



**Tuesday, March 22, 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. **2022-183** Approve the minutes for the March 7 & 8, 2022 meetings of the City Council.

2. **2022-162** Adopt an Ordinance filed by Reed Nelson, Representative Jones Companies LLC, Representative, William Drinkwater and Sheldon Alston, Representatives, to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN , Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3. Ward 3. The Planning Commission recommended to approve on March 2, 2022.

3. **2022-161** Adopt an Ordinance filed by Michael Long, Applicant, and Floyd Gray, Owner, to change the zoning classification for certain properties located on Classic Drive (Parcel 2-025M-35-033.00, 2-025M-35-032.00; PPIN 9550, 9547, Ward 1) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7 R-3 (Multi-family residential) to Section 4.5.4, R-1B (Single-Family Residential) District. The Planning Commission recommended to deny on March 2, 2022.

4. **2022-176** Adopt a Resolution requesting that the Mississippi Department of Transportation (MDOT) initiate the Blueways Master Plan Project and authorize the Mayor to execute initiation request letter.

5. **2022-166** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the West 7th Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.

6. **2022-169** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Mable Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.

7. **2022-172** Approve Letter Agreement between the City and Neel-Schaffer, Inc. for engineering services related to the Lincoln Road Paving Project and authorize the Mayor to execute in duplicate.

8. **2022-177** Approve Letter Agreements with Neel-Schaffer, Inc. for engineering services related to the Jaycee Park Renovation project, including 2 Fields, Common Area, parking lot and sidewalks, and authorize the Mayor to execute in duplicate.

9. **2022-159** Approve Letter Agreement with Jackson, Tullos & Rogers, PLLC for property acquisition services related to the Gordon Creek Commons project and authorize the Mayor to execute in duplicate.

10. **2022-164** Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Audubon-Westwood & Lynnwood Neighborhoods Water Improvements Project reducing the contract amount by \$73,547.72 for a final contract amount of \$811,433.96 and authorize the Mayor to execute in triplicate; Acknowledge receipt of closing documents; Approve final acceptance of project; Authorize issuance of manual check in payment of final pay estimate to contractor.

11. **2022-170** Approve renewal of Agreement (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.

12. **2022-167** Acknowledge receipt of closing documents for the Quinn Street Speed Tables project; Authorize final acceptance of the project; Authorize issuance of a manual check in payment of contractor's final pay estimate.

13. **2022-173** Acknowledge receipt of closing documents for the Tatum Park Lighting - Fields 13 & 15 project; Authorize final acceptance of project; Authorize issuance of manual check in payment of contractor's final pay application.

ROUTINE AGENDA

1. **2022-160** Acknowledge receipt of the Privilege Tax License monthly report for February 2022.

2. **2022-168** Acknowledge Proof of Publications for Hub City Spokes for the month of February 2022.

3. **2022-181** Acknowledge publication of Notice of Public Hearing regarding the City of Hattiesburg's 2022 Action Plan and Lead Hazard Control Grant
4. **2022-174** Acknowledge receipt of two quote bids for the construction of The Jook Music Park and accept the bid of Sammy Graham in the amount of \$48,400.00 as the lowest bid received (Two quote bids for construction project)
5. **2022-180** Acknowledge final version of 2021 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD)
6. **2022-179** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}
7. **2022-178** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
8. **2022-165** Approve plans and specifications for the North 28th Avenue Bridge Replacement project and authorize advertisement for bids.
9. **2022-163** Approve plans and specifications for the Midtown Overlay Infrastructure Improvement project and authorize advertisement for bids.
10. **2022-158** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
11. **2022-182** Approve claims docket for the period ending March 18, 2022.

In Memoriam:

- Mr. Michael Hartfield
- Mr. Curtis Hinton, Sr.
- Mrs. Mary Davis Halliwell
- Mrs. Annette Richards

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, March 22, 2022

Re: Adopt an Ordinance filed by Reed Nelson, Representative Jones Companies LLC, Representative, William Drinkwater and Sheldon Alston, Representatives, to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN , Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3. Ward 3. The Planning Commission recommended to approve on March 2, 2022.
File Number: 2022-162
Minute Book #

Summary

Zoning Changes from RA-3 (Residential) to MX-3 (Mixed-use, three story). Correction of technical error in the zoning change application reviewed in January 2022. PPIN 20806 (Parcel No.: 2-028N-07-057.00) was excluded from the original request due to lack of ownership by applicant.

Recommendation Statement

Please place this on the March 22, 2022 City Council meeting for consideration.

Item: A
Reed Nelson, Representative Jones Companies LLC, Representative,
William Drinkwater and Sheldon Alston, Representatives
Request for: **Zoning Changes (Midtown FBC)**



**Planning Commission
Case Fact Sheet**

Name of Petitioners: Reed Nelson, Representative Jones Companies LLC,
Representative, William Drinkwater and Sheldon Alston,
Representatives

Address of Property:	Tax Parcel	PPIN:	Ward:
S. 31 st Avenue	2-028N-07-068.00	20855	3
S. 30 th Avenue	2-028N-07-064.00	20850	3
S. 30 th Avenue	2-028N-07-057.00	20806	3

Request: **Zoning Changes from RA-3 (Residential) to MX-3 (Mixed-use, three story). Correction of technical error in the zoning change application reviewed in January 2022.**

Purpose of Request: To consider an application to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN 20806 Parcel 2-028N-07-057.00, Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3. Ward 3.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 2.1

Zoning Districts Established

The following Midtown Districts are established.

A. Mixed Use Districts (MX-)

1. The MX- Districts are intended to accommodate a mix of compatible commercial, employment, and higher-density residential in a pedestrian-friendly and walkable environment.
2. The MX- Districts vary based on the maximum allowed building

Item: A

Reed Nelson, Representative Jones Companies LLC, Representative,
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height.

- a. MX-3 has a maximum building height of 3 stories.
- b. MX-4 has a maximum building height of 4 stories.
- c. MX-5 has a maximum building height of 5 stories.

C. Residential Attached District (RA-3)

- 1. The RA-3 District is intended to accommodate a mix of medium-density detached and attached residential in a pedestrian-friendly and walkable environment.
- 2. RA-3 has a maximum building height of 3 stories.

Present Zoning: These parcels are currently zoned and RA-3: Attached 3-Story.

Present Use: Vacant, Previously Residential

Future Land Use: Neighborhood Center Mixed-use District

Surrounding Zoning and Land Use:

North: MX-3: Mixed Use 3-Story & MX-4: Mixed-Use 4-Story/
Mixed-use
South: RA-3: Attached 3-Story / Single-Family Residential
East: MX-3: Mixed Use 3-Story / Residential, Commercial
West: RD-2: Detached 2-Story / Vacant, Single-Family Residential attached;

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of February 23, 2022.

History / Background: The item for review includes three (3) parcels which were intended to be included in a zoning change application from the same applicant and were presented as such in January 2022. Staff and the Applicant discovered three (3) parcels that were not properly advertised. Therefore, the City advertised the request to rezone the three (3) parcels presented in this application. There have been no changes to the proposed project or to the intent of the original rezone package.

Any questions related to the overall development were presented in the January Report and addressed at the January public hearing.

Option: **Basis for approval (Zoning Change):**

- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning
- III. Annexation

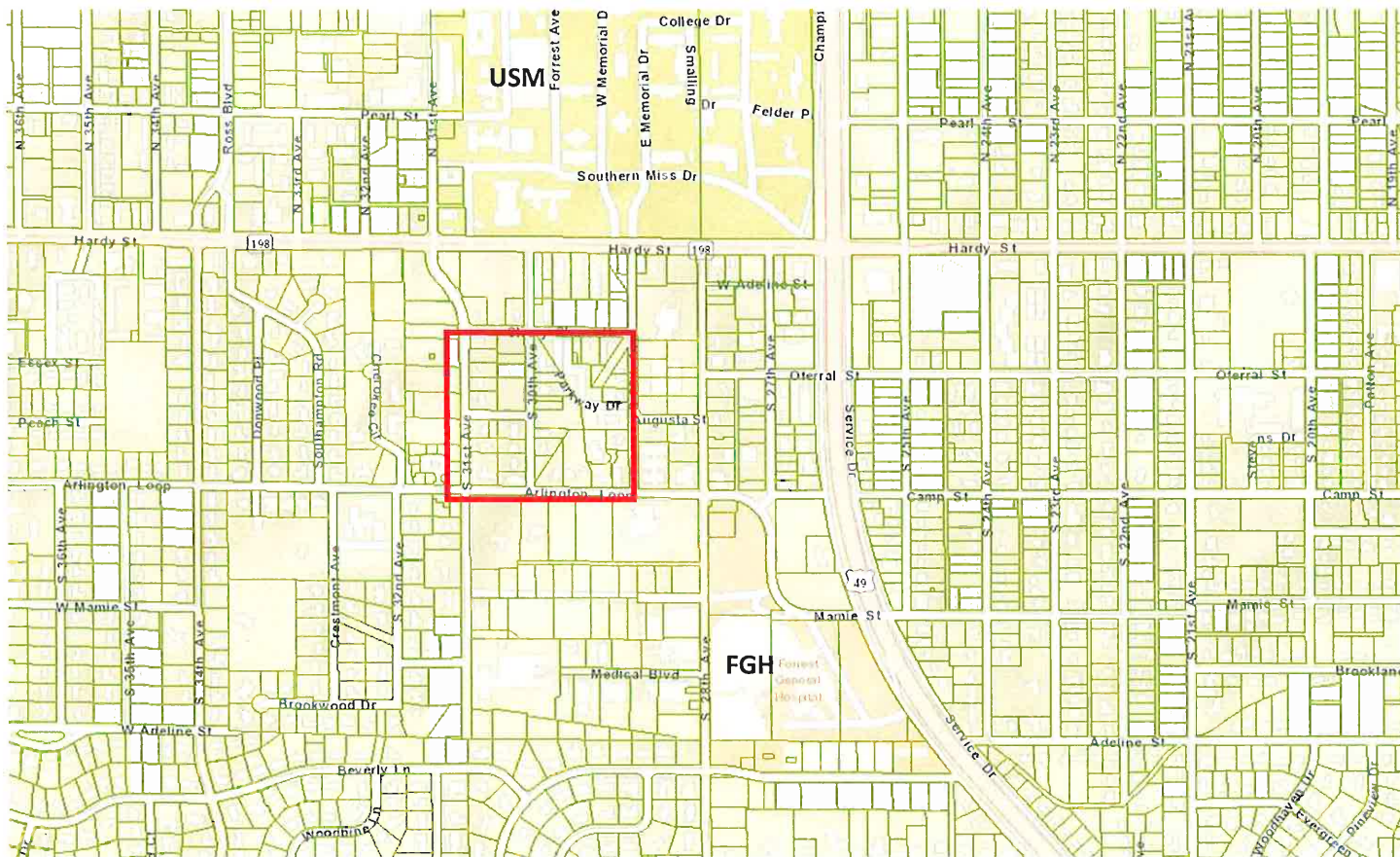
SUBJECT PARCEL:
Midtown Zoning Changes (Multiple Parcels)

Reed Nelson, Jones Companies LLC, Representative, William Drinkwater and Sheldon Alston,
Representatives

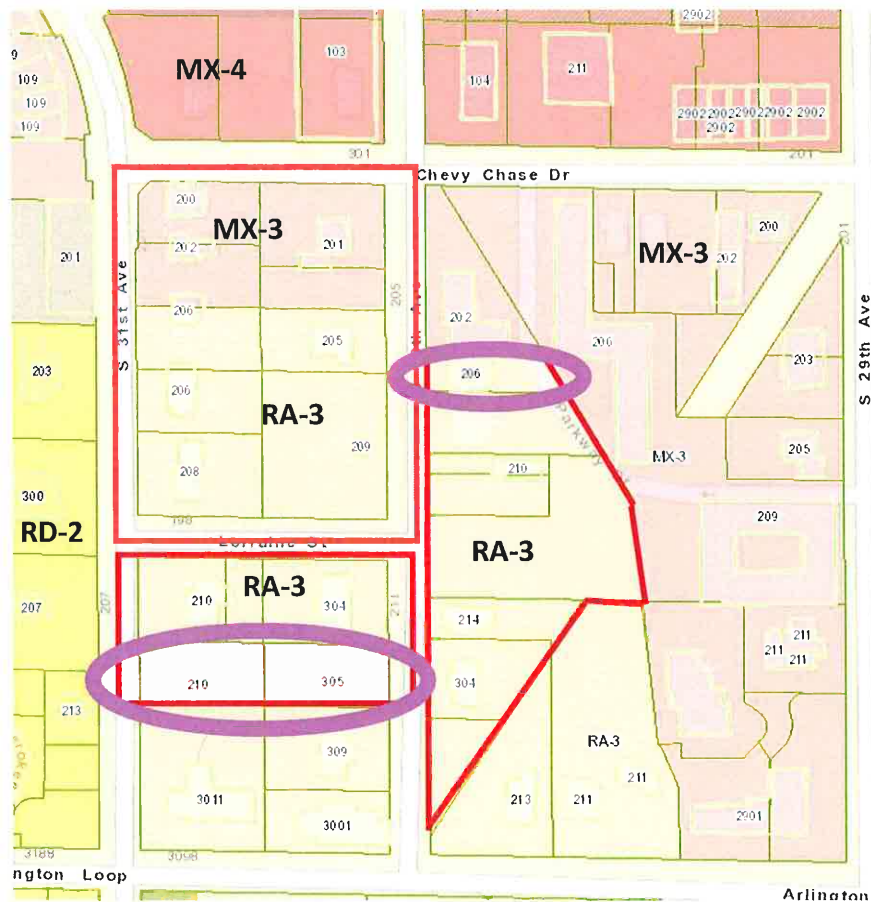
The petitioners request to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN 20806 Parcel 2-028N-07-057.00, Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3.

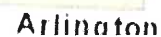


Vicinity Map—Ward 3

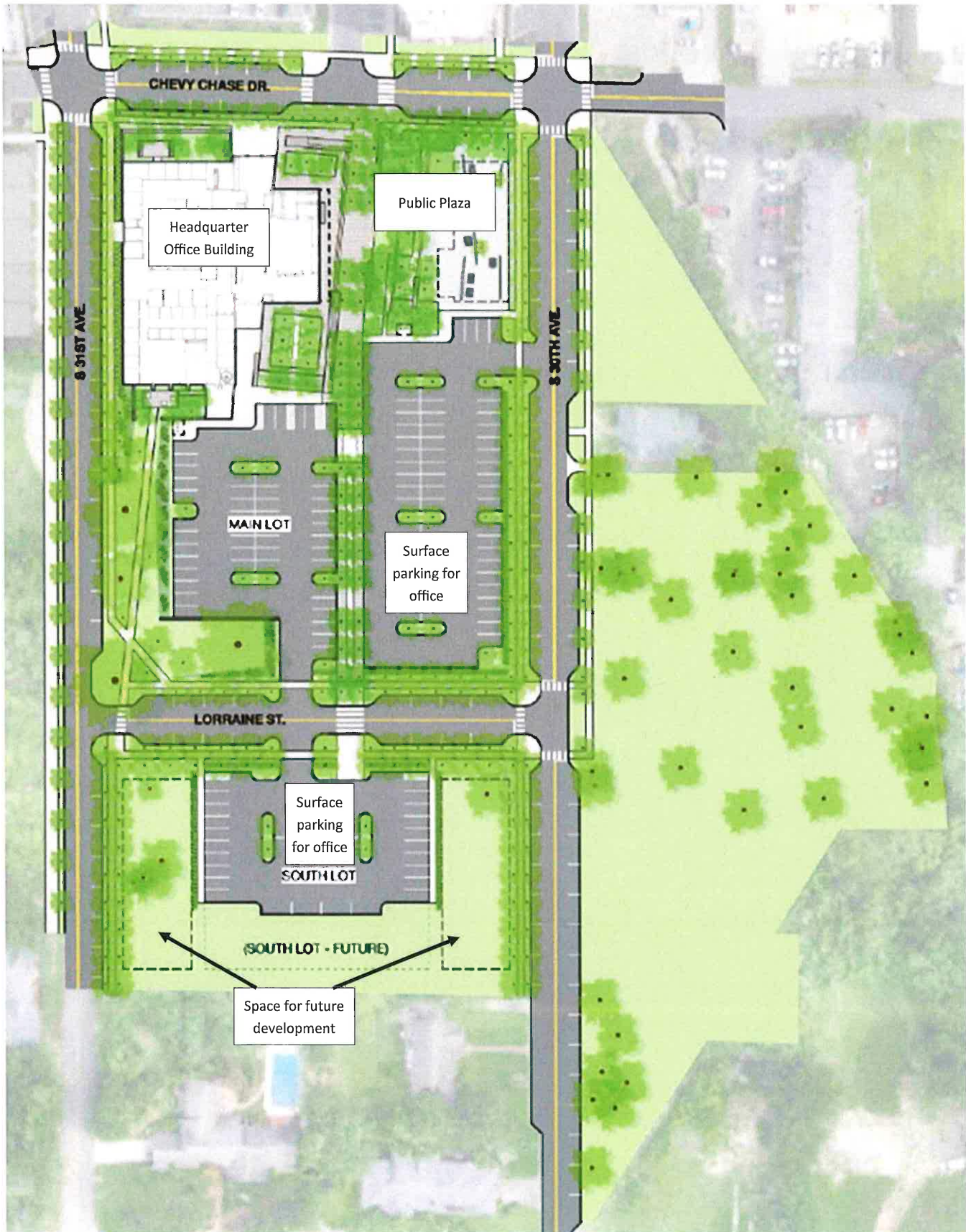


Current Zoning—MX-3, RA-3,

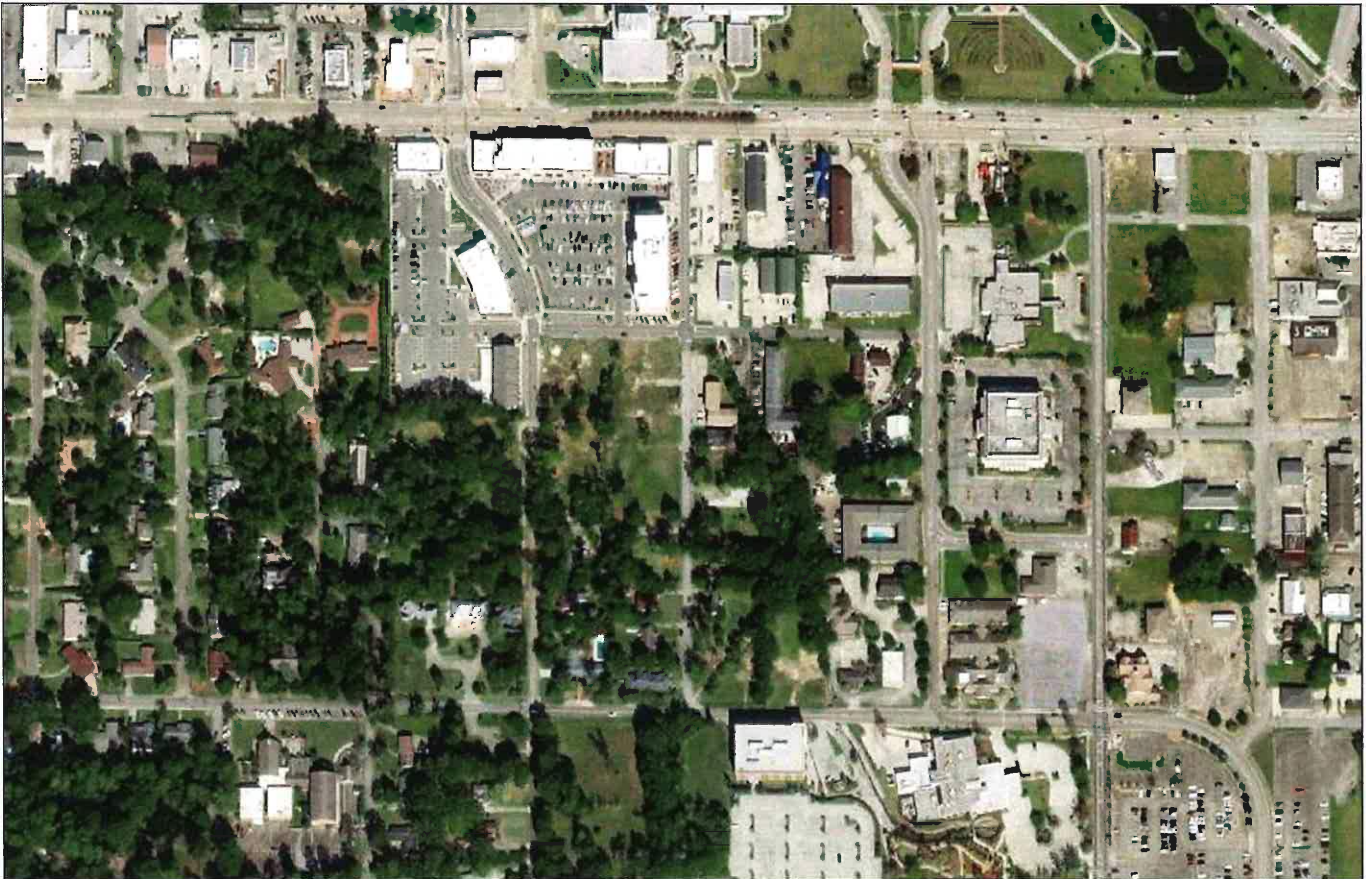




Conceptual Site Plan for Development



Site Aerial



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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE CITY OF HATTIESBURG, MISSISSIPPI

ADOPT AN ORDINANCE FILED BY REED NELSON, REPRESENTATIVE JONES COMPANIES LLC, REPRESENTATIVE, WILLIAM DRINKWATER AND SHELDON ALSTON, REPRESENTATIVES, TO CHANGE THE ZONING CLASSIFICATION FOR CERTAIN PROPERTIES LOCATED ON S. 30TH AVENUE, S. 31ST AVENUE (PPIN 20855 PARCEL 2-028N-07-068.00, PPIN 20850 PARCEL 2-028N-07-064.00, WARD 3) FROM MIDTOWN FORM-BASED CODE SECTION 2.5 RESIDENTIAL ATTACHED DISTRICT RA-3 TO SECTION 2.3 MIXED USE DISTRICT MX-3. WARD 3. THE PLANNING COMMISSION RECOMMENDED TO APPROVE ON MARCH 2, 2022.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Deny said change in zoning for the following reasons:

The character of the neighborhood has not changed substantially so that rezoning is clearly justified, and there is not a public need for the rezoning.

PPIN: 20855

All of Lot 12 and the North ½ of Lot 11 of Block 7 of the Monte Vista Terrace Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

Parcel 32; PPIN 9547

PPIN: 20850

All of Lot 3 and the North ½ of Lot 4 of Block 7 of the Monte Vista Terrace Subdivision 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; all together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2022.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
March 2nd, 2022**

The Hattiesburg Planning Commission did meet in a regular session on March 2nd, 2022, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC-recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent: Ricardo Bryant
Charles Dawe

Also Present: Ginger M. Lowrey, AICP, Planning Div. Manager
Jim Gladden, Esq.
Nathan Satcher, Planner

AGENDA REVIEW

There came the matter of the March Agenda. A request was made by Chair Miller for a motion to approve the February 2022 Agenda. A motion to approve was made by Commissioner Pickett and seconded by Commissioner Ray.

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

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

Commissioners voting nay: None

Commissioners Absent: Michael Dickerson (ViaGoToMeeting)

MINUTES REVIEW

There came the matter of the February 2, 2022 minutes. A motion was made by Commissioner Conville to approve the minutes. Commissioner Lockett seconded the motion.

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

Commissioners voting nay: None

Commissioners Absent: Michael Dickerson (via GoToMeeting)

REPORTS

BUILDING REPORT

Nathan Satcher, Planner, provided the Building Permit Report for February 2022 in absence of the Building Official. Staff emailed copies to the Commissioners before the meeting, and physical copies were provided to Commissioners who attended in person.

PLANNING REPORT

There came the matter of the Planning Report by Mrs. Lowrey, Planning Division Manager. On February 22, 2022, City Council approved the Conditional Use as “Warehousing and Distribution” facility in a B-3 (Community Business) District for a property located along Oak Grove Road (HPC Approval Upheld). Mrs. Lowrey asked for an update on the nominations subcommittee. Commissioner Conville, chair of the nominations committee, shared the proposal

to elect Mark Miller as the Chair, Amy Hinton as the Vice-Chair, and Rebekah Ray as the Secretary. A motion was made by Commissioner Conville and seconded by Commissioner Lockett. A vote was then conducted.

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

Commissioners voting nay: None
Commissioners Absent: Michael Dickerson (via GoToMeeting)

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Mark Miller. Chair Miller again shared his deep appreciation for the City of Hattiesburg’s Planning Commission after attending a small town’s public hearing. He also shared about his recent trip to Tuscon, Arizona, where he spent much of his time in graduate school earning his Ph.D. He noted the planning process that was in place 30 years ago when he was there and how he was able to see those plans come to fruition during his visit, and reiterated the importance of the planning process.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Rezone), Reed Nelson, William Drinkwater, and Sheldon Alston (Representatives), as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN 20806 Parcel 2-028N-07-057.00, Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Josh Mars	PO Box 16492	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Josh Mars, representative of Jones Companies, presented the application. He stated that Jones Company is trying to be good neighbors while presenting new opportunities for the Midtown area. Commissioner Conville asked what the intention of Jones Companies was for the parcels being presented today. Mr. Mars stated the plans for those lots would be to accommodate future parking needs for Jones Companies.

During discussion it was clarified that Jones Company does not own or have vested interest in one of the parcels (PPIN 20806) advertised for zoning change. Mrs. Lowrey stated that if a motion were to be made and approved, that parcel should not be included in the approval..

Chair Miller declared the Public Hearing closed and the Business Meeting open for discussion on the Zoning change request (Item A). Commissioner Hinton stated that since this was essentially a technicality in the publication of the public hearing of the original application, she made a motion to approve the zoning change but to exclude the parcel not owned by Jones Companies (PPIN 20806; Parcel No. 2-028N-07-057.00). The motion to approve the rezoning was on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need. The motion was seconded by Commissioner Pickett. A roll call vote was then conducted.

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

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item B (Rezone), filed by Michael Long, Applicant, Floyd Gray, Owner, and Steven N. Parker, Representative, as required in the Land Development Code, Ord.

No. 3209, to change the zoning classification for undeveloped properties located on Classic Drive (Parcel No.: 2-025M-35-033.00, 2-025M-35-032.00; PPIN: 9550, 9547, Ward 1, Forrest Co.) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7, R-3 (Multi-Family Residential) to Section 4.5.4, R-1B (Single-Family Residential) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Steven Parker	307 Pineridge Point	Petal, MS
	Michael Long	26 Bent Brook Dr.	(no city/state provided)
<u>Proponents:</u>	None		
<u>Opponents:</u>	Ric Corts	106 Lakeshore Dr.	Hattiesburg, MS
	Robert Cummings	111 Lakeshore Dr.	Hattiesburg, MS
	John Eye	123 J Ed Turner Dr.	Hattiesburg, MS
	Chris Bowen	9 Alex Lane	Hattiesburg, MS
	Peyton R. Gwinn	19 Classic Woods Dr.	Hattiesburg, MS
	Kathryn Cummings	111 Lakeshore Dr.	Hattiesburg, MS

Before opening the hearing, Mrs. Lowrey read five emails from neighboring property owners or residents that the Planning Division received before the hearing. None of the emails from surrounding property owners were in full support of the proposed rezoning.

Steven Parker, Representative and Engineer for Bent Brook LLC., presented the application. He pointed out that the developer's original intent was to keep the R-3 zoning and change the A-1 zoning to R-1C for a proposed development across the two parcels that would include a total of 77 single-family homes. He also pointed out that it was not the intent of the developer to use the R-3 zoned parcel as a multi-family development. After discussions that he and the developers had with the neighboring property owners and Councilman Jeffrey George, there were concerns over leaving the R-3 zoning in place, and if there was an opportunity to remove that zoning, neighboring property owners would like to see that rezoned as well to single-family zoning. Steven Parker and the developer agreed to rezone both parcels to single-family zoning of R-1B, which reduced the number of lots down to 74 and increased the overall size of lots to minimum dimensional standards of an R-1B zoning. Steven noted the zoning of the development directly to the south and adjacent as R-1C as well as another nearby development at the entrance of Classic Drive being R-1C. He also noted that he believed the proposed change to R-1B was a compromise with the neighborhood and justification of why they initially withdrew their

application in January. Mr. Parker shared the developers intend to match the aesthetics of surrounding developments with the homes.

Chair Miller asked if the developers had met with any of the neighboring property owners. Steven Parker said that during their initial conversations they had met with property owners who were in the subdivision directly to the South and their primary concern was a buffer. Commissioner Conville asked about the topography of the property and how the developers intended to deal with drainage. Mr. Parker shared the intended plans to address drainage. Commissioner Conville noted that would result in the removal of a lot of trees. Mr. Parker rebutted they plan to keep as many trees as possible. Commissioner Conville pointed out that the design of the subdivision is not very attractive and wished that the developers had used more creativity in creating their plans. Rebekah Ray concurred that this appears to be a “cookie-cutter” subdivision and is creating a dense neighborhood. Mr. Parker rebutted that with the existing zoning of R-3, it could be more dense. Commissioner Keysear asked for clarification on how these homes would address affordability as noted in the applications submission packet. Mr. Parker pointed out that affordability is subjective, but did not feel that the homes the developer plans to build would be considered “cheap” and wouldn’t “contaminate” the neighborhood.

Michael Long, the developer with Westhaven Homes, shared that the homes would be high quality and spoke on his experience as a developer, having constructed over 1000 residential lots throughout Lamar County. He offered to devote a lot to greenspace or a playground for the proposed neighborhood. He pointed out that this phase is preliminary and wanted to ensure they would be able to move forward with their proposed rezone before providing additional drawings or plans. Chair Miller again posed the question of whether they had any communication with the surrounding neighborhood and property owners. Mr. Long shared that they had communication with property owners within Classic Woods and that they had supported the development.

Ric Corts, a resident of Bent Creek, spoke in opposition to the development. He noted that there are some R-1B properties nearby, but argued that there is “enough” of that zone. He asked that he would like for the engineer and developer to have a little more imagination and asked the commission to consider not approving the proposed rezone. Chair Miller asked for clarification of the neighbor's perspective on how the developers have provided a compromise between what could be developed as an R-3 and what they are proposing as an R-1B, pointing out that the Planning Commission cannot stop the developer from developing to the standards of R-3 zoning if they

choose to. Mr. Corts pointed out that the developers noted they had no intention of developing the lot as an R-3 and would prefer to see R-1A lots developed.

Robert Cummings, resident of Lakeshore Dr, also spoke in opposition to the rezoning. He cited increased density. John Eye, a nearby resident on J. Ed. Turner Drive, also spoke out against the rezoning. He pointed out that while there are nearby R-1C Zones, those neighborhoods were not developed to the minimum standards of those districts, creating less density than what is allowed. He shared that the R-3 zoning appears to go against the comprehensive plan, and the increase in density creates more problems for the area, including traffic problems. Mr. Eye would prefer R-1A. Chair Miller reiterated that while the neighbors may want to see the property rezoned to R-1A, the planning commission was not presented with those options today. He pointed out that a vote in favor of the rezoning would change both properties to single-family zonings whereas a vote against would allow the R-3 zone to continue to exist. Supervisor Chris Bowen, Resident, also spoke in opposition to the rezoning. Supervisor Bowen would prefer R-1A to maintain the existing character of the neighborhood. He also noted he had “tools in his kit” in the same way the developers were holding the R-3 zoning over their head, mentioning the endangered species act and runoff requirements as those tools. He stated he wanted to be good neighbors with the developers, but also wanted something that was in character with the neighborhood.

Peyton R. Gwinn, resident on Classic Woods Drive, also spoke in opposition to the rezoning, stated that he opposed some characteristics of the development and pointed out that the proposed development is twice the size of other nearby subdivisions. He also shared his concerns with traffic increase to the area with the increase in housing. Kathryn Cummings, a resident on Lakeshore Drive, also spoke in opposition to the development. She noted the area is a quiet neighborhood that people enjoy being in and hopes precedence is not set today with the proposed development, as there are other nearby properties for sale.

Chair Miller then declared the public hearing portion of the meeting closed. Commissioner Ray, gave thanks to the community for coming out to share their input on today’s meeting. Chair Miller emphasized this, noting the importance of community input, even if it makes their job more difficult at times. Commissioner Hinton pointed out that as it stands now, the R-3 zoned property could be developed into something much worse than what is being presented. Commissioner Ray emphasized the community input, indicating their desire to not see more dense development in their neighborhood. Chair Miller again reiterated that the existing lot is R-3, and the developer has

presented a compromise to the community from what could be developed as it. He again shared it was not the ability of the community to alter the request so that the parcels could be zoned to R-1A instead of what was being presented. Commissioner Hinton and Commissioner Conville sought clarification from staff on what the next steps are in approving the final plat. Commissioner Keysear asked if certain conditions could be added to this approval and Mrs. Lowrey noted that no conditions could be added to a rezoning request. Commissioner Keysear noted this is a growing residential area and pointed out that while he would have preferred to see the rezoning presented as an R-1A, he pointed out that the difference in minimal lot standards for R-1A and R-1B were minimal in his opinion and reiterated the housing shortage for homes in the price range of the proposed homes. He also noted the zoning to the south currently zoned R-1C, which would allow for more dense development than what is presented today. He shared that he believed there was still an opportunity for this development to still be successful as presented, despite the opposition against it. Commissioner Hinton pointed out that while the developer may offer to develop some of the lots as a green space, the Planning Commission would ultimately have no control over what they do.

Commissioner Conville made a motion to Deny the request, stating the characteristic of the neighborhood has not changed and there is no public need for a rezone. The motion was seconded by Amy Hinton and a roll call vote was conducted.

Commissioners voting aye: Dick Conville
Amy Hinton, Vice-Chair
Elayne Lockett
Rebekah Ray
Rhoda A. Pickett

Commissioners voting nay: Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Mark Miller, Chair
Kenneth Waites

BUSINESS MEETING

Chair Miller asked for the ADU subcommittee to meet with him briefly before leaving. Having no further business, Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded by Commissioner Ray. The meeting was adjourned at 3:50 PM.

Mark Miller, Chair

Ginger Lowrey, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, March 22, 2022

Re: Adopt an Ordinance filed by Michael Long, Applicant, and Floyd Gray, Owner, to change the zoning classification for certain properties located on Classic Drive (Parcel 2-025M-35-033.00, 2-025M-35-032.00; PPIN 9550, 9547, Ward 1) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7 R-3 (Multi-family residential) to Section 4.5.4, R-1B (Single-Family Residential) District. The Planning Commission recommended to deny on March 2, 2022.
File Number: 2022-161
Minute Book #

Summary

Classic Drive Rezone of R-3, A-1 to R-1B. Hattiesburg Planning Commission recommended to Deny on March 2, 2022.

Recommendation Statement

Please place this on the March 22, 2022 City Council meeting for consideration.

Item: B
Michael Long, Applicant
Floyd Gray, Owner,
Request for: **Zoning Change A-1, R-3 to R-1B**



**Planning Commission
Case Fact Sheet**

Name of Petitioners: Michael Long, Applicant, and Floyd Gray, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
Parcels on Classic Drive	2-025M-35-033.00	9550	1
	2-025M-35-032.00	9547	1

Request: **Zoning Change from A-1 to R-1B**
Zoning Change from R-3 to R-1B

Purpose of Request: To consider an application to change the zoning classification for certain properties located on Classic Drive (Parcel 2-025M-35-033.00, 2-025M-35-032.00; PPIN 9550, 9547, Ward 1) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7 R-3 (Multi-family residential) to Section 4.5.4, R-1B (Single-Family Residential) District.

Applicant Summary: See Attached
Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.1 A-1 Agricultural District: Agricultural District is to permit agricultural uses and low-density residential development. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect rural uses from urbanization until such is warranted and the appropriate change in district classification is made.

4.5.4 R-1B Residential District: The purpose of the R-1B District is to permit single-family residential uses with related recreational, religious, and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the

Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space

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

SECTION 6

Dimensional Standards and Measurements

Table 6.1 Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-

Present Zoning: These parcels are currently zoned A-1 Agricultural district and R-3 Multi-Family Residential

Present Use: Undeveloped

Future Land Use: Neighborhood Conservation District 2

**Surrounding Zoning
and Land Use:**

North: R-3 Multi-family / Active multi-family development
South: R-1C Single Family Residential / Developed Subdivision
East: R-1A Single Family Residential / Undeveloped, University
West: A-1 Agricultural District / Country Club

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of February 23, 2022.

History / Background:

The petitioner met with Staff in Pre-Application to discuss a proposed residential subdivision on Classic Drive. The subject parcels are currently zoned A-1 and R-3. The original proposal included the development of approximately 77 lots. The January 2022 petition proposed to rezone the A-1 parcel to R-1A and leave the existing R-3 parcel as R-3. Given the dimensional standards and requirements of R-3 zoning, a rezone was not required to develop new single-family parcels as proposed. A multi-family development would also be permitted by-right.

After the petitioners spoke with neighboring property owners and homeowners associations, the petitioners withdrew their application. Neighboring property owners expressed concerns over the existing R-3 zoned parcel. The petitioners amended their request to rezone both parcels to R-1B. The petitioners adjusted their proposed subdivision so that all lots would then meet the dimensional standards of the R-1B district. The subdivision will span across approximately 20 acres and create 74 lots.

If rezoning is approved to R-1B, the applicants will need to apply for a Major Subdivision, which will require Planning Commission, City Council Approval, and Site and Design Review Committee Approval.

In nearby proximity to the proposed development, four un-zoned parcels had a zoning district established along J Ed. Turner Road as R-1A Single Family Residential District: PPINs 33783, 33784, 33785, 33786. In 2014-15 the following un-zoned parcels had zoning of A-2, Agricultural Residential District, established: PPINs 30696, 30065, and 30026.

Option: Basis for approval (Zoning Change):

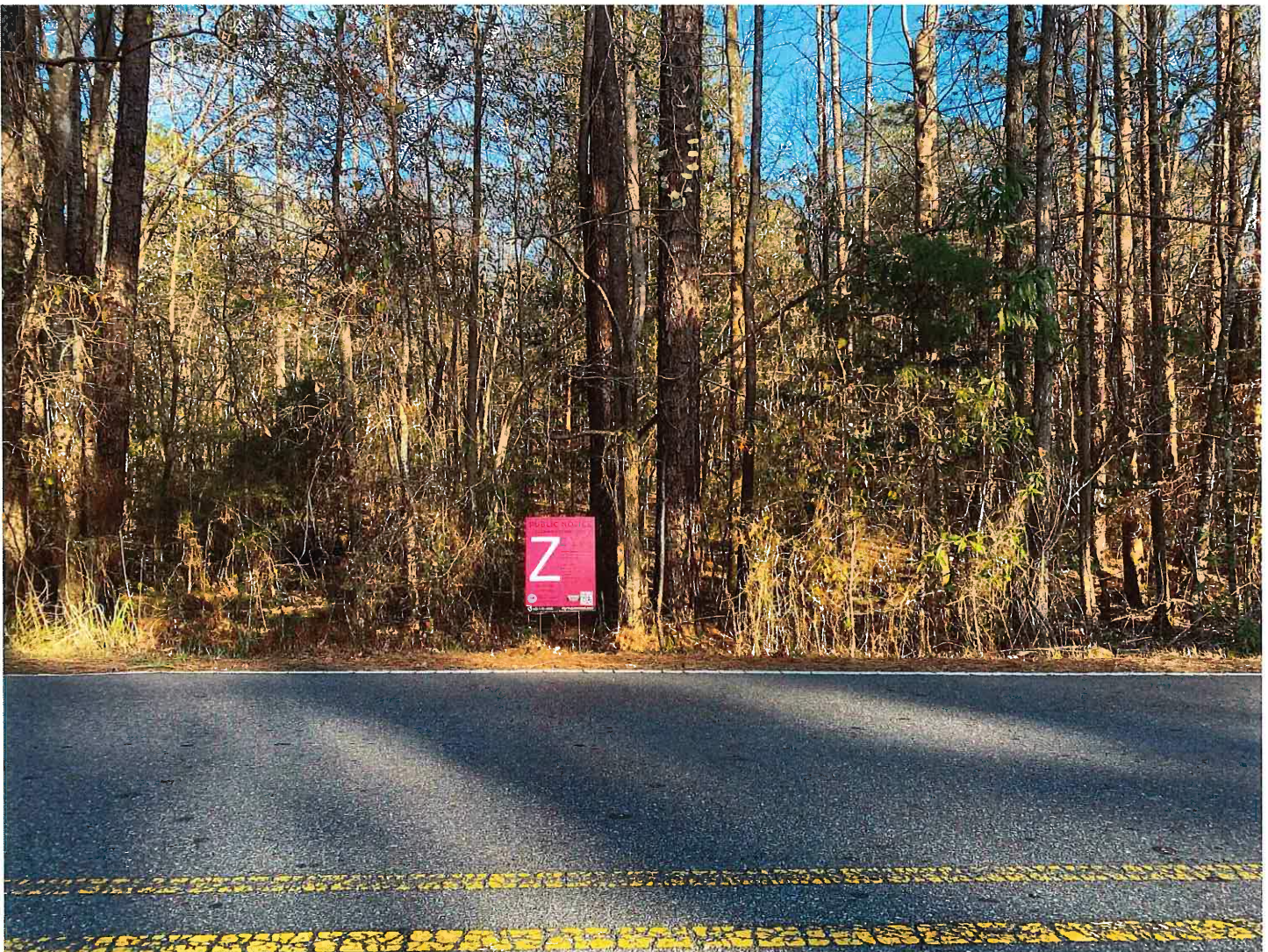
- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified **and** there is a public need for the rezoning
- III. Annexation

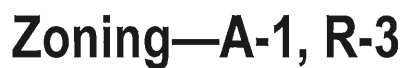
SUBJECT PARCEL:

Classic Drive, Undeveloped Parcels

Michael Long, Applicant, and Floyd Gray, Owner

The petitioners request to change the zoning classification for certain properties located on Classic Drive (Parcel 2-025M-35-033.00, 2-025M-35-032.00; PPIN 9550, 9547, Ward 1) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7 R-3 (Multi-family residential) to Section 4.5.4, R-1B (Single-Family Residential) District.

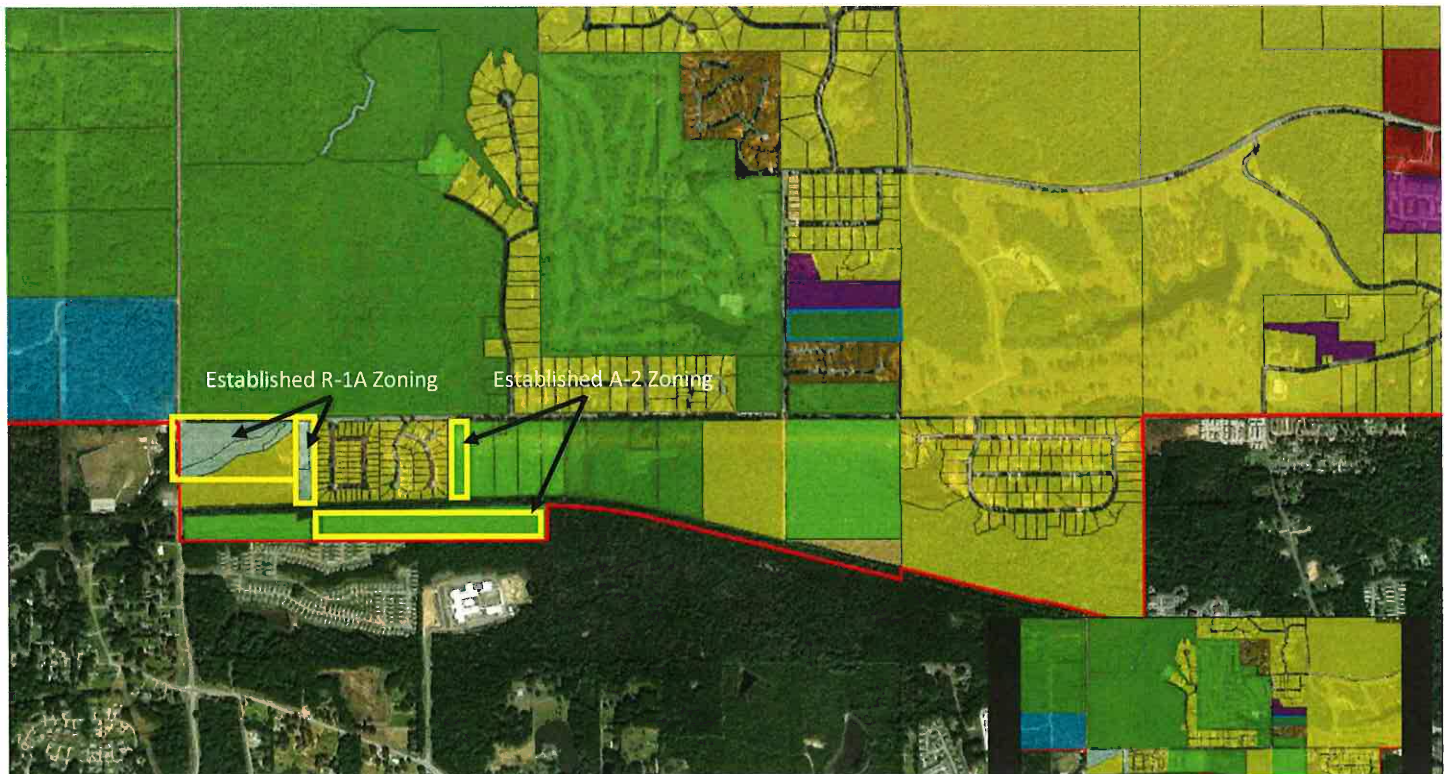




Site Aerial

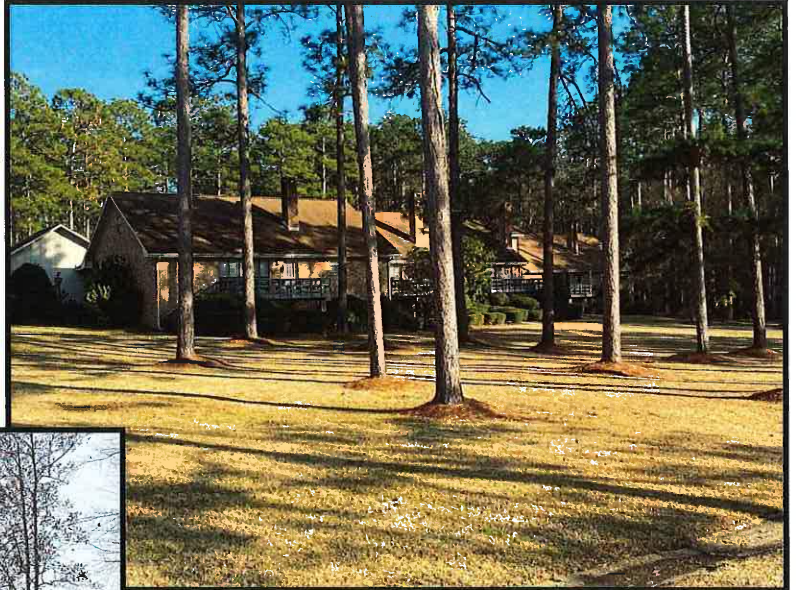


Zoning Recently Established



SURROUNDING AREA

**Northern Direction: R-3 Existing
Multi-Family Development**



**Southern Direction: R-1C Residential
Subdivision**



**Streetscape of Classic Woods
Subdivision (South)**

**Streetscape of Classic Drive (facing
south at proposed Parcel**



SURROUNDING AREA

West: A-1 Zoning

Country Club Location



East: R-1C Zoning (USM Property)

Entrance to The Accelerator



East: R-1C Zoning (USM Property)

Directly Adjacent to Development



**Streetscape of Classic Drive
(Country Club property on left hand
side of photo)**



Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

- A. There is a mistake in the original zoning.
- B. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

The parcels bordering the parcels in question are zoned as: Bobwhite Trail (R3 and R1A); Classic Woods Drive (R1C); Alex Lane (R1C). The City of Hattiesburg has grown up around this area and the population density is justified based on the surrounding zoning. The need for affordable housing in this area will aid in growing the City of Hattiesburg as many citizens have fled the city limits in search of more affordable housing in the surrounding counties. The zoning is intended to provide young families an opportunity to live in a nice and affordable neighborhood without the need to rent in a extremely densely populated area such as an apartment complex.

The diagram illustrates a rectangular racetrack layout with two primary racing lanes and a central oval track. The outer lane features 74 numbered dashed boxes, while the inner lane has 35 numbered dashed boxes. The central oval track also contains 35 numbered dashed boxes. Dimensions are provided for various segments of the track, including straightaways and turns.

Segment	Numbered Boxes	Dimensions
Outer Lane (Top)	37, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33	100' x 100'
Inner Lane (Top)	36, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1	100' x 100'
Central Oval Track (Top)	35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1	100' x 100'
Outer Lane (Bottom)	74, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56	100' x 100'
Inner Lane (Bottom)	73, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53	100' x 100'
Central Oval Track (Bottom)	35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1	100' x 100'



**Bent Brook Landing
Section 31, T-5N, R-14W
20 acres +/-**

Steven M. Parker, PE
307 Pineridge Point
Petes, MS 39465
(601) 408-5250

PE

Green Bay E. Porter
 Date: 1-24-2002
 Project: Bay #4-2001-09
 Trip: Bay Creek, Green
 Green Bay, Wis. 11

No.	Date	Description	By

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
March 2nd, 2022**

The Hattiesburg Planning Commission did meet in a regular session on March 2nd, 2022, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC-recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent: Ricardo Bryant
Charles Dawe

Also Present: Ginger M. Lowrey, AICP, Planning Div. Manager
Jim Gladden, Esq.
Nathan Satcher, Planner

AGENDA REVIEW

There came the matter of the March Agenda. A request was made by Chair Miller for a motion to approve the February 2022 Agenda. A motion to approve was made by Commissioner Pickett and seconded by Commissioner Ray.

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

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

Commissioners voting nay: None

Commissioners Absent: Michael Dickerson (ViaGoToMeeting)

MINUTES REVIEW

There came the matter of the February 2, 2022 minutes. A motion was made by Commissioner Conville to approve the minutes. Commissioner Lockett seconded the motion.

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

Commissioners voting nay: None

Commissioners Absent: Michael Dickerson (via GoToMeeting)

REPORTS

BUILDING REPORT

Nathan Satcher, Planner, provided the Building Permit Report for February 2022 in absence of the Building Official. Staff emailed copies to the Commissioners before the meeting, and physical copies were provided to Commissioners who attended in person.

PLANNING REPORT

There came the matter of the Planning Report by Mrs. Lowrey, Planning Division Manager. On February 22, 2022, City Council approved the Conditional Use as “Warehousing and Distribution” facility in a B-3 (Community Business) District for a property located along Oak Grove Road (HPC Approval Upheld). Mrs. Lowrey asked for an update on the nominations subcommittee. Commissioner Conville, chair of the nominations committee, shared the proposal

to elect Mark Miller as the Chair, Amy Hinton as the Vice-Chair, and Rebekah Ray as the Secretary. A motion was made by Commissioner Conville and seconded by Commissioner Lockett. A vote was then conducted.

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

Commissioners voting nay: None
Commissioners Absent: Michael Dickerson (via GoToMeeting)

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Mark Miller. Chair Miller again shared his deep appreciation for the City of Hattiesburg’s Planning Commission after attending a small town’s public hearing. He also shared about his recent trip to Tuscon, Arizona, where he spent much of his time in graduate school earning his Ph.D. He noted the planning process that was in place 30 years ago when he was there and how he was able to see those plans come to fruition during his visit, and reiterated the importance of the planning process.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Rezone), Reed Nelson, William Drinkwater, and Sheldon Alston (Representatives), as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN 20806 Parcel 2-028N-07-057.00, Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Josh Mars	PO Box 16492	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Josh Mars, representative of Jones Companies, presented the application. He stated that Jones Company is trying to be good neighbors while presenting new opportunities for the Midtown area. Commissioner Conville asked what the intention of Jones Companies was for the parcels being presented today. Mr. Mars stated the plans for those lots would be to accommodate future parking needs for Jones Companies.

During discussion it was clarified that Jones Company does not own or have vested interest in one of the parcels (PPIN 20806) advertised for zoning change. Mrs. Lowrey stated that if a motion were to be made and approved, that parcel should not be included in the approval..

Chair Miller declared the Public Hearing closed and the Business Meeting open for discussion on the Zoning change request (Item A). Commissioner Hinton stated that since this was essentially a technicality in the publication of the public hearing of the original application, she made a motion to approve the zoning change but to exclude the parcel not owned by Jones Companies (PPIN 20806; Parcel No. 2-028N-07-057.00). The motion to approve the rezoning was on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need. The motion was seconded by Commissioner Pickett. A roll call vote was then conducted.

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

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item B (Rezone), filed by Michael Long, Applicant, Floyd Gray, Owner, and Steven N. Parker, Representative, as required in the Land Development Code, Ord.

No. 3209, to change the zoning classification for undeveloped properties located on Classic Drive (Parcel No.: 2-025M-35-033.00, 2-025M-35-032.00; PPIN: 9550, 9547, Ward 1, Forrest Co.) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7, R-3 (Multi-Family Residential) to Section 4.5.4, R-1B (Single-Family Residential) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Steven Parker	307 Pineridge Point	Petal, MS
	Michael Long	26 Bent Brook Dr.	(no city/state provided)
<u>Proponents:</u>	None		
<u>Opponents:</u>	Ric Corts	106 Lakeshore Dr.	Hattiesburg, MS
	Robert Cummings	111 Lakeshore Dr.	Hattiesburg, MS
	John Eye	123 J Ed Turner Dr.	Hattiesburg, MS
	Chris Bowen	9 Alex Lane	Hattiesburg, MS
	Peyton R. Gwinn	19 Classic Woods Dr.	Hattiesburg, MS
	Kathryn Cummings	111 Lakeshore Dr.	Hattiesburg, MS

Before opening the hearing, Mrs. Lowrey read five emails from neighboring property owners or residents that the Planning Division received before the hearing. None of the emails from surrounding property owners were in full support of the proposed rezoning.

Steven Parker, Representative and Engineer for Bent Brook LLC., presented the application. He pointed out that the developer's original intent was to keep the R-3 zoning and change the A-1 zoning to R-1C for a proposed development across the two parcels that would include a total of 77 single-family homes. He also pointed out that it was not the intent of the developer to use the R-3 zoned parcel as a multi-family development. After discussions that he and the developers had with the neighboring property owners and Councilman Jeffrey George, there were concerns over leaving the R-3 zoning in place, and if there was an opportunity to remove that zoning, neighboring property owners would like to see that rezoned as well to single-family zoning. Steven Parker and the developer agreed to rezone both parcels to single-family zoning of R-1B, which reduced the number of lots down to 74 and increased the overall size of lots to minimum dimensional standards of an R-1B zoning. Steven noted the zoning of the development directly to the south and adjacent as R-1C as well as another nearby development at the entrance of Classic Drive being R-1C. He also noted that he believed the proposed change to R-1B was a compromise with the neighborhood and justification of why they initially withdrew their

application in January. Mr. Parker shared the developers intend to match the aesthetics of surrounding developments with the homes.

Chair Miller asked if the developers had met with any of the neighboring property owners. Steven Parker said that during their initial conversations they had met with property owners who were in the subdivision directly to the South and their primary concern was a buffer. Commissioner Conville asked about the topography of the property and how the developers intended to deal with drainage. Mr. Parker shared the intended plans to address drainage. Commissioner Conville noted that would result in the removal of a lot of trees. Mr. Parker rebutted they plan to keep as many trees as possible. Commissioner Conville pointed out that the design of the subdivision is not very attractive and wished that the developers had used more creativity in creating their plans. Rebekah Ray concurred that this appears to be a “cookie-cutter” subdivision and is creating a dense neighborhood. Mr. Parker rebutted that with the existing zoning of R-3, it could be more dense. Commissioner Keysear asked for clarification on how these homes would address affordability as noted in the applications submission packet. Mr. Parker pointed out that affordability is subjective, but did not feel that the homes the developer plans to build would be considered “cheap” and wouldn’t “contaminate” the neighborhood.

Michael Long, the developer with Westhaven Homes, shared that the homes would be high quality and spoke on his experience as a developer, having constructed over 1000 residential lots throughout Lamar County. He offered to devote a lot to greenspace or a playground for the proposed neighborhood. He pointed out that this phase is preliminary and wanted to ensure they would be able to move forward with their proposed rezone before providing additional drawings or plans. Chair Miller again posed the question of whether they had any communication with the surrounding neighborhood and property owners. Mr. Long shared that they had communication with property owners within Classic Woods and that they had supported the development.

Ric Corts, a resident of Bent Creek, spoke in opposition to the development. He noted that there are some R-1B properties nearby, but argued that there is “enough” of that zone. He asked that he would like for the engineer and developer to have a little more imagination and asked the commission to consider not approving the proposed rezone. Chair Miller asked for clarification of the neighbor's perspective on how the developers have provided a compromise between what could be developed as an R-3 and what they are proposing as an R-1B, pointing out that the Planning Commission cannot stop the developer from developing to the standards of R-3 zoning if they

choose to. Mr. Corts pointed out that the developers noted they had no intention of developing the lot as an R-3 and would prefer to see R-1A lots developed.

Robert Cummings, resident of Lakeshore Dr, also spoke in opposition to the rezoning. He cited increased density. John Eye, a nearby resident on J. Ed. Turner Drive, also spoke out against the rezoning. He pointed out that while there are nearby R-1C Zones, those neighborhoods were not developed to the minimum standards of those districts, creating less density than what is allowed. He shared that the R-3 zoning appears to go against the comprehensive plan, and the increase in density creates more problems for the area, including traffic problems. Mr. Eye would prefer R-1A. Chair Miller reiterated that while the neighbors may want to see the property rezoned to R-1A, the planning commission was not presented with those options today. He pointed out that a vote in favor of the rezoning would change both properties to single-family zonings whereas a vote against would allow the R-3 zone to continue to exist. Supervisor Chris Bowen, Resident, also spoke in opposition to the rezoning. Supervisor Bowen would prefer R-1A to maintain the existing character of the neighborhood. He also noted he had “tools in his kit” in the same way the developers were holding the R-3 zoning over their head, mentioning the endangered species act and runoff requirements as those tools. He stated he wanted to be good neighbors with the developers, but also wanted something that was in character with the neighborhood.

Peyton R. Gwinn, resident on Classic Woods Drive, also spoke in opposition to the rezoning, stated that he opposed some characteristics of the development and pointed out that the proposed development is twice the size of other nearby subdivisions. He also shared his concerns with traffic increase to the area with the increase in housing. Kathryn Cummings, a resident on Lakeshore Drive, also spoke in opposition to the development. She noted the area is a quiet neighborhood that people enjoy being in and hopes precedence is not set today with the proposed development, as there are other nearby properties for sale.

Chair Miller then declared the public hearing portion of the meeting closed. Commissioner Ray, gave thanks to the community for coming out to share their input on today’s meeting. Chair Miller emphasized this, noting the importance of community input, even if it makes their job more difficult at times. Commissioner Hinton pointed out that as it stands now, the R-3 zoned property could be developed into something much worse than what is being presented. Commissioner Ray emphasized the community input, indicating their desire to not see more dense development in their neighborhood. Chair Miller again reiterated that the existing lot is R-3, and the developer has

presented a compromise to the community from what could be developed as it. He again shared it was not the ability of the community to alter the request so that the parcels could be zoned to R-1A instead of what was being presented. Commissioner Hinton and Commissioner Conville sought clarification from staff on what the next steps are in approving the final plat. Commissioner Keysear asked if certain conditions could be added to this approval and Mrs. Lowrey noted that no conditions could be added to a rezoning request. Commissioner Keysear noted this is a growing residential area and pointed out that while he would have preferred to see the rezoning presented as an R-1A, he pointed out that the difference in minimal lot standards for R-1A and R-1B were minimal in his opinion and reiterated the housing shortage for homes in the price range of the proposed homes. He also noted the zoning to the south currently zoned R-1C, which would allow for more dense development than what is presented today. He shared that he believed there was still an opportunity for this development to still be successful as presented, despite the opposition against it. Commissioner Hinton pointed out that while the developer may offer to develop some of the lots as a green space, the Planning Commission would ultimately have no control over what they do.

Commissioner Conville made a motion to Deny the request, stating the characteristic of the neighborhood has not changed and there is no public need for a rezone. The motion was seconded by Amy Hinton and a roll call vote was conducted.

Commissioners voting aye: Dick Conville
Amy Hinton, Vice-Chair
Elayne Lockett
Rebekah Ray
Rhoda A. Pickett

Commissioners voting nay: Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Mark Miller, Chair
Kenneth Waites

BUSINESS MEETING

Chair Miller asked for the ADU subcommittee to meet with him briefly before leaving. Having no further business, Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded by Commissioner Ray. The meeting was adjourned at 3:50 PM.

Mark Miller, Chair

Ginger Lowrey, Planning Division Manager

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
TO CHANGE THE ZONING CLASSIFICATION FOR CERTAIN PROPERTIES
LOCATED ON CLASSIC DRIVE (PARCEL 2-025M-35-033.00, 2-025M-35-032.00; PPIN
9550, 9547, WARD 1) FROM SECTION 4.5.1 A-1 (AGRICULTURAL) DISTRICT AND
SECTION 4.5.7 R-3 (MULTI-FAMILY RESIDENTIAL) TO SECTION 4.5.4, R-1B
(SINGLE-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Deny said change in zoning for the following reasons:

The character of the neighborhood has not changed substantially so that rezoning is clearly justified, and there is not a public need for the rezoning.

Parcel 33; PPIN 9550 Record Description:

A part of the E 1/2 of SW 3/4 of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi, being the South five acres of the NE 1/4 of SW 1/4 and the North five acres or the SE 1/4 of SW 1/4, all in said Section, Township and Range, and being more definitely and particularly described as follows: Beginning at the Northeast corner of said SE 1/4 of SW 1/4 of said Section, Township and Range, run thence North along the East boundary line of said NE 1/4 of SW 1/4 a distance of 165 feet to a concrete monument, run thence at right angles West a distance of 1320 feet to a concrete monument located on the West boundary line of said NE 1/4 of SW 1/4, run thence at right angles South along the West boundary lines of the NE 1/4 of SW 1/4 and the SE 1/4 of SW 1/4 a distance of 330 feet to a concrete monument, run thence at right

angles East a distance of 1320 feet to a concrete monument located on the East boundary line of the SE 1/4 of SW 114, and run thence North along said East boundary Line of said SE 1/4 of SW 1/4 a distance of 165 feet to the point of beginning; said parcel of land comprising, in the aggregate, ten (10) acres.

Parcel 32; PPIN 9547 Record Description:

The South half of the North Half of the North half of the SE 1 /4 of SW 1/4 and the North half of the South half of the North half of the SE 1 /4 of SW 1 /4 of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2022.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 22, 2022

Re: Adopt a Resolution requesting that the Mississippi Department of Transportation (MDOT) initiate the Blueways Master Plan Project and authorize the Mayor to execute initiation request letter.
File Number: 2022-176
Minute Book #

Summary

Adopt a resolution requesting that the Mississippi Department of Transportation (MDOT) initiate the Blueways Master Plan Project and authorize the Mayor to execute initiation request letter.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 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

March 22, 2022

David H. Seyfarth, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 B Highway 49
Saucier, MS 39574-9740

Re: BLUEWAYS MASTER PLAN PROJECT
CITY OF HATTIESBURG
PROJECT ACTIVATION REQUEST

Dear Mr. Seyfarth:

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will consist of the development of a Master Plan for area waterways.

Enclosed please find a copy of the resolution adopted by the City on March 22, 2022 which requests that the project be initiated by MDOT, a letter from the Hattiesburg Petal Forrest Lamar MPO acknowledging this request, a vicinity map, a copy of the director's LPA Certificate, and a copy of our most recent audit report.

In an effort to facilitate the completion of the project, I am delegating authority to Lamar Rutland, P.E., Engineering Director for the City of Hattiesburg as the Chief LPA Official, phone: (601) 545-4540, email: lrutland@hattiesburgms.com.

The LPA Project Director for the City regarding this project will be Sharon Hensarling, phone (601) 545-4541, email: shensarling@hattiesburgms.com.

Thank you for your attention in this matter.

Sincerely,

Toby Barker
Mayor, City of Hattiesburg

Enclosures

CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
Blueways Master Plan Project

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Blueways Master Plan project, described herein; and

WHEREAS, this project will consist of the development of a Master Plan for area waterways; and

WHEREAS, a portion of the engineering costs will be paid by the City of Hattiesburg; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are \$230,000.00.

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

The Mayor and City Council request that the Mississippi Department of Transportation initiate the Blueways Master Plan Project.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 22nd day of March, 2022.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of March, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 22, 2022

Re: Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the West 7th Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.
File Number: 2022-166
Minute Book #

Summary

Approve contract with Shows, Dearman and Waits, Inc. for engineering services related to the West 7th Street Infrastructure Improvements project; Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **March 22, 2022** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **West 7th Street Infrastructure Improvements Project** ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

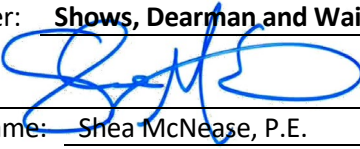
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **3/22/2022**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

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

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 Construction Phase

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/22/22.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/22/22.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

4. *Progress Payments:*

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

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

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

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

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

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

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$140,450.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **365 day** construction schedule.

B. *Compensation for Reimbursable Expenses:*

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

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

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

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

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

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

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

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

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

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **3/22/22**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/22/22.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/22/22.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

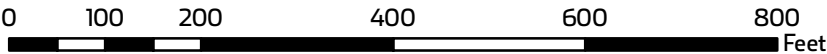
- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

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

City of Hattiesburg - West 7t St Infrastructure Rehabilitation
Attachment A



Project shall include street, sewer, and storm drain rehabilitation between N Main St & Providence St

PROVIDENCE ST

MORRIS CIR

E 8TH ST

W 8TH ST

LIVE OAK DR

UNK230

E 7TH ST

W 7TH ST

MAIN ST

UNK210

E 6TH ST

UNK190

COLUMBIA ST

MONTAGUE ST

MCLAURIN ST

EUPORA ST

LAKE ST

WEST ST

Sewer Rehab

Presented By: SHOWS, DEARMAN, & WAITS, INC.
301 2nd Ave || Hattiesburg, MS 39401 || (p) 601.544.1821 || sd-w.com

Project # 12220-007
Date: 03/09/2022
Scale: 1" = 200'



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 22, 2022

Re: Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Mable Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.
File Number: 2022-169
Minute Book #

Summary

Approve contract with Shows, Dearman and Waits, Inc. for engineering services related to the Mable Street Infrastructure Improvements project; Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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American Council of Engineering Companies
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(202) 347-7474
www.acec.org

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1801 Alexander Bell Drive, Reston, VA 20191-4400
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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **March 22 , 2022** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Mable Street Infrastructure Improvements Project** ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

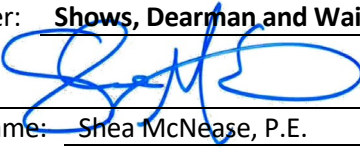
Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Engineer: Shows, Dearman and Waits, Inc.

By: _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **3/22/2022**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

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

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 Construction Phase

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/22/22.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/22/22.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

4. *Progress Payments:*

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

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

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

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

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

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

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$79,450.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **100 day** construction schedule.

B. Compensation for Reimbursable Expenses:

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

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

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

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

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

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

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

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

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

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **3/22/22**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/22/22.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/22/22.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

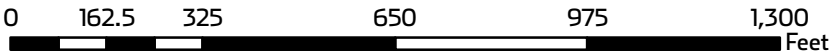
- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

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

Mable Street Sewer Rehab
Attachment A



Presented By: SHOWS, DEARMAN, & WAITS, INC.
301 2nd Ave | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Project #12220-003
Date: 3/2/2022
Scale: 1" = 350'



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 22, 2022

Re: Approve Letter Agreement between the City and Neel-Schaffer, Inc. for engineering services related to the Lincoln Road Paving Project and authorize the Mayor to execute in duplicate.
File Number: 2022-172
Minute Book #

Summary

Approve letter agreement between the City and Neel-Schaffer, Inc. for engineering services related to the Lincoln Road Paving Project; Authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.

March 14, 2022

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

RE: LINCOLN ROAD PAVING PROJECT
AGREEMENT FOR PROFESSIONAL SERVICES

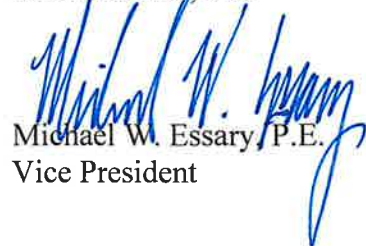
Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional services to the City of Hattiesburg in reference to the Lincoln Road Paving Project. Our services will be provided for a fixed fee of \$67,600.00 for Design Phase Services and \$47,300.00 for Construction Phase Services 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: _____
Mayor Toby Barker

DATE: _____

Attachments

EXHIBIT A
Scope of Work

The general scope of work will include milling, asphalt paving, adjustment of utilities, striping and traffic signal detection.

BASE BID LIMITS: 40th Avenue to Byron Street

ADDITIVE ALTERNATE LIMITS: Oak Grove Road to 40th Avenue

I - Items included in our Scope of Work:

1. Development of Construction Plans and Specifications
(Using Aerial Photography)
3. Development of Final Cost Estimate and Bid Documents
4. Bidding and Award Assistance
5. Construction Administration and Inspection

II- Items NOT included in our Scope of Work:

1. Boundary & Topographic Survey
3. Property Acquisition Services
4. Environmental, Cultural or Historical Assessments

EXHIBIT B
PROJECT MAP

28th AVENUE

BASE BID PROJECT
40th Ave. to Hwy 49

HIGHWAY 49

LINCOLN ROAD

40th AVENUE

28th AVENUE

LINCOLN ROAD

ADDITIVE ALTERNATE
Oak Grove Rd. to 40th Ave.

OAK GROVE ROAD

LINCOLN ROAD

40th AVENUE

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, March 22, 2022

Re: Approve Letter Agreements with Neel-Schaffer, Inc. for engineering services related to the Jaycee Park Renovation project, including 2 Fields, Common Area, parking lot and sidewalks, and authorize the Mayor to execute in duplicate.
File Number: 2022-177
Minute Book #

Summary

Approve letter agreement with Neel-Schaffer, Inc. for engineering services related to the Jaycee Park Renovation project and authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.

March 14, 2022

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

RE: JAYCEE PARK RENOVATION – FIELDS (2) & COMMON AREA

Dear Mayor Barker:

Neel-Schaffer, Inc. is pleased to offer this Letter Agreement to the City of Hattiesburg for professional services for a renovation of two (2) baseball/softball fields and associated common areas at Jaycee Park.

Our services will include Design Phase and Construction Administration Phase services in accordance with Exhibit A – Scope of Work (Fields (2) & Common Area – Parking & Buildings are not included).

We propose to provide these services for a fixed fee of \$258,441.00 (6% for Design Phase - \$155,065.00 and 4% for Construction Administration - \$103,376.00) in accordance with the Exhibit A – Scope of Work, Exhibit B – Project Concept, and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement. We will bill you monthly based on percentage of work completed.

If desired by the City of Hattiesburg, this Letter Agreement will allow Neel-Schaffer, Inc. to provide additional services in accordance with Exhibit C – General Terms and Conditions, and at the hourly rates or fixed fee based upon your acceptance. Prior to proceeding with requested additional services, we will write a letter to you referencing this Letter Agreement and defining the scope of services and the estimated fee. Upon your acceptance, we will proceed with the requested additional services.

Please indicate your acceptance of this Letter Agreement by executing both documents and returning one to our office. Thank you for the opportunity to be of service to you.

Sincerely,

Neel-Schaffer, Inc.



Russ Bryan, ASLA
Landscape Architect | Vice-President

ACCEPTED:

BY: _____

DATE: _____

Attachments

Exhibit A – Scope of Work

I - Items included in our Scope of Work as shown in Exhibit B Project Concept – Design Phase (Fields (2) & Common Area):

1. Topographic Survey
2. Geotechnical Investigation
3. Facilitate Preliminary Plan Review
4. Create Final Plans, Specifications & Bid Documents
5. Facilitate Final Plan Review
6. Develop Project Advertisement
7. Address Bidder Questions & Issue Addenda as needed
8. Facilitate Bid Opening
9. Issue Certified Bid Tabulation & Bid Letter
10. Issue Notice of Award Letter to Contractor
11. Assist with Construction Contract Execution between Contractor & City

II - Items included in our Scope of Work – Construction Administration (CA) Phase:

1. Issue Notice to Proceed to Contractor
2. Facilitate Pre-Construction Meeting with Contractor & City
3. Review & Approve Submittals
4. Provide Resident Project Representation
5. Address Contractor Questions and Plan/Specification Clarifications
6. Review & Certify Contractor Pay Applications
7. Assist with Project Closeout

III- Items NOT included in our Scope of Work:

1. Boundary Survey
2. Property Acquisition Services
3. Wetlands Delineation / Mitigation
4. Cultural Resources Survey
5. Environmental Site Assessments
6. Full Drainage Study
7. Re-Bidding of Project
8. H & H Study or No-Rise Report
9. Design & CA for Parking Lot, Buildings, Play Area



JAYCEE PARK & HATTIESBURG HIGH SCHOOL SOFTBALL COMPLEX – EXHIBIT B – PROJECT CONCEPT
CITY OF HATTIESBURG, MS

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.

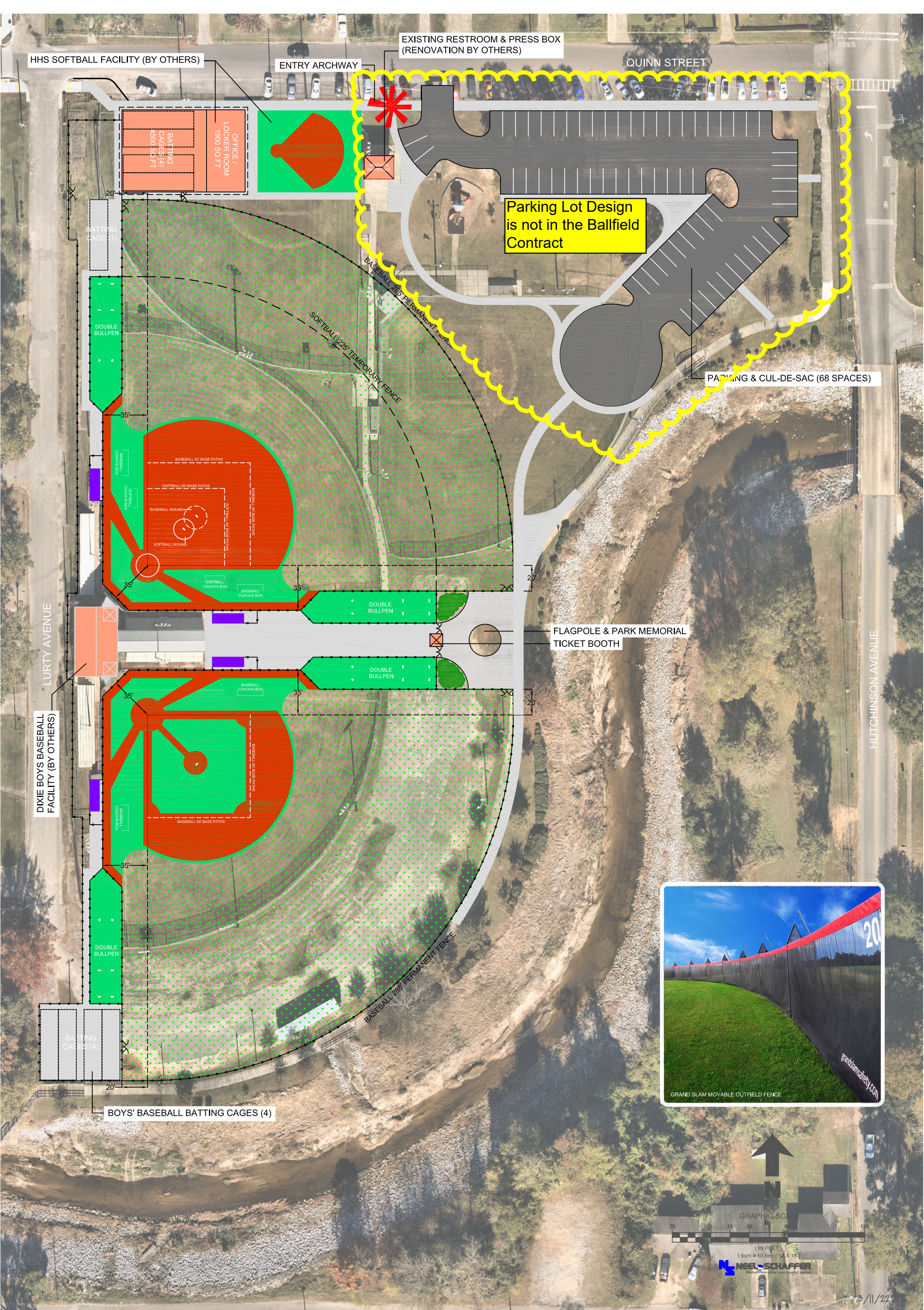
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party 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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JAYCEE PARK & HATTIESBURG HIGH SCHOOL SOFTBALL COMPLEX - CONCEPTUAL DRAWING
CITY OF HATTIESBURG, MS

March 14, 2022

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

RE: JAYCEE PARK RENOVATION – PARKING LOT & SIDEWALKS

Dear Mayor Barker:

Neel-Schaffer, Inc. is pleased to offer this Letter Agreement to the City of Hattiesburg for professional services for the parking lot & sidewalks associated with the baseball/softball fields at Jaycee Park. Our services will include Design Phase and Construction Administration Phase services in accordance with Exhibit A – Scope of Work.

We propose to provide these services for a fixed fee of \$39,300.00 in accordance with the Exhibit A – Scope of Work, Exhibit B – Project Concept, and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement. We will bill you monthly based on percentage of work completed.

If desired by the City of Hattiesburg, this Letter Agreement will allow Neel-Schaffer, Inc. to provide additional services in accordance with Exhibit C – General Terms and Conditions, and at the hourly rates or fixed fee based upon your acceptance. Prior to proceeding with requested additional services, we will write a letter to you referencing this Letter Agreement and defining the scope of services and the estimated fee. Upon your acceptance, we will proceed with the requested additional services.

Please indicate your acceptance of this Letter Agreement by executing both documents and returning one to our office. Thank you for the opportunity to be of service to you.

Sincerely,

Neel-Schaffer, Inc.

Michael W. Essary

Vice-President

ACCEPTED:

BY: _____

DATE: _____

Attachments

Exhibit A – Scope of Work **(Parking Lot & Sidewalks)**

I - Items included in our Scope of Work - Design Phase

1. Facilitate Preliminary Plan Review
2. Create Final Plans, Specifications & Bid Documents
3. Facilitate Final Plan Review
4. Develop Project Advertisement
5. Address Bidder Questions & Issue Addenda as needed
6. Facilitate Bid Opening
7. Issue Certified Bid Tabulation & Bid Letter
8. Issue Notice of Award Letter to Contractor
9. Assist with Construction Contract Execution between Contractor & City

II - Items included in our Scope of Work – Construction Admin. (CA) Phase

1. Issue Notice to Proceed to Contractor
2. Facilitate Pre-Construction Meeting with Contractor & City
3. Review & Approve Submittals
4. Provide Resident Project Representation
5. Address Contractor Questions and Plan/Specification Clarifications
6. Review & Certify Contractor Pay Applications
7. Assist with Project Closeout

III- Items NOT included in our Scope of Work:

1. Boundary Survey
2. Property Acquisition Services
3. Wetlands Delineation / Mitigation
4. Cultural Resources Survey
5. Environmental Site Assessments
6. Full Drainage Study
7. Re-Bidding of Project

EXHIBIT B PROJECT CONCEPT

ENTRY ARCHWAY

QUINN STREET

OFFICE /
LOCKER ROOM
1900 SQ FT

PLAY AREA

BASEBALL 285' PERMANENT FENCE
SOFTBALL 225' TEMPORARY FENCE

PARKING & CUL-DE-SAC (68 SPACES)

BASEBALL 60' BASE PATHS
SOFTBALL 60' BASE PATHS

SOFTBALL COACH'S BOX
BASEBALL COACH'S BOX

DOUBLE BULLPEN

FLAGPOLE & PARK MEMORIAL
TICKET BOOTH

DOUBLE BULLPEN

BASEBALL COACH'S BOX

BASEBALL 60' BASE PATHS
SOFTBALL 60' BASE PATHS

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.
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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.
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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.
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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, March 22, 2022

Re: Approve Letter Agreement with Jackson, Tullos & Rogers, PLLC for property acquisition services related to the Gordon Creek Commons project and authorize the Mayor to execute in duplicate.
File Number: 2022-159
Minute Book #

Summary

Approve letter agreement with Jackson, Tullos & Rogers, PLLC for property acquisition services related to the Gordon Creek Commons project and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.

Jackson, Tullos & Rogers, PLLC

Attorneys at Law
309 South 40th Avenue, Hattiesburg, MS 39402
www.jacksontullosrogers.com

Joseph R. Tullos, Partner

E-mail: jtullos@jacksonfirm.com

Telephone: (601) 264-3309

Mailing Address:

P.O. Box 15517

Hattiesburg, MS 39404-5517

March 6, 2022

Via E-Mail: lrutand@hattiesburgms.com

Mr. Lamar Rutland

Director of Engineering

City of Hattiesburg

P. O. Box 1898

Hattiesburg, MS 39403-1898

Re: Gordon Creek Commons

Dear Mr. Rutland:

It is our understanding that the City of Hattiesburg is proceeding with acquisition of real estate for the construction of public park adjacent to Gordon's Creek in the City of Hattiesburg.

Please accept this correspondence as our firm's engagement letter to the City of Hattiesburg in connection with the above referenced project. It is our understanding that federal funds may be utilized with this project. Our understanding is that acquisition services will cover portions of parcels identified by PPINs 21875, 44390, 21852 and 21853, and any additional parcels that may be added to the project.

In conjunction with that planning, design and/or construction, certain parcels of real estate may need to be acquired, in whole or in part, by the City. Please accept this correspondence as our firm's engagement letter to the City of Hattiesburg in connection with the above referenced project to perform title examination (covering a period of at least 32 years prior to the date of examination) for parcels identified by the City which may need to be acquired in conjunction with the project.

Based on the results of the examination, we will prepare an opinion letter or certificate which identifies the following information:

- Owner of the parcel;
- Status of real property taxes assessed against the parcel;
- Identification of any mortgages, liens, judgments, and other encumbrances affecting the parcel;

- A deraignment of title for the period covered;
- Copies of all instruments in the chain of title for the period reflected above; and
- A tax map depicting the parcel.

For said services, our firm will charge \$450.00 per tax parcel for the initial examination, and \$150.00 per parcel for any update examinations. Additional attorney services provided through our firm related to this engagement will be billed at \$200 for attorney services, and \$85 per hour for paralegal services. Incidental expenses such as copies, postage, recording fees, court costs, etc., will be charged at cost. This engagement is limited to parcels identified by the City, through the Director of Engineering.

We certainly hope that we would never have a dispute with you concerning any matter connected with our representation of you. However, if there ever were a dispute arising out of, relating to or in connection with our representation of you, we trust that each of us will use our best efforts to resolve any such dispute by good-faith negotiation and mutual agreement.

We appreciate your consideration of our firm and we look forward to assisting the City in this project.

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC

/s/ Joseph R. Tullos

Joseph R. Tullos

JRT/rmc

Agreed:

City of Hattiesburg

By: Mayor Toby Barker

Pursuant to Council Approval at meeting held on _____.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 22, 2022

Re: Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Audubon-Westwood & Lynnwood Neighborhoods Water Improvements Project reducing the contract amount by \$73,547.72 for a final contract amount of \$811,433.96 and authorize the Mayor to execute in triplicate; Acknowledge receipt of closing documents; Approve final acceptance of project; Authorize issuance of manual check in payment of final pay estimate to contractor.
File Number: 2022-164
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Audubon-Westwood & Lynnwood Neighborhoods Water Improvements Project reducing the contract amount by \$73,547.72 for a final contract amount of \$811,433.96 and authorize the Mayor to execute in triplicate; Acknowledge receipt of closing documents; Approve final acceptance of project; Authorize issuance of manual check in payment of final pay estimate to contractor.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.



Engineering Progress

March 2, 2022

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Water System Improvements Shadow Wood Drive & Huckleberry Lane
Audubon-Westwood & Lynnwood Neighborhoods
City of Hattiesburg**

Dear Mr. Rutland:

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

Enclosed are the following documents:

1. The final estimate no. 4 for the contractor in the amount of \$116,638.42
2. Three (3) copies of Supplemental Agreement No. 1 for the above referenced project. Please have the mayor execute each copy and return two (2) copies to our office for further processing.
3. Consent of Surety to final Payment
4. Warranty Letter
5. Substantial Completion Letter

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', is written over a large, loopy blue oval.

Shea E. McNease, P.E.
Project Engineer

/md

Enclosures

Contractor's Final Application for Payment No.

4FINAL

Application Period: 5/30/2020 - 8-20-2021		Application Date: 3/1/2022	
To (Owner): THE CITY OF HATTIESBURG, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): SHOWS, DEARMAN AND WAITS, INC.	
Project: SHADOW WOOD DRIVE	Contract:		
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:	

**Application For Payment
Change Order Summary**

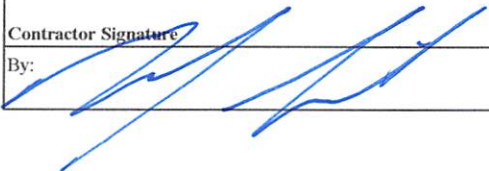
Approved Change Orders				
Number	Additions	Deductions		
SA NO. 1		\$73,547.72	1. ORIGINAL CONTRACT PRICE.....	\$ \$884,981.68
			2. Net change by Change Orders.....	\$ -\$73,547.72
			3. Current Contract Price (Line 1 + 2).....	\$ \$811,433.96
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$811,433.96
			5. RETAINAGE:	
			a. 5% X \$811,433.96 Work Completed.....	\$
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$811,433.96
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$694,795.54
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$116,638.42
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$
TOTALS		\$73,547.72		
NET CHANGE BY CHANGE ORDERS		-\$73,547.72		

Contractor's Certification

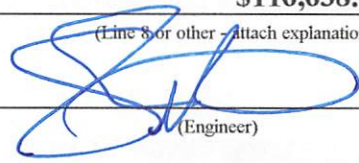
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor Signature

By:  Date: 3/1/2022

Payment of: \$ **\$116,638.42**
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) **3/1/22** (Date)

Payment of: \$ **\$116,638.42**
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)

Funding or Financing Entity (if applicable) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 4FINAL					
Application Period: 5/30/2020 - 8-20-2021						Application Date: 3/1/2022					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	WATER PIPE ITEMS										
1	2" AND UNDER 150 PSI WATER PIPE FOR CONNECTIONS OP		LF	\$14.85							
2	4" CLASS 350 DUCTILE IRON OPEN CUT		LF	\$30.72							
3	6" CLASS 350 DUCTILE IRON OPEN CUT	10,190	LF	\$24.14	\$245,986.60	10190	\$245,986.60		\$245,986.60	100.0%	
4	8" CLASS 350 DUCTILE IRON OPEN CUT	2,685	LF	\$32.19	\$86,430.15	2685	\$86,430.15		\$86,430.15	100.0%	
5	TRACER WIRE SYSTEM FOR WATER	1	SUM	\$28,391.90	\$28,391.90	1	\$28,391.90		\$28,391.90	100.0%	
	WATER CONNECTION ITEMS										
6	CUT AND CAP EXISTING WATER LINE IN PLACE	1	EA	\$732.18	\$732.18	1	\$732.18		\$732.18	100.0%	
7	CONNECTION: PROPOSED 6" TO EXISTING 4", TEE AND OT	1	EA	\$1,514.24	\$1,514.24	1	\$1,514.24		\$1,514.24	100.0%	
8	CONNECTION: PROPOSED 6" TO EXISTING 6" , VARIOUS FIT	1	EA	\$1,253.50	\$1,253.50	1	\$1,253.50		\$1,253.50	100.0%	
9	CONNECTION: PROPOSED 6" TO EXISTING 6", TEE AND OT	1	EA	\$1,398.76	\$1,398.76	1	\$1,398.76		\$1,398.76	100.0%	
10	CONNECTION: PROPOSED 6" TO EXISTING 8" HOT TAP AND	6	EA	\$3,580.08	\$21,480.48	6	\$21,480.48		\$21,480.48	100.0%	
11	CONNECTION: PROPOSED 6" TO EXISTING 10" HOT TAP AN	7	EA	\$3,693.72	\$25,856.04	7	\$25,856.04		\$25,856.04	100.0%	
12	CONNECTION: PROPOSED 6" TO EXISTING 12" HOT TAP AN	1	EA	\$4,420.04	\$4,420.04	1	\$4,420.04		\$4,420.04	100.0%	
13	CONNECTION: PROPOSED 6" TO PROPOSED 6", TEE AND OT	2	EA	\$987.57	\$1,975.14	2	\$1,975.14		\$1,975.14	100.0%	
14	CONNECTION: PROPOSED 8" TO EXISTING 6", TEE AND OT	1	EA	\$2,399.22	\$2,399.22	1	\$2,399.22		\$2,399.22	100.0%	
15	CONNECTION: PROPOSED 8" TO PROPOSED 6", TEE AND OT	7	EA	\$1,279.27	\$8,954.89	7	\$8,954.89		\$8,954.89	100.0%	
16	CONNECTION: PROPOSED 8" TO PROPOSED 8", TEE AND OT	1	EA	\$1,326.13	\$1,326.13	1	\$1,326.13		\$1,326.13	100.0%	
17	CONNECTION: PROPOSED 8" TO EXISTING 8" , VARIOUS FIT	1	EA	\$2,067.69	\$2,067.69	1	\$2,067.69		\$2,067.69	100.0%	
18	CONNECTION: PROPOSED 8" TO EXISTING 10" HOT TAP AN	1	EA	\$4,490.33	\$4,490.33	1	\$4,490.33		\$4,490.33	100.0%	
19	CONNECTION: PROPOSED 8" TO EXISTING 18" HOT TAP AN	1	EA	\$6,309.66	\$6,309.66	1	\$6,309.66		\$6,309.66	100.0%	
	WATER VALVE ITEMS										
20	4" GV		EA	\$930.17							
21	6" GV	21	EA	\$1,035.21	\$21,739.41	21	\$21,739.41		\$21,739.41	100.0%	
22	8" GV	9	EA	\$1,388.22	\$12,493.98	9	\$12,493.98		\$12,493.98	100.0%	
	Totals				\$479,220.34		\$479,220.34		\$479,220.34		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 4FINAL				
Application Period: 5/30/2020 - 8-20-2021							Application Date: 3/1/2022				
A					B	C	D	E	F		
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price							Total Value of Item (\$)
	SUBTOTAL FROM PREVIOUS PAGE				\$479,220.34		\$479,220.34		\$479,220.34		
	WATER FIRE PROTECTION ITEMS										
23	3 WAY FIRE HYDRANT W/ APPURT, INCL TEE, VALVE, HYD	17	EA	\$3,895.24	\$66,219.08	17	\$66,219.08		\$66,219.08	100.0%	
24	REMOVAL OF EXSTING FIRE HYDRANT	3	EA	\$937.19	\$2,811.57	3	\$2,811.57		\$2,811.57	100.0%	
	WATER SERVICE ITEMS										
25	3/4 RESIDENTIAL SERVICE TAP INCL FITTINGS SADDLE, CO	160	EA	\$425.37	\$68,059.20	160	\$68,059.20		\$68,059.20	100.0%	
26	3/4" SERVICE TUBING OPEN CUT ALL SIZES	625	LF	\$7.25	\$4,531.25	625	\$4,531.25		\$4,531.25	100.0%	
27	3/4" SERVICE TUBING BORED ALL SIZES	2,798	LF	\$7.25	\$20,285.50	2798	\$20,285.50		\$20,285.50	100.0%	
28	REMOVE RELOCATE AND RESET EXISTING WATER METER	3	EA	\$901.10	\$2,703.30	3	\$2,703.30		\$2,703.30	100.0%	
29	3/4" WATER SERVICE METER RESIDENTIAL		EA	\$781.97							
	MISC CONSTRUCTION ITEMS										
30	CRUSHED STONE 610	344	TON	\$53.48	\$18,382.15	343.72	\$18,382.15		\$18,382.15	100.0%	
31	SELECT FILL MATERIAL	838	CY	\$15.70	\$13,152.52	837.74	\$13,152.52		\$13,152.52	100.0%	
32	CONC PAVEMENT	561	SY	\$87.86	\$49,282.43	560.92	\$49,282.43		\$49,282.43	100.0%	
33	BRICK D-WAY REPAIR		SY	\$146.44							
34	9.5 HOT MIX ASPHALT	131	TON	\$158.15	\$20,659.13	130.63	\$20,659.13		\$20,659.13	100.0%	
35	19MM HOT MIX ASPHALT		TON	\$164.01							
36	BRICK SIDEWALK REPAIR ALL DEPTHS		SY	\$117.15							
37	CONC SIDEWALK REPAIR ALL DEPTHS		SY	\$87.86							
38	CONC CURB AND GUTTER		LF	\$76.15							
39	REMOVE , SALVAGE AND REPLACE CHAIN LINK FENCE		LF	\$29.29							
40	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE		LF	\$11.71							
41	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING 6"		LF	\$11.71							
42	SOLID SOD, INCLUDE TOPSOIL, FERTILIZER, WATERING, E	5,600	SY	\$4.81	\$26,936.00	5600	\$26,936.00		\$26,936.00	100.0%	
43	LANDSCAPE RESTORATION, INCL TOP SOIL, PLANTS, MUL	1,990	SF	\$5.86	\$11,661.40	1990	\$11,661.40		\$11,661.40	100.0%	
44	CLEARING AND GRUBBING	1	ACRE	\$6,443.21	\$6,443.21	1	\$6,443.21		\$6,443.21	100.0%	
	Totals				\$790,347.08		\$790,347.08		\$790,347.08		

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Monthly Totals

For (Contract):		Application Number:	4FINAL
Application Period:	5/30/2020 - 8-20-2021	Application Date:	3/1/2022

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	WATER PIPE ITEMS											
1	2" AND UNDER 150 PSI WATER PIPE FOR CONNECTIONS OPEN CUT											
2	4" CLASS 350 DUCTILE IRON OPEN CUT											
3	6" CLASS 350 DUCTILE IRON OPEN CUT	846	5178	5510	-1344							10190
4	8" CLASS 350 DUCTILE IRON OPEN CUT		1823		862							2685
5	TRACER WIRE SYSTEM FOR WATER	0.06	0.57		0.37							1
	WATER CONNECTION ITEMS											
6	CUT AND CAP EXISTING WATER LINE IN PLACE				1							1
7	CONNECTION: PROPOSED 6" TO EXISTING 4", TEE AND C				1							1
8	CONNECTION: PROPOSED 6" TO EXISTING 6", VARIOUS			1								1
9	CONNECTION: PROPOSED 6" TO EXISTING 6", TEE AND C	1										1
10	CONNECTION: PROPOSED 6" TO EXISTING 8" HOT TAP A		4	2								6
11	CONNECTION: PROPOSED 6" TO EXISTING 10" HOT TAP		1	6								7
12	CONNECTION: PROPOSED 6" TO EXISTING 12" HOT TAP			1								1
13	CONNECTION: PROPOSED 6" TO PROPOSED 6". TEE AND C		2									2
14	CONNECTION: PROPOSED 8" TO EXISTING 6", TEE AND C		1									1
15	CONNECTION: PROPOSED 8" TO PROPOSED 6". TEE AND C	2	5									7
16	CONNECTION: PROPOSED 8" TO PROPOSED 8". TEE AND C		1									1
17	CONNECTION: PROPOSED 8" TO EXISTING 8", VARIOUS		1									1
18	CONNECTION: PROPOSED 8" TO EXISTING 10" HOT TAP		1									1
19	CONNECTION: PROPOSED 8" TO EXISTING 18" HOT TAP				1							1
	WATER VALVE ITEMS											
20	4" GV											
21	6" GV	5	3	8	5							21
22	8" GV		7		2							9

Monthly Totals

For (Contract):		Application Number:	4FINAL
Application Period:	5/30/2020 - 8-20-2021	Application Date:	3/1/2022

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER FIRE PROTECTION ITEMS											
23	3 WAY FIRE HYDRANT W/ APPURT, INCL TEE, VALVE, HY		6	10	1							17
24	REMOVAL OF EXSTING FIRE HYDRANT				3							3
	WATER SERVICE ITEMS											
25	3/4 RESIDENTIAL SERVICE TAP INCL FITTINGS SADDLE, C	6	69	55	30							160
26	3/4" SERVICE TUBING OPEN CUT ALL SIZES	90	470	20	45							625
27	3/4" SERVICE TUBING BORED ALL SIZES		924	1260	614							2798
28	REMOVE RELOCATE AND RESET EXISTING WATER METER				3							3
29	3/4" WATER SERVICE METER RESIDENTIAL											
	MISC CONSTRUCTION ITEMS											
30	CRUSHED STONE 610		212.23	131.49								343.72
31	SELECT FILL MATERIAL		526.99	310.75								837.74
32	CONC PAVEMENT		371.74	171.18	18							560.92
33	BRICK D-WAY REPAIR											
34	9.5 HOT MIX ASPHALT		12.09	9.48	109.06							130.63
35	19MM HOT MIX ASPHALT											
36	BRICK SIDEWALK REPAIR ALL DEPTHS											
37	CONC SIDEWALK REPAIR ALL DEPTHS											
38	CONC CURB AND GUTTER											
39	REMOVE, SALVAGE AND REPLACE CHAIN LINK FENCE											
40	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE											
41	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING 6"											
42	SOLID SOD, INCLUDE TOPSOIL, FERTILIZER, WATERING, E				5600							5600
43	LANDSCAPE RESTORATION, INCL TOP SOIL, PLANTS, MU				1990							1990
44	CLEARING AND GRUBBING	0.1	0.5	0.2	0.2							1

For (Contract):		Application Number:	4FINAL
Application Period:	5/30/2020 - 8-20-2021	Application Date:	3/11/2022

EJCDC® C-620 Contractor's Application for Payment
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Page 8 of 9

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. SU1159054

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:
(Name and address)

Water System Improvements Shadow Wood Drive & Huckleberry Lane, Audubon-Westwood & Lynnwood
Neighborhoods Hattiesburg, Mississippi

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED: December 30, 2019

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

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

on bond of
(Insert name and address of Contractor)

C.B. Developers, Inc.
1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

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

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 24, 2022
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal): Wes Price

Arch Insurance Company
(Surety)

By: Brody Eric Buckley
(Signature of authorized representative)

Brody Eric Buckley Attorney-in-Fact
(Printed name and title)

Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.



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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: **Brody Eric Buckley**

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU1159054
Principal: C.B. Developers, Inc.
Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of July, 2021

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



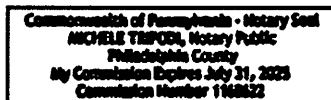
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 2, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 24th day of February, 2022.

Regan A. Shulman

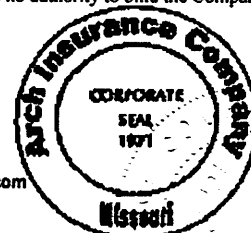
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



AICPOA040120

Printed in U.S.A.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

August 20, 2021

Shea McNease
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Shadow Wood Drive & Huckleberry Lane
Audubon – Westwood & Lynwood Neighborhoods – City of Hattiesburg, MS

Gentlemen:

Pursuant to ARTICLE 25- WARRANTY AND GUARANTEE, etc., in General Conditions, C.B. Developers, Inc. herewith invokes a One Year Warranty on the above referenced project beginning August 20, 2021 and ending August 20, 2022. This warranty includes all materials and work performed on the above referenced project.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

August 20, 2021

Shea McNease
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Shadow Wood Drive & Huckleberry Lane
Audubon – Westwood & Lynwood Neighborhoods – City of Hattiesburg, MS

Gentlemen:

We would like to request substantial completion on the above project starting on the 20th day of August 2021. The project is able to be used for its intended use.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNWOOD NEIGHBORHOODS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, C.B. Developers, Inc., Contractor and Arch Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 30th Day of December, 2019 for Country Water System Improvements Shadow Wood Drive & Huckleberry Lane Audubon – Westwood & Lynwood Neighborhoods.

WHEREAS: The following Attachment A of an Overrun/Underrun Statement for the project is considered as part of this Supplemental Agreement No. 1. All items associated with the construction contract shall be adjusted as outlined in the Attachment.

PROJECT DECREASE	\$	(73,547.72)
Original Contract Amount	\$	884,981.68
Underrun	\$	(73,547.72)
Final Contract Amount	\$	811,433.96

NOW, THEREFORE, We, C.B. Developers, Inc., Contractor and Arch Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 24th day of February, 2022

C.B. Developers, Inc.

By: _____

Contractor

Witness: _____

Arch Insurance Company

By: _____

Surety

Brody Eric Buckley/Attorney-in-Fact
Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.

Witness: _____

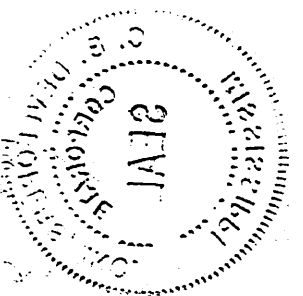
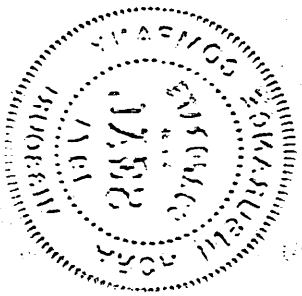
Wes Price

City of Hattiesburg

By: _____

Owner

Witness: _____



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POWER OF ATTORNEY

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its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: **SU1159054**
Principal: **C.B. Developers, Inc.**
Obligee: **City of Hattiesburg**

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

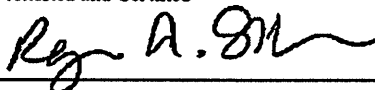
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

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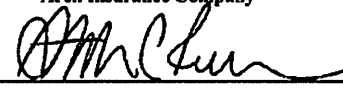
Attested and Certified



Regan A. Shulman, Secretary



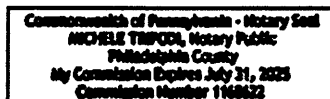
Arch Insurance Company

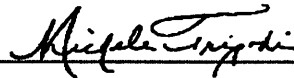


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



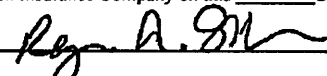


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

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Regan A. Shulman, Secretary

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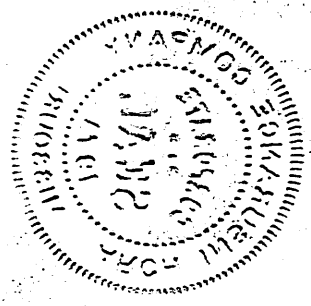
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Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

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Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



[Faint, mostly illegible text covering the upper and middle portions of the page. The text appears to be a series of paragraphs, possibly a report or a letter, but the characters are too light to transcribe accurately.]



OVERRUNS UNDERRUNS
 PROJECT: Water System Improvements - Shadow Wood Dr Huckleberry Ln
 Audobon-Westwood Lynnwood Neighborhoods
 CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Water Pipe Items								
1	2" & Under 150 PSI PVC Pipe for Connections (Open Cut)	LF	20	0		20	\$14.85		\$ 297.00
Reason: Line diameter was not encountered during construction.									
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	100	0		100	\$30.72		\$ 3,072.00
Reason: Line diameter was not encountered during construction.									
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	9,640	10,190	550		\$24.14	\$ 13,277.00	
Reason: Extra footage needed to tie-in loops and replace defective existing pipe.									
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,640	2,685	45		\$32.19	\$ 1,448.55	
Reason: Minor Change									
5	Tracer Wire System for Water	LS	1	1			\$28,391.90		
Reason:									
	Water Connection Items								
6	Cut and Cap Existing Water Line in Place	EA	4	1		3	\$732.18		\$ 2,196.54
Reason: System configuration was found to be different than mapped. Also, existing pipe was found to be defective and was replaced which eliminated tie-in.									
7	Connection: Proposed 6" to Existing 4" (Tee & other Fittings)	EA	2	1		1	\$1,514.24		\$ 1,514.24
Reason: Existing pipe was found to be defective and was replaced which eliminated tie-in.									
8	Connection: Proposed 6" to Existing 6" (Various Fittings)	EA	1	1			\$1,253.50		
Reason:									
9	Connection: Proposed 6" to Existing 6" (Tee & other Fittings)	EA	1	1			\$1,398.76		
Reason:									
10	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	EA	6	6			\$3,580.08		
Reason:									

OVERRUNS UNDERRUNS

PROJECT: Water System Improvements - Shadow Wood Dr Huckleberry Ln

Audobon-Westwood Lynnwood Neighborhoods

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
11	Connection: Proposed 6" to Existing 10" (Hot Tap w/ Valve Assembly)	EA	7	7			\$3,693.72		
Reason:									
12	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	EA	1	1			\$4,420.04		
Reason:									
13	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	EA	2	2			\$987.57		
Reason:									
14	Connection: Proposed 8" to Existing 6" (Tee & other Fittings)	EA	1	1			\$2,399.22		
Reason:									
15	Connection: Proposed 8" to Proposed 6" (Tee & other Fittings)	EA	6	7	1		\$1,279.27	\$ 1,279.27	
Reason: Existing pipe was found to be defective and was replaced which added a tie-in.									
16	Connection: Proposed 8" to Proposed 8" (Tee & other Fittings)	EA	1	1			\$1,326.13		
Reason:									
17	Connection: Proposed 8" to Existing 8" (Various Fittings)	EA	1	1			\$2,067.69		
Reason:									
18	Connection: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	EA	1	1			\$4,490.33		
Reason:									
19	Connection: Proposed 8" to Existing 18" (Hot Tap w/ Valve Assembly)	EA	1	1			\$6,309.66		
Reason:									
	Water Valve Items								
20	4" Gate Valve	EA	2	0		2	\$930.17		\$ 1,860.34
Reason: System configuration was found to be different than mapped. Also, existing pipe was found to be defective and was replaced which eliminated tie-in.									
21	6" Gate Valve	EA	21	21			\$1,035.21		
Reason:									

OVERRUNS UNDERRUNS

PROJECT: Water System Improvements - Shadow Wood Dr Huckleberry Ln

Audobon-Westwood Lynnwood Neighborhoods

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
22	8" Gate Valve	EA	9	9			\$1,388.22		
Reason:									
	Water Fire Protection Items								
23	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	17	17			\$3,895.24		
Reason:									
24	Removal of Existing Fire Hydrant	EA	3	3			\$937.19		
Reason:									
	Water Service Items								
25	Residential Service Tap (¾") (Incl: Fittings, Tapping Saddle, Corp Stop, etc.)	EA	160	160			\$425.37		
Reason:									
26	¾" Service Tubing (Open Cut) (All Sizes)	LF	675	625		50	\$7.25		\$ 362.50
Reason: Distance to meter was different than designed.									
27	¾" Service Tubing (Bored) (All Sizes)	LF	3,295	2,798		497	\$7.25		\$ 3,603.25
Reason: Distance to meter was different than designed.									
28	Remove, Relocate and Reset Existing Water Meter (incl. fittings, etc.)	EA	1	3	2		\$901.10	\$ 1,802.20	
Reason: Location of meters in relation to driveway required that the meter be relocated.									
29	¾" Water Service Meter (Residential)	EA	5	0		5	\$781.97		\$ 3,909.85
Reason: New meters were not required in field.									
	Miscellaneous Construction Items								
30	Crushed Aggregate (Size 610)	Ton	513	343.72		169	\$53.48		\$ 9,053.09
Reason: Field conditions did not require planned quantity									
31	Select Fill Material (Class 9, Group C), LVM	CY	1,415	837.74		577	\$15.70		\$ 9,062.98

OVERRUNS UNDERRUNS
 PROJECT: Water System Improvements - Shadow Wood Dr Huckleberry Ln
 Audobon-Westwood Lynnwood Neighborhoods
 CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Reason: Field conditions did not require planned quantity									
32	Concrete Pavement Repair (All Depths)	SY	650	560.92		89	\$87.86		\$ 7,826.57
Reason: Field conditions did not require planned quantity									
33	Brick Driveway Repair (All Depths)	SY	13	0		13	\$146.44		\$ 1,903.72
Reason: Field conditions did not require planned quantity									
34	9.5mm How Mix Asphalt	Ton	189	130.63		58	\$158.15		\$ 9,231.22
Reason: Field conditions did not require planned quantity									
35	19mm Hot Mix Asphalt	Ton	115	0		115	\$164.01		\$ 18,861.15
Reason: Field conditions did not require planned quantity									
36	Brick Sidewalk Repair (All Depths)	SY	4	0		4	\$117.15		\$ 468.60
Reason: Field conditions did not require planned quantity									
37	Concrete Sidewalk Repair (All Depths)	SY	43	0		43	\$87.86		\$ 3,777.98
Reason: Field conditions did not require planned quantity									
38	Concrete Curb & Gutter (Match Existing Type)	LF	154	0		154	\$76.15		\$ 11,727.10
Reason: Field conditions did not require planned quantity									

OVERRUNS UNDERRUNS
 PROJECT: Water System Improvements - Shadow Wood Dr Huckleberry Ln
 Audobon-Westwood Lynnwood Neighborhoods
 CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
39	Remove, Salvage and Replace Chain Link Fence	LF	75	0		75	\$29.29		\$ 2,196.75
Reason: Field conditions did not require planned quantity									
40	6" Yellow Thermoplastic Detail Traffic Stripe	LF	50	0		50	\$11.71		\$ 585.50
Reason: Field conditions did not require planned quantity									
41	Legend White Thermoplastic Traffic Marking (6" Equivalent)	LF	36	0		36	\$11.71		\$ 421.56
Reason: Field conditions did not require planned quantity									
42	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	5,480	5,600	120		\$4.81	\$ 577.20	
Reason: Minor Change									
43	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	1,990	1,990			\$5.86		
Reason:									
44	Clearing and Grubbing	Acre	1	1			\$6,443.21		
Reason:									
45	Temporary Erosion Control	LS	1	1			\$3,514.48		
Reason:									
46	Maintenance of Traffic	LS	1	1			\$5,857.47		
Reason:									
47	Mobilization	LS	1	1			\$11,714.93		
Reason:									
								\$ 18,384.22	\$ 91,931.94
PROJECT DECREASE								\$	(73,547.72)
Original Contract Amount								\$	884,981.68
Underrun								\$	(73,547.72)
Final Contract Amount								\$	811,433.96



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 22, 2022

Re: Approve renewal of Agreement (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.
File Number: 2022-170
Minute Book #

Summary

Approve renewal of Agreement (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.



**DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™
1100 SPAATZ STREET
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102**

10 January 2022

CITY OF HATTIESBURG (SDA0169)
HONORABLE TOBY BARKER
MAYOR
PO BOX 1898
HATTIESBURG MS 39403-1898

Attached is the 2022-2024 loan renewal package for the historical property on loan to your organization from the National Museum of the United States Air Force (NMUSAF).

The loan renewal period has been extended from an annual renewal to a biennial renewal for the next cycle. The loan renewal cycle after this cycle will be for five years - 2024-2029. For all other cycles, it will remain a five year cycle, renewing the 4th and 9th year of each decade. Approvals for this change have been in the works for some time and we are pleased this process has come to fruition. We are thrilled that this will decrease the workload for borrowing organizations.

There is a requirement that the Department of the Air Force must meet that each loan account verify that the property in their care is being used for approved purposes, is being maintained and protected according to the agreement, and that the organization still desires to retain the property yearly. For every non-cycle year this requirement will be met by the annual return of a signed inventory and POC sheet. There will be no requirement for a signed loan agreement, proof of insurance, or photographs on the four non-cycle years.

The loan agreement has been updated to reflect the governing organizational change from the United States Air Force (USAF) to the Department of the Air Force (DAF). This is the only substantive change to the loan agreement.

The 2022-2024 renewal package includes the following:

1. Instruction Sheet
2. 2022 Loan Agreement with Attachments 1 and 2.
3. 2022 Inventory
4. Point of Contact Information Sheet
5. Return Checklist

Please make sure you review and follow the instructions provided to you.

The 2022-2024 loan renewal package must be returned no later than **31 March 2022**.

Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Department of the Air Force history. If you have any questions or you need additional information, please contact me at NMUSAF.MUC.StaticDisplay@us.af.mil.

Sincerely

A handwritten signature in black ink, appearing to read 'Mel. Shaw', with a stylized flourish at the end.

MELISSA SHAW
Community Static Display Program Administrator

Attachments:

1. Instruction Sheet
2. 2022 Loan Agreement w/Attachments
3. 2022 Inventory Report
4. Point of Contact Information Sheet
5. Return Checklist

INSTRUCTIONS FOR COMPLETING THE STATIC DISPLAY LOAN RENEWAL PACKAGE

1. LOAN AGREEMENT: Review, sign and date the Acceptance Statement located on page six of the loan agreement. The Loan Agreement must be signed by the individual authorized to obligate the organization.

NOTE: No changes are authorized to be made to the Loan Agreement. Any changes made will automatically void the Agreement. Return the entire document, excluding Attachments 1&2.

2. INVENTORY REPORT: Complete a physical inspection of each item, verifying the nomenclature against the attached inventory report. Please annotate any discrepancies such as additions (attached munitions), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement at the bottom of the inventory.

3. POINT OF CONTACT INFORMATION SHEET: Review the Point of Contact Information sheet and make handwritten changes to update the information, **do not retype**. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian (no exceptions).
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the National Museum of the USAF and can answer any questions in reference to the items on loan. This individual may be different from the Historical Property Custodian.
- Email Address: This is the email address for all correspondence. Please consider making this an organizational email address, not one tied to a person's name.

4. PHOTO REQUIREMENT: Provide current digital images saved in JPG format. No videos, movies, PowerPoints, etc will be accepted.

Images must contain:

- General view of the **whole aircraft/missile in its entirety, taken from both left and right sides** to include sufficient detail to show the overall condition. No section or angle shots. Images for all other artifacts will be of sufficient detail to insure positive identification of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate).
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable).
- If aircraft/missile has been reconfigured, a photograph of the sign is required. See paragraph 13 of the Loan Agreement for sign requirement.

5. INSURANCE: Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided. This document must be dated within the loan renewal cycle.

6. RETURN CHECK LIST: Complete return check list.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

2022 LOAN AGREEMENT, SDA0169

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **CITY OF HATTIESBURG**, hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **MS** and located at **HATTIESBURG** a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2022 and ending 31 March 2024. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include, but not limited to, annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall, within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2022.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender, and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

“The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year).”

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components. In accordance with Attachment 1, (“NMUSAF Loan and Static Display Programs’ Instructions for Preparation and Maintenance of Aerospace Vehicles”), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

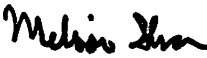
15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Tenth Day of January, 2022, at Wright-Patterson AFB Ohio.

By: 
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2022, at _____.

CITY OF HATTIESBURG
(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address: _____

Telephone: _____

Email: _____

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 67 degrees and 47% relative humidity, with no more than a 5 degree temperature or 5 percent humidity variation. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper

storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

Loan Account Number SDA0169

RCS: HAF-HO(A) 8801

Typed or Printed Title

2022 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0169
CITY/ORGANIZATION NAME	CITY OF HATTIESBURG
MAILING ADDRESS	PO BOX 1898
CITY	HATTIESBURG
STATE/COUNTRY	MS
ZIP CODE	39403-1898
PHYSICAL LOCATION OF ITEM	52 Academy Drive
HISTORICAL PROPERTY CUSTODIAN:	
FIRST NAME:	TOBY
LAST NAME:	BARKER
TITLE, HISTORICAL PROPERTY CUSTODIAN	MAYOR OF HATTIESBURG
PRIMARY POINT OF CONTACT	HONORABLE TOBY BARKER
TITLE PRIMARY POINT OF CONTACT	MAYOR
PRIMARY PHONE NUMBER	601-545-4501
ALTERNATE PHONE NUMBER	601-545-4502
PRIMARY FAX NUMBER	601-545-4608
EMAIL ADDRESS	tbarker@hattiesburgms.com

STATIC DISPLAY LOAN RENEWAL PACKAGE

RETURN CHECKLIST

- ☐ Signed/dated Loan Agreement. Return entire document excluding Attachment 1&2.
-Loan Agreement must be signed by an individual authorized to obligate the organization/municipality/county.
- ☐ Signed/dated Inventory Report.
- ☐ Updated Point of Contact Information Sheet.
-Do not retype this sheet.
- ☐ Digital images of each item on loan.
-Images will show the entire item (left and right side). Additional photographs should be detailed enough to show the condition of the airframe.
-DO NOT send movies, PowerPoints, etc. . .
-Ensure the photos have been saved to the CD or other storage device.
- ☐ Proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).
-For self-insured organizations, proof shall constitute a signed and dated statement, on official letterhead, attesting to the ability to reimburse for full replacement value.

The loan renewals package may be emailed to NMUSAF.MUC.StaticDisplay@us.af.mil. Send the documentation in one email and the photographs in a separate email each under 20MB. The photographs must be attached to an email as .jpgs.

Or it may be returned through the mail to the following address:

NATIONAL MUSEUM OF THE USAF/MUC
ATTN: MELISSA SHAW
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433

SUSPENSE DATE 31 MARCH 2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 22, 2022

Re: Acknowledge receipt of closing documents for the Quinn Street Speed Tables project; Authorize final acceptance of the project; Authorize issuance of a manual check in payment of contractor's final pay estimate.
File Number: 2022-167
Minute Book #

Summary

Acknowledge receipt of closing documents for the Quinn Street Speed Tables project; Authorize final acceptance of the project; Authorize issuance of a manual check in payment of contractor's final pay estimate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.

2/18/22
November 29, 2022
N-S Project No. 16119.001

Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTORS FINAL ESTIMATE
CITY OF HATTIESBURG
QUINN STREET SPEED TABLES AND SIDEWALK PROJECT

Dear Mr. Rutland:

Enclosed are three (3) originals of the Contractor's Final Estimate along with Final Close-Out Documents for the referenced project. I have reviewed the Contractor's Final Estimate and find the pay application to be in order. I, therefore, recommend payment to the contractor Gulf South Construction, LLC, in the amount of \$17,002.87 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.


Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

001402.7150 ST
MB 2021-127

APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, Ms. 39401

PROJECT:

APPLICATION: 6

Distribution to:

CONTRACTOR: Gulf South Construction LLC
P.O. Box 16105
Hattiesburg, Ms. 39404VIA ARCHITECT: Neel-Schaffer, Inc.
704 Hardy St.
Hattiesburg, Ms. 39401APP. DATE: 2/18/2022
PERIOD FROM: 12/1/2021
PERIOD TO: 2/11/2022☐ OWNER
☐ ARCHITECT
☐ ENGINEER
☐ CONTRACTOR

CONTRACT FOR: Quinn St. Speed Table

PROJECT NOS:

CONTRACT DATE: 6/9/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, G703, is attached.

1 ORIGINAL CONTRACT SUM	\$172,800.00
2 Net Change By Change Order	
3 CONTRACT SUM TO DATE	\$172,800.00
4 TOTAL COMPLETED AND STORED TO DATE	\$155,797.13
5 RETAINAGE:	0.00%
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
TOTAL RETAINAGE	\$0.00
6 TOTAL EARNED LESS RETAINAGE	\$155,797.13
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$151,232.64
8 CURRENT PAYMENT DUE	\$4,564.49
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$17,002.87

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTION
Total changes approved in previous months by Owner		
Total approval this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		

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

CONTRACTOR: Gulf South Construction LLC

By:

Date: 3-2-22

State of:

Mississippi

County of: Lamar

Subscribed and sworn to before me this

2nd

day of: March 2022

The above personally appeared before me the undersigned notary public and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Notary Public:

My Commission expires: 7/29/24

ARCHITECT/ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$4,564.49

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

ARCHITECT/ENGINEER:

By:

Date: 03/07/2022

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6

APPLICATION DATE: 02/18/22

PERIOD TO: 12/21/21

PROJECT NAME: Quinn St. Speed Table

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored	G Total Completed And Stored to Date	H % (G/C)	I Balance To Finish	J Retainage
			Previous Application	This Period					
202-B	Removal of Concrete Sidewalk	\$264.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$264.00	\$0.00
202-B	Removal of Pavement, All Types and Depths	\$1,584.00	\$1,584.00	\$0.00	\$0.00	\$1,584.00	100.00%	\$0.00	\$0.00
202-B	Removal of Curb and Gutter, All Types	\$147.00	\$205.80	\$0.00	\$0.00	\$205.80	140.00%	-\$58.80	\$0.00
202-B	Removal of Traffic Stripe	\$364.80	\$364.80	\$0.00	\$0.00	\$364.80	100.00%	\$0.00	\$0.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	\$2,225.00	\$667.50	\$333.75	\$0.00	\$1,001.25	45.00%	\$1,223.75	\$0.00
216-B	Solid Sodding, Centipede	\$1,351.50	\$1,391.25	\$352.98	\$0.00	\$1,744.23	129.06%	-\$392.73	\$0.00
219-A	Watering	\$400.00	\$200.00	\$0.00	\$0.00	\$200.00	50.00%	\$200.00	\$0.00
234-A	Silt Fence	\$1,584.00	\$504.00	\$0.00	\$0.00	\$504.00	31.82%	\$1,080.00	\$0.00
246-A	Sandbags	\$121.25	\$121.25	\$0.00	\$0.00	\$121.25	100.00%	\$0.00	\$0.00
601-B	Class "B" Structural Concrete, Minor Structures	\$37,000.00	\$24,050.00	\$0.00	\$0.00	\$24,050.00	65.00%	\$12,950.00	\$0.00
602-A	Reinforcing Steel	\$5,490.00	\$5,490.00	\$0.00	\$0.00	\$5,490.00	100.00%	\$0.00	\$0.00
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	\$3,827.20	\$4,425.20	\$0.00	\$0.00	\$4,425.20	115.63%	-\$598.00	\$0.00
604-A	Casting	\$5,208.90	\$1,149.45	\$0.00	\$0.00	\$1,149.45	22.07%	\$4,059.45	\$0.00
604-B	Grating	\$970.00	\$970.00	\$0.00	\$0.00	\$970.00	100.00%	\$0.00	\$0.00
907-242-PP	Construction of Raised Crosswalk, Per Plans	\$39,620.00	\$39,620.00	\$0.00	\$0.00	\$39,620.00	100.00%	\$0.00	\$0.00
608-A	Concrete Sidewalk, Without Reinforcement	\$23,132.25	\$23,132.25	\$0.00	\$0.00	\$23,132.25	100.00%	\$0.00	\$0.00
609-D	Combination Curb and Gutter, Type I Modified	\$4,134.75	\$4,134.75	\$0.00	\$0.00	\$4,134.75	100.00%	\$0.00	\$0.00
614-B	Concrete Driveway, With Reinforcement, 6 Inch Thickness	\$1,203.00	\$1,203.00	\$0.00	\$0.00	\$1,203.00	100.00%	\$0.00	\$0.00
618-A	Maintenance of Traffic	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
618-B	Additional Construction Signs	\$10.00	\$10.00	\$0.00	\$0.00	\$10.00	100.00%	\$0.00	\$0.00
620-A	Mobilization	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
699-A	Roadway Construction Stakes	\$9,737.65	\$9,737.65	\$0.00	\$0.00	\$9,737.65	100.00%	\$0.00	\$0.00
626-H	Thermoplastic Legend, White	\$8,797.50	\$8,797.50	\$0.00	\$0.00	\$8,797.50	100.00%	\$0.00	\$0.00
626-H	Thermoplastic Legend, White	\$3,040.00	\$3,040.00	\$0.00	\$0.00	\$3,040.00	100.00%	\$0.00	\$0.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080"	\$1,871.10	\$3,118.50	\$0.00	\$0.00	\$3,118.50	166.67%	-\$1,247.40	\$0.00
630-C	Steel U-Section Posts, 3.0 to 3.5 Lbs/Ft	\$716.10	\$1,193.50	\$0.00	\$0.00	\$1,193.50	166.67%	-\$477.40	\$0.00
	GRAND TOTALS	\$172,800.00	\$155,110.40	\$686.73	\$0.00	\$155,797.13	90.16%	\$17,002.87	\$0.00

**AIA®****Document G707™ – 1994****Consent Of Surety to Final Payment**

Bond # 602-124360-3

PROJECT: *(Name and address)*Quinn Street Speed Table and Sidewalk
Project Hattiesburg, MS

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: Construction

ARCHITECT: ☐TO OWNER: *(Name and address)*City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

CONTRACT DATED:

CONTRACTOR: ☐SURETY: ☐OTHER: ☐In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

, SURETY,

on bond of

*(Insert name and address of Contractor)*Gulf South Construction, LLC
P.O. Box 16105
Hattiesburg, MS 39404

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to*(Insert name and address of Owner)*City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **March 2nd, 2022**
*(Insert in writing the month followed by the numeric date and year.)*United States Fire Insurance Company
*(Surety)*Kimberly B. Barhum
*(Signature of authorized representative)*Kimberly B. Barhum, Attorney-in-Fact
*(Printed name and title)*Attest:
(Seal):

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

82632448121

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jim E. Brashler, Troy P. Wagener, Patrick Mason, Dewey B. Mason, Kathleen Scarborough, Susan Skrmetta, Lisa Butler, Joseph Beattie, Andrew P. Underwood, James Eley Brashler, Lessie R. Anderson, Debbie L. Dunaway, Kimberly B. Barhum, David R. Fortenberry

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A.R.S.

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of March 2022

UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President





P.O. BOX 16105
HATTIESBURG, MS 39402
OFFICE
601 264-1060
FAX

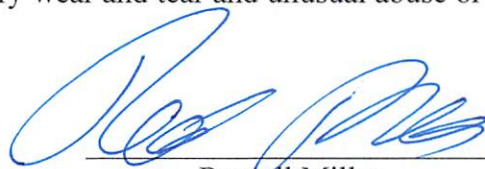
March 2, 2022

City of Hattiesburg
200 Forrest St.
Hattiesburg, Ms. 39401

Warranty for Quinn Street Speed Table

We hereby warranty that the construction of Quinn Street Speed Table and has been done in strict accordance with the drawings and specifications and that the work installed will fulfill the requirements of those specifications. We agree to repair or replace or cause to be repaired or replaced any or all of the work which may prove to be defective in workmanship or material together with any adjacent work which required repair or replacement because of our defective work within a period of one year from December 23, 2021 to December 23, 2022. End of year punch list will be included in this warranty. Ordinary wear and tear and unusual abuse or neglect will not be under this warranty.





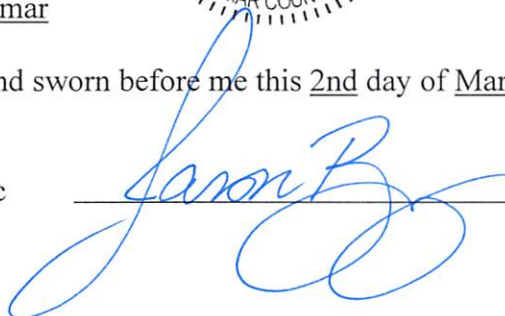
Russell Miller
President

State of Mississippi

County of Lamar

Subscribed and sworn before me this 2nd day of March 2022

Notary Public



**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS**

Document G706

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER: City of Hattiesburg
(name and address) 200 Forrest Street
Hattiesburg, Ms. 39401

A/E PROJECT NO.: NA

PROJECT: Quinn St. Speed Table
(name and address) Hattiesburg, Ms. 39401

CONTRACT FOR: Quinn St. Speed Table
Hattiesburg, Ms. 39401

CONTRACT DATED: 6/9/2021

STATE OF: Mississippi
COUNTY OF: Lamar

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all know indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or the Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

Final application for payment and retainage.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required.

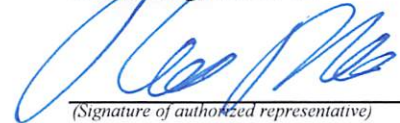
Indicate attachment: ☒ yes ☐ no

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

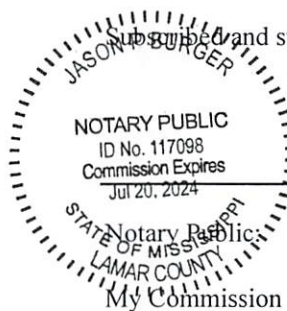
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR: Gulf South Construction LLC
P.O. Box 16105
Hattiesburg, MS 39404

BY:


(Signature of authorized representative)

Russell Miller, President
(Printed name and title)



**CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS**

AIA Document G706A

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER: City of Hattiesburg
(name and address) 200 Forrest Street
Hattiesburg, Ms. 39401

A/E PROJECT NO.: N/A

PROJECT: Quinn St. Speed Table
(name and address) Hattiesburg, Ms. 39401

CONTRACT FOR: Quinn St. Speed Table
Hattiesburg, Ms. 39401

CONTRACT DATED: 6/9/2021

STATE OF: Mississippi
COUNTY OF: Lamar

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, Labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

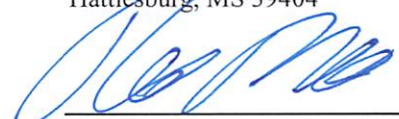
Final application for payment and retainage.

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: Gulf South Construction LLC
P.O. Box 16105
Hattiesburg, MS 39404

BY:


(Signature of authorized representative)

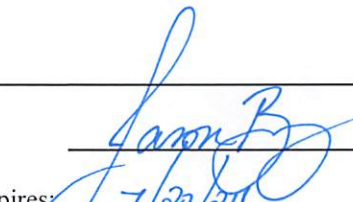
Russell Miller, President
(Signature of authorized representative)



Subscribed and sworn to before me on this date: 3/2/22

Notary Public:

My Commission Expires:


7/20/24



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 22, 2022

Re: Acknowledge receipt of closing documents for the Tatum Park Lighting - Fields 13 & 15 project; Authorize final acceptance of project; Authorize issuance of manual check in payment of contractor's final pay application.
File Number: 2022-173
Minute Book #

Summary

Acknowledge receipt of closing documents for the Tatum Park Lighting - Fields 13 & 15 project; Authorize final acceptance of project; Authorize issuance of manual check in payment of contractor's final pay application.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.

March 3, 2022
N-S Project No. 16094.001

Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTORS FINAL ESTIMATE
CITY OF HATTIESBURG
TATUM PARK LIGHTING – FIELDS #13 AND #15

Dear Mr. Rutland:

Enclosed are three (3) originals of the Contractor's Final Estimate along with Final Close-Out Documents for the referenced project. I have reviewed the Contractor's Final Estimate and find the pay application to be in order. I, therefore, recommend payment to the contractor Chain Electric Company, in the amount of \$18,627.00 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

Application and Certificate for Payment

TO OWNER: CITY OF HATTIESBURG
PO BOX 1898
HATTIESBURG, MS 39403

PROJECT: 1007
TATUM PARK SOCCER FIELDS
13 & 15 LIGHTING

APPLICATION NO: 5
PERIOD TO: 11/04/2021

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

FROM CONTRACTOR:
CHAIN ELECTRIC COMPANY
P.O. BOX 2058
HATTIESBURG, MS 39403

VIA ARCHITECT:
NEEL SCHAFER
704 HARDY STREET
HATTIESBURG, MS 39401

CONTRACT FOR:
CONTRACT DATE: 6/08/2021
PROJECT NOS: / /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	356,600.00
2. NET CHANGE BY CHANGE ORDERS	\$	15,939.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	372,539.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	372,539.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Columns D + E on G703)	\$	0.00
b. 5.00 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	372,539.00
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	353,912.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	18,627.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	0.00
(Line 3 minus Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 15,939.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 15,939.00	\$ 0.00
NET CHANGES by Change Order	\$ 15,939.00	

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

CONTRACTOR: CHAIN ELECTRIC COMPANY

By: 

State of: Mississippi

County of: FORREST

Subscribed and sworn to before
me this

28th day of February, 2022

Notary Public: Melissa Lyman

My commission expires: 6/18/2024

Date: NOV 4, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 18,627.00

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

ARCHITECT:

By: 

Date: 03/03/2022

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA® Document G702™ – 1992 Instructions

Application and Certificate for Payment

GENERAL INFORMATION

Purpose and Related Documents. AIA Document G702™–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703™, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201™, General Conditions of the Contract for Construction.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G702, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

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COMPLETING G702

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

EXECUTING THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.



AIA Document G703™ – 1992

To:
CITY OF HATTIESBURG
PO BOX 1898
HATTIESBURG, MS 39403

From Contractor:
CHAIN ELECTRIC COMPANY
P.O. BOX 2058
HATTIESBURG, MS 39403

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009

Application and Certificate for Payment, Construction Manager as Adviser Edition, 1007

containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

Project:
1007
TATUM PARK SOCCER FIELDS
13 & 15 LIGHTING

APPLICATION NO. 5

APPLICATION DATE: 1/04/2021

PERIOD TO: 1/04/2021

ARCHITECT'S PROJECT NO:

Page 2 of 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	POLES & LIGHT FIXTURES	224,470.00	224,470.00	0.00	0.00	224,470.00	100	0.00	0.00
2	LABOR & EQUIPMENT	26,095.00	26,095.00	0.00	0.00	26,095.00	100	0.00	0.00
3	DISTRIBUTION GEAR	7,280.00	7,280.00	0.00	0.00	7,280.00	100	0.00	0.00
4	LABOR & EQUIPMENT	5,630.00	5,630.00	0.00	0.00	5,630.00	100	0.00	0.00
5	CONDUIT & FITTINGS	9,925.00	9,925.00	0.00	0.00	9,925.00	100	0.00	0.00
6	LABOR & EQUIPMENT	18,000.00	18,000.00	0.00	0.00	18,000.00	100	0.00	0.00
7	WIRE	23,590.00	23,590.00	0.00	0.00	23,590.00	100	0.00	0.00
8	LABOR & EQUIPMENT	9,240.00	9,240.00	0.00	0.00	9,240.00	100	0.00	0.00
9	WIRING DEVICES	520.00	520.00	0.00	0.00	520.00	100	0.00	0.00
10	LABOR & EQUIPMENT	420.00	420.00	0.00	0.00	420.00	100	0.00	0.00
11	FOUNDATIONS	3,760.00	3,760.00	0.00	0.00	3,760.00	100	0.00	0.00
12	LABOR & EQUIPMENT	23,430.00	23,430.00	0.00	0.00	23,430.00	100	0.00	0.00
13	EQUIPMENT PAD/RACK	1,990.00	1,990.00	0.00	0.00	1,990.00	100	0.00	0.00
14	LABOR & EQUIPMENT	2,250.00	2,250.00	0.00	0.00	2,250.00	100	0.00	0.00
15	C.O. #1	15,939.00	15,939.00	0.00	0.00	15,939.00	100	0.00	0.00
GRAND TOTAL		372,539.00	372,539.00	0.00	0.00	372,539.00	100	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**AIA**[®]

Document G703[™] – 1992 Instructions

Continuation Sheet

GENERAL INFORMATION

Purpose and Related Documents. AIA Document G703[™], Continuation Sheet, is to be used in conjunction with AIA Document G702[™], Application and Certificate for Payment, or AIA Document G732[™], Application and Certificate for Payment, Construction Manager as Adviser Edition. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Documents A201[™], General Conditions of the Contract for Construction, and A232[™], General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

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COMPLETING G703-1992

Heading. This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment, or G732[™], Application and Certificate for Payment, Construction Manager as Adviser Edition, whichever is applicable.

Columns A, B and C. These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required. Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D. Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E. Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

Column F. Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

Column G. Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H. Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I. This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders. Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 or G732 form, whichever is applicable.

Construction Change Directives. Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 of AIA Document A201 or Section 7.3 of AIA Document A232.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	

BOND NO. 800121798

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of
Architects, AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:

(Name and address)

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Tatum Park Lighting - Fields #13 and #15

PROJECT:

(Name and address)

Tatum Park Lighting - Fields #13 and #15, City of Hattiesburg, Mississippi

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN

, SURETY,

on bond of

(Insert name and address of Contractor)

Chain Electric Company
1308 West Pine Street
Hattiesburg, MS 39401

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 22, 2022

(Insert in writing the month followed by the numeric date and year.)

Attest:

Susan B. Larson
Witness

Atlantic Specialty Insurance Company

(Surety)

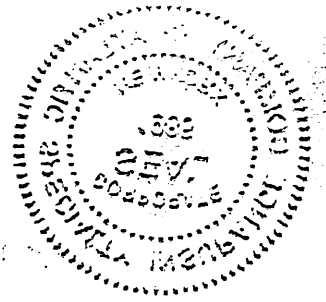
Elizabeth R. Hahn
(Signature of authorized representative)

Elizabeth R. Hahn

Attorney-in-Fact

(Printed name and title)







Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Deanna M. French, Susan B. Larson, Elizabeth R. Hahn, Jana M. Roy, Scott McGilvray, Mindee L. Rankin, Ronald J. Lange, John R. Claeys, Roger Kaltenbach, Guy Armfield, Scott Fisher, Andrew P. Larsen, Nicholas Fredrickson, William M. Smith, Derek Sabo, Charla M. Boadle, Andrew Kerslake, Sharon L. Pope, Alec Gumpfer, Katelyn Cooper**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

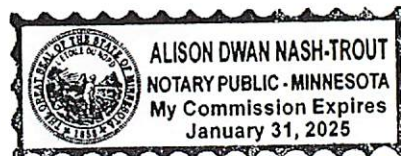
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22nd day of February, 2022.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary





AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)

Tatum Park Lighting
Fields #13 and #15
Hattiesburg, MS

ARCHITECT'S PROJECT NUMBER:

N-S Project No. 16094.001

CONTRACT FOR:

Electrical

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

CONTRACT DATED:

May 18, 2021

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Forrest

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

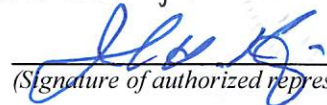
SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: (Name and address)

Chain Electric Company
P.O. Box 2058
Hattiesburg, MS 39403

BY:


(Signature of authorized representative)

Jarred King, President & CEO
(Printed name and title)

Subscribed and sworn to before me on this date: February 22, 2022

Notary Public 

My Commission Expires: June 18, 2024



CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.



1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

October 7, 2021

Warrantee: City of Hattiesburg

Warranty From: Chain Electric Company, Electrical Contractor

Warranted Equipment: Electrical Equipment for the Tatum Park Soccer Fields #13 and #15 Project

Effective Date: October 7, 2021

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 year or such longer period of time as may be called for in the contract documents for such portions of work.

Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract: and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

Sincerely,

A handwritten signature in blue ink, appearing to read "Harvey Simmons", is written over the printed name.

Harvey Simmons
Manager, Commercial and Industrial Division



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 22, 2022
Re: Acknowledge receipt of the Privilege Tax License monthly report for February 2022.
File Number: 2022-160
Minute Book #

Summary

Acknowledge receipt of the Privilege Tax License monthly report for February 2022.

Recommendation Statement

Recommend acknowledgement of receipt of Privilege Tax License monthly report for February 2022.

Please place this on the March 22, 2022 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

02/01/2022 TO 02/28/2022

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-22-023526	\$45.00		WAVERLY MCSWAIN BEAUTY 6098 HWY 98 HATTIESBURG MS 39402
LIC-01-22-023549	\$45.00		PANTHER'S DEN LEARNING CENTER 22 CHERRY OAK TRC PETAL MS 39465
LIC-01-22-023561	\$20.00		WATERMARK RESTORATION, INC . 3656 CAHABA BEACH RD BIRMINGHAM AL 35242
LIC-01-22-023586	\$45.00		NEWELL BRANDS 48 LIBERTY PL HATTIESBURG MS 39402
LIC-01-22-023589	\$45.00		AFFORDABLE AUTOMOTIVE SALES 5248 HWY 42 HATTIESBURG MS 39401
LIC-01-22-023594	\$45.00		GMFE MORTGAGE 5267 OLD HWY 11 STE-A HATTIESBURG MS 39402
LIC-01-22-023597	\$45.00		EMPOWER TAX & FINANCIAL SERVICES, LLC 2018 HARDY ST STE 3 HATTIESBURG MS 39401
LIC-01-22-023636	\$30.00		SENDERO RESTORATION SERVICES LLC 5424 KATY FREEWAY STE 300 HOUSTON TX 77007
LIC-01-22-023640	\$55.00		USA NAIL II 24 CROSS CREEK PKWY STE 190 HATTIESBURG MS 39402
LIC-02-22-023653	\$20.00		BOLER CLEANING SERVICE 1223 RAMBLING ROSE LN HATTIESBURG MS 39402
LIC-02-22-023687	\$20.00		KEE KILLA'S KLOSET, LLC 103 NUGGETT CT APT. 17 HATTIESBURG MS 39401
LIC-02-22-023694	\$250.00		COUNTRY FRESH FARMS 5081 UNION ST UNION CITY GA 30291
LIC-02-22-023697	\$20.00		YU'S MANE 6490 HWY 49 N APT. 81 HATTIESBURG MS 39401
LIC-02-22-023723	\$20.00		THA HEREAFTER MANYFACTURIN & STORAGE LLC 927 LUTHER ST HATTIESBURG MS 39401
LIC-02-22-023731	\$10.00		COIN CLOUD 6134 HWY 98 HATTIESBURG MS 39402
LIC-02-22-023732	\$10.00		COIN CLOUD 2401 HARDY ST HATTIESBURG MS 39401

LIC-02-22-023739	\$20.00	RICHARDS CONSTRUCTION 1869 HWY 24 HATTIESBURG MS 39402
LIC-02-22-023790	\$20.00	DEMENT CONSTRUCTION, LLC 26 BILL MCCAIN RD FOXWORTH MS 39483
LIC-07-21-022058	\$45.00	THE VENUE AT SYCAMORE OAKS 1515 FLORIDA AV STE 20 HATTIESBURG MS 39401
LIC-10-21-022987	\$45.00	HATTIESBURG CLINIC-CLINICAL EDUCATION 415 S 28TH AV ATTN : S. PARKER HATTIESBURG MS 394017283
LIC-10-21-023056	\$65.00	XHALE CITY 2081 KILMAN DR STE C-6 TUCKER GA 30084
LIC-10-21-023057	\$55.00	TWILLIE PHILLY GOURMET SUBS & MORE 1010 S 17TH AV HATTIESBURG MS 39401
LIC-11-21-023203	\$50.00	SAIGON PHO LLC 2902 HARDY ST #40 HATTIESBURG MS 39401
LIC-12-21-023416	\$30.00	ROSE PAVING 7300 W 100TH PLACE BRIDGEVIEW IL 60455

24

\$1,055.00

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-02-22-023652	\$20.00		T L CONSTRUCTION 120 BARKLEY ROAD HATTIESBURG MS 39401-
LIC-02-22-023654	\$20.00		CARROLL JEWELRY CO. 3702-3 HARDY ST HATTIESBURG MS 394020000
LIC-02-22-023655	\$80.00		CONSOLIDATED CONVERTING SERVICES 5372 OLD HIGHWAY 42 STE 20 HATTIESBURG MS 394010000
LIC-02-22-023656	\$30.00		KW ELITE KELLER WILLIAMS REALTY 9 PLAZA DR HATTIESBURG MS 39402
LIC-02-22-023657	\$45.00		REDBOX AUTOMATED RETAIL, LLC 4400 HARDY ST HATTIESBURG MS 39402
LIC-02-22-023658	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE LN STE 800 OAK TERRACE IL 60181
LIC-02-22-023659	\$20.00	\$2.40	WILLIAMS LAWN & YARD SERVICE 8 ALDER LN HATTIESBURG MS 39401
LIC-02-22-023660	\$20.00		D & M CLARK CONSTRUCTION, LLC 1038 SCR 85 E MIZE MS 39116-
LIC-02-22-023661	\$200.00		STUART C. IRBY CO. 1314 W PINE ST HATTIESBURG MS 39401
LIC-02-22-023662	\$48.00		HATTIESBURG EYE CLINIC, P.A. 100 W HOSPITAL DRIVE HATTIESBURG MS 39402

LIC-02-22-023663	\$25.00		BRACKMAN'S STEPPING STONE 2 PIONEER RD E HATTIESBURG MS 39401-
LIC-02-22-023664	\$20.00		KEVIN M. PASSER, M.D., P.A. 5317 OLD HIGHWAY 11 HATTIESBURG MS 39402
LIC-02-22-023665	\$20.00		SOOTHE NAILS & SPA, LLC 6555 HWY 98 STE 22 HATTIESBURG MS 39402
LIC-02-22-023666	\$30.00		ESSENTIAL KNOWLEDGE SYSTEMS, LLC 46 SHELBY THAMES DR UNIT #132 HATTIESBURG MS 39402
LIC-02-22-023667	\$63.00		DEVINEY CONSTRUCTION COMPANY, INC 5560 HWY 42 BYPASS HATTIESBURG MS 39401
LIC-02-22-023668	\$20.00	\$2.20	LEGGETT'S BARBER SHOP 546 DAWSON ST HATTIESBURG MS 39401-
LIC-02-22-023669	\$30.00		POPEYES #12 2056 OAK GROVE RD HATTIESBURG MS 39402
LIC-02-22-023670	\$30.00		AAMCO TRANSMISSIONS 2101 W PINE STREET HATTIESBURG MS 394010000
LIC-02-22-023671	\$48.00		MOORE FUNERAL HOME INC. 805 HARDY STREET HATTIESBURG MS 39401
LIC-02-22-023672	\$20.00		PALLET DEPOT 1705 JAMES STREET HATTIESBURG MS 39401-
LIC-02-22-023673	\$30.00		PJ'S COFFEE OF NEW ORLEANS 40020 NICOLE ELIZABETH DR FRANKLINTON LA 70438
LIC-02-22-023674	\$30.00		WINGSTOP 870 16365 PARK TEN PLACE STE 245 HOUSTON TX 77084
LIC-02-22-023675	\$20.00		Alive Hydration & Wellness 423 WEATHERSBY RD STE 160 HATTIESBURG MS 39402
LIC-02-22-023676	\$20.00		HALLMAN PROPERTY MANAGEMENT 3420 HARDY STREET SUITE 2 HATTIESBURG MS 39402-
LIC-02-22-023677	\$20.00		CELLULAR SALES 2604 HARDY STREET HATTIESBURG MS 39401-
LIC-02-22-023678	\$20.00		BROWN LAWN SERVICE 252 CYPRESS AVENUE HATTIESBURG MS 39401-
LIC-02-22-023679	\$40.00		STREET KING 709 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-02-22-023680	\$45.00		REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 800 OAKWOOD TERRACE IL 60181-
LIC-02-22-023681	\$20.00		NOOL COUNSELING CENTER, PLLC 604 ADELINE ST STE B HATTIESBURG MS 39401

LIC-02-22-023682	\$20.00		OUTBACK LINCOLN ROAD, LLC 2517 LINCOLN ROAD HATTIESBURG MS 394020000
LIC-02-22-023683	\$20.00		MORRIS BART & ASSOCIATES, APLC 6 PLAZA DRIVE HATTIESBURG MS 39402-
LIC-02-22-023684	\$20.00	\$2.20	THE GLASS MEDIC 428 MABLE STREET HATTIESBURG MS 39401-
LIC-02-22-023685	\$20.00		A CUT ABOVE 716 JAMES STREET STE 10 HATTIESBURG MS 39401-
LIC-02-22-023686	\$93.00		SATELLITES UNLIMITED LLC 138 CITATION COURT BIRMINGHAM AL 35209
LIC-02-22-023688	\$30.00		SPECIALTEE TRANSPORTATION 5296 OLD HWY 11 STE 3 HATTIESBURG MS 39402
LIC-02-22-023689	\$20.00		SUPER 8 MOTEL / SHRIJI, INC. 6529 HIGHWAY 49 N HATTIESBURG MS 394010000
LIC-02-22-023690	\$45.00		STARBUCKS COFFEE #9336 PO BOX 34442 TAX 2 SEATTLE WA 981240000
LIC-02-22-023691	\$20.00		GAMESTOP #7779 6101 US HWY 98 10 HATTIESBURG MS 39403
LIC-02-22-023692	\$20.00		VANCE PROPERTIES 905 HARDY ST HATTIESBURG MS 39401
LIC-02-22-023693	\$20.00		ALLBRITTON CHAIN SAW SUPPLY CO . 1601 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-02-22-023695	\$20.00		DRYWALL SUPPLY 720 BARTUR ST HATTIESBURG MS 39401
LIC-02-22-023696	\$20.00		LUCITA'S BRAIDING BAR 102 N 38TH AV STE D HATTIESBURG MS 39401
LIC-02-22-023698	\$30.00		CREATIVE KIDZ 205 METHODIST BLVD HATTIESBURG MS 39402
LIC-02-22-023699	\$20.00		ROGERS HEARING HEALTHCARE DBA AUDIBEL HEARING 3901 HARDY ST STE 100 HATTIESBURG MS 39401
LIC-02-22-023700	\$30.00		SUBWAY SANDWICH SHOP OF H'BURG # 1 300 S 25TH AV HATTIESBURG MS 39401
LIC-02-22-023701	\$20.00		BROOKHAVEN BARBER STYLING SCHOOL 1520 ADELINE ST STE 80 HATTIESBURG MS 39401
LIC-02-22-023702	\$30.00		RESERVE AT LONG POINT 2 HUNTLEY RD OLD LYME CT 06371
LIC-02-22-023703	\$20.00		B.C.'S HEATING & COOLING 466 ST PAUL ROAD SANDY HOOK MS 394780000

LIC-02-22-023704	\$20.00	\$2.20	DANY'S DONUTS 2782 OAK GROVE ROAD B HATTIESBURG MS 39402-
LIC-02-22-023705	\$20.00		AL BARLOW MAINTENANCE SERVICE 593 RALSTON ROAD HATTIESBURG MS
LIC-02-22-023708	\$20.00		OVERALL HANDYMAN SERVICES LLC 1101 MAMIE ST HATTIESBURG MS 39401
LIC-02-22-023709	\$20.00	\$2.80	JAN W HAMMOND 112 SHEFFIELD LOOP D-1 HATTIESBURG MS 39402-
LIC-02-22-023710	\$10.00		CASH CLOUD INC 103 N HATTIESBURG AV HATTIESBURG MS 39401
LIC-02-22-023711	\$20.00		TK ELEVATOR CORPORATION 788 CIRCLE 75 PARKWAY STE 500 ATLANTA GA 30339
LIC-02-22-023712	\$20.00		HAIR CREATIONS 1605 ADELINE STREET HATTIESBURG MS 39401
LIC-02-22-023713	\$30.00	\$6.00	FIVE GUYS BURGERS & FRIES 6095 HWY 98 #1555 HATTIESBURG MS 39402
LIC-02-22-023715	\$20.00	\$3.00	HASSELVANDER LLC 17 E ROSERVOIR RD COLUMBIA MS 39429
LIC-02-22-023716	\$30.00		HARDEE'S 4964 HARDY STREET HATTIESBURG MS 39401
LIC-02-22-023717	\$20.00		EDWARDS MOBILE HOME PARK 1006 EDWARDS ST HATTIESBURG MS 39401
LIC-02-22-023718	\$200.00		AUTOZONE #590 6114 HIGHWAY 98 HATTIESBURG MS 39402
LIC-02-22-023719	\$20.00		LIBERTY TAX SERVICE 934 BROADWAY DRIVE STE 10 HATTIESBURG MS 39401-
LIC-02-22-023720	\$30.00		A & A HOME HEALTH EQUIPMENT, INC . 3080 E REED RD GREENVILLE MS 387030000
LIC-02-22-023721	\$30.00		CARR, RIGGS & INGRAM LLC PO BOX 768 LAUREL MS 39441
LIC-02-22-023722	\$20.00		LOWERY POWELL ENTERPRISES OF H'BURG 24 CROSS CREEK PKWY STE 120 HATTIESBURG MS 39402
LIC-02-22-023725	\$20.00		HEADZ UP BARBER SHOP 2509 W 4TH ST HATTIESBURG MS 39401
LIC-02-22-023727	\$30.00	\$3.60	ADVANCED COLLISION 1906 BROADWAY DR HATTIESBURG MS 39402
LIC-02-22-023728	\$93.00		MISKELLY FURNITURE 101 AIRPORT RD PEARL MS 39208

LIC-02-22-023729	\$30.00		QUALITY INN 6511 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-02-22-023733	\$45.00	\$4.95	ZAXBY'S 4520 HARDY ST HATTIESBURG MS 39403
LIC-02-22-023734	\$20.00	\$2.20	BLACKWELL PLUMBING P O BOX 16295 HATTIESBURG MS 394040000
LIC-02-22-023735	\$30.00		ADELA, INC. P.O. BOX 1745 HATTIESBURG MS 39403
LIC-02-22-023736	\$25.00		GIGGLES CHILDREN'S BOUTIQUE 6555 HWY 98 W STE 17 HATTIESBURG MS 39402
LIC-02-22-023737	\$30.00		INTERFACE SECURITY 3773 CORPORATE CENTER DRIVE EARTH CITY MO 43045-
LIC-02-22-023738	\$30.00	\$6.00	MICROTEL INN & SUITES 105 WESTOVER DRIVE HATTIESBURG MS 39402
LIC-02-22-023741	\$20.00		FANCY BEAUTY BOUTIQUE 205 RAY BINDGE DR HATTIESBURG MS 39402
LIC-02-22-023742	\$20.00	\$3.40	JACKSON BEAUTY & BARBER 700 HALL AVENUE HATTIESBURG MS 39401
LIC-02-22-023743	\$20.00		JACKSON BAIL BONDS 700 HALL AVENUE C HATTIESBURG MS 39401
LIC-02-22-023745	\$20.00		ASCLS, LLC 822 HILLENDALE DRIVE HATTIESBURG MS 39402
LIC-02-22-023746	\$30.00		BASKIN-ROBBINS 3720 HARDY STREET STE 16 HATTIESBURG MS 39402-
LIC-02-22-023747	\$20.00		COVENANT CAREGIVERS OF HATTIESBURG, LLC PO BOX 1481 MADISON MS 39130
LIC-02-22-023748	\$0.00	\$0.00	TOPP MCWHORTER HARVEY, PLLC P O BOX 15099 HATTIESBURG MS 394015099
LIC-02-22-023749	\$1,485.00		ENTERTAINMENT GROUP INC 650 B PAPWORTH AV METAIRIE LA 70005
LIC-02-22-023750	\$75.00		CITI TRENDS #116 104 COLEMAN BOULEVARD SAVANNAH GA 314080000
LIC-02-22-023751	\$20.00	\$2.20	MEGAN JOLLY PHOTOGRAPHY 2105 SUNSET DRIVE HATTIESBURG MS 39402-
LIC-02-22-023753	\$20.00		BRAIDED BY CHRISTY 6102 HWY 98 7 HATTIESBURG MS 39402
LIC-02-22-023757	\$20.00	\$2.20	A & S AUTO SALES 1305 W PINE ST HATTIESBURG MS 39401

LIC-02-22-023758	\$20.00		UNIVERSITY REALTY 102 LYNNWOOD CIR HATTIESBURG MS 39402
LIC-02-22-023760	\$20.00		LIFESTORAGE #361 421 CLASSIC DR HATTIESBURG MS 39402
LIC-02-22-023762	\$30.00		SOUTH MS NEUROSURGICAL SERVICES 1212 S 28TH AV HATTIESBURG MS 39402
LIC-02-22-023763	\$30.00		SERVICE PROS INSTALLATION GROUPS, INC . 2001 COUNTRY CLUB RD HATTIESBURG MS 39401
LIC-02-22-023768	\$123.00		HATTIESBURG CLINIC PA -CANCER CENTER 301 S 28TH AVENUE HATTIESBURG MS 39401
LIC-02-22-023769	\$20.00		HATTIESBURG CLINIC, P.A. 712 EMERALD LANE HATTIESBURG MS 39401-
LIC-02-22-023770	\$33.00		H'BURG CLINIC-INTERNAL MEDICINE 4 MEDICAL BOULEVARD HATTIESBURG MS 39401
LIC-02-22-023772	\$20.00		AMAY JEWELERS 3901 HARDY ST STE 50 HATTIESBURG MS 39401
LIC-02-22-023773	\$150.00		PETRO AUTOMOTIVE GROUP, INC. 6248 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-02-22-023774	\$20.00	\$3.80	UNIVERSAL NAIL SALON 1204 HARDY ST HATTIESBURG MS 39401
LIC-02-22-023775	\$20.00		RADIANT KURVES LLC 557 WILLIAM CAREY PARKWAY L 1303 HATTIESBURG MS 39401
LIC-02-22-023778	\$0.00		FV RECYCLING 6555 HWY 98 W STE D HATTIESBURG MS 39402
LIC-02-22-023780	\$560.00		FIRESTONE COMPLETE AUTO CARE 200 4TH AV S STE 100 NASHVILLE TN 37214
LIC-02-22-023782	\$30.00	\$36.60	NATIONAL SALES & LEASE 1206 B HARDY STREET HATTIESBURG MS 39401-
LIC-02-22-023783	\$30.00	\$3.60	NATIONAL SALES & LEASE PO BOX 640 COLLINSVILLE MS 39325-
LIC-02-22-023784	\$30.00		CANDLEWOOD SUITES 1274 W RXR PLAZA UNIONDALE NY 11556
LIC-02-22-023787	\$20.00		NANNIE MAC'S SNOWBALLS LLC 3803 W 4TH ST HATTIESBURG MS 39401
LIC-02-22-023788	\$30.00		NANNIE MAC'S 3805 W 4TH ST HATTIESBURG MS 39401
LIC-02-22-023789	\$20.00		THE BARBER STUDIO INC 102 N 38TH AV STE F & G HATTIESBURG MS 39401

LIC-02-22-023791	\$30.00		ACADEMY OF HAIR DESIGN 5420 FRONTAGE RD JACKSON MS 39211
LIC-02-22-023792	\$63.00		FAMILY DOLLAR STORES # 21119 500 VOLVO PKWY CHESAPEAKE VA 23320
LIC-02-22-023793	\$30.00		SPIRE MISSISSIPPI INC 315 MAIN ST HATTIESBURG MS 39401
LIC-02-22-023794	\$405.00		GENCO'S AMUSEMENT COMPANY INC . 532 COLUMBIA BOGALUSA LA 70427-
LIC-02-22-023795	\$108.00		GENCO'S AMUSEMENT COMPANY INC . 532 COLUMBIA BOGALUSA LA 70427-
LIC-02-22-023797	\$20.00	\$2.80	A & D ELECTRICAL & LIGHTING 37 ABRACADABRA LN LUMBERTON MS 39455-
LIC-02-22-023798	\$20.00		THERAHS CHILD CARE PO BOX 16214 HATTIESBURG MS 39404
LIC-02-22-023799	\$30.00		TOUCHSTONE MOTOR SALES, INC. 1801 CORINNE STREET HATTIESBURG MS 39401
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113	\$6,142.00	\$92.15	

Total Collection for February

New Licenses	\$1,055.00
Renewed Licenses	\$6,142.00
Penalties	\$92.15
Grand Total	\$7,289.15



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 22, 2022
Re: Acknowledge Proof of Publications for Hub City Spokes for the month of February 2022.
File Number: 2022-168
Minute Book #

Summary

Acknowledge Proof of Publications for Hub City Spokes for the month of February 2022.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for Hub City Spokes for the month of February 2022.

Please place this on the March 22, 2022 City Council meeting for consideration.

HUB CITY SPOKES

— A PUBLISHING COMPANY —

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS

Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

Month Ending	Invoice #
2/28/2022	99440

SIGNATURE
MAGAZINE

 **THE PineBeltNEWS**

ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date

P.O. No.

3/10/2022

Sales Rep

Tearsheets

H

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
2/3/2022	Legal Notices - 3100 Hardy ST	280 words		33.60	-	33.60
2/3/2022	Proof of Publication Fee			3.00		3.00
2/10/2022	Legal Notices - Public Meeting Bicycle Advisory Group	124 words		27.28	-	27.28
2/10/2022	Proof of Publication Fee			3.00		3.00
2/10/2022	Legal Notices - Housing and Community	332 words		39.84	-	39.84
2/10/2022	Proof of Publication Fee			3.00		3.00
2/10/2022	Legal Notices - Notice of Pubic Hearing Classic Drive	495 words		59.40	-	59.40
2/10/2022	Proof of Publication Fee			3.00		3.00
2/10/2022	Legal Notices - Public Notice 31st Ave	455 words		54.60	-	54.60
2/10/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - NOPH 504 Ruby	325 words		39.00	-	39.00
2/17/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - NOH 910 Tipton	302 words		36.24	-	36.24
2/17/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - NOH 1209 Vernon	383 words		45.96	-	45.96
2/17/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - PH 105 Columbia St	835 words		100.20	-	100.20
2/17/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - PPIN 25851	507 words		60.84	-	60.84
2/17/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - PH 703 Lincoln St	301 words		36.12	-	36.12

**Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.**

Total

Payments/Credits

Phone #

Fax #

Questions? E-Mail:

(601) 268-2331

601-268-2965

accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

HUB CITY SPOKES

— A PUBLISHING COMPANY —

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS
Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg
ATTN: Cecilia Jones
P.O. Box 1898
Hattiesburg, MS 39403-1898

Month Ending	Invoice #
2/28/2022	99440



ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date	P.O. No.
3/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
2/17/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - PH 706 Lincoln St	296 words		35.64		35.64
2/17/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - PH 719 Lincoln St	308 words		36.96		36.96
2/17/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - PH 706 Greely St	313 words		37.56		37.56
2/17/2022	Proof of Publication Fee			3.00		3.00
2/17/2022	Legal Notices - 708 Greely St	282 words		33.84		33.84
2/17/2022	Proof of Publication Fee			3.00		3.00

**Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.**

Total \$722.08

Payments/Credits \$0.00

Phone #	Fax #	Questions? E-Mail:
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 280 Published 1 times

Date 1st Published: Feb 3 Amt: 33.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.60

Proof of Publication Fee: 3.00

TOTAL: 36.60

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 3rd
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Latherine H. Bullard

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - 3100 Hardy St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pynt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Joe Pegram to appeal Hattiesburg Board of Adjustment's recommendation for the petition filed by Forrest Dungan, Engineer, and Lynn Crosby Gammit, Owner, and SDP MS Hattiesburg to request a variance from section 5.4.36.4, which states: 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 for a distance of one hundred and twenty two point seven (122.7) feet of the active area of a drive through for a restaurant to a lot containing a legal, conforming residential use for a proposed development for 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). After the hearing, the Hattiesburg Board of Adjustment recommended that the petition be Denied, and Joe Pegram, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Tuesday, February 22, 2022, in the City Council Chambers, City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 27th day of January, 2022.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)

Published February 3, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 124 Published 2 times

Date 1st Published: Feb 3 Amt: 14.88

Date 2nd Published: Feb 10 Amt: 12.40

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 27.28

Proof of Publication Fee: 3.00

TOTAL: 30.28

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullen

PUBLIC NOTICE PUBLIC MEETING

The Hattiesburg Bicycle Advisory Group

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO) invites the public to attend the Hattiesburg Bicycle Advisory Group meeting to participate in the transportation planning process by representing the bicycling community.

The Bicycle Advisory Group is a collaborative group that is comprised of the residents of Hattiesburg, the City of Hattiesburg officials, and the Hattiesburg-Petal-Forrest-Lamar (HPFL) MPO.

Meeting Date: Thursday, February 17, 2022

Meeting Time: 6:00 p.m.

Meeting Location: The Community Room of the Hattiesburg Train Depot, 308 Newman Street, Hattiesburg, MS

Anyone who may require auxiliary aids or special accommodations to participate should advise the MPO by Monday, February 14, 2022 by calling 601.545.6259 or emailing mpo@hattiesburgms.com

Published February 3, 10, 2022

FOR OFFICE USE ONLY:

☐ Em P: _____

☐ App: _____

☐ File Name: Hattiesburg, City of - Public Meeting Bicycle Advisory Group _____

☐ Invoice #: _____

☐ Inv. Crt/Mld: _____

☐ Pymt Rec.d: _____

☐ POP sent: _____

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 332 Published 1 times

Date 1st Published: Feb 10 Amt: 39.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.84

Proof of Publication Fee: 3.00

TOTAL: 42.84

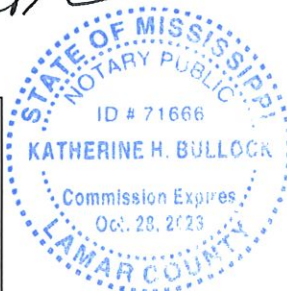
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: _____
Hattiesburg City of - Housing and Community
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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 e-mailed to pwingo@hattiesburgms.com. Related comments should be delivered by March 9, 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.

Published February 10, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 495 Published 1 times

Date 1st Published: Feb 10 Amt: 59.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 59.40

Proof of Publication Fee: 3.00

TOTAL: 62.40

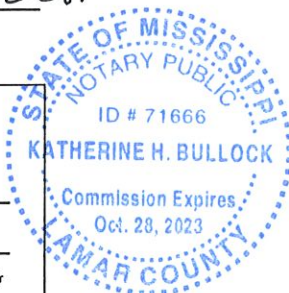
(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: _____
Hattiesburg City of - Notice of Public Hearing Classic Dr
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Michael Long, Applicant, Floyd Gray, Owner, and Steven N. Parker, representative, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for undeveloped properties located on Classic Drive (Parcel No.: 2-025M-35-033.00, 2-025M-35-032.00; PPIN: 9550, 9547, Ward 1, Forrest Co.) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7, R-3 (Multi-Family Residential) to Section 4.5.4, R-1B (Single-Family Residential) District. Said property being more particularly described as follows, to-wit:

Parcel Zoned from A-1 to R-1B (PPIN: 9550, Parcel No.: 2-025M-35-033.00)

A part of the E 1/2 of SW 3/4 of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi, being the South five acres of the NE 1/4 of SW 1/4 and the North five acres or the SE 1/4 of SW 1/4, all in said Section, Township and Range, and being more definitely and particularly described as follows: Beginning at the Northeast corner or said SE 1/4 of SW 1/4 of said Section, Township and Range, run thence North along the East boundary line of said NE 1/4 of SW 1/4 a distance of 165 feet to a concrete monument, run thence at right angles West a distance of 1320 feet to a concrete monument located on the West boundary line of said NE 1/4 of SW 1/4, run thence at right angles South along the West boundary lines of the NE 1/4 of SW 1/4 and the SE 1/4 of SW 1/4 a distance of 330 feet to a concrete monument, run thence at right angles East a distance of 1320 feet to a concrete monument located on the East boundary line of the SE 1/4 of SW 1/4, and run thence North along said East boundary line of said SE 1/4 of SW 1/4 a distance of 165 feet to the point of beginning; said parcel of land comprising, in the aggregate, ten (10) acres.

Parcel Zoned from R-3 to R-1B (PPIN: 9547, Parcel No.: 2-025M-35-032.00)

The South half of the North Half of the North half of the SE 1/4 of SW 1/4 and the North half of the South half of the North half of the SE 1/4 of SW 1/4 of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., March 2, 2022 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 3rd day of February 2022.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/ Kemas Eaton
(SEAL)
Published February 10, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 455 Published 1 times

Date 1st Published: Feb 10 Amt: 54.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 54.60

Proof of Publication Fee: 3.00

TOTAL: 57.60

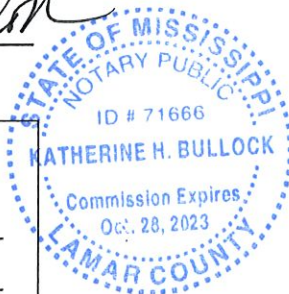
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - Public Notice 31st Ave
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Reed Nelson, William Drinkwater, and Sheldon Alston (Representatives) as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN 20806 Parcel 2-028N-07-057.00, Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3. Said property being more particularly described as follows, to-wit:

PPIN: 20806

Lot 9 of Block 3 of the Monte Vista Terrace Subdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi as per the official map or plat of said subdivision on file in the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO:

Two feet off part of the Northside of Lot 10, Block 3 of said Monte Vista Terrace Subdivision described as follows: Begin at the Northwest corner of said Lot 10 of said Block 3 and run East along the Northern boundary line of said Lot 10 a distance of 85 feet, thence South a distance of 2 feet, thence West parallel to the North boundary line of said Lot 10 a distance of 85 feet, thence North a distance of 2 feet to the Point of Beginning.

PPIN: 20850

All of Lot 3 and the North 1/2 of Lot 4 of Block 7 of the Monte Vista Terrace Subdivision 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; all together with all improvements thereon and appurtenances thereunto belonging.

PPIN: 20855

All of Lot 12 and the North 1/2 of Lot 11 of Block 7 of the Monte Vista Terrace Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., March 2, 2022 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 3rd day of February 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kemmas Eaton

CITY CLERK

(SEAL)

Published February 10, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 325 Published 1 times

Date 1st Published: Feb 17 Amt: 39.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.00

Proof of Publication Fee: 3.00

TOTAL: 42.00

(signed) Meeghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - NOPH 504 Ruby
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE
THE CITY COUNCIL OF THE CITY
OF HATTIESBURG, MISSISSIPPI
TO CONDEMN DILAPIDATED
BUILDING(S) AND/OR TO CLEAR
ALL CODE VIOLATIONS

To: Ethel Mae Amerson, 504 Ruby Avenue,
Hattiesburg, MS 39401; and all unknown persons
claiming any right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT TO
§21-19-11 of the Mississippi Code of 1972, as an-
notated and amended, the City Council of the City
of Hattiesburg will hold a public hearing at 4:00
p.m. on Monday, March 7, 2022 in the Council
Chambers of City Hall, Hattiesburg, MS to deter-
mine whether or not the hereinafter-described
property is in such a state of uncleanness to be
a menace to the public health and safety of the
community. You have a right to file an answer and
to appear at said hearing in person or otherwise
and to offer your defense, if any. If, at such hear-
ing, the City Council shall adjudicate the property
in its then condition to be a menace to the health
and safety of the community, the City of Hatties-
burg shall, if the owner will not do so himself, pro-
ceed to have the land cleared pursuant to the
aforesaid statute. The City of Hattiesburg may
then adjudicate the costs plus penalty of cleaning
said property and the costs may become assess-
ment against the property, which shall be a lien
against said property all as provided by statute, to
wit:

504 Ruby Ave PARCEL: 2-038B-15-481.00.
Hattiesburg, MS, and better described as: A part
of Lot 3, in block 12 of the J. E. Arledge survey of
Hattiesburg, Forrest County, Mississippi, being
more particularly described as beginning 222 feet
south and 463 feet east of the northwest corner
of said lot 3, and thence run north 140 feet,
thence run east 40 feet, thence run south 140
feet, to Ruby Street, thence run west 40 feet to
the point of the beginning.

Published February 17, 2022



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 302 Published 1 times

Date 1st Published: Feb 17 Amt: 36.24

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.24

Proof of Publication Fee: 3.00

TOTAL: 39.24

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Danny and Kimberly Robertson, 730 Longstreet Dr, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, March 7, 2022, in the Council Chambers of City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

910 Tipton Street PARCEL: 2-037D-14-166.00 Hattiesburg, MS, and better described as: Lots 3, 20, 21, 22, and 23 Block 6 of the MCINNIS, MITCHELL, & LONGRE or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Published February 17, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - NOH 910 Tipton
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 383 Published 1 times

Date 1st Published: Feb 17 Amt: 45.96

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 45.96

Proof of Publication Fee: 3.00

TOTAL: 48.96

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - NOH 1209 Vernon
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: George Arnold Jr., 1209 Vernon St, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, March 7, 2022, in the Council Chambers of City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

1209 Vernon Street PARCEL 2-0380-15-123.00 Hattiesburg, MS, and better described as: A part of Lots 11 and 13 of Block 9 of Burkett Subdivision in the City of Hattiesburg, Forrest County, Mississippi, described as commencing at the Southeast corner of said Block 9, and run North 100 feet to the point of the beginning, thence run North 50 feet, thence run West 140 feet to the West line of Lot 11, thence run South 50 feet, thence run East 140 feet to the point of beginning, being a part of Lots 11 and 12 of Block 9 of Burkett Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi together with all improvements lying thereon and appurtenances thereunto belonging.

Published February 17, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 835 Published 1 times

Date 1st Published: Feb 17 Amt: 100.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 100.20

Proof of Publication Fee: 3.00

TOTAL: 103.20

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - PH 105 Columbia St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Linda A. Parker, 208 Cobbleville Drive, Canton, MS 39046; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, March 7, 2022, in the Council Chambers of City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

105 Columbia Street PARCEL: 2-029F-04-273.00 Hattiesburg, MS, and better described as: The S ½ of Lot 5 and that part of the W ½ of the vacated alley lying adjacent to and East of the S ½ of Lot 5, the said alley having been vacated by Ordinance Number 641 of the City of Hattiesburg, Mississippi, adopted October 28, 1920, all in Block 1 (sometimes referred to as Block 170) of the F.F. Phillips Second Addition to the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file and of record in Plat Book 2, Page 14 (Slide A-18) in the Office of the Chancery Clerk of Forrest County, Mississippi, being a part of the SE ¼ of the SE ¼ of Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi, LESS AND EXCEPT that part of the W ½ of said vacated alley encompassed within the real property described in that certain Warranty Deed dated April 8, 1953, and appearing of record in Land Deed Book 131 at Page 131; AND ALSO Lots 6 and 7 of Block 1 (sometimes referred to as Block 170) of the F. F. Phillips Second Addition to the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file and of record in Plat Book 2, Page 14 (Slide A-18) in the Office of the Chancery Clerk of Forrest County, Mississippi, being a part of the SE ¼ of the SE ¼ of Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi; AND ALSO that certain parcel off the North end of Lot 8 in Block 1 (sometimes referred to as Block 170) of the F. F. Phillips Second Addition to the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file and of record in Plat Book 2, Page 14 (Slide A-18) in the Office of the Chancery Clerk of Forrest County, Mississippi, being a part of the SE ¼ of the SE ¼ of Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows, to-wit: Commencing at the SE corner of said Lot 8 and run North along the East boundary line of said lot for 100 feet to the Point of Beginning; thence continue North along the East boundary line of said lot 92.68 feet; thence run West along the North boundary line of said lot 52.6 feet to the NW corner of said lot; thence run South along the West boundary line of said lot 96.5 feet; thence run East to the Point of Beginning; LESS AND EXCEPT That certain parcel on the West side of the North end of Lot 8 in Block 1 (sometimes referred to as Block 170) of the F. F. Phillips Second Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file and of record in Plat Book 2, Page 14 (Slide A-18) in the Office of the Chancery Clerk of Forrest County, Mississippi, being a part of the SE ¼ of the SE ¼ of Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows to-wit: Commence at the NW corner of said Lot 8 and run South along the West boundary line of said Lot 8 for 96.5 feet; thence run East 25 feet; thence run North to the North boundary line of said Lot 8; thence run West to the Point of Beginning.

Published February 17, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 507 Published 1 times

Date 1st Published: Feb 17 Amt: 60.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 60.84

Proof of Publication Fee: 3.00

TOTAL: 63.84

(signed) Melvin Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - PPIN 25851
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: James and Claudia Culpepper, 1813 Brook Lane, Hattiesburg, MS 39402; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, March 7, 2022, in the Council Chambers of City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-029G-03-313.00 Hattiesburg, MS, and better described as: A part of the Northeast Quarter of the Southeast Quarter of Section 4, and also a part of the Northwest Quarter of Southwest Quarter of Section 3, Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as follows:

Commence at the Northeast corner of Northeast Quarter of Southeast Quarter of Section 4 and run West 659.9 feet to a point on the East and/or Northeast right-of-way line of the Illinois Central Railroad, thence run Southeasterly and along the Northeast right-of-way line of said Railroad for 507 feet to and for the Point of Beginning. From the Point of Beginning continue Southeasterly and along the said Northeast right-of-way line of said Illinois Central Railroad for 954.8 feet, thence run North 60 degrees, 13 minutes East for 117.5 feet, thence run North 17 degrees, 21 minutes West for 100 feet, thence North 74 degrees, 24 minutes East for 106 feet, thence North 13 degrees, 30 minutes West 299.78 feet, thence South 60 degrees, 22 minutes West for 155.05 feet, thence North 34 degrees, 41 minutes West for 275.8 feet, thence run North 45 degrees, 27 minutes East for 61.3 feet, thence run North 44

degrees, 41 minutes West for 42.6 feet, thence run South 45 degrees, 27 minutes West for 54.45 feet, thence run North 37 degrees, 27 minutes West for 297.5 feet, thence run South 52 degrees, 33 minutes West for 341.4 feet to a Point on the Northeast right-of-way line of the Illinois Central Railroad and the Point of Beginning.

Published February 17, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 301 Published 1 times

Date 1st Published: Feb 17 Amt: 36.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.12

Proof of Publication Fee: 3.00

TOTAL: 39.12

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - PH 703 Lincoln St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Dowdy Myles Jones, C/O Warren Randle,
1312 Hall Ave, Hattiesburg, MS 39401; and all
unknown persons claiming any right, title or inter-
est in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO
§21-19-11 of the Mississippi Code of 1972, as an-
notated and amended, the City Council of the City
of Hattiesburg will hold a public hearing at 4:00
p.m. on Monday, March 7, 2022, in the Council
Chambers of City Hall, Hattiesburg, MS to deter-
mine whether or not the hereinafter-described
property is in such a state of uncleanness to be
a menace to the public health and safety of the
community. You have a right to file an answer and
to appear at said hearing in person or otherwise
and to offer your defense, if any. If, at such hear-
ing, the City Council shall adjudicate the property
in its then condition to be a menace to the health
and safety of the community, the City of Hatties-
burg shall, if the owner will not do so himself, pro-
ceed to have the land cleared pursuant to the
aforesaid statute. The City of Hattiesburg may
then adjudicate the costs plus penalty of cleaning
said property and the costs may become assess-
ment against the property, which shall be a lien
against said property all as provided by statute, to
wit:

703 Lincoln Street PARCEL: 2-037D-14-
129.00 Hattiesburg, MS, and better described as:
Lot 11 in Block 5 of the McInnis, Mitchell, and Lon-
gre Survey or addition to the City of Hattiesburg,
said county and state, according to the map or
plat thereof on file in the Office of the Chancery
Clerk of Forrest County, Mississippi.

Published February 17, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 297 Published 1 times

Date 1st Published: Feb 17 Amt: 35.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.64

Proof of Publication Fee: 3.00

TOTAL: 38.64

(signed) Meghan Patta
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of PH 706 Lincoln St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Wesley Cotton, 9929 64th Ave S, Seattle, WA 98118; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, March 7, 2022, in the Council Chambers of City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

706 Lincoln Street PARCEL: 2-037D-14-124.00 Hattiesburg, MS and better described as: Lot 16, Block 4 of the McInnis, Mitchell, and Longre Survey or addition to the City of Hattiesburg, said county and state, according to the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

Published February 17, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 308 Published 1 times

Date 1st Published: Feb 17 Amt: 36.96

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.96

Proof of Publication Fee: 3.00

TOTAL: 39.96

(signed) Meghan Patta
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - PH 719 Lincoln St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE
THE CITY COUNCIL OF THE CITY
OF HATTIESBURG, MISSISSIPPI
TO CONDEMN DILAPIDATED
BUILDING(S) AND/OR TO CLEAR
ALL CODE VIOLATIONS

To: Ugdah Mikal & Narjis Z. Hassan, 1108
Cherry St, Hattiesburg, MS 39401; and all un-
known persons claiming any right, title or interest
in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO
§21-19-11 of the Mississippi Code of 1972, as an-
notated and amended, the City Council of the City
of Hattiesburg will hold a public hearing at 4:00
p.m. on Monday, March 7, 2022, in the Council
Chambers of City Hall, Hattiesburg, MS to deter-
mine whether or not the hereinafter-described
property is in such a state of uncleanness to be
a menace to the public health and safety of the
community. You have a right to file an answer and
to appear at said hearing in person or otherwise
and to offer your defense, if any. If, at such hear-
ing, the City Council shall adjudicate the property
in its then condition to be a menace to the health
and safety of the community, the City of Hatties-
burg shall, if the owner will not do so himself, pro-
ceed to have the land cleared pursuant to the
aforesaid statute. The City of Hattiesburg may
then adjudicate the costs plus penalty of cleaning
said property and the costs may become assess-
ment against the property, which shall be a lien
against said property all as provided by statute, to
wit:

719 Lincoln Street PARCEL: 2-037D-14-
137.00 Hattiesburg, MS and better described as:
Lot 3, Block 5 of the McInnis, Mitchell, and Longre
Subdivision in the City of Hattiesburg, County of
Forrest, State of Mississippi, as per map or plat
thereof on file in the Office of the Chancery Clerk
of Forrest County, Mississippi; together with all
improvements thereon and appurtenances there-
unto belonging.

Published February 17, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 313 Published 1 times

Date 1st Published: Feb 17 Amt: 37.56

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.56

Proof of Publication Fee: 3.00

TOTAL: 40.56

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th day of February, 2022, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - PH 706 Greely St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Lynn Wilks & Elmer L. Wilks, 4005 Cooper Ln, Hyattsville, MD, 20784; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00

p.m. on Monday, March 7, 2022, in the Council Chambers of City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

706 Greely Street PARCEL: 2-037D-14-147.00 Hattiesburg, MS and better described as: A part of Lot 3, in Block 2 of the Maggie. E. Ward Subdivision of the City of Hattiesburg, Forrest County, Mississippi, and commencing at the Northeast Corner of said Lot 3 and run thence West 50 feet, thence South 8- feet, thence East 50 feet, thence North 80 feet to the point of beginning.

Published February 17, 2022



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 282 Published 1 times

Date 1st Published: Feb 17 Amt: 33.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.84

Proof of Publication Fee: 3.00

TOTAL: 36.84

(signed) Meaghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - PH 708 Greely St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Nathaniel Brown, 2508 Tinker Trail, Wichita Falls, Texas, 76306; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, March 7, 2022, in the Council Chambers of City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

708 Greely Street PARCEL: 2-037D-14-146.00 Hattiesburg, MS and better described as: Lot 17, Block 5, McInnis, Mitchell, and Longre Parcel #244-0656-005-017.00, PPIN #22079, REC. #18315, Section 14, Township 4, North Range 13 West, Parcel/PPIN: 2440656005017.00, Forrest County, Mississippi. Published February 17, 2022

HUB CITY SPOKES

A PUBLISHING COMPANY

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS
Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg
ATTN: Cecilia Jones
P.O. Box 1898
Hattiesburg, MS 39403-1898

Month Ending	Invoice #
2/28/2022	99467



ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date	P.O. No.
3/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
2/24/2022	Legal Notices - PN Safety Performance	325 words		71.50		71.50
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - 11353 Advertisement for bid	249 words		53.78		53.78
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - Ordinance 3298	302 words		36.24		36.24
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - Ordinance 3299	255 words		30.60		30.60
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - Ordinance 3300	298 words		35.76		35.76
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - Ordinance 3301	305 words		36.60		36.60
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - Ordinance 3302	314 words		37.68		37.68
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices -- Ordinance 3303	299 words		35.88		35.88
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - Ordinance 3304	310 words		37.20		37.20
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - Ordinance 3305	295 words	Correction	38.40	35.40	38.40
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - Ordinance 3306	300 words		36.00		36.00
2/24/2022	Proof of Publication Fee			3.00		3.00
2/24/2022	Legal Notices - Ordinance 3307	436 words		52.32		52.32

35.40

**Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.**

Total

Payments/Credits

Phone #	Fax #	Questions? E-Mail:
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 325 Published 2 times

Date 1st Published: Feb 17 Amt: 39.00

Date 2nd Published: Feb 24 Amt: 32.50

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 71.50

Proof of Publication Fee: 3.00

TOTAL: 74.50

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - PN Safety Performance
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE PUBLIC COMMENT PERIOD

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 10-day public comment period beginning Thursday, February 17, 2022 for the public to review and provide comments regarding the State Safety Targets, the proposed amendment to the current FY 2021-2024 Transportation Improvement Plan (TIP) and Long-Range Transportation Plan. This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures. The HPFL-MPO TIP for the Hattiesburg Urbanized Area is a part of the Statewide Transportation Improvement Program (STIP) document.

The proposed amendments include the following projects:

Whereas, the State of Mississippi established its 2022 Safety Performance Targets in August 2021 which include; Number of Fatalities 723; Rate of Fatalities per 100 million VMT 1.810; Number of Serious Injuries 2,905; Rate of Serious Injuries per 100 million VMT 7.300; and Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries 349.6

2018 - 2022 State of Mississippi Safety Targets

Measure Target

Number of Fatalities 723

Rate of Fatalities per 100 million VMT 1.810

Number of Serious Injuries 2,905

Rate of Serious Injuries per 100 million VMT 7.300

Number of Non-Motorized Fatalities and Serious Injuries 349.6

The proposed Long-Range Transportation Plan Amendment 2045

Addition of the City of Hattiesburg's Edwards Street Project

Project 126, 4th Street Phase III Amendment Increased federal share and project name change

The proposed amendments will be available for review at www.hattiesburgms.com/mpo. A hard copy of the documents can be requested by contacting the MPO office at 601.554.1008. The official review and comment period will be held from February 17, 2022 - February 28, 2022.

Written comments regarding the proposed amendments should be emailed to mpo@hattiesburgms.com or mailed to:

Armendia Pierce, MPO Division Manager
P.O. Box 1898
Hattiesburg, MS 39403

Anyone who may require auxiliary aids or special accommodations to participate in this comment period should advise the HPFL-MPO by calling 601.554.1008 or emailing aesters@hattiesburgms.com for assistance.

Published February 17, 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 249 Published 2 times

Date 1st Published: Feb 17 Amt: 29.88

Date 2nd Published: Feb 24 Amt: 24.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 54.78

Proof of Publication Fee: 3.00

TOTAL: 57.78

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg, City of .11353 Advertisement for bids _____
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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: /s/ Kemas Eaton
Kemas Eaton, City Clerk
Published February 17, 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 302 Published 1 times

Date 1st Published: Feb 24 Amt: 36.24

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.24

Proof of Publication Fee: 3.00

TOTAL: 39.24

(signed) Meyhan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of -Ordinance 3298
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3298, duly adopted and approved by the City Council of the City of Hattiesburg on October 19, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3298

AN ORDINANCE CLOSING AND VACATING A PORTION OF THE UNIMPROVED UNNAMED ALLEY WHICH IS LOCATED NORTH OF EAST HARDY STREET, SOUTH OF JERSEY STREET, EAST OF NORTH TIPTON STREET, AND TO THE WEST OF OAK STREET (BETWEEN PARCELS 2030L11111.00, 2-030L11110.00, 2030L11105.00; PPINS 20271, 20260,

20258; WARD 2) THAT IS CURRENTLY PLATTED AND EXISTING.

IN THE CITY OF HATTIESBURG, MISSISSIPPI

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

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

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 19th day of October, 2021.

(SEAL:)

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

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

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 255 Published 1 times

Date 1st Published: Feb 24 Amt: 30.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 30.60

Proof of Publication Fee: 3.00

TOTAL: 33.60

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullard

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3299, duly adopted and approved by the City Council of the City of Hattiesburg on November 16, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3299

AN ORDINANCE OF THE CITY OF HATTIESBURG, MISSISSIPPI ESTABLISHING GUIDELINES PERTAINING TO PUBLIC ASSEMBLY

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance,

after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Ware and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 16th day of November, 2021.

(SEAL:)

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President
The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 16th day of November, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022

FOR OFFICE USE ONLY:

☐ Em P: _____

☐ App: _____

☐ File Name: Hattiesburg City of - Ordinance 3299

☐ Invoice #: _____

☐ Inv. Crt/Mld: _____

☐ Pymt Rec.d: _____

☐ POP sent: _____

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 298 Published 1 times

Date 1st Published: Feb 24 Amt: 35.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.76

Proof of Publication Fee: 3.00

TOTAL: 38.76

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Falmer H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - Ordinance 3300
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3300, duly adopted and approved by the City Council of the City of Hattiesburg on November 16, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3300

AN ORDINANCE OF THE CITY OF HATTIESBURG, MISSISSIPPI AMENDING CHAPTER 46 ARTICLE VI (PARADES) OF THE CODE OF ORDINANCES WHICH REGULATES STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES IN THE CITY OF HATTIESBURG; TO AMEND ORDINANCE NUMBER 3211, ADOPTED MARCH 7, 2017, KNOWN AS THE PARADE ORDINANCE TO DEFINE AND ESTABLISH GUIDELINES FOR BLOCK PARTIES AS CONTAINED HEREIN.

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Ware and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 16th day of November, 2021.

(SEAL) ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President
The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 16th day of November, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 305 Published 1 times

Date 1st Published: Feb 24 Amt: 36.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.60

Proof of Publication Fee: 3.00

TOTAL: 39.60

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Ballot

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - Ordinance 3301
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3301, duly adopted and approved by the City Council of the City of Hattiesburg on November 16, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3301

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A PORTION OF A CERTAIN PROPERTY LOCATED AT 309 E PINE STREET (PARCEL 2-029J-10-352.00, 2-029J-10-071.00; PPIN 26659, 26660, WARD 2) FROM SECTION 4.5.12, B-5 (REGIONAL BUSINESS) DISTRICT TO SECTION 4.5.11, B-4 (DOWNTOWN BUSINESS) DISTRICT

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Delgado and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Ware

and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 16th day of November, 2021.

(SEAL:)

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 16th day of November, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 314 Published 1 times

Date 1st Published: Feb 24 Amt: 37.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.68

Proof of Publication Fee: 3.00

TOTAL: 40.68

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - Ordinance 3302
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3302, duly adopted and approved by the City Council of the City of Hattiesburg on November 16, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3302

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A PORTION OF A CERTAIN PROPERTY LOCATED AT 500 E PINE STREET (PARCEL 2-0291-10-064.00, 2-0291-10-077.01; PPIN 15590, 45721, WARD 2) FROM SECTION 4.5.12, B-5 (REGIONAL BUSINESS) DISTRICT TO SECTION 4.5.11, B-4 (DOWNTOWN BUSINESS) DISTRICT. SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

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

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Ware and was adopted by the following roll call votes, to wit:

Yeas: George, Carroll and Ware
Absent: None

Nays: Delgado and Brown

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 16th day of November, 2021.

(SEAL:)

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President
The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 16th day of November, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 299 Published 1 times

Date 1st Published: Feb 24 Amt: 35.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.88

Proof of Publication Fee: 3.00

TOTAL: 38.88

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Ball

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - Ordinance 3303
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3303, duly adopted and approved by the City Council of the City of Hattiesburg on December 21, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3303

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN UN-ZONED PROPERTIES LOCATED ALONG J. ED TURNER DRIVE (PARCEL 052B-03-004.101, 052B-03-004.102, 052B-03-004.103, 052B-03-004.104; PPIN 33783, 33784, 33785, 33786; LAMAR CO., WARD 1) SECTION 4.5.3, R-1A (RESIDENTIAL) DISTRICT

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Carroll, Ware and

Brown

Absent: Delgado

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 21st day of December, 2021.

(SEAL:)

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President
The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 21st day of December, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 310 Published 1 times

Date 1st Published: Feb 24 Amt: 37.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.20

Proof of Publication Fee: 3.00

TOTAL: 40.20

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - Ordinance 3304
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3304, duly adopted and approved by the City Council of the City of Hattiesburg on December 21, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3304

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED ALONG N 28TH AVE AND NORTHWOOD DR (US 49 N SERVICE ROAD) (PARCEL 2-028B-05-096.00, 2-028B-05-097.00; PPIN 26048, 26051, FORREST CO., WARD 1) FROM SECTION 4.5.10 B-3 (COMMUNITY BUSINESS) DISTRICT TO SECTION 4.5.7, R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICT

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Carroll, Ware and Brown

Absent: Delgado

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 21st day of December, 2021.

(SEAL:)

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President
The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 21st day of December, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 295 Published 1 times

Date 1st Published: Feb 24 Amt: 35.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.40

Proof of Publication Fee: 3.00

TOTAL: 38.40

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bulld

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg, City of - Ordinance 3305
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3305, duly adopted and approved by the City Council of the City of Hattiesburg on December 21, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3305

AN ORDINANCE CLOSING AND VACATING A PORTION OF FREDNA AVENUE, WHICH IS LOCATED WEST OF RICHARD COLLINS DRIVE, EAST OF DABBS STREET, NORTH OF RUBY AVENUE, AND SOUTH OF MAY AVENUE (BETWEEN PARCELS 2-038B-15-326.00 PPIN 13951 AND PARCEL 2-038B-15-371.00 PPIN 13952, WARD 2) THAT IS CURRENTLY PLATTED AND EXISTING IN THE CITY OF HATTIESBURG, MISSISSIPPI

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member Brown, seconded by Council Member George and was adopted by the following roll call votes, to wit:

Yeas: George, Carroll, Ware and Brown

Absent: Delgado

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 21st day of December, 2021.

(SEAL:)

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 21st day of December, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 300 Published 1 times

Date 1st Published: Feb 24 Amt: 36.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.00

Proof of Publication Fee: 3.00

TOTAL: 39.00

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - Ordinance 3306
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3306, duly adopted and approved by the City Council of the City of Hattiesburg on December 21, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3306

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 4607 HARDY ST (PARCEL 051Q-12-001.000, PPIN 21451, LAMAR CO., WARD 3) FROM SECTION 4.5.13 I-1 (LIGHT INDUSTRIAL) DISTRICT TO SECTION 4.5.12, B-5 (REGIONAL BUSINESS) DISTRICT

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Carroll, Ware and Brown

Absent: Delgado

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 21st day of December, 2021.

(SEAL)

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 21st day of December, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published February 24, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 436 Published 1 times

Date 1st Published: Feb 24 Amt: 52.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 52.32

Proof of Publication Fee: 3.00

TOTAL: 55.32

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Ballard

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3307, duly adopted and approved by the City Council of the City of Hattiesburg on January 18, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3307

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR CERTAIN PROPERTIES LOCATED ON CHEVY CHASE DRIVE, S. 31ST AVENUE, S. 30TH AVENUE, AND LORRAINE STREET AS LISTED: PPIN 20848 PARCEL 2-028N-07-075.00, PPIN 20847 PARCEL 2-028N-07-074.00, PPIN 20840 PARCEL 2-028N-07-059.00, AND PPIN 20841 PARCEL 2-028N-07-060.00 FROM SEC. 2.3 MIXED USE DISTRICT MX-3 TO SECTION 2.3 MIXED USE DISTRICT MX-4; PPIN 20846 PARCEL 2-028N-07-073.00, PPIN 20845 PARCEL 2-028N-07-072.00, PPIN 20844 PARCEL 2-028N-07-071.00, PPIN 20843 PARCEL 2-028N-07-062.00, AND PPIN 20842 PARCEL 2-028N-07-061.00 FROM SECTION 2.5 RESIDENTIAL ATTACHED DISTRICT RA-3 TO SECTION 2.3 MIXED USE DISTRICT MX-4; PPIN 20857 PARCEL 2-028N-07-070.00, PPIN 20856 PARCEL 2-028N-07-069.00, PPIN 20855 PARCEL 2-028N-07-068.00, PPIN 20849 PARCEL 2-028N-07-063.00, PPIN 20850 PARCEL 2-028N-07-064.00, PPIN 20806 PARCEL 2-028N-07-057.00, PPIN 20807 PARCEL 2-028N-07-056.00, PPIN 20809 PARCEL 2-028N-07-055.00, PPIN 20808 PARCEL 2-028N-07-054.00, PPIN 20810 PARCEL 2-028N-07-053.00, PPIN 20811 PARCEL 2-028N-07-052.00, PPIN 20812 PARCEL 2-028N-07-051.00, AND PPIN 20822 PARCEL 2-028N-07-050.00 FROM SECTION 2.5 RESIDENTIAL ATTACHED DISTRICT RA-3 TO SECTION 2.3 MIXED USE DISTRICT MX-3, WARD 4.

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

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Ware and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 18th day of January, 2022.

(SEAL)
ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President
The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 18th day of January, 2022.

ATTEST: /s/ Kemas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - Ordinance 3307
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mtd: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 269 Published 1 times

Date 1st Published: Feb 24 Amt: 32.28

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.28

Proof of Publication Fee: 3.00

TOTAL: 35.28

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of February, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Gatherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Hattiesburg City of - Ordinance 3308
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3308, duly adopted and approved by the City Council of the City of Hattiesburg on February 8, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3308

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

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Carroll, Ware and Brown

Absent: None

Nays: Delgado (via teleconference)

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 8th day of February, 2022.

(SEAL:)

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

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

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published February 24, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 22, 2022
Re: Acknowledge publication of Notice of Public Hearing regarding the City of Hattiesburg's 2022 Action Plan and Lead Hazard Control Grant
File Number: 2022-181
Minute Book #

Summary

Acknowledge publication of Notice of Public Hearing regarding the City of Hattiesburg's 2022 Action Plan and Lead Hazard Control Grant

Recommendation Statement

I recommend approval of this item

Please place this on the March 22, 2022 City Council meeting for consideration.

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD FOR THE 2022 ACTION PLAN
FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME)
PROGRAMS AND LEAD-FREE HATTIESBURG
ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds from the U.S. Department of Housing and Urban Development in April 2022 or soon thereafter. These funds are estimated to total approximately \$750,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

The City expects to receive:

CDBG entitlement grant of approximately \$550,000
HOME entitlement grant of approximately \$200,000

Additionally, the City of Hattiesburg has been awarded program grant funding from HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH) in the amount of \$1,617,400.00. Funds will be used to:

Identify and remediate lead-based paint in approximately 72 homes;
Perform 60 Healthy Homes Assessments for other health hazards; and
Training and certification for qualified individuals for Lead Inspector, Lead Risk Assessor, and Lead Supervisor

A Public Hearing is scheduled for March 24, 2022 at 5:30 p.m. at Lillie Burney Learning Center, Multipurpose Building, 901 Ida Avenue, for the purpose of receiving ideas, comments, and proposals on the creation of the 2022 Action Plan priorities and feedback on past activities, as well as

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for March 24, 2022. Written comments will additionally be accepted in the Community Development Division through April 25, 2022. A summary of any comments accepted will be attached to the final action plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401, or email to cdbg@hattiesburgms.com. If you have any questions regarding this information, please contact the Department at (601) 554-1006. Anyone requiring special accommodation in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact the Department of Urban Development at (601) 554-1006 or email snewsom@hattiesburgms.com in sufficient advance of meetings to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, March 10, 2022 and Thursday, March 17, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, March 22, 2022

Re: Acknowledge receipt of two quote bids for the construction of The Jook Music Park and accept the bid of Sammy Graham in the amount of \$48,400.00 as the lowest bid received (Two quote bids for construction project)
File Number: 2022-174
Minute Book #

Summary

Acknowledge receipt of unadvertised bids for Construction of The Jook Music Park and accept the bid of Sammy Graham in the amount of \$48,400.00 as the lowest bid received (Unadvertised bids for construction project)

Recommendation Statement

Acknowledge receipt of unadvertised bids for Construction of The Jook Music Park and accept the bid of Sammy Graham in the amount of \$48,400.00 as the lowest bid received (Unadvertised bids for construction project)

Please place this on the March 22, 2022 City Council meeting for consideration.

**CITY OF HATTIESBURG
TWO-QUOTE BID INSTRUCTIONS**

Please find attached specifications for: Construction of The Jook Music Park as per the attached plans and specifications.

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: **February 22, 2022**

Contact Person(s): Sid Gonsoulin 601-554-1002 or 601-818-4121

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

THE JOOK MUSIC PARK

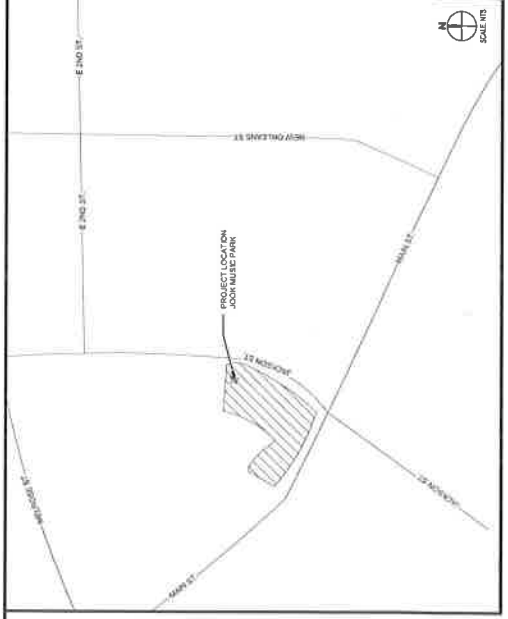
CITY OF HATTIESBURG
825 MAIN STREET HATTIESBURG, MS 39401



INDEX OF DRAWINGS

COVER	TITLE COVER SHEET
ARCHITECTURAL	
40.1	SITE PLAN
40.2	PAVING DETAILS
40.3	SITE DETAILS AND ADD ALTERNATE #1
	FOUNDATION PLAN W/ DETAILS

VICINITY MAP



**LANDRY
LEWIS
GERMANY
ARCHITECTS, P. A.**
3211 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P. 601.271.7711 WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910

THE JOOK MUSIC PARK
CITY OF HATTIESBURG
825 MAIN STREET HATTIESBURG, MS 39401

**LANDRY
LEWIS
GERMANY
ARCHITECTS, P. A.**
3211 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P. 601.271.7711 WWW.LLGARCH.COM

SET NO.
CN20-3882
1-25-2022



DRAWN	CGA
CHECKED	
DATE	1-25-2022
REVISIONS	
REMARKS	



THE JOCK MUSIC PARK
 CITY OF HATTIESBURG
 HATTIESBURG, MISSISSIPPI 39401

CN20-1882
 SHEET NUMBER
A0.3

1 JOCK FOUNDATION
 $1/4" = 1'-0"$ ADD ALTERNATE #1

NOTES:
 1. 4" THICK CONCRETE SLAB WITH 0.004 A.S.T. REINFORCED TO MEET ALL EXISTING ELECTRICAL COMPONENTS AS REQUIRED FOR TYPICAL.

2 FOUNDATION DETAILS
 $1/4" = 1'-0"$ ADD ALTERNATE #1

NOTES:
 ALL IN-SITU SOIL SHALL BE PROOF ROLLED PRIOR TO PLACEMENT OF CONCRETE. WHEN PROOF ROLLING IS COMPLETED, THE SURFACE SHALL BE GRADENED AND BENCHES SHALL BE SHOWN. GRADE SHALL BE GRADENED TO A MINIMUM DEPTH OF 18" MIN. DENSITY. 18% MIN. DENSITY. 18% MIN. DENSITY.

3 MAS STRONG TIE
 $1/4" = 1'-0"$ ADD ALTERNATE #1

NOTE:
 ALL CONCRETE AND REINFORCEMENT SHALL BE SHOWN. GRADE SHALL BE GRADENED TO A MINIMUM DEPTH OF 18" MIN. DENSITY. 18% MIN. DENSITY. 18% MIN. DENSITY.

4 MAS STRONG TIE - 2
 $1/4" = 1'-0"$ ADD ALTERNATE #1

NOTE:
 ALL CONCRETE AND REINFORCEMENT SHALL BE SHOWN. GRADE SHALL BE GRADENED TO A MINIMUM DEPTH OF 18" MIN. DENSITY. 18% MIN. DENSITY. 18% MIN. DENSITY.

5 BRIDGE - ELEVATION A
 $1/4" = 1'-0"$

6 BRIDGE - ELEVATION B
 $1/4" = 1'-0"$

7 BRIDGE - ELEVATION C
 $1/4" = 1'-0"$

8 BRIDGE - ELEVATION D
 $1/4" = 1'-0"$

9 BRIDGE FLOOR PLAN
 $1/4" = 1'-0"$

10 BRIDGE - FOOTING LAYOUT
 $1/4" = 1'-0"$

11 TYPICAL BRIDGE FOOTING
 $1/4" = 1'-0"$

12 BRIDGE DETAIL
 $1/4" = 1'-0"$

13 BRIDGE SECTION
 $1/4" = 1'-0"$

14 BRIDGE CROSS SECTION
 $1/4" = 1'-0"$

15 BRIDGE FRAMING ISO VIEW
 $1/4" = 1'-0"$

London, Sylvester

From: Paula <graham17824@bellsouth.net>
Sent: Thursday, March 10, 2022 8:39 AM
To: London, Sylvester
Subject: Bid

SAMMY GRAHAM
601.517.8283
graham17824@bellsouth.net
80 E Graham Lane
Collins, MS 39428

City of Hattiesburg (Jook Music Park)
Bldg 1898
Hattiesburg MS 39403-1898
PHONE: (601) 545-6661
DATE: 3/10/2022

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Bid Construction of the Jook Music Park as plans & specifications		
(# change)	bridge built 100' treated wood & red blocks & 54 Decking Boards		
(# change)	finish grade around concrete mulch filter top soil & plant grass seed		
	Bid price \$48,400.00		
	Price expiration 1/6/2022		
	Delivery to start 5/4/2022		
	Sammy Graham LLC Sammy Graham		
	10/ March /2022		
		SUBTOTAL	
		FREIGHT	
		SALES TAX	
		TOTAL	\$48,400.00

THIS INVOICE IS DUE UPON COMPLETION.

CUSTOMER SIGNATURE: _____

Sent from my iPhone



K. B. KAUFMANN & CO. INC
K.B.KAUFMANN.COM
PROFESSIONAL CONSTRUCTION AND DEVELOPMENT SERVICES

Proposal

March 10, 2022

City of Hattiesburg Purchasing Department
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: The Jook Music Park

We propose construction of Bridge, concrete work, and final grade based on Plans CN20-3882 Dated 1-25-2022 with 2 changes.

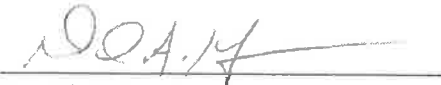
1. Bridge to be constructed 100% out of treated wood with 5/4 deck boards.
2. Final Grade around concrete would be filled with topsoil and seeded with grass seed.

For the Sum of: \$56,900.00

Price Expiration Date 3-17-22

Delivery Date 6-10-22

Respectfully,

 3-10-22

David A Kaufmann
Owner/President
K.B. Kaufmann & Co. Inc.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Jennifer Shows, Grants Coordinator

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 22, 2022

Re: Acknowledge final version of 2021 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD)
File Number: 2022-180
Minute Book #

Summary

Acknowledge final version of 2021 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD)

Recommendation Statement

I recommend approval of this item

Please place this on the March 22, 2022 City Council meeting for consideration.

City of Hattiesburg
2021 Consolidated Annual Performance and
Evaluation Report (CAPER)



**Presented to the U.S. Department of Housing and Urban
Development
City of Hattiesburg
Department of Urban Development
Community Development Division (CDD)
200 Forrest Street
Hattiesburg, MS 39401**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2021 CAPER describes the results of activities undertaken and completed by and through the City of Hattiesburg's Community Development Division to produce the outcomes identified in the 2021 Annual Action Plan for the period of January 1, 2021 - December 31, 2021. This is the 4th CAPER for the 2018-2022 Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected - Strategic Plan	Actual - Strategic Plan	Percent Complete	Expected - Program Year	Actual - Program Year	Percent Complete
Down Payment Assistance	Affordable Housing	HOME: \$	Homeowner Housing Added	Household Housing Unit	0	1		0	1	
Down Payment Assistance	Affordable Housing	HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	10	0	0.00%			
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	3	0	0.00%			

Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	3	0	0.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	2	2	100.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	4	0	0.00%	1	0	0.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	13	26.00%	5	0	0.00%
Public Facilities	Non-Housing Community Development	CDBG: \$ / HOME: \$ / CDBG-CV: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		1900	0	0.00%
Public Services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$ / CDBG-CV: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		200	21	10.50%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

CAPER

2

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All CDBG and HOME funds expended were directed toward addressing the priorities and objectives identified in the City's Annual Action Plan and Consolidated Plan. Concentration on housing needs continues to be the highest priority. These priority needs are: substantial rehabilitation of owner-occupied units, basic rehabilitation/emergency repairs, downpayment assistance, and development of new affordable housing through one or more of the City's CHDOs. The City continues to work toward reviving the Facade and Microenterprise Programs to promote economic development.

The City continues to face the fallout of COVID; specifically in regard to the impact of costs of construction materials and engaging qualified eligible contractors to participate in the City's programming.

CARES Funding was utilized to provide free testing services. In today's environment, the City will continue to offer free testing services in light of potential virus variants.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	2	0
Black or African American	19	4
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	21	4
Hispanic	0	0
Not Hispanic	21	4

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data captured reflects individuals assisted by CARES Act funding. The City's CARES Utility Assistance program, was terminated effective September 15, 2021. The decision was based on 2 factors: 1. Utility assistance using CARES funding was offered at the state level, increasing potential duplication of benefits; 2. MS-RAMP, the state level program provided benefits to qualified applicants for a longer period of time than the City's program. As a result, the City discontinued the 3-month rental/utility assistance program, and referred applicant to the MS-RAMP Program, which offered 6 months of assistance.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	538,280	425,474
HOME	public - federal	297,029	

Table 3 - Resources Made Available

Narrative

Programs undertaken in 2021 included activities eligible citywide; including homeowner occupied rehabilitation and emergency repair. Activities also include one CHDO project for the acquisition and rehabilitation of a home to become an affordable rental unit. Though not required to be a part of a particular neighborhood, activities undertaken in 2021 were in low-income neighborhoods or census tracts.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the City of Hattiesburg is not required to match CDBG or HOME funds from a compliance standpoint, the city highly values the network of other local agencies with similar community development objectives. Sometimes these organizations seek to use our funds to leverage other financial resources. Whether or not these organizations are able to leverage additional funds, they provide leverage in the form of non-financial resources in the services and resources they provide within certain areas and demographics that complement the City of Hattiesburg's community development efforts. In addition to formal arrangements with subrecipients and CHDO's, the Community Development Division continues to engage other organizations and build a professional network of other service providers that are working to improve the City and its communities.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year							
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	6	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	6	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	0
Number of households supported through Rehab of Existing Units	5	0
Number of households supported through Acquisition of Existing Units	0	0
Total	6	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

COVID-19 continues to be of considerable impact to the one-year goal and the actual accomplishments. The City's Community Development Division continues to experience considerable staff turnover. Goals are set taking into consideration a certain unknown in the number of applications the City may receive for Down Payment Assistance or in the type of CHDO projects that may come forward in the application process. Goals are conservative in areas other than rehabilitation of existing

units, because the City wishes to create the opportunity for various types of valuable activities and outcomes rather than limit possibilities via Action Plan.

Discuss how these outcomes will impact future annual action plans.

Rehabilitation activities are under re-consideration for the 2022 Annual Action Plan due to the challenges the City continues to face in expanding the pool of qualified contractors able to produce quality work.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 13 – Number of Households Served

Narrative Information

CDBG-CV Utility Assistance households: Extremely low income = 17, and a total of low-income = 6

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pinebelt Coalition on Homelessness, formed in partnership with the city, local providers and homeless advocates, continue to work to impact homeless individuals through a number of positive ways. The network has increased knowledge of services available which in turn allows agencies, the faith community, and advocates to concentrate on how a specific individual can be uplifted. The Coalition acts as the regional committee for the Balance of State Continuum of Care (CoC) and as such, coordinating the annual Point In Time (PIT) homeless count for the area. Additionally, surveys are conducted with detailed questions regarding the variety of services accessed, needed, or denied. The Pinebelt Coalition leadership uses this valuable information to feed advocacy and awareness. Each agency providing service in the Hattiesburg area is linked to Mississippi United to End Homelessness (Balance of State) which is continuing to work toward a coordinated system of referrals. The members of the Pinebelt Coalition advocate for funding that will help move homeless persons into housing quickly through the CoC Rapid Re-housing Program and other funding mechanisms. The Salvation Army's Emergency Shelter has been renovated but has not resumed Emergency Shelter operations following the destruction of the January 2017 tornado.

Members of the PCoH include agencies that represent a broad continuum of services – emergency shelter, day shelter, food kitchens, faith-based, transitional shelter, disabled services, veterans' housing, domestic violence shelter, healthcare, and permanent supportive housing. Each agency through the Coalition is connected to what is available and what is not. Annual awareness events such as Veteran's Stand Down and Homeless Memorial by the Coalition members provide continuing access to homeless persons and those at high risk of being homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In 2013, the City entered into an agreement with a subrecipient to develop permanent supportive

housing in Hattiesburg, and the City entered into various subrecipient agreements with non-profits providing services for the homeless (or those at risk) and other special needs populations, which can serve both an immediate basic need such as food or shelter, as well as supportive services that may help prevent individuals and families from becoming homeless again. The agency still is continuing to work and address a number of un-resolved issues preventing it from finalizing the housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Continuum of Care (CoC), and its respective agencies are well tuned in with the needs of the homeless community and coordinates to the extent feasible, given limited resources, to identify and serve individuals that may be discharged from publicly funded institutions. Since 2013, there has not been one case of a publicly funded shelter for the chronically homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Continuum of Care (CoC), and its respective agencies are well tuned in with the needs of the homeless community and coordinates to the extent feasible given with limited resources to be able to identify and serve individuals that may be discharged from certain publicly funded institutions. Since 2013, there has not been one case of a publicly funded shelter for the chronically homeless.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Hattiesburg attends the quarterly Resident Advisory Council meetings of the Housing Authority. The Housing Authority works closely with PRVO, The First Bank and other lending institutions in promoting home ownership. The City of Hattiesburg will provide information and promotions related to the Down Payment Assistance Program to Housing Authority residents via distribution of flyers, monthly resident meetings, and the quarterly RAC meetings.

Actions taken to provide assistance to troubled PHAs

The Hattiesburg Housing Authority is not a "troubled" PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing is developing within flood zones where FEMA regulations create limitations on the value and costs of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City has communicated to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The implementation of various HUD programs presupposes compliance with a variety of guidelines such as the environmental approval process. Many of the dilapidated structures are relatively old and contain lead based paint. The presence of such often increase the rehabilitation cost (in accordance with Title X of the Housing and Community Development Act of 1992) and result in the project being deemed infeasible. Other requirements found at 40 CFR and 24 CFR part 58 often result in the inability of the city to provide service to those who ironically have the greatest need.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City successfully pursued and has subsequently been awarded HUD funding from the Office of Lead Hazard Control and Healthy Homes to help mitigate the expense for lead remediation or implementation of interim controls. The City plans to use funding from this grant, when allowable, to address lead based paint issues encountered in its housing activities.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues its partnership with Breakthrough Community Services and Habitat for Humanity to identify families and individuals in poverty and/or those without the means to make emergency repairs to their homes. The Pinebelt Coalition on Homelessness carries on administering its meal program for LMI and disabled persons. The Domestic Abuse Family Shelter, continues to house and provide supportive services to victims of domestic violence. The AIDS Services Coalition is continuing its mission to provide housing, nutrition, and other supportive services to those living with HIV/AIDS.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Because of the impact of the pandemic, the City anticipates resuming participation in the quarterly CRA Advisory Board meetings and has hosted quarterly Housing Roundtables through which different housing and social service organizations collaborate to address housing challenges.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City recognizes the important and critical aspect of enhancing coordination between public and private housing and social service agencies. In the past, the City has hosted a series of town hall meetings in neighborhoods throughout the city including directors from various city departments as well as the Mayor's office. The Administration and Urban Development in particular have regular contact with the larger property manager firms in the city. These activities and relationships have created opportunities in which referrals for service(s) or other appropriate introductions can be made. While the COVID-19 pandemic required the City to pause its traditional town hall style meetings, the City is transitioning back to in-person public hearings for the Community Development Division. related public comment and public hearing opportunities into a virtual format. Social service agencies and housing agencies were solicited to be a part of these efforts to continue to bolster coordination. The City has worked with two non-profit agencies to provide rent and utility assistance to households financially impacted by COVID and continues its partnership with local hospitals and clinics to make free COVID-19 testing available and more accessible in a low-income neighborhood. The City continues progress in coordinating efforts to provide public wi-fi access – another result of coordination through the pandemic.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City has partnered with the Mississippi Home Corporation and other Entitlements and PHA's in the state to conduct and prepare a joint and collaborative Analysis of Impediments completed mid-2019.

The City has required beneficiaries of the Downpayment Assistance program to take a homebuyer education course prior to approval for an award since 2018 and will continue the practice. CDBG and HOME Programs continue to focus most of its resources on homeowner occupied rehabilitation and emergency repairs; addressing code compliance and the lack of code standard housing to the greatest extent possible; some of the City's partner agencies continue to offer credit counseling and homebuyer education, thereby addressing credit worthiness and fair housing education; and the City targeted its Public Service awards toward activities that benefited homeless population, those living with HIV/AIDS, the disabled, and special needs populations, which in the case of at least one activity, improved housing accommodations for persons with HIV/AIDS. However, no Public Services awards were made to social services agencies during the 2020 program year.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year the City monitors any subrecipient and CHDO that had open and active agreements with the City of Hattiesburg in the course of that year. In 2020, that included monitoring both Breakthrough Community Services related to a subrecipient agreement for Emergency Repair of homeowner-occupied housing and also monitoring Breakthrough Community Services as it related to CHDO agreements active in 2020. City staff contacts organizations in need of monitoring at least a couple of weeks in advance to schedule an agreeable date for a monitoring visit. Following the monitoring visit, the organization is provided written response, including any concerns, findings, and any follow-up action required with appropriate deadlines for response. The city and the organization remain in contact on the matter until any findings are resolved.

In addition to formal monitoring visits, the city is afforded the opportunity to monitor throughout the course of activities through environmental review, review of work write-ups, review of documentation accompanying draw requests, and on-site inspections that can help confirm that requests for draws are proportionate to the amount of work completed.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A public notice was published in the Hattiesburg Post on February 10, 2022, alerting the public that a draft CAPER was available for review. The notice described that a public comment period was open through March 9, 2022, and a virtual public hearing was set for 5:30 p.m., March 9, 2022. The notice also provided that the draft was available on the city's website at www.hattiesburgms.com/community-development and physically at five (5) locations in Hattiesburg, including City Hall, the main branch of the library, one county facility, and certain community centers. This notification and hearing complies with the Citizen Participation Plan requirement that a 15-day period be afforded for public review and comment on the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

CDBG-CV allocations received during PY 2020, continue to allow the provision of allowed the City to provide community-wide, free COVID-19 testing, and continue efforts to provide free public wi-fi opportunities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Two properties, both owned by Breakthrough Community Services and the result of past CHDO projects (1205 Country Club Rd and 506 Hall Ave), are within their period of affordability. Both properties were inspected in 2018 and no deficiencies were identified.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Following a 2018 monitoring visit and action requested by the Fair Housing office of HUD's Field Office in Jackson, MS, the City of Hattiesburg continues to comply with requests made as it relates to affirmative marketing. Specific steps include periodic review of the city's wait list for housing rehabilitation work in an effort to find opportunity to purge the list when possible, and periodically reopen periods of time in which new applicants can be added. Steps have included staff, subrecipient, and CHDO training as it relates to fair housing, affirmative marketing, and limited English proficiency actions. Additionally, the City's updated Down Payment Assistance program brochure continues to be used in the marketing strategy to promote the program and create educational opportunities related to fair housing.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Hattiesburg neither received nor used any program income in 2021.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

Revision efforts continued for Facade, Microenterprise, and CDBG programming. Marketing materials in keeping with the Affirmative Fair Housing Marketing Plan were implemented in 2020 to get the DPA program active again were maintained throughout 2021. These efforts are expected to help foster affordable housing as well as educate the public regarding fair housing protections.

Citizen Participation
2021 CAPER

On February 10, 2022, the City published a Notice of Availability, Public Hearing and Public Comment Period regarding a draft 2021 CAPER. As spelled out in the notice, the draft document was made available at locations in City Hall as well as four (4) other public locations in Hattiesburg. The notice described a public comment period to run through March 9, 2021, which adheres to the Citizen Participation Plan. The notice also provided details of a public hearing on March 8, 2021, to hear comments related to the draft document.

Due to health concerns related to COVID-19, as the date for the public hearing approached, the City took additional steps to inform the public via its website and social media that the draft document was available on the City's website and that it was highly encouraged to submit comments electronically, though the public hearing would still be an option.

As it happened, there were no comments submitted electronically or in any other way during the comment period, and the only attendees were four City staff members who were available to administer the hearing. Given the ongoing health concern with COVID-19, and the fact that it is typical for the CAPER draft to receive no comments, this lack of attendance or comment is not viewed in a negative light.

There being no comments to the draft, this Citizen Participation Record is to be added and the CAPER submitted on 3/31/2022.

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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 e-mailed to pwingo@hattiesburgms.com. Related comments should be delivered by March 9, 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.
Published February 10, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 22, 2022
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}
File Number: 2022-179
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum

Please place this on the March 22, 2022 City Council meeting for consideration.

LANDRY · LEWIS · GERMANY

ARCHITECTS, P. A.

WWW.LLGARCH.COM



Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

CREATING LANDMARKS SINCE 1910

INVOICE

CN 21-3823-003

March 3, 2022

RE:

City of Hattiesburg
200 Forrest Streete
Hattiesburg, MS, 39401

Katie Dabbs Community Center Renovations
Hattiesburg, MS

3/2/22
910

ATTN: Petra Wingo

For Professional Services Rendered

Fee Structure Basis for Design Services:

Percentage of Construction Cost

For Professional Services Rendered from	January 26, 2022	through	February 25, 2022
Est. Construction Cost:*	\$ 400,000.00	Percentage Fee	8.00%

Percentage Design Services						
Phase of Work	% of Fee		Phase Fee*		% Complete	Current Status*
Schematic Design	15%	=	\$ 4,800.00	X	100%	= \$ 4,800.00
Design Development	20%	=	\$ 6,400.00	X	100%	= \$ 6,400.00
Construction Documents	40%	=	\$ 12,800.00	X	75%	= \$ 9,600.00
Bidding and Negotiation	5%	=	\$ 1,600.00	X	0%	= \$ -
Construction**	20%	=	\$ 6,400.00	X	0%	= \$ -
Totals*	100%	=	\$ 32,000.00		Total Earned	= \$ 20,800.00
					Less Previous Invoiced	= \$ 20,800.00
					Total Percentage Invoice	= \$ -

*Upon determination of updated estimated cost of actual construction cost, this amount will be adjusted.

**Monthly invoice based upon contractors percentage of completion.

***Alternates Not Accepted and Deduct Change Orders are invoiced through Bidding and Negotiating Services - not in Construction.

Construction Administration Services Detail						
Alternates			Change Orders			
Contractor	Base Bid*	Accepted*	Not Accepted***	Add	Deduct***	Total Contract**
0	\$ -	\$ -	\$ -	\$ -	\$ -	= \$ -
					Total Earned Less Retainage	= \$ -
					Less Previous Applications for Payment	= \$ -
					Total Due Current Contractor Application for Payment	= \$ -

Hourly Services Plus Expenses and Reimbursables						
Title	Hours	X		Rate/Hour	=	Total
Principal/Architect	0	X	\$	200.00	=	\$ -
Project Manager	0	X	\$	180.00	=	\$ -
Construction Administrator	0	X	\$	180.00	=	\$ -
Senior Drafting	0	X	\$	165.00	=	\$ -
Drafting	0	X	\$	115.00	=	\$ -
Clerical	0	X	\$	90.00	=	\$ -
Consultants	See attached copies of consultant invoices					\$ -
Reimbursable Expenses	See attached for detail. (Site Survey)					\$ 6,370.00
Total Due Hourly Services Plus Expenses and Reimbursables						\$ 6,370.00

Total Amount Due this Invoice \$ 6,370.00

3827

Bill DUNK

ENVIRONMENTAL

MANAGEMENT SERVICES, INC.

Lynn Greer
Landry and Lewis Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402

Invoice Number 013497
Invoice Date February 03, 2022
PO Number
Terms Upon Receipt
Project LAN4-21-006
Page 1 of 1

Work through 01/29/2022

Project Manager: Kevin R. Kammerdeiner

Hattiesburg Dabbs Street Survey

SITE SURVEY 6,370.00

Invoice Total

6,370.00

Contract Value 0.00

Billing To Date 6,370.00

Remit To:

P.O. Box 15369, Hattiesburg, MS 39404-5369
(601) 544-3674, (601) 544-0504 (fax)

Approved By: Felisha D. Maqee



3/2/22

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Jennifer Shows
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: March 22, 2022

The following request for payment is being submitted for approval during the City Council's March 22, 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 (03/28/22 -04/27/22)

Recipient: Lisa Means
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (04/05/22-05/04/22)

Recipient: Landry, Lewis, Germany
Activity: Public Facilities
Program: CDBG
Project Site: Katie-Dabbs Community Center
Amount Requested: \$6,370.00
Purpose of Request: Site survey

Recipient:	Breakthrough Community Services, Inc.
Activity:	CHDO
Program:	HOME
Project Site:	104 Donald Street
Amount Requested:	\$12,500.00
Purpose of Request:	Reimbursement



"Breaking the Shackles of Poverty through Services"

INVOICE

REIMBURSEMENT

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Rental Rehab	104 DonaldSt	08	January 12, 2022

Quantity	Description	Unit Price	Total
1	5th Draw Request for 104 Donald Street Hattiesburg, MS 39401 Interior Walls finished and painted All fascia finished Interior doors hung All Windows finished and cased out Exterior vinyl hung Tub and vanity completed Rough In Plumbing	1	
			\$12,500.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

KJL

30.7.44

4800588434

BREAKTHROUGH COMMUNITY SERVICES
HOME REHABILITATION FUND
TAX ID #81-379062
1315 COUNTRY CLUB ROAD
BATESBURG, MISSISSIPPI 39401

270-12766

DATE
D110822022

TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

Jerry Arrington
15 Old Airport Rd Apt 501
Batesburg MS 39401

PAY TO THE ORDER OF

For: Rehab work 101 Donald Street

NUMBER
1012

AMOUNT
\$12,500.00

⑆001012⑈ 12065300279⑈ 11800588434⑈

CHECK HERE
James J. Amington

☐ CHECK HERE AFTER
MOBILE OR REMOTE DEPOSIT DATE

31 MAR 2022 12:30/06/2022
DDA/884 4880358781
12,500.00

>065300279X
Tugstmark Hattiesburg
2022-01-06
0315540538

0315540538

Amount: \$-12,500.00
Statement Description: CASHED CHECK #1012
Check Number: 1012
Posted Date: 1/6/2022
Type: Debit
Status: Posted



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Jennifer Shows, Grants Coordinator

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 22, 2022

Re: Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
File Number: 2022-178
Minute Book #

Summary

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}

Recommendation Statement

I recommend the authorization and publication of this notice for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs. {Entitlement}

Please place this on the March 22, 2022 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, April 21, 2022, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2023 for the Department of Urban Development – Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 545-4558.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – Qualified Eligible Contractors" and the DATE OF BID OPENING ("April 21, 2022").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 22nd day of March 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, March 31, 2022; Thursday, April 7, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 22, 2022

Re: Approve plans and specifications for the North 28th Avenue Bridge Replacement project and authorize advertisement for bids.
File Number: 2022-165
Minute Book #

Summary

Approve plans and specifications for the 28th Avenue Bridge Replacement project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of **Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 AM** on **April 21, 2022** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

NORTH 28TH AVENUE BRIDGE REPLACEMENT 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: NORTH 28TH AVENUE BRIDGE REPLACEMENT 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 Board 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 March A.D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on March 17 and March 18
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

NORTH 28TH AVENUE BRIDGE REPLACEMENT

FOR THE

CITY OF HATTIESBURG

FEBRUARY 2022



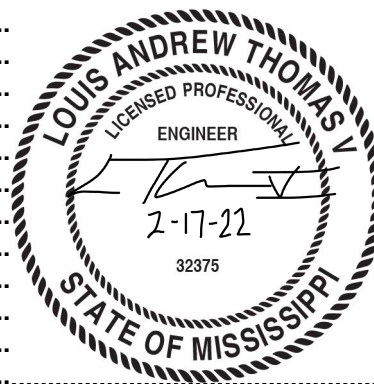
PREPARED BY:

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 AM** on **April 21, 2022** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

NORTH 28TH AVENUE BRIDGE REPLACEMENT 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: NORTH 28TH AVENUE BRIDGE REPLACEMENT 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 Board 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 March A.D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on March 17 and March 18
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by the City of Hattiesburg, MS herein called the "OWNER", at the Engineering Department, 212 W Front St, Hattiesburg, MS 39401, until 10:00 AM on _____, 2022

Each BID must be submitted in sealed envelope, addressed to the City Engineer, of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **NORTH 28TH AVENUE BRIDGE 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 212 W Front St, 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 140 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

PROPOSAL

NORTH 28TH AVENUE BRIDGE REPLACEMENT

CITY of HATTIESBURG

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
	ROADWAY ITEMS				
S-200-A	Mobilization	Lump Sum	1.0		
S-201-A	Clearing And Grubbing	Lump Sum	1.0		
S-202-B	Removal of Existing Bridge @ STA 19+00.29	Unit	1.0		
S-202-C	Removal of Concrete Curb and Gutter	Lin. Ft.	43.0		
S-202-C	Removal of Pipe	Lin. Ft.	27.0		
S-202-D	Removal of Rip Rap	Sq. Yd.	300.0		
S-202-D	Removal of Concrete	Sq. Yd.	2.0		
S-202-D	Removal of Asphalt Pavement, (All Depths)	Sq. Yd.	212.0		
S-203-E1	Borrow Excavation (FME)(Contractor Furnished)(Class B9)	Cu. Yd.	520.0		
907-247-A	Temporary Stream Diversion	Each	1.0		
S-304-A	Granular Material (LVM) (Class 9, Group "C")	Cu. Yd.	300.0		
S-304-C	Crushed Stone, Size 610 (LVM)	Cu. Yd.	80.0		
S-403-A	Hot Mix Asphalt, ST, 9.5 mm Mixture	Ton	33.0		
S-403-A	Hot Mix Asphalt, ST, 19 mm Mixture	Ton	65.0		
S-406-A	Cold Milling of Bituminous Pavement, All Depths	Sq. Yd.	136.0		
S-601-B	Class B Structural Concrete, Minor Structures	Cu. Yd.	3.025		

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
S-602-A	Reinforcing Steel	Lb.	98.0		
S-603-C-A	18" Reinforced Concrete Pipe, Class III	Lin. Ft.	9.0		
S-603-C-A	24" Reinforced Concrete Pipe, Class III	Lin. Ft.	137.0		
S-603-C-B	24" Reinforced Concrete Pipe Flared End Section	Each	3.0		
S-603-S-B	18" Branch Connection, Tie to Box Bridge	Each	1.0		
S-603-S-B	24" Branch Connection, Tie to Box Bridge	Each	2.0		
S-607-A	Roadway Construction Surveying	Lump Sum	1.0		
S-608-A	Concrete Sidewalk	Sq. Yd.	171.0		
S-608-B	Concrete Driveway	Sq. Yd.	4.0		
S-609-D	Combination Concrete Curb and Gutter, Type I	Lin. Ft.	179.0		
S-617-A	Right-Of-Way Markers, Type II	Each	11.0		
S-618-A	Maintenance of Traffic	Lump Sum	1.0		
S-618-B	Additional Construction Signs	Sq. Ft.	0.0	\$10.00	
S-618-E	Adjustment of Manhole	Each	2.0		
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 mils)	Lin. Ft.	296.0		
S-627-D	Two-Way Yellow Reflective Raised Markers	Each	5.0		
S-813-D	Steel Railing	Lin. Ft.	24.0		
S-815-B	Grouted Riprap (Size 100 Lb.)	Sq. Yd.	280.0		
S-815-E	Geotextile Under Riprap, Type V, AOS 0.21 - 0.43	Sq. Yd.	280.0		

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
	EROSION CONTROL ITEMS				
901-S-212-A	Agricultural Limestone	Ton	0.9		
S-212-B	Commercial Fertilizer (13-13-13)	Ton	0.3		
S-214-A	Seeding	Acre	0.3		
S-215-A	Vegetative Materials for Mulch	Ton	0.6		
S-233-A	Temporary Silt Fence	Lin. Ft.	500.0		
907-237-A	Wattles, 20"	Lin. Ft.	200.0		
	BRIDGE ITEMS				
901-S-804-B	Box Bridge Concrete, Class "BB"	Cu. Yd.	176.528		
S-805-A	Reinforcement	Lb.	34,573.0		
TOTAL:					

Note:

- All work items not accounted for in this list shall be absorbed.
- Material Submittals are required.

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:

**NORTH 28TH AVENUE BRIDGE 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:

NORTH 28TH AVENUE BRIDGE 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
Performance Bond	Drawings
Addenda	

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

ATTEST _____

(Printed Name & Title)

CONTRACTOR:

SEAL

Authorized by:

Date

ATTEST _____

(Printed Name & Title)

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 **NORTH 28TH AVENUE BRIDGE REPLACEMENT, 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 within sixty (60) days after the 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 and accepted.

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

5.4 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):

5.5 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.

5.6 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:

5.7 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 reasonable 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:

1. 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.
2. 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.
3. 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.

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".

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.

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 State Aid Road and Bridge Construction (2004 Edition), shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal 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.

**OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 2

DATE: July 1, 2004

SUBJECT: HIGH VOLTAGE OVERHEAD LINES

**NOTICE OF WORK TO BE PERFORMED
IN PROXIMITY OF HIGH VOLTAGE POWER LINES**

In accordance with Section 45-15-1, et seq., Mississippi Code of 1972 (as amended effective July 1, 1988), _____ (herein after referred to as "Applicant") (Supervisor in Charge: _____), whose address is _____, and whose telephone number is _____, hereby gives notice to the electric utility (hereinafter referred to as "Utility") that Applicant will be performing functions or activities at the location of _____ and that the estimated starting date of this work is _____. This work could reasonably be expected to cause persons, equipment or parts of tools or materials to be brought within ten (10) feet of Utility's high voltage lines at the proposed work area. Applicant hereby requests the Utility to confer with Applicant or his representative at the work site to ascertain the type of work activity that will take place and if further safety measures need to be taken by either the Applicant or the Utility. The Utility will give the Applicant a written cost estimate for safety arrangements to deter contact with on-site power lines. Applicant agrees not to perform such functions or activities until mutually satisfactory arrangements as provided by Section 45-15-9 have been made to deter contact with Utility's line.

Nothing contained in this Notice shall diminish or affect the obligation imposed upon the Utility under Section 45-15-1, et seq., or under existing laws or be construed as a waiver of the Applicant's or the Utility's rights under the law.

NOTICE GIVEN THIS, the _____ day of _____, _____.

APPLICANT

BY: _____

(Title)

Notice received by the Utility this the _____ day of _____, _____

**OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 5

DATE: February 10, 2022

**SUBJECT: STATUS OF UTILITY ADJUSTMENT AND RIGHT-OF-WAY
ACQUISITION**

I. All known utilities within the construction limits of this project are shown on the plans. The owners and addresses of these utilities are as follows:

1. Cable - Xfinity (Comcast) - 2100 Lincoln Rd, Hattiesburg, MS 39402
2. Power - MS Power Company - 6356 U.S. Highway 49, Hattiesburg, MS 39401
3. Telephone - AT&T - P.O. Box 1191, Hattiesburg, MS 39402
4. Fiber - C Spire - 4200 Mamie St, STE. 180, Hattiesburg, MS 39402
5. Gas - Spire, Inc. - P.O. Box 1649, Hattiesburg, MS 39403
6. Sewer - City of Hattiesburg - 900 James St, Hattiesburg, MS 39403
7. Water - City of Hattiesburg - 900 James St, Hattiesburg, MS 39403
8. Traffic - City of Hattiesburg - 125 Walnut St, Hattiesburg, MS 39401

The Status of the adjustment of each of the utilities is as follows:

1. Cable - Xfinity (Comcast) - No Conflict
2. Power - MS Power Company - Power Pole shall be moved by others
3. Telephone - AT&T - No Conflict
4. Fiber - C Spire - No Conflict
5. Gas - Spire, Inc. - No Conflict
6. Sewer - SS Manholes shall be adjusted by the contractor
7. Water - No conflict
8. Traffic - NA

Subsection S-105.06 of the 2004 Edition of the Standard Specifications provides for cooperation between the Contractor and Owner of utilities. All utility agreements are available for inspection by the Contractor in the Chancery Clerk's office. Additional assistance may be obtained by contacting the following:

**MISSISSIPPI ONE-CALL CENTER
BEFORE YOU DIG CALL:
MS 1-800-227-6477 - JACKSON 362-4374
OUT-OF-STATE 1-800-445-1988**

II. The City of Hattiesburg has certified that it has title to all rights-of-way within the limits shown on the plans for this project.

FORREST COUNTY

NOTICE TO BIDDERS NO. 6

DATE: July 19, 2021

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

**OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 8

DATE: November 8, 2011

SUBJECT: Errata and Modifications to the 2004 Edition of the Standard Specifications for State Aid Road and Bridge Construction

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
1-21	S-103.02	In the third line of the last paragraph, change "contracts in the same" to "contracts, financed wholly with State funds, in the same".
1-42	S-105.17	In line (b) of the third paragraph, add "claim." at the end of the sentence.
1-47	S-106.04	In the next to last paragraph, change "TMD-22-0100-000" to "TMD-22-01-00-000" and change "TMD-21-0100-000" to "TMD-21-01-00-000".
1-84	S-109.06.2	In the eleventh line of the second paragraph, change "of material invoices" to "of paid material invoices".
<u>1-85</u>	<u>S-109.08</u>	Replace 4 th paragraph in it's entirety with "The established base prices for bituminous products and fuels shall be the prices for the month prior to the month of the bid date and are available on the State Aid Website."
1-87	S-109.08	On page 1-87, insert the following after item (A6) and before the paragraph in the middle of the page: "(A7) Asphalt for Fog Seal Mixture -- One half pay quantity in gallons."
1-87	S-109.08	Delete the last paragraph on the page in toto.
1-88	S-109.08	Under ADJUSTMENTS, change paragraph 5 to read as follows: No adjustment will be made for items of work accomplished after the expiration of Contract Time except for cases involving natural or manmade disasters or other reasons not inherent to the construction industry. The contractor will submit documentation for the adjustment to the Engineer for approval/disapproval. If approved, the Engineer will prepare a supplemental agreement explaining the adjustment and submit the proper number of copies of the agreement to the Board of Supervisors for their consideration and action. If approved by the Board, all copies will be forwarded to the State Aid Engineer for concurrence. Upon concurrence, the State Aid Engineer will, if necessary, forward the agreement to any other involved parties for their action. A copy of the approved agreement will be furnished to all parties by the State Aid Engineer.
2-7	S-202.07	In the first sentence of the first paragraph, change "S-202" To "S-202-A". In the first sentence of the second paragraph, delete "S-202-A".

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
3-30	S-308.15	In the third pay item, change "per square yard**" to "per square yard". In the fourth pay item, change " <u>S-308-B-1</u> " to " <u>S-308-B-2</u> ".
<u>4-8</u>	<u>S-401.02.4</u>	At the end of the third sentence, delete the "." and add "and as a base course."
4-8	S-401.02.4	In the table at the end of the Subsection, for the 19 mm, change "2 ¼" to "2 ½" in the Minimum and change "3" to "3 ½" in the Maximum; for the 12.5 mm, change "2" to "2 ½" in the Maximum; for the 9.5 mm, change "1 ½" to "2" in the Maximum; and for the 4.75 mm, change "¾" to "1 ¼" in the Maximum.
4-23	S-401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
4-32	S-403.03.3	In the first sentence of the second paragraph, change "acceptance and pavement" to "acceptance and payment".
4-45	S-409.02.2	Change "PG 64-22" to "PG 67-22".
6-2	S-601.06	In the first sentence, change "S-804.03" to "S-804.03.5".
6-7	S-602.05	Change the subsection reference for Bending from "S-805.05" to "S-805.03.2".
6-9	S-603.02	Change the subsection reference for Joint Mortar from "707.02" to "714.11".
<u>6-15</u>	<u>S-603.09</u>	After second sentence, add "All lift holes shall be filled and/or sealed to the satisfaction of the Engineer."
6-78	S-620.06	Change the first sentence of the second paragraph, from "Legend will be measured by the square foot.", to "Legend will be measured by the linear foot or square foot, as applicable."
6-78	S-620.07	In the sixth pay item, change "S-620-E-1" to "S-620-E-2".
7-17	S-702.12	In TABLE I, under the heading of Test, in the second line change "140°F, poises" to "275°F, C _s ".
7-20	S-703.02.1	In line (1) of the first paragraph, change "set-out" to "set out".
7-25	S-703.04.2	In the fifth paragraph, delete "S-703.04.3 and".
7-52	S-708.02.1.2	In the first sentence change "20 percent" to "25%".
7-104	S-714.13.1	Delete the fourth paragraph.
7-154	S-721.02.3.7	Delete Subsection S-721.02.3.7--Ground Plates in toto.
8-37	S-803.03.2.6	In the first sentence of the second paragraph, change "S-803.03.1.5.1" to "S-803.03.2.5".
8-45	S-803.04.1	Delete the second paragraph and replace with the following: Test piles which require extensions or building up will not be measured for additional payment. Splices required for the extensions will not be measured for payment.

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
		No measurement for payment will be made for cut-off of a test pile.
8-50	S-803	Under <u>COMPENSATION</u> , In the seventh pay item, change " <u>S-803-G</u> : Blank " to " <u>S-803-G</u> : Concrete Piling Cut-off, <u>Size</u> - per each "
8-60	S-804.02.11	In the last sentence of the first paragraph, change "automatically" to "automatic".
8-64	S-804.02.13	In the second line of paragraph (c), place a period after psi and delete "provided both the QC and QA test results are equal to or exceed the minimum compressive strength requirements."
8-66	S-804.02.13.1.3	In the last sentence change, "S-804.02.13.1" to "S-804.02.12".
8-67	S-804.02.13.1.5	Change the equation for % Reduction to:
		$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$
8-121	S-806.04	In the first sentence of the third paragraph, change "by the unit (one unit consists of one wing on each side and end of the abutment cap)" to "per each".
8-121	S-806.08	Change " <u>S-806.08--Basis of Payment.</u> " to " <u>S-806.05--Basis of Payment.</u> "
8-122	S-806.08	In the first pay item, change " _ ' Interior" to " ____ ' Interior".
<u>8-122</u>	<u>S-806.08</u>	On pay item S-806-H, add "or Steel Posts"

Supplemental Specification
901-S-212-1
Agricultural Limestone

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: January 01, 2005

SUBJECT: Agricultural Limestone

Section S-212-GROUND PREPARATION AND FERTILIZER; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

901-S-212.07 -- Basis of Payment. Insert the following paragraph before the first paragraph on page 2-37:

Agricultural limestone will be paid for at the contract unit price per ton. Grade "A" agricultural limestone with an equivalent neutralizing value (ENV), determined in accordance with Subsection 901-S-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half ($\frac{1}{2}$) the contract price per ton. No payment will be made for Grade "A" agricultural limestone with and ENV less than 60.0%.

Delete the first pay Item listed on page 2-37 and substitute the following:

901-S-212-A: Agricultural Limestone - per ton

Special Provision
901-S-401-2
Plant Mix Pavements (HMA)--General
Marshall Design Mixtures
Project No. 12228
Forrest County

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: February 5, 2008

SUBJECT: Hot Mix Asphalt (HMA) Pavements – Marshall Mixtures

The MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION is hereby supplemented as follows:

Section S-401 – Plant Mix Pavements (HMA) – General, of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition, is hereby amended as follows and is applicable for HMA mixtures designed using the Marshall Method.

SECTION 901-S-401 –HOT MIX ASPHALT (HMA) Marshall Mixtures

Delete Subsection S-401.01 and replace with the following:

901-S-401.01--Description. This work consists of the construction of one or more lifts of hot mix asphalt (HMA) designed and controlled using the Marshall Method in accordance with these specifications and the specific requirements for the mixture to be produced and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

It is the intent of this special provision to only revise those sections of S-401 which would not be applicable for mixtures designed by the Marshall Method. Those sections in the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition, not addressed or revised herein or otherwise applicable to Marshall Method designed mixtures shall remain in force as written or shall not be considered applicable to this special provision. Where conflicts exist between this special provision and the standard specifications, this special provision shall govern for mixtures designed and placed by the Marshall Method.

Delete Subsection S-401.02.1.2 -- Aggregates in toto and replace with the following:

901-S-401.02.1.2--Aggregates. The source of the aggregates shall meet the applicable requirements of S-703, Subsections 901-S-401.02.1.2.1, 901-S-401.02.1.2.2 and 901-S-401.02.1.2.3 below, and as specified herein.

The several aggregate components, including mineral filler and other materials when required, shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the gradation requirements of the specific type mixture under contract. Pre-mixing of aggregate fractions by controlled methods may be permitted to produce a more workable component which contributes to the gradation requirements of the job-mix formula. Bituminous material within the percentage limits designated for the specific type mixture shall be combined with the other components of the mixture.

The HMA mixture shall conform to the types set forth in 901-S-401.02.1.2.3.2, Table A. The type of mixture is the Contractor's option except when a specific type or types are designated in the contract.

The overall limits set out in 901-S-401.02.1.2.3.2, Table B, encompass the extreme limits for material or combinations of materials from all possible sources, and closer controls appropriate to the job materials shall be established for each specific mixture required under any contract in accordance with a job-mix formula established as set out in 901-S-401.02.3.2 below.

901-S-401.02.1.2.1--Coarse Aggregate (Material Retained on No. 8 Sieve).

Bituminous Base (BB-1)

Coarse aggregate shall be crushed stone, slag or granite; shell; expanded clay; expanded shale; crushed gravel (or combination of crushed and uncrushed) or combination thereof as set forth in Table A of 901-S-401.02.1.2.3.2. Crushed reclaimed concrete pavement shall also be allowed as a coarse aggregate provided it meets the quality requirements below and the final product produced therefrom meets all other specification requirements.

Individual sources of coarse aggregate shall conform to the following quality requirements:

1. Percentage of wear shall not exceed 45 when tested in accordance with AASHTO Designation: T 96.
2. Except for expanded clay and shale, the coarse aggregate shall have a minimum dry rodded unit weight of 70 pounds per cubic foot when tested in accordance with AASHTO Designation: T 19.
3. The coarse aggregate shall be free of any injurious coating which will prohibit the adherence of asphalt to the aggregate particles.

Coarse aggregate when combined with other aggregate fractions in the proper proportions shall conform to the requirements of 901-S-401.02.1.2.3.1 and the job-mix formula.

Leveling, Binder, and Surface Courses

Coarse aggregate shall be crushed gravel (or combination of crushed and uncrushed gravel), slag, stone or granite; shell; expanded clay; expanded shale or combination thereof as set forth in TABLE A of 901-S-401.02.1.2.3.2. Crushed reclaimed concrete pavement shall also be allowed as a coarse aggregate provided it meets the quality requirements below and the final product produced therefrom meets all other specification requirements.

With written permission of the Engineer, the specified surface course may be substituted for an underlying course. In this case, any crushed coarse aggregate or blend of crushed coarse aggregates without regard to a particular type of mix may be used. Provided, however, that the

aggregates and the resulting mixture meet all other requirements for specified surface course including crushing and fractured face requirements. Surfaces mixtures (SC-2) shall not be allowed in lower courses with the exception of thin leveling sections.

The percentage of wear shall not exceed 45 when tested in accordance with AASHTO Designation: T 96.

When tested in accordance with AASHTO Designation: T 19, the dry rodded unit weight of all aggregates except expanded clay and shale shall not be less than 70 pounds per cubic foot, and crushed slag used in the surface course shall have a dry rodded unit weight of not more than 90 pounds per cubic foot except the maximum unit weight is waived for chromium slag.

The coarse aggregate shall be free of any injurious coating which will prohibit the adherence of asphalt to the aggregate particles.

For surface course, the percent of thin or elongated pieces shall not exceed 15 by weight when tested in accordance with S-703.01, and the percentage of loss shall not exceed 20 when tested for soundness using magnesium sulfate in accordance with AASHTO Designation: T 104.

Crushed gravel, Class III, shall be the product resulting from crushing gravel aggregate of which no less than 98 percent is retained on the 3/8-inch sieve prior to crushing, and after crushing 100 percent passes the 3/8-inch sieve and no less than 65 percent passes the No. 4 sieve.

Shell shall consist of durable, washed particles of dead clam or dead reef oyster shell, or combination thereof. The shell shall be free of objectionable matter such as sticks, mud, clay lumps, cannery or live shell, or other deleterious matter. Not more than five percent by weight of the dredged material shall pass the No. 200 sieve; any such material shall be dispersed throughout the mass.

901-S-401.02.1.2.2--Fine Aggregate (Material Passing the No. 8 Sieve).

Bituminous Base (BB-1)

Fine aggregate shall consist of hard, durable particles of naturally disintegrated rock, or material obtained by crushing stone, slag, gravel, reclaimed concrete pavement or combinations thereof. Fine aggregate, when manufactured, shall be manufactured from material meeting the quality requirements for coarse aggregate, and it shall be free of lumps of clay and friable particles, loam, organic or foreign matter.

Individual sources of fine aggregate shall be non-plastic when tested in accordance with AASHTO Designation: T 90.

Natural deposits of fine aggregate shall contain no more than 10 percent by weight passing the No. 200 sieve when tested in accordance with AASHTO Designation: T 11.

When the fine aggregate is combined with other aggregate fractions in the proper proportion, the resultant mixture shall meet the requirements of 901-S-401.02.1.2.3.3 and the job-mix formula.

Fly ash, when used as a portion of the fine aggregate, shall be from an approved source.

Leveling, Binder, and Surface Courses

Fine aggregate shall consist of hard, durable particles of naturally disintegrated rock; material obtained by crushing stone, slag or gravel; stone or slag screenings; reclaimed concrete pavement; or combinations thereof. The amount of uncrushed fine aggregate permitted in the combined aggregate blend shall conform to the limitations in 901-S-401.02.1.2.3. Fine aggregate shall be free of lumps of clay and friable particles, loam, organic or foreign matter.

Fine aggregate produced by crushing stone, slag or gravel shall be manufactured from aggregate meeting the quality requirements of coarse aggregate.

Individual sources of fine aggregate shall be non-plastic when tested in accordance with AASHTO Designation: T 90.

Natural deposits of fine aggregate shall contain no more than 10 percent by weight passing the No. 200 sieve when tested in accordance with AASHTO Designation: T 11.

Individual fine aggregate components shall be of such consistency and dryness that a uniform and even flow from the cold feed will be provided.

Fine aggregate when combined with other aggregate fractions in the proper proportions shall meet the requirements of 901-S-401.02.1.2.3 and the job-mix formula.

Fly ash, when used as a portion of the fine aggregate to obtain desired properties of the mixture, shall be from an approved source.

901-S-401.02.1.2.3--Combined Aggregate Blend.

901-S-401.02.1.2.3.1--General. The several aggregate fractions for the mixture shall be sized, graded and combined in such proportions that the resultant composite blend will meet the gradation requirements of 901-S-401.02.1.2.3.2, TABLE B.

The minus No. 40 fraction of the combined aggregate shall be non-plastic when tested according to AASHTO Designation: T 90. The clay content for bituminous base, leveling and binder courses shall not exceed 1.0 percent, and for the surface course shall not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO Designation: T 88.

Mineral filler and/or fly ash, when used to obtain desired properties of the mixture shall not exceed 3.0 percent by weight of the total aggregate blend.

The ratio, by weight, of dust (material passing No. 200 sieve) to asphalt binder shall be not less than 0.8 nor more than 1.6.

Of all the material passing the No. 8 sieve and retained on the No. 200 sieve, not more than 60 percent shall pass the No. 30 sieve.

At least 70 percent by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces for bituminous base courses.

At least 80 percent by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces for bituminous leveling and binder courses.

At least 90 percent, by weight, of the combined mineral aggregate retained on the No. 4 sieve shall have two or more mechanically fractured faces for bituminous SC-1 Surface Mixtures.

Uncrushed natural sand shall pass the 3/8-inch sieve and the content shall not exceed 20 percent by weight of the total mineral aggregate except for RAP.

901-S-401.02.1.2.3.2--Tables.

TABLE A specifies the types and coarse aggregate combinations for bituminous base and pavements.

TABLE B specifies the gradations of the combined aggregates for bituminous bases and pavements. The job-mix formula, excluding allowable tolerances in TABLE C, shall be within the limits of TABLE B. Unless otherwise designated on the plans or in the contract documents, the gradation number shall be as follows:

Bituminous Base: Number BB-1
Leveling and Binder Course: Number BC-1
Surface Course and Leveling: Number SC-1 and SC-2

TABLE C lists the maximum tolerances allowed for any one test of gradation and asphalt content from the job-mix formula.

TABLE D lists the minimum percent Voids in Mineral Aggregate (VMA) allowed for design and plant produced mixtures.

TABLE A
OPTIONAL AGGREGATE TYPES

Type Construction	Bituminous Base Course	Leveling and Binder Courses	Surface Course
Coarse Aggregate:	Mixture Type Number		
Crushed Limestone	1	1	
Crushed Slag	2	2	
Crushed Granite	3	3	
Shell	4	4	
Expanded Clay or Expanded Shale	5	5	
Crushed Gravel or combination of crushed and uncrushed gravel combined with any coarse aggregate (Note 1)	6	6	
Crushed Gravel or combination of crushed and uncrushed gravel combined with Limestone or Slag (Notes 1 & 2)	7	7	
Crushed Gravel combined with Limestone or Slag (SC-1) (Note 3)			8
or			
Crushed Gravel (Class III) combined with Limestone or Slag (SC-2) (Note 3)			8
Crushed Gravel (Class III) (SC-2) (Note 4)			9

Note 1: At least 70% for bituminous base courses and 80% for bituminous leveling and binder courses by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces.

Note 2: At least 20% of the total combined aggregate by weight shall be limestone or slag.

Note 3: 20 to 50% of the total combined aggregate by weight shall be limestone or slag of

which 20 to 45% shall pass the No. 8 sieve. Used for SC-1 or SC-2 Mixes.

Note 4: Type 9 may be used only when designated or specified as an optional type in the contract. Used for SC-2 only.

TABLE B

**DESIGN MATER RANGE
Precent by Weight Passing Sieves**

Number	BB-1	BC-1	SC-1	SC-2
Sieve Size:				
1 ½ inch	100			
1 inch	83-100			
¾ inch		100		
½ inch	56-95	82-100	100	
3/8 inch		71-91	87-100	100
No. 4	29-70	40-73	54-80	69-100
No. 8	19-54	26-58	32-63	47-95
No. 16				30-76
No. 30	8-30	9-30	12-33	18-58
No. 50	4-20	6-20	6.-20	9-42
No. 200	2-10	2-10	2-10	4-10
Min. % A.C. by Wt. of Mix.*	4.0	4.0	4.0	4.0

* The actual percent of asphalt will be designated in the job-mix formula.

TABLE C

**TOLERANCES FROM JOB-MIX FORMULA
(Maximum for Any One Test)**

Sieve Sizes	Tolerances Percent (±)
Passing 3/8 inch and larger sieves	6
Passing Nos. 4, 8, and 16 sieves	5
Passing Nos. 30 and 50 sieves	4
Passing No. 200 sieve	1.5
Percent Asphalt Cement	0.4
Voids in Mineral Aggregate (VMA)	1.0

TABLE D

MINIMUM VOIDS IN MINERAL AGGREGATE (VMA)

Nominal Maximum Size*	VMA Minimum Percent
No. 4	17.0
3/8 Inch	15.0
½ Inch	14.0
¾ Inch	13.0
1 Inch	12.0

Delete Subsection S-401.02.1.4 and replace with the following:

901-S-401-02.1.4--Miller Filler. Mineral filler shall meet the requirements of S-703.16.

Delete Subsection S-401.02.1.6--Asphalt Admixtures in toto and replace with the following:

901-S-401-02.1.6--Asphalt Admixtures. Additives for liquid asphalt, when required or permitted, shall meet the requirements of S-702.08, except that the minimum Tensile Strength Ratio (TSR) when tested in accordance with Mississippi Test Method MT-63 shall be 85.

901-S-401-02.3.1--Replace table for RAP percentages allowed with the following:

HMA Mixture	Maximum percent RAP By total weight of mix
BB-1	30
BC-1	30
Leveling	30
SC-1	15

Delete Subsection S-401.02.3.1.1--Mixture Properties in toto and replace with the following:

901-S-401-02.3.1.1--Mixture Properties. Marshall Stability of proposed HMA mixtures, when tested in accordance with Mississippi Test Method: MT-34, Marshall Stability Values of Compacted Bituminous Mixtures, shall be 1500 pounds for base, leveling, and binder mixtures and 1800 pounds for surface mixtures when subjected to seventy-five (75) blows of a Standard Marshall Hammer on each end of the specimen and tested at a temperature of 140°F.

The total percent air voids in the completed mixture shall be within the range of 3-5.

The ratio, by weight, of dust (material passing the No. 200 sieve) to asphalt binder shall not be less than 0.8 nor more than 1.6 for all mixtures.

Delete Subsection S-401.02.3.2--Job Mix Formula in toto and replace with the following:

901-S-401.02.3.2--Job Mix Formula. The job mix formula shall be established in accordance with Mississippi Test Method MT-35.

The job-mix formula for each mixture shall establish a single definite percentage of aggregate, including mineral filler, hydrated lime, and other materials when required, passing each required sieve size, and a single definite percentage of bitumen to be added to the aggregate and a single definite temperature at which the mixture is to be discharged from the mixer.

At least fifteen (15) days prior to the proposed use of each mixture to be supplied and placed under the contract, the Contractor shall submit in writing to the Engineer for his approval, a single (one) proposed job-mix formula or request the transfer of a verified job-mix formula for each mixture. The job-mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

Prior to the use of each such mixture, the Contractor shall make available materials, conforming to the material specifications and proposed for use in the mixture, for sampling and testing by a State Aid approved laboratory, as the Engineer may consider necessary to determine approval or disapproval of the Contractor's job-mix formula, or the establishment of a proposed job-mix formula by the Engineer in lieu thereof. The following information shall be forwarded for each mix submitted.

- (1) The specific project for which the mixture will be used.
- (2) The source and description of each material component (virgin & reclaimed) to be used in the mixture.
- (3) A sample of each component (including anti-stripping agent) proposed in the mixture.
- (4) The gradation and proportions of the materials to be combined in the mixture.
- (5) A percentage of the combined aggregates passing each specified sieve and a graphical plot of the combined aggregate gradation on a 0.45 power chart shall be attached. A percentage of asphalt by weight of the total mix intended to be incorporated in the completed mixture.
- (6) A proposed temperature at which the mixture is intended to be discharged from the plant.
- (7) A copy of the current temperature viscosity curve for the asphalt binder used in the mix.
- (8) The name of the Contractor's representative responsible for the quality control of the mixture during production.
- (9) Accompanying design curves and other laboratory test data to show that the completed mixture will conform to the requirements for stability, flow, workability, density, and all other criteria specified in the contract.

A State Aid approved laboratory will perform the tests necessary for verification of a proposed job-mix formula or transfer for each required mixture at no charge to the Contractor; however, a charge will be made for additional job-mix formulas submitted by the Contractor for review. The Contractor will be charged for the tests conducted on submitted materials that will not blend into an approvable job-mix formula and the materials submitted for additional job-mix formulas. Likewise, the Contractor will be charged for any additional transfers of approved mixes after

tentative approval of a mix for a particular course has been given. Where the Contractor requests more than one job-mix for any course, only the job-mix used on the project will be furnished at no charge to the contractor.

In the case of a small quantity, under 200 tons, for a single pay item of bituminous mixture, as indicated in the proposal, is produced and supplied by an established plant, the approval of a job-mix formula shall be at the discretion of the Engineer, based on known satisfactory production of similar mixes made from materials previously tested and approved for other work; or, at the discretion of the Engineer, tested and approved for the work for which the job-mix formula is under consideration. Acceptance of the job-mix formula shall, also, be contingent upon proper placement qualities at the time the mixture is used in the work.

In the event the Contractor fails to submit a proposed job-mix formula sufficiently in advance of its proposed use for the Engineer to determine approval or non-approval, a job-mix formula will be established by the Engineer at the earliest practical time.

In all cases, determination of the job-mix formula to be used will be made by the Engineer and will be based on resistance to stripping, stability, flow, VMA, total voids, workability, density, skid resistance, and any other criteria specified for the mixture complete in place; it will be based also on the materials submitted but if the specified or desirable properties cannot be obtained, other materials shall be submitted by the Contractor. It shall be fully understood that the amount of bitumen approved or established for the job-mix formula shall be determined by the Engineer as being that most compatible with the desired characteristics of the mixture and in consideration of the percentage of materials passing the No. 200 sieve. The ranges of the components of the HMA mixture set out in 901-S-401.02.1.2.3.2-Table "B" shall have no bearing upon the determination of the percentage established for the job-mix formula, except that no job-mix formula will be approved or established having permissible ranges outside of the master range for the particular mixture.

The job-mix temperature shall be the lowest temperature that is considered to be satisfactory to obtain the desired mixture.

No mixture will be accepted for use, nor shall any mixture be placed until the Engineer has established or approved a "tentative" job-mix formula for the particular mixture.

The job-mix formula thus approved or proposed from the laboratory test results shall be considered as "tentative" until a sufficient amount of the mixture has been actually processed through the plant, spread and compacted to determine by tests the necessity and effectiveness of corrections and adjustments to the plant operation, and to spreading and compaction procedures.

When a change in source of materials, unsatisfactory results or changed conditions make it necessary, a new job-mix formula will be required. The conditions set out herein for the original job-mix formula are applicable to the new job-mix formula.

The tentative job-mix formula, with its adjustments to plant operation and spreading and compaction procedure when required, will be considered as conditionally approved until it is rejected, or its approval is confirmed by the Engineer.

After approval of the tentative job-mix formula is confirmed by the Engineer, the mixture furnished for the project shall conform thereto within the range of tolerances specified for the particular mixture. No change in properties or proportions of any ingredient of the mix shall be made without permission of the Engineer. The job-mix formula for each mixture shall be in effect until revised in writing by the Engineer.

The approved job-mix formula may be transferred for use on other contracts under the conditions set out in the Office of State Aid Road Construction's S.O.Ps.

Delete Subsection S-401.02.4--Substitution of Mixture in toto and replace with the following:

901-S-401.02.4--Substitution of Mixture. Except as otherwise specified in the contract, any HMA mixture specified in the contract for a course required above the course being placed may be substituted in lieu of the mixture specified for the course being placed, provided the course constructed with the substituted mixture meets the composition and physical requirements, complete-in-place and accepted, for the mixture being used or for the mixture for which the substitution is being made, and will be measured and paid for as provided for the course being placed. Density requirements will be as specified for the course for which the substitution is made. Any substitution of mixtures shall be of the same type. No other substitutions will be allowed. The quantity of substituted mixture shall be measured and paid for at the contract unit price for the mixture designated on the plans. The substitution of any mixture will be contingent on meeting the required total structure thickness and maintaining the laying thickness for the particular substituted mixture. Unless designated otherwise in the contract, the minimum laying thickness of any HMA course shall be not less than twice the nominal maximum sieve size for the aggregate used.

Change the title for Subsection S-401.02.5--Contractor's Quality Management Program as follows:

901-S-401.02.5--Contractor's Quality Control.

Delete Subsection S-401.02.5.1--General in toto and replace with the following:

901-S-401.02.5.1--General. The Contractor shall have full responsibility for quality control. The Contractor shall provide and maintain a quality control system that will furnish reasonable assurance that the HMA mixtures as well as all component materials incorporated in the work conform to the contract requirements whether manufactured or produced by the Contractor or procured from suppliers of subcontractors. The Contractor shall have responsibility for the initial determination and all subsequent adjustments in proportioning materials to produce the specified job-mix and other physical characteristics. When quality control testing indicates a trend toward borderline values, the Contractor shall initiate immediate action to reverse the

trend. When quality control testing confirms non-conformance to specified values, the Contractor shall take immediate corrective action or cease operations.

The Contractor's quality control shall include the following:

1. Determination of fractured face content of aggregates retained on the No. 4 sieve for base, binder, leveling and SC-1 surface mixtures at a minimum of one test per day of production.
2. Moisture tests on aggregate stockpiles at a minimum of one test per half day of production.
3. Extraction tests for gradation determination at a minimum of one test per half day of production. Gradation tests of combined aggregates may be sampled from conveyor belt or other approved sampling methods.
4. Determination of stability, total voids, Voids in Mineral Aggregate (VMA) and bulk specific gravity on laboratory compacted Marshall Specimens at a minimum of one test per half day of production.
5. Asphalt content using nuclear gauge or ignition oven at a minimum of three tests per day of production.
6. Stripping tests at a minimum of one stripping test at the beginning of each job-mix production and thereafter, at least once per each two weeks of production according to Mississippi Test Method: MT-63 and one stripping test per day of production according to Mississippi Test Method: MT-59. Should either the TSR (MT-63) or the boiling water (MT-59) stripping tests fail, a new anti-strip additive or rate shall be established or other changes made immediately that will result in a mixture which conforms to the specifications; otherwise, production shall be suspended until corrections are made.
7. Density tests as necessary to verify compaction (minimum of 3 per day).
8. Quality control charts, up-to-date and posted in a readily observable location.

At the beginning of placement for each course, except for temporary work of short duration and bridge replacement projects having 500 linear feet or less of pavement on each side of a structure, the Contractor shall construct a test strip of a maximum four hours duration for the purpose of evaluating the properties of the HMA mixture and determining maximum compaction of the mixture. When there are multiple bridge sites on a bridge replacement project, each site will be considered separately. At least one density growth curve shall be established within the test strip. If the test results are satisfactory, as approved by the Engineer, operations may resume. If unsatisfactory, appropriate adjustments shall be made, or a new job-mix formula obtained, and another test strip shall be constructed.

The rolling pattern established during construction of the test strip is to be used by the Contractor as a guide. When conditions change, variation from the rolling pattern may be necessary to maintain specification requirements, in which case a new rolling pattern shall be established.

Delete Subsection S-401.02.5.3--Testing Requirements in toto.

Delete Subsection S-401.02.5.4--Documentation in toto.

Delete Subsection S-401.02.5.5--Control Limits in toto.

Delete Subsection S-401.02.5.6--Warning Limits in toto.

Delete Subsection S-401.02.5.8--Action and Adjustments in toto.

Delete Subsection S-401.02.6.1--General in toto and replace with the following:

901-S-401.02.6.1--General. Acceptance for mixture quality (VMA, total voids, asphalt content and stability) will be based on random samples tested in accordance with Subsection 901-S-401.02.6.2 and 901-S-401.02.6.3 below. Pavement densities and smoothness will be accepted by lots as set out in S-401.02.6.4, S-401.02.6.5 and S-403.03.2.

Delete Subsection S-401.02.6.2—Test for Mixture Quality in toto and replace with the following:

901-S-401.02.6.2--Test for Mixture Quality. The rounding of test results will be in accordance with S-700.04.

The mixture will be accepted at the plant with respect to VMA, total voids, asphalt content and stability based on tests of HMA mixture samples obtained from trucks and run by state certified technicians or State Aid approved laboratory. At least one sample will be obtained at random for each three hours' production or fraction thereof with a maximum of three samples for a full day's production. When a test fails to meet the specified requirements, the Contractor will be notified immediately and a verification test will be performed. If the verification test confirms the failure, the Contractor shall make the necessary corrections or adjustments to meet the specifications. If the next regularly scheduled random acceptance sample indicates that the failure has not been corrected, operations will be suspended until corrections or adjustments are made. Nonconforming mixture placed on the roadway prior to correcting will be accepted or rejected by the Engineer in accordance with S-105.03, and payment will be made as set out below in Subsection 901-S-401.02.6.3. The Engineer may increase the testing frequency as necessary to assure conformity to the specifications.

The Engineer will determine acceptability of the combined aggregate blend based on testing personnel extraction tests of bituminous mixture samples obtained from trucks. At least one sample will be obtained at random for each day of production. When characteristics of the mixture indicate a change in gradation, additional tests will be performed as necessary to insure conformance to gradation requirements. When gradation is out of tolerance, the Contractor shall make necessary corrections or adjustments to meet the job-mix formula. Gradation must be in tolerance within a maximum production time of three hours as evidenced by an additional test or operations shall be suspended.

The Engineer will determine conformance to the specifications for Class III crushed gravel for surface mixture (SC-2) prior to incorporation in the work. At least one test will be performed at random during each week's production. One test will include an analysis of the gradation prior to and after crushing. Such aggregate not meeting the crushing requirements of the specifications will not be permitted in the work.

The Engineer will determine conformance to the specification requirements for crushed aggregate in base, leveling, binder and SC-1 surface mixtures prior to approval of a job-mix formula, at beginning of production and thereafter, at least one random test during each week's

production. A failing test will be reported immediately, and the Contractor shall make necessary corrections. If the corrections are not made within a maximum production time of three hours, as evidenced by results of another test, production shall be suspended until corrections are made.

Delete Subsection S-401.02.6.3--Acceptance Procedure for Mixture Quality in toto and replace with the following:

901-S-401.02.6.3--Acceptance Procedure for Mixture Quality. All obviously defective material or mixture will be subject to rejection by the Engineer. Such defective material or mixture shall not be incorporated into the finished work.

Each course will be accepted by lots. Material produced and placed during test strip(s), for each course will be designated as separate lots. Otherwise, the size of a lot will be designated as a day's run unless terminated by the Engineer. When less than a day's production and one or more tests have been made for VMA, total voids, asphalt content and stability, the work will be considered a lot. When less than a day's production and no tests have been made for VMA, total voids asphalt content and stability, the work will be included in the previous lot.

The bituminous mixture will be tested in accordance with the following procedures:

1. Voids in Mineral Aggregate (VMA) will be calculated in accordance with Mississippi Test Method: MT-35 using the bulk specific gravity of the compacted specimen prior to testing for stability and the bulk gravities of the aggregate components shown on the mix design.
2. Total air voids in the compacted mixture will be determined in accordance with Mississippi Test Method MT-35 using the bulk specific gravity of the compacted specimen prior to testing for stability and the maximum specific gravity of the uncompacted mixture determined from field laboratory tests.
3. Stability--Mississippi Test Method: MT-34, Marshall Stability Values of Compacted Bituminous Mixtures.
4. Asphalt Content--Mississippi Test Method MT-6, Nuclear Determination of Bitumen Content of paving Mixtures, or Incinerator oven per AASHTO Designation: T 308, Method A.
5. Mixture Gradation--Mississippi Test Method MT-31.

6. Density—AASHTO Designation: T 166, Bulk Specific Gravity of Compacted Bituminous Materials, or Mississippi Test Method MT-16 (Method C), Nuclear Method for Field In-Place Density Determination, except leveling courses and temporary work of short duration will be determined only by AASHTO T 166. When test strip(s) are not required on bridge replacement projects, either AASHTO Designation: T 166 or Mississippi Test Method: MT-16 (Method C) will be used for density determination. (Note - The nuclear gauge shall be correlated with the average of five pavement sample densities.)
7. Extractions shall be run to determine acceptability of the combined aggregate blend of samples of the bituminous mixture obtained from trucks. At least one sample will be obtained at random for each day of production.

Bituminous mixture placed prior to correction for deficiencies in VMA, total voids, stability, or asphalt content, as required above, and determined by the Engineer in accordance with S-105.03 to be satisfactory to remain in place, will be paid for at 90% of the contract unit price.

Delete Subsection S-401.02.6.4--Acceptance Procedure for Density in toto and replace with the following:

901-S-401.02.6.4--Acceptance Procedure for Density. Each completed lift will be accepted with respect to compaction on a lot basis from density tests performed by the Engineer. Material produced and placed during test strip(s) for each course will be designated as separate lots. Otherwise, the lot will be designated as a day's production unless terminated by the Engineer. When less than a day's production and one or more tests have been made for each of the characteristics of VMA, total voids, asphalt content and stability, the work will be considered as a lot.

When less than a day's production and no tests have been made for each of the characteristics of VMA, total voids, asphalt content and stability, the work will be included in the previous lot. Each lot will be divided into five approximately equal sublots. One density test will be taken at a random location in each of the sublots in accordance with State Aid SOP. When a nuclear density test of a subplot does not meet specified density requirements, two additional tests will be taken within a one-square-yard area of the first test. The average of the three tests shall be the density of the subplot, except when removal of the subplot or a portion thereof is required as set out below. The average of the five subplot density tests will be the test value for the lot. Additional tests may be required by the Engineer to determine acceptance of work appearing deficient.

When determined that a lot density is below 92.0 percent but not lower than 90.0 percent of maximum density, the Contractor shall make the necessary correction to plant and/or mixture to conform to the specified density requirements. If the next lot or portion thereof, shows that corrections have not been made, the Contractor's operation will be suspended until such corrections are made. After a suspension of operations a new test strip will be required during which the Contractor shall develop a new rolling pattern for compaction to specification requirements. Payment for the mixture placed prior to making correction will be made as set out below.

When determined that the density of a subplot is below 90.0 percent of maximum density, the subplot or portion thereof with a density outside these limits shall be removed and replaced at no

additional cost to the project. The density will be verified from a pavement sample taken within a one-square yard area of the original nuclear gauge test and tested in accordance with AASHTO Designation: T 166 prior to requiring removal and replacement.

The limits of removal will be established from pavement sample densities. Any required removal shall be full lane width and not less than 50 feet in length. A corrected subplot will be tested for approval and determination of the average test value for the lot in accordance with State Aid SOP. No resampling will be performed when pavement samples are used for determining density.

When test strip(s) are not required on bridge replacement projects, either AASHTO Designation: T 166 of Mississippi Test Method: MT-16 will be used for density determination. (Note - The Nuclear gauge shall be correlated with the average of five pavement sample densities.)

When determined that a lot density is below 92.0 percent but not lower than 90.0 percent of maximum density, the Contractor will have the right to remove and replace the subplot or sublots not meeting specified density requirements in lieu of accepting reduced payment for the lot as determined in accordance with the provisions set out in the following paragraph.

Each lot of work found not to be in conformity with the density requirement of not less than 92.0 percent (92.0%) may remain in place with a reduction in payment as set out in the following table:

PAYMENT SCHEDULE FOR COMPACTION

<u>Pay Factor</u>	Lot Density*	<u>% of Maximum Density</u>
**		above 97.0
1.00		above 92.0
0.90		91.0 – 91.9
0.75		90.0 – 90.9

*Any lot, subplot or portion thereof with a density of less than 90.0 percent (90.0%) of maximum density shall be removed and replaced at no additional cost to the Project.

** Field density greater than 97 percent - Plant corrections and/or mixture corrections shall be made by the Contractor or operations will be suspended until corrections are made as provided in Subsections 901-S-401.02.6.1, 901-S-401.02.6.2, and 901-S-401.02.6.3. Mixtures placed prior to corrections or suspension will receive 100 percent pay.

Delete Subsection S-401.03.9 in toto.

After Subsection S-401.03.13--Pavement Samples add the following subsections:

901-S-401.03.14--Method of Measurement. Marshall Design Hot Mix Asphalt (HMA), complete-in-place and accepted, will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of S-401.03.2.1.11.

Unless shown as a separate pay item, the furnishing and application of the tack coat will not be measured for payment. When payment is provided, tack coat will be measured as set out in S-407.06.

The quantity of HMA mixture required to correct the work, when made at the expense of the Contractor, will not be measured for payment.

Any excavation required for widening will not be measured for payment; the cost thereof shall be included in other items of work.

Undercut required by the Engineer will be measured for payment under the appropriate excavation item as provided in the contract or as extra work. Pavement removal and any required trenching will not be included in the measurement for undercut.

901-S-401.15--Basis of Payment. Subject to the adjustments set out in 901-S-401.02.6.3 and 901-S-401.02.6.4, Marshall Design Hot Mix Asphalt (HMA), complete-in-place, accepted, and measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.

901-S-401.03.15.1--Price Adjustment for Thickness Requirement. When grade stakes are eliminated as provided in S-403.03.3 and the average thickness of all cores from lots representing a day's production is more than 3/8 inch thicker than the total specified thickness of the pavement, excluding lift(s) placed using an established grade line, a lump sum reduction in payment for the surface lift of lots representing a day's production will be made as follows:

$$\begin{array}{l} \text{(Individual Day's} \\ \text{L.S. Reduction)} \end{array} = \begin{array}{l} \text{(Monetary Value of the Day's} \\ \text{Surface Lift Production)} \end{array} \times \frac{(D - 3/8)}{ST}$$

Where:

D = The day's average deviation from total pavement thickness shown on the plans excluding lift(s) placed using an established grade line.

ST = Specified thickness for lift

The total L.S. reduction for the project is the summation of the individual day's reductions in payment.

901-S-401.03.15.2--Pay Items.

Payment will be made under:

901-S-401-A: Hot Mix Asphalt Base Course, (BB-____) -- per ton

901-S-401-A (W): Hot Mix Asphalt Base Course, (Trench Widening), (BB-____), -- per ton

901-S-401-B: Hot Bituminous Pavement Leveling Course, (BC-____), (Type____) per ton

901-S-403-C: Hot Bituminous Pavement Binder Course, (BC-____), (Type____) per ton

901-S-403-D: Hot Bituminous Pavement Surface Course, (SC____), (Type____) per ton

OFFICE OF STATE AID ROAD CONSTRUCTION

DATE: March 13, 2019

SUBJECT: Construction Surveying

The MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows: In the middle of page 6-39 remove “ **Section S-607 – Blank.**” and add the following:

SECTION S-607 – CONSTRUCTION SURVEYING

S- 607.01—Description. This work consists of performing all calculations and other work necessary to establish and/or verify all horizontal and vertical control data; and furnishing, placing and maintaining roadway construction surveying and/or bridge, box bridge, or box culvert construction surveying, necessary for the proper prosecution of all features and items of the work under contract. This shall include, but not be limited to, grades and drainage structure locations, lengths, elevations and skews. When the contract includes a pay item for roadway construction surveying as provided herein, any references in other sections of the Standard Specifications to establishment of control points or construction surveying "by the Engineer", or "Engineer" or "County Engineer" shall be construed to mean "by the Contractor".

S-607.02--Materials. The Contractor shall furnish all personnel, materials, equipment and devices necessary for determining, establishing, setting, checking and maintaining points, lines, grades and layout of the work. All surveying equipment shall be properly adjusted and suited for performing the work required. Traffic control necessary for the proper execution of the work shall be furnished by the Contractor without separate measurement for payment. Stakes shall be of sufficient length, thickness and quality to serve the purpose for which they are being used. Nails, cotton picker spindles, rebar, wire flags or other materials may be used as appropriate to the purpose of marking and preserving layout locations as needed.

S-607.03--Construction Requirements.

S-607.03.1--General. The County Engineer will establish, one time only, secondary control points with elevations at distances not to exceed 1000 feet or that minimum distance necessary to maintain inter-visibility. For bridge work, the Engineer's field control will consist of a stationed baseline reference point near each end of the bridge(s) and one accessible bench mark near each bridge site. The Contractor shall verify the accuracy of the control points before proceeding with the layout for construction.

When errors are discovered and control points do not agree with the plans, the Contractor shall promptly notify the Engineer in writing, and explain the problem in detail. The Engineer will advise the Contractor within five (5) working days of any corrective actions that may be deemed necessary.

The Contractor will be responsible for verifying and modifying, as necessary to best fit existing field conditions, lengths, locations, elevations and skew angles of all drainage structures shown on the construction plans. All junction box and inlet locations and heights shall also be verified and modified as necessary to fit existing field conditions. Modifications to the plans shall not be made without the consent of the County Engineer. The Contractor will not be responsible for determining the size of drainage structures, but should immediately report any suspected error to the Engineer. Heights of fill over drainage structures shall be checked to verify class of pipe, bedding and the appropriate standard and/or modified standard drawing(s) required in the construction with any differences from the plans being reported to the Engineer.

The Contractor shall perform work necessary to verify alignment and plan grades on all roadway intersections and tie-ins. Any discrepancies in grades, alignment, location and or dimension detected by the Contractor shall immediately be brought to the attention of the Project Engineer.

The Contractor shall employ sufficient qualified personnel experienced in highway surveying and layout to complete the work accurately. The Contractor shall also determine and provide all additional grade controls and staking operations necessary to secure a correct layout and construction of the work. All minor variations in layout and grades required to meet field conditions shall be resolved with the Engineer and shall not be considered justification for adjusting contract price or time.

Examples of minor variations in layout and grades are:

- (a) Adjustment of drainage or other structure length, alignment, and flow line elevation.
- (b) The adjustment of grades and alignment at roadway intersections, cross-overs, railroad crossings, interchanges, existing bridges and roadways.
- (c) Adjustment of curve data.

The Contractor will be responsible for calculating and laying out all additional lines, grades, elevations and dimensions necessary to construct the work required in the plans. All grades and other layout data computed by the Contractor shall be recorded and a copy of this data shall be furnished, with sufficient time for checking, to the Engineer before field work is started. The originals of all data shall be furnished to the Engineer on or before final inspection for the Engineer's permanent file. The Contractor shall also furnish personnel to assist the Engineer in taking tolerance verification checks or other notes to determine whether specified tolerances are met. Any inspection or checking of the Contractor's layout by the Engineer and the approval of all or any part of it will not relieve the Contractor of the responsibility to secure proper dimensions, grades, and elevations of the several parts of the work.

Prior to beginning construction on any structure that references to an existing structure or topographical feature, the Contractor shall check the pertinent location and grades of the existing structures or topographical features to determine whether the location and grade shown on the plans are correct.

The Contractor shall stake centerline control at each station, BOP, EOP, PC, PT, SC, CS, TS, ST, and equations just before field cross sectioning by the Engineer for both original and final cross sections.

The Contractor shall furnish "as built" finish centerline elevations to the Engineer prior to final inspection of the project.

The Contractor shall set stakes and/or flags on the right-of-way line at each station and right-of-way break or as directed by the Engineer before clearing operations are started on any section of roadway.

The Contractor shall exercise care in the preservation of stakes and bench marks and shall reset them when they are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be performed under the supervision of, or directed by, a Registered Professional Engineer or Registered Land Surveyor who is duly registered and entitled to practice as a Professional Engineer or Professional Land Surveyor in the State of Mississippi. The duties performed by said Registrant shall conform to the definitions under the “practice of engineering” and practice of “land surveying” in Mississippi Law.

The Contractor shall not engage the services of any person in the employ of the Engineer for the performance of any of the work covered by this Section or any person who has been employed by the Engineer within the past six months except those who have legitimately retired during this period.

All cross sections, measurements, and tickets required for determining pay quantities will be the responsibility of the Engineer.

The Engineer reserves the right to check any or all of the Contractor's layout work for accuracy and shall be assisted by the Contractor's personnel in such checking. When errors or discrepancies are found, the Contractor will take measures necessary to correct, at no expense to the County or State, any construction that has been performed using the improper layout. Any inspection, checking and approval thereof by the Engineer of work for which the Contractor is responsible will not relieve the Contractor of responsibility to secure correct dimensions, grades, elevations, alignments and locations of the work for satisfactory completion of the project and as a condition for final acceptance by the Engineer.

S-607.03.2--Conventional Surveying. In addition to the requirements set forth in Subsection 607.03.1, the following shall be required when using the conventional staking method.

On grading projects, the Contractor shall set slope stakes at each station and at the beginning and end of curves. Closer intervals will be required for sharp changes in grades or alignment, widening and certain other geometric details.

The Contractor shall set subgrade blue tops on centerline, break points and at the left and right subgrade shoulder lines at intervals of not more than 100 feet on tangents and intervals of not more than 50 feet in curves. The Engineer may require closer intervals for sharp changes in grades or alignment, widening, or super elevation.

The Contractor shall furnish personnel to assist the Engineer in taking stringline and other notes to determine whether specified tolerances are met

On paving contracts, the Contractor shall set subgrade, base and paving blue tops. The base and pavement grade stakes shall be set on intervals in accordance with the requirement of the Engineer.

S-607.03.3--Automated Machine Guidance. In addition to the requirements set forth in Subsection 699.03.1, the Contractor may submit a request to use Automated Machine Guidance (AMG) equipment and methods to complete the work. A comprehensive written request shall be submitted to the Engineer for review at least 30 days prior to expected use. The Engineer will have to approve the submittal prior to the Contractor performing any AMG work.

The Engineer shall have final authority to approve or not allow the use of AMG equipment and methods under the specification.

S-607.04--Method of Measurement. Construction Surveying will be measured as a lump sum quantity. When Pay Item No. 607-A, Roadway Construction Surveying, is provided in the contract, measurement

shall include the staking of all bridges, box bridges and box culverts, including any detour bridges, or detour run arounds, which are a part of the contract.

S-607.04.1--Roadway Construction Surveying. Roadway Construction Surveying will be measured for payment in accordance with the following schedule:

- (a) Monthly estimate # 1, 25 percent of the amount bid for Roadway Construction Surveying will be paid.
- (b) Monthly estimate # 2, 50 percent of the amount bid for Roadway Construction Surveying will be paid.
- (c) After the Contractor has earned 50 percent of the original value of all direct pay items, the amount paid on later monthly estimates will be based on the contract percent complete.

S-607.04.2—Bridge Construction Surveying. Bridge Construction Surveying will be measured for payment in accordance with the following schedule:

- (a) Monthly estimate # 1, 35 percent of the amount bid for Bridge Construction Surveying will be paid.
- (b) Monthly estimate # 2, 75 percent of the amount bid for Bridge Construction Surveying will be paid.
- (c) After the Contractor has earned 75 percent of the original value of all direct pay items, the amount paid on later monthly estimates will be based on the contract percent complete.

S-607.05--Basis of Payment. Construction Surveying, measured as prescribed above, will be paid for at the contract lump sum price, which shall be full compensation for completing the work.

Payment will be made under:

- | | | |
|----------|--------------------------------|------------|
| S-607-A: | Roadway Construction Surveying | - lump sum |
| S-607-B: | Bridge Construction Surveying | - lump sum |

SPECIAL PROVISION
901-S-618-1
PROJECT NO. 12228
Hattiesburg, Mississippi

DATE: February 10, 2022

SUBJECT: SUPPLEMENT TO THE TRAFFIC CONTROL PLAN

Work on this site is to consist of the construction of a box culvert on North 28th Avenue in Hattiesburg, Mississippi. The project will be constructed while a portion of the road is closed according to the traffic control plan included in the plans. There is also a detour detailed in the traffic control plan.

The CONTRACTOR shall maintain reasonable access to all residences, farms, if any etc., at all times. If the flaggers do not have visual contact with each other, the flaggers will be required to have two way radios. There will be no trucks, equipment, or supplies parked or stored within close proximity of a traveled lane in use of public traffic except for vehicles or supplies actually engaged in the work when construction is in progress. The specific requirements of the CONTRACTOR'S responsibilities are as required by Subsections S- 104.04, S-105.15, S-107.07, and S-107.10 of the specifications; Sheet 7 of the plans; and Part VI of the MUTCD latest edition. The requirements of this Special Provision do not alter or in any way change the requirements of the foregoing or any other requirements of the contract except as specifically stated herein as an alteration or change.

Wade Phillips, Construction Observer, is designated as the responsible person to insure that the CONTRACTOR constructs, installs and maintains the devices called for on the Traffic Control Plan. An inspection of the traffic control signs and devices shall be performed at periods not exceeding one week, regardless of construction activity within the project. The CONTRACTOR will be required to immediately rectify any noted deficiencies.

Supplemental Specification
901-S-701-2
Portland Cement

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

SUBJECT: Portland Cement

Section S-701 - HYDRAULIC CEMENT; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

901-S-701.01--Portland Cement. Delete the third paragraph and table in Subsection 701.01 on page 7-9, and substitute the following:

When Portland cement concrete or cement for soil stabilization is exposed to moderate or severe soluble sulfates, or to seawater, cement types and replacement of cement by Class F fly ash (FA), ground granulated blast furnace slag (GGBFS), or metakaolin shall be as follows:

Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required
Negligible	0.00 - 0.10	0.0 - 150	- - -
Moderate and Seawater	0.10 - 0.20	150 - 1500	Type II*** cement, or Type I cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin
Severe	0.20 - 2.00	1500 - 10,000	Type II* cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin

* Type I cement with a maximum 8% tricalcium aluminate may be used in lieu of Type II Cement.

** Class F, FA or GGBFS may be added as a replacement for Portland cement in accordance with the proportions as listed in this table.

Class C fly ash shall not be used as a replacement for Portland cement in any of the sulfate exposure conditions listed above.

Supplemental Specification
901-S-707-2
Joint Materials

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

SUBJECT: Joint Materials

Section S-707-JOINT MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

901-S-707-02-1.3--Concrete Joint Sealer Compound-Hot Poured Elastic Type. In the first paragraph of Subsection S-707.02.10.3 on page 7-45, delete "AASHTO" Designation: M 173" and replace with "AASHTO Designation: M 324 for Type I Joint and Crack Sealant".

Delete in toto Subsection S-707.02.1.5 on page 7-47 and substitute:

901-S-707.02.1.5 -- Backer Rod for Use with Hot and Cold Poured Joint Sealer. The backer rod shall be a closed-cell foam rod made from polyethylene, polyolefin or similar type material, and shall conform to ASTM Designation D 5249. The backer rod shall either be a Type 1, for use with either hot or cold poured joint sealers, or a Type 3, for use with cold poured joint sealers only.

The Contractor shall furnish the Engineer three copies of the manufacturers' s certification that the backer rod meets the requirements of this specification.

Supplemental Specification
901-S-708-1
Non-Metal Drainage Structures

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

SUBJECT: Non-Metal Drainage Structures:

Section S-708 - NON-METAL STRUCTURES AND CATTLEPASSES; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

901-S-708.02.3.2--Marking: Delete the second sentence of Subsection 708.02.3.2 on page 7-53, and substitute the following:

Machine made Pipe shall be marked in accordance with one of the following methods: 1) the pipe shall be inscribed on the outside of the pipe and stenciled on the inside of the pipe, or 2) the pipe shall be inscribed on the inside of the pipe, only. All other pipe may be stenciled.

901-S-708.22.2--Exceptions to AASHTO: Delete the sixth paragraph of Subsection 708.22.2 on page 7-61.

Supplemental Specification
901-S-714-1
Geotextile Certification

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 1, 2005

SUBJECT: Geotextile Certification:

Section S-714 - MISCELLANEOUS MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATION FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

901-S-714.13.10--Acceptance By Certification. After the second sentence of Subsection S-714.13.10 on page 7-105 insert the following:

Additionally, at least one certified test report, as per S-700.05.2, for each manufacturer's lot shall be furnished to the Engineer by the Contractor at no additional cost to the project.

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

SUBJECT: Miscellaneous Materials:

Section S-714-MISCELLANEOUS MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

Delete Subsection 714.07 on page 7-92 and substitute the following:

901-S-714.07--Other Cementitious Materials:

901-S-714.07.1--Metakaolin:

901-S-714.07.1.1--Metakaolin--General: Metakaolin shall only be used to bring the cementitious materials in Portland cement concrete and cement for soil stabilization into compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. The approval of each metakaolin source shall be on a case by case basis as determined by the MDOT State Materials Engineer. Source approval will be based on, but not limited to, review of the proposed source's quality control program, production history, certified test reports, certification of shipment from the supplier, and job control sampling and testing requirements.

The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination Metakaolin which has become partially set, caked, or contains lumps shall not be used.

The MDOT State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. In addition to these requirements, metakaolin shall meet the following specific requirements.

901-S-714.07.1.2--Specific Requirements: Metakaolin shall meet the requirements of AASHTO Designation: M 295 Class N with the following modifications:

1. The sum of $\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{Fe}_2\text{O}_3$ Shall be at least 85%. The Material Safety Data Sheet shall indicate the amount of crystalline silica, as measure by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent Na_2O , shall not exceed 1.0%.
4. The amount of material retained on the No. 325 Mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: August 25, 2005

SUBJECT: Agricultural Limestone

Section S-715-ROADSIDE DEVELOPMENT MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

901-S-715.02.2.1.1 -- Screening Requirements. Delete the first sentence of Subsection S-715.02.2.1.1 on page 7-109 and substitute the following:

Grade “ A” liming material, including ground shells, shall not have less than 90% of the material passing the No. 10 sieve, and not less than 47.5% passing the No. 6 sieve.

Delete Subsection S-715.02.2.1.2 on page 7-109 and substitute the following:

901-S-715.02.2.1.2 -- Calcium Carbonate Equivalent. Grade “ A” liming material shall not have less than 85.5% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

901-S-715.02.2.1.3 -- Neutralizing Values. Grade “ A” liming material shall have a minimum equivalent neutralizing value (ENV) of 63.0%, which is determined as follows:

$$\text{ENV} = \text{Fineness Value} \times \text{Assay}(\%)$$

Where Fineness value = $((\% \text{ Passing \#10} - \% \text{ Passing \#60}) \times \frac{1}{2}) + \% \text{ Passing No. 60}$, expressed as a whole number.

$$\text{Assay} = \% \text{ calcium carbonate equivalent}$$

Supplemental Specification
901-S-804-1
Concrete Bridges And Structures

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 5, 2006

SUBJECT: Concrete Bridges And Structures:

Section S-804 - CONCRETE BRIDGES AND STRUCTURES; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

901-S-804.02.1--General. Add the following materials to the list of materials in Subsection 804.02.01 on page 8-51.

Ground Granulated Blast Furnace Slag (GGBFS) S-714.06
Metakaolin 901-S-714.07.01

901-S-804.02.10--Portland Cement Concrete Mix Design. Change Note ***** of Subsection S-804.02.10 on page 8-56 as follows:

***** Class DS Concrete for drilled shafts shall have an 8 ± 1 -inch slump. In the event of free fall method of concrete placement is used, the slump shall be 6 ± 1 inch.

Delete the last paragraph of Subsection S-804.02.10 on page 8-57 and substitute the following:

Either Type A, D, F, G or mid-range chemical admixture shall be used in all classes of concrete. Any combination of water reducing admixtures shall be approved by the Engineer before their use.

901-S-804.05--Basis of Payment. Add "901" prefix to the pay items listed on page 8-108.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-237-3

CODE: (SP)

DATE: 01/14/2010

SUBJECT: Wattles

Section 907-237, Wattles, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-237 - WATTLES

907-237.01--Description. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

907-237.02--Materials. Wattles used around inlets shall have a minimum diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a minimum diameter of twenty inches (20") and a length adequate to meet field conditions. The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

907-237.03--Construction Requirements.

907-237.03.1--General. The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

907-237.03.2--Maintenance and Removal. The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

907-237.04--Method of Measurement. Wattles of the size specified will be measured per linear foot.

907-237.05--Basis of Payment. Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size

- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-247-2

CODE: (SP)

| DATE: 05/20/2014

SUBJECT: Temporary Stream Diversion

Section 907-247, Temporary Stream Diversion, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-247 -- TEMPORARY STREAM DIVERSION

907-247-.01--Description. Temporary stream diversion shall consist of excavating, stockpiling excavated material, and constructing a stream diversion at a new/existing drainage structure. It shall also include preparation of the diversion stream's bottom and slopes in accordance with the erosion control drawings.

907-247.02--Materials. Geotextiles of the type specified shall meet the requirements of Subsection 714.13. Riprap of the size specified shall meet the requirements of Section 705.

907-247.03--Construction Requirements. Temporary stream diversion(s) will be constructed in accordance with the erosion control drawings.

During the excavation of the stream diversion, all excavated material shall be stockpiled and used to backfill the stream diversion when no longer needed. The stockpiled material shall be treated so the sediment runoff from the stockpile shall not contaminate surrounding areas or enter the nearby streams. If the Contractor elects not to stockpile and maintain suitable excavated material, other suitable material will be used to backfill the stream diversion at no additional costs to the State. Any excavated material that the Engineer deems to be unsatisfactory, will be removed from the project and replaced with suitable material when the stream diversion is backfilled.

907-247.04--Method of Measurement. Temporary stream diversion will be measured per each. Stream diversions that are both left and right of a station number will not be measured separately and will be measured as one unit (each).

Payment for the disposal and replacement of the unsuitable excavated material during the construction of the stream diversion will be measured and payment made under the appropriate pay items.

907-247.05--Basic of Payment. Temporary stream diversion, measured as prescribed above, will be paid for per each, which prices shall be full compensation for all excavation, backfill, geotextile fabric, pumps, pipe, sandbags, riprap, silt fence, maintenance of the installation, backfill after no longer needed, and for all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

907-247-A: Temporary Stream Diversion

- per each

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6530	FLARED END SECTION FOR CONCRETE PIPE
7005	BASIC CULVERT DRAWING, SINGLE CELL

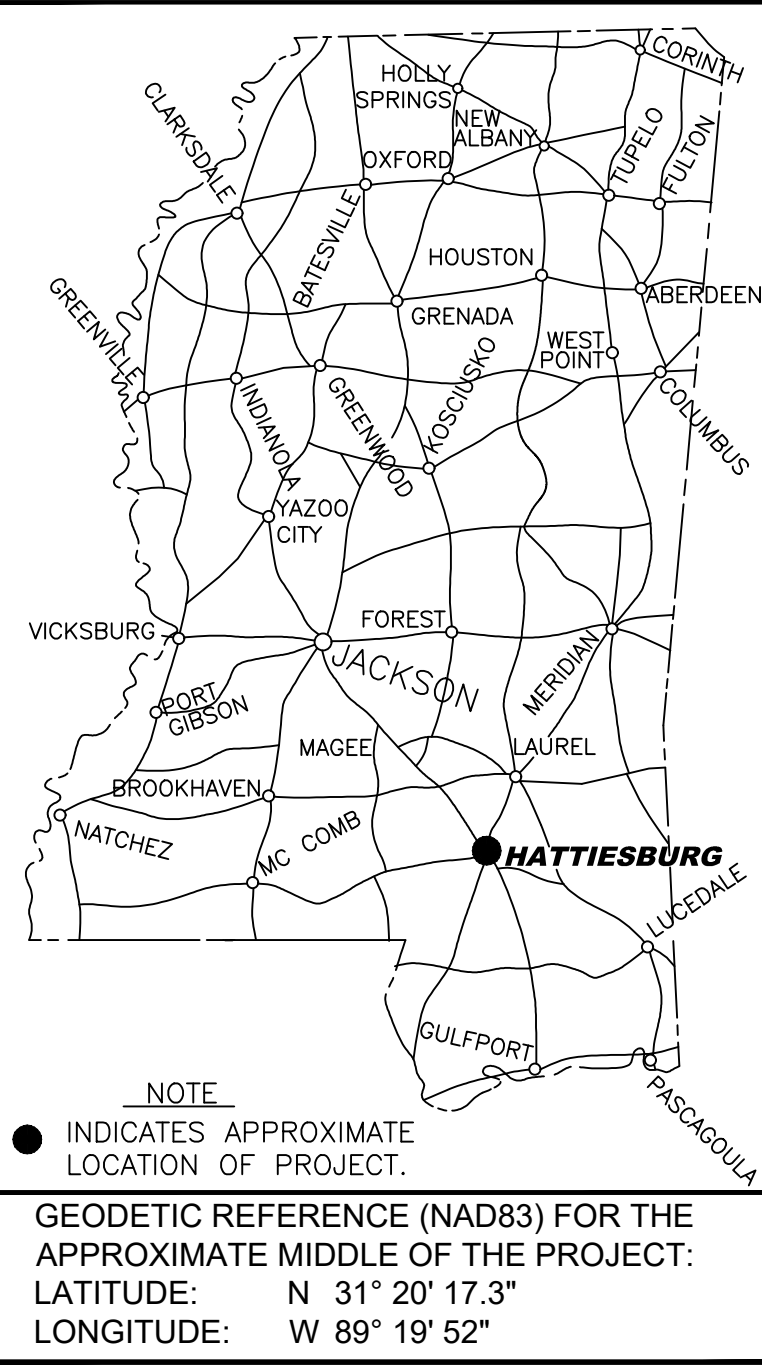
CONSTRUCTION PLANS

FOR

NORTH 28TH AVENUE
BRIDGE REPLACEMENT

FOR THE

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



PUBLIC UTILITIES	
CABLE XFINITY (COMCAST) 2100 LINCOLN RD HATTIESBURG, MS 39402 (601) 264-1188	SEWER CITY OF HATTIESBURG WATER & SEWER DEPT. 900 JAMES ST HATTIESBURG, MS 39403 (601) 545-4530
POWER MISSISSIPPI POWER COMPANY 6356 U.S. HIGHWAY 49 HATTIESBURG, MS 39401 (601) 544-6511	WATER CITY OF HATTIESBURG WATER & SEWER DEPT. 900 JAMES ST HATTIESBURG, MS 39403 (601) 545-4530
TELEPHONE AT&T P.O. BOX 1191 HATTIESBURG, MS 39401 (601) 545-6424	TRAFFIC CITY OF HATTIESBURG TRAFFIC DEPT. 125 WALNUT ST HATTIESBURG, MS 39401 (601) 545-4626
FIBER C SPIRE 4200 MAMIE ST, STE.180 HATTIESBURG, MS 39402 (866) 455-9628	
GAS SPIRE INC. P.O. BOX 1649 HATTIESBURG, MS 39403 (601) 544-6001	

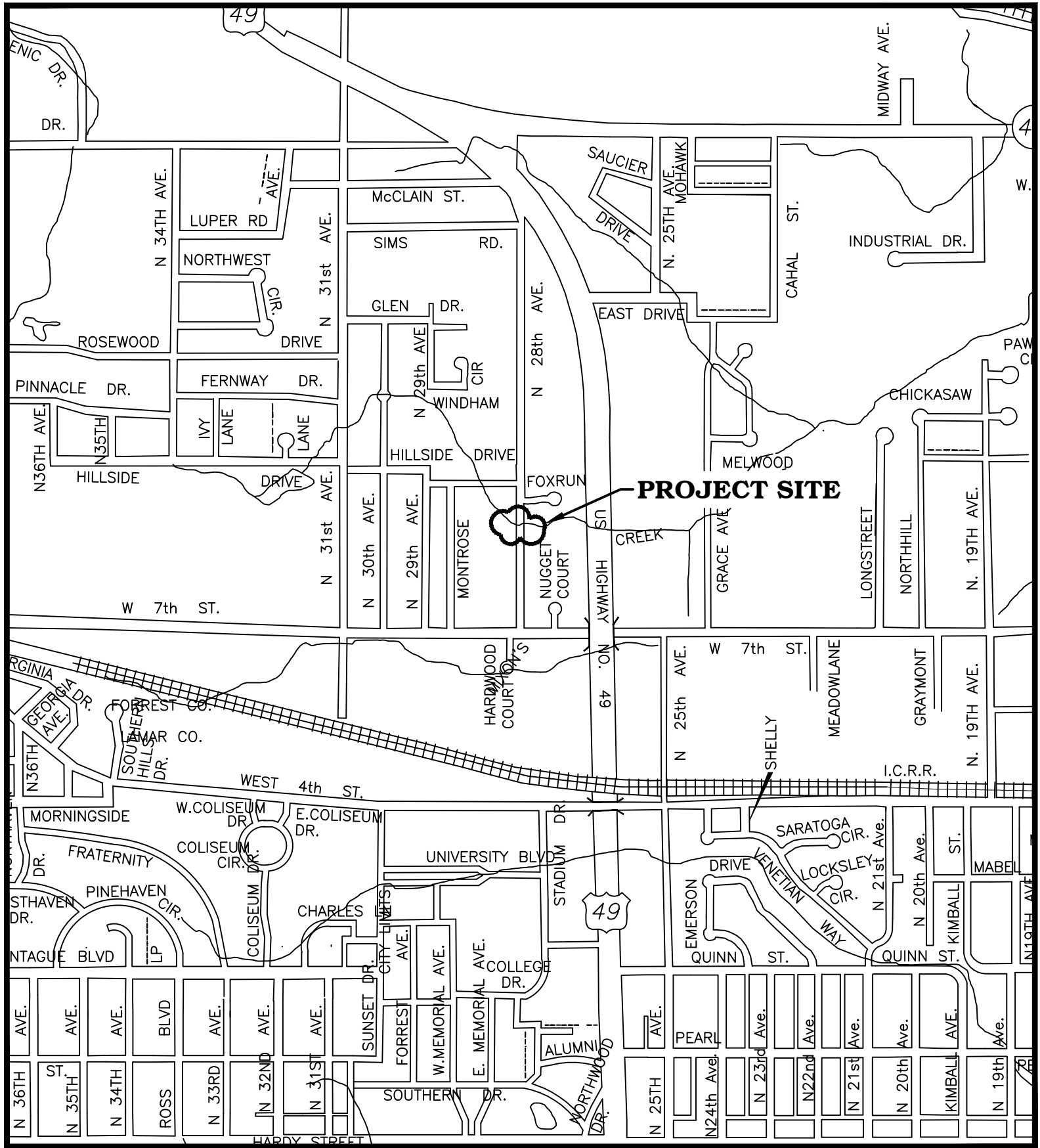


Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
21102914181229	NORTH 28TH AVENUE
21102914191233	NORTH 28TH AVENUE



FEBRUARY 2022

NO.	DATE	DESCRIPTION	BY

MAYOR
Toby Barker

COUNCIL PERSONS

- Ward 1 - Jeffery George
Ward 2 - Deborah Delgado
Ward 3 - Carter Carroll
Ward 4 - Dave Ware
Ward 5 - Nicholas Brown

DIRECTOR OF ENGINEERING
Lamar Rutland, PE

PREPARED BY:



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

Working No. 01
Sheet No. 1
Drawing No.: 12228

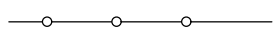
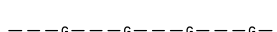
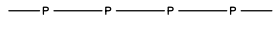
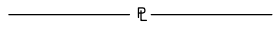
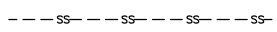
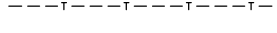
GENERAL NOTES:

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF FULL SIZE 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.
- THE ENGINEER SHALL PROVIDE AT LEAST TWO CONTROL POINTS AND ONE BENCH MARK AS NOTED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ENTIRE CONSTRUCTION LOCATION PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT.
- DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER, HIS REPRESENTATIVE OR THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE.
- 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. ANY DAMAGE TO ANY UTILITY, LOCATED PRIOR TO CONSTRUCTION OR NOT, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE PAID FOR UNDER ITEM S-201-A. OFFSITE DISPOSAL AREAS SHALL BE FURNISHED BY THE CONTRACTOR. CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF THE CLEARING AND GRUBBING PRIOR TO BIDDING THIS PROJECT.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM SHALL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, EXCEPT AS SPECIFICALLY NOTED ON PLANS.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED (see note No. 42).
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- 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.
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF ROADWAY 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.
- UNUSABLE EXCAVATED MATERIALS AND EXCESS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL DISPOSE OF ALL SUCH MATERIAL AND AN OFF SITE LOCATION PROVIDED BY THE CONTRACTOR. (NO SEPARATE PAY)
- THE CONTRACTOR SHALL ADHERE TO ALL CURRENT MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES.
- CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON THE PROJECT 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.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TEMPORARY DIVERSION DITCHES REQUIRED FOR CONSTRUCTION OF BOX CULVERTS.
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION.
- ANY DISTURBANCE TO EXISTING STREETS AND DRIVEWAYS SHALL BE REPAIRED IN KIND, UNLESS OTHERWISE NOTED. PRIOR TO THE 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 ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT AND SHALL BE REMOVED AND DISPOSED OF OFF-SITE AT A LOCATION PROVIDED BY THE CONTRACTOR. NO SEPARATE PAY FOR PAVEMENT REMOVAL AND DISPOSAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF EXISTING STRIPING IN KIND (IF EXISTING) IN ALL DISTURBED PAVED AREAS (NO SEPARATE PAY).
- MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. (SEE SHEET 6351 FOR TEMPORARY LANE CLOSURE DETAILS) THE CONTRACTOR SHALL SUBMIT A DETAIL TRAFFIC CONTROL PLAN FOR THE ENTIRE PROJECT TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
- ALL MAIL BOXES, SIGNS, FENCES AND GATES THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND RESET (NO SEPARATE PAY). MAIL BOXES SHALL BE RESET AS DIRECTED BY THE CITY OF HATTIESBURG AND THE U.S. POSTAL SERVICE (NO SEPARATE PAY).
- THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE ANY EXISTING STRUCTURES, PAVEMENTS OR ANY OTHER SITE COMPONENTS NOT DESIGNATED FOR DEMOLITION AND REMOVAL. ANY SUCH ITEMS WHICH ARE DAMAGED SHALL BE REPAIRED SOLELY AT THE CONTRACTORS'S EXPENSE.
- EXISTING PIPES TO REMAIN IN PLACE WITHIN THE CONSTRUCTION LIMITS SHALL BE CLEANED OF ALL FOREIGN MATERIAL PRIOR TO FINAL ACCEPTANCE (NOT A SEPARATE PAY ITEM).
- FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
- THE CONTRACTOR SHALL VERIFY AND/OR REESTABLISH ALL CENTERLINES AS DEFINED ON THESE PLANS AND SPECIFICATIONS.
- THE LOCATION AND SPACING OF SIGNS SHOWN ON THE CONSTRUCTION SIGNING PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROJECT LOCATION PROCESSING, CONSTRUCTION STAKING PER SPECIFICATIONS.
- THE CONTRACTOR SHALL REMOVE EXISTING PAVEMENTS, STRUCTURES, SOIL AND OTHER ITEMS AS INDICATED ON THE PLANS AND AS REQUIRED FOR PROJECT CONSTRUCTION AND SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.
- THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION." (PAY ITEM NUMBERS SHALL BE AS DEFINED IN THE PROPOSAL.)
- PRIOR TO COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL VEGETATION, SOIL AND DEBRIS FROM PAVEMENT, CURB AND SIDEWALK AREAS WITHIN THE PROJECT LIMITS. (NOT A SEPARATE PAY ITEM)
- HOT MIX ASPHALT PAVEMENT SHALL BE COMPACTED WITH A STATIC ROLLER.
- CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES SUCH AS CONES, DRUMS, FLASHERS, BARRICADES, SIGNS, ETC., TO SAFELY CHANNEL OR DIRECT TRAFFIC. WHEN NECESSARY, FLAGGERS SHALL BE USED IN CONJUNCTION WITH TRAFFIC CONTROL DEVICES (FLAGGER AHEAD SIGN REQUIRED IN ADVANCE OF FLAGGERS EXCEPT DURING BRIEF PERIODS OR EMERGENCY SITUATIONS.)
- TRAFFIC CONTROL DEVICES SHALL BE INSTALLED WHENEVER NECESSARY, REMAIN IN PLACE ONLY AS LONG AS THEY ARE NEEDED, AND REMOVED IMMEDIATELY THEREAFTER.
- PAY FOR INSTALLATION, MAINTENANCE AND REMOVAL OF TRAFFIC CONTROL DEVICES WILL BE MADE UNDER PAY ITEM S-618-A.
- TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE TRAFFIC CONTROL PLAN AND APPLICABLE DETAILS.
- THESE ARE MINIMUM REQUIREMENTS AND IN NO WAY RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO MAINTAIN TRAFFIC IN A SAFE MANNER.
- SEE STANDARD DRAWINGS FOR CORRECT PLACEMENT AND INSTALLATION OF BARRICADES AND SIGNS.
- ALL OTHER ITEMS NOT NOTED IN THE PROPOSAL, EXCEPT FOR WATER LINE ITEMS, SHALL BE INCLUDED IN BRIDGE REMOVAL.

EROSION CONTROL NOTES:

- PROTECTING THE SITE FROM EROSION SHALL BE A REQUIREMENT OF THIS CONTRACT. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. 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. MAINTENANCE SHALL BE PERFORMED A MAXIMUM OF 24 HOURS AFTER SILT ACCUMULATION.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED AS NOTED ON THE VEGETATION SCHEDULE, WITHIN 14 DAYS OF THE COMPLETION OF THE EARTHWORK. TEMPORARY GRASSING SHALL BE MAINTAINED DURING CONSTRUCTION.
- PERMANENT GRASSING: UNLESS OTHERWISE NOTED, SHALL BE APPLIED PER THE VEGETATION SCHEDULE INCLUDED ON SHEET 09.
- THE EROSION CONTROL MEASURES SHOWN ON THESE PLANS SHALL BE REQUIRED UNTIL GRASSING HAS BEEN ESTABLISHED TO THE SATISFACTION OF THE ENGINEER, EXCEPT AS NOTED IN NOTE No. 4 ABOVE.

LINETYPE AND SYMBOLS LEGEND:

	- CONTROL MONUMENT
	- FENCE LINE (EXIST) (ALL TYPES)
	- FIBER OPTIC INDICATOR POST (EXIST)
	- GAS LINE (EXIST)
	- GAS ID POST (EXIST)
	- GAS VALVE (EXIST)
	- GUY WIRE (EXIST)
	- HYDRANT (EXIST)
	- IRRIGATION CONTROL VALVE (EXIST)
	- MAILBOX (EXIST)
	- POWER LINE (OVERHEAD) (EXIST)
	- PROPERTY LINE
	- SANITARY SEWER LINE (EXIST)
	- SANITARY SEWER MANHOLE (EXIST)
	- SIGN (EXIST)
	- TELEPHONE LINE (EXIST)
	- TELEPHONE PEDESTAL (EXIST)
	- UTILITY POLE (EXIST)
	- WATER LINE (EXIST)
	- WATER METER (EXIST)
	- WATER VALVE (EXIST)

ABBREVIATIONS LEGEND:

AC	- ACRES	LT	- LEFT
CL	- CENTERLINE	LF	- LINEAR FEET
CONC	- CONCRETE	MH	- MANHOLE
E:	- COORDINATES EASTING	(N)	- NORTH
N:	- COORDINATES NORTHING	NO.	- NUMBER
CMP	- CORRUGATED METAL PIPE	PVC	- POLYVINYL CHLORIDE PIPE
CPP	- CORRUGATED PLASTIC PIPE	RCP	- REINFORCED CONCRETE PIPE
CM	- CRAPE MYRTLE	RCAP	- REINFORCED CONCRETE ARCH PIPE
CY	- CUBIC YARD	REQ'D	- REQUIRED
DBL	- DOUBLE	RT	- RIGHT
DS	- DOWNSTREAM	ROW	- RIGHT OF WAY
D.A.	- DRAINAGE AREA	(S)	- SOUTH
(E)	- EAST	STA	- STATION
EXIST	- EXISTING	TYP	- TYPICAL
XST	- EXISTING STORM SEWER	US	- UP STREAM
ELEV	- ELEVATION	VAR	- VARIABLE
FT	- FEET	(W)	- WEST
FL	- FLOW LINE	W/	- WITH
HW25	- HIGH WATER 25 YEAR		

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
NORTH 28TH AVE BRIDGE REPLACEMENT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: LAT		Checked by: NMC	
Date: 1-13-2022		Scale: NONE	
Drawing No.: 12228		Sheet No. ____02____	

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SUMMARY OF QUANTITIES				
PAY ITEM NO	PAY ITEM	TOTAL		UNIT
		PLAN	FINAL	
	ROADWAY ITEMS			
S-200-A	Mobilization	Lump Sum		Lump Sum
S-201-A	Clearing And Grubbing	Lump Sum		Lump Sum
S-202-B	Removal of Existing Bridge @ STA 19+00.29	1		Unit
S-202-C	Removal of Concrete Curb and Gutter	43.0		Lin. Ft.
S-202-C	Removal of Pipe	27.0		Lin. Ft.
S-202-D	Removal of Rip Rap	300.0		Sq. Yd.
S-202-D	Removal of Concrete	2.0		Sq. Yd.
S-202-D	Removal of Asphalt Pavement, (All Depths)	212.0		Sq. Yd.
S-203-E1	Borrow Excavation (FME)(Contractor Furnished)(Class B9)	520.0		Cu. Yd.
③ 907-247-A	Temporary Stream Diversion	1		Each
S-304-A	Granular Material (LVM) (Class 9, Group "C")	300.0		Cu. Yd.
S-304-C	Crushed Stone, Size 610 (LVM)	80.0		Cu. Yd.
S-403-A	Hot Mix Asphalt, ST, 9.5 mm Mixture	33.0		Ton
S-403-A	Hot Mix Asphalt, ST, 19 mm Mixture	65.0		Ton
S-406-A	Cold Milling of Bituminous Pavement, All Depths	136.0		Sq. Yd.
S-601-B	Class B Structural Concrete, Minor Structures	3.025		Cu. Yd.
S-602-A	Reinforcing Steel	98.0		Lb.
S-603-C-A	18" Reinforced Concrete Pipe, Class III	9.0		Lin. Ft.
S-603-C-A	24" Reinforced Concrete Pipe, Class III	137.0		Lin. Ft.
S-603-C-B	24" Reinforced Concrete Pipe Flared End Section	3		Each
S-603-S-B	18" Branch Connection, Tie to Box Bridge	1		Each
S-603-S-B	24" Branch Connection, Tie to Box Bridge	2		Each
S-607-A	Roadway Construction Surveying	Lump Sum		Lump Sum
S-608-A	Concrete Sidewalk	171.0		Sq. Yd.
S-608-B	Concrete Driveway	4.0		Sq. Yd.
S-609-D	Combination Concrete Curb and Gutter, Type I	179.0		Lin. Ft.
S-617-A	Right-Of-Way Markers, Type II	11		Each
S-618-A	Maintenance of Traffic	Lump Sum		Lump Sum
S-618-B	Additional Construction Signs	0.0		Sq. Ft.
S-618-E	Adjustment of Manhole	2		Each
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 mils)	296.0		Lin. Ft.
S-627-D	Two-Way Yellow Reflective Raised Markers	5		Each
S-813-D	Steel Railing	24.0		Lin. Ft.
S-815-B	Grouted Riprap (Size 100 Lb.)	280.0		Sq. Yd.
S-815-E	Geotextile Under Riprap, Type V, AOS 0.21 - 0.43	280.0		Sq. Yd.
	EROSION CONTROL ITEMS			
901-S-212-A	Agricultural Limestone	0.9		Ton
S-212-B	Commercial Fertilizer (13-13-13)	0.3		Ton
S-214-A	Seeding	0.3		Acre
S-215-A	Vegetative Materials for Mulch	0.6		Ton
① S-233-A	Temporary Silt Fence	500.0		Lin. Ft.
② 907-237-A	Wattles, 20"	200.0		Lin. Ft.
	BRIDGE ITEMS			
901-S-804-B	Box Bridge Concrete, Class "BB"	176.528		Cu. Yd.
S-805-A	Reinforcement	34,573.0		Lb.

Cementitious Material Exposure to Sulfates is Negligible

- ① Includes 500 LF for work as directed by the Engineer
- ② Includes 200 LF for work as directed by the Engineer, Per Special Provision 907-237-3
- ③ Per Special Revision 907-247-2

NO.	DATE	DESCRIPTION	BY
SUMMARY OF QUANTITIES			
NORTH 28TH AVE BRIDGE REPLACEMENT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: LAT		Checked by: NMC	
Date: 1–13–2022		Scale: NONE	
Drawing No.: 12228		Sheet No. ____03____	

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BOX CULVERT HYDRAULIC DESIGN SUMMARY																
Sheet No.	Station	Drainage Area	Culvert Size	Upstream Flowline Elevation	Design Storm (Q25)(25-Year Storm)				Design Storm (Q100)(100-Year Storm)				Storm of Record			Remarks
					Discharge	*Headwater Control In/Out			Discharge	*Headwater Control In/Out			Date Occurred	Discharge	High Water Elevation	
						HW/D	HW (Depth)	HW (Elevation)		HW/D	HW (Depth)	HW (Elevation)				
8	18+98.15	0.28	Dbl. 10'x4'	177.95	421.00	1.06	4.25	182.20	572.50	1.35	5.41	183.36				
Units:		Sq. Mi.	Lin. Ft.	Ft.	CFS		Ft.	Ft.	CFS		Ft.	Ft.	Not Available			
*Headwater elevation values shown on these plans are theoretical and may vary from actual conditions.																

CURB AND GUTTER SCHEDULE				
From Station	To Station	Side	Curb Length	Remarks
18+57.71	19+55.85	LT	98.0	
18+66.71	19+47.03	RT	80.3	
Totals:			178.3	
Units:			Lin. Ft	

REMOVAL SCHEDULE									
Sheet No.	Item No.	Description	From Station	To Station	Side	Length	Width	Area	Remarks
8	S-202-C	Removal of Concrete Curb and Gutter	18+57.22	18+95.45	RT	42.9			
						Total:	42.9		
8	S-202-C	Removal of Pipe	18+84.37	19+01.91	RT	17.5			24" RCP, (Includes headwall removal)
8	S-202-C	Removal of Pipe	19+17.16	19+26.53	RT	9.4			18"RCP (Includes headwall removal)
						Total:	26.9		
8	S-202-D	Removal of Rip Rap	19+00.22	19+49.64	LT			160.0	
9	S-202-D	Removal of Rip Rap	18+93.88	19+18	RT			140.0	
								Total:	300.0
8	S-202-D	Removal of Concrete	18+57.72	18+64.60	RT			2.0	
8	S-202-D	Removal of Concrete	19+53.85	19+56.07	RT			0.3	
								Total:	2.3
8	S-202-D	Removal of Asphalt Pavement, (All Depths)	18+57.71	19+00.29	Both	42.6	24.0	113.6	
8	S-202-D	Removal of Asphalt Pavement, (All Depths)	19+19.16	19+55.85	Both	36.7	24.0	97.9	
								Total:	211.5
Units:						Lin. Ft	Lin. Ft	Sq. Yds	

BOX BRIDGE SCHEDULE												
Sheet No.	Station	Size	State Standards	Length	Class "BB" Concrete	Reinf.	"T1"	"T2"	"V1"	"V2"	"Z"	Remarks
8	18+84.36	Dbl. 10'x4'	Special Design	86.66	176.528	34,573	9"	10"	9"	9"	11'-9 1/16"	38° 28' Bend
Totals:					176.528	34,573						
Units:				Lin. Ft	Cu. Yds.	Lbs						
*Cementitious material exposure to sulfates is negligible												

SIDEWALK SCHEDULE						
From Station	To Station	Side	Sidewalk Length	Sidewalk Width	Sidewalk Area	Remarks
18+57.71	19+55.85	LT	98.1	8.0	87.3	
18+57.71	19+55.85	RT	98.1	8.0' + Varies	83.7	
Totals:			196.3		171.0	
Units:			Lin. Ft	Lin. Ft	Sq. Yds	

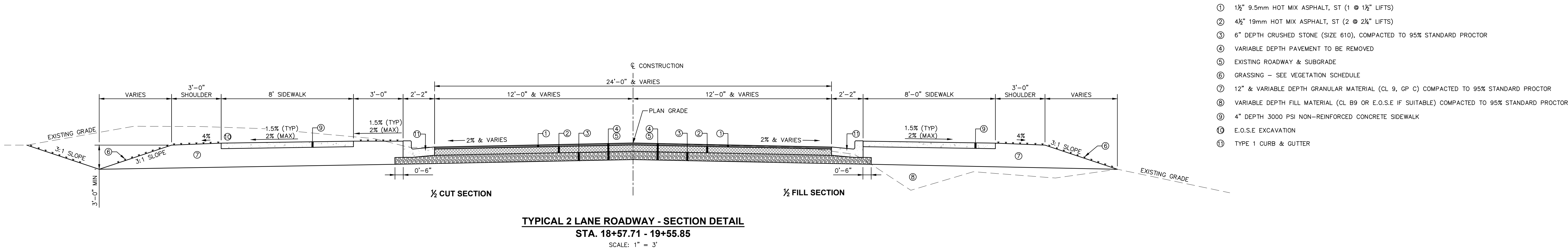
MINOR STRUCTURES SCHEDULE										
Sheet No.	Station	Side	Type	Standard	Width	Length	Height	Openings	Class "B" Concrete	Reinf.
8	18+84.36	RT	Junction Box	JB-1	4.71	4.25	3.50	2	1.231	98.0
8	19+47.03	RT	Pipe Collar	PC-1					0.320	0.0
8	18+57.71	RT	Toe Wall	Sheet 6	0.67	29.70	2.00 - Max		1.474	
Totals:									3.025	98.0
Units:									Cu. Yds.	Lbs.

ESTIMATED ASPHALT AND GRANULAR MATERIAL SCHEDULE							
	Granular Material, Class 9, Group B	Crushed Stone, Size 610		Base: 4.5" -19 mm Hot Mix Asphalt		Surface: 1.5" -9 mm Hot Mix Asphalt	
	CU. YD.	SQ. YD.	CU. YD.	SQ. YD.	TONS	SQ. YD.	TONS
ROADWAY	300	319.9	79.5	261.7	64.8	395.0	32.6
Total	300	319.9	79.5	261.7	64.8	395.0	32.6

PIPE SCHEDULE							
STATION	Side	Reinf. Conc. Pipe Class III		Branch Connection		Conc. 24" F.E.S	Remarks
		18"	24"	18"	24"		
18+39.14	LT		60.0		1	1	Storm Drain w/ Branch Connection Into Box
18+86.11	RT		12.0			1	Storm Drain Out of JB-1 Drains In Creek
19+25.00	RT	9.4		1			Storm Drain Out of PC-1 w/ Branch Connection Into Box
19+84.18	LT		65.0		1	1	Storm Drain w/ Branch Connection Into Box
Totals:		9.4	137.0	1	2	3	
Units:		Lin. Ft	Lin. Ft	Each	Each	Each	

NO.	DATE	DESCRIPTION	BY
ESTIMATED QUANTITIES SHEET			
NORTH 28TH AVE BRIDGE REPLACEMENT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: LAT		Checked by: NMC	
Date: 1–13–2022		Scale: NONE	
Drawing No.: 12228		Sheet No. ____04____	

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**RATES OF APPLICATION
USED FOR ESTIMATING QUANTITIES**

Hot Mix Asphalt, ST, 9.5 mm	110 Lb/SY/in
Hot Mix Asphalt, ST, 19 mm	110 Lb/SY/in

DATA FOR PAVEMENT DETERMINATION		REQUIRED STRUCTURE NUMBER			
		2029		2039	
2019 ADT =	990 Current	ADL	29	ADL	31
2029 ADT =	1,129 n Year	CBR	5	CBR	5
2039 ADT =	1,287 Design	SSV	3.72	SSV	3.72
DHV =	193	PT	2.5	PT	2.5
D =	50 % of DHV				
T =	8 % of DHV				
T (Total) =	8 % of ADT				
18k (Rigid) =	0 /1000	SN	2.759	SN	3.133
18k (Flex) =	675 /1000				
CBR =	5				

SCHEDULE OF BASE STRUCTURE THICKNESS												
SITE	ESTIMATED SUBGRADE CBR	SOIL SUPPORT VALUE	AVERAGE DAILY LANE LOADING	STRUCTURE NUMBER REQUIRED	SUBBASE THICKNESS		BASE COURSE THICKNESS HMA 19 mm, ST		SURFACE COURSE THICKNESS HMA 9.5 mm, ST		TOTAL PROVIDED	
					IN	SN	IN	SN	IN	SN	IN	SN
North 28th Avenue	5	3.72	29	2.759	6.0	0.84	4.5	1.53	1.5	0.66	12.0	3.03

NOTE: SUBGRADE CBR IS ESTIMATED ONLY. A SUBGRADE SOIL PROFILE WILL BE PREPARED AND THE CBR AND THE REQUIRED BASE STRUCTURE THICKNESS DETERMINED AFTER GRADING AND BEFORE PLACING BASE MATERIAL.

NO.	DATE	DESCRIPTION	BY
TYPICAL SECTION			
NORTH 28TH AVE BRIDGE REPLACEMENT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 1/14/2022		Scale: AS NOTED	
Drawing No.: 12228		Sheet No. ____05____	

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BEGIN
PROJECT
STA
18+32.71

END
PROJECT
STA
19+80.85

4" CONTINUOUS YELLOW

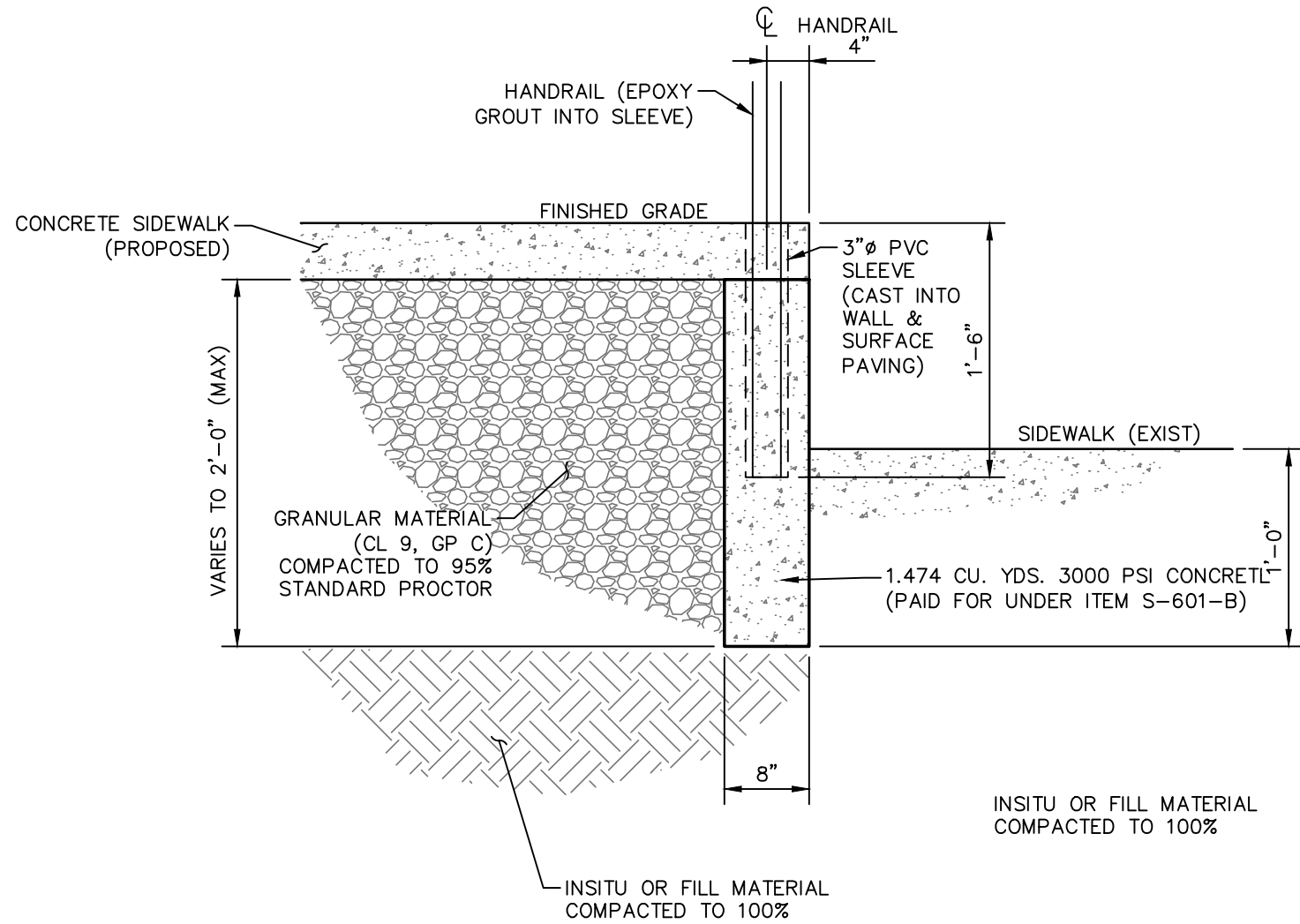
148'

148'

PAVEMENT MARKING DETAIL

SCALE: 1" = 5'
85TH PERCENTILE SPEED = 55 MPH
MINIMUM PASSING SIGHT DISTANCE = 900 FT.

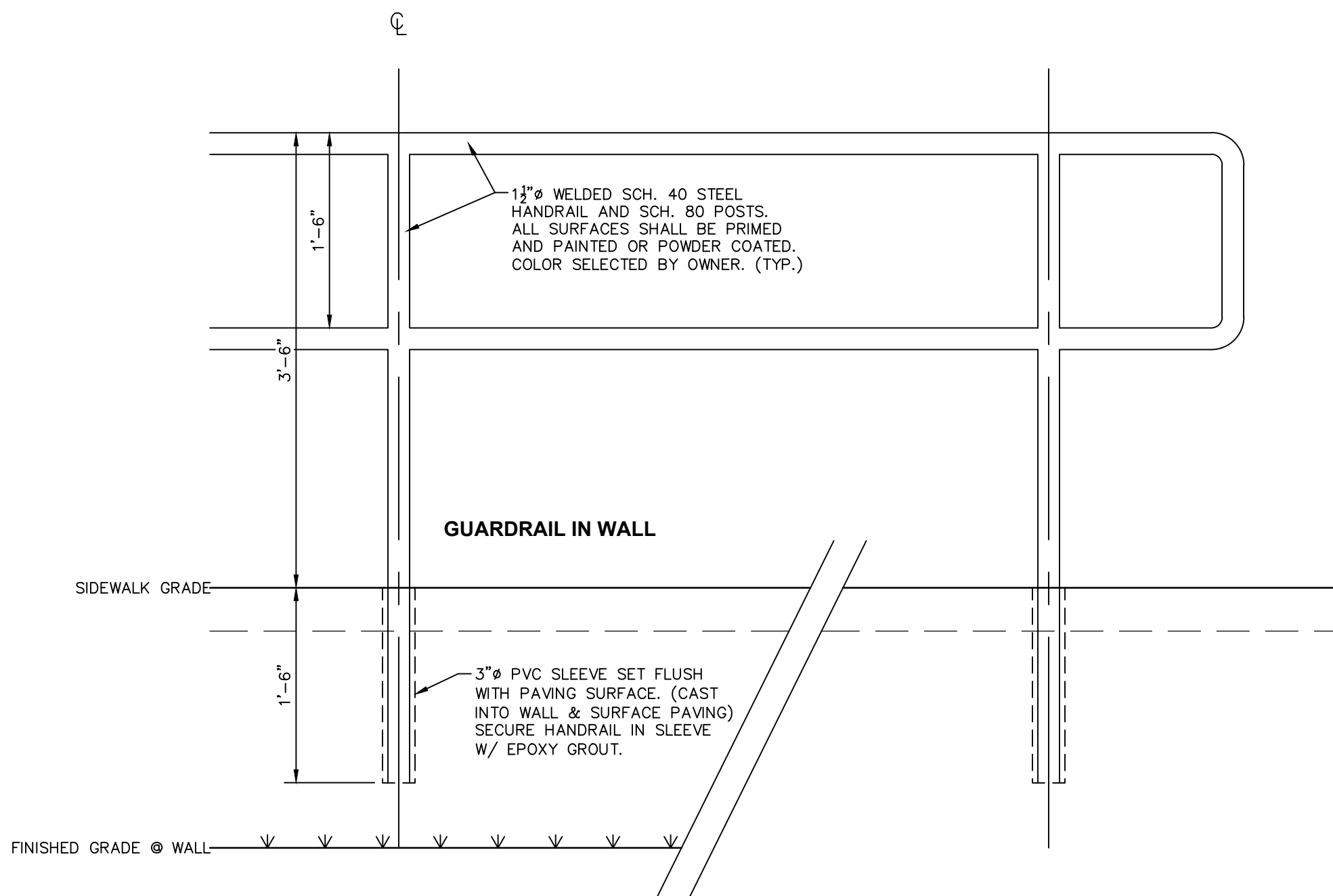
CONTINUOUS YELLOW - 296 LIN. FT.
YELLOW RPM - 5 EACH



TYPICAL TOE WALL SECTION DETAIL

STA 18+57.71 - 18+81.71 - RT

SCALE: NTS



TYPICAL GAURDRAIL ELEVATION DETAIL

STA 18+57.71 - 18+81.71 - RT

SCALE: 1" = 1'

GENERAL CONCRETE STRUCTURE NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE "AMERICAN CONCRETE INSTITUTE BUILDING CODE" (ACI 318) AND THE "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI 310), LATEST EDITIONS.
2. ALL NORMAL WEIGHT CONCRETE (145 P.C.F.) SHALL OBTAIN A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.
3. REINFORCING BARS SHALL BE DEFORMED BARS OF NEW BILLET STEEL CONFORMING TO ASTM SPECIFICATIONS A-615, GRADE 60. ALL REINFORCING AND ACCESSORIES SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH ACI STANDARDS 315-80 AND 315R-80.
4. ALL REINFORCING SHALL BE BOUND TOGETHER BY 9 GAUGE TIES.
5. ALL IN-SITU MATERIAL SHALL BE PROOF ROLLED PRIOR TO CONSTRUCTION. SOFT OR YIELDING AREAS SHALL BE UNDERCUT TO A DEPTH OF, NOT LESS THAN, 24 INCHES AND EXTENDED BEYOND THE PROPOSED STRUCTURE BY 12 INCHES.
6. NO HORIZONTAL CONSTRUCTION OR EXPANSION JOINTS SHALL BE ALLOWED, OTHER THAN THE CONSTRUCTION JOINT NOTED ON THE DETAILS. VERTICAL CONSTRUCTION OR EXPANSION JOINTS SHALL BE SPACED AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

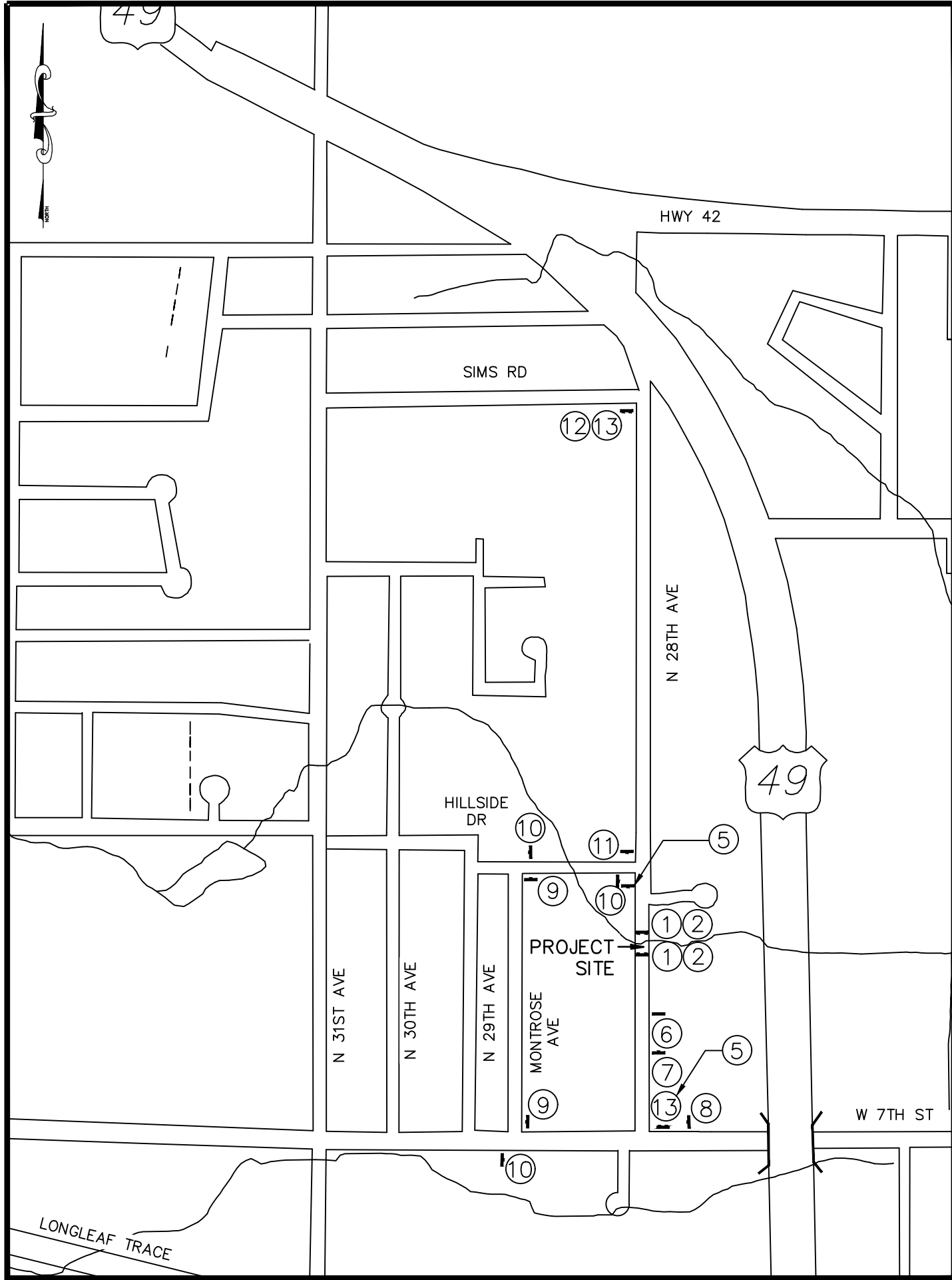
NO.	DATE	DESCRIPTION	BY
DETAILS			
NORTH 28TH AVE BRIDGE REPLACEMENT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 1/14/2022		Scale: AS NOTED	
Drawing No.: 12228		Sheet No. ____06	

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TRAFFIC SIGNS:

EXISTING TRAFFIC SIGNS SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL PROJECT IS COMPLETE AND PERMANENT SIGNS ARE INSTALLED UNLESS THE EXISTING SIGNS INTERFERE WITH AND/OR CONFLICT WITH THE CONSTRUCTION SIGNS. IF ANY EXISTING TRAFFIC SIGNS WITHIN THE PROJECT LIMITS ARE IN CONFLICT WITH THE PROJECT CONSTRUCTION, THEY SHALL BE RELOCATED SO AS TO SERVE THEIR ORIGINAL PURPOSE. (PAID FOR UNDER THE MAINTENANCE OF TRAFFIC PAY ITEM).

TRAFFIC CONTROL SIGN SCHEDULE		
SIGN	DESCRIPTION	
1	TYPE III	BARRICADE ACROSS ENTIRE ROADWAY
2	R11-2	ROAD CLOSED (MOUNTED ON BARRICADE)
3		
4		
5	W20-3	ROAD CLOSED AHEAD
6	W20-3	ROAD CLOSED 300 FT
7	W20-3	ROAD CLOSED 600 FT
8	M4-9	DETOUR ARROW (WITH UP ARROW)
9	M4-9R	DETOUR ARROW (WITH RIGHT ARROW)
10	M4-9L	DETOUR ARROW (WITH LEFT ARROW)
11	M4-10R	DETOUR ARROW
12	R11-4	ROAD CLOSED TO THRU TRAFFIC
13	TYPE III	WING BARRICADE
SUPPLEMENTAL ROAD NAME PLATE* ALL SIGNS WILL RECEIVE A		
SUPPLEMENTAL ROAD NAME PLATE EXCEPT SIGNS: 1, 2, 3, 11, 12, 13		



TRAFFIC CONTROL PLAN
SCALE: NTS

GENERAL NOTES:

1. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED WHENEVER NECESSARY, REMAIN IN PLACE ONLY AS LONG AS THEY ARE NEEDED, AND BE REMOVED IMMEDIATELY THEREAFTER.
2. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPLICABLE SPECIFICATIONS OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
3. THESE ARE MINIMUM REQUIREMENTS AND IN NO WAY RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO MAINTAIN TRAFFIC IN A SAFE MANNER.
4. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES SUCH AS CONES, DRUMS, FLASHERS, BARRICADES, SIGNS, ETC. TO SAFELY CHANNEL OR DIRECT TRAFFIC. WHEN NECESSARY, FLAGGERS SHALL BE USED IN CONJUNCTION WITH THE TRAFFIC CONTROL DEVICES. (FLAGGER AHEAD SIGNS REQUIRED IN ADVANCE OF FLAGGERS, EXCEPT DURING BRIEF PERIODS AND EMERGENCY SITUATIONS.)
5. SEE STANDARD DRAWING 6358 FOR CORRECT PLACEMENT AND INSTALLATION OF BARRICADES AND SIGNS.
6. CONTRACTOR SHALL INSTALL ADVANCE WARNING SIGNS SUCH AS WATCH FOR TRUCKS, TRUCKS CROSSING, ETC. AND PLACE FLAGGERS AS DIRECTED BY THE ENGINEER ALONG PUBLIC ROADS ON EACH SIDE OF BORROW PIT ENTRANCES OR CROSSINGS OF PUBLIC ROADS.
7. PAY FOR INSTALLATION, MAINTENANCE, AND REMOVAL OF TRAFFIC CONTROL DEVICES WILL BE MADE UNDER PAY ITEM NO. S-618-A.
8. SEE SPECIAL PROVISION NO. 901-S-618-1 FOR ADDITIONAL CONTRACT REQUIREMENTS.

DURING STRIPING OPERATIONS:

9. A SHADOW VEHICLE SHALL BE POSITIONED APPROXIMATELY 300 FEET IN FRONT OF AND BEHIND PAINTING OPERATIONS.
10. THE SHADOW VEHICLE SHALL CARRY A SIGN 'ROADWAY STRIPING AHEAD, BOTTOM OF SIGN SHALL BE A MINIMUM OF SIX (6) FEET ABOVE PAVEMENT.
11. A FLASHING YELLOW LIGHT SHALL BE INSTALLED ABOVE TOP OF WARNING SIGNS.
12. A FLASHING YELLOW LIGHT SHALL BE INSTALLED ON ALL VEHICLES USED IN THE MARKING OPERATIONS.

CONSTRUCTION NOTES:

1. THIS PROJECT WILL BE CONSTRUCTED UNDER ONE PHASE.
2. AFTER ALL CONSTRUCTION IS COMPLETE, INCLUDING THE INSTALLATION OF GUARDRAILS, COMPLETE IN PLACE, BUT PRIOR TO STRIPING, THE ENTIRE PROJECT SHALL BE OPENED TO ALL TRAFFIC
3. TEMPORARY RAISED PAVEMENT MARKINGS:

ALTERNATE NO. 1

WHENEVER PAVEMENT CONSTRUCTION HAS PROGRESSED SUFFICIENTLY TO PERMIT A SECTION OF THE PROJECT TO BE OPENED TO TRAFFIC MOVEMENT THAT IS UNRESTRICTED BY CHANNELIZING OR OTHER TRAFFIC CONTROL METHODS, TEMPORARY RAISED PAVEMENT MARKERS SHALL BE REQUIRED AS PER SPECIFICATION SECTION S-619.08. THE CONTRACTOR SHALL REPLACE RAISED PAVEMENT MARKERS AS NECESSARY. IF MORE THAN ONE BITUMINOUS LIFT IS REQUIRED, THE TEMPORARY RAISED PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED IN A LIKE MANNER AFTER EACH LIFT. THE CONTRACTOR SHALL INCLUDE THE MATERIALS AND LABOR FOR INSTALLATION OF THESE MARKERS IN THE MAINTENANCE OF TRAFFIC PAY ITEM NO. S-618-A, THERE SHALL BE NO SEPARATE PAY ITEM FOR THIS WORK. THE RAISED PAVEMENT MARKERS SHALL BE INSTALLED AT THE END OF EACH DAYS OPERATION OR PRIOR TO NIGHT-FALL, WHICH EVER IS EARLIER.

ALTERNATE NO. 2

WHENEVER PAVEMENT CONSTRUCTION HAS PROGRESSED SUFFICIENTLY TO PERMIT A SECTION OF THE PROJECT TO BE OPENED TO TRAFFIC MOVEMENT THAT IS UNRESTRICTED BY CHANNELIZING OR OTHER TRAFFIC CONTROL METHODS, TEMPORARY CENTERLINE PAVEMENT MARKINGS, 4' STRIPE ON 40' CENTERS, SHALL BE INSTALLED. WHEN MORE THAN ONE BITUMINOUS LIFT IS REQUIRED, THE TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED IN A LIKE MANNER AFTER EACH LIFT, AT THE END OF THE DAYS WORK OR PRIOR TO NIGHTFALL, WHICHEVER IS EARLIER. IF PRESSURE SENSITIVE ADHESIVE TAPE IS USED ON THE FINAL WEARING SURFACE, IT SHALL BE TYPE 1. THIS WORK IS NOT A SEPARATE PAY ITEM BUT WILL BE CONSIDERED INCLUDED IN THE LUMP SUM PAYMENT FOR PAY ITEM NO. S-618-A, MAINTENANCE OF TRAFFIC.

4. PRIOR TO TO OPENING A SECTION OF THE PROJECT TO TRAFFIC, "DO NOT PASS" (R4-1) SIGNS SHALL BE INSTALLED ON THE RIGHT HAND SIDE OF THE ROAD AT THE B.O.P. AND E.O.P. AND "NO PASSING ZONE" (W14-3) SIGNS SHALL BE INSTALLED ON THE LEFT HAND SIDE OF THE ROADWAY IN ACCORDANCE WITH THE PERMANENT STRIPING SCHEDULE IN THE PLANS. THESE SIGNS SHALL REMAIN IN PLACE UNTIL THE PERMANENT CENTERLINE STRIPING IS IN PLACE. THIS WORK IS NOT A SEPARATE PAY ITEM BUT WILL BE CONSIDERED INCLUDED IN THE LUMP SUM PAYMENT FOR PAY ITEM NO. S-618-A, MAINTENANCE OF TRAFFIC.
5. PAYMENT FOR INSTALLATION, MAINTENANCE, AND REMOVAL OF TRAFFIC CONTROL DEVICES WILL BE MADE UNDER PAY ITEM S-618-A.

NO.	DATE	DESCRIPTION	BY
TRAFFIC CONTROL PLAN			
NORTH 28TH AVE BRIDGE REPLACEMENT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 1/14/2022		Scale: AS NOTED	
Drawing No.: 12228		Sheet No. ____07____	

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BENCH MARK ELEVATION 199.88
TOP OF MANHOLE LID
18.5 FT RT STA. 11+96.37

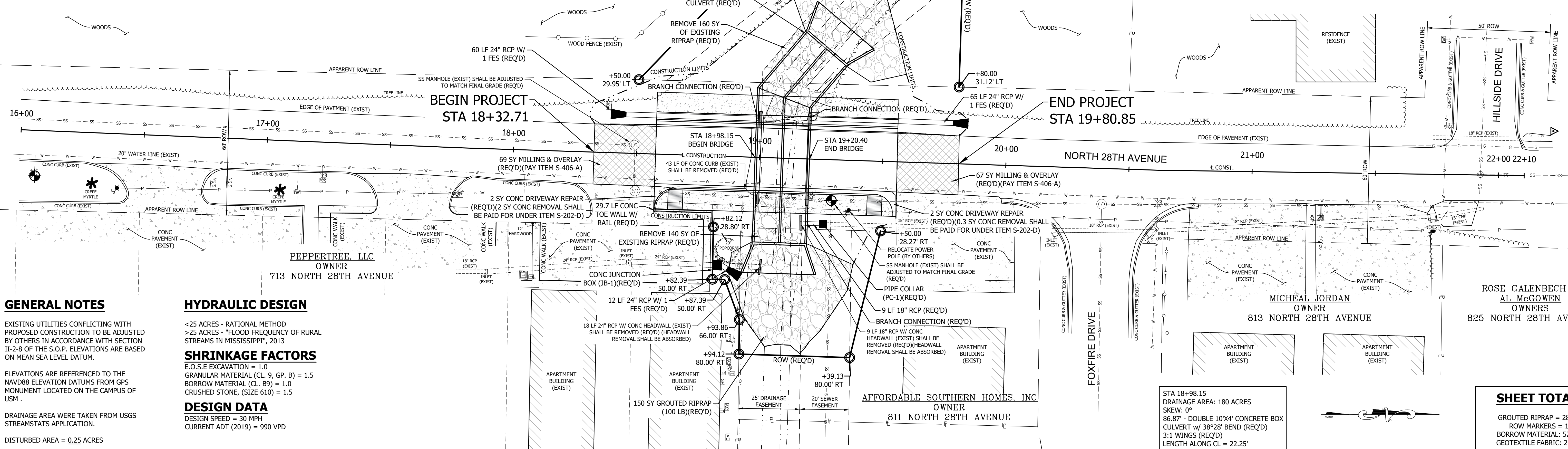
STA 19+00.29
EXISTING BRIDGE:
CONC. DECK, PILING, HEADWALLS &
CAPS TO BE REMOVED UNDER PAY
ITEM S-202-B. TO BECOME PROPERTY
OF THE CONTRACTOR.

LA CASA I. LLC
OWNER
720 NORTH 28TH AVENUE

BENCH MARK ELEVATION 184.46
TOP OF MANHOLE LID
16.7 FT RT STA. 15+19.77

DAVID & BRENDA WILLIAMSON
OWNERS
2800 HILLSIDE DRIVE

CONTROL MONUMENT 1
11" REBAR W/ CAP
N 669,193.82
E 828,835.69
18.3 FT LT STA. 18+12.20



GENERAL NOTES

EXISTING UTILITIES CONFLICTING WITH
PROPOSED CONSTRUCTION TO BE ADJUSTED
BY OTHERS IN ACCORDANCE WITH SECTION
11-2-8 OF THE S.O.P. ELEVATIONS ARE BASED
ON MEAN SEA LEVEL DATUM.

ELEVATIONS ARE REFERENCED TO THE
NAVD88 ELEVATION DATUMS FROM GPS
MONUMENT LOCATED ON THE CAMPUS OF
USM.

DRAINAGE AREA WERE TAKEN FROM USGS
STREAMSTATS APPLICATION.

DISTURBED AREA = 0.25 ACRES

HYDRAULIC DESIGN

<25 ACRES - RATIONAL METHOD
>25 ACRES - "FLOOD FREQUENCY OF RURAL
STREAMS IN MISSISSIPPI", 2013

SHRINKAGE FACTORS

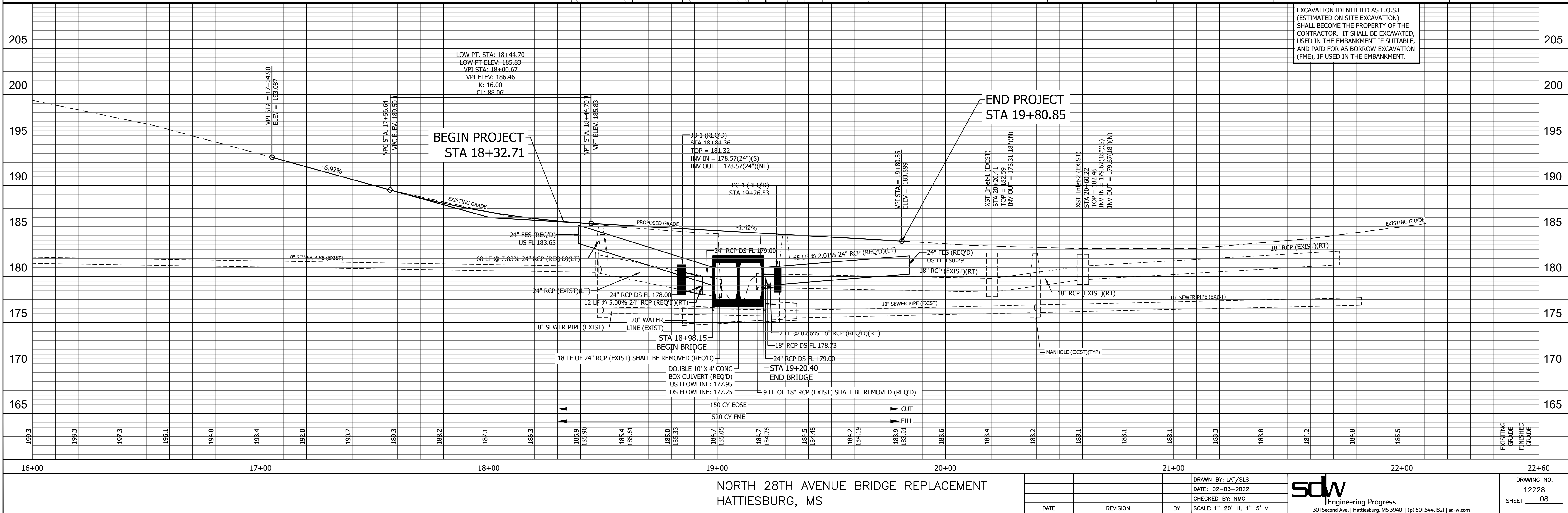
E.O.S.E EXCAVATION = 1.0
GRANULAR MATERIAL (CL, 9, GP, B) = 1.5
BORROW MATERIAL (CL, B9) = 1.0
CRUSHED STONE, (SIZE 610) = 1.5

DESIGN DATA

DESIGN SPEED = 30 MPH
CURRENT ADT (2019) = 990 VPD

SHEET TOTALS

GROUTED RIPRAP = 280 SY
ROW MARKERS = 11
BORROW MATERIAL: 520 CY
GEOTEXTILE FABRIC: 280 SY



NORTH 28TH AVENUE BRIDGE REPLACEMENT
HATTIESBURG, MS

			DRAWN BY: LAT/SLS	 sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sdw.com	DRAWING NO. 12228
			DATE: 02-03-2022		SHEET 08
			CHECKED BY: NMC		
DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V		

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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

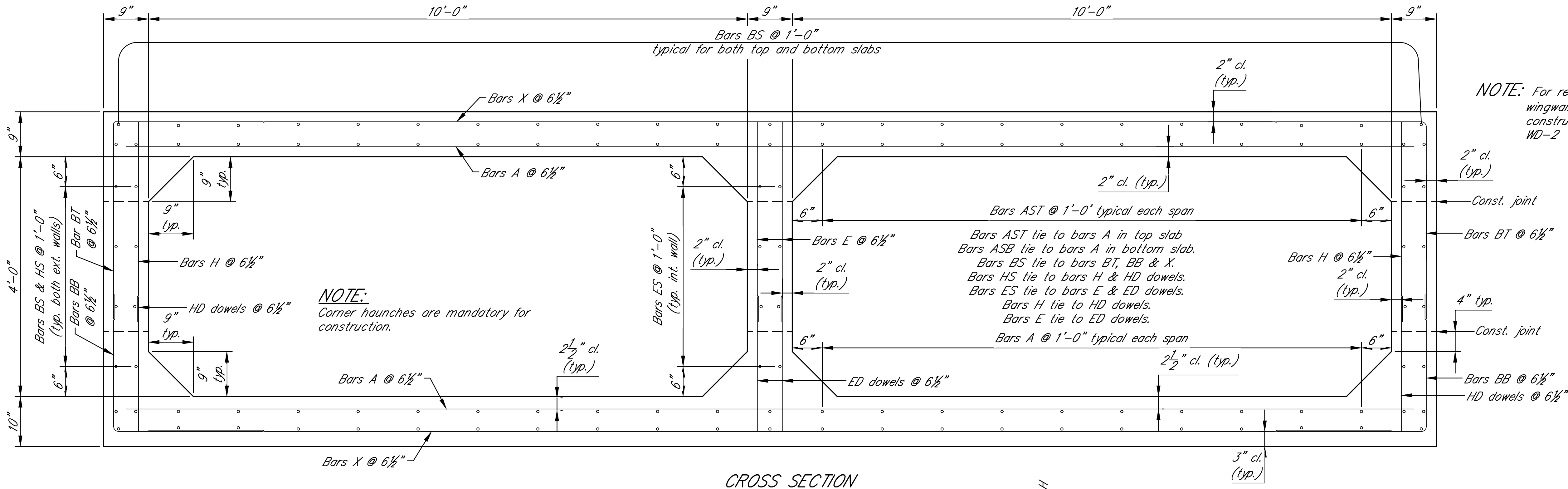
- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION 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			
N 28TH AVENUE BRIDGE REPLACEMENT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 01–24–2022		Scale: NONE	
Drawing No.: 12228		Sheet No. ____09____	

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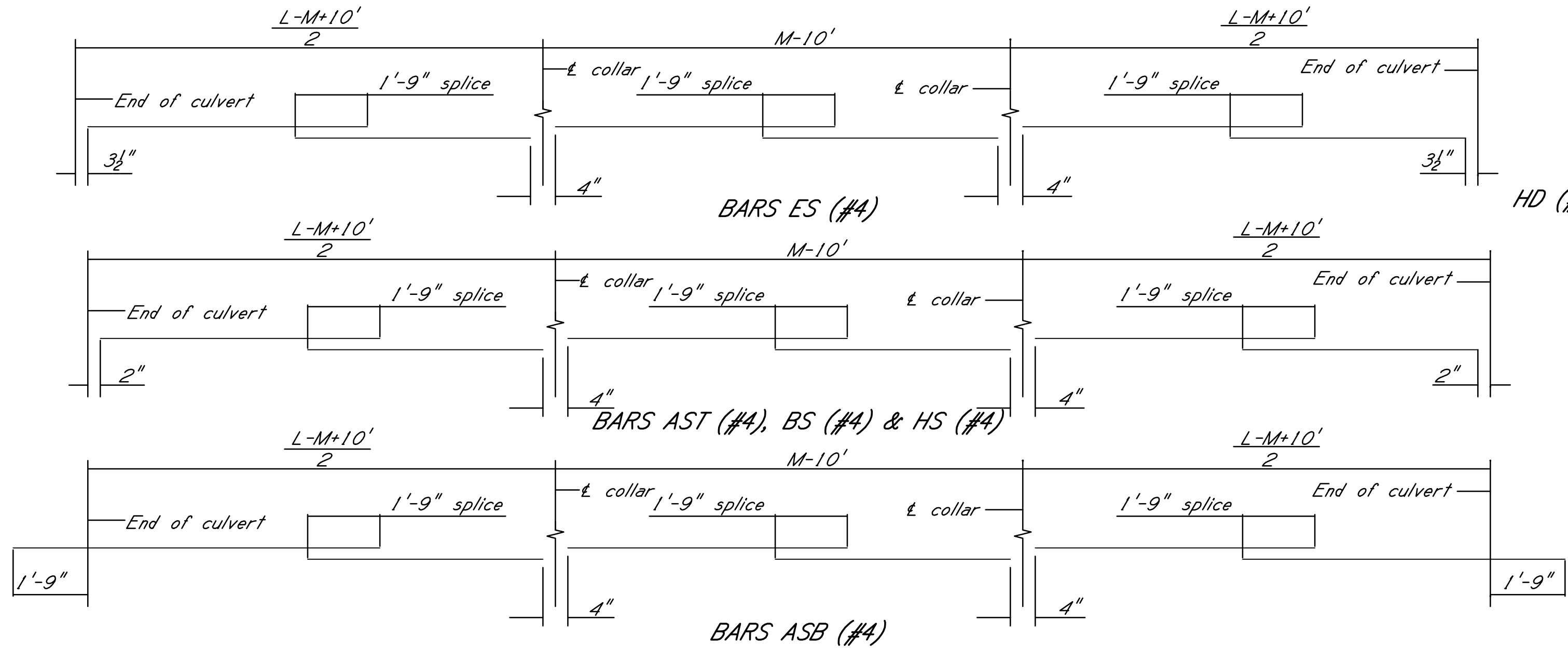
NOTE: For reinforcing required in parapet & wingwalls to be placed prior to barrel construction, see drawings WD-1 and WD-2

REBAR TABLE	
SIZE	SPLICE (FT.)
#4	1'-5"
#5	1'-9"
#6	2'-1"
#7	2'-8"
#8	3'-5"
#9	4'-4"
#10	5'-6"
#11	6'-9"

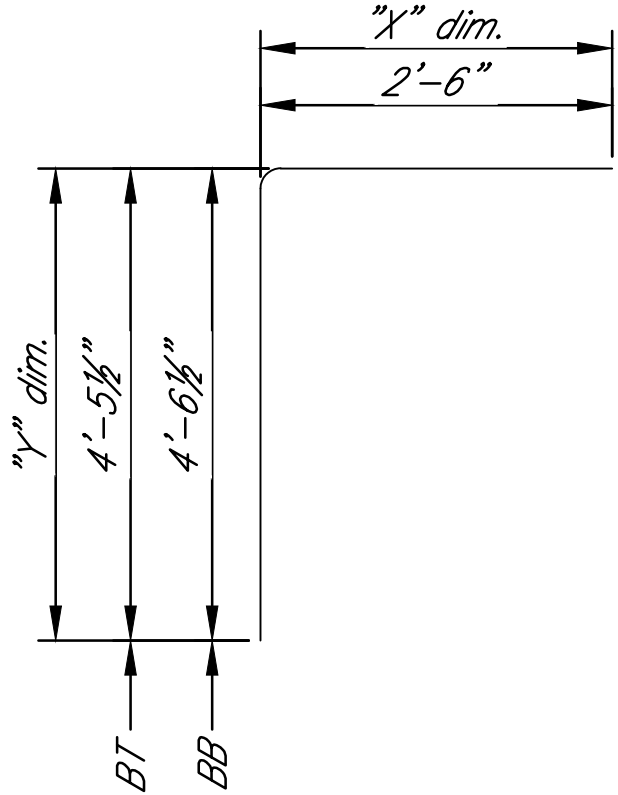
GENERAL NOTES:
Specifications: Mississippi Standard Specifications for Road and Bridge Construction, 2004.
Barrel details on this sheet shall be used with cover from 2'-6" to the maximum shown on basic drawing IBD-6.
No change of plans will be permitted except by written approval of the Director Of Structures, State Bridge Engineer. Minor changes in detail of design or construction procedure may be authorized by the Director Of Structures State Bridge Engineer provided such changes will not cause for contract price adjustment.
All concrete shall be class "B".
Expansion joint material shall be bituminous fiber type unless otherwise noted.
All exposed edges shall be chamfered 3/4".
Bar bending details shall be in accordance with "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315R-94).
Reinforcement order lists and required placing plans shall be furnished in accordance with section 805 of the Mississippi Standard Specifications. Partial submittals are not acceptable.
Horizontal construction joints may be placed only at the locations shown and concrete shall be allowed set a minimum of 2 hours before continuing pour.
Reinforcing steel shall be placed in accordance with cross sections and shall be adequately supported from the forms. All bars shall be accurately spaced and securely wired each intersection before placing concrete.
All dimensions shall be verified in the field prior to fabrication the reinforcing steel.
Finish concrete per section 804.03.19.6.2 of the specifications. Reinforcing steel shall be ASTM A615, grade 60, unless otherwise noted.
Work for which no pay item is provided in the proposal will not be paid for directly and compensation therefor will included in the prices and payments for bid items.
Concrete in collars shall be allowed to set a minimum of 24 hours before continuing pour.

SPECIAL PROVISIONS REQUIRED:
Concrete bridges and structures No. 907-804

DESIGN DATA:
Specifications: A.A.S.H.T.O., 2010 LRFD
Loading: HL-93
Box bridge concrete: Class "B" (3,500 p.s.i.)
Equivalent fluid pressure: 45 lbs. per cu. ft.



HD (#4) & ED (#4) DOWELS



BARS BT(#4) & BB (#4)

NOTE: The diagrams for bars ASB, AST, BS, HS & ES are for a culvert length greater than 140 ft. and equal to or less than 190 ft. with a median of 40 ft. thru 60 ft. for conditions other than these, use sections as shown on elevation of culvert.

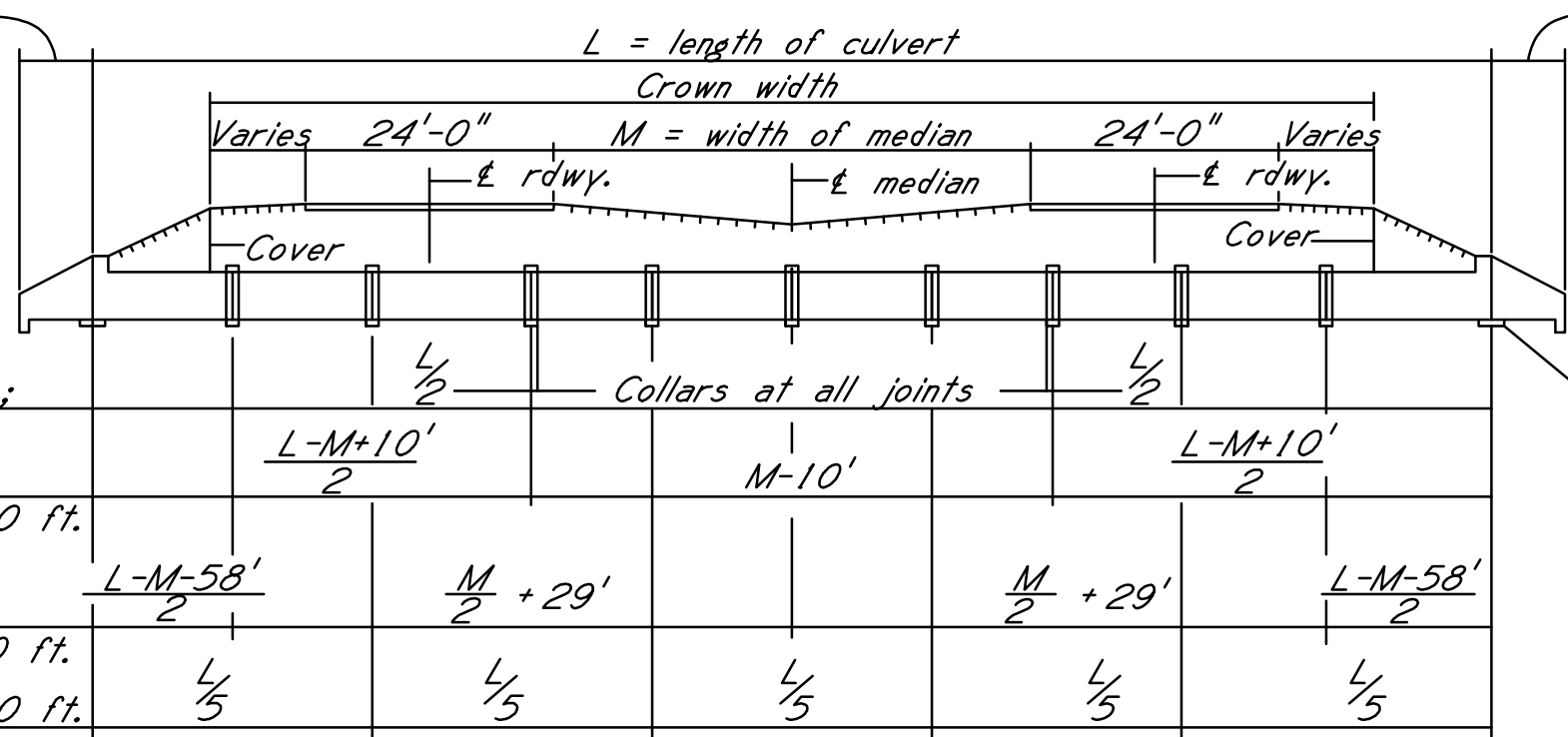
NOTE: See basic drawing IBJL-1 for additional collar locations.

NOTE: Where cover is 8 ft. or less and a joint occurs within the limits of 5 ft. beyond each edge of pavement, use complete collar at joints per basic drawing ICJ-1 or ICJS-1.

NOTE: Joints shall not be located closer than 5 ft. outside of pavement for cover of 8 ft. or less except in the cases where median is less than 10 ft. where cover exceeds 8 ft. joints may be located without regards to pavement edge.

L equal to or less than 140 ft.;
M = 4 ft. thru 60 ft.
L greater than 140 ft. & equal to
or less than 190 ft.; M = 40 ft. thru 60 ft.
L greater than 140 ft. & equal to
or less than 190 ft.; M = 4 ft. to 40 ft.
L greater than 190 ft.; M = 4 ft. thru 60 ft.

Wings & aprons
per basic drawings
IWD-2W, IWD-6-2W,
IWD-3W & IWD-6-3W.

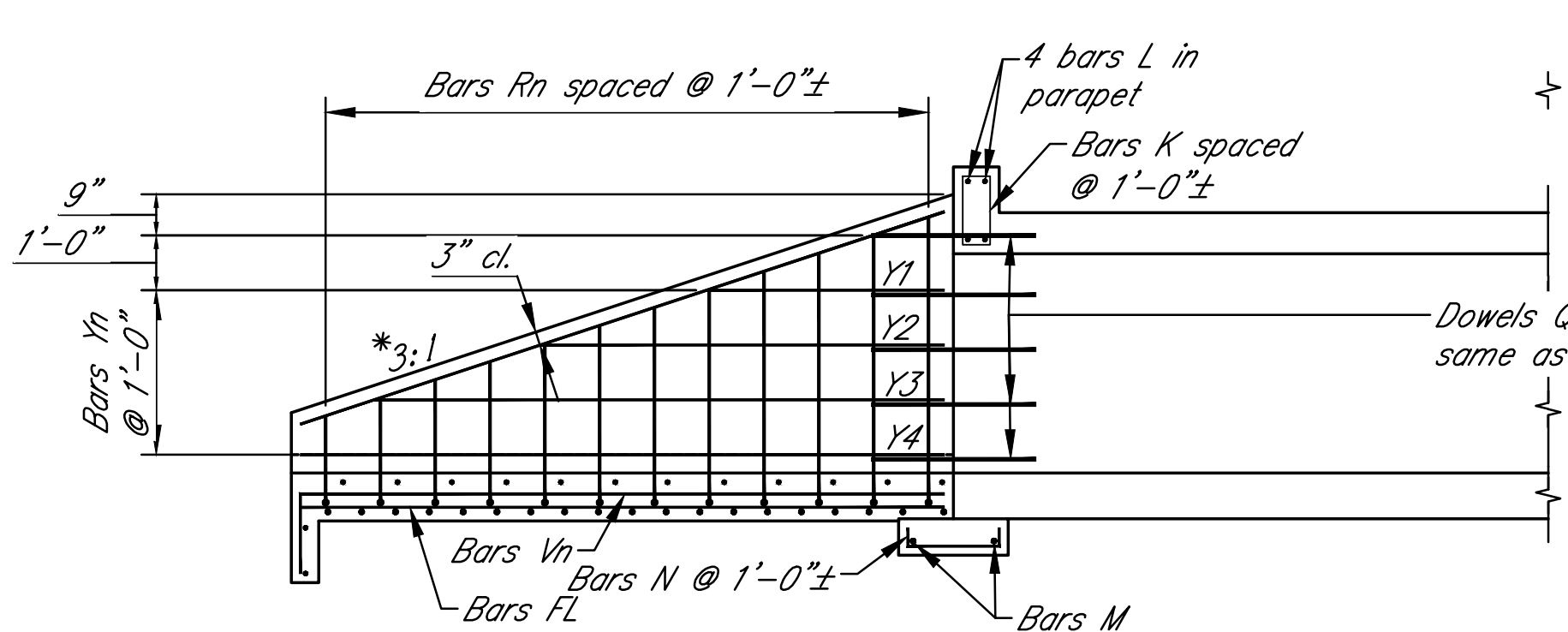


Wings & aprons
per basic drawings
IWD-2W, IWD-6-2W,
IWD-3W & IWD-6-3W.

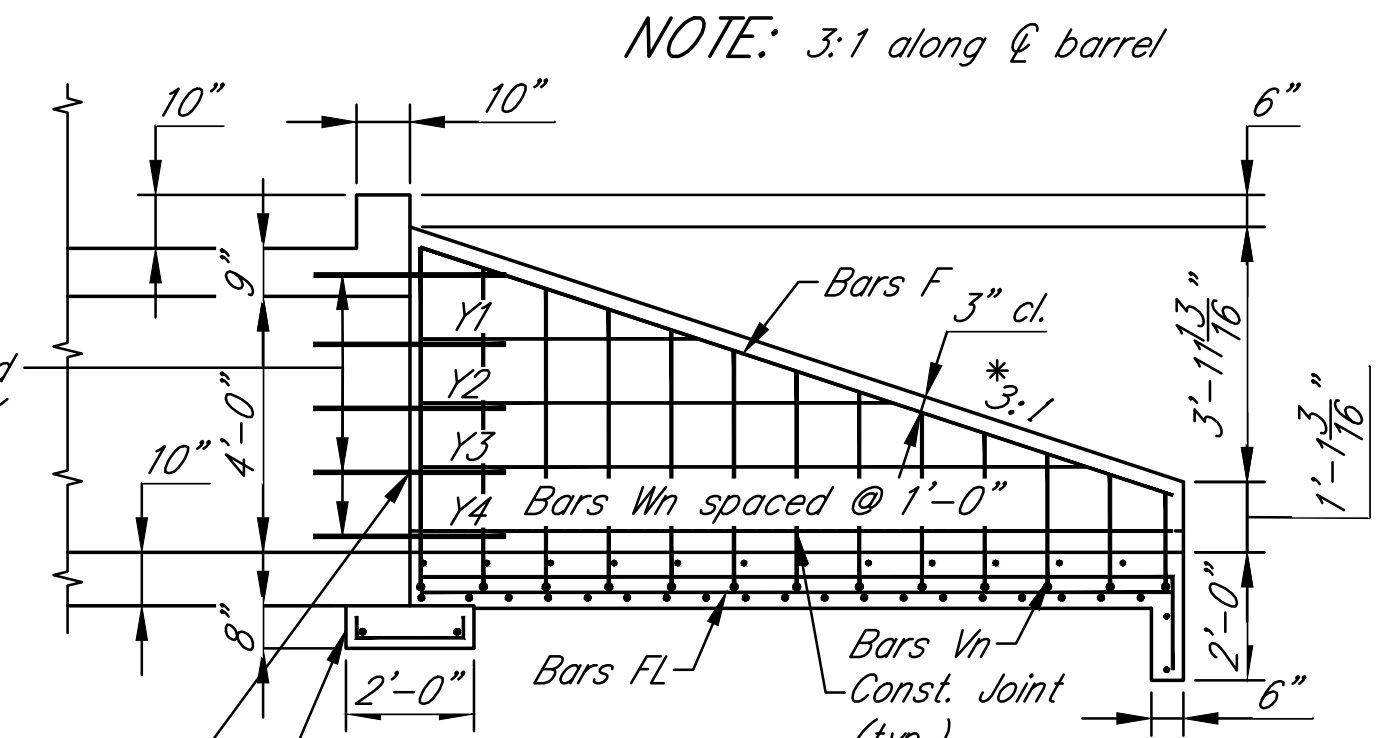
NOTE: Auxiliary slabs
"W" at wings

SIDE ELEVATION OF CULVERT
Showing collar locations
Drawn for L=150 ft. and M=60 ft.

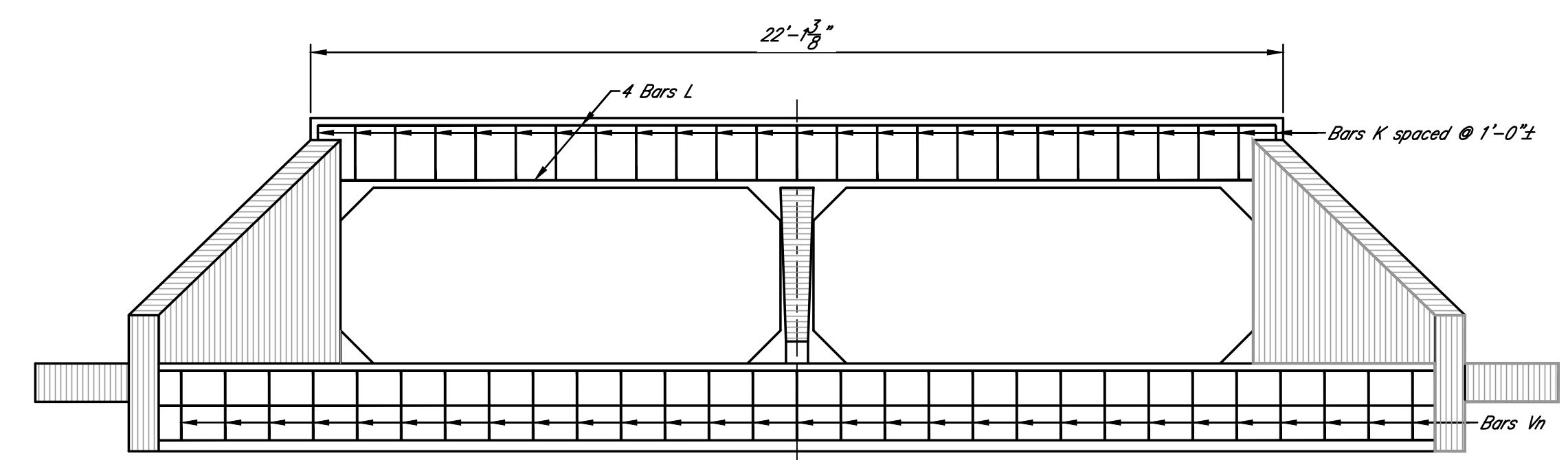
NO.	DATE	DESCRIPTION	BY
BARREL DETAILS			
NORTH 28TH AVE BRIDGE REPLACEMENT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: NMC		Checked by: NMC	
Date: 11-30-2021		Scale: NONE	
Drawing No.: 12228		Sheet No. 10	



STREAM SIDE
Showing reinforcement in stream side of wingwall. Auxiliary slab "W" length = 22'-9 1/2". Trowel finish and cover with roofing felt.



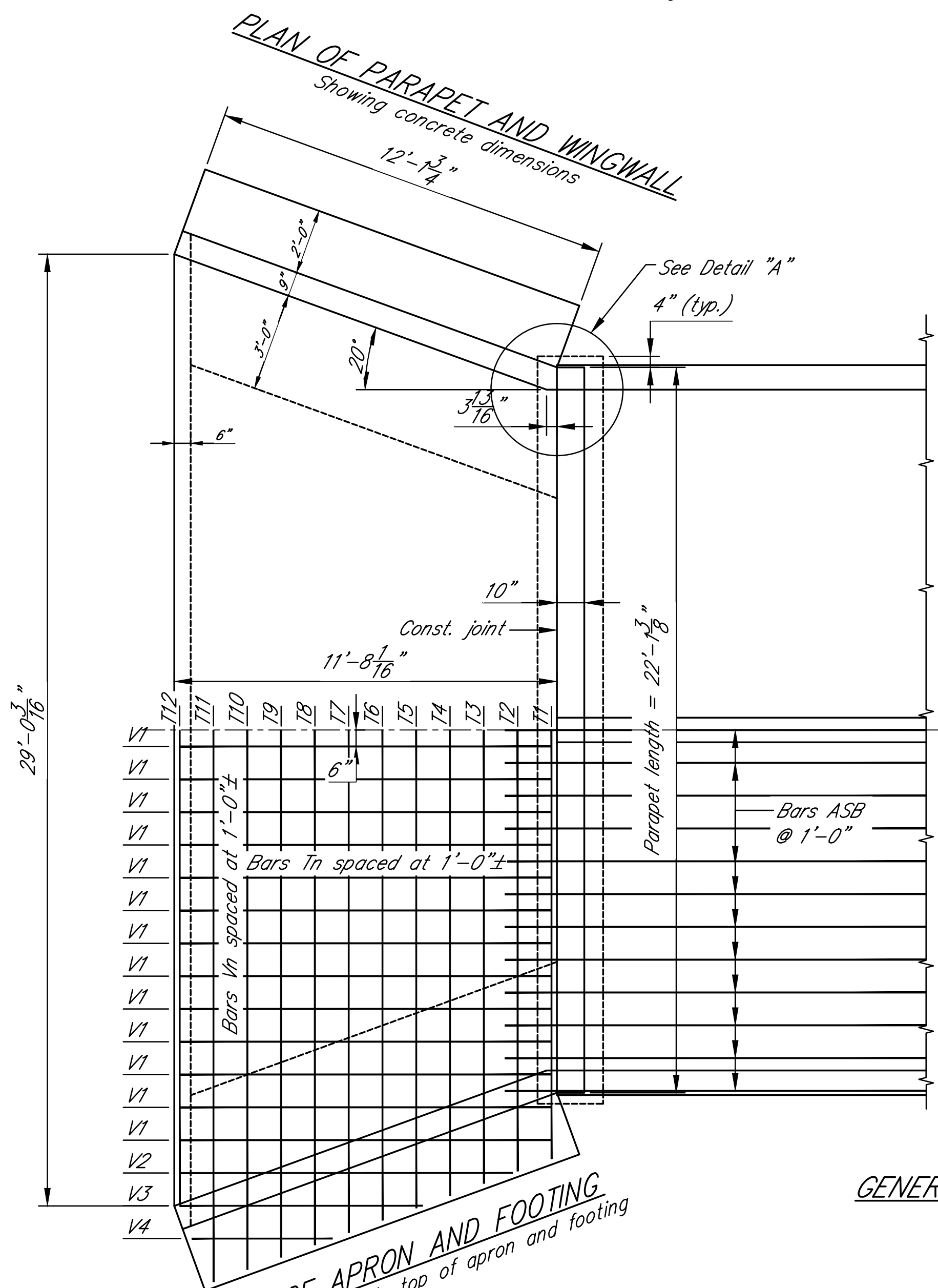
FILL SIDE
Showing reinforcement in fill side of wingwall.



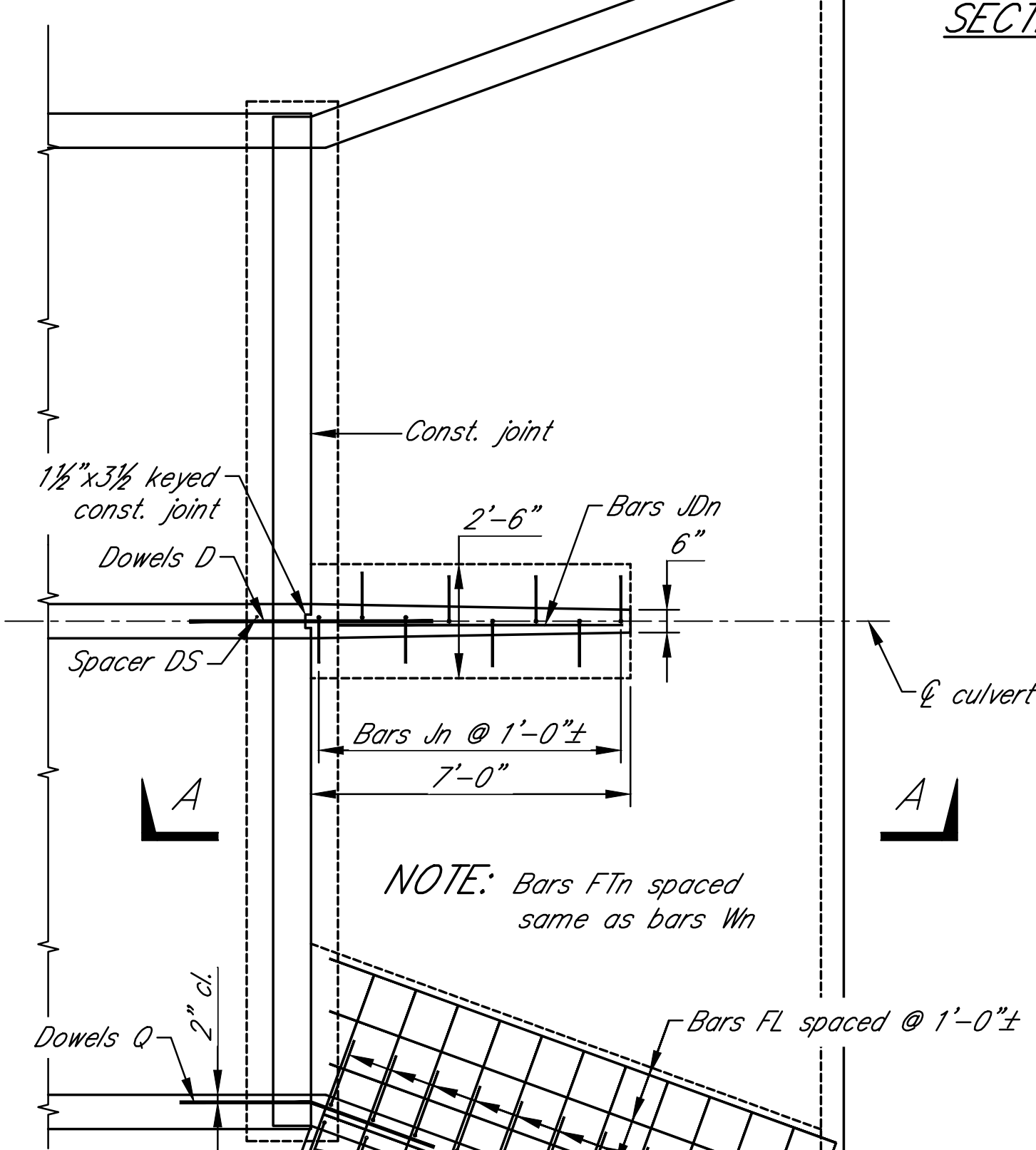
END ELEVATION
Showing reinforcement in parapet & toe wall.

LONGITUDINAL SECTION

NOTE: Culvert shall be sloped to conform to gradient of stream.

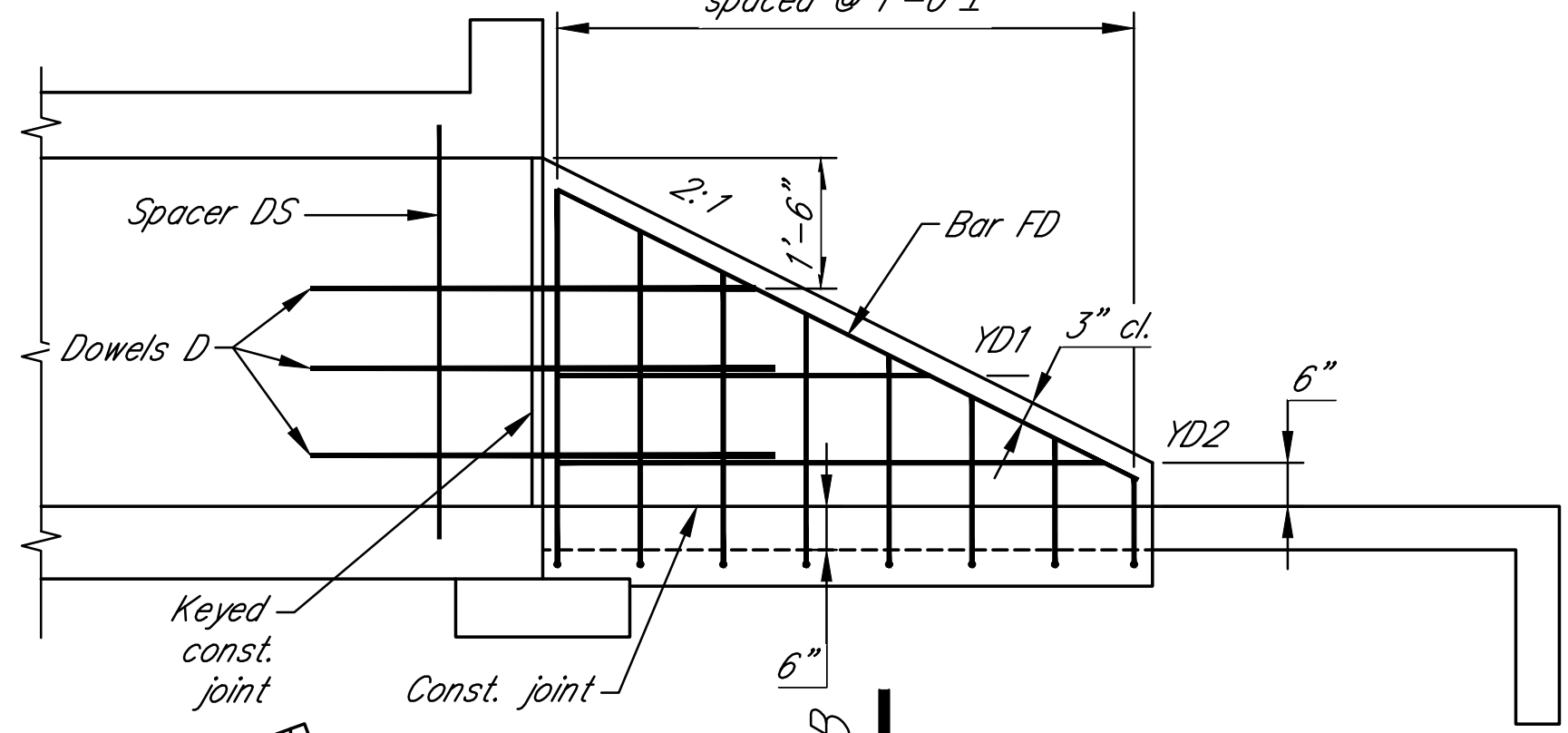


PLAN OF APRON AND FOOTING
Showing reinforcing in top of apron and footing.

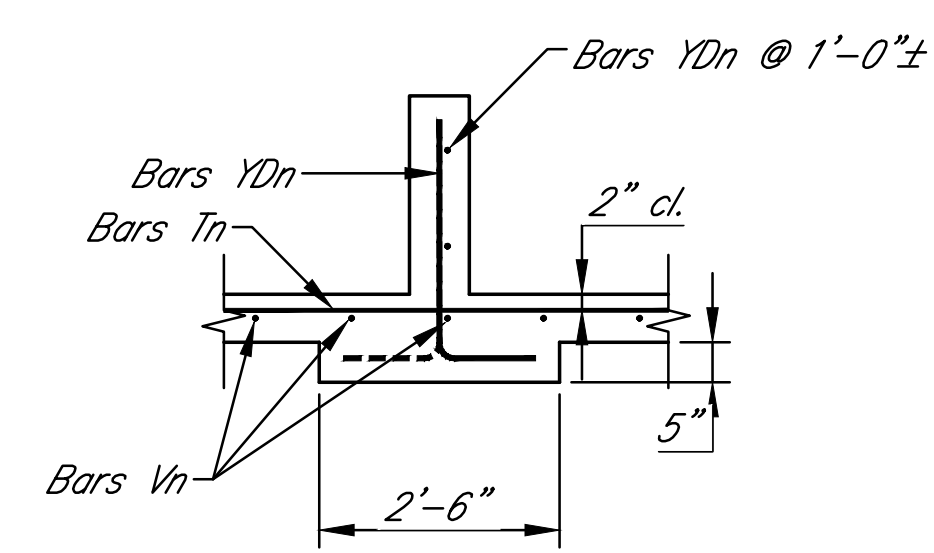


GENERAL PLAN

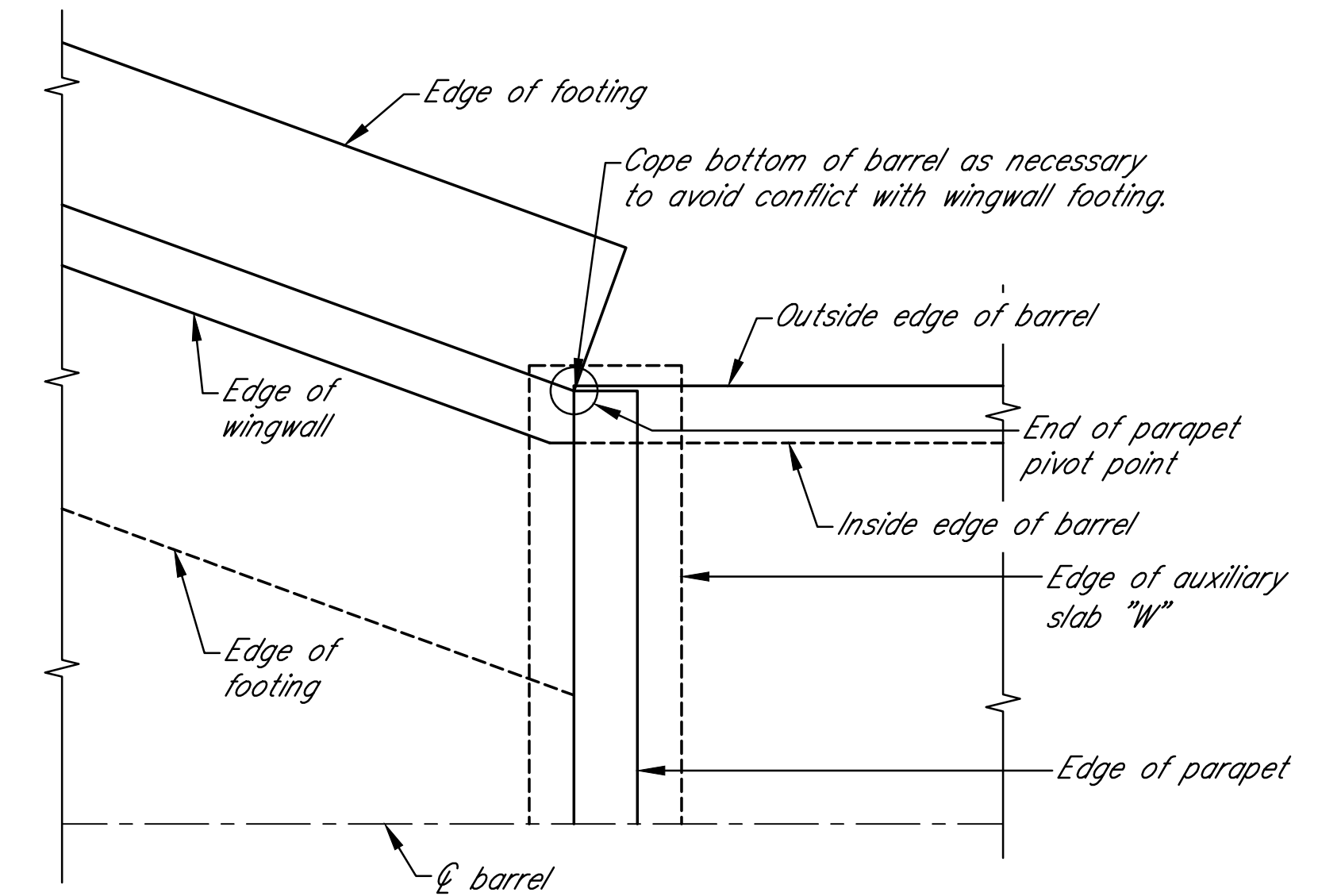
PLAN OF FOOTING
Showing reinforcing in bottom of footing & wingwall. Showing reinforcing and concrete dimensions in brush deflector.



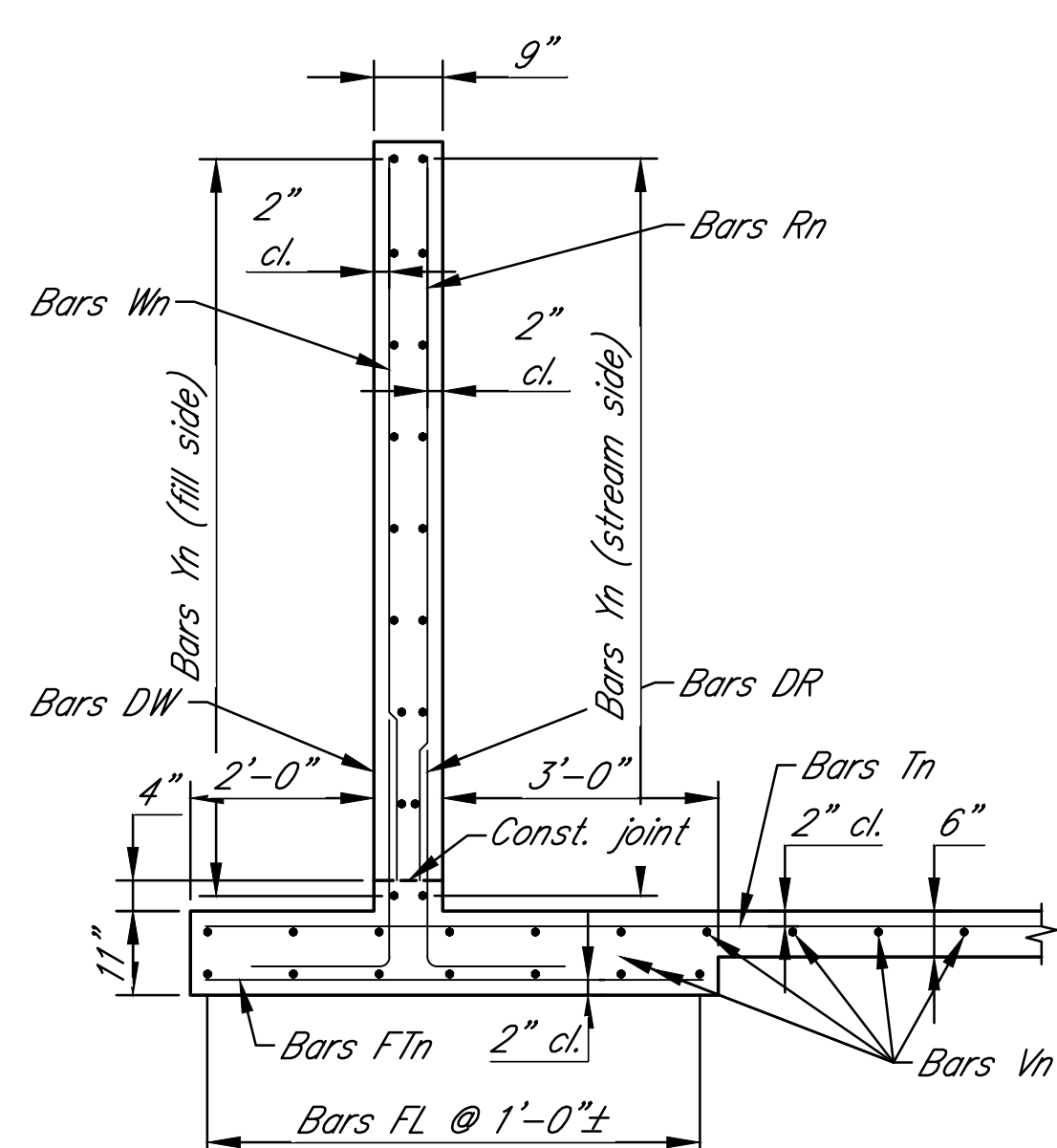
SECTION A-A



SECTION B-B



DETAIL "A"



CROSS SECTION WINGWALL

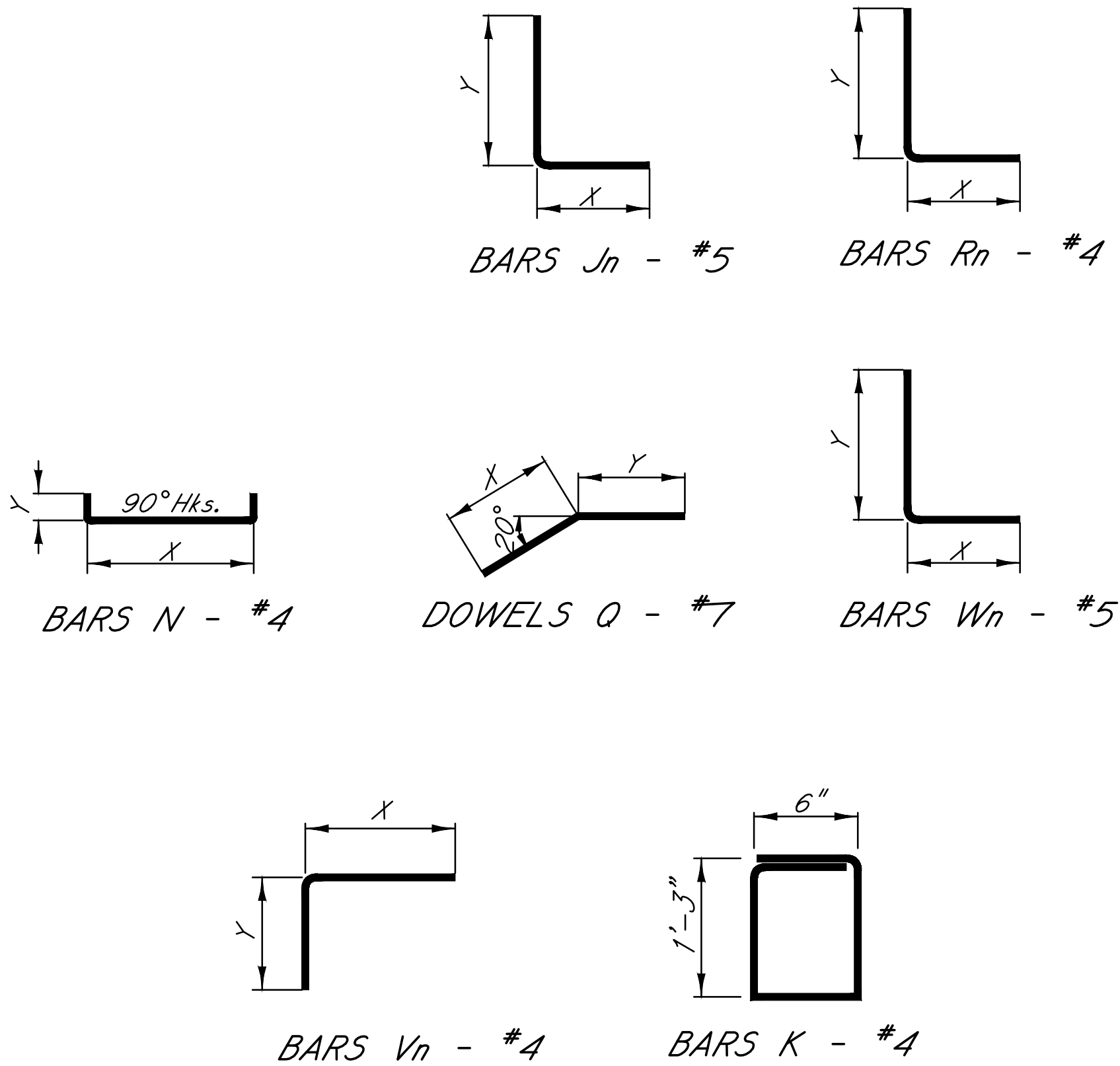
SPECIAL PROVISIONS REQUIRED:
Concrete bridges and structures No. 907-804

DESIGN DATA:
Specifications A.A.S.H.T.O., 2010 LRFD
Loading HL-93
Concrete Class "B" (3,500 p.s.i.)

NO.	DATE	DESCRIPTION	BY
WINGWALL DETAILS			
NORTH 28TH AVE BRIDGE REPLACEMENT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: NMC		Checked by: NMC	
Date: 11-30-2021		Scale: NONE	
Drawing No.: 12228		Sheet No. 11	

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BAR LISTS FOR WINGS, FOOTING, PARAPET, APRON & AUXILIARY SLAB											
BAR	SIZE	NO. REQ'D	DIM X	DIM Y	LENGTH	W10	#5	2	4'-4"	1'-6"	5'-10"
T1	#4	1			26'-1 1/2"	W11	#5	2	4'-8"	1'-6"	6'-2"
T2	#4	1			26'-10 1/2"	W12	#5	2	5'-0"	1'-6"	6'-6"
T3	#4	1			27'-7 1/2"	W13	#5	2	5'-3 1/2"	1'-6"	6'-9 1/2"
T4	#4	1			28'-4 1/2"	R1	#4	2	1'-5 1/2"	1'-6"	2'-11 1/2"
T5	#4	1			29'-1 1/2"	R2	#4	2	1'-9"	1'-6"	3'-3"
T6	#4	1			29'-10 1/2"	R3	#4	2	2'-1"	1'-6"	3'-7"
T7	#4	1			30'-7 1/2"	R4	#4	2	2'-5"	1'-6"	3'-11"
T8	#4	1			31'-4 1/2"	R5	#4	2	2'-9"	1'-6"	4'-3"
T9	#4	1			32'-2"	R6	#4	2	3'-0 1/2"	1'-6"	4'-6 1/2"
T10	#4	1			32'-11"	R7	#4	2	3'-4 1/2"	1'-6"	4'-10 1/2"
T11	#4	1			33'-8"	R8	#4	2	3'-8 1/2"	1'-6"	5'-2 1/2"
T12	#4	3			28'-11 1/2"	R9	#4	2	4'-0"	1'-6"	5'-6"
V1	#4	26	11'-4"	1'-8"	13'-0"	R10	#4	2	4'-4"	1'-6"	5'-10"
V2	#4	2	10'-2"	1'-8"	11'-10"	R11	#4	2	4'-8"	1'-6"	6'-2"
V3	#4	2	7'-5"	1'-8"	9'-1"	R12	#4	2	5'-0"	1'-6"	6'-6"
V4	#4	2	4'-3"	1'-8"	5'-11"	R13	#4	2	5'-3 1/2"	1'-6"	6'-9 1/2"
FT1	#5	24			5'-5"	Y1	#4	4			4'-4"
FT2	#5	2			2'-6 1/2"	Y2	#4	4			7'-4 1/2"
FL	#4	12			11'-10"	Y3	#4	4			10'-5"
W1	#5	2	1'-5 1/2"	1'-6"	2'-11 1/2"	Y4	#4	4			11'-9"
W2	#5	2	1'-9"	1'-6"	3'-3"	F	#4	4			12'-4 1/2"
W3	#5	2	2'-1"	1'-6"	3'-7"	N	#4	24	1'-8"	0'-4"	2'-4"
W4	#5	2	2'-5"	1'-6"	3'-11"	M	#4	2			22'-3 1/2"
W5	#5	2	2'-9"	1'-6"	4'-3"	K	#4	23	0'-6"	1'-3"	4'-0"
W6	#5	2	3'-0 1/2"	1'-6"	4'-6 1/2"	L	#4	4			21'-10"
W7	#5	2	3'-4 1/2"	1'-6"	4'-10 1/2"	Q	#7	10	2'-10 1/2"	2'-10 1/2"	5'-9"
W8	#5	2	3'-8 1/2"	1'-6"	5'-2 1/2"	QS	#4	2			4'-9"
W9	#5	2	4'-0"	1'-6"	5'-6"						

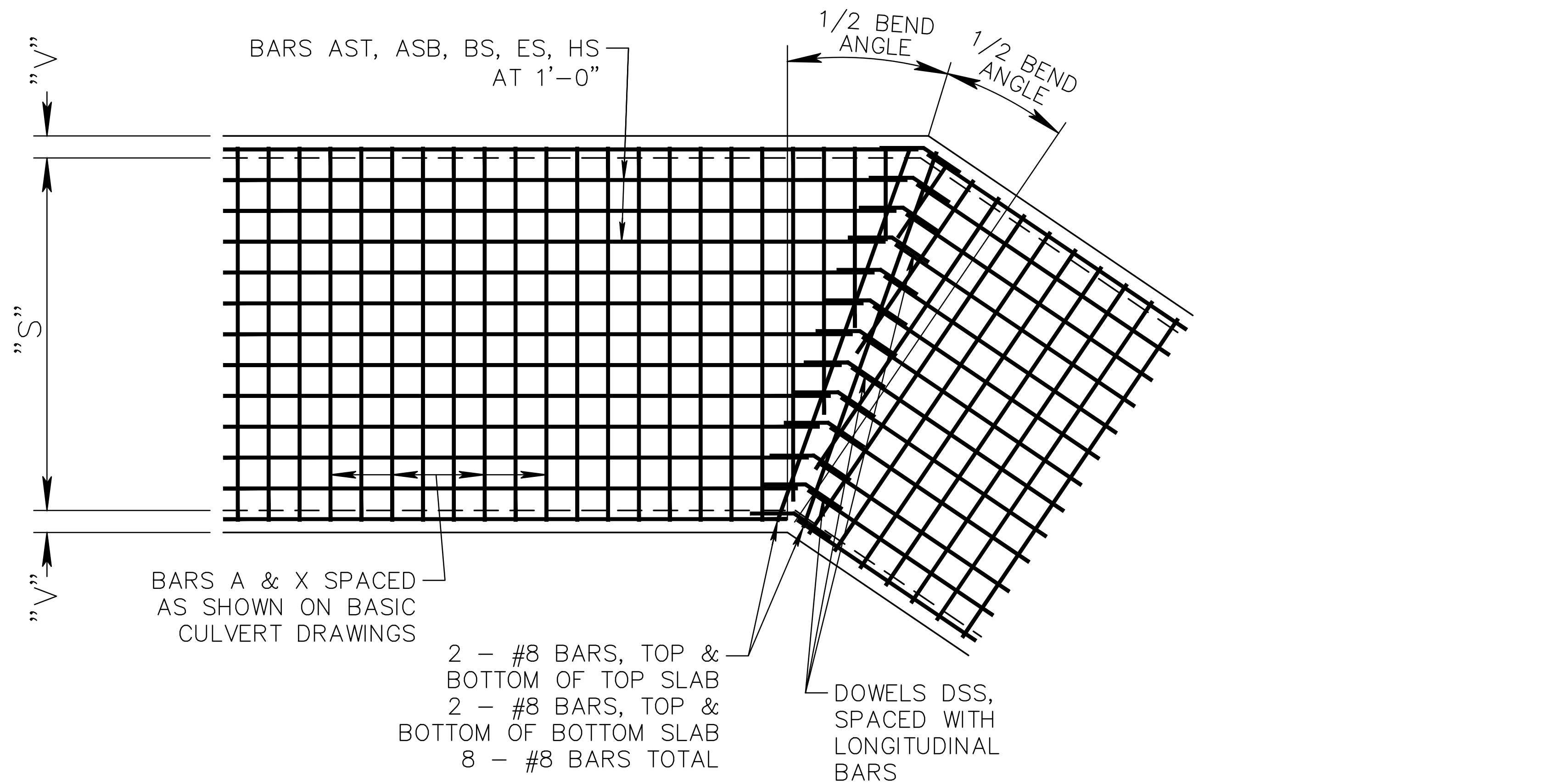


BAR BENDING DETAILS
Dimensions are out to out

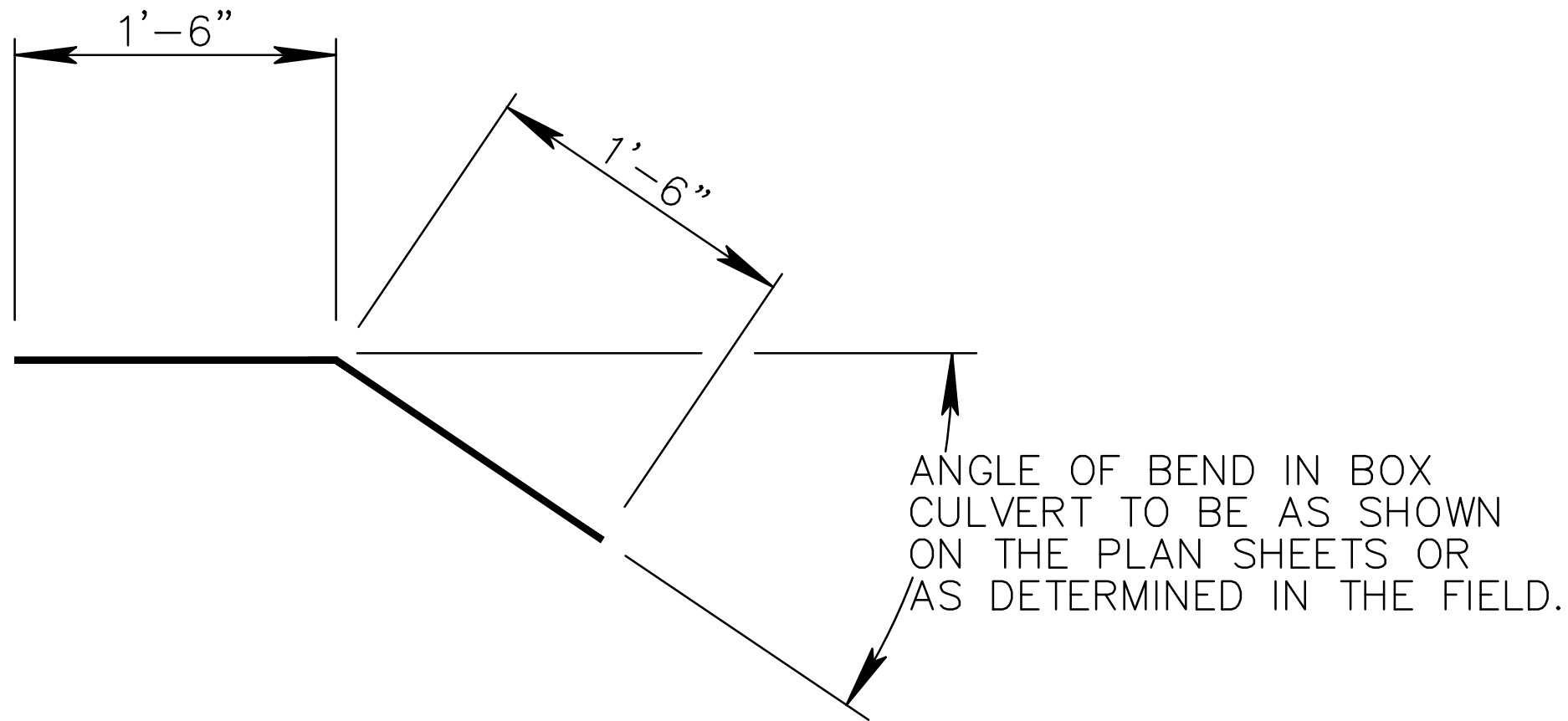
BAR LISTS FOR UPSTREAM BRUSH BARRIER					
BAR	SIZE	NO. REQ'D	DIM X	DIM Y	LENGTH
D	#7	3			5'-4"
DS	#4	1			4'-9"
J1	#5	1	4'-3 1/2"	1'-0"	5'-3 1/2"
J2	#5	1	3'-10"	1'-0"	4'-10"
J3	#5	1	3'-4"	1'-0"	4'-4"
J4	#5	1	2'-10 1/2"	1'-0"	3'-10 1/2"
J5	#5	1	2'-5"	1'-0"	3'-5"
J6	#5	1	1'-11"	1'-0"	2'-11"
J7	#5	1	1'-5 1/2"	1'-0"	2'-5 1/2"
J8	#5	1	1'-0"	1'-0"	2'-0"
YD1	#5	1			4'-3 1/2"
YD2	#5	1			6'-3 1/2"
FD	#4	1			7'-5 1/2"

NO.	DATE	DESCRIPTION	BY
WINGWALL DETAILS			
NORTH 28TH AVE BRIDGE REPLACEMENT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: NMC		Checked by: NMC	
Date: 11-30-2021		Scale: NONE	
Drawing No.: 12228		Sheet No. ____ 12 ____	

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PLAN OF BARREL – SINGLE CELL
SHOWING CONCRETE DIMENSIONS
AND REINFORCING IN TOP SLAB.
(BOTTOM SLAB IS SIMILAR)



DETAIL OF DOWELS DSS – #4

BOX BEND STEEL

SHEET NO.	STATION	SIZE	ANGLE OF BEND	*NO. OF DOWELS DSS–#4	NO. & LENGTH OF #8 BARS	EST. REINF. STEEL (LBS)
8	18+98.15	DBL. 10'x4'	38°27'49"	120	8 x 22'–9 3/4"	728

- * SINGLE CELL
NO. OF DOWELS DSS = NO. OF BARS AST + BARS ASB + BARS BS
- * DOUBLE CELL
NO. OF DOWELS DSS = NO. OF BARS AST + BARS ASB + BARS BS + BARS ES + BARS HS

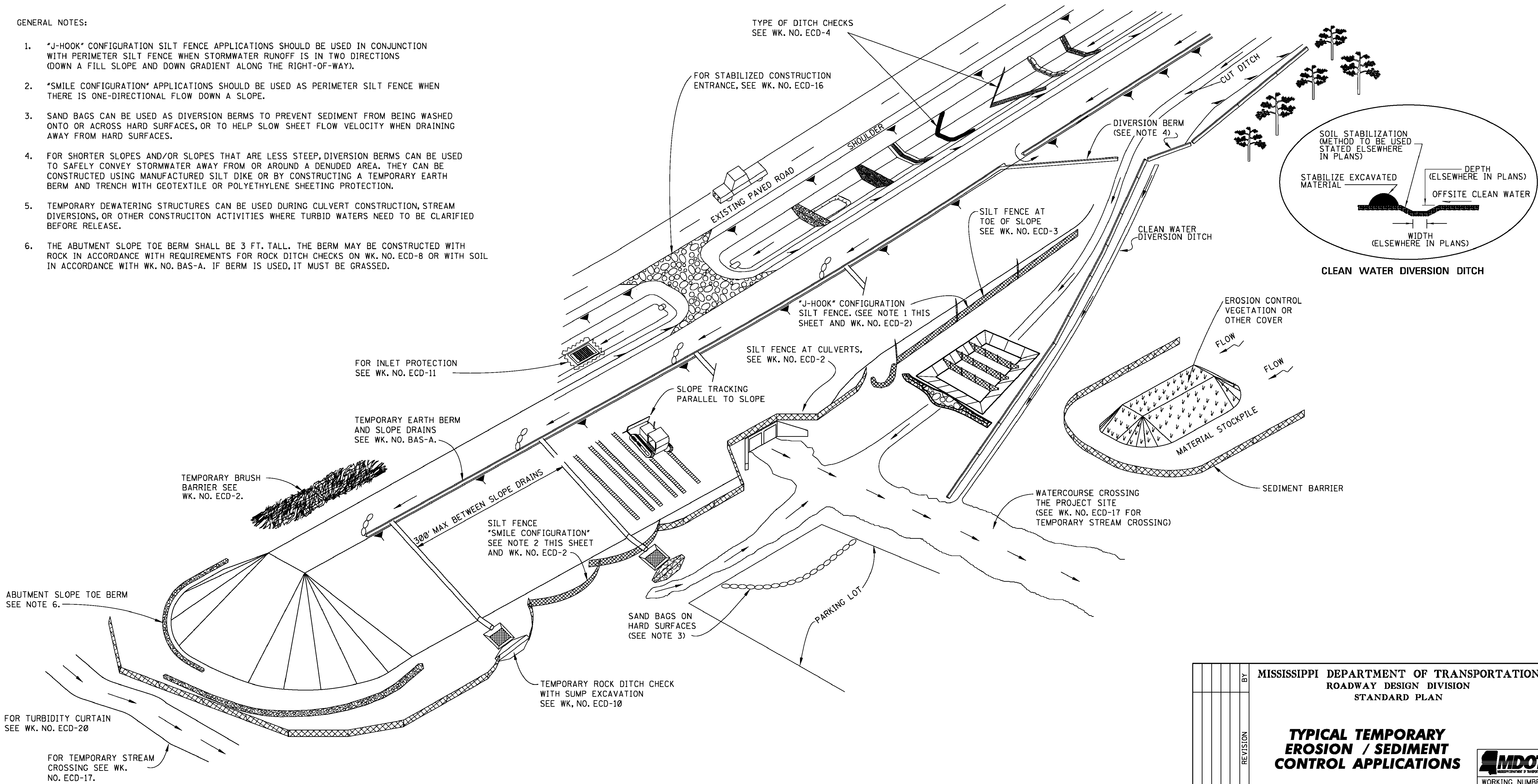
GENERAL NOTES

- THIS DRAWING IS SUPPLEMENTARY TO THE BASIC CULVERT DRAWINGS OF THE M.D.O.T. STANDARD DRAWING SERIES IBS AND IBD, AND SPECIAL DESIGN BARREL DETAIL SHEET.
- THE ANGLE OF BEND IN THE BOX CULVERT SHALL BE CHECKED IN THE FIELD BEFORE ORDERING REINFORCING STEEL
- THIS DRAWING IS FOR A SINGLE CELL CULVERT. DOUBLE CELL STRUCTURES ARE SIMILAR.

NO.	DATE	DESCRIPTION	BY
BOX BEND DETAIL			
NORTH 28TH AVE BRIDGE REPLACEMENT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: LAT		Checked by: NMC	
Date: 02–08–2022		Scale: NONE	
Drawing No.: 12228		Sheet No. ____ 13 ____	

GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



				MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
				BY			
				REVISION			
				DATE	ISSUE DATE: AUGUST 01, 2017		

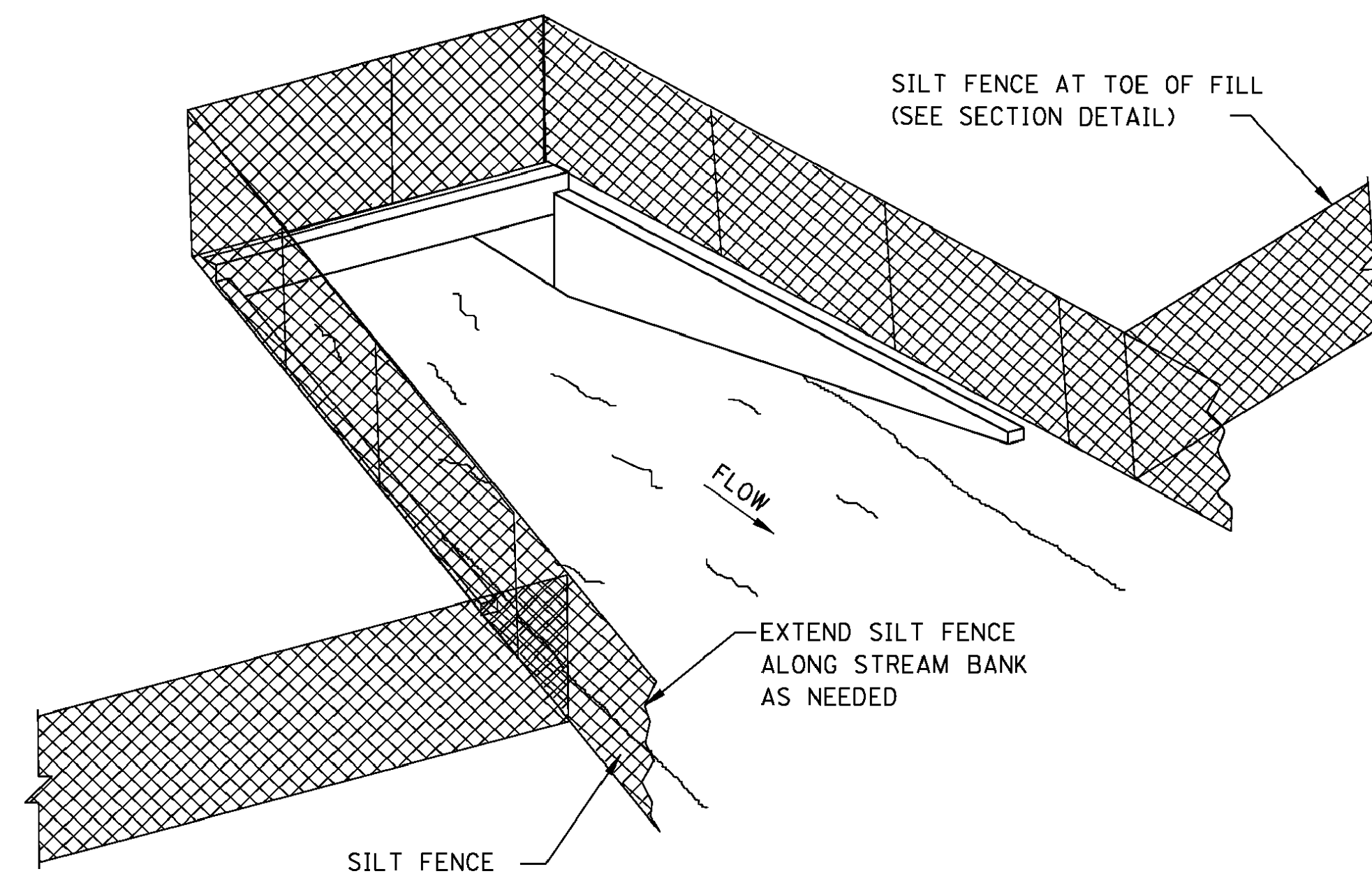
**TYPICAL TEMPORARY
EROSION / SEDIMENT
CONTROL APPLICATIONS**

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

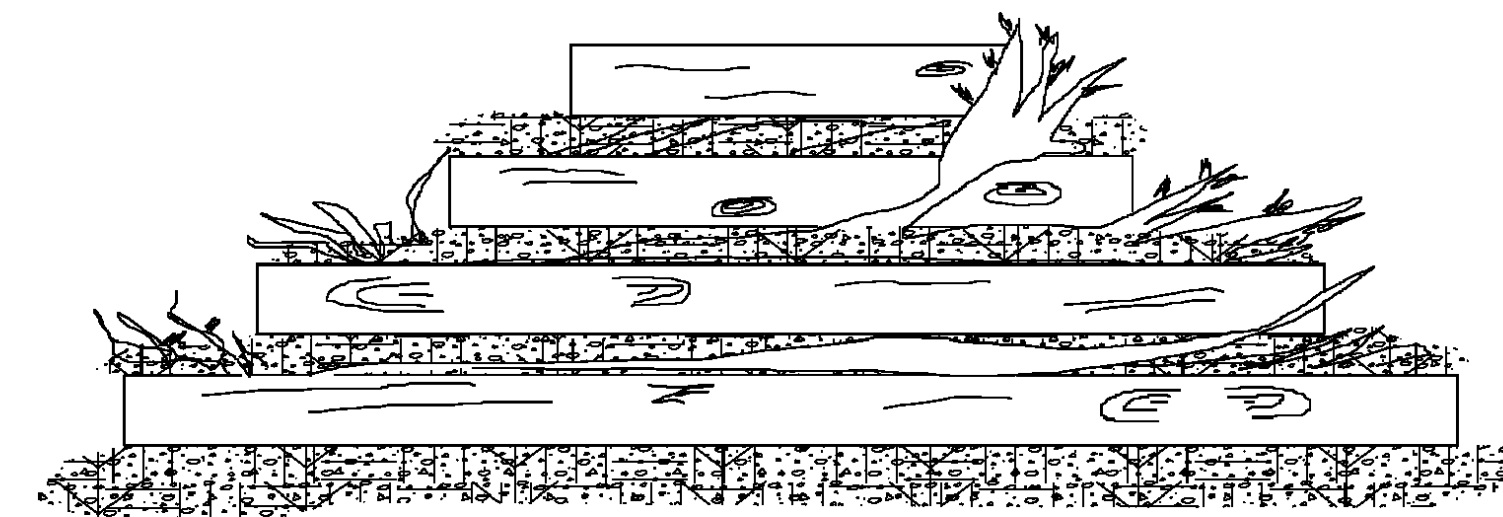
WORKING NUMBER
ECD-1

SHEET NUMBER
6101

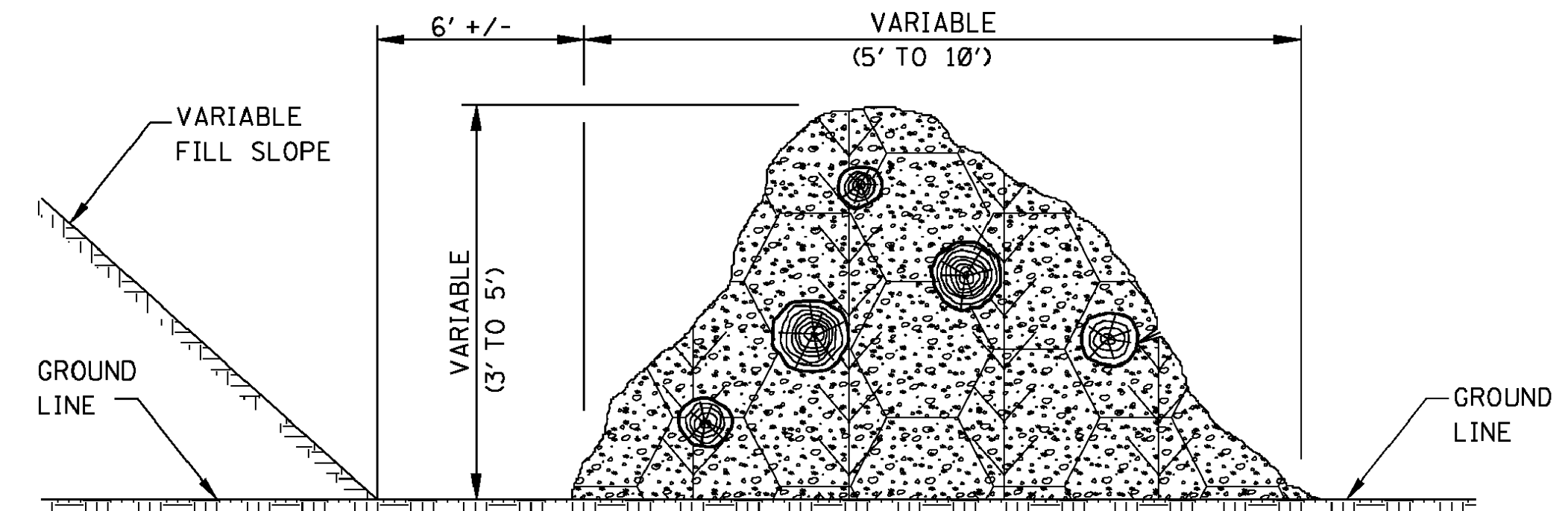
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



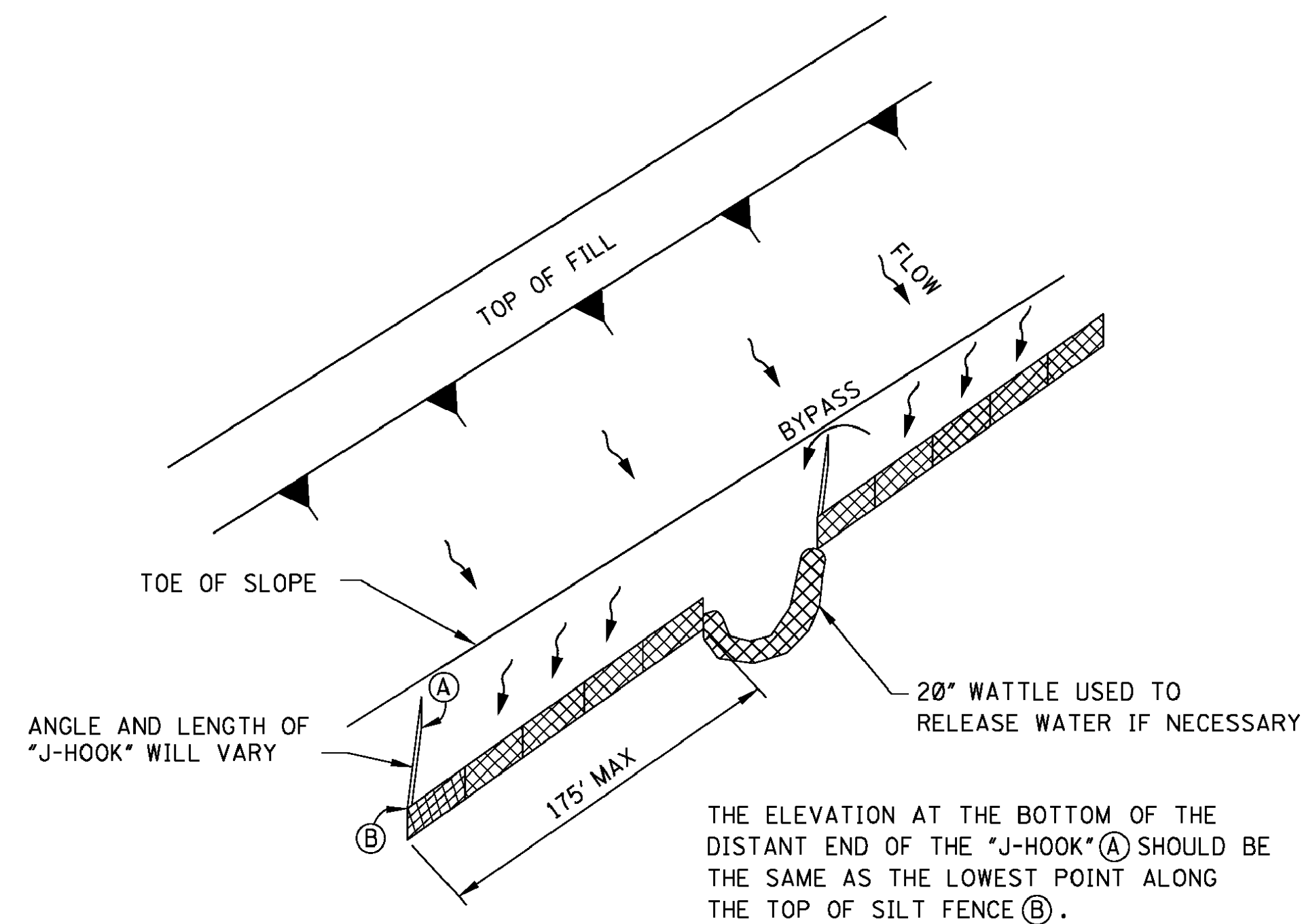
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

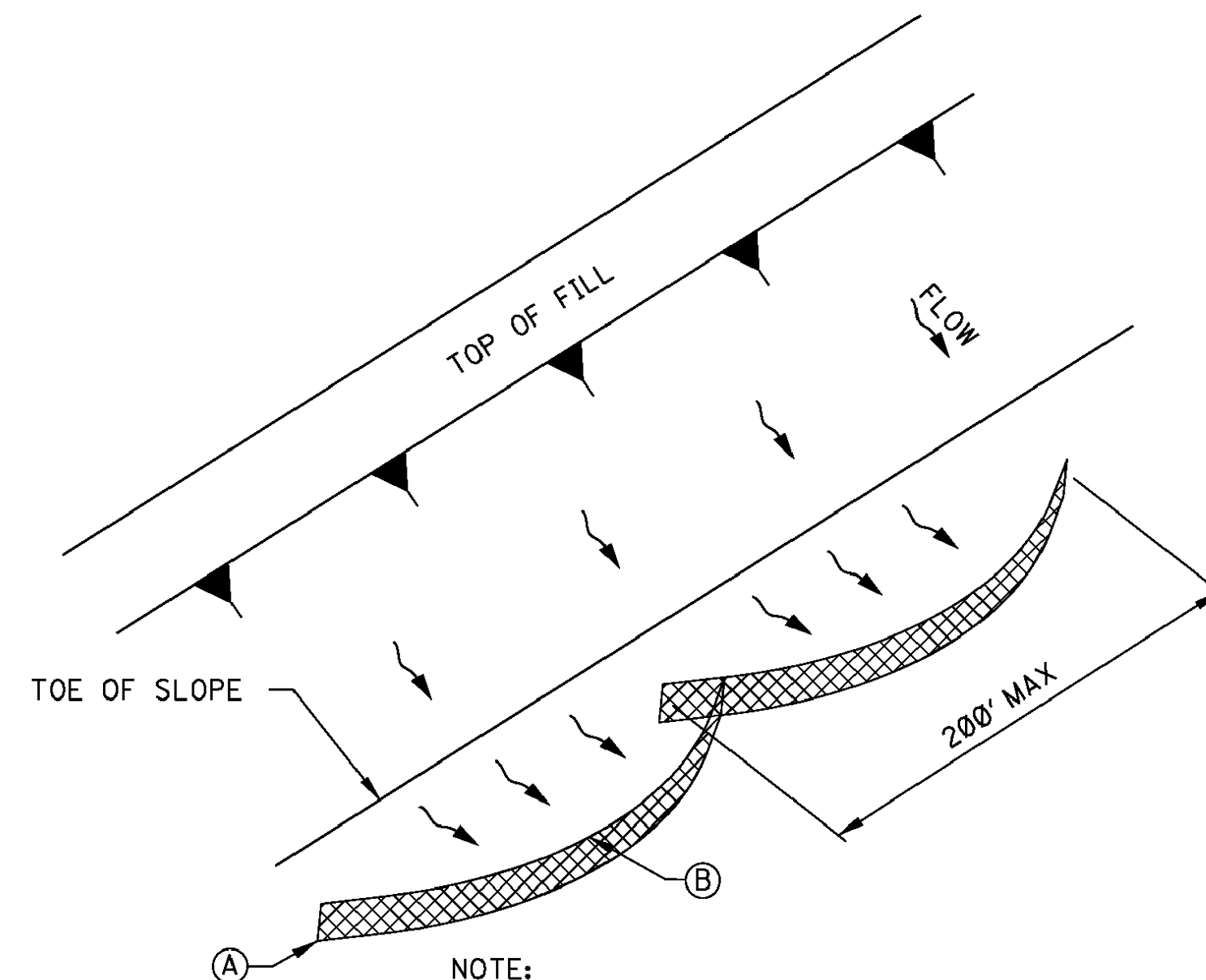
NOTES:

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 HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

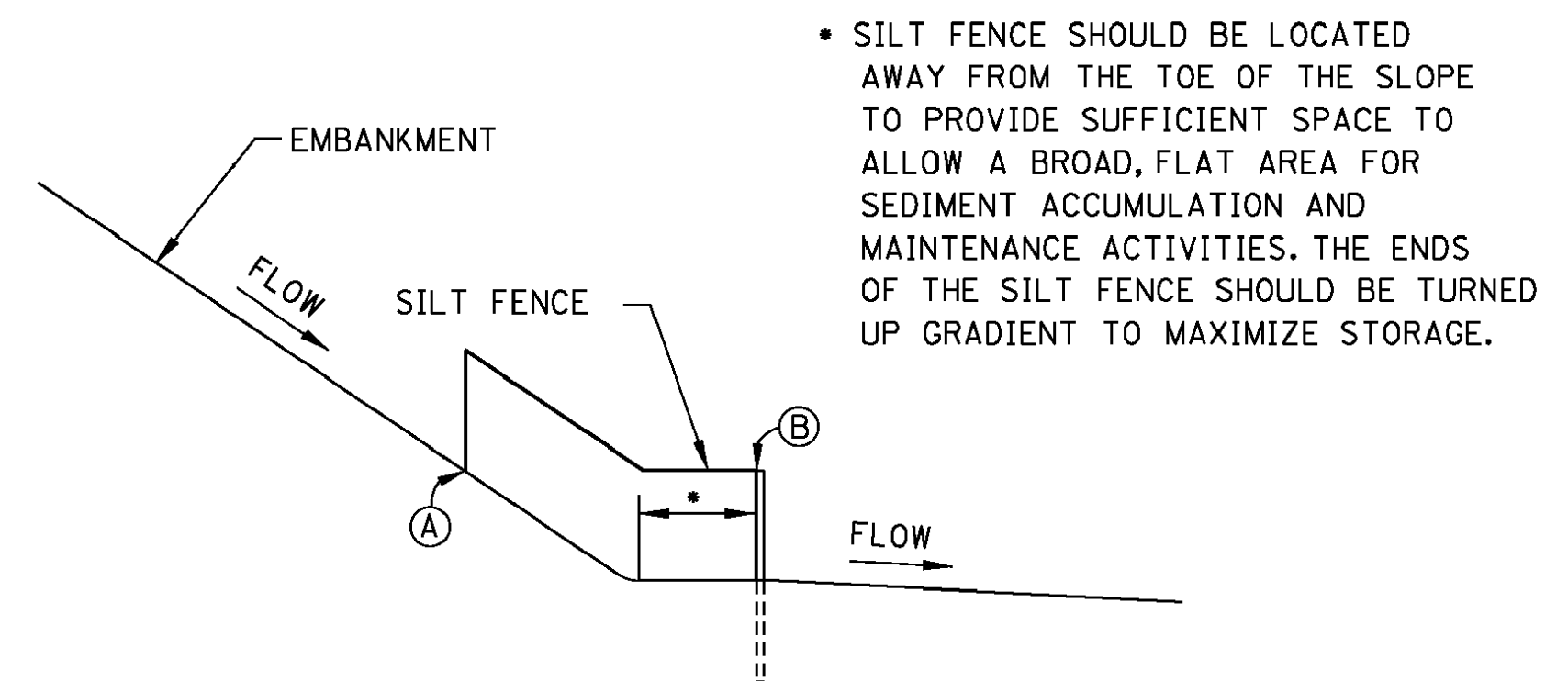
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION

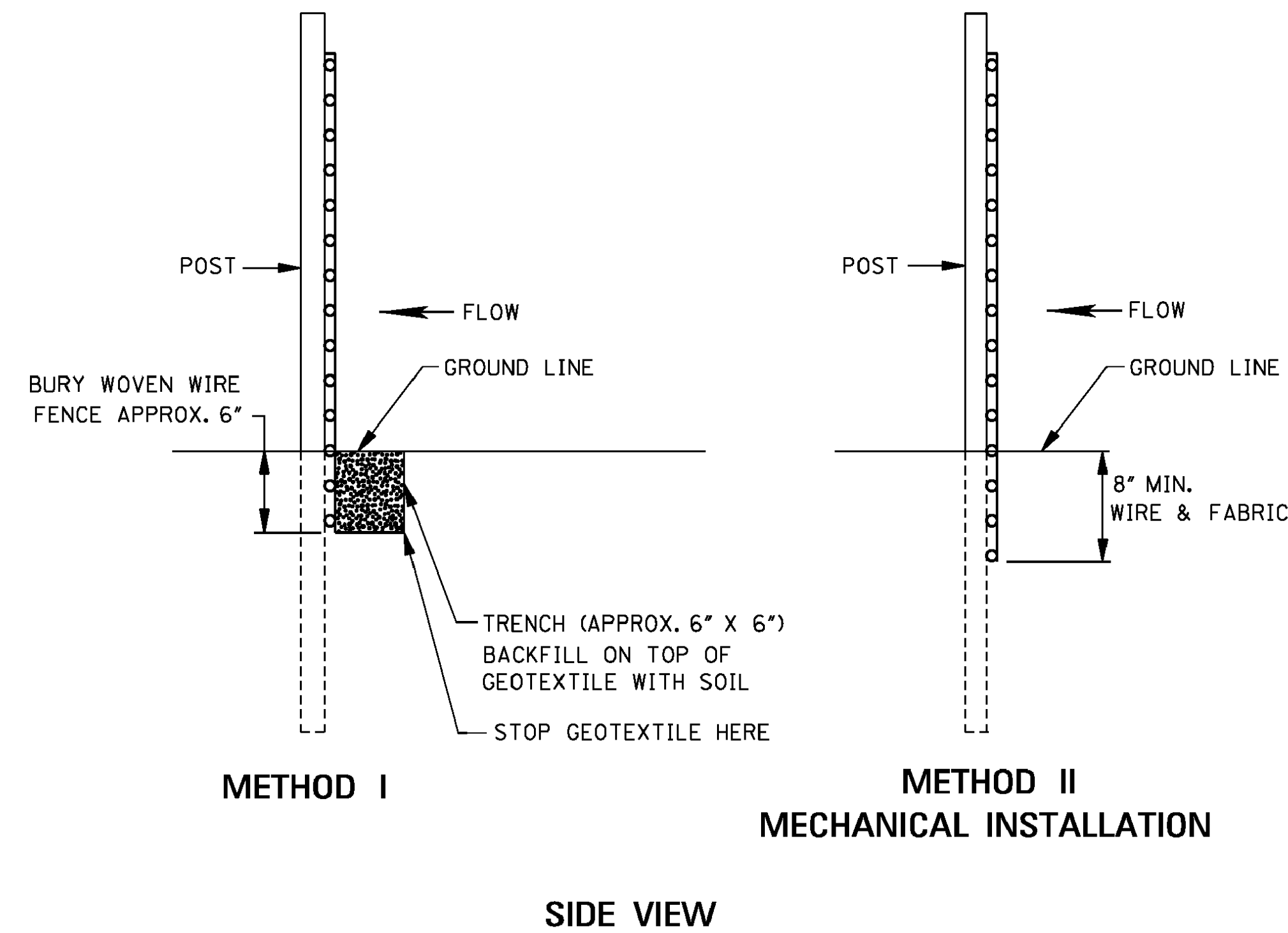
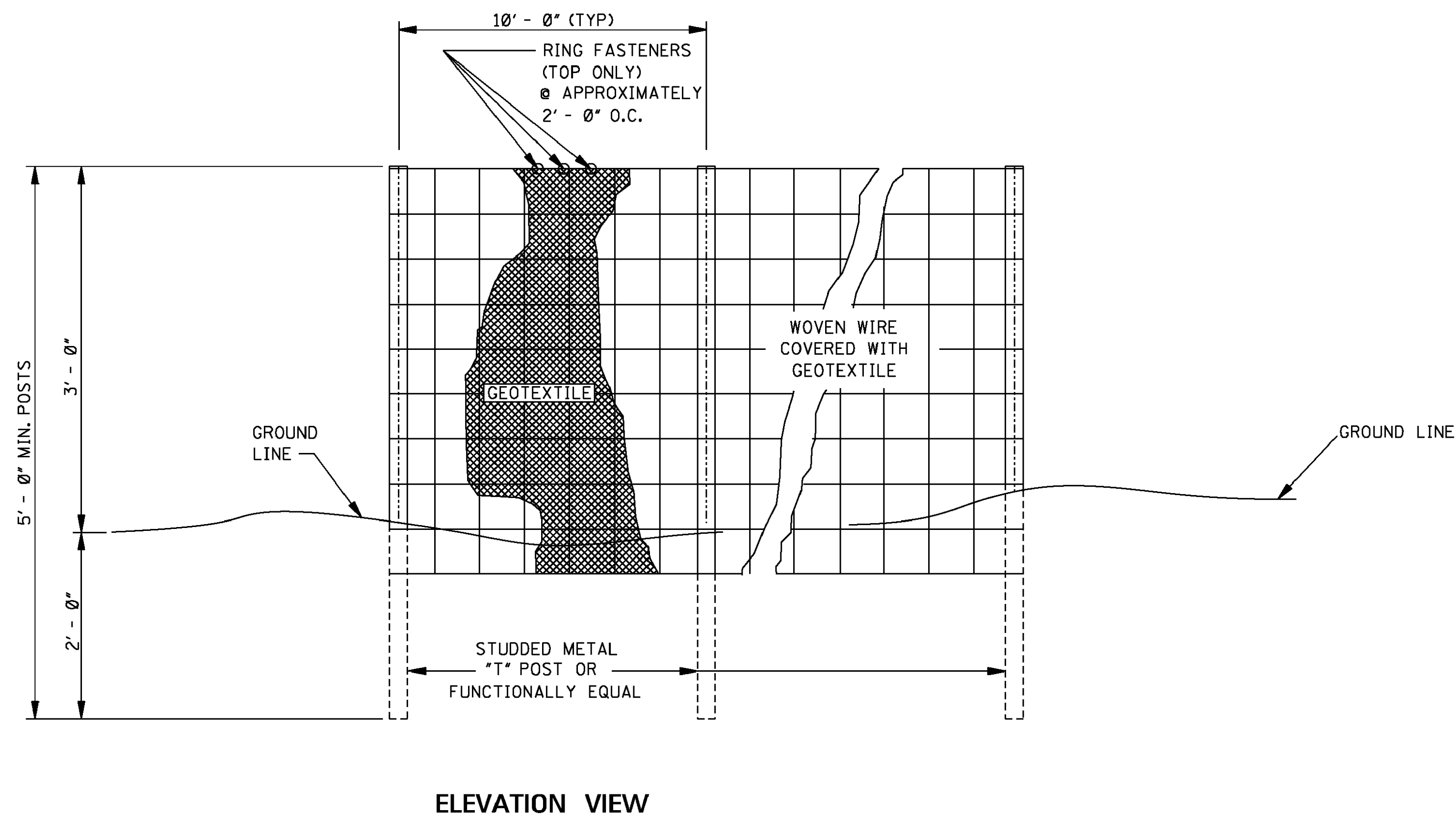


"SMILE-CONFIGURATION" SILT FENCE APPLICATION



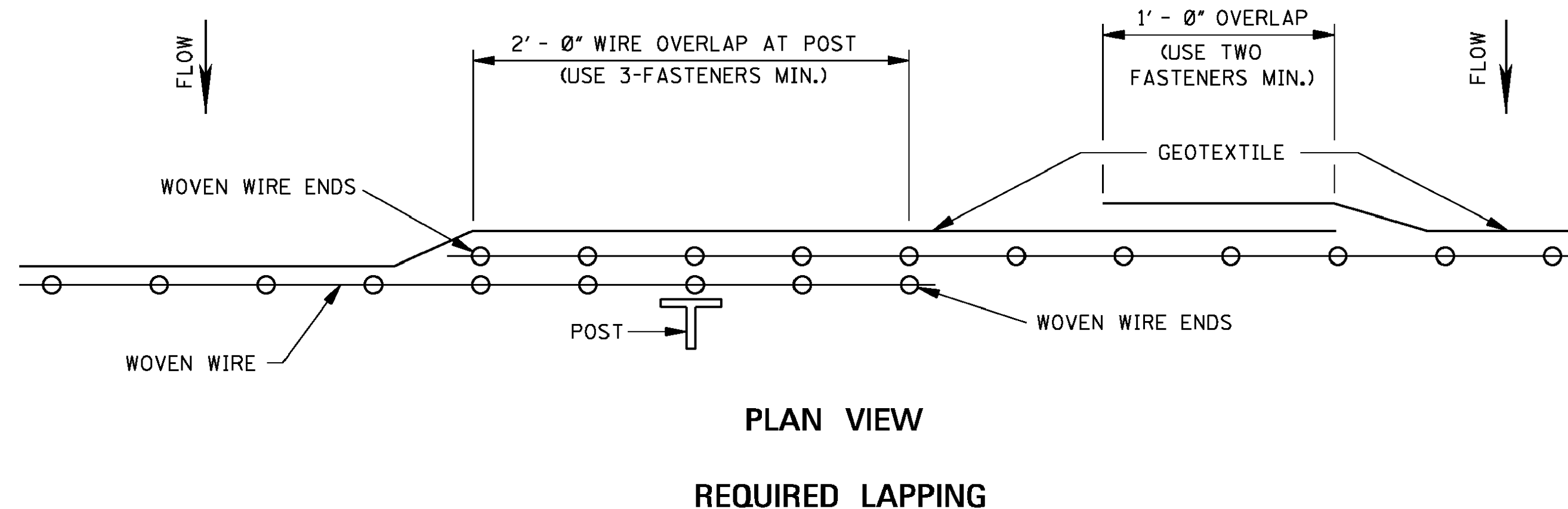
**SILT FENCE SECTION AT
TOE OF FILL**

[illegible]

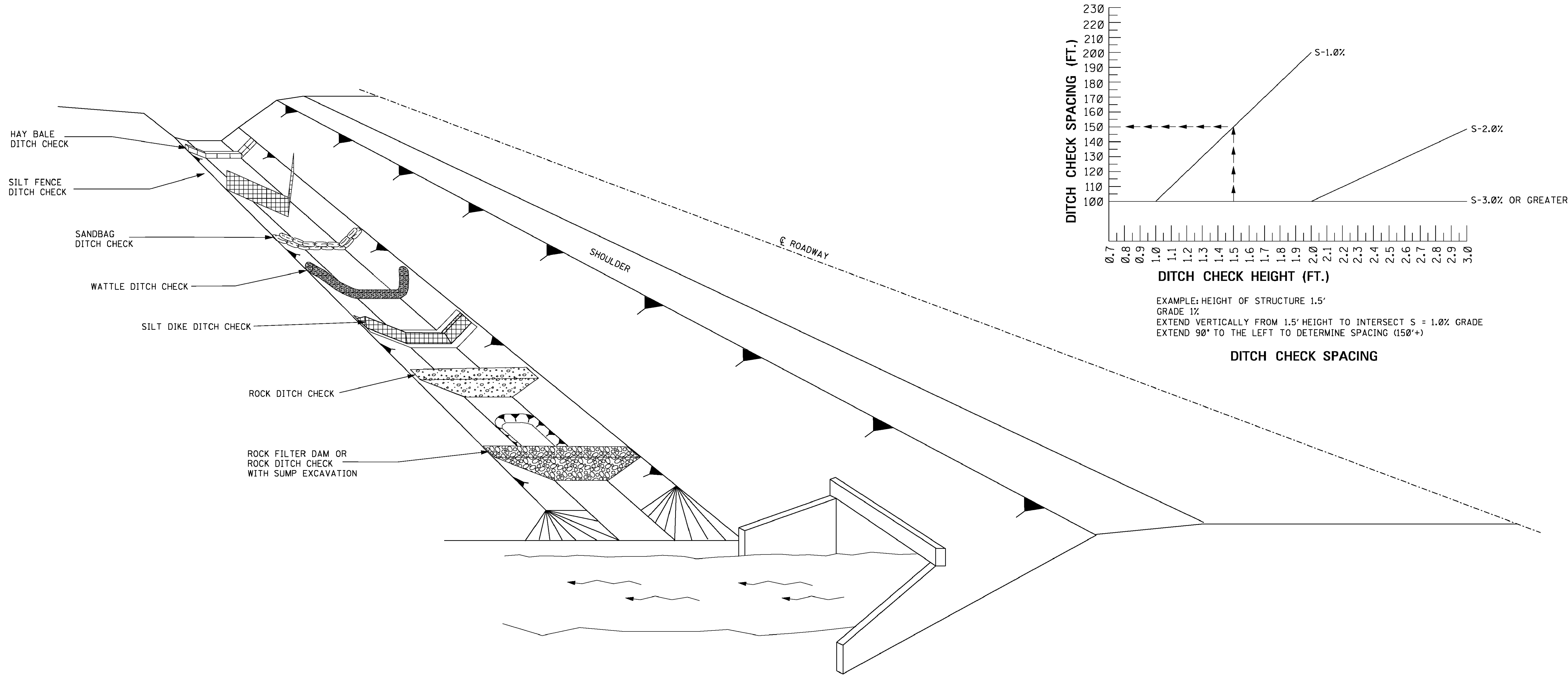


GENERAL NOTES:

- SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
- SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
- SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
- WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
- THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
- METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
- WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
- GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.



				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	
					DETAILS OF SILT FENCE INSTALLATION	
					MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
					WORKING NUMBER ECD-3	
					SHEET NUMBER 6103	

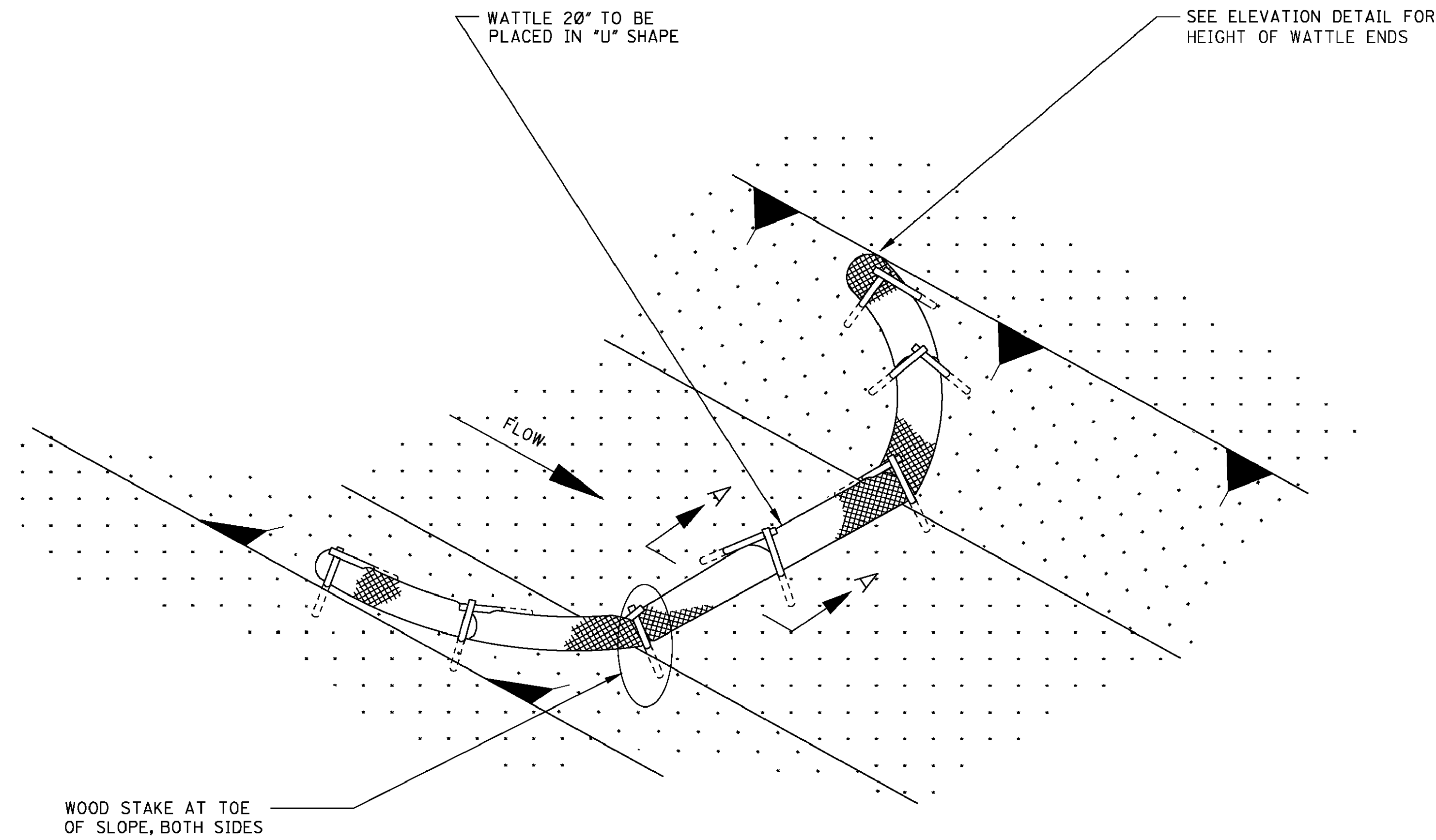


GENERAL NOTES:

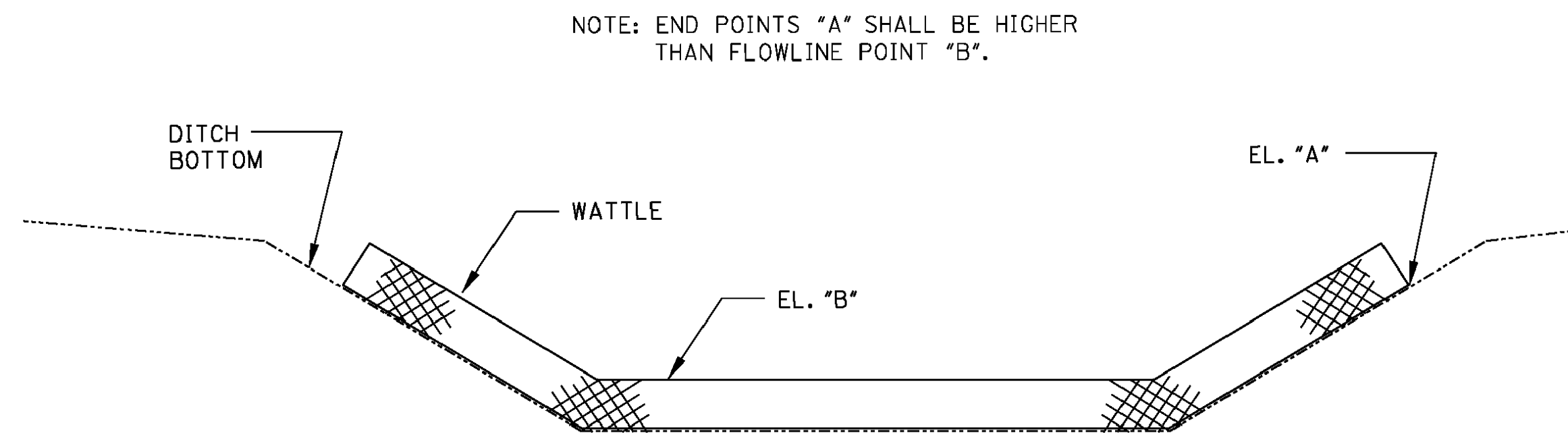
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE 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 $\frac{1}{2}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED, AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
				DATE	ISSUE DATE: AUGUST 01, 2017	 WORKING NUMBER ECD-4 SHEET NUMBER 6104

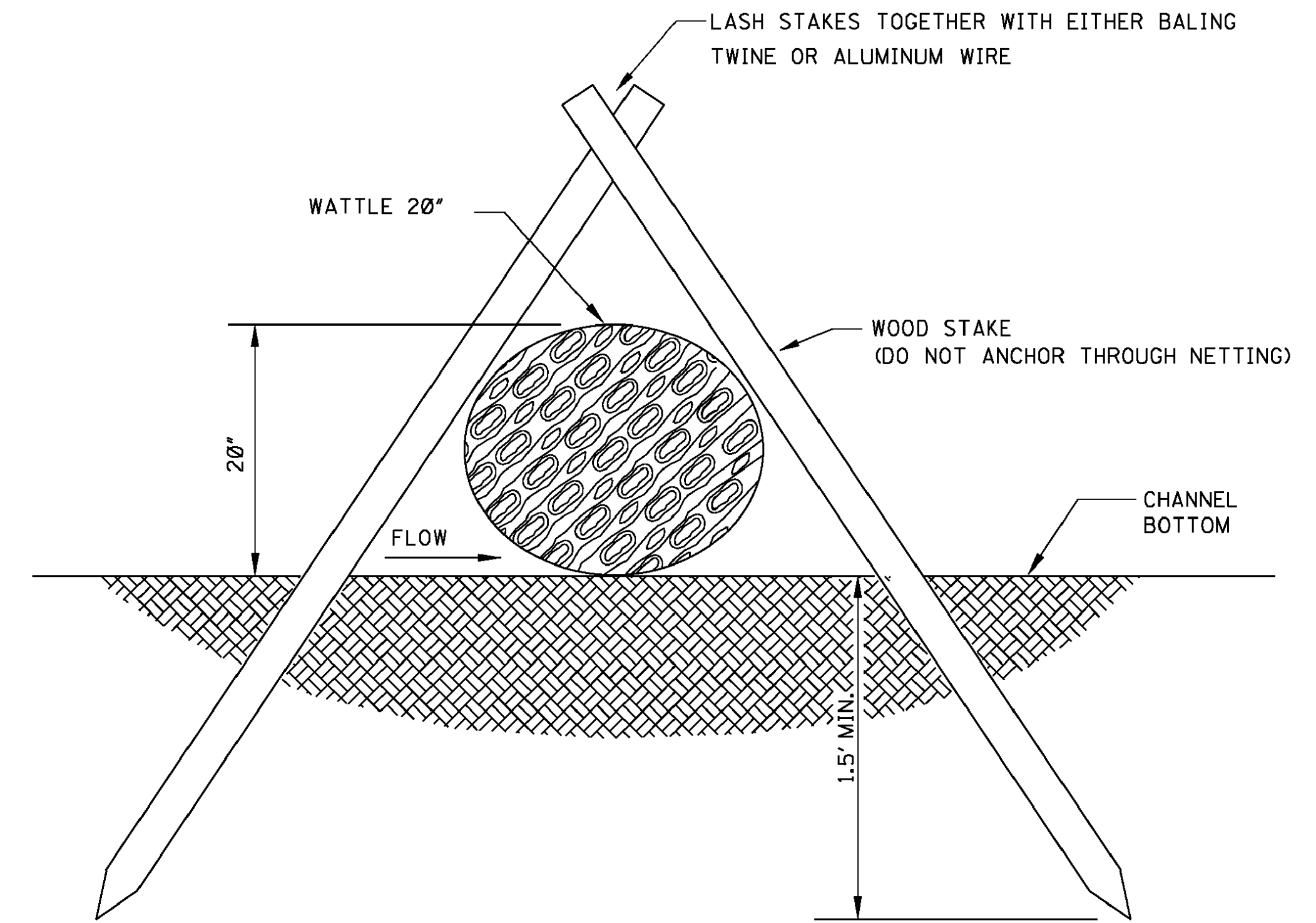
STATE	PROJECT NO.
MISS.	



DETAIL (DITCH CHECK)



ELEVATION DETAIL



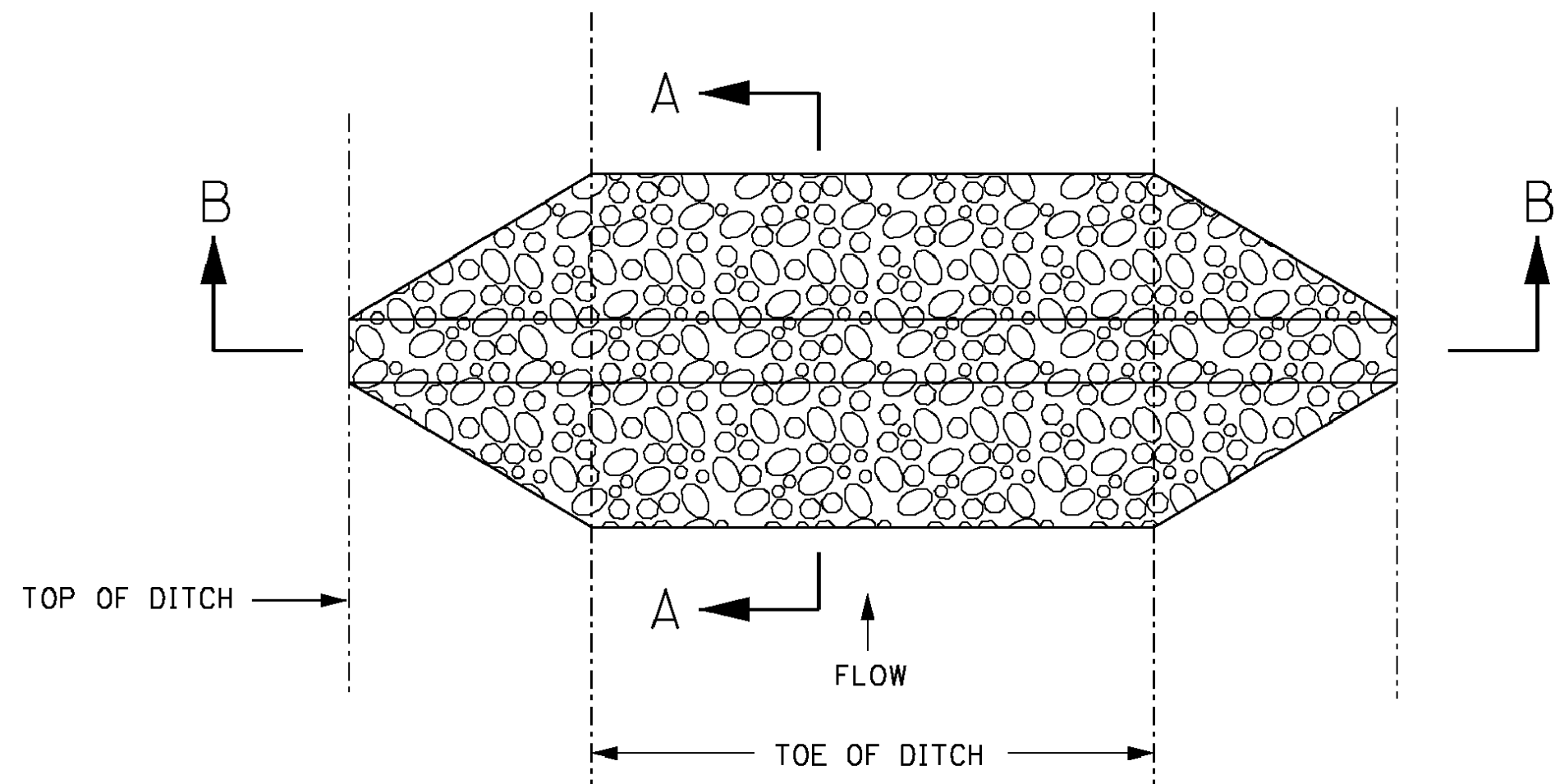
SECTION A-A

NOTES:

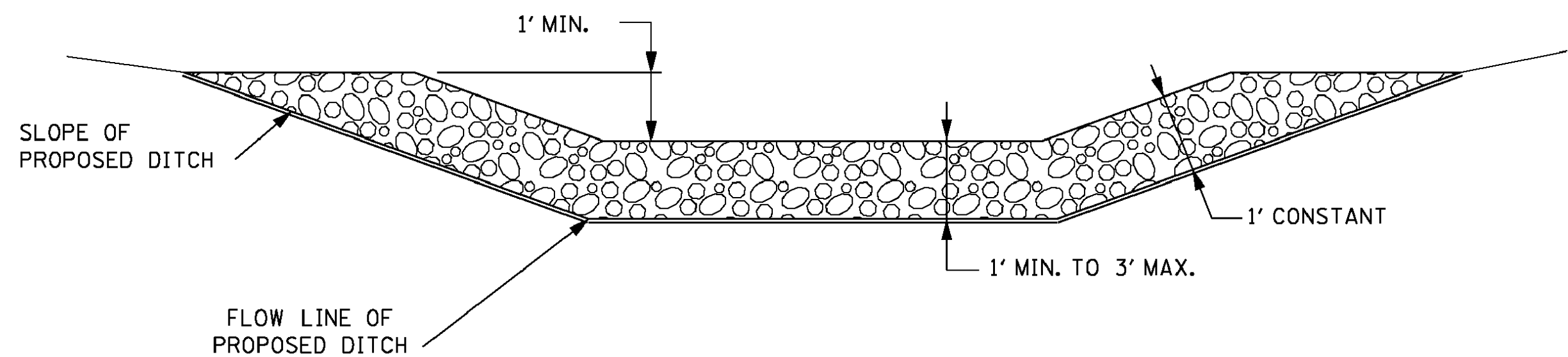
1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. 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 A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING 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 MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN <i>DETAILS OF EROSION CONTROL WATTLE DITCH CHECK</i>	 WORKING NUMBER ECD-6
			REVISION		
			DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>	

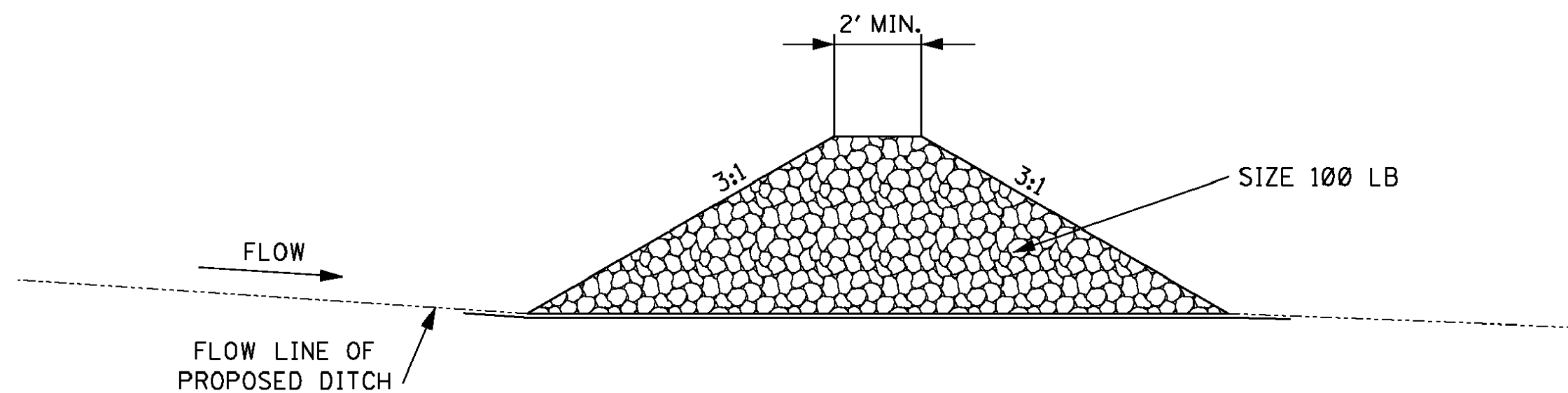
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PLAN VIEW
DETAIL FOR TRAPEZOIDAL DITCH

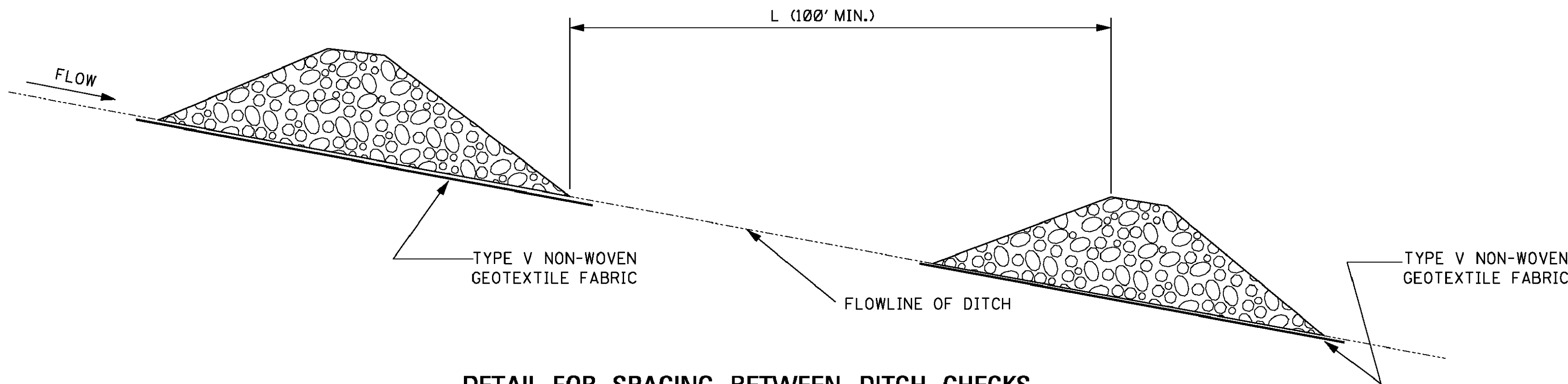


SECTION B-B



SECTION A-A

TEMPORARY ROCK DITCH CHECKS IN ROADSIDE DITCHES

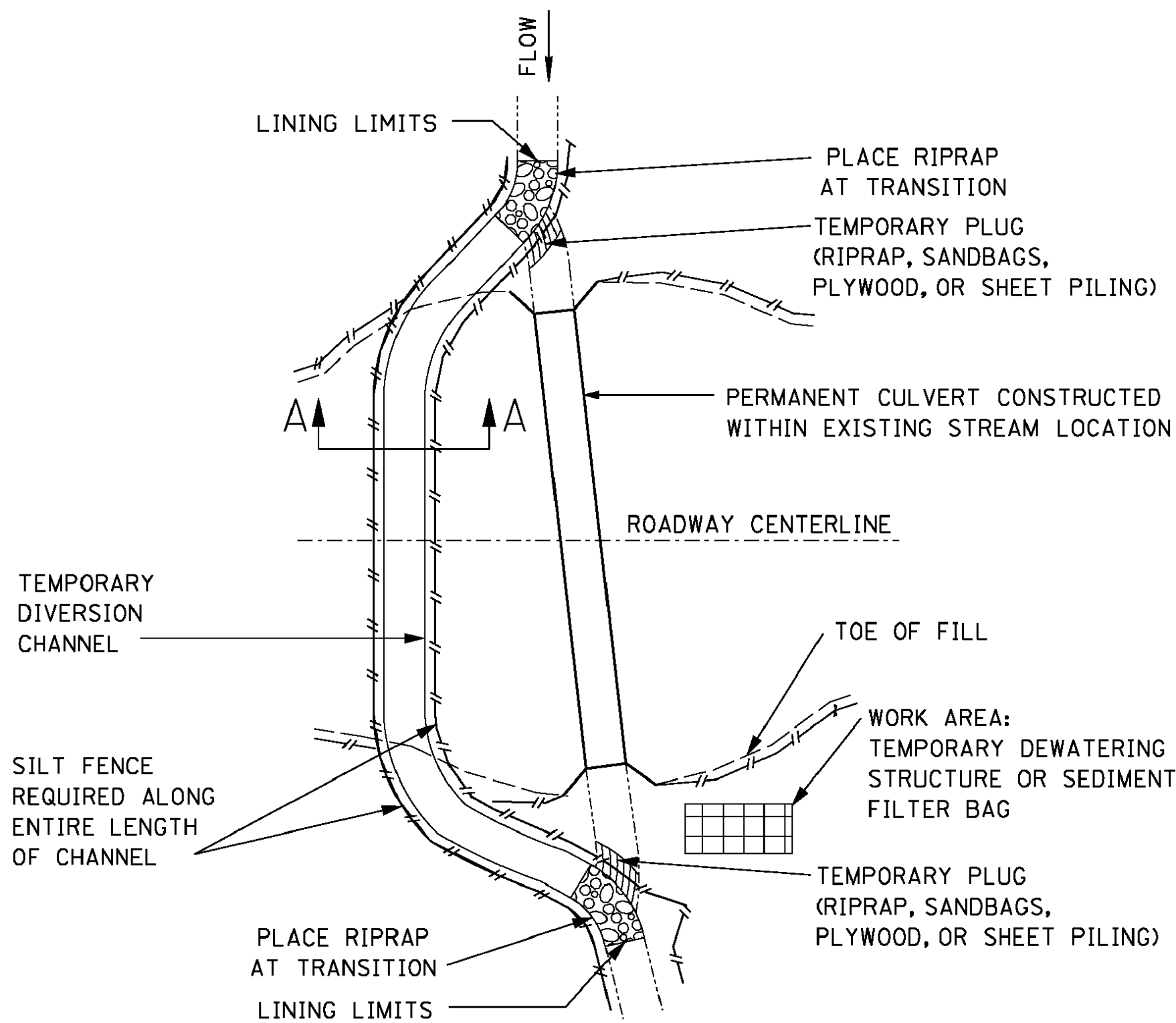


DETAIL FOR SPACING BETWEEN DITCH CHECKS

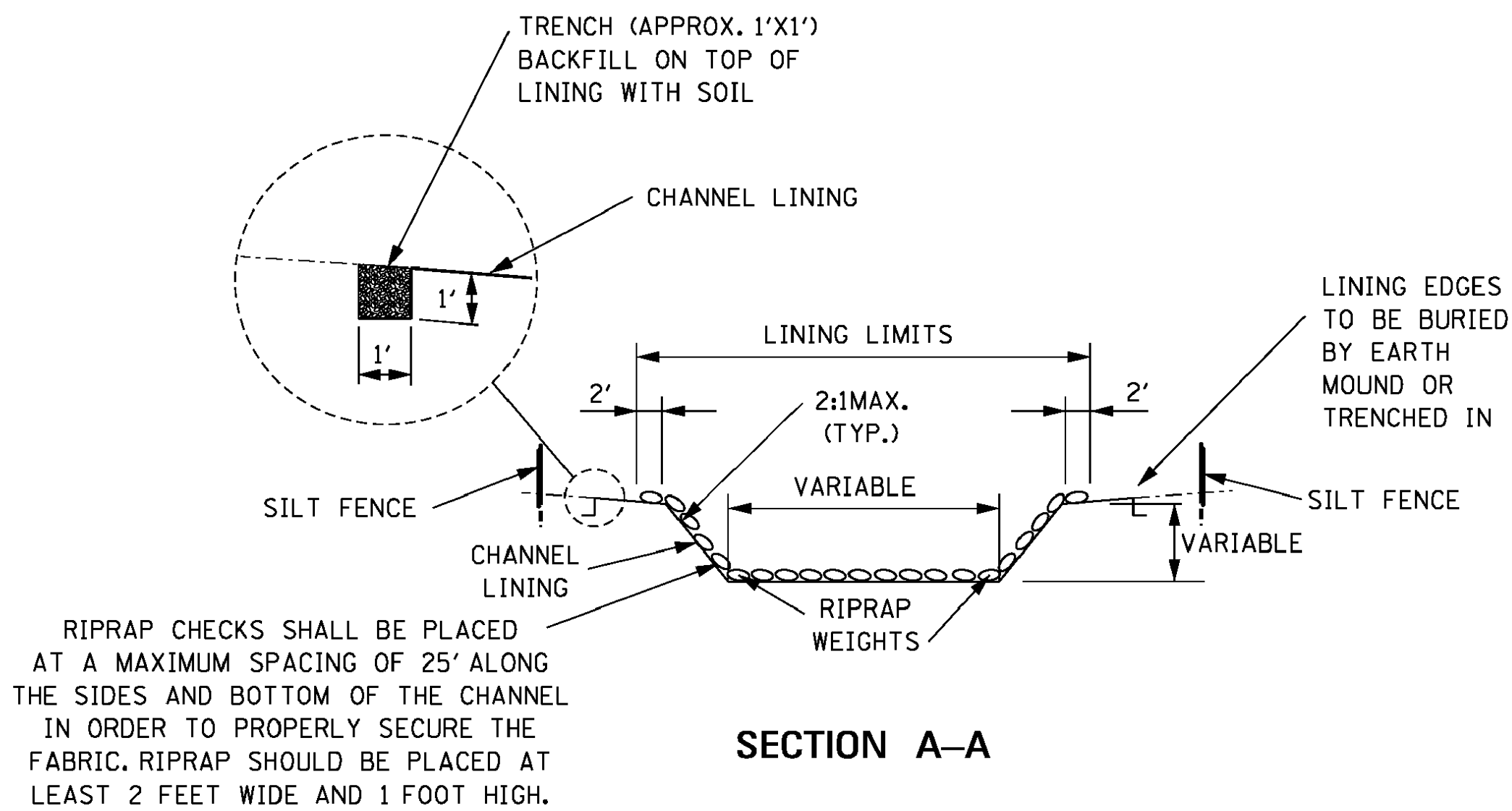
NOTES:

1. ROCK DITCH CHECKS SHOULD ONLY BE USED FOR REDUCING THE VELOCITY OF FLOWING WATER.
2. MINIMUM SPACING FOR ROCK DITCH CHECKS IS 100 FEET UNLESS OTHERWISE SHOWN ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ROCK DITCH CHECKS SHOULD ONLY BE USED UP-GRADIENT OF AND ALONG WITH ADDITIONAL DOWN-GRADIENT SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP'S).
4. THE COST OF FABRIC SHALL BE INCLUDED IN OTHER ITEMS BID.

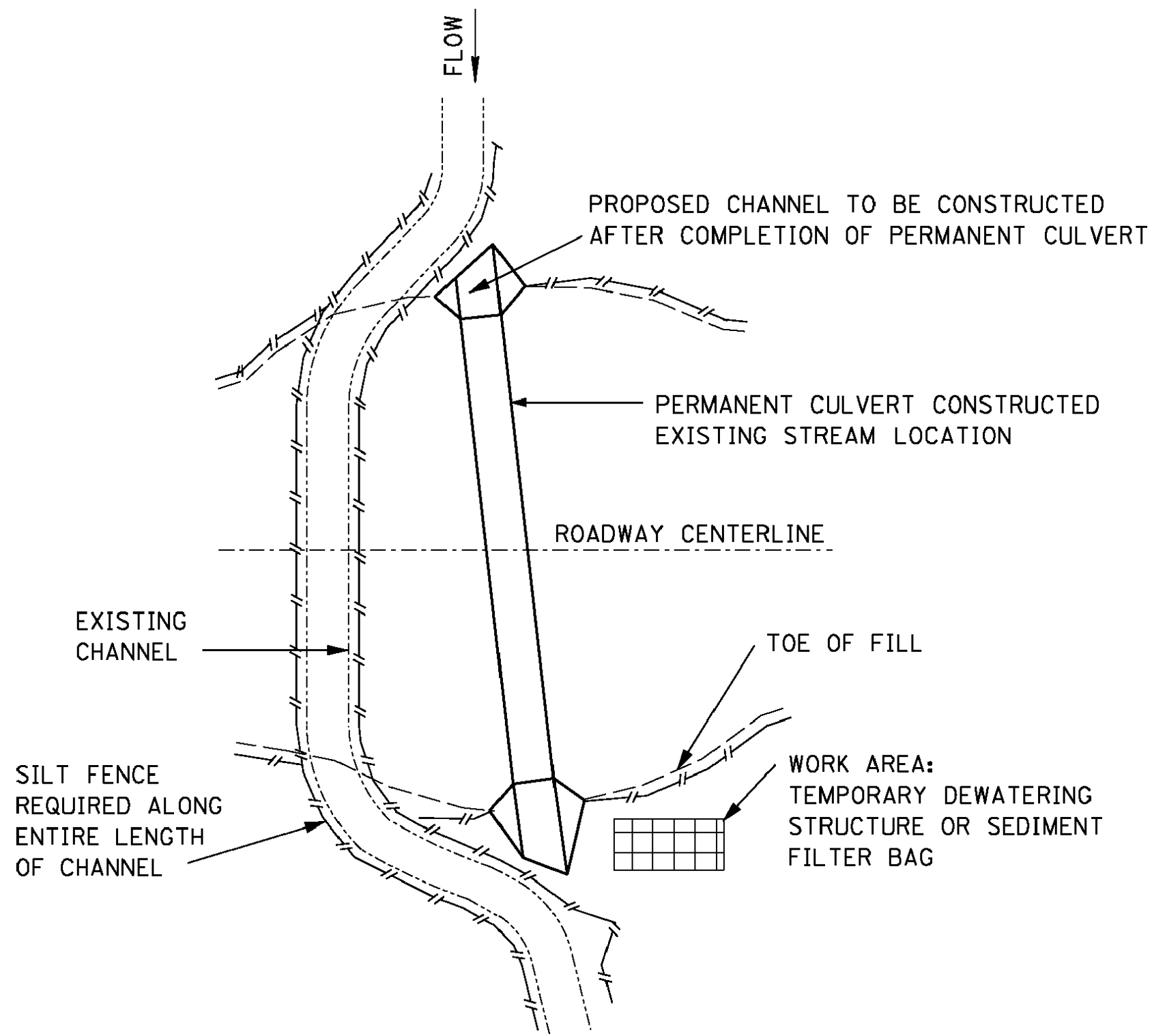
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	ROCK DITCH CHECK
				DATE	ISSUE DATE: AUGUST 01, 2017
					WORKING NUMBER ECD-8
					SHEET NUMBER 6108



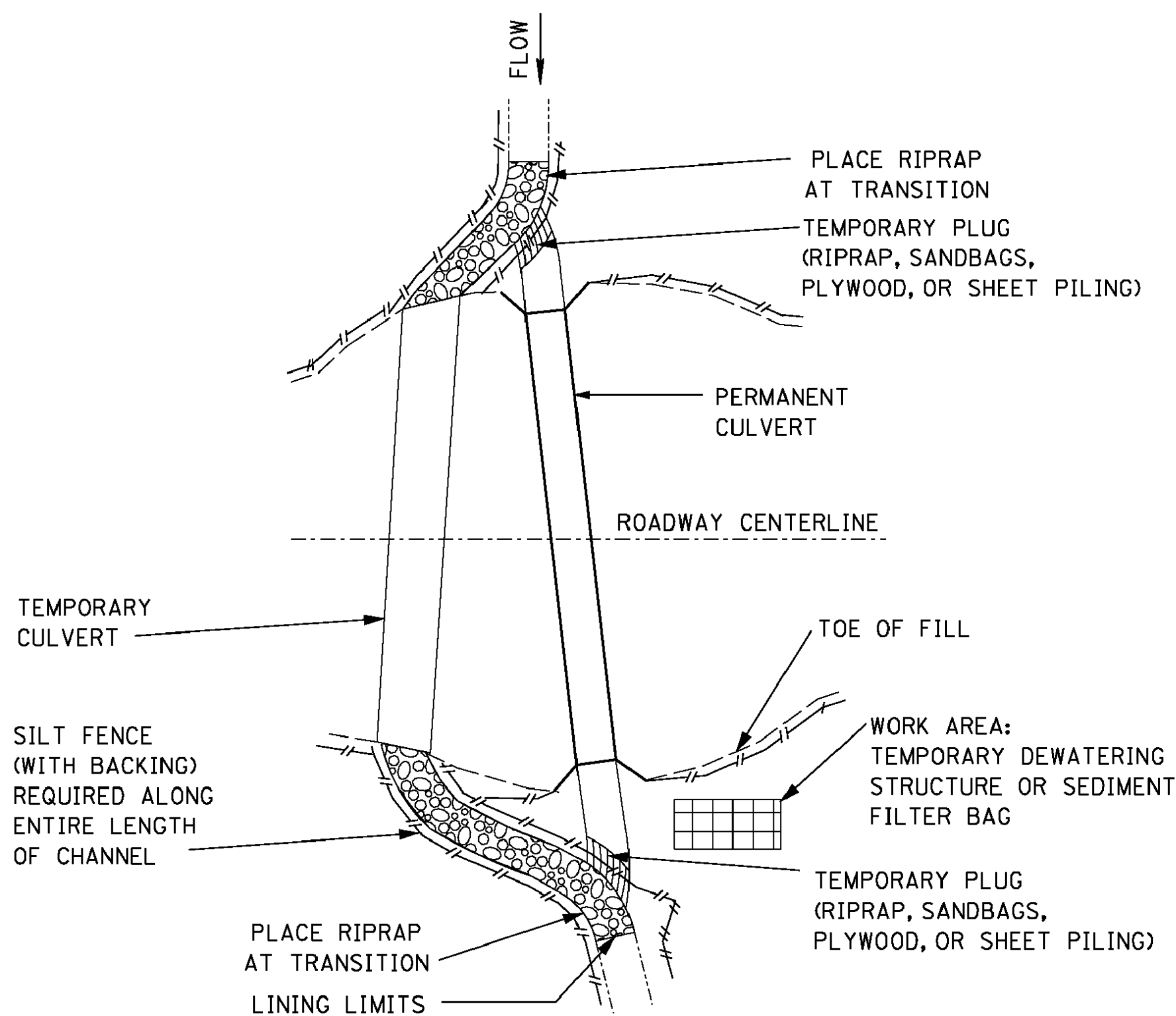
CULVERT CONSTRUCTED
WITHIN EXISTING STREAM



SECTION A-A
TEMPORARY DIVERSION CHANNEL
WITH GEOTEXTILE FABRIC



CULVERT CONSTRUCTED
OUTSIDE EXISTING STREAM



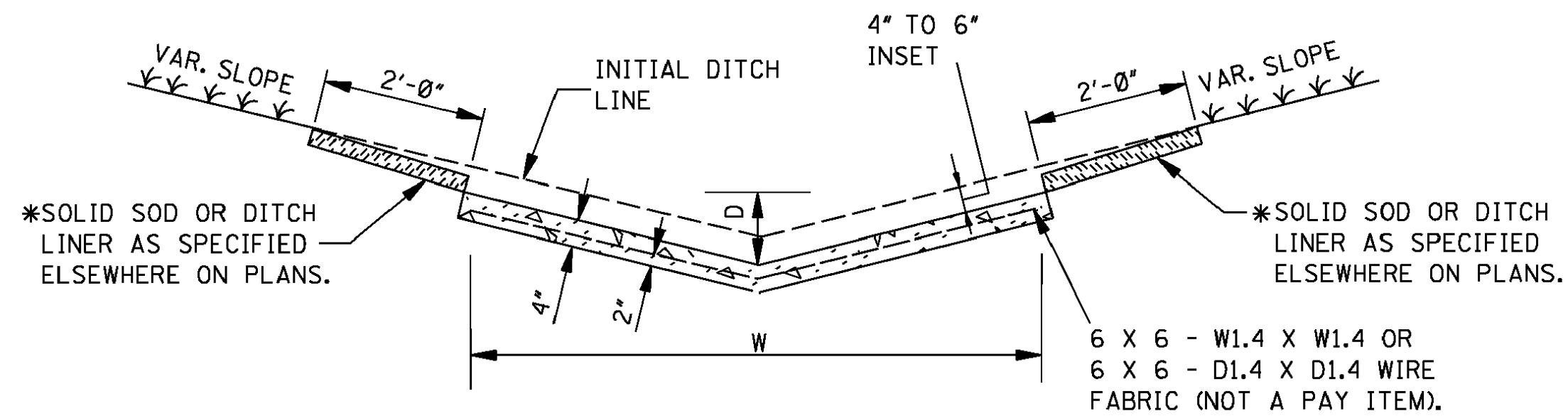
TEMPORARY CULVERT
USED DURING CONSTRUCTION

GENERAL NOTES:

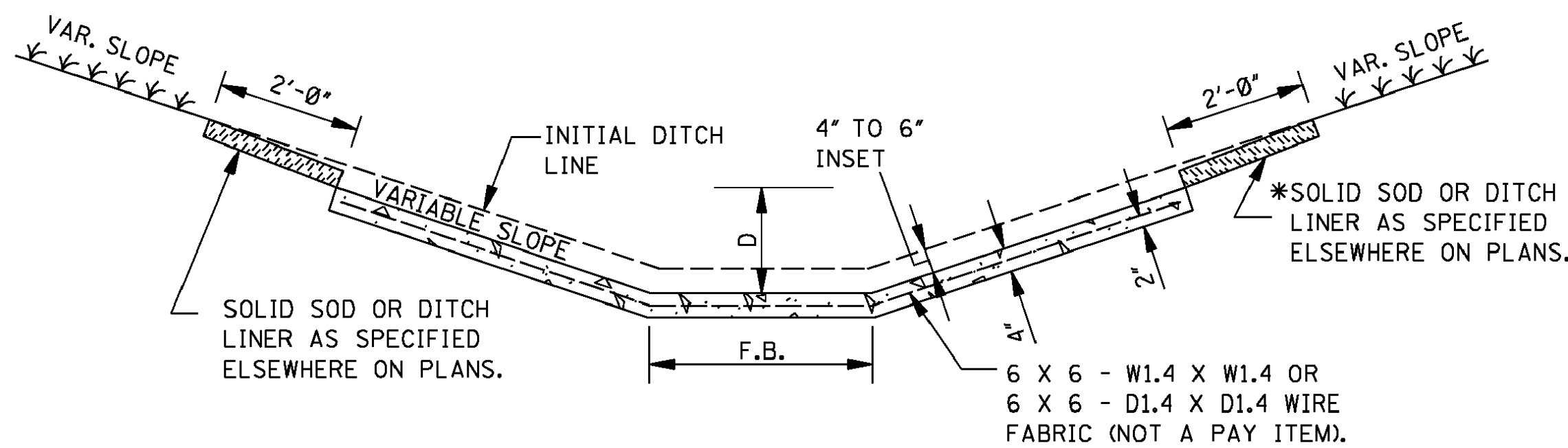
1. TEMPORARY DIVERSION CHANNELS MAY BE USED TO DIVERT NORMAL STREAM PATH FLOW FROM AN ERODIBLE AREA UNTIL SUCH AREAS CAN BE STABILIZED.
2. TYPE III FILTER FABRIC OR PRE-FAB DITCH LINER MAY BE USED FOR CHANNEL LINING.
3. RIPRAP WITH FILTER FABRIC MAY BE USED FOR CHANNEL FLOW VELOCITIES OF 3 FPS TO 9 FPS. THE RIPRAP SHALL BE SIZE 300 LB.
4. LOCATIONS OR TYPES OF TEMPORARY DIVERSIONS WILL NOT BE SHOWN ON THE PLANS.
5. DIVERSION CHANNEL SHALL BE STABILIZED AND INSPECTED BY THE ENGINEER BEFORE FLOW IS DIVERTED.
6. DURING CONSTRUCTION OF DIVERSION CHANNEL, DAMAGE TO THE EXISTING STREAM, CANOPY REMOVAL, AND DEPTH OF THE CHANNEL CONSTRUCTION SHOULD BE MINIMIZED.
7. CONSTRUCTION OF THE CHANNEL RELOCATIONS AND CULVERTS SHALL PROCEED AS FOLLOWS:
 - 7.1 CONSTRUCT A MEANDERING TEMPORARY CHANNEL CHANGE ADJACENT TO THE PROPOSED CULVERT TO DIVERT WATER TEMPORARILY DURING THE CULVERT CONSTRUCTION. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
 - 7.2 RELOCATE CHANNEL AND CONSTRUCT CULVERT SIMULTANEOUSLY.
 - 7.3 SOD AND/OR RIPRAP RECONSTRUCTED BANKS AT TRANSITIONS. THE UPPER CHANNEL PLUG IS TO REMAIN IN PLACE UNTIL SUBNOTE 7.1 THROUGH 7.4 UNDER THIS HEADING ARE COMPLETED TO INSURE THAT ALL CONSTRUCTION IS IN THE DRY.
 - 7.4 IF AN EARTH PLUG IS NECESSARY AT THE DOWNSTREAM END OF THE CHANNEL IT SHOULD BE REMOVED FIRST, THEN REMOVE THE UPPER PLUG TO RELEASE WATER INTO THE RECONSTRUCTED CHANNEL.
 - 7.5 PLUGS SHOULD REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF THE NEW WATER COURSE IS COMPLETED. REMOVAL OF PLUGS SHOULD ONLY BE PERFORMED FOLLOWING ACCEPTANCE OF ALL STABILIZATION WORK BY THE ENGINEER.
8. THE DETAILS PROVIDED DEPICT TYPICAL TEMPORARY DIVERSION CHANNELS.
9. THE CONTRACTOR MAY PROPOSE THE USE OF OTHER DIVERSION OPTIONS SUCH AS PIPING, PUMPING OR STAGED CONSTRUCTION.
10. THE EFFECTIVE AREA OF FLOW IN THE TEMPORARY CHANNEL OR CULVERT SHALL BE A MINIMUM OF ONE-HALF THAT OF THE EXISTING STRUCTURE.
11. INSTALLATION OF FILTER FABRIC SHALL BEGIN AT THE DOWNSTREAM END AND PROGRESS UPSTREAM. EDGES OF ADJACENT FILTER FABRIC SHALL OVERLAP AT LEAST 1 FOOT. THE ENDS OF THE FILTER FABRIC SHALL BE SECURELY HELD IN PLACE WITH RIPRAP.
12. THE COST OF THE TEMPORARY DEWATERING STRUCTURE OR SEDIMENT FILTER BAG SHALL BE INCLUDED IN OTHER ITEMS BID.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	TEMPORARY STREAM DIVERSION	
				ISSUE DATE:	AUGUST 01, 2017	
					WORKING NUMBER ECD-18	
					SHEET NUMBER 6118	

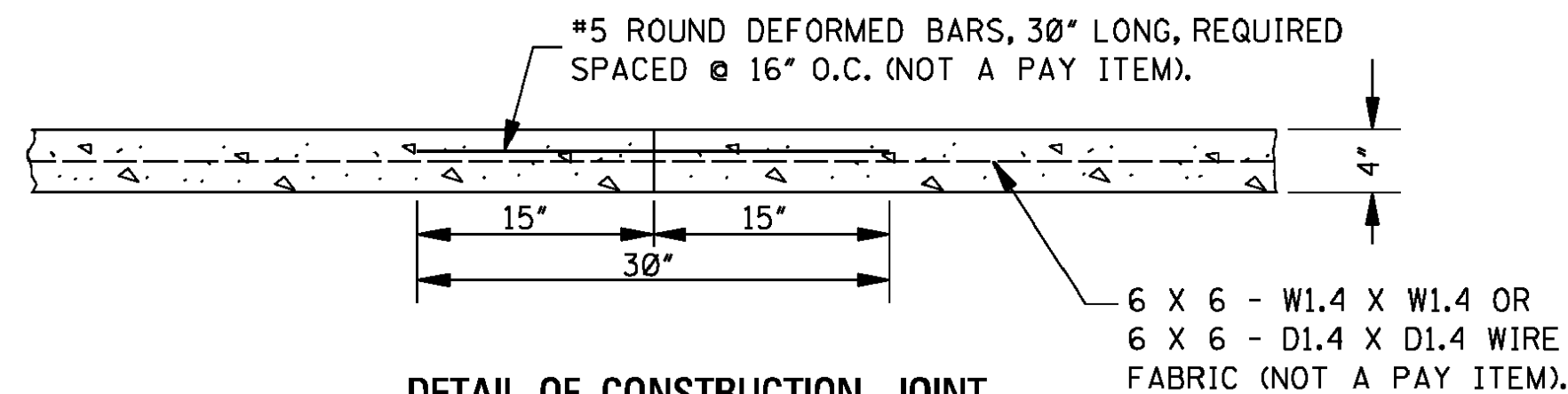
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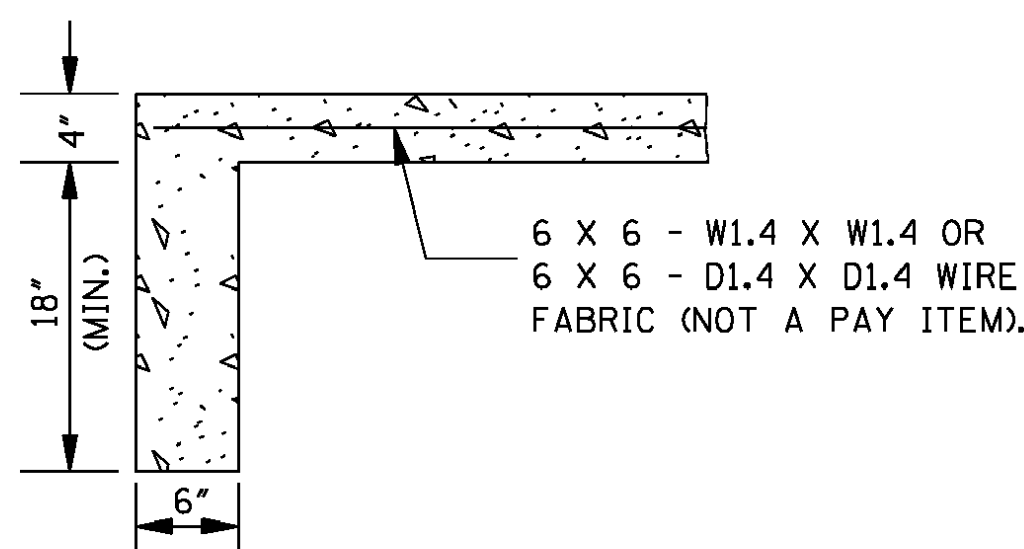
"V" TYPE SECTION



FLAT BOTTOM SECTION



DETAIL OF CONSTRUCTION JOINT



DETAIL OF TOE WALL

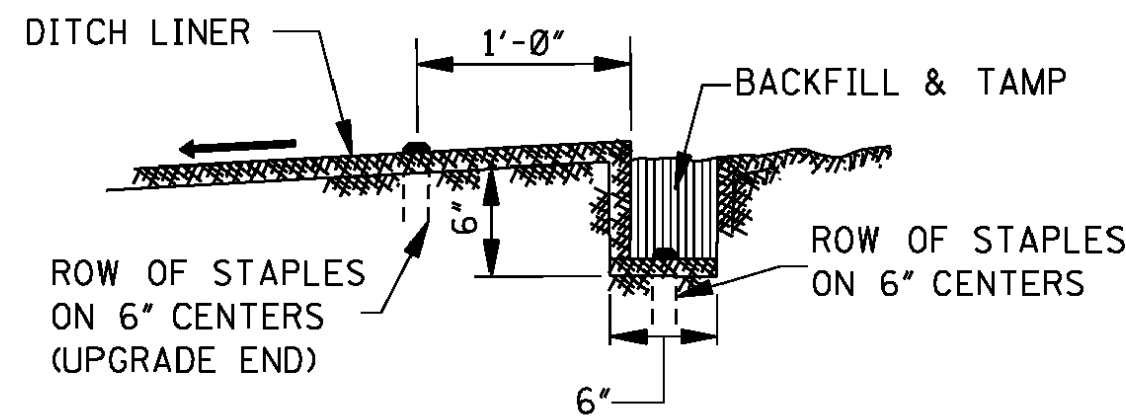
NOTE: TOE WALL REQUIRED UPSTREAM AND DOWNSTREAM.

CONCRETE PAVED DITCH

NOTES:

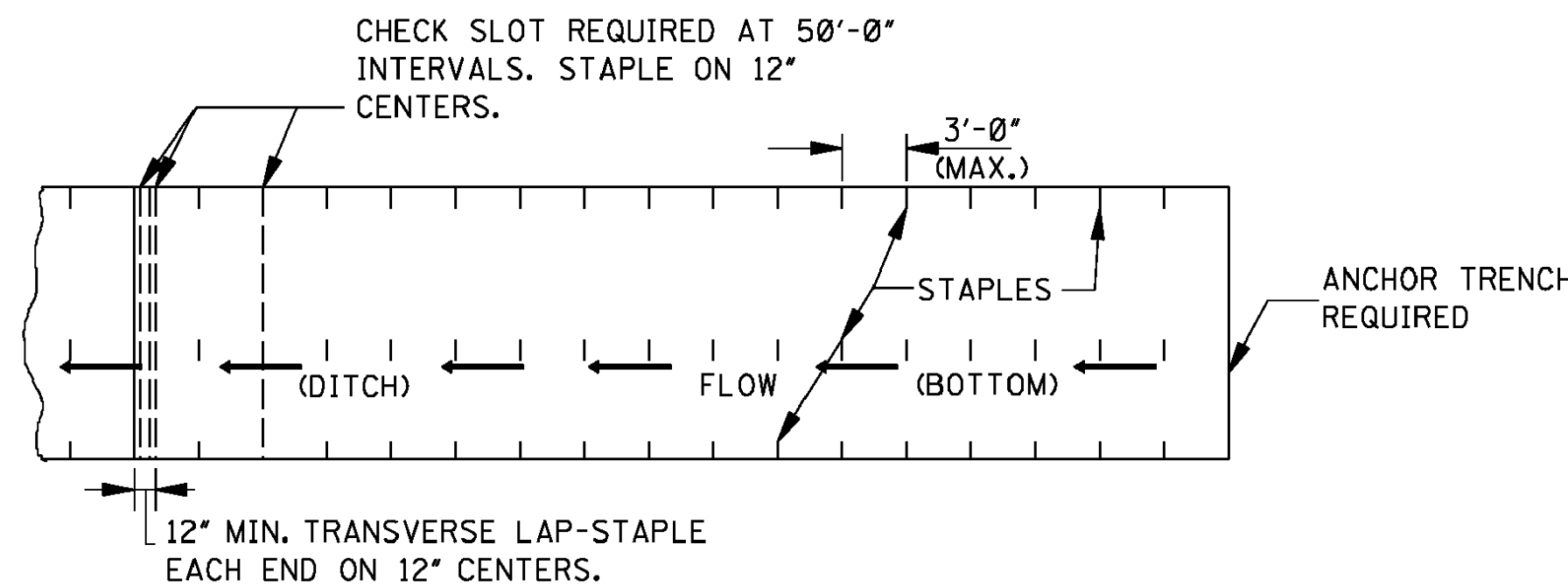
1. CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
2. DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
3. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.

* 4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.

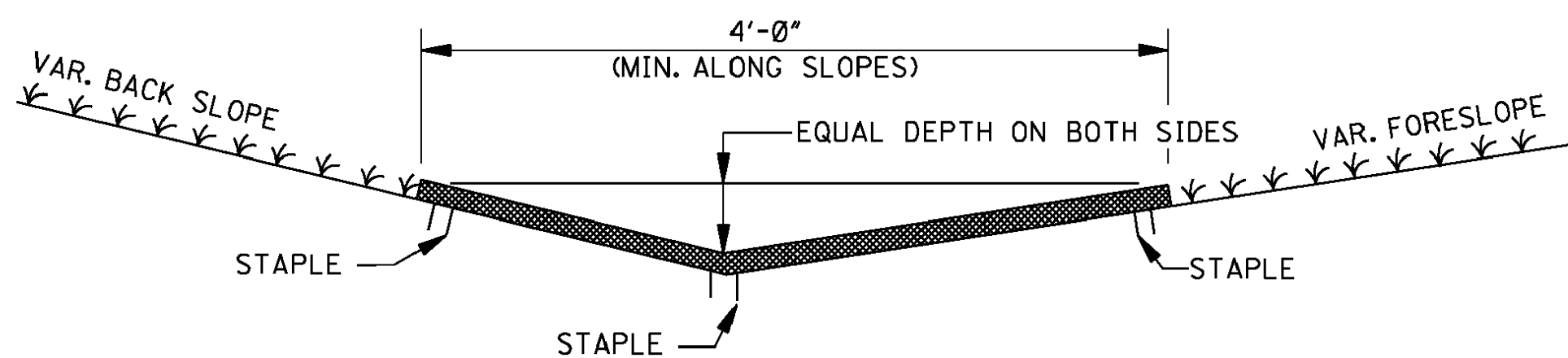


ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.



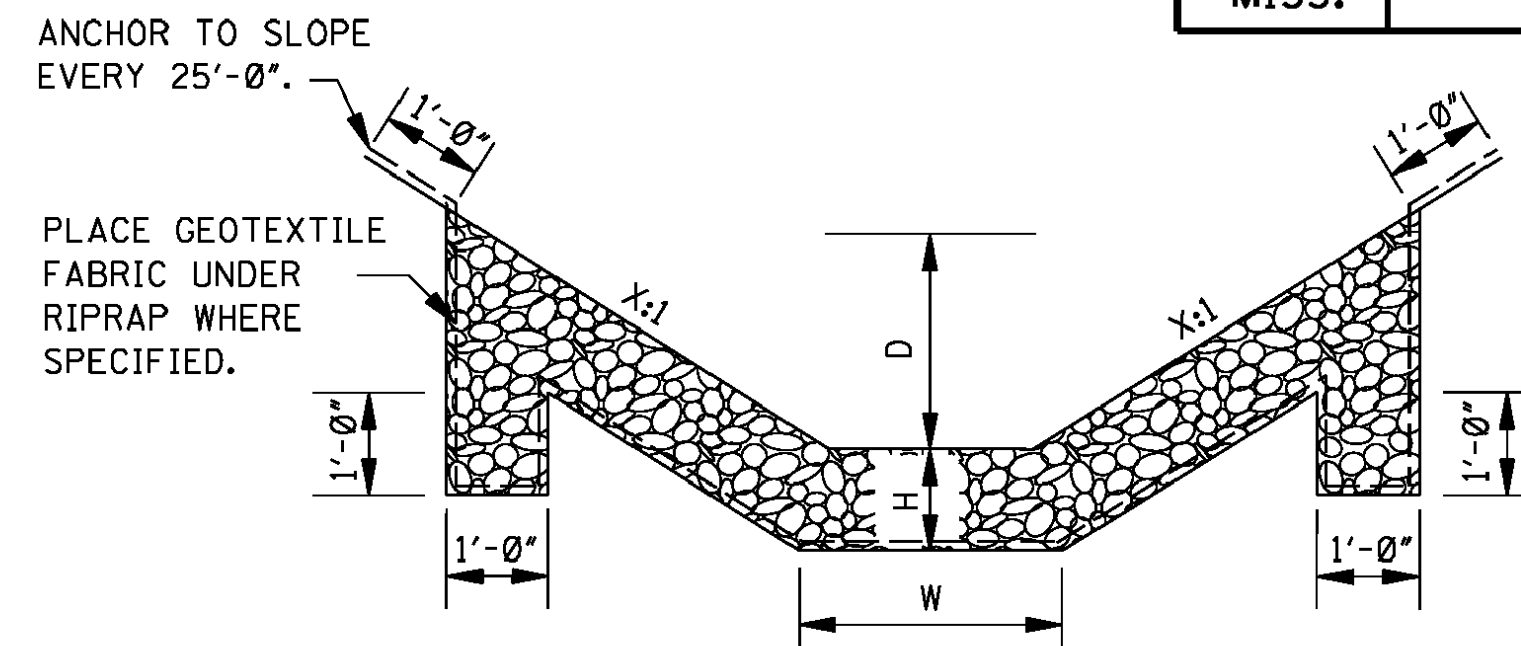
PLAN



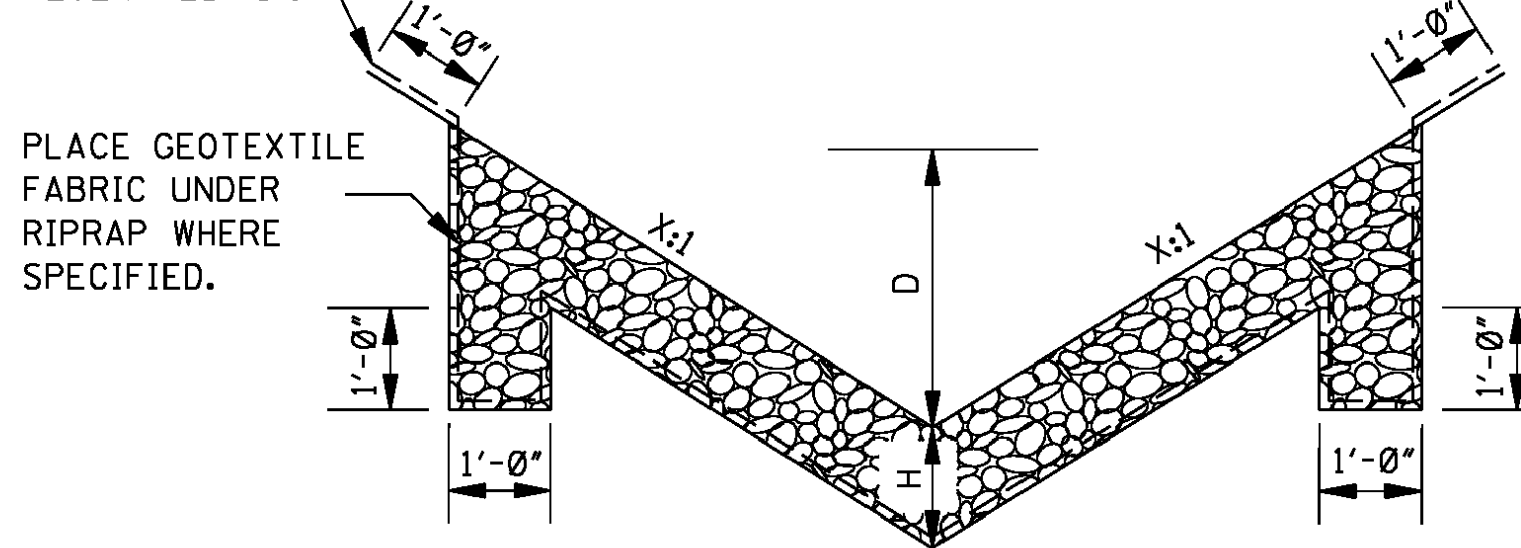
SECTION

DITCH LINER TREATMENT (EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)

NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



FLAT BOTTOM SECTION

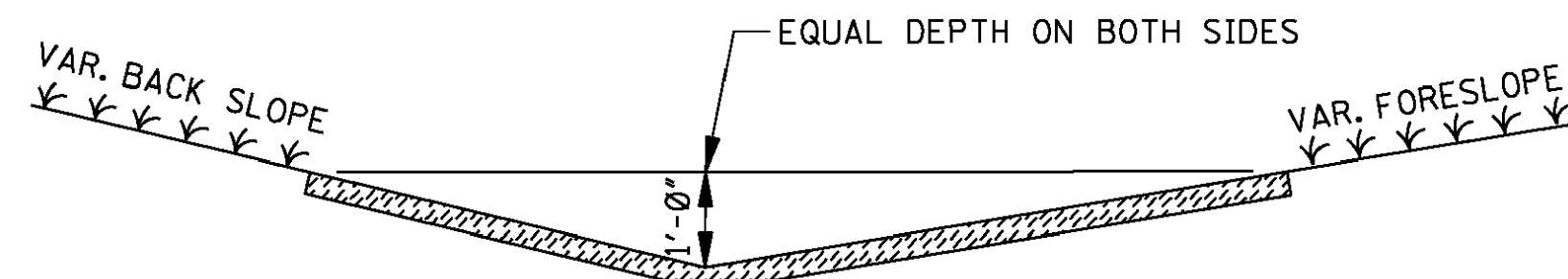


"V" TYPE SECTION
RIPRAP TREATMENT

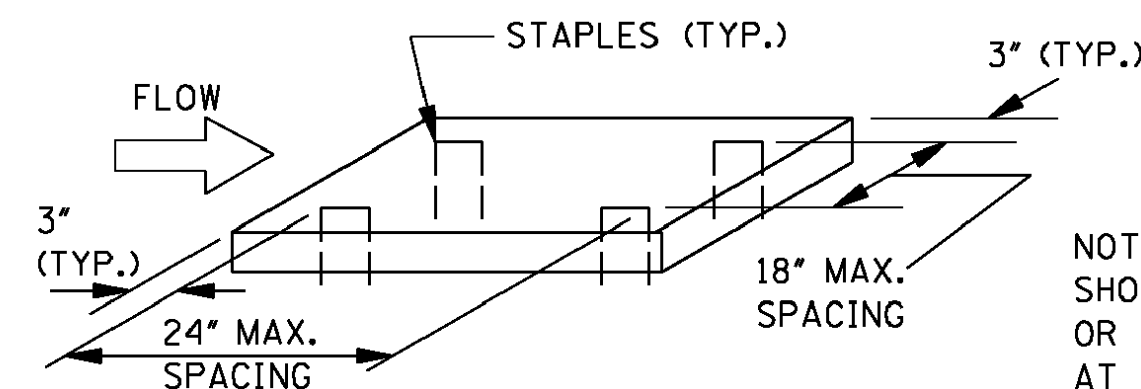
NOTES:

1. DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
2. THE RIPRAP SIZE AND MINIMUM DEPTH "H" FOR RIPRAP TREATMENT ARE AS FOLLOWS.

RIPRAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIPRAP SIZE (lbs)
12"	100
18"	300



SOLID SOD TREATMENT



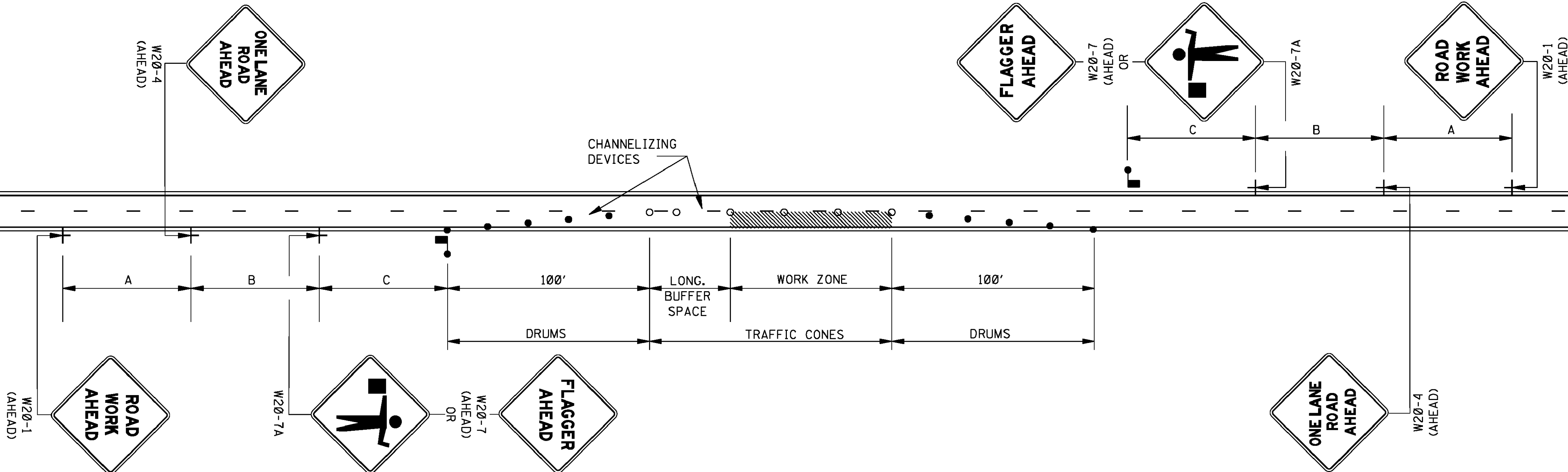
NOTE: SOLID SOD (STRIPS OR BLOCKS) SHOULD BE STAPLED, PINNED, PEGGED OR STAKED AT THE FOUR CORNERS OR AT THE MAXIMUM SPECIFIED SPACING.

GENERAL NOTE:

1. FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

	DITCH LINER
	SOLID SOD
	CONCRETE PAVED DITCH
	RIPRAP

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
DETAILS OF TYPICAL DITCH TREATMENTS	
WORKING NUMBER DT-1	SHEET NUMBER 6123
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

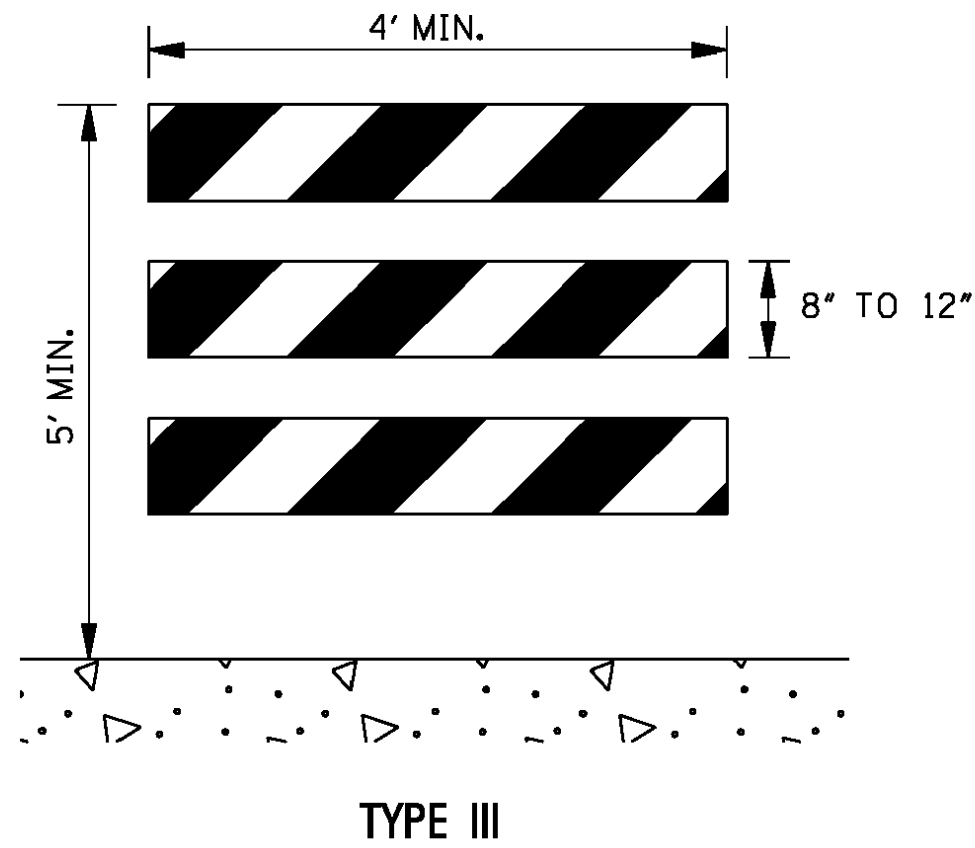
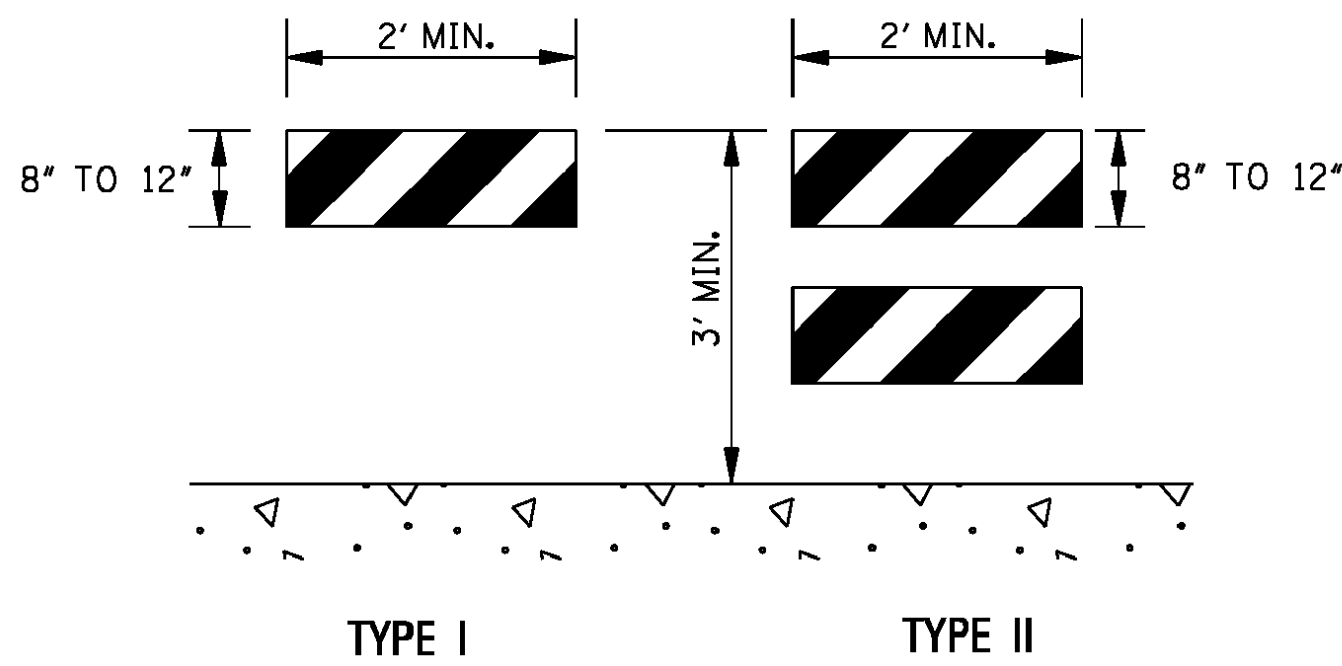
† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

1. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
2. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
3. 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.
4. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
5. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
6. CHANNELIZING DEVICE TYPES FOR:
 - A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
7. 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

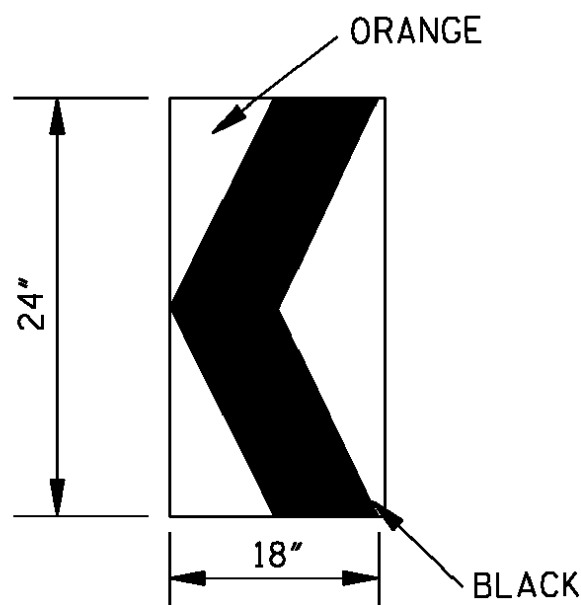
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

[illegible]



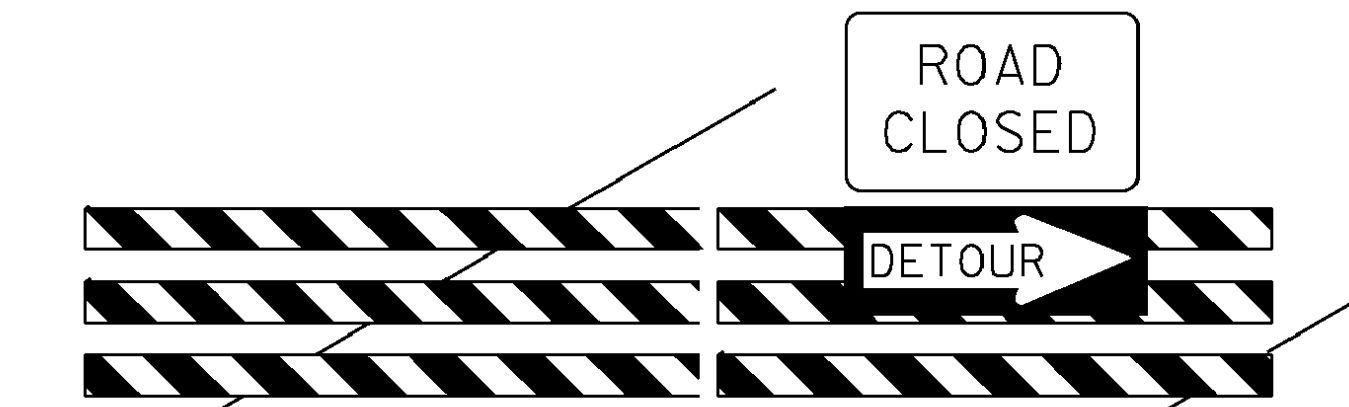
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy.guide/road_hardware/cat2.cfm



CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



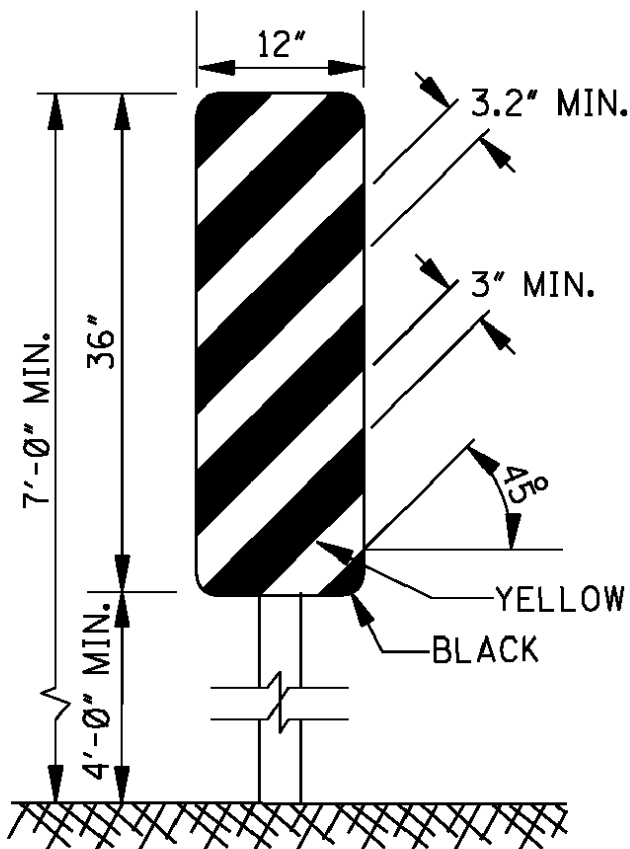
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL * *	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL * *	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

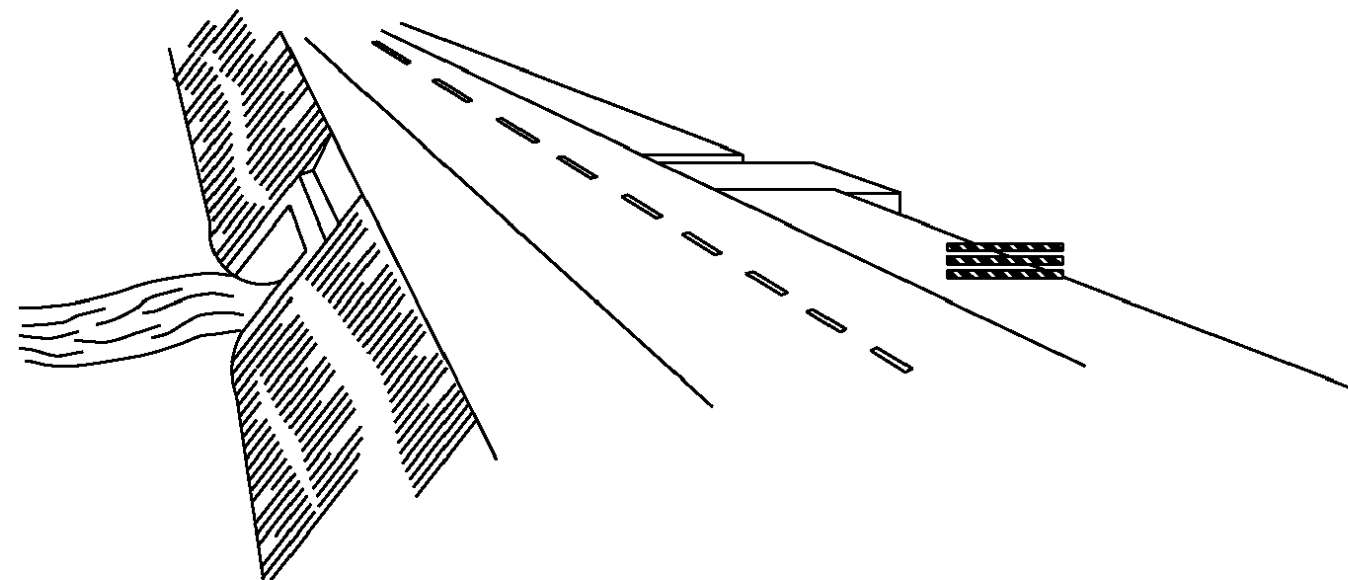
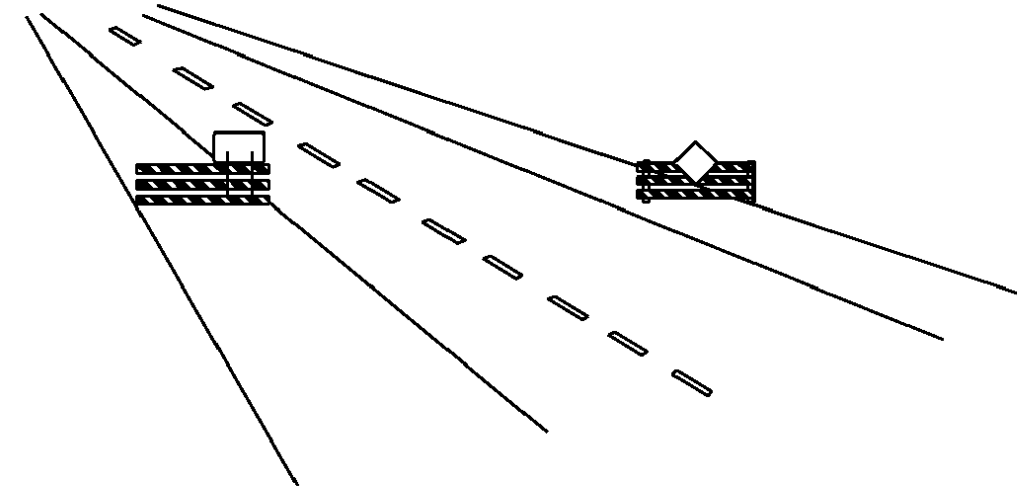
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



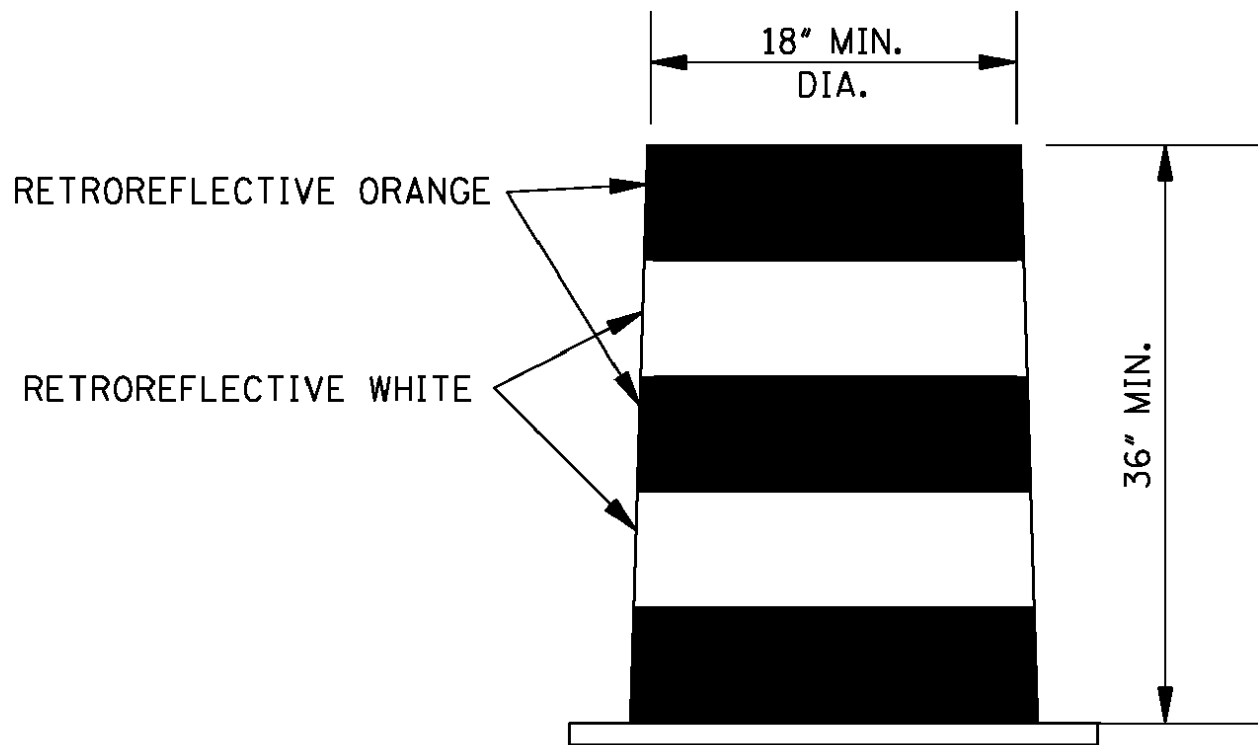
TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.

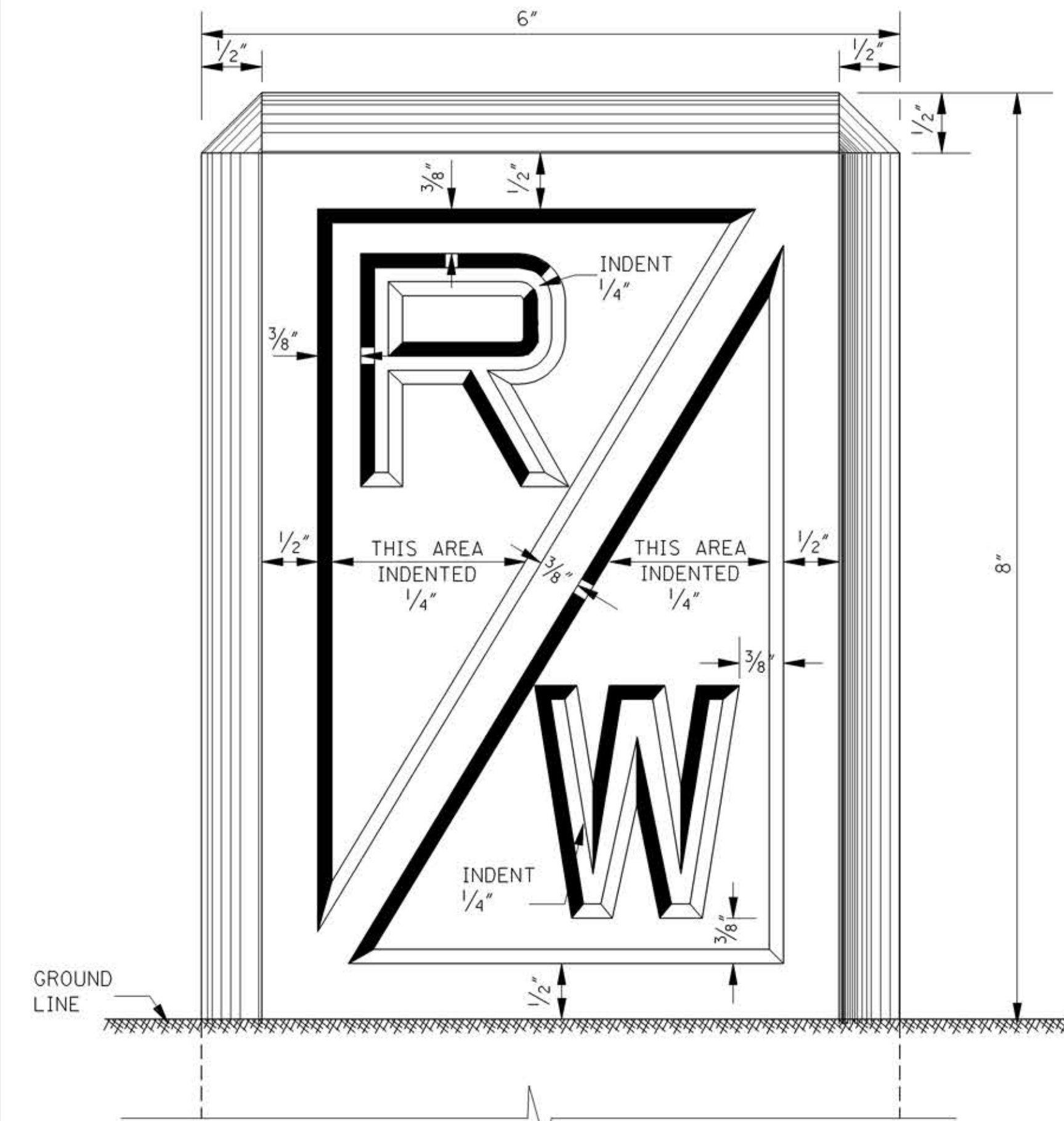


PLASTIC DRUM STRIPING DETAIL

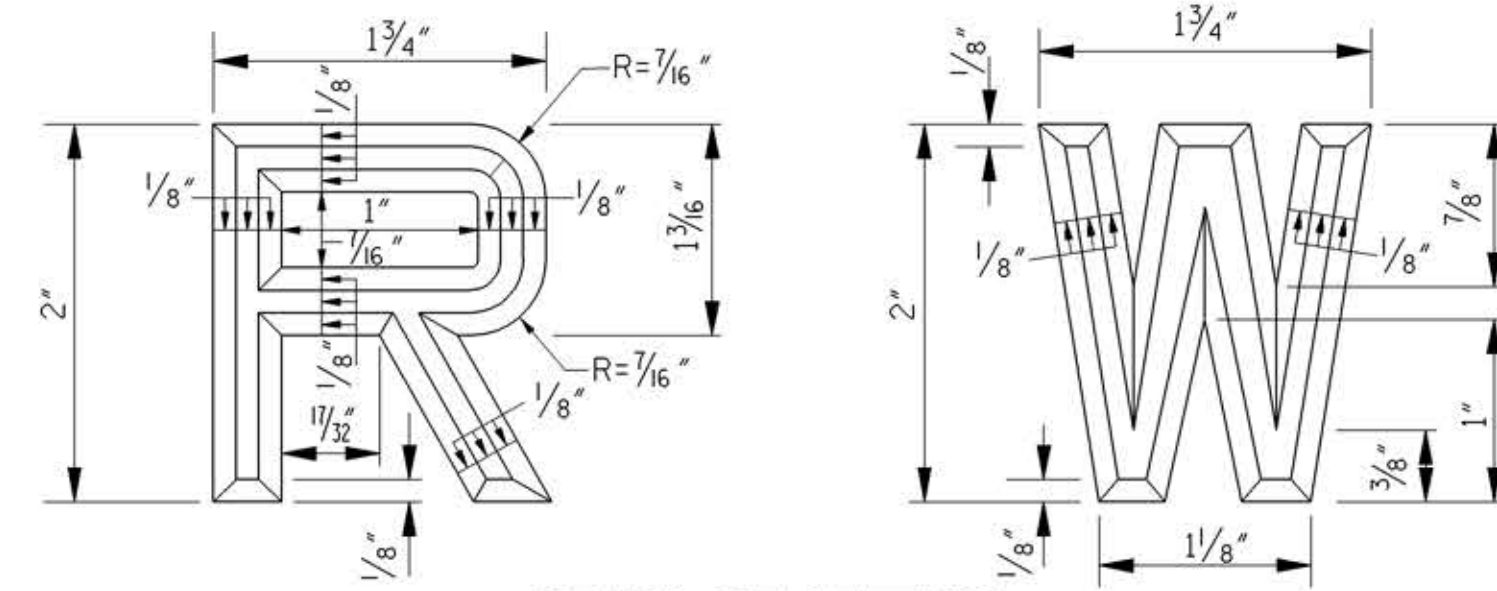
1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	
					HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	
					 WORKING NUMBER TCP-8 SHEET NUMBER 6358	

TYPE I MARKER
(ALTERNATE NO. 1)

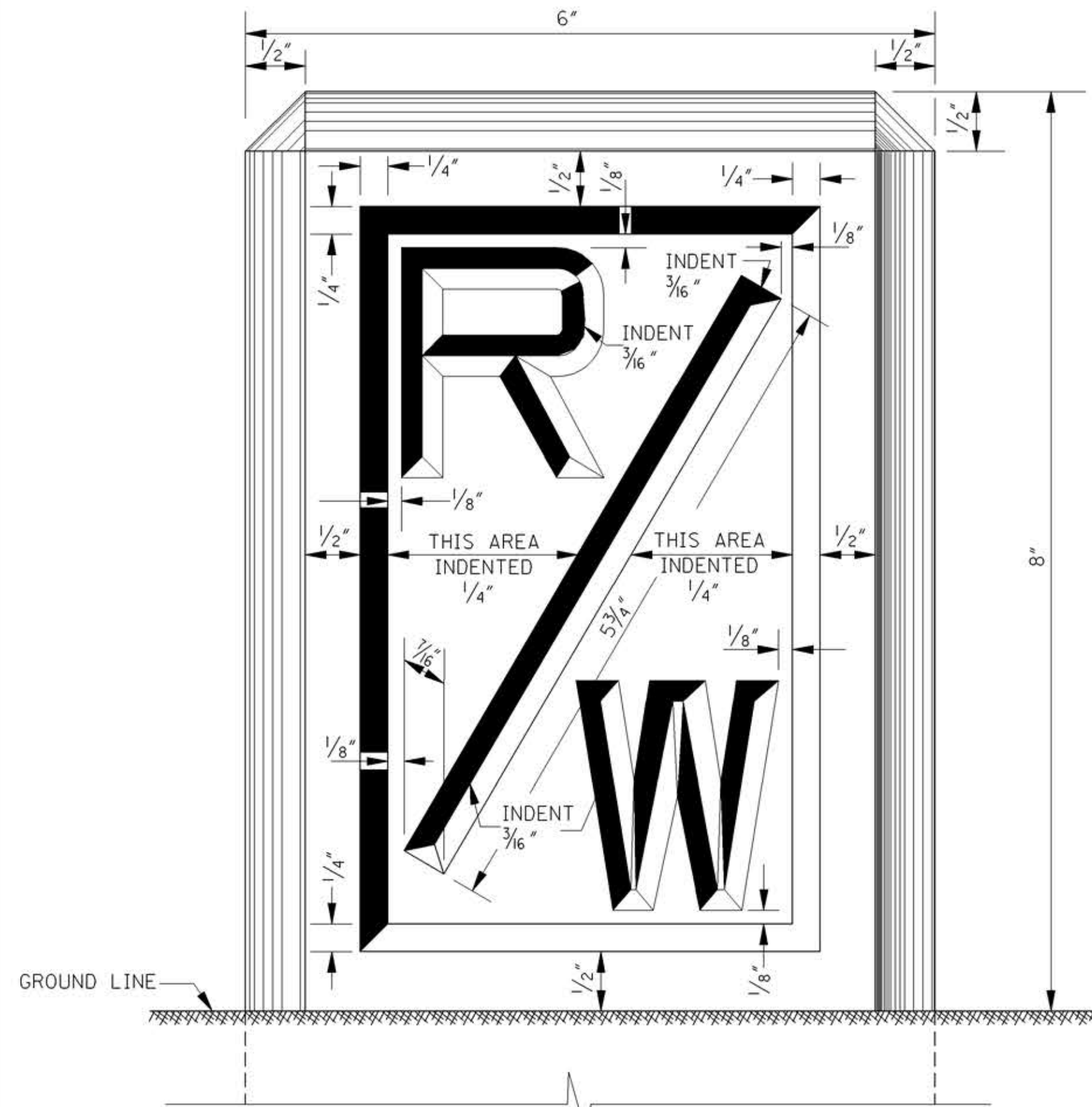


FACE OF MARKER

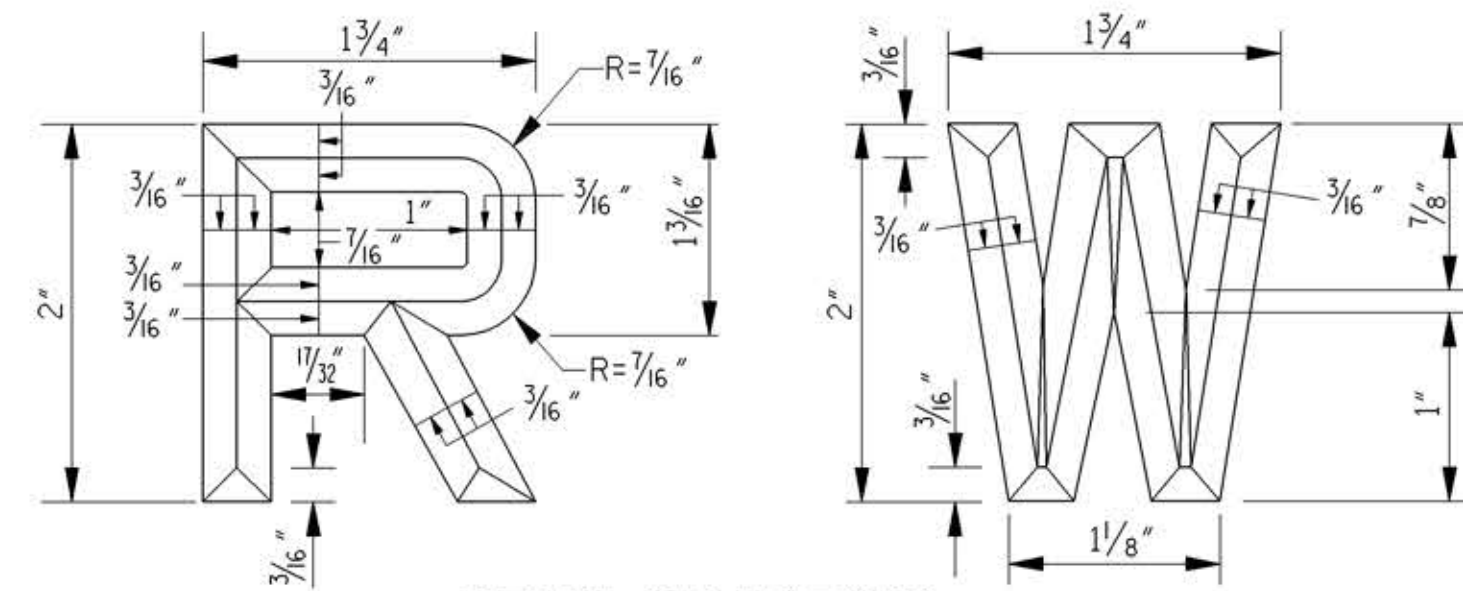


DETAIL OF LETTERS

TYPE I MARKER
(ALTERNATE NO. 2)

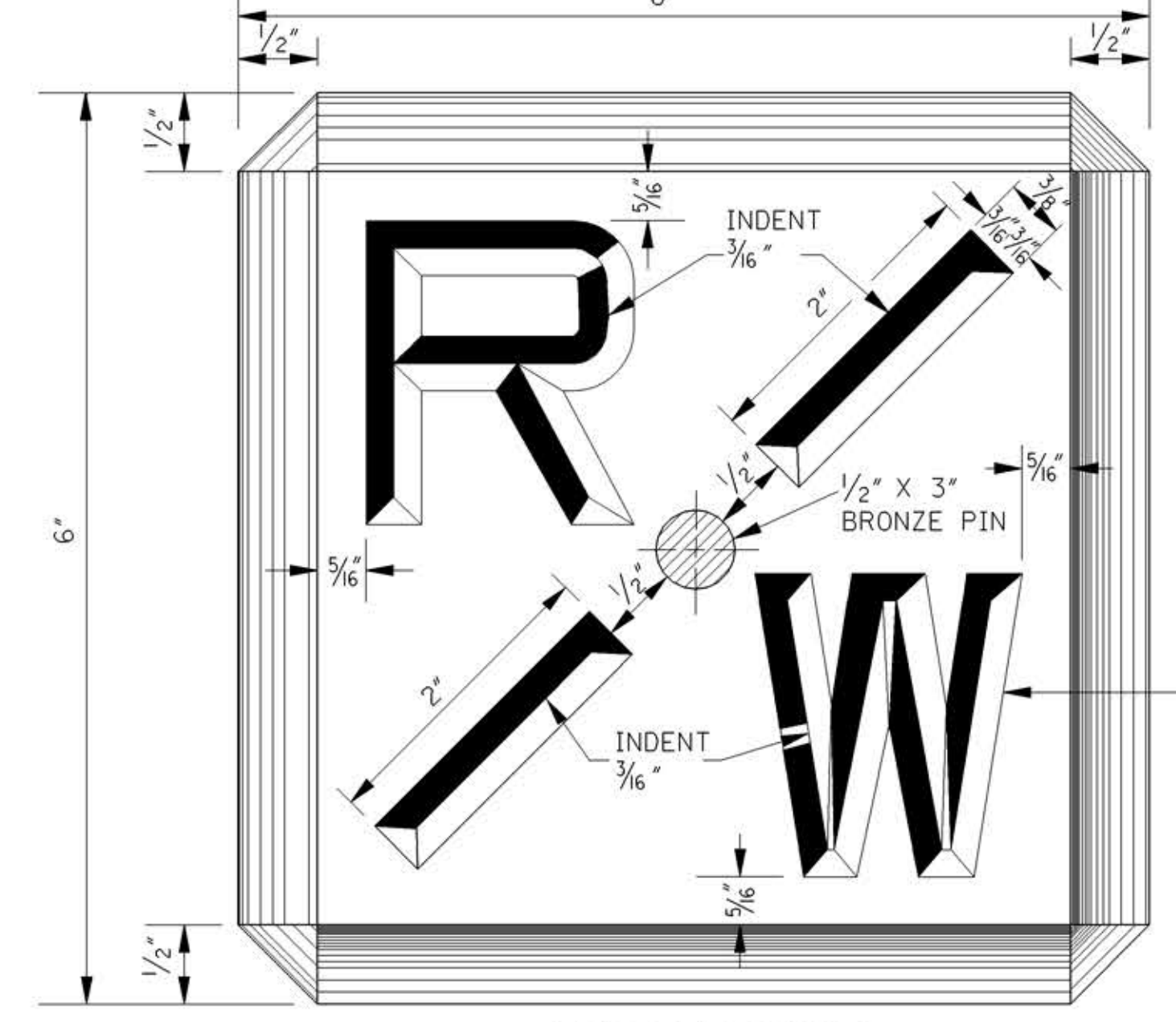


FACE OF MARKER

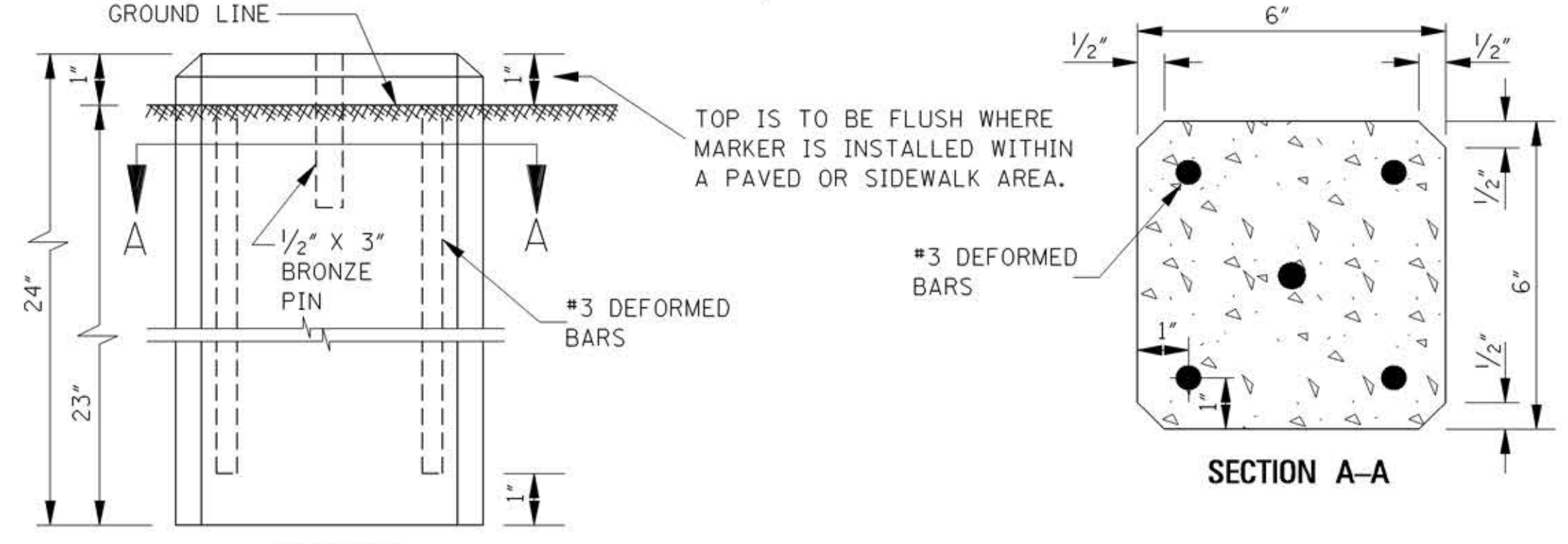


DETAIL OF LETTERS

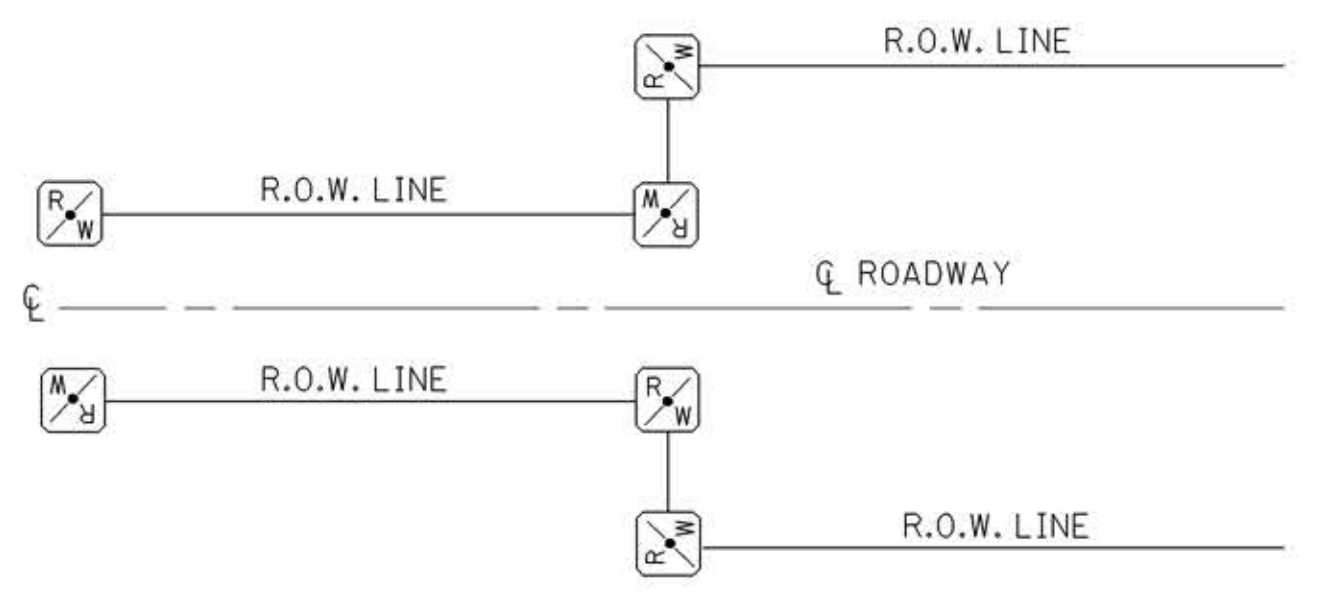
TYPE II MARKER
(FLUSH TYPE FOR USE IN BUILT-UP AREAS)



TOP OF MARKER



REINFORCING AND INSTALLATION DETAILS

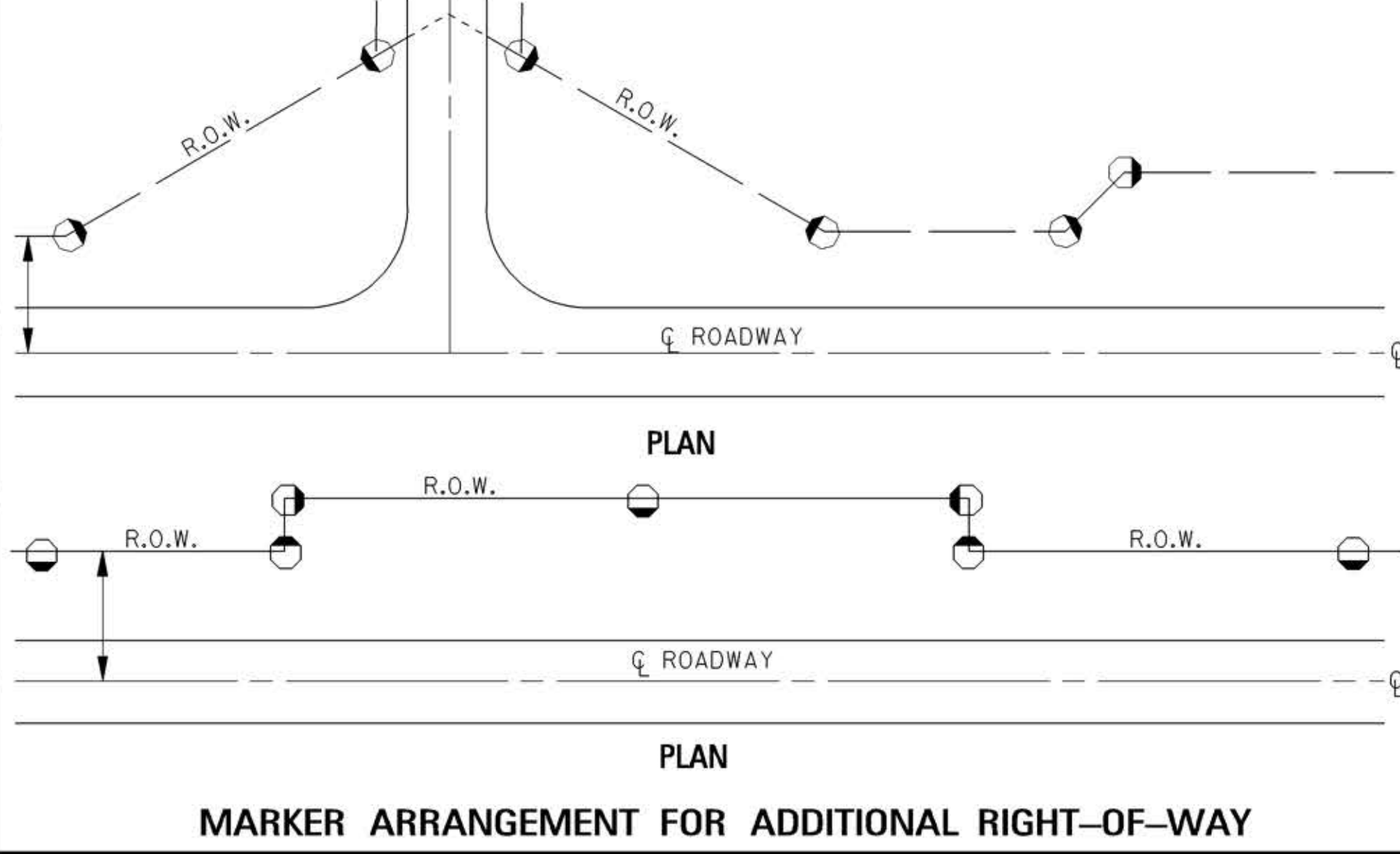


PLAN
MARKER ARRANGEMENT FOR ADDITIONAL RIGHT-OF-WAY

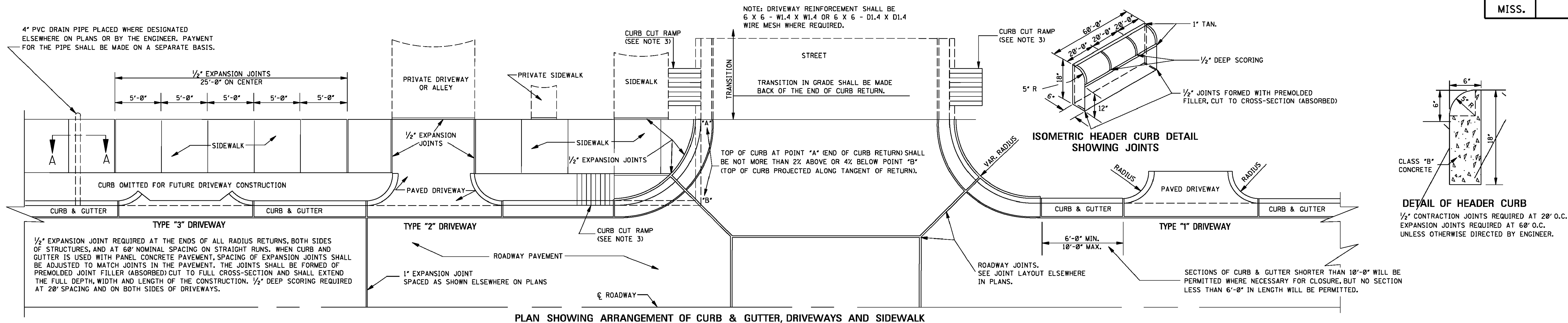
- GENERAL NOTES:
1. THE CONCRETE SHALL HAVE A MINIMUM CEMENT CONTENT OF 470 LBS. OF CEMENT PER CUBIC YARD OF CONCRETE.
 2. THE MARKERS SHALL BE PLACED AS INDICATED ELSEWHERE ON PLANS.
 3. TYPE II MARKERS SHALL BE USED UNLESS OTHERWISE APPROVED.

BY	OFFICE OF STATE AID ROAD CONSTRUCTION		
	RIGHT-OF-WAY MARKER		
REVISION			
DATE	ISSUE DATE: September 19, 2017		
			SHEET NUMBER SA-RW-1

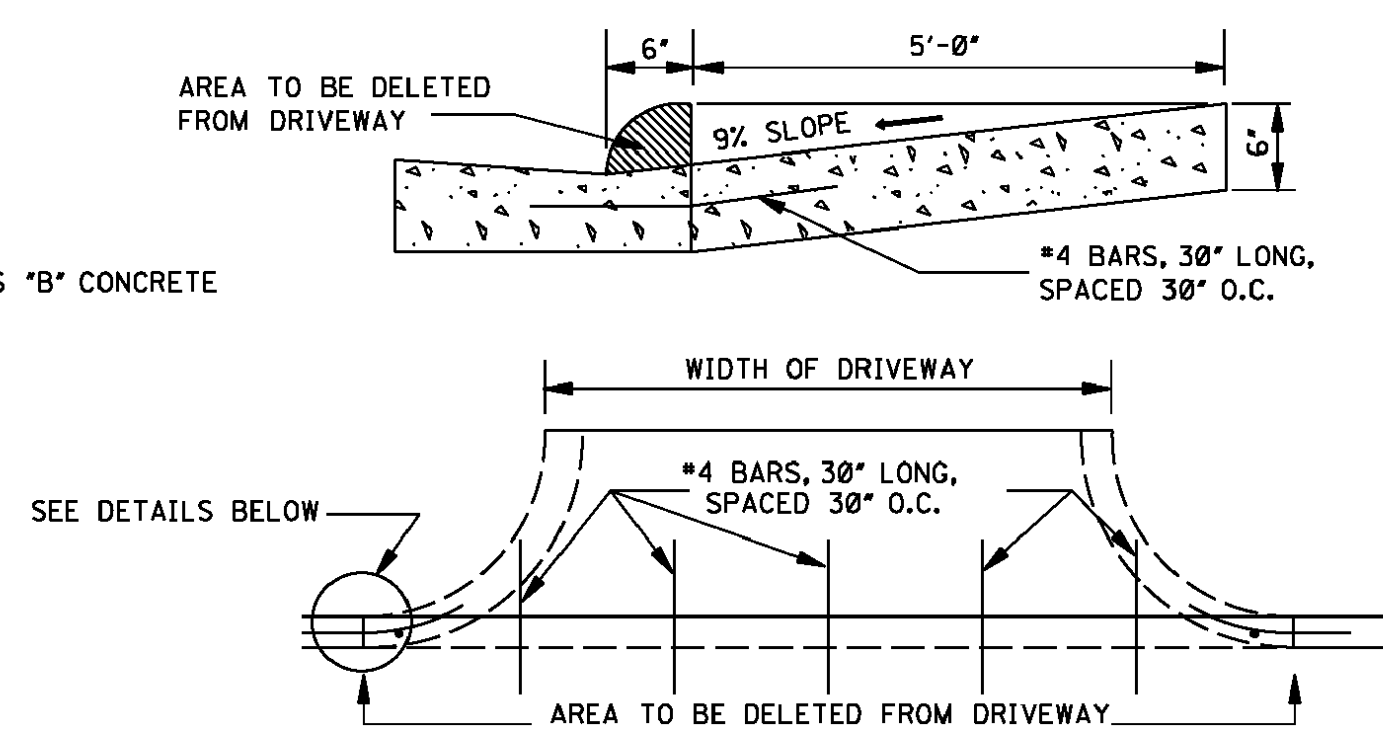
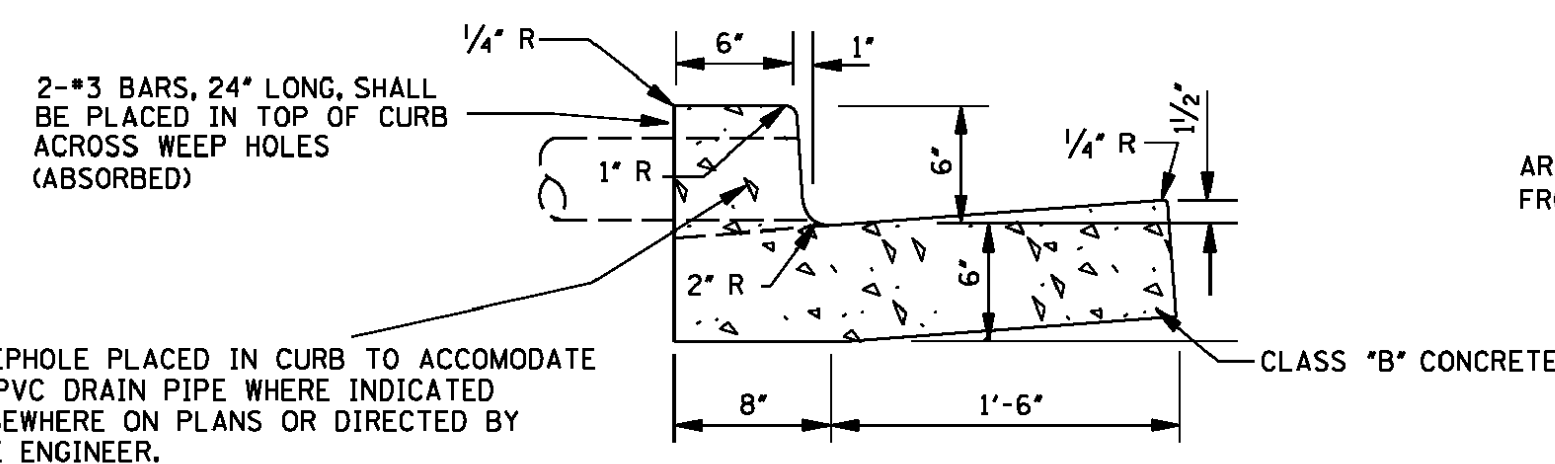
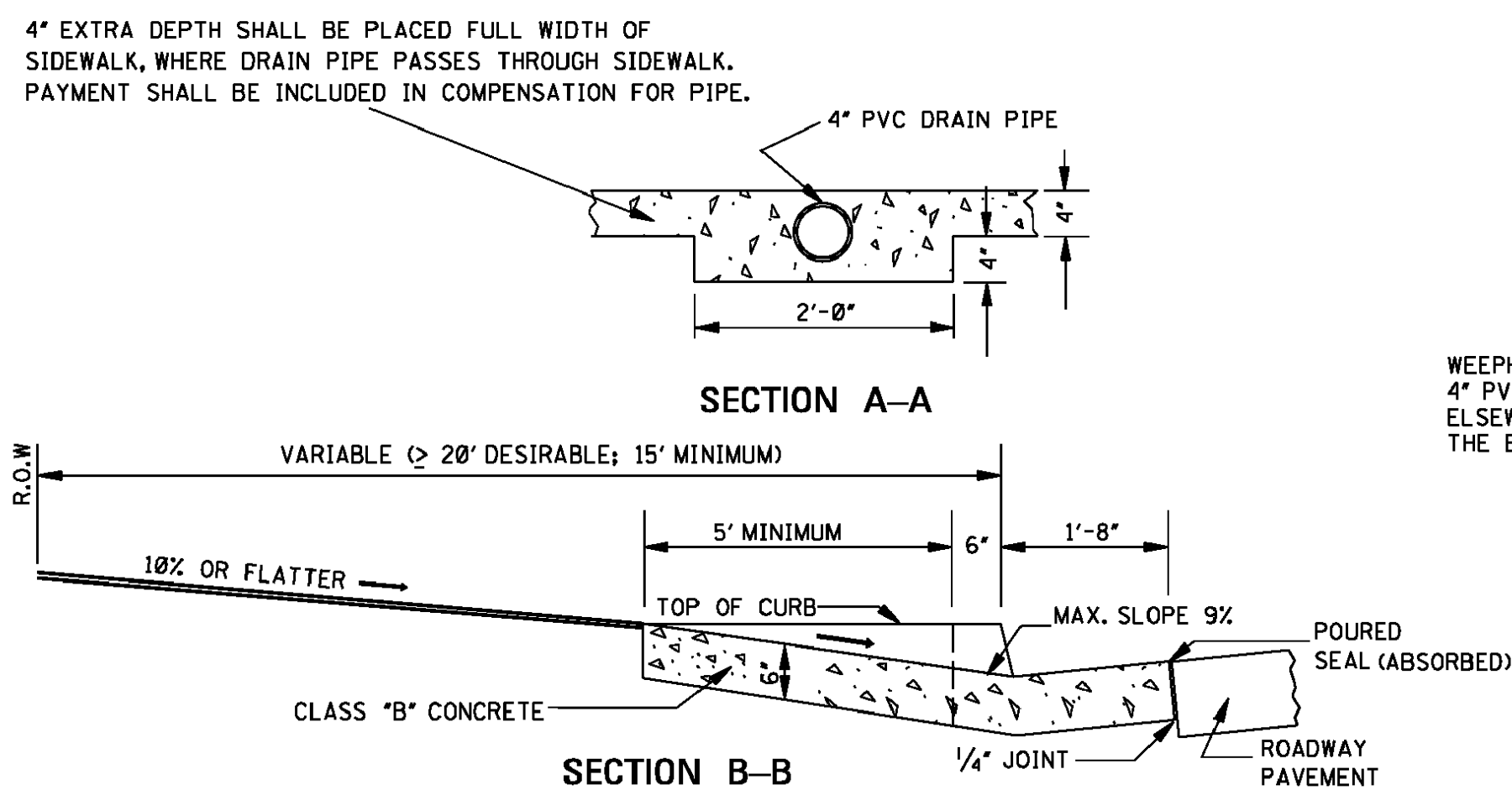
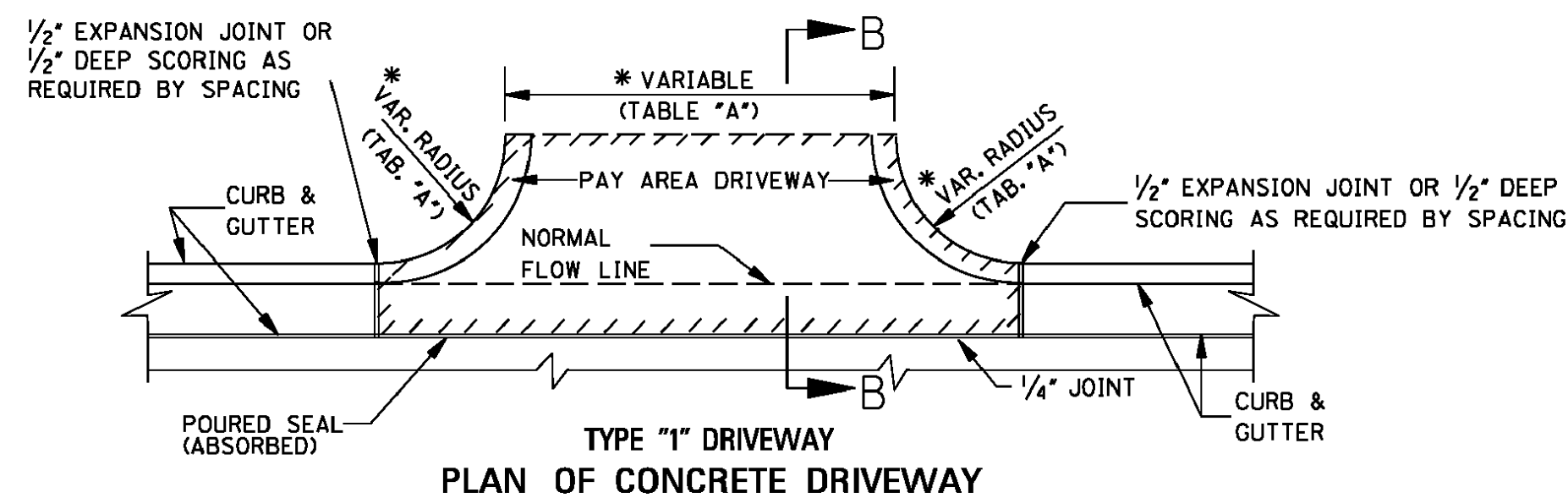
REINFORCING AND INSTALLATION DETAILS



PLAN
MARKER ARRANGEMENT FOR ADDITIONAL RIGHT-OF-WAY

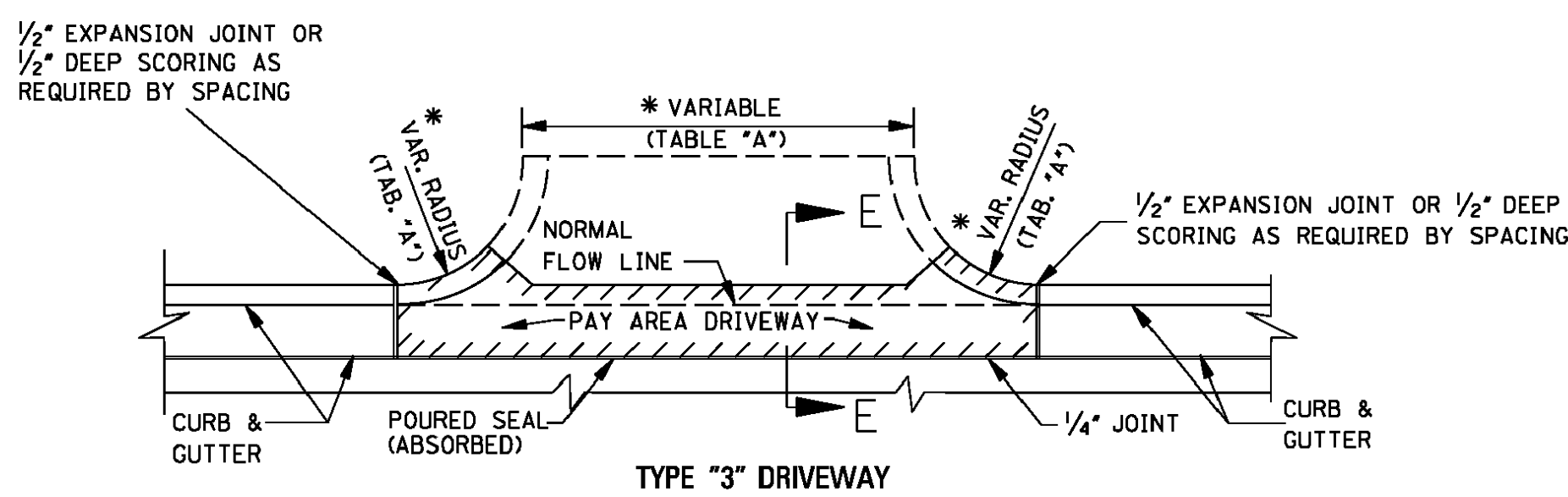
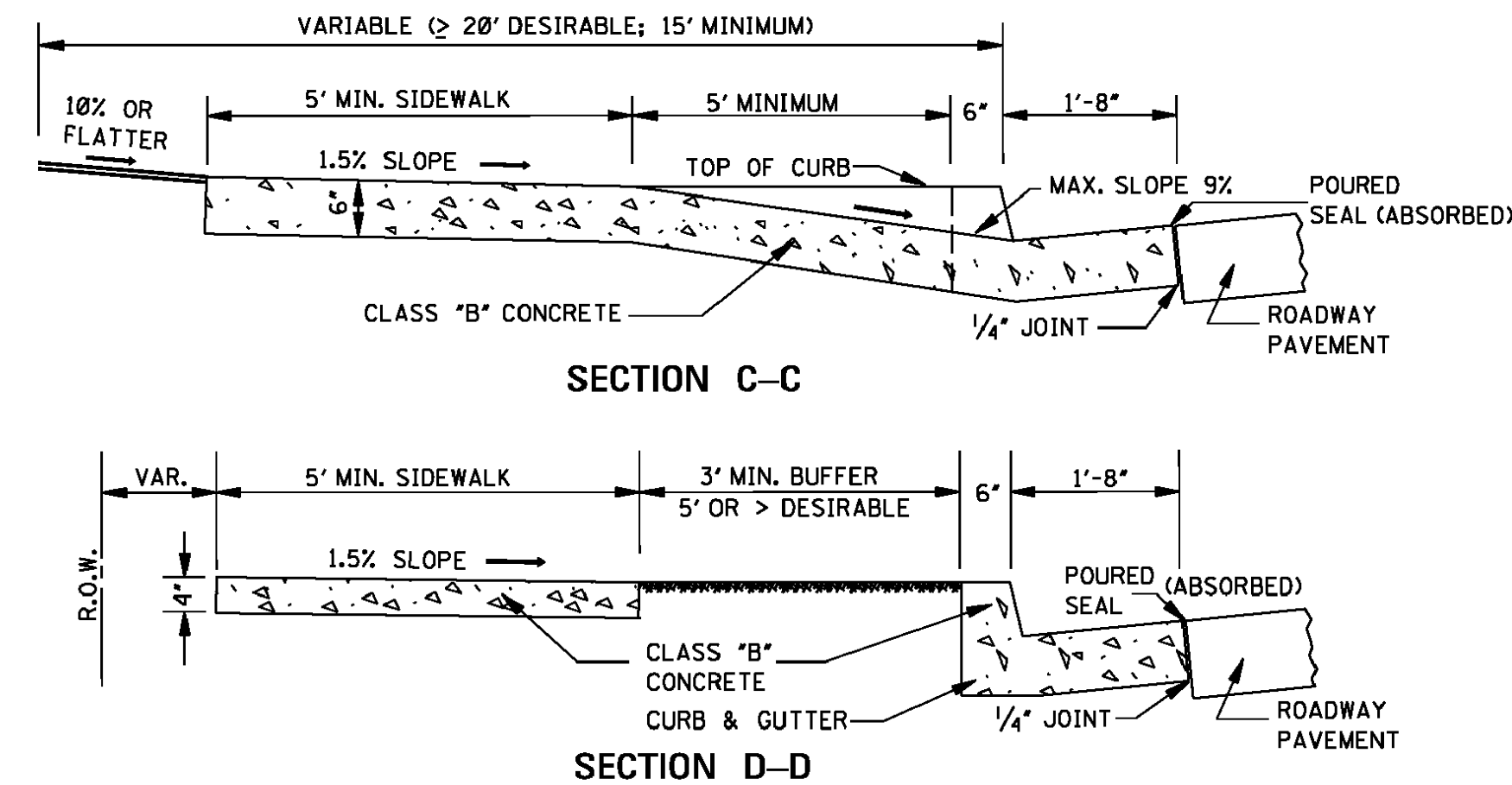
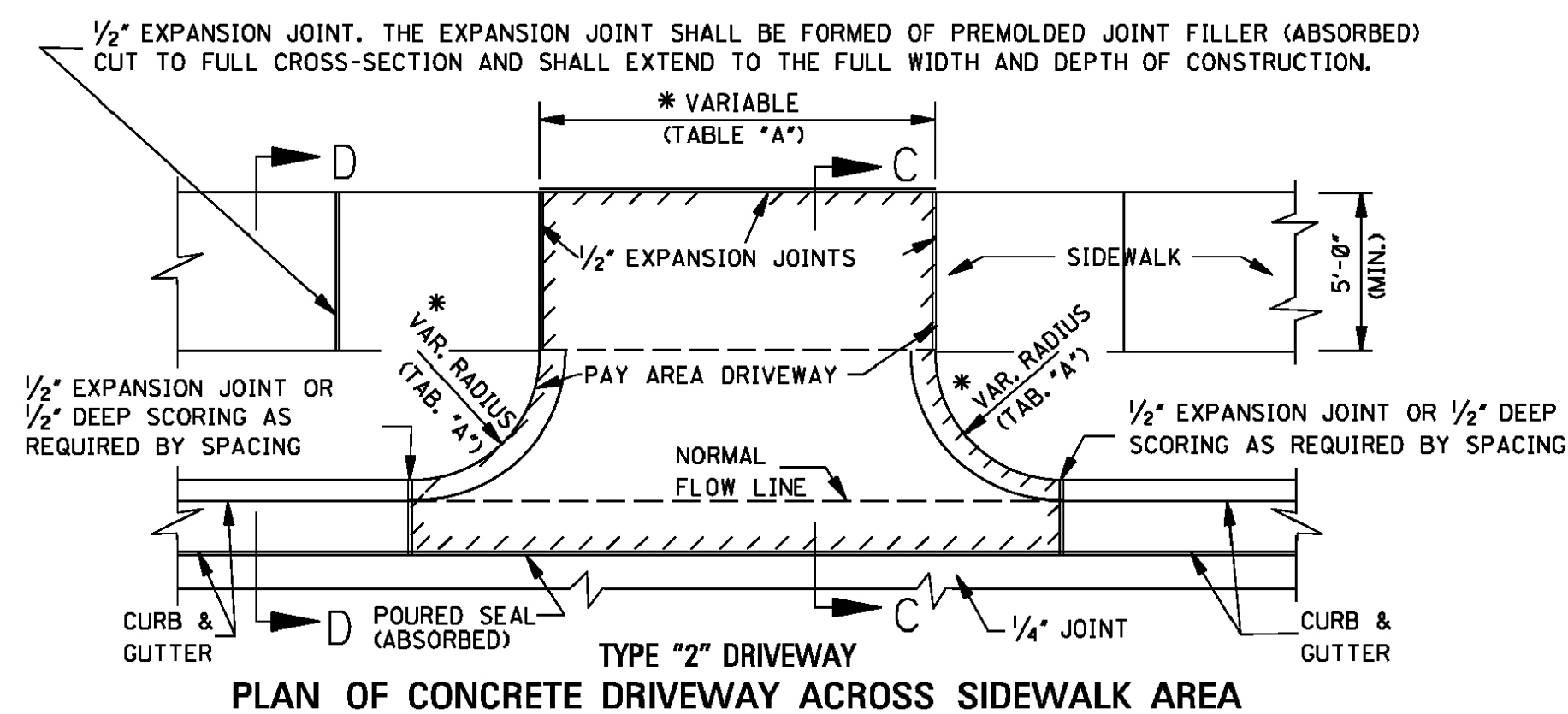


PLAN SHOWING ARRANGEMENT OF CURB & GUTTER, DRIVEWAYS AND SIDEWALK

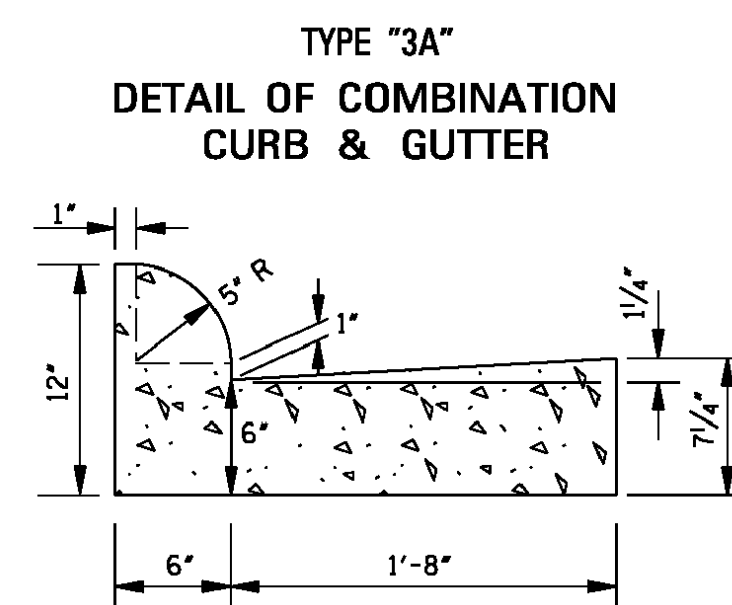
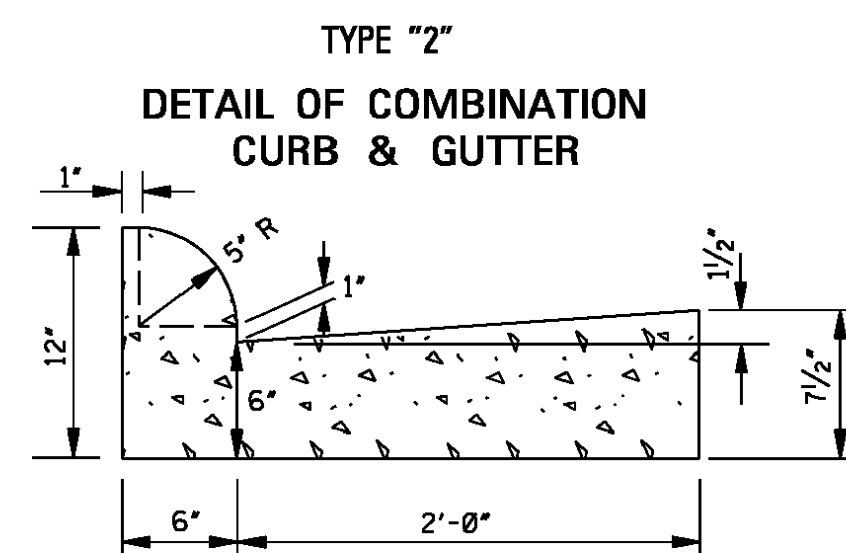
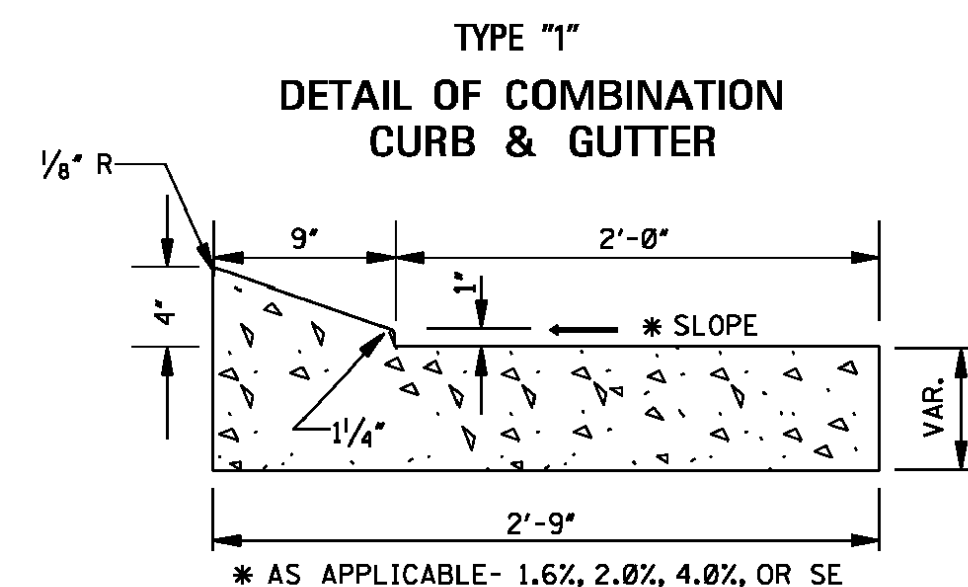
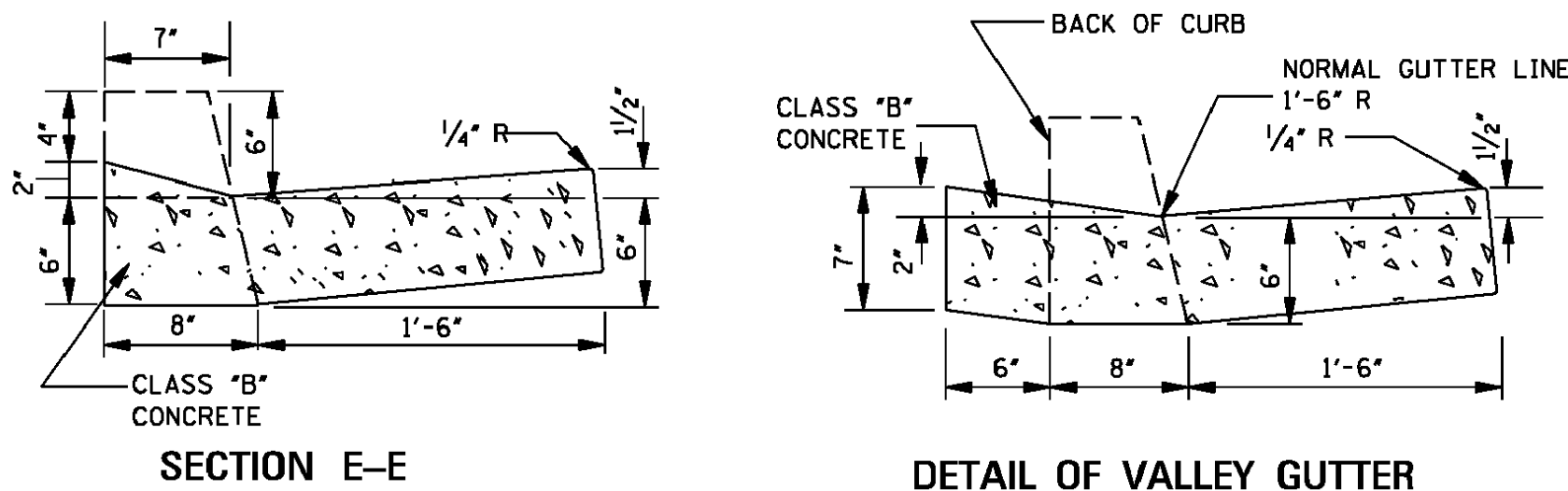


* TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH	CURB RETURN RADIUS
RESIDENTIAL	16'	5' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	10' - 30'

11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED
FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS
COMPUTED ON THE BASIS OF 3'-0" RADIUS.
PAYMENT FOR CURB RADIUS SHALL BE
INCLUDED IN COMPENSATION FOR DRIVEWAY.

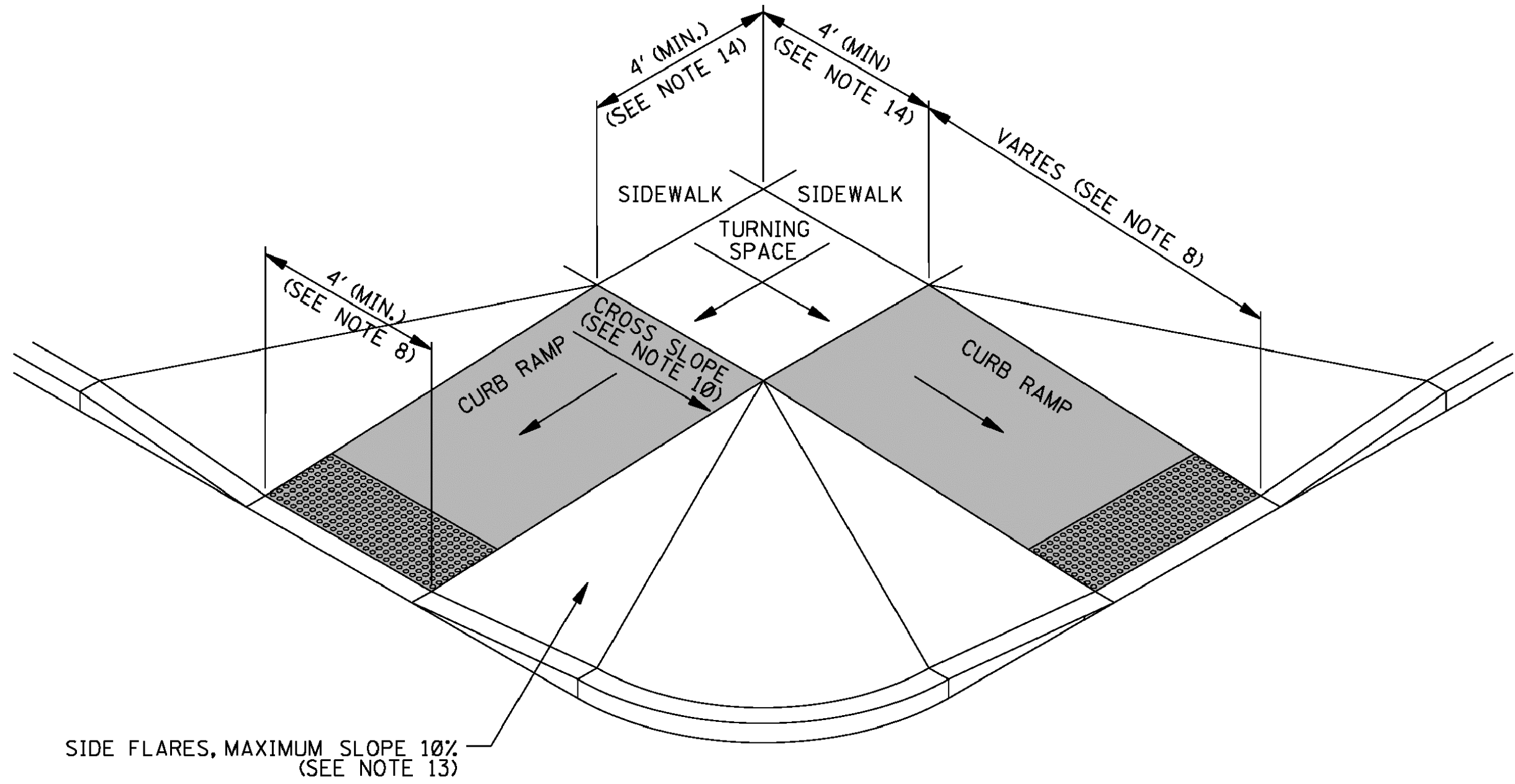


NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.

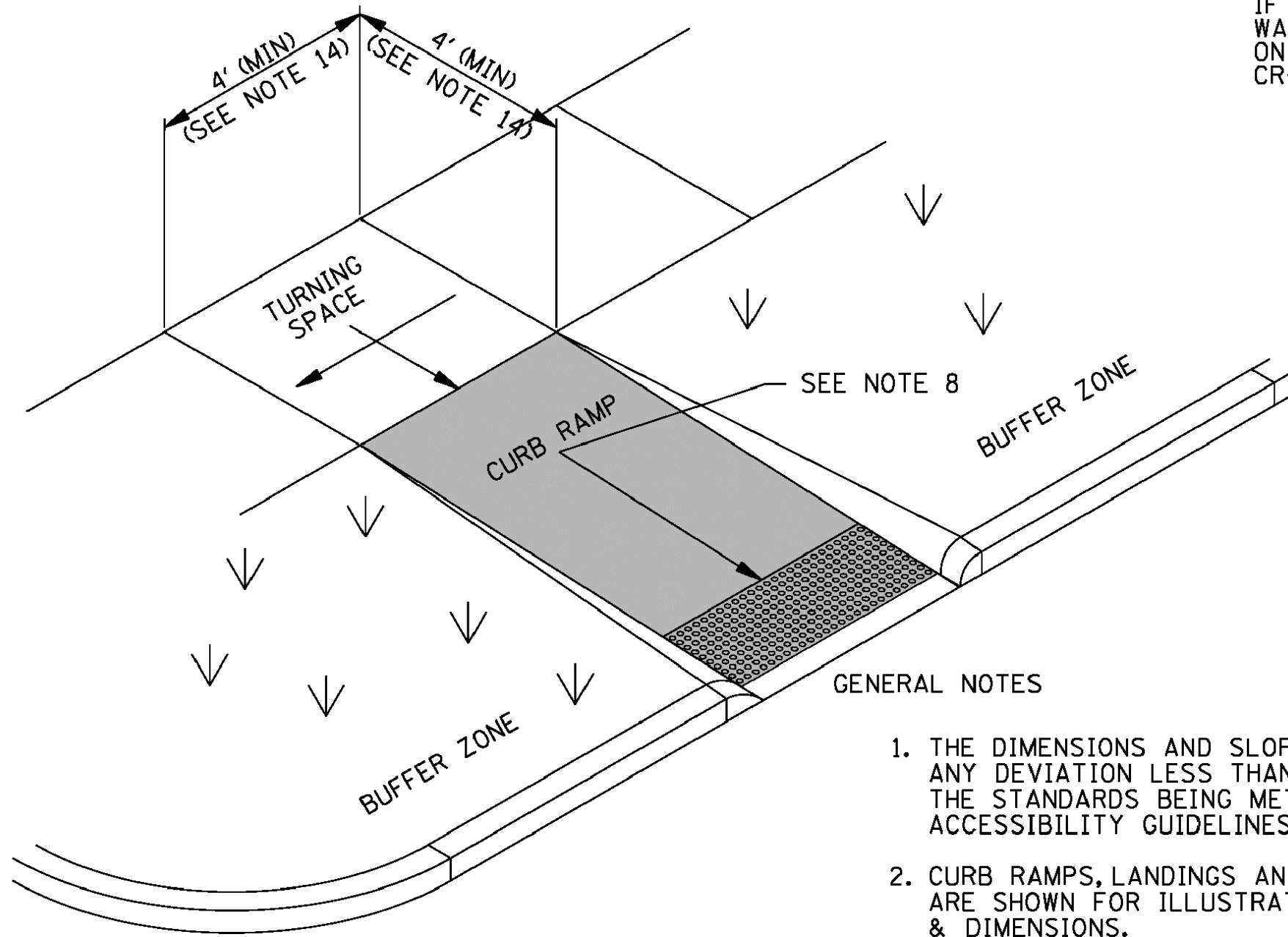


- GENERAL NOTES:
1. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
 2. SEE WK. NOS. CR-1, CR-2, CR-3 & CR-4 FOR DETAILS OF CURB-CUT RAMPS.
 3. MAXIMUM 2% CROSS-SLOPE ON SIDEWALKS.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN DRIVEWAYS, CURB & GUTTER, & SIDEWALK	 WORKING NUMBER SD-1
			REVISION		
			DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>	SHEET NUMBER 6419

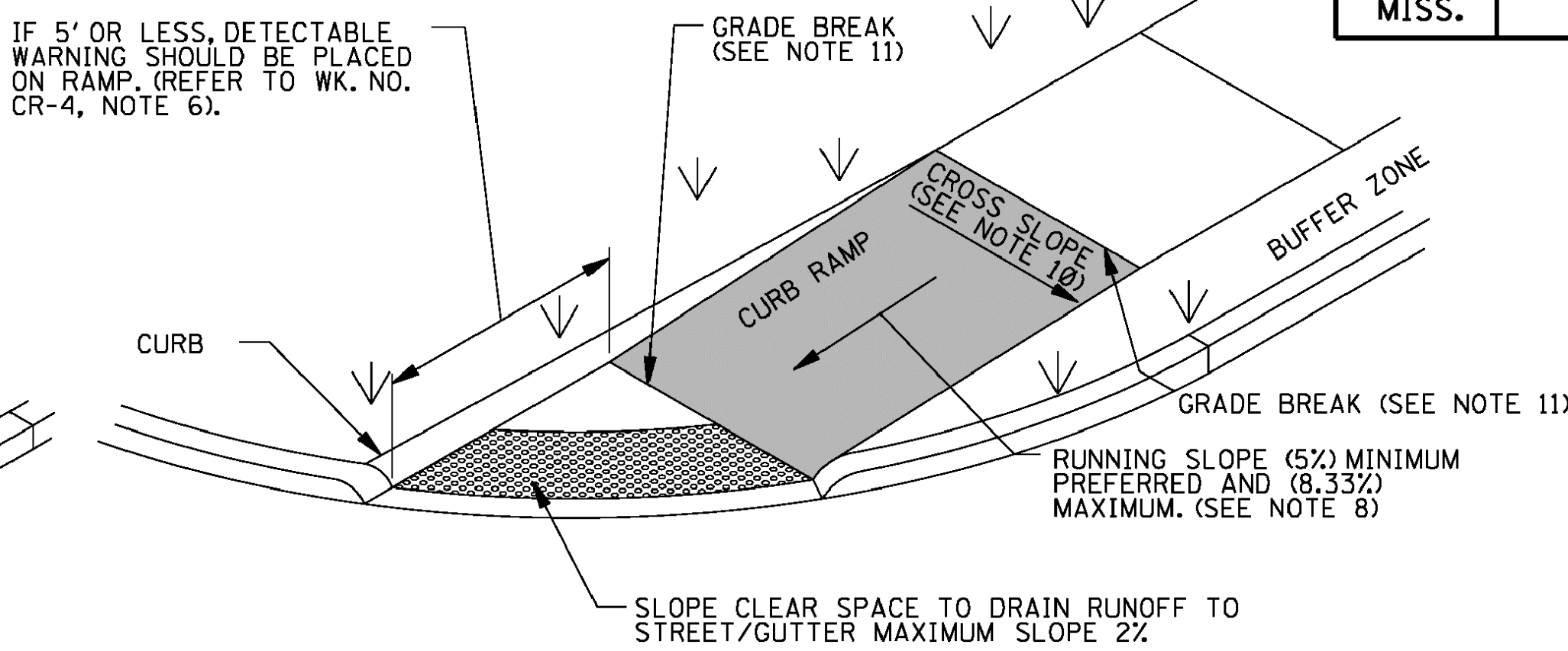


TYPE 1 – PERPENDICULAR CURB RAMP



TYPE 2 – PERPENDICULAR RETURNED CURB RAMP

SIDES OF CURB RAMPS MAY BE RETURNED, PROVIDING USEFUL DIRECTIONAL CUES, IF PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, OR EQUIPMENT.



TYPE 3 – ALTERNATE PERPENDICULAR RETURNED CURB RAMP

GENERAL NOTES

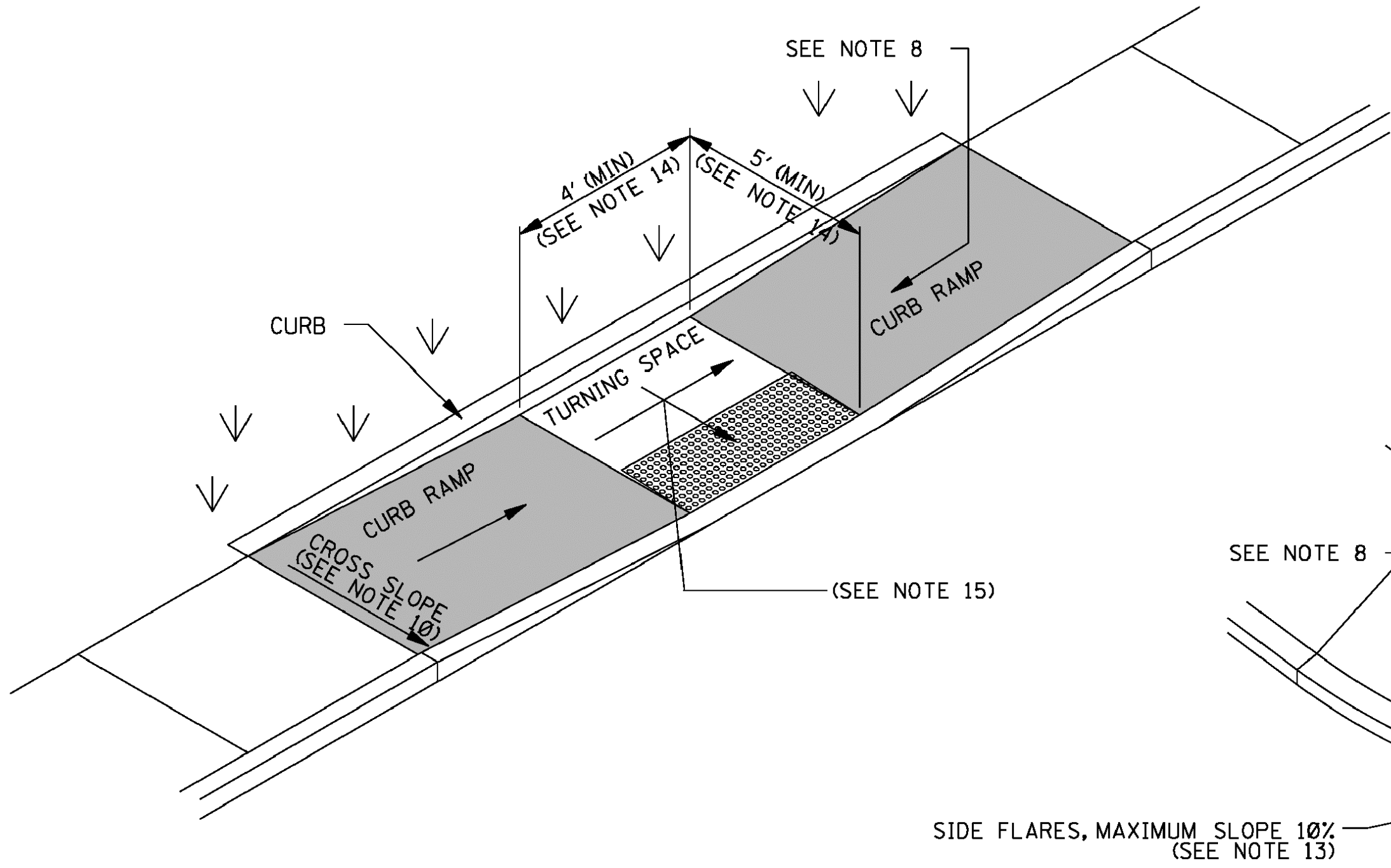
1. THE DIMENSIONS AND SLOPES PRESENTED IN THE DETAILS ARE THE MINIMUM NECESSARY TO COMPLY WITH THE ADA AND MDOT STANDARDS. ANY DEVIATION LESS THAN THE MINIMUM WIDTH OR GREATER THAN THE MAXIMUM SLOPE FROM THESE STANDARDS MUST BE DOCUMENTED WITH THE STANDARDS BEING MET TO THE GREATEST EXTENT PRACTICABLE AND CONSISTENT WITH THE MOST CURRENT PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG).
2. CURB RAMPS, LANDINGS AND BLENDED TRANSITIONS MAY REQUIRE THE USE OF DETECTABLE WARNINGS. DETECTABLE WARNINGS ON THIS SHEET ARE SHOWN FOR ILLUSTRATION ONLY. REFER TO THE DETECTABLE WARNING DETAILS ON WK. NO. CR-4 FOR DETAILS ON PLACEMENT, ORIENTATION & DIMENSIONS.
3. THE LOCATION, ORIENTATION, AND TYPE OF CURB RAMPS SHOULD BE AS SHOWN IN THE PLANS.
4. ANY COMBINATION OF PERPENDICULAR, PERPENDICULAR RETURNED, AND PARALLEL CURB RAMPS MAY BE USED TO ACHIEVE AN ACCESSIBLE DESIGN AS LONG AS THE BASIC REQUIREMENTS FOR CURB RAMPS ARE MET.
5. CURB RAMPS SHALL BE PAID FOR AS SIDEWALK.
6. THE THICKNESS OF THE CURB RAMP SHALL BE A MINIMUM OF 4".
7. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE OF 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.

CURB RAMP NOTES:

8. THE CLEAR WIDTH OF CURB RAMP RUNS (EXCLUDING ANY FLARED SIDES), BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE THE WIDTH OF THE SIDEWALK, OR 4' MINIMUM. THE RUNNING SLOPE OF A CURB RAMP SHALL BE 5% MINIMUM, AND 8.33% MAXIMUM (7.1% PREFERRED). THE RUNNING SLOPE OF BLENDED TRANSITIONS SHALL BE 5% MAXIMUM.
9. WHERE THE SLOPE OF THE ROADWAY EXCEEDS 8.33%, THE CURB RAMP LENGTH IS THE LENGTH NECESSARY TO MEET THE EXISTING SIDEWALK. IT IS NOT NECESSARY THAT THE RAMP EXCEED 15'.
10. THE CROSS SLOPE OF CURB RAMPS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE IS PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
11. GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMP RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF RAMP RUNS AND TURNING SPACES. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
12. RAMP TRANSITIONS BETWEEN WALKS, TURNING SPACES, LANDINGS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT VERTICAL CHANGES.
13. WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP, FLARED SIDES SHALL BE SLOPED 10% MAXIMUM, MEASURED PARALLEL TO THE CURB LINE.

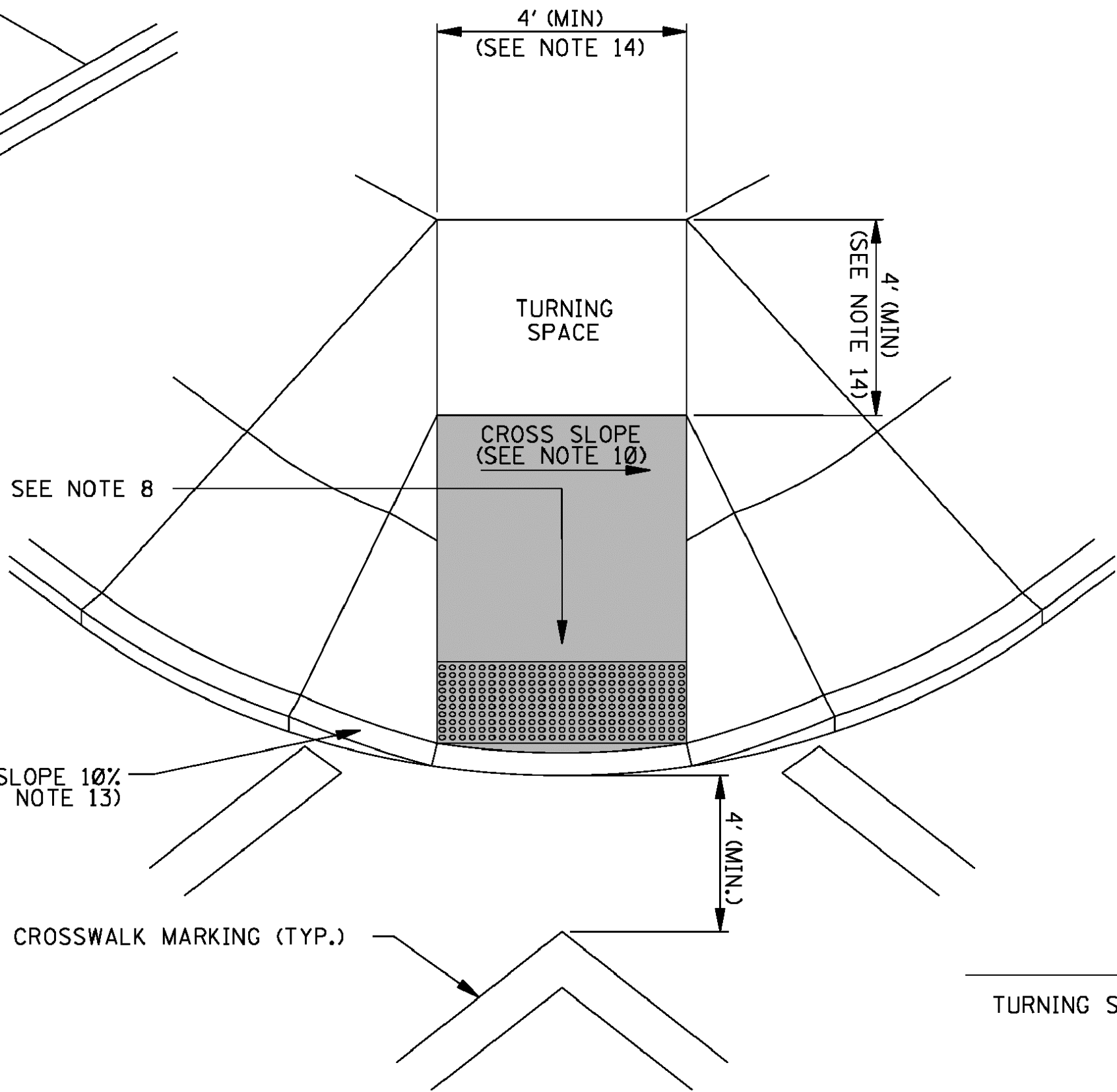
TURNING SPACE NOTES:

14. A TURNING SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED AT THE TOP OF PERPENDICULAR RAMPS AND AT THE BOTTOM OF PARALLEL RAMPS. TURNING SPACES ARE ALLOWED TO OVERLAP OTHER TURNING SPACES AND CLEAR SPACES. IF THE TURNING SPACE IS CONSTRAINED BY A CURB, WALL, OR OTHER OBSTRUCTION, THE TURNING SPACE SHALL BE 4' MINIMUM BY 5' MINIMUM, WITH THE 5' DIMENSION PROVIDED IN THE DIRECTION OF TRAVEL TOWARD THE CONSTRAINT.
15. THE RUNNING SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). THE CROSS SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
16. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.
17. THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMP RUNS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 5% MAXIMUM. IT IS BEST PRACTICE TO PROVIDE A 2' LEVEL STRIP AT THE GUTTER IF THE GRADE BREAK EXCEEDS 11%.



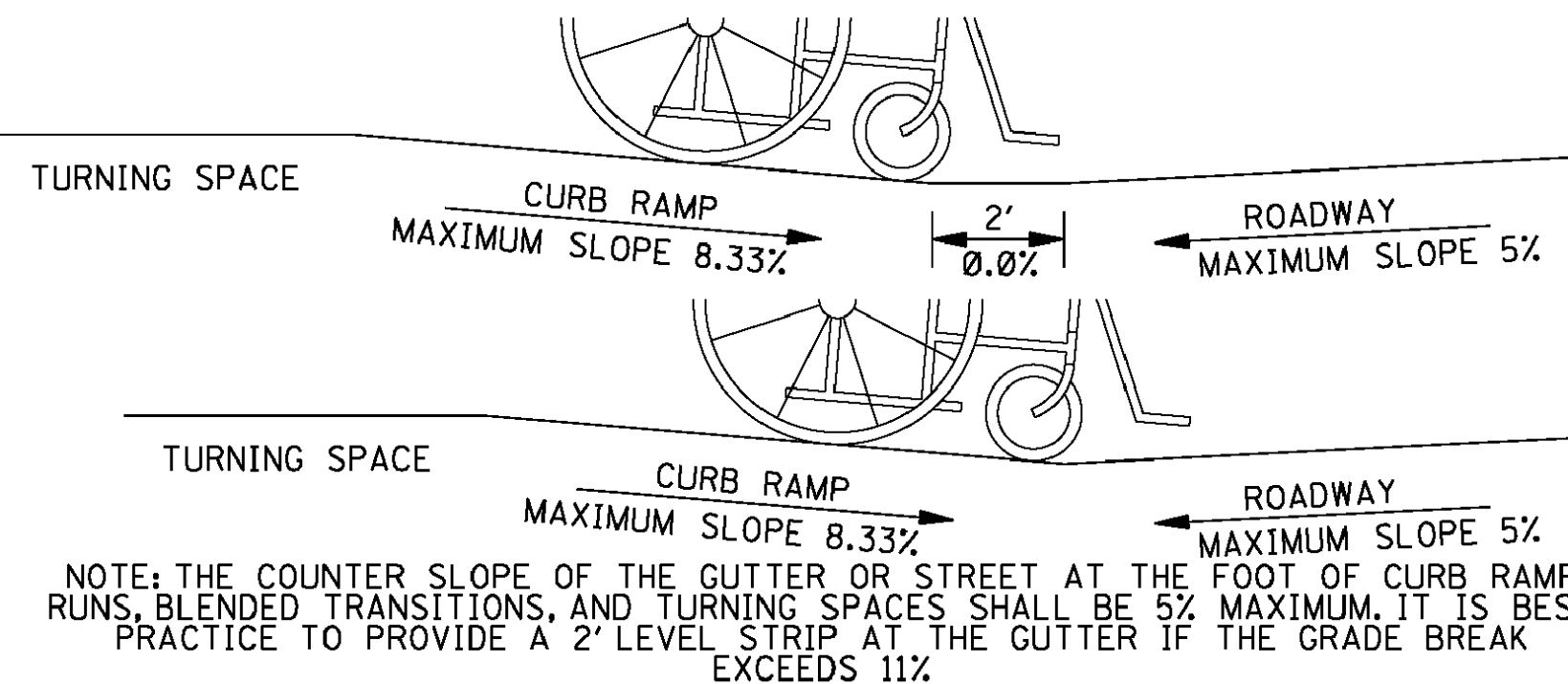
TYPE 4 – PARALLEL CURB RAMP

THE CURB BEHIND THE TURNING SPACE AND RAMPS IS NOT REQUIRED, BUT IS SUGGESTED FOR RETAINING SOIL AND PROVIDING AN EDGE FOR PEDESTRIANS WITH VISUAL IMPAIRMENTS.



TYPE 5 – DIAGONAL CURB RAMP

DIAGONAL CURB RAMPS ARE UNACCEPTABLE IN NEW CONSTRUCTION. THEY MAY BE USED FOR ALTERATIONS ONLY IF IT IS THE ONLY OPTION THAT WILL WORK.



COUNTER SLOPE CONDITIONS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
CURB RAMPS RAMP DESIGN ELEMENTS			
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
WORKING NUMBER CR-1			
SHEET NUMBER 6421			
ISSUE DATE: AUGUST 01, 2017			

DRAWING No.: 12228

THE CURB BEHIND THE TURNING SPACE AND RAMPS IS NOT REQUIRED, BUT IS SUGGESTED FOR RETAINING SOIL AND PROVIDING AN EDGE FOR PEDESTRIANS WITH VISUAL IMPAIRMENTS.

GENERAL NOTES:

1. THE DETAILS PROVIDED ARE NOT DRAWN TO SCALE. THE QUANTITY OF DOMES DEPICTED ON THE DETECTABLE WARNING UNIT (THE DOMES AND THE ENTIRE 2' LEVEL SURFACE) IS FOR ILLUSTRATION ONLY.
2. ALL DETECTABLE WARNINGS SHOWN ON THIS SHEET SHALL BE PAID FOR - PER SQUARE FEET, UNLESS OTHERWISE NOTED IN THE PLANS.

DETECTABLE WARNING UNIT DIMENSIONS:

3. DETECTABLE WARNING SURFACES SHALL EXTEND 2' MINIMUM IN THE DIRECTION OF PEDESTRIAN TRAVEL. AT CURB RAMP AND BLENDED TRANSITIONS, DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP RUN (EXCLUDING ANY FLARED SIDES), BLENDED TRANSITION, OR TURNING SPACE. AT PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY, DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH OF THE CROSSING. AT BOARDING PLATFORMS FOR BUSES AND RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL LENGTH OF THE PUBLIC USE AREAS OF THE PLATFORM. AT BOARDING AND ALIGHTING AREAS AT SIDEWALK OR STREET LEVEL TRANSIT STOPS FOR RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL LENGTH OF THE TRANSIT STOP.

DOME ALIGNMENT:

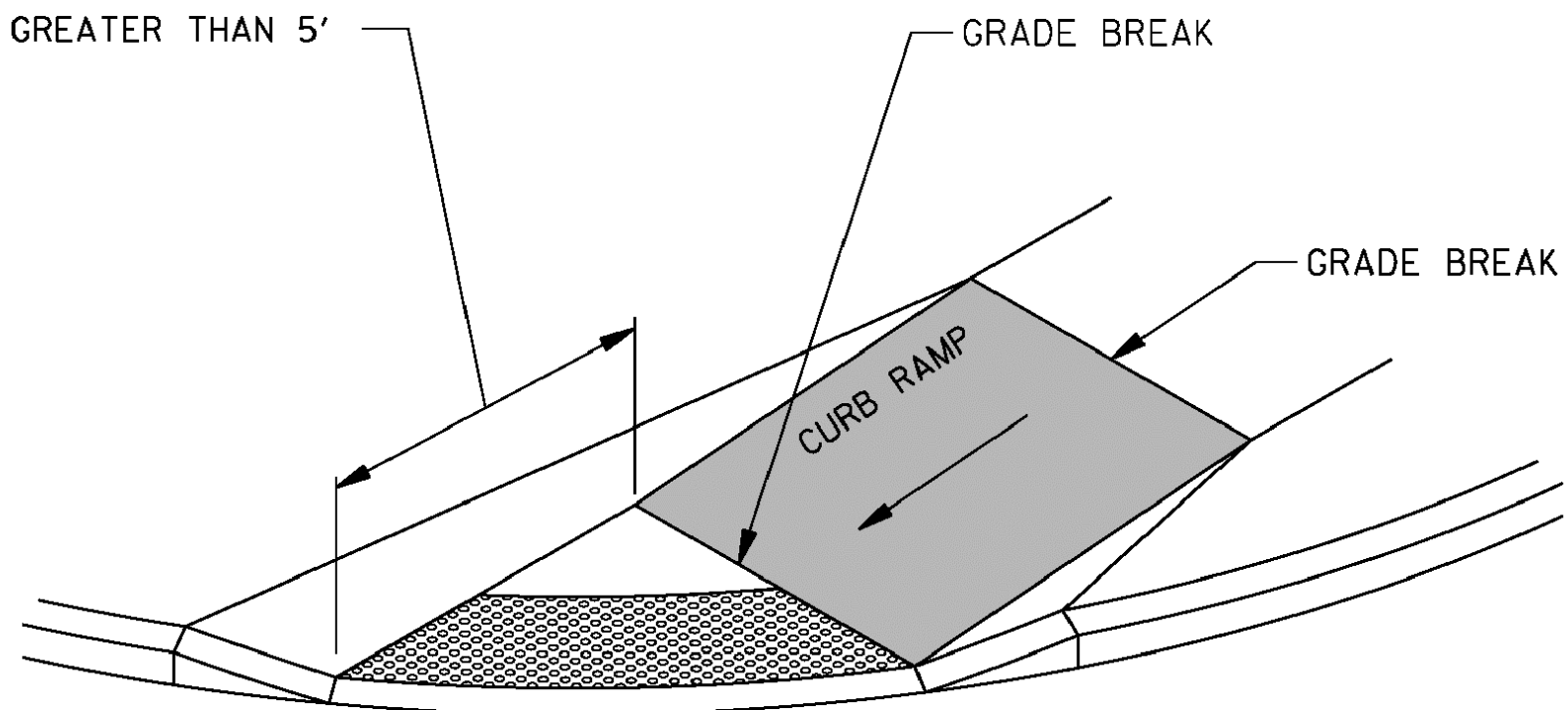
4. THE ROWS OF DOMES SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE GRADE BREAK AT THE RAMP LANDING OR BETWEEN THE CURB RAMP AND THE STREET.
5. WHERE DOMES ARE ARRAYED RADially THEY MAY DIFFER IN DOME DIAMETER AND CENTER-TO-CENTER SPACING WITHIN THE RANGES SPECIFIED ON THIS SHEET.

COLOR REQUIREMENTS:

6. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT GUTTER, STREET OR HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.

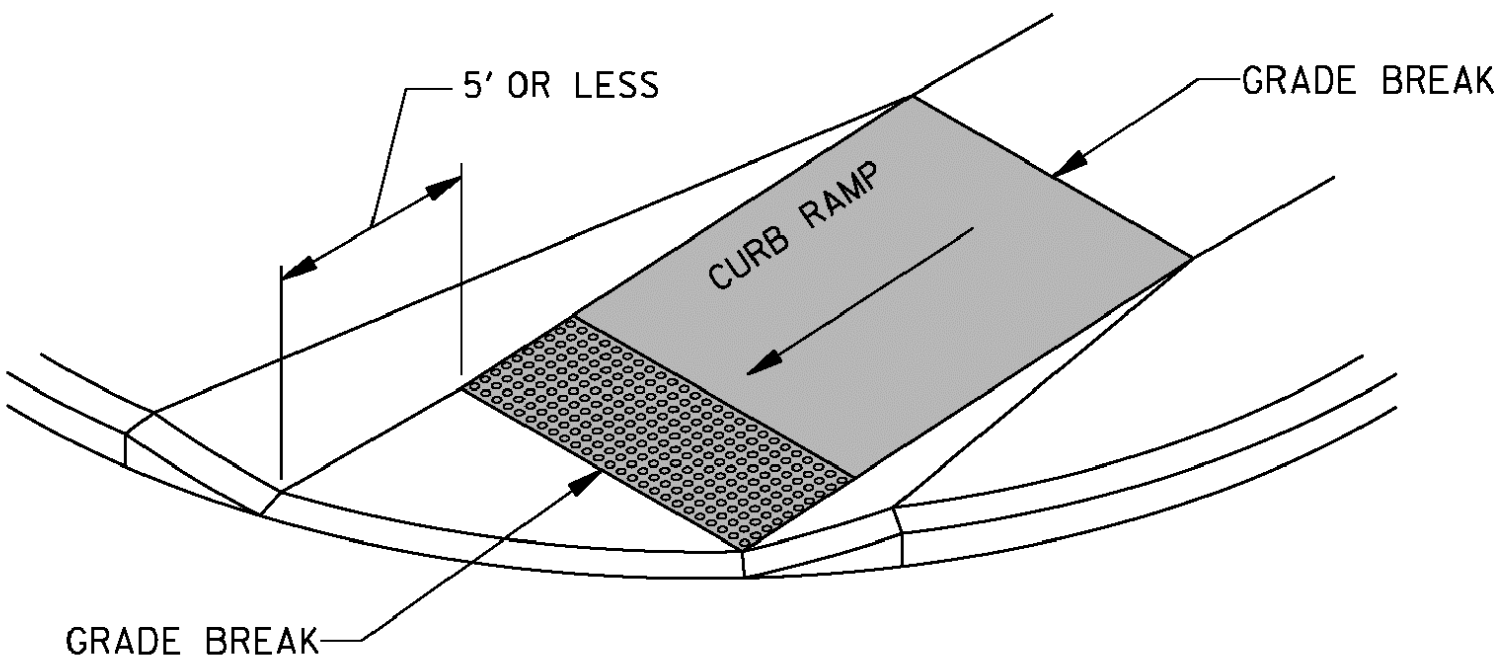
DETECTABLE WARNINGS LOCATIONS:

7. ON PERPENDICULAR CURB RAMP, WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE IN FRONT OF THE BACK OF CURB, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE BACK OF CURB. WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE BEHIND THE BACK OF CURB AND THE DISTANCE FROM EITHER END OF THE BOTTOM GRADE BREAK TO THE BACK OF CURB IS 5' OR LESS, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE RAMP RUN WITHIN ONE DOME SPACING OF THE BOTTOM GRADE BREAK. WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE BEHIND THE BACK OF CURB AND THE DISTANCE FROM EITHER END OF THE BOTTOM GRADE BREAK TO THE BACK OF CURB IS MORE THAN 5', DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE LOWER LANDING AT THE BACK OF CURB.
8. ON PARALLEL CURB RAMP, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE TURNING SPACE AT THE FLUSH TRANSITION BETWEEN THE STREET AND SIDEWALK.
9. ON BLENDED TRANSITIONS, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE BACK OF CURB. WHERE RAISED PEDESTRIAN STREET CROSSINGS, DEPRESSED CORNERS, OR OTHER LEVEL PEDESTRIAN STREET CROSSINGS ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE FLUSH TRANSITION BETWEEN THE STREET AND THE SIDEWALK.
10. AT CUT-THROUGH PEDESTRIAN REFUGE ISLANDS, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE EDGES OF THE PEDESTRIAN ISLAND AND SHALL BE SEPARATED BY A 2' MINIMUM LENGTH OF SURFACE WITHOUT DETECTABLE WARNINGS.
11. AT PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY, DETECTABLE WARNING SURFACES SHALL BE PLACED ON EACH SIDE OF THE RAIL CROSSING. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE RAIL CROSSING SHALL BE 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. WHERE PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL.
12. AT BOARDING PLATFORMS FOR BUSES AND RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE BOARDING EDGE OF THE PLATFORM.
13. AT BOARDING AND ALIGHTING AREAS AT SIDEWALK OR STREET LEVEL TRANSIT STOPS FOR RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE SIDE OF THE BOARDING AND ALIGHTING AREA FACING THE RAIL VEHICLES.



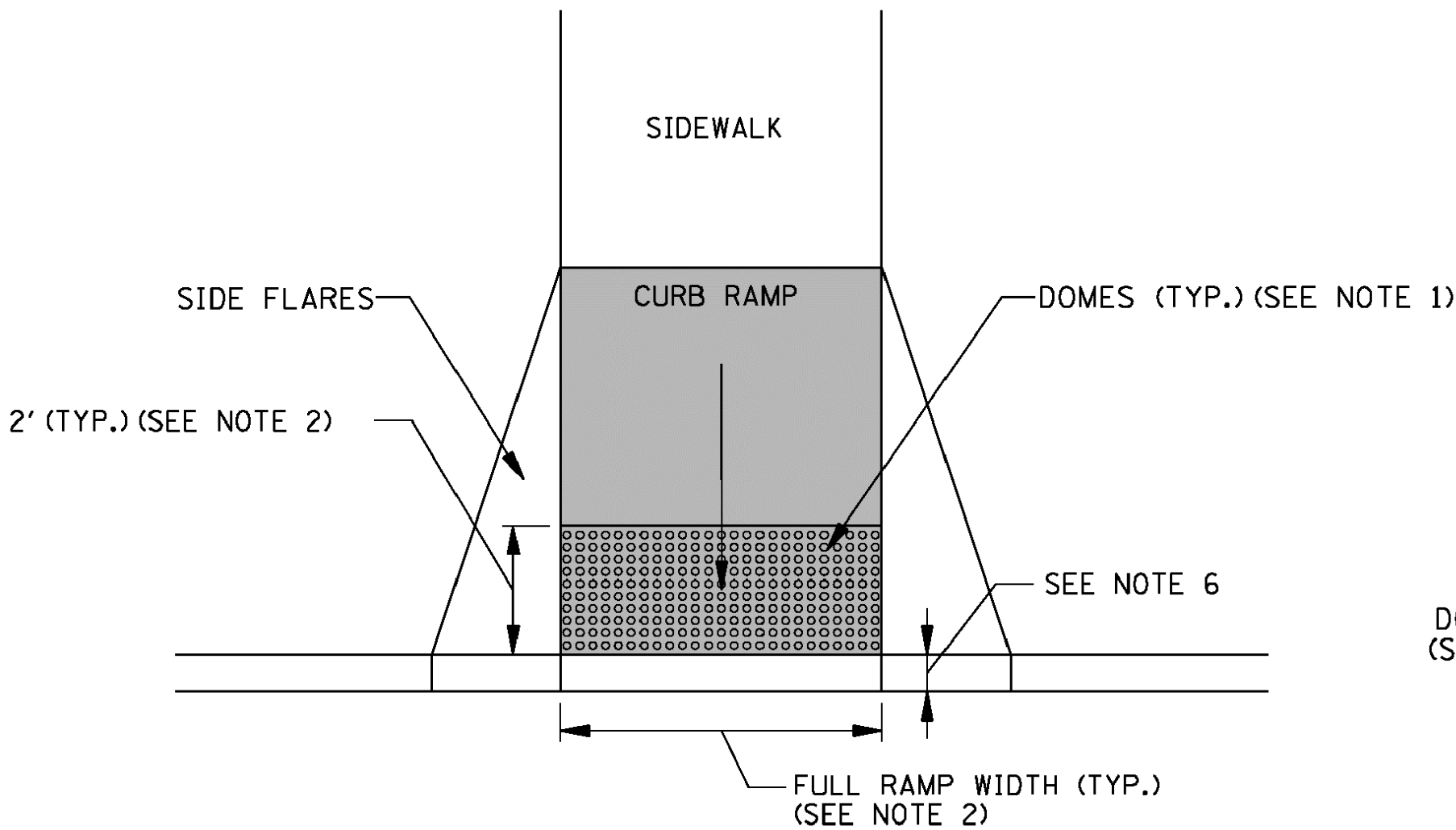
DETECTABLE WARNING PLACEMENT DETAIL 1

NOTE: IF THE DISTANCE FROM THE GRADE BREAK IS GREATER THAN OF EQUAL TO 5', DETECTABLE WARNINGS SHALL BE PLACED ALONG THE RADIUS OF THE CURVE AS SHOWN IN THE ABOVE DETAIL.

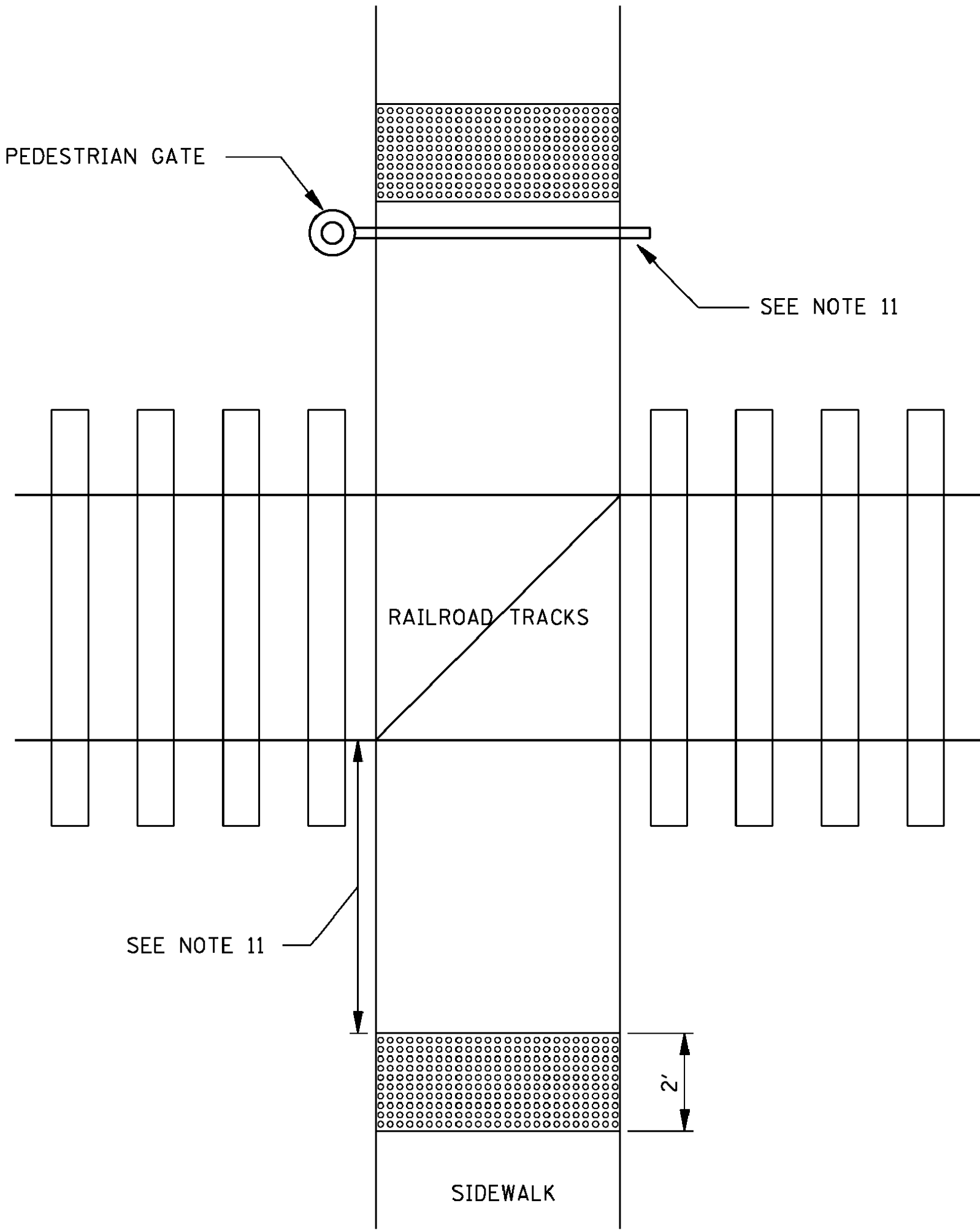


DETECTABLE WARNING PLACEMENT DETAIL 2

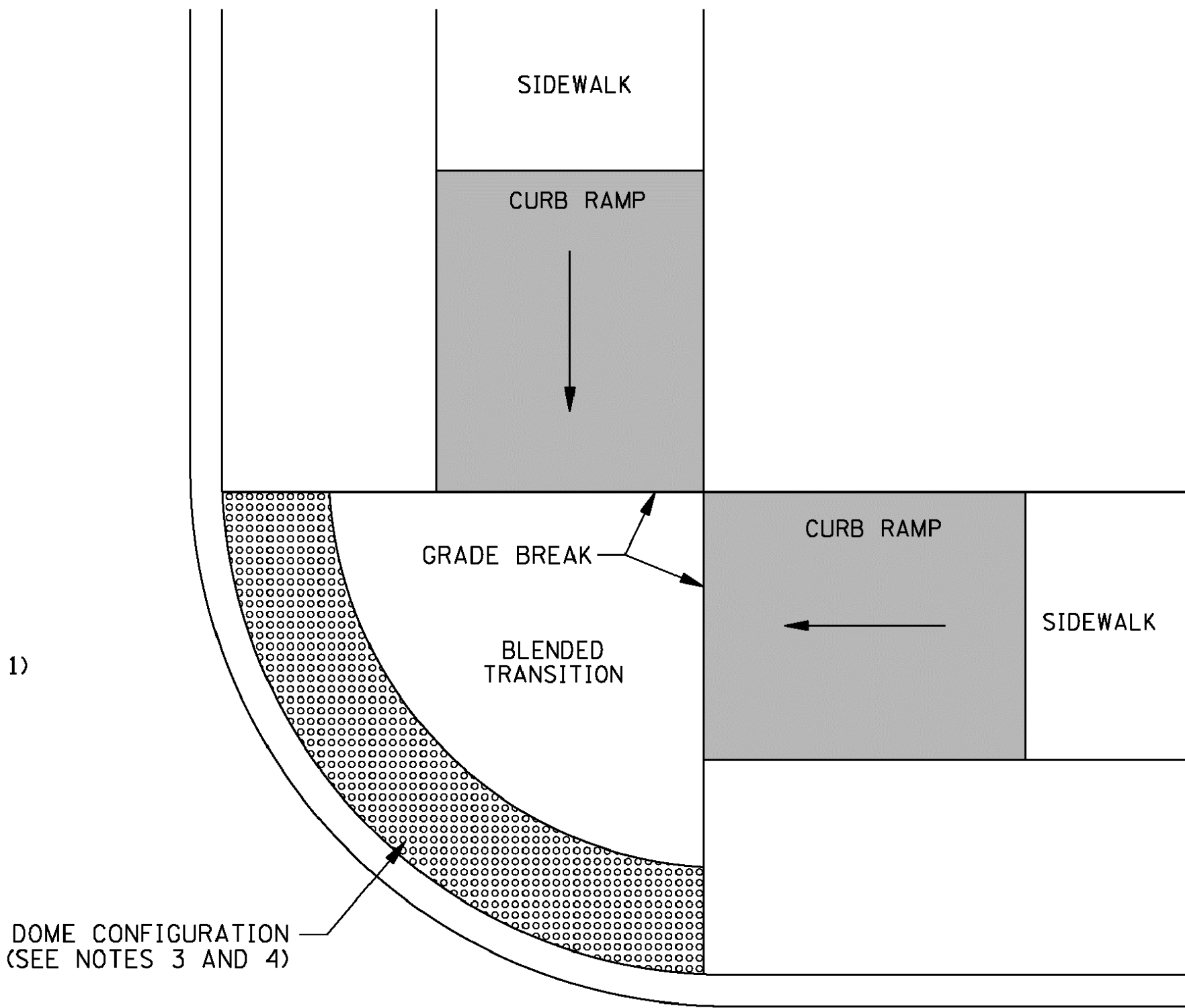
NOTE: IF THE DISTANCE FROM THE GRADE BREAK IS LESS THAN OR EQUAL TO 5', DETECTABLE WARNINGS SHALL BE PLACED ON THE CURB RAMP ALONG THE BOTTOM GRADE BREAK WITH ONE CORNER 5' TO 9' FROM THE FRONT OF THE CURB OR EDGE OF THE ROADWAY.



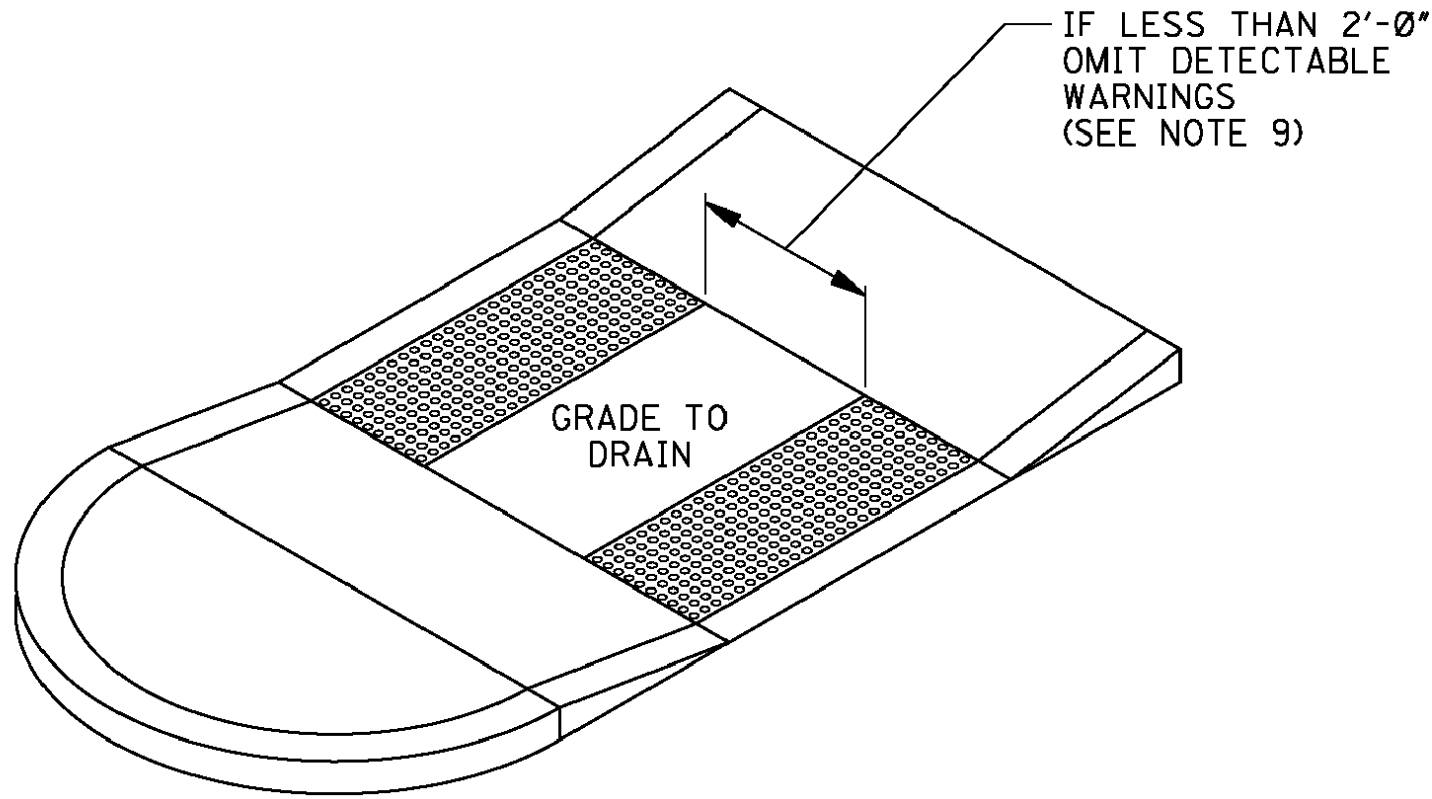
DETECTABLE WARNING AT CURB RAMP



DETECTABLE WARNINGS AT RAILROAD CROSSING

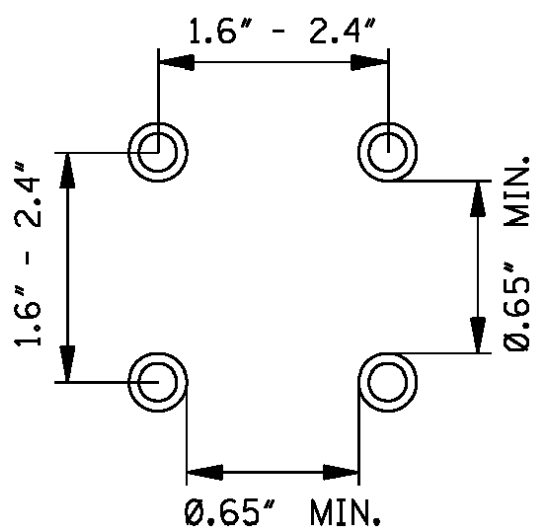


DETECTABLE WARNING AT BLENDED TRANSITION (CONFIGURATION: TYPES K AND J)

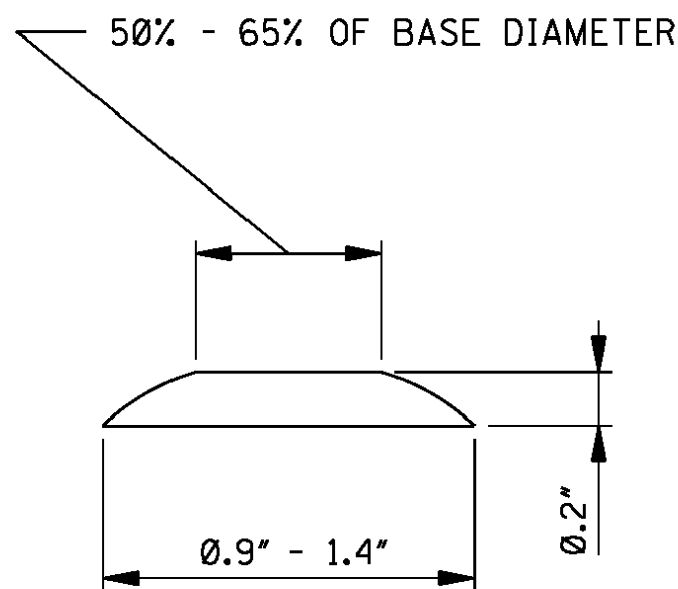


DETECTABLE WARNINGS AT MEDIAN ISLANDS

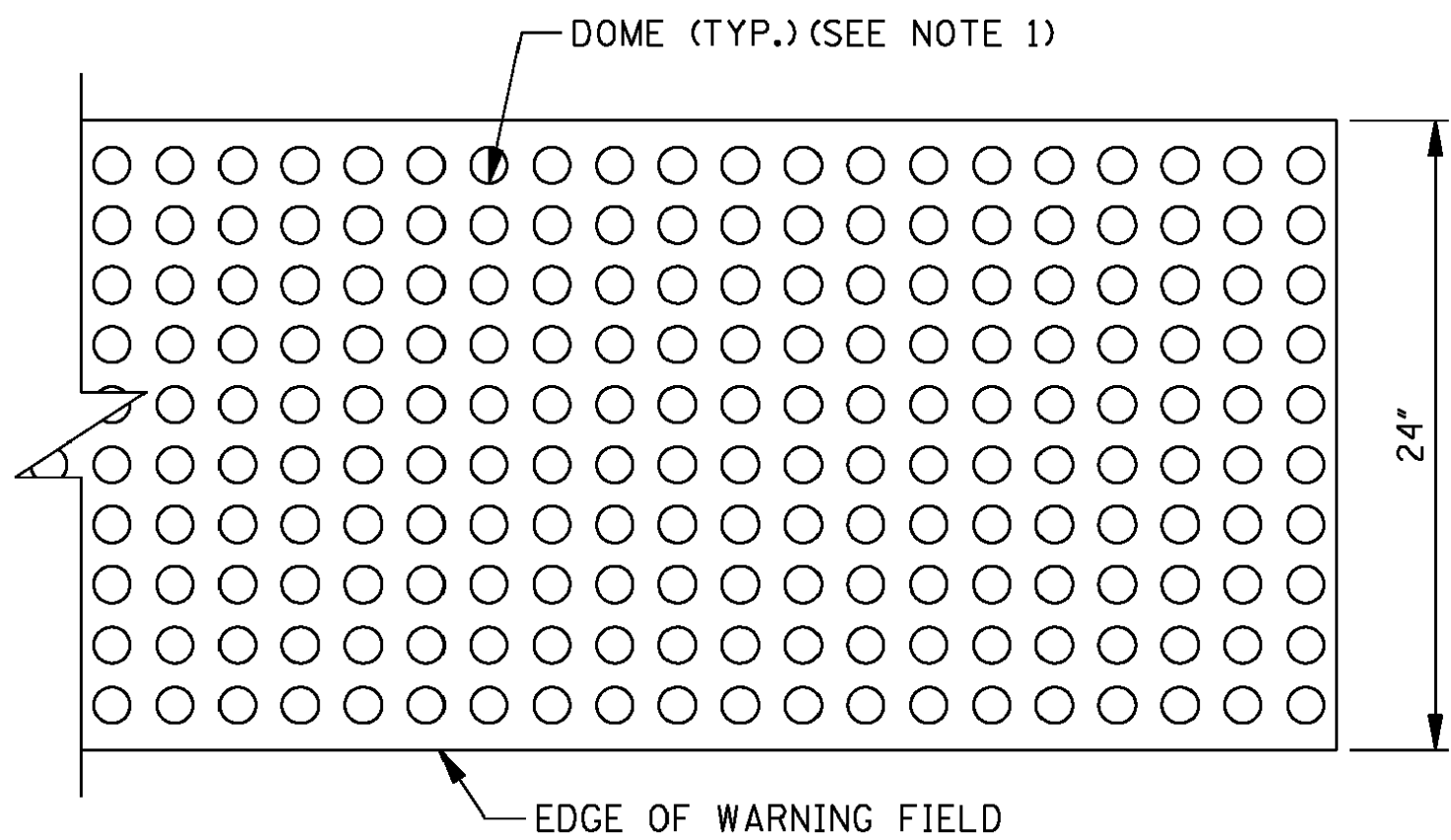
NON-ELEVATED CROSSING



DOME SPACING

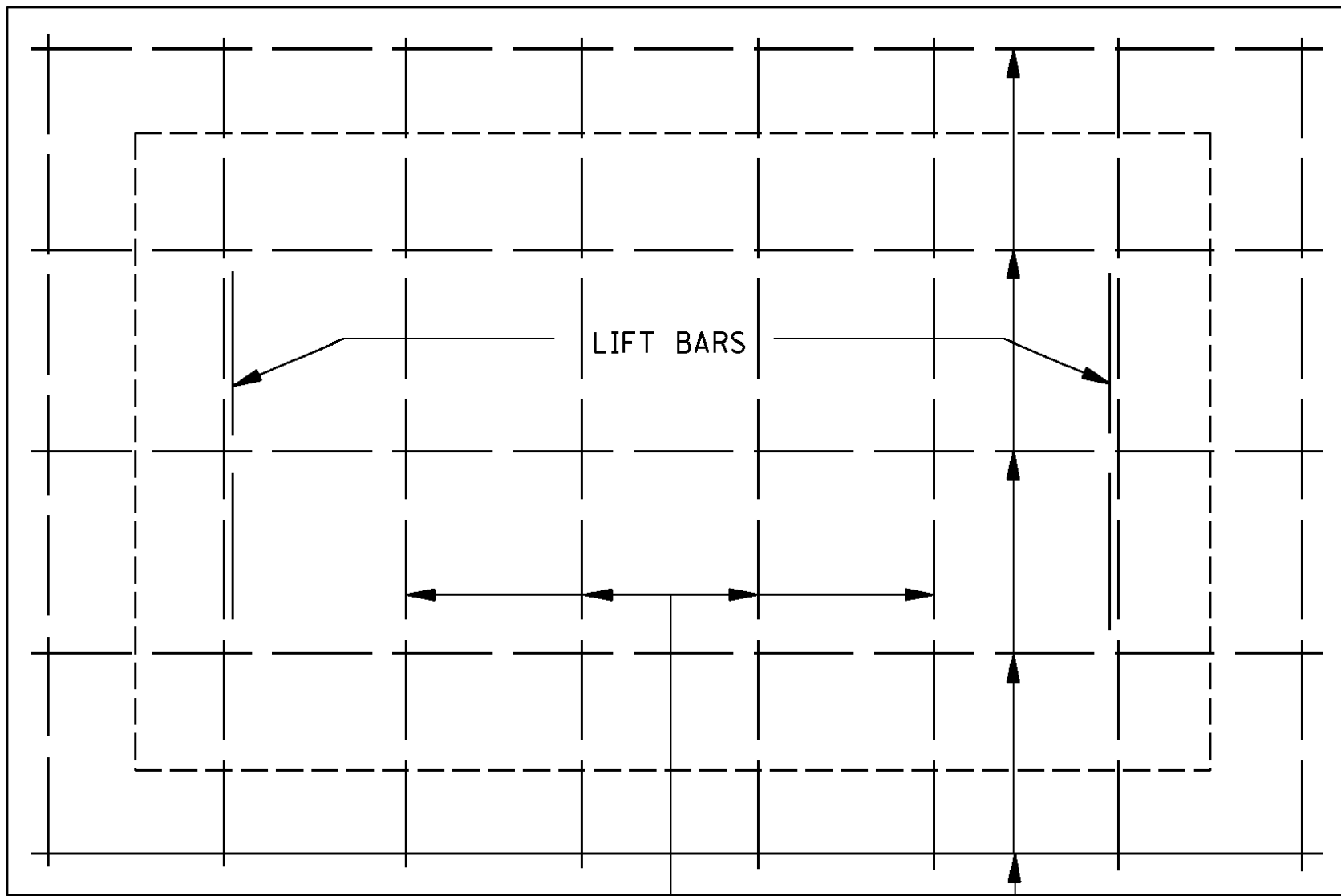


DOME SECTION

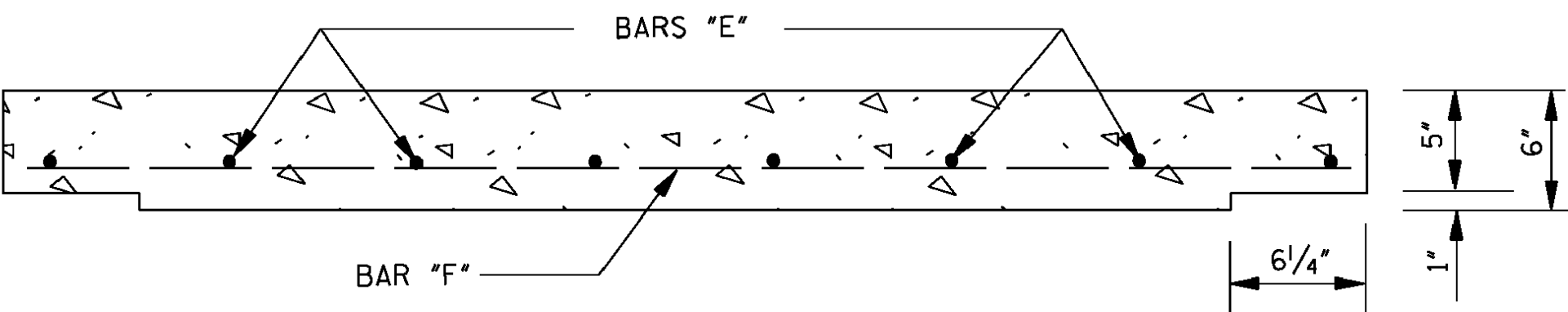


DETECTABLE WARNING LAYOUT

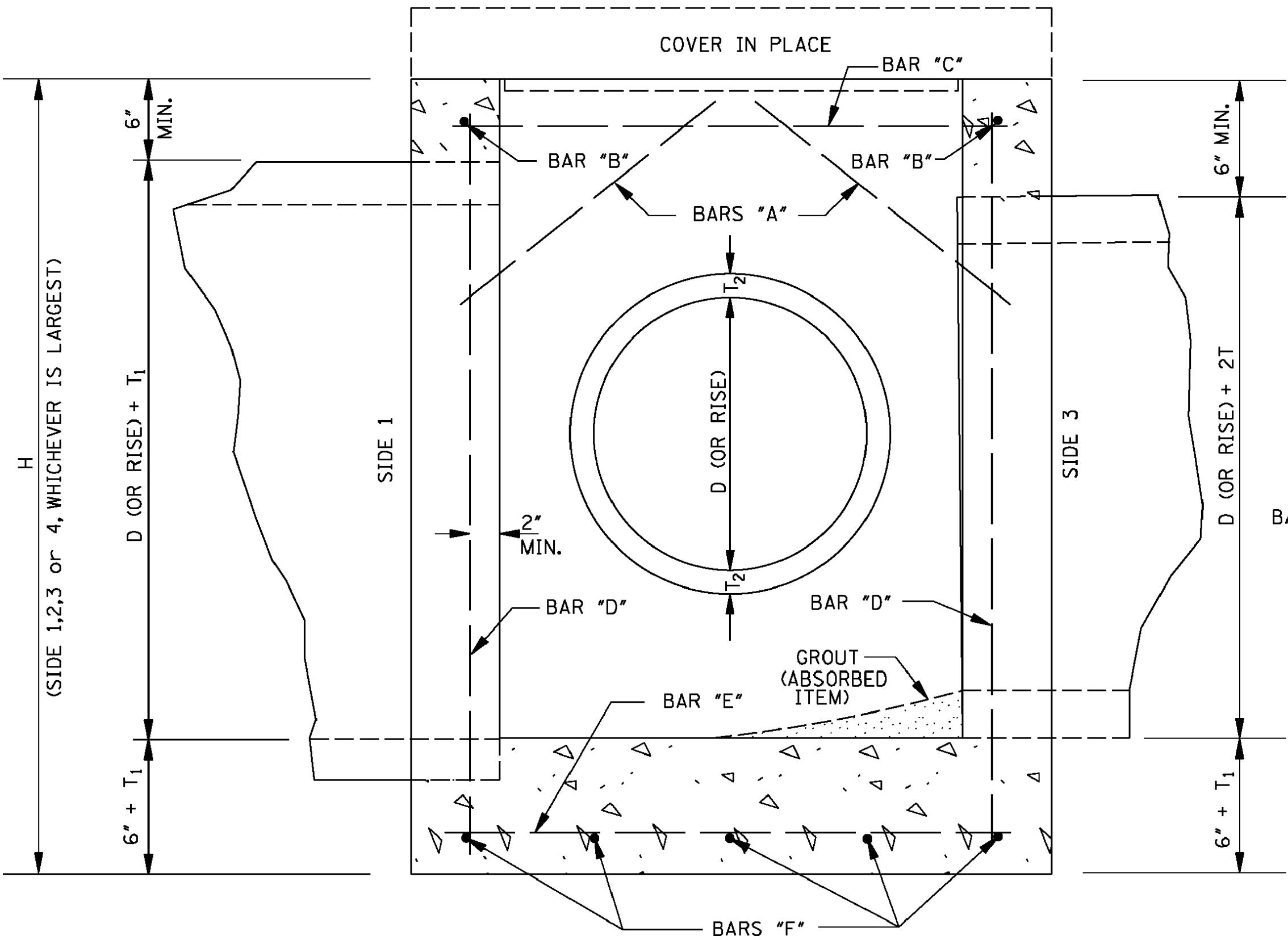
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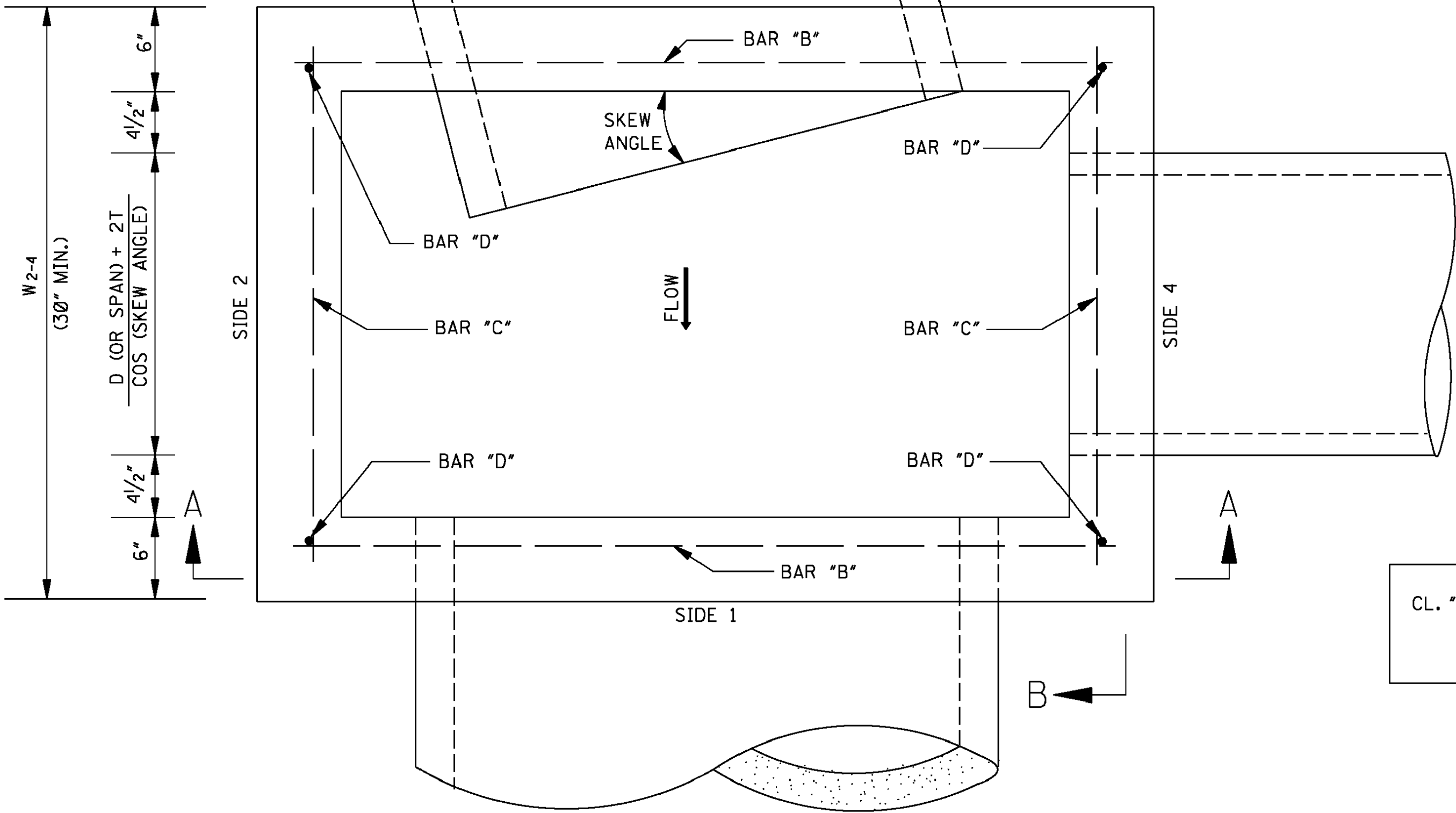
PLAN OF COVER



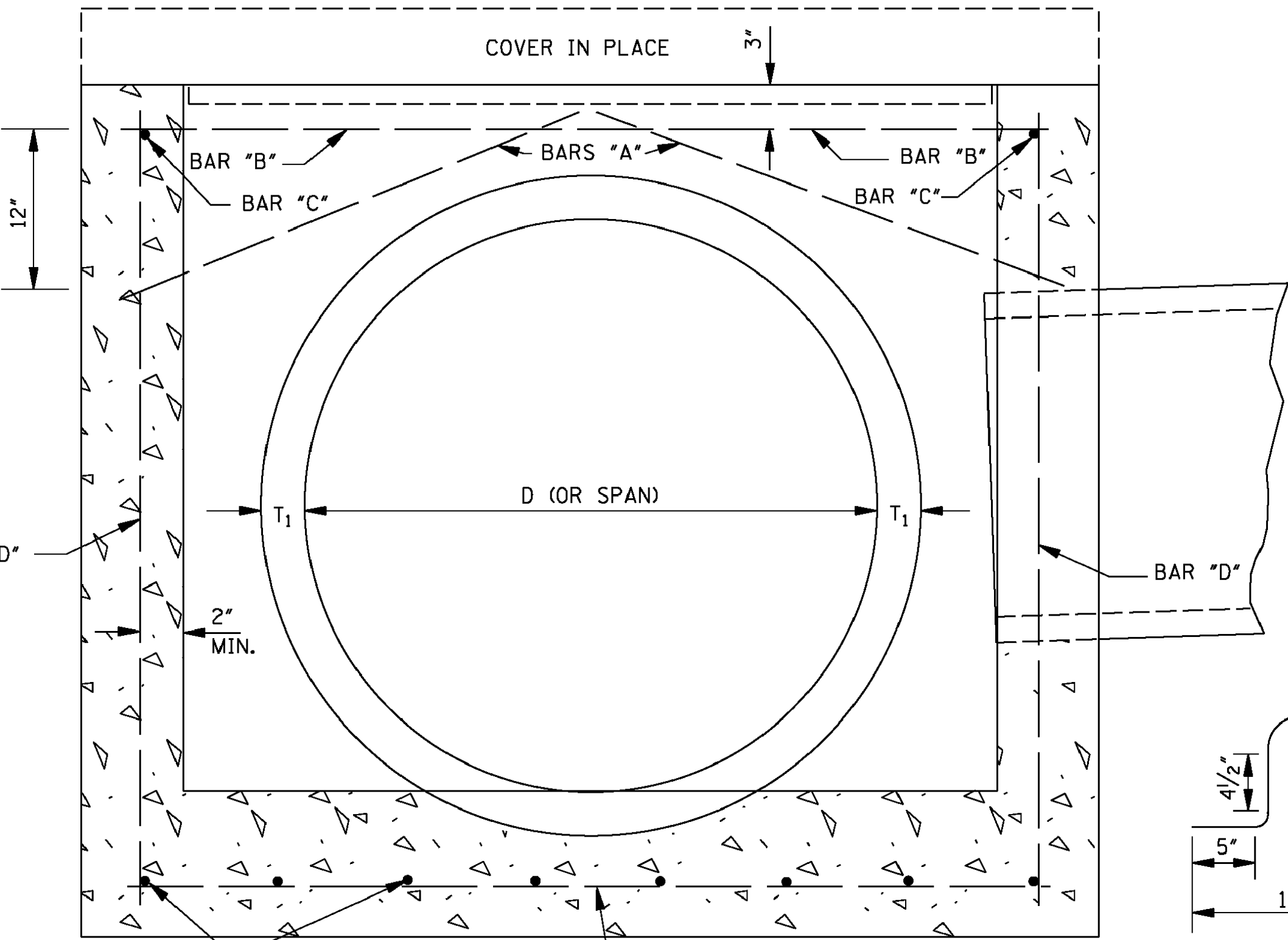
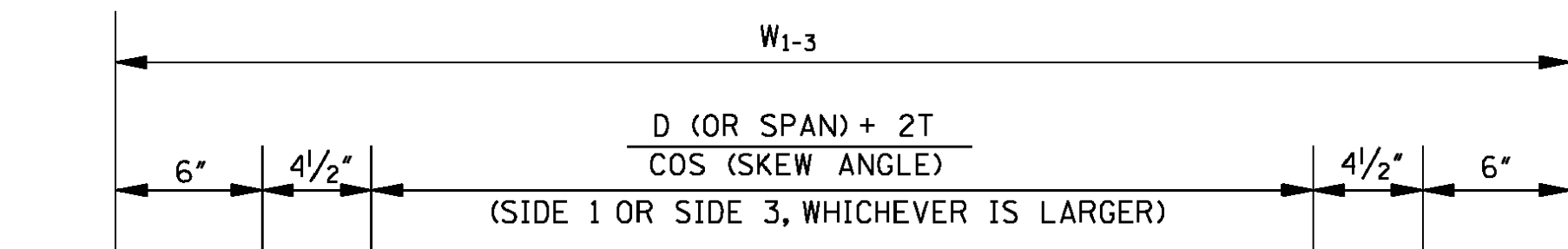
ELEVATION OF COVER



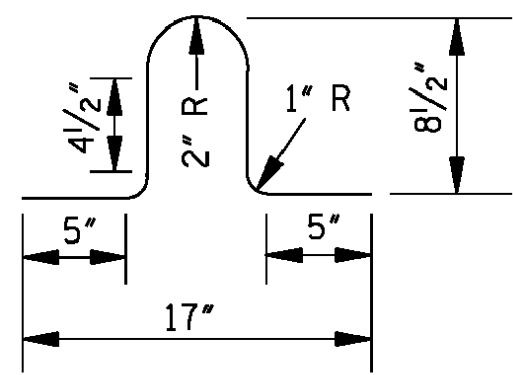
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196" + \left(\frac{W*}{2} + 2"\right)^2}$
B	#4	2	$W_{1-3} - 6"$
C	#4	2	$W_{2-4} - 6"$
D	#4	4	$H - 6"$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9"} \right) ** + 1 \right]$	$W_{2-4} - 4"$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9"} \right) ** + 1 \right]$	$W_{1-3} - 4"$

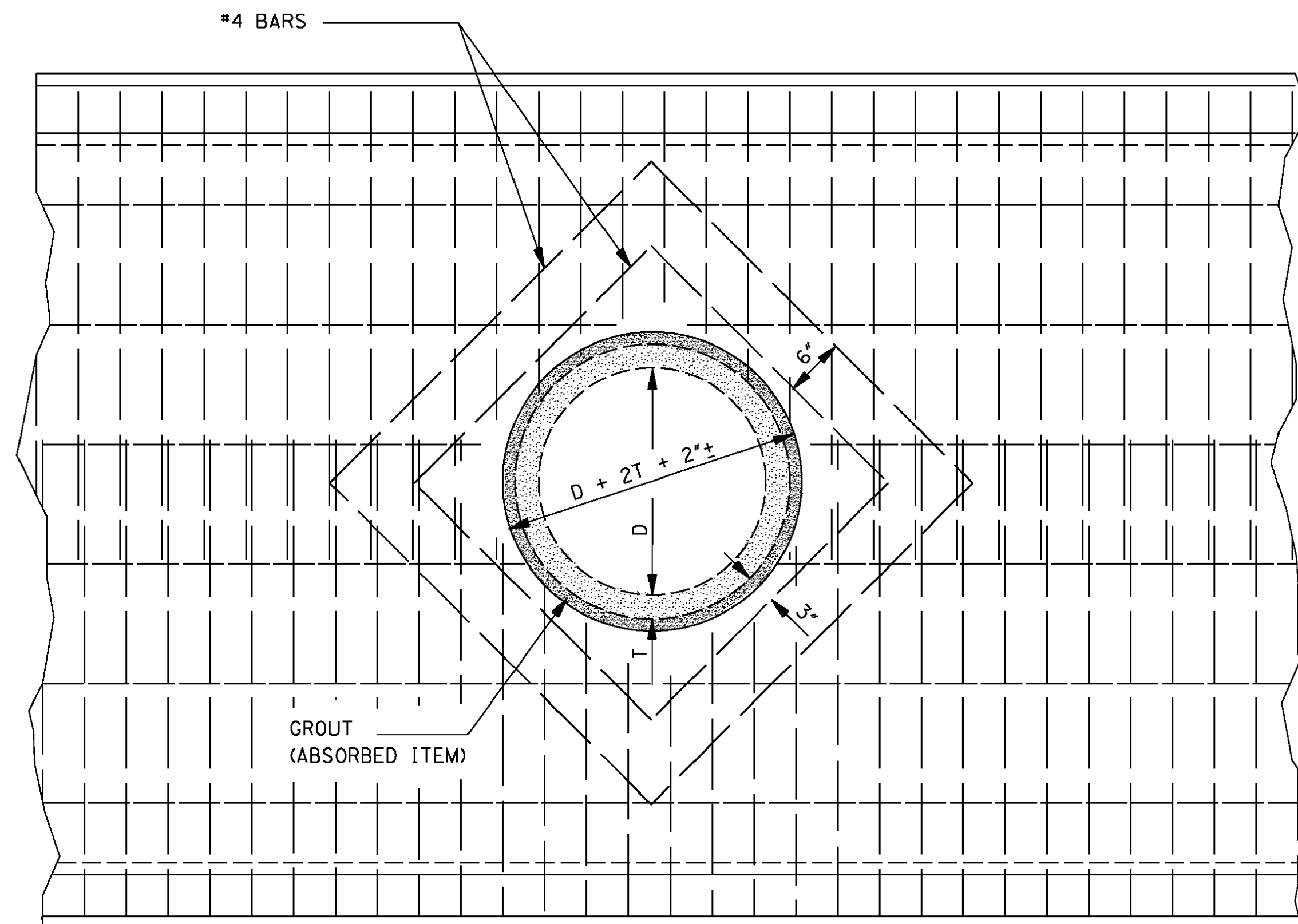
NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 12.5"W₂₋₄ - 12.5") + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 12"[H - (T₁ + 6")][(W₁₋₃ - 12") + W₂₋₄]

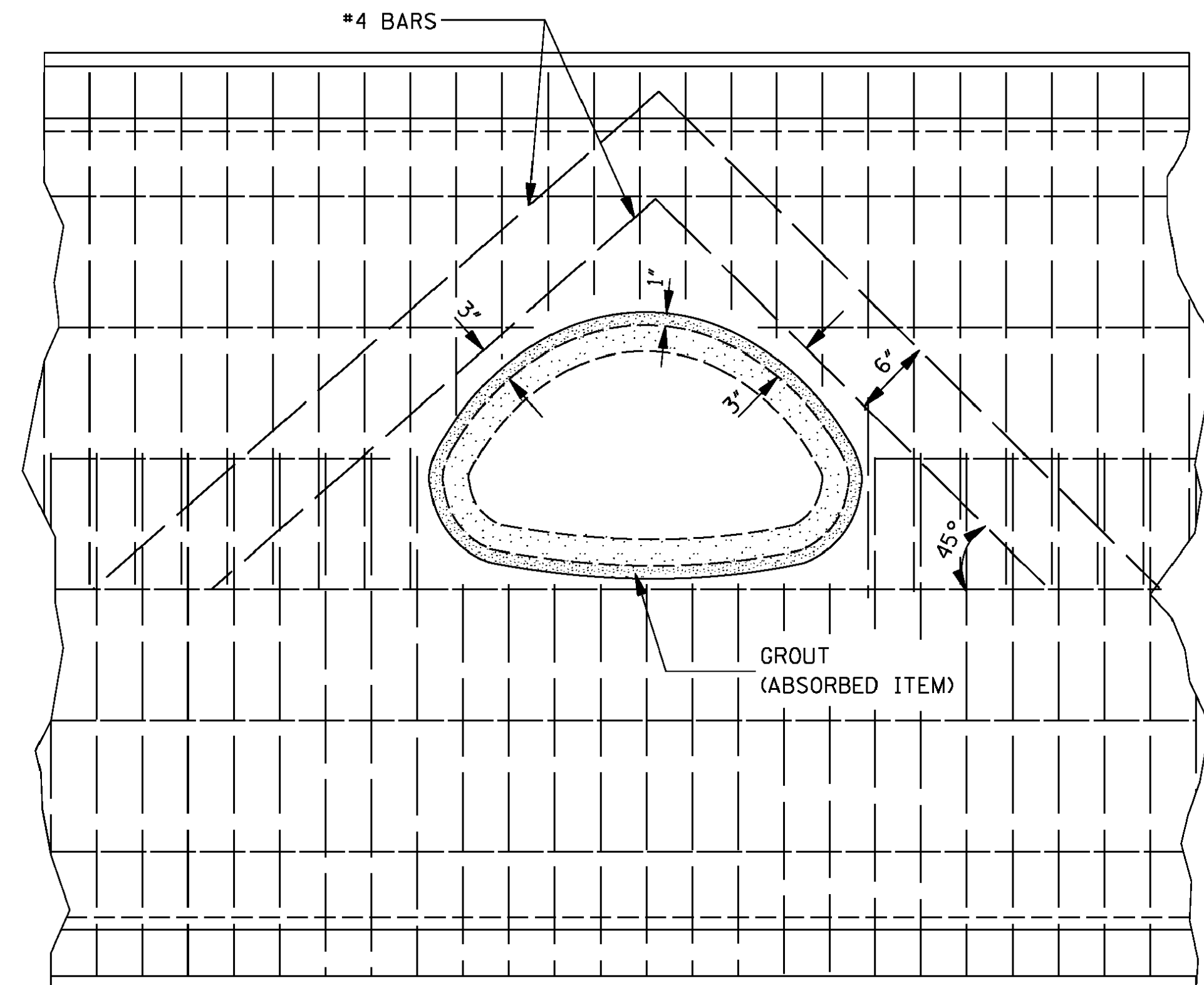
CIRCULAR PIPE			ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)	PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2 1/2"	0.053	22" x 13"	2 1/2"	0.053
24"	3"	0.091	29" x 18"	3"	0.087
30"	3 1/2"	0.138	36" x 23"	3 1/2"	0.129
36"	4"	0.196	44" x 27"	4"	0.185
42"	4 1/2"	0.263	51" x 31"	4 1/2"	0.245
48"	5"	0.340	58" x 36"	5"	0.318
54"	5 1/2"	0.427	65" x 40"	5 1/2"	0.394
60"	6"	0.524	73" x 45"	6"	0.489
66"	6 1/2"	0.630			
72"	7"	0.747			

- GENERAL NOTES:
- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
 - QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
 - CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
 - SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
 - IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

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ELEVATION SHOWING CIRCULAR PIPE
STUBBED INTO BOX CULVERT BARREL OR WING-WALL



ELEVATION SHOWING ARCH PIPE STUBBED
INTO BOX CULVERT BARREL OR WING-WALL

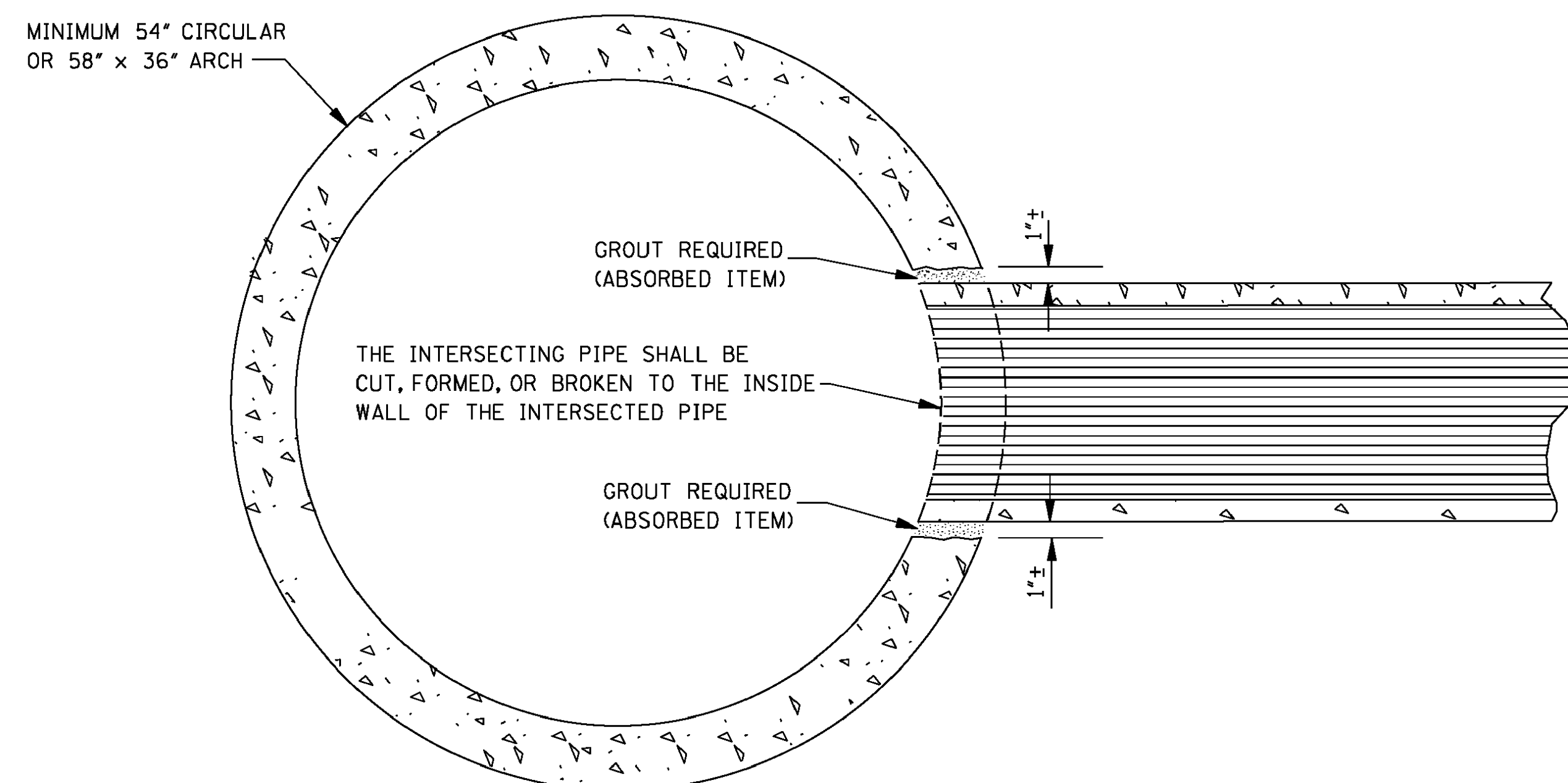
BAR LIST		
PIPE SIZE	#4 BARS	
	NO.	LGTH.
18"	4	2'-6"
	4	3'-6"
24"	4	3'-1"
	4	4'-1"
30"	4	3'-8 $\frac{1}{2}$ "
	4	4'-8 $\frac{1}{2}$ "
22" x 13"	2	3'-10"
	2	4'-9"
	1	5'-4"
29" x 18"	2	4'-6"
	2	5'-5"
	1	6'-3"

NOTES:

1. A 24" DIAMETER PIPE IS THE MAXIMUM SIZE THAT MAY BE STUBBED INTO A 54" DIAMETER PIPE.
2. A 60" DIAMETER PIPE IS THE MINIMUM SIZE THAT A 30" DIAMETER PIPE MAY BE STUBBED INTO.

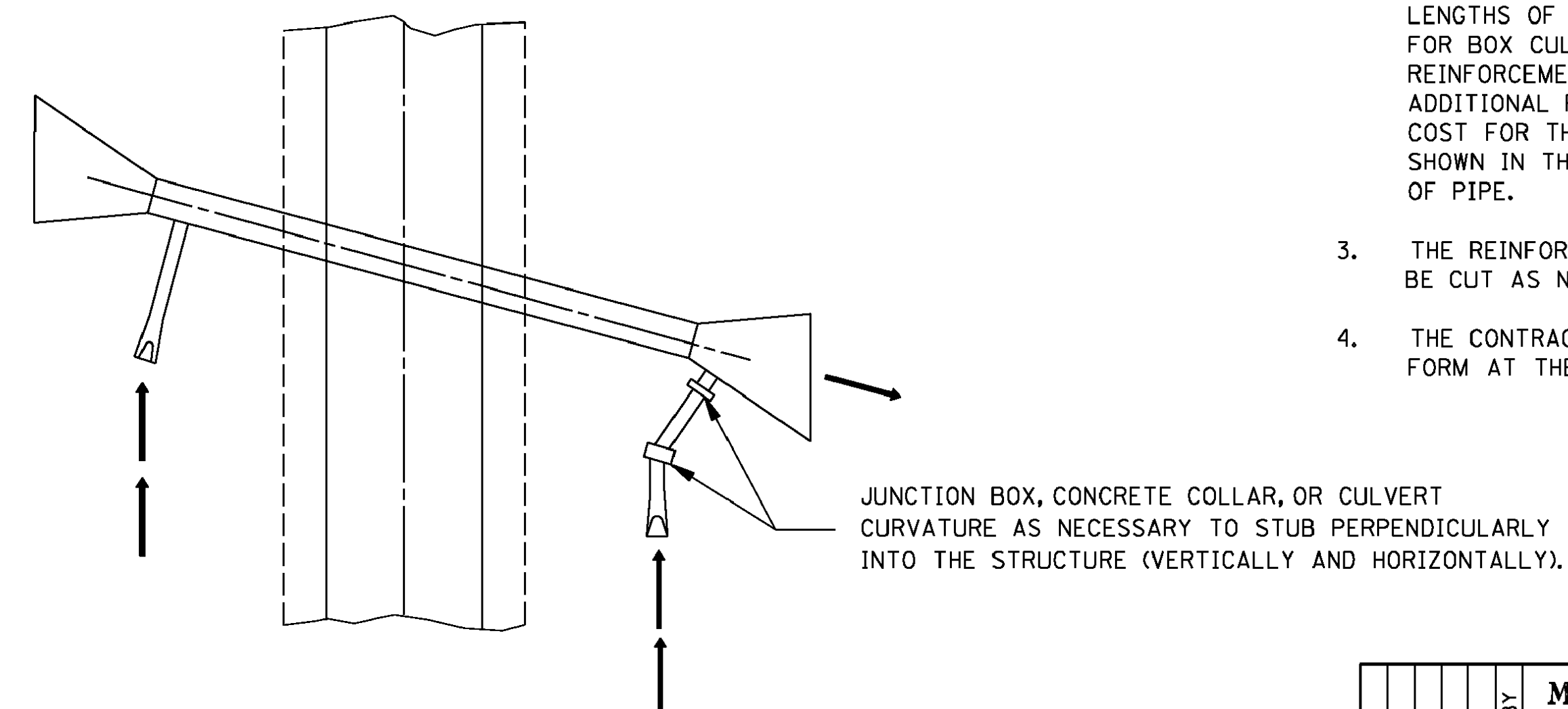
GENERAL NOTES:

1. PAYMENT FOR WORK AND MATERIALS FOR STUBBING A PIPE CULVERT INTO A BOX CULVERT OR CONCRETE PIPE SHALL BE PAID FOR AS A BRANCH CONNECTION OF THE APPROPRIATE SIZE, TYPE AND DESCRIPTION.
2. THE TABLE ON THIS SHEET INDICATES THE NUMBER AND LENGTHS OF ADDITIONAL REINFORCING STEEL BARS REQUIRED FOR BOX CULVERTS CONSTRUCTED. FOR A DOUBLE ROW OF REINFORCEMENT, DOUBLE THE NUMBER OF BARS SHOWN. THE ADDITIONAL REINFORCING STEEL SHALL BE INCLUDED IN THE COST FOR THIS TYPE OF BRANCH CONNECTION. THE QUANTITIES SHOWN IN THE TABLE ARE FOR THE MOST COMMON SIZES OF PIPE.
3. THE REINFORCEMENT OF THE INTERSECTED BOX OR PIPE SHALL BE CUT AS NECESSARY TO ACCOMMODATE THE STUBBED PIPE.
4. THE CONTRACTOR MAY INSERT THE INTERSECTING PIPE INTO THE FORM AT THE PROPER LOCATION IN LIEU OF FORMING BY BLOCKING OUT.



ELEVATION SHOWING PIPE CULVERT
STUBBED INTO CONCRETE PIPE CULVERT

NOTE: TYPICAL INSTALLATION FOR MEDIAN STUB TO
CROSSING DRAIN WITH MINIMUM COVER.

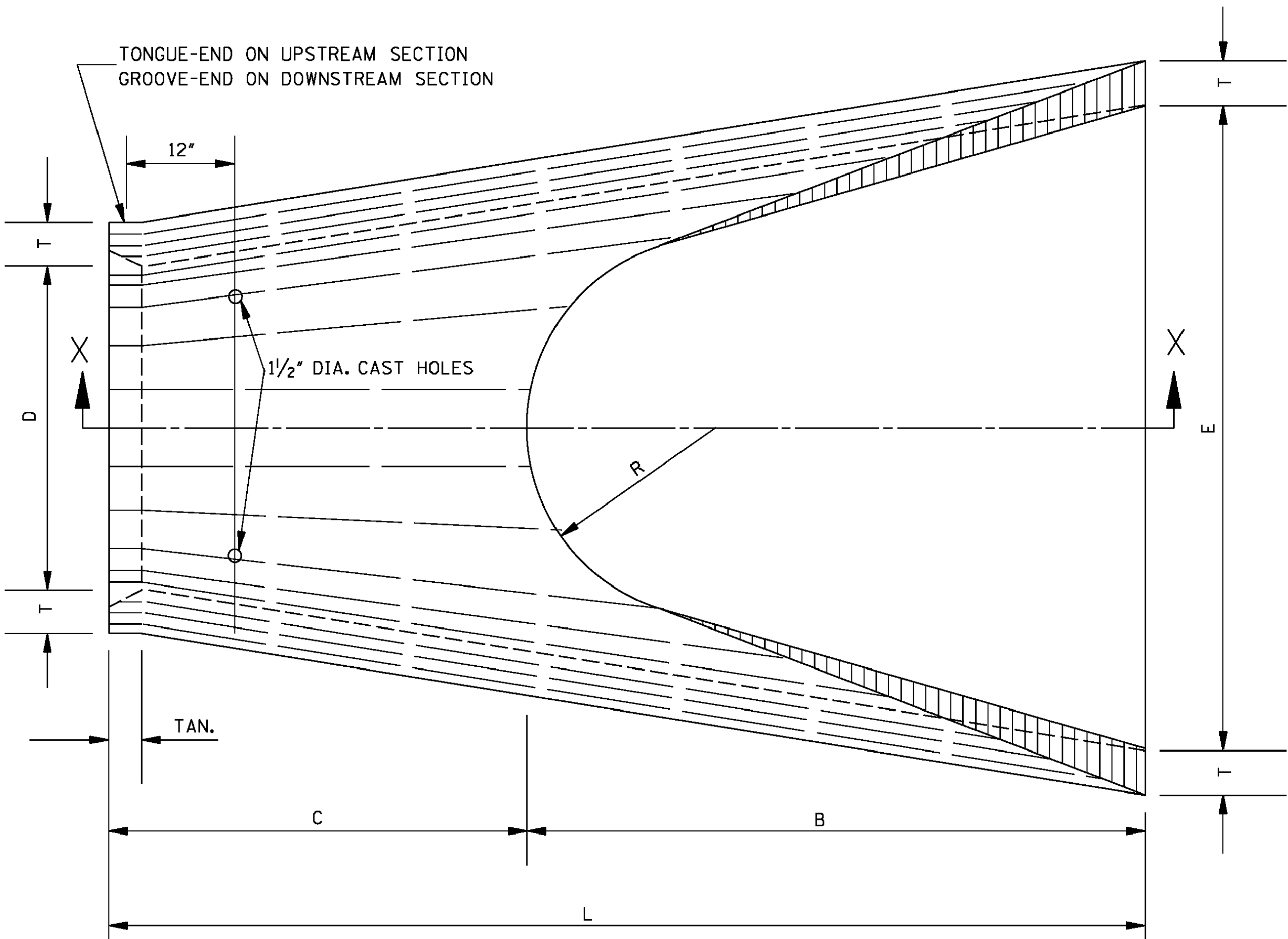


TYPICAL PLAN OF BRANCH CONNECTION
TO BOX CULVERT WING-WALL

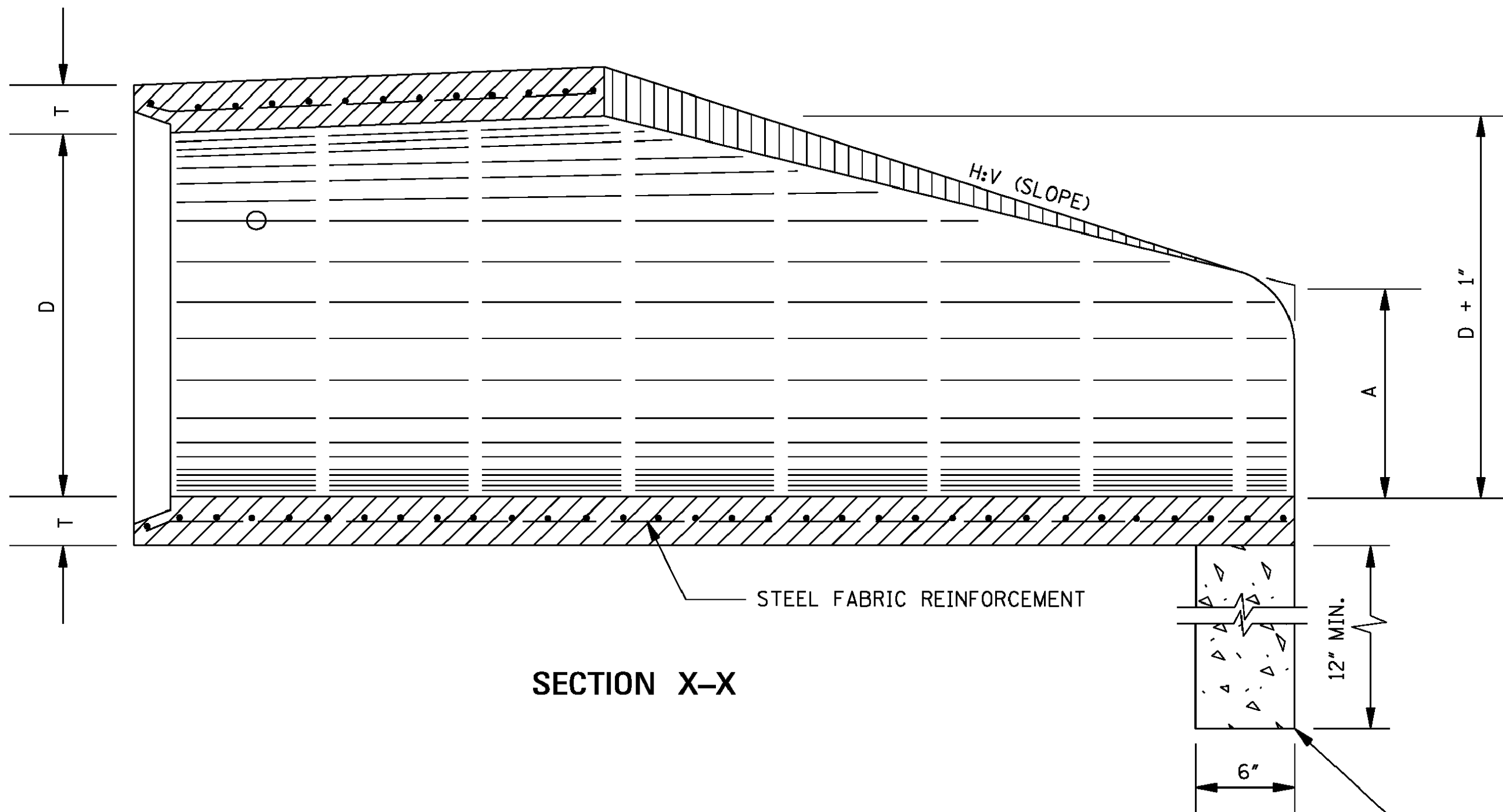
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN BRANCH CONNECTIONS
				REVISION	
			DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>	
				 WORKING NUMBER BC-1 SHEET NUMBER 6507	

BELL AND SPIGOT END OPTION

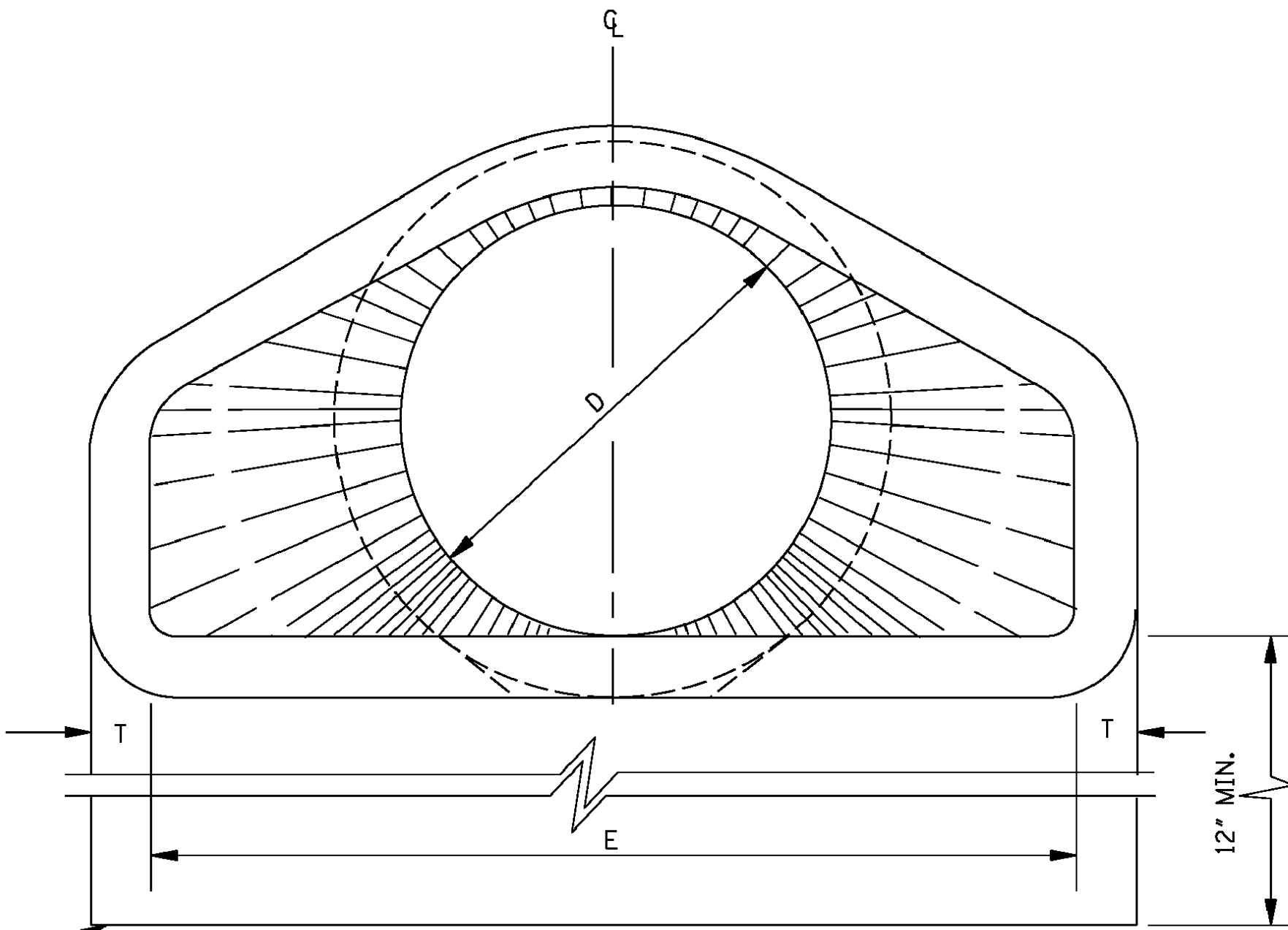
NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.



PLAN OF DOWNSTREAM END



SECTION X-X



END ELEVATION

TOE WALL REQUIRED ON ALL FLARED END SECTIONS. TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES.

TABLE OF DIMENSIONS							
D	T	H:V	A	B	C	E	L
15"	2 1/4"	3:1	6"	2'-3"	4'-1"	2'-8"	6'-1"
18"	2 1/2"	3:1	9"	2'-3"	3'-10"	3'-0"	6'-1"
24"	3"	3:1	10"	3'-8"	2'-6"	4'-0"	6'-2"
30"	3 1/2"	3:1	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"
36"	4"	3:1	1'-3"	5'-3"	2'-11"	6'-0"	8'-2"
42"	4 1/2"	3:1	1'-9"	5'-3"	2'-11"	6'-6"	8'-2"
48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"
54"	5 1/2"	3:1	2'-4"	6'-6"	1'-10"	7'-6"	8'-4"
* 60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"
* 66"	6 1/2"	3:1	3'-4"	6'-6"	1'-10"	8'-6"	8'-4"
* 72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"

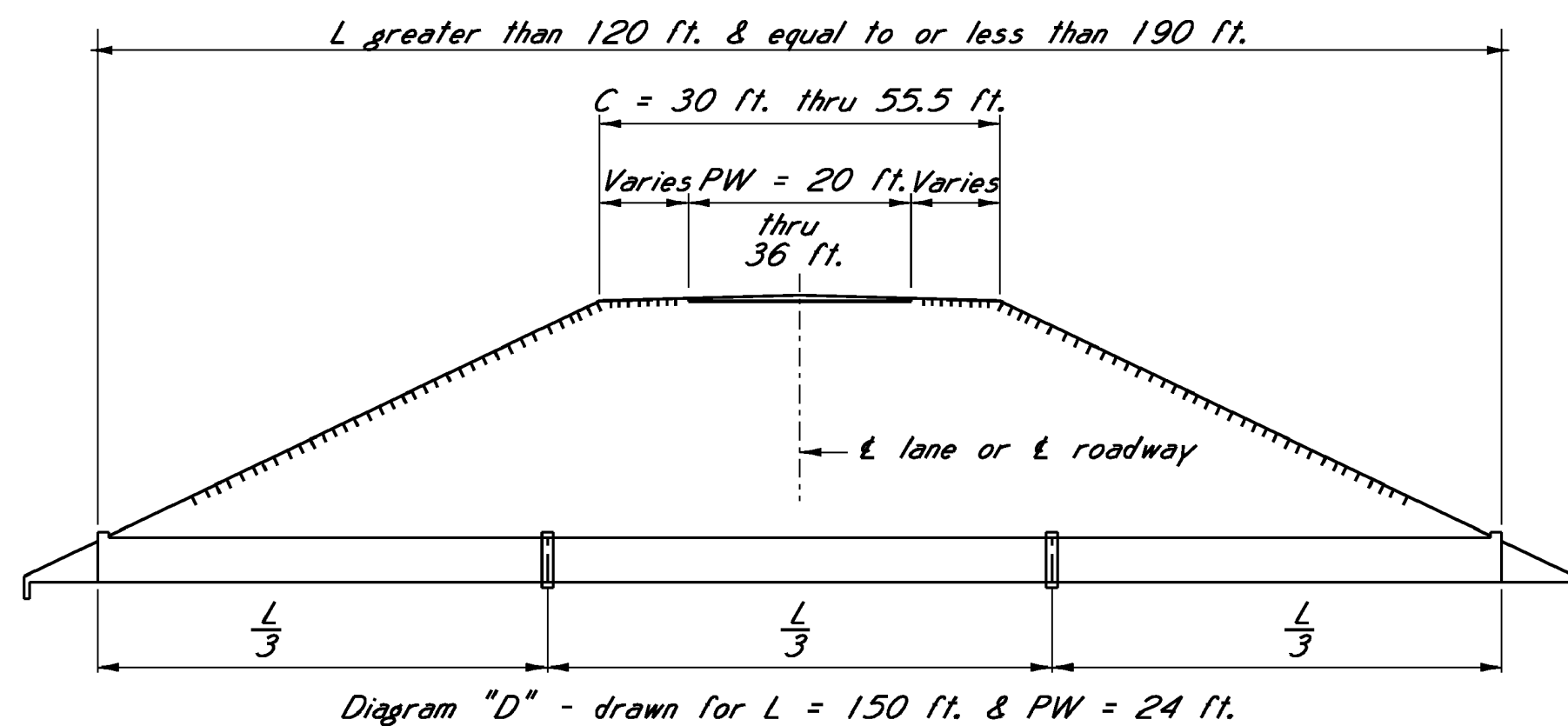
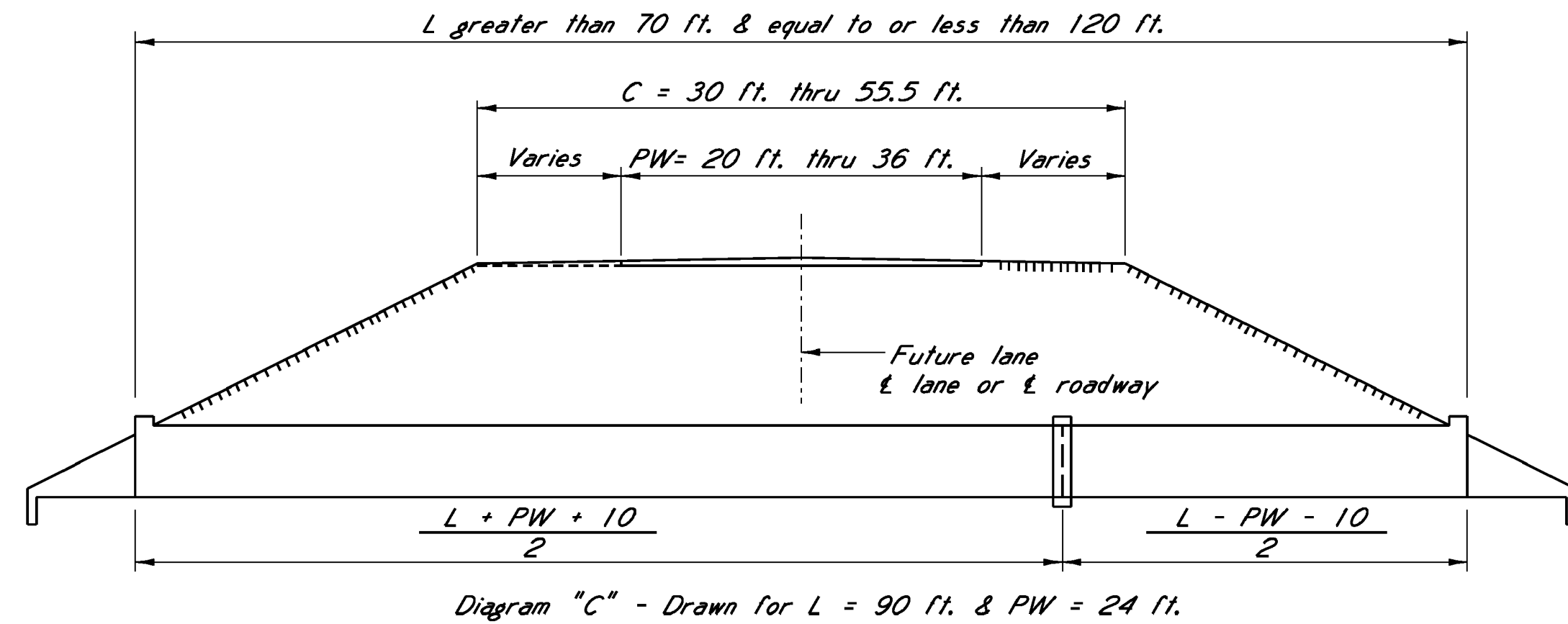
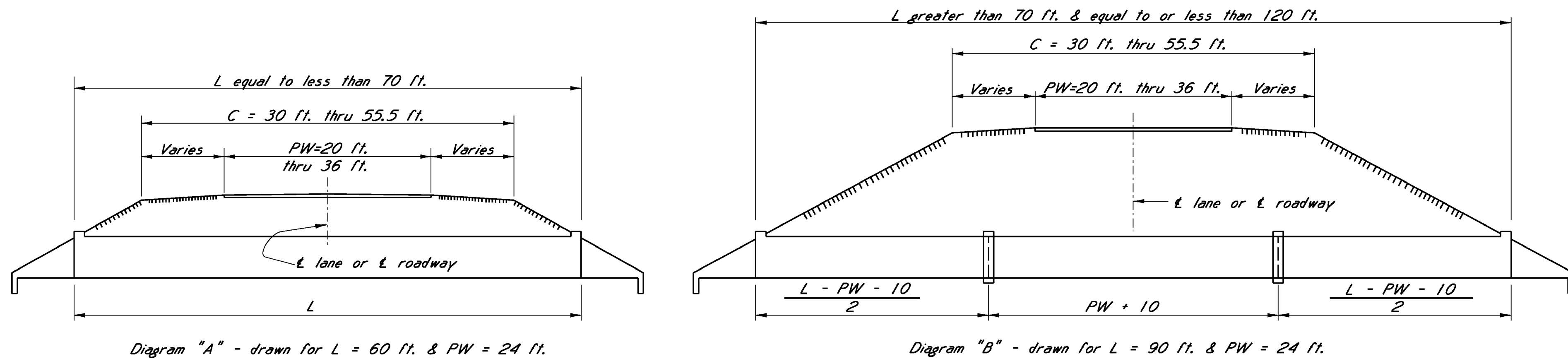
* NOTE: SEE GENERAL NOTE 2.

TOE WALL CONC. QUANTITY (yd ³)
0.056
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.177
0.188

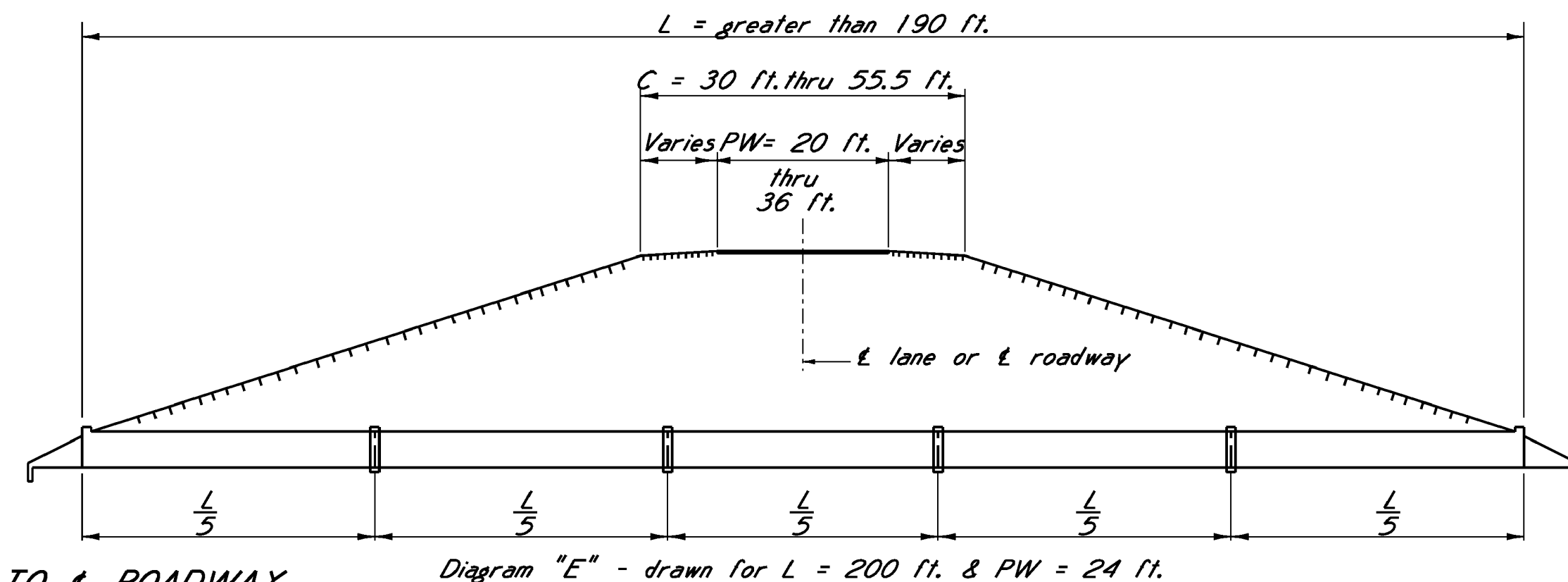
GENERAL NOTES:

- REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M 170, TABLE 2, WALL B.
- 2 - 1 1/2" DIA. CAST HOLES REQUIRED AS SHOWN TO ACCOMMODATE 2 - 1" DIA. TIE BOLTS, USED IN TIEING SECTION TO PIPE CULVERT.
- LENGTH (L) OF A BELL-END OPTION MAY VARY BY A NOMINAL EXTENSION ON THE BELL END.
- FLARED END SECTIONS SHOULD BE REGARDED AS OBSTACLES UNDER THE BELOW CONDITIONS AND AS SUCH SHOULD BE LOCATED OUTSIDE OF THE CLEAR ZONE:
 - CROSS DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 36" OR EQUIVALENT FOR ARCH PIPES.
 - CROSS DRAINS WITH MULTIPLE ROUND PIPES OF DIAMETER GREATER THAN 30" OR EQUIVALENT FOR ARCH PIPES.
 - PARALLEL SIDE DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 24" OR EQUIVALENT FOR ARCH PIPES.
- ALL SIZES OF FLARED END SECTIONS FOR CIRCULAR CONCRETE PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.

		BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
		REVISION		ROADWAY DESIGN DIVISION	
				STANDARD PLAN	
				FLARED END SECTION FOR CONCRETE PIPE	
		DATE		ISSUE DATE: AUGUST 01, 2017	
				WORKING NUMBER FE-1	
				SHEET NUMBER 6530	



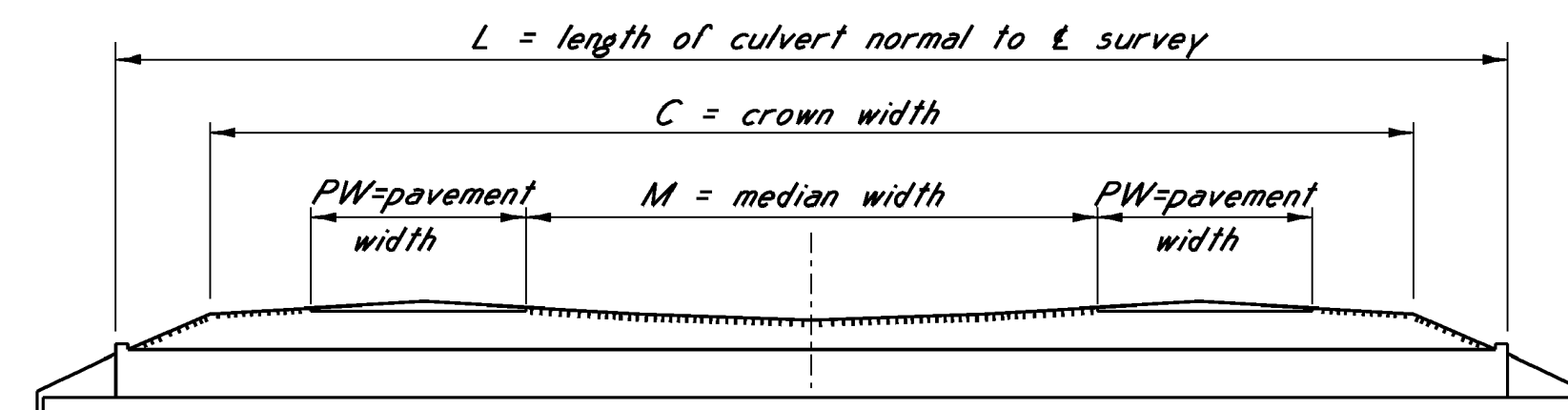
NOTE: These collar locations are for culverts constructed normal to ℓ roadway and shall be adjusted for skew per details in group IV.



SIDE ELEVATION OF CULVERTS CONSTRUCTED NORMAL TO ℓ ROADWAY
Showing collar locations

GENERAL NOTES:

This drawing shows collar locations for box culverts constructed normal to ℓ of roadway and general details necessary to locate collars for culverts on 15, 30 and 45° skews. The diagrams on this sheet show collar locations for culverts under variable amounts of cover, crown width and side slopes. Collars shall not be located closer than 5 ft. outside pavement for cover of 8 ft. or less except in cases where median is less than 10 ft. where cover exceeds 8 ft., collars may be located without regard to pavement edge. Collar locations per group IV, if required, shall have reinforcement continuous thru collar and shall be placed only at locations indicated. General requirements of basic culvert drawings shall apply except as specifically modified hereon.



SIDE ELEVATION OF CULVERTS CONSTRUCTED NORMAL TO ℓ SURVEY
Showing variable for diagrams in group I.

* NOTE: Group I : 2 or 3 - 10 ft. thru 12 ft. traffic lanes
or 2 - 12 ft. (present) & 1 - 12 ft. (future) traffic lanes

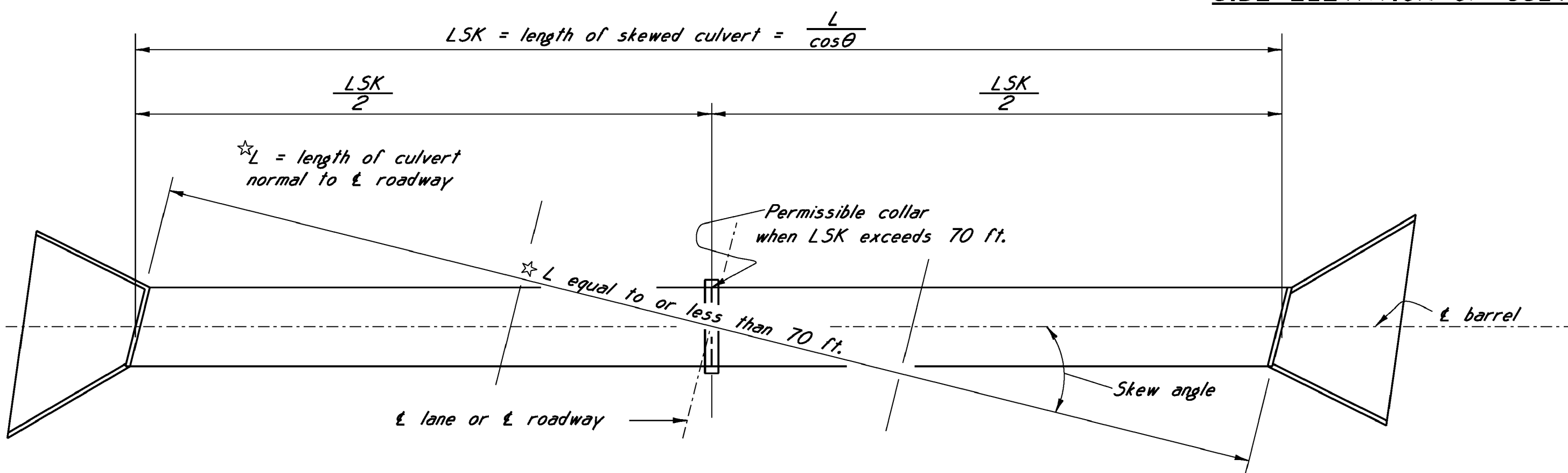
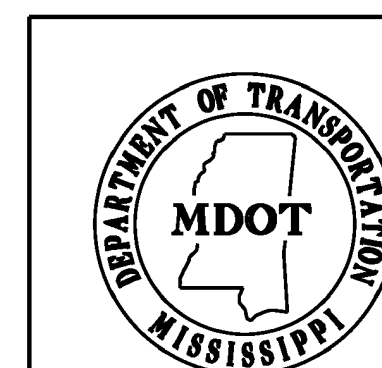


DIAGRAM "A"
PLAN OF SKEWED CULVERT

Typical for diagram "A" group I and skewed 15° right forward
(No collars required)
Note : $LSK = 1.03528(L)$ for 15° skew.

GROUP IV DIAGRAMS
TYPICAL DIAGRAMS FOR SKEWED CULVERTS

Application of diagrams:
The following diagrams show the general application of joint location diagrams in groups I, II & III to skewed culverts. Location of barrel joints for skewed culverts is determined as follows:
1. With LSK (length of skewed culvert along ℓ barrel) given and number of joints and length of barrel sections required, multiply LSK by the cosine of the skew angle θ to obtain L (length of culvert normal to ℓ roadway).
2. Enter group I, II or III (determined by roadway cross section) with L to determine the number of joints and length of each barrel section for a culvert constructed normal to ℓ roadway.
3. Divide each length of section by the cosine of the skew angle θ to determine the length of each barrel section along ℓ barrel.
4. Place the barrel joints (type per basic dwg.) at these locations. If the length of any section exceeds 70 ft. and a construction joint is desired (to reduce yardage of pour) place a construction joint in center of section.



BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION				SHT. 1 OF 3	
	BASIC CULVERT DRAWING				WORKING NUMBER	
	COLLAR LOCATIONS				IBJL-1	
	NORMAL AND SKEWED CULVERTS				SHEET NUMBER	
DATE	GROUP I DIAGRAMS*				7005	
	DESIGNER: PAUL DEES, P.E.				CHECKER: PICKERING FIRM, INC.	
	DETAILER: PAUL DEES, P.E.				ISSUE DATE: 11/17/2015	
	DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER, P.E.				DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD, P.E.	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, March 22, 2022
Re: Approve plans and specifications for the Midtown Overlay Infrastructure Improvement project and authorize advertisement for bids.
File Number: 2022-163
Minute Book #

Summary

Approve plans and specifications for the Midtown Overlay Infrastructure Improvement project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 22, 2022 City Council meeting for consideration.

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

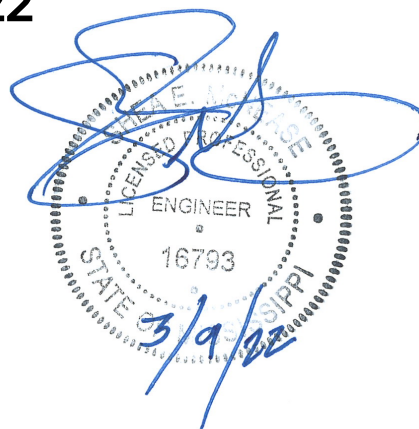
**MIDTOWN OVERLAY
INFRASTRUCTURE IMPROVEMENTS**

FOR THE

CITY OF HATTIESBURG

MARCH, 2022

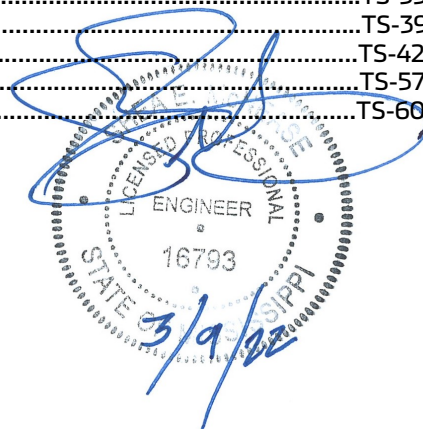
PREPARED BY:



**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 AM** on **May 5th, 2022** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**MIDTOWN OVERLAY
INFRASTRUCTURE IMPROVEMENTS
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:
MIDTOWN OVERLAY
INFRASTRUCTURE IMPROVEMENTS
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 Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 22nd day of March A.D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on March 31, 2022 and April 7, 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 May 5th, 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 **Midtown Overlay Infrastructure Improvements, 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.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$750 a day

from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

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.

NOTICE TO BIDDERS:

A **MANDATORY** pre-bid conference will be held **April 27, 2022 at 10:00 A.M.** at the Jackie D. Sherrill Community Center located at 220 W Front St, Hattiesburg, MS 39401. Bidders must be qualified under Mississippi Law and have a Certificate of Responsibility when appropriate.

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 270 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

PROPOSAL

MIDTOWN OVERLAY INFRASTRUCTURE IMPROVEMENTS

Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Pipe Items				
1	4" PVC Sewer Force Main Pipe				
2	8" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	175		
3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	570		
4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	1,770		
5	8" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	240		
6	10" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	40		
7	10" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	225		
8	10" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	LF	230		
9	12" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	425		
10	12" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	330		
11	12" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	LF	75		
12	12" SDR 26 PVC Sewer Pipe (14'- 16') (Open Cut)	LF	465		
13	12" SDR 26 PVC Sewer Pipe (Bored - No Casing)	LF	150		
14	10" DR 11 HDPE Sewer Pipe (Bored - No Casing)	LF	60		
15	Removal of Existing Sewer Line	LF	325		
16	Abandonment of Existing Sewer Line (All Sizes)	LF	1,740		
17	Tracer Wire System for Sewer	LF	4,585		
	Sewer Manhole Items				
18	48" Precast Concrete Sewer Manhole (0' - 6')	EA	4		

19	48" Precast Concrete Sewer Manhole (6' - 8')	EA	7		
20	48" Precast Concrete Sewer Manhole (8' - 10')	EA	4		
21	48" Precast Concrete Sewer Manhole (10' - 12')	EA	2		
22	48" Precast Concrete Sewer Manhole (12' - 14')	EA	3		
23	48" Precast Concrete Sewer Manhole (14' - 16')	EA	1		
24	60" Precast Concrete Sewer Manhole (10' - 12')	EA	1		
25	Demolition and Removal of Existing Manholes (All Types)	EA	16		
26	Abandonment of Existing Manhole	EA	9		
27	Drop Manhole Assembly (All Depths)	EA	4		
	Sewer Service Items				
28	4" Sanitary Sewer Service Cleanout	EA	60		
29	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,090		
30	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,085		
31	8"x8"x6" PVC Service Tee	EA	19		
32	10"x10"x6" PVC Service Tee	EA	6		
33	10"x10"x6" HDPE Service Tee	EA	6		
34	12"x12"x6" PVC Service Tee	EA	8		
35	6" Insert-A-Tee for Mains Larger than 12" Diameter	EA	4		
36	Existing Sewer Service Investigation	EA	21		
	Water Pipe Items				
37	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	20		
38	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,000		

39	Tracer Wire System for Water	LS	1		
	Water Connection Items				
40	Cut and Cap Existing Lines	Each	5		
41	Connection: Prop 6" to Exist 2" (Reducer & Coupling & other fittings)	Each	1		
42	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	Each	1		
43	Connection: Prop 6" to Exist 6" (6"x6"x6" Tee & other fittings)	Each	2		
44	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	2		
45	Connection: Prop 6" to Exist 20" (Hot Tap w/ Valve & other fittings)	Each	1		
46	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	Each	3		
	Water Valve Items				
47	6" Gate Valve	Each	6		
	Water Fire Protection Items				
48	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	3		
49	Removal of Existing Fire Hydrant	Each	2		
	Water Service Items				
50	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	2		
51	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	27		

52	Residential Service Tubing (Open Cut) (All Sizes)	LF	40		
53	Residential Service Tubing (Bored) (All Sizes)	LF	20		
54	Commercial Service Tubing (Open Cut) (All Sizes)	LF	505		
55	Commercial Service Tubing (Bored) (All Sizes)	LF	450		
56	Remove and Reset Water Meter	Each	17		
	Miscellaneous Construction Items				
57	Crushed Aggregate (Size 610)	Ton	4,520		
58	Select Fill Material (Class 9, Group C), LVM	CY	7,870		
59	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	SY	405		
60	9.5mm Hot Mix Asphalt for Driveway and Parking Lot Repair	Ton	70		
61	Concrete Sidewalk Repair (All Depths)	SY	35		
62	Concrete Ditch Paving Repair	SF	90		
63	Loose RipRap, Size 200	Ton	4		
64	Geotextile Fabric for RipRap	SY	5		
65	Class "B" Concrete, Minor Structures	CY	11		
66	Reinforcing Steel	LBS	200		
67	10" & Under Corrugated HDPE Pipe (Dual Wall)	LF	56		
68	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	48		
69	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	144		
70	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16		
71	30" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16		

72	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	240		
73	Remove and Replace Existing Chain Link Fence	LF	210		
74	Remove and Replace Existing Guardrail (in kind)	LF	40		
75	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	3,750		
76	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	310		
77	Clearing and Grubbing	Acre	1		
78	Temporary Erosion Control	LS	1		
79	Maintenance of Traffic	LS	1		
80	Mobilization	LS	1		
			BID TOTAL:		

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:

**MIDTOWN OVERLAY
INFRASTRUCTURE IMPROVEMENTS
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:

MIDTOWN OVERLAY INFRASTRUCTURE IMPROVEMENTS 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 \$ _____ for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The 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:

ATTEST _____

(Printed Name & Title)

CONTRACTOR:

SEAL

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 **MIDTOWN OVERLAY INFRASTRUCTURE IMPROVEMENTS, 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:

2.2 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 within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.3 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:

2.4 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 and accepted.

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:

2.1 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

5.4 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):

5.5 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.

5.6 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:

5.7 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 parties.

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 unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during 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 reasonable 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.

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".

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.

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 sewer system as detailed on the contract drawings and in these specifications.

SEWER MAIN (SDR-26), HDPE, DUCTILE IRON, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items. The item shall be paid per linear foot.

REMOVAL OF EXISTING SEWER LINE

Payment for removal of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

ABANDONMENT OF EXISTING SEWER LINE

Payment for abandonment of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

TRACER WIRE SYSTEM FOR WATER/SEWER

Installation requirements for tracer wire shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to provide a complete tracer system for the sewer infrastructure with proper grounding and connection points as shown in the plans and specifications. Grounding and hook-up locations shall be absorbed in the price of the tracer wire. The item shall be paid per linear foot.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DEMOLITION AND REMOVAL OF EXISTING MANHOLE

Payment for demolition and removal of existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole frame and lid assembly with storage and delivery to City of Hattiesburg, demolition of the remainder of the manhole as indicated on the construction plans removal of the manhole as indicated. The item shall include all labor, equipment and materials necessary to demolish and remove an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the removal. The item shall be paid per each.

ABANDONMENT OF EXISTING MANHOLE

Payment for abandonment of existing manhole shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the

item. The item shall be paid per each.

DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

SANITARY SEWER SERVICE CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect each necessary cleanout as determined by the ENGINEER to provide sanitary sewer service to project area.

SANITARY SEWER SERVICE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include PVC pipe, fittings, and other items necessary for a functioning service. Item shall include all labor, equipment and materials necessary to install all equipment. The item shall be per linear foot.

SANITARY SEWER SERVICE TEE

Payment for sanitary sewer service tee will be per each at the bid size and type. Price shall include all labor, materials and equipment necessary to install sanitary sewer service tee based on plans and specifications.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

REMOVAL OF EXISTING FIRE HYDRANT

Payment for removal of fire hydrant shall include capping/plugging existing service line and removal of the hydrant. Item shall be paid per each.

SERVICE TAP

Payment for service tap shall include all fittings, tubing, tapping saddle, corporation stop, materials, labor and equipment to provide a new water service. Item shall be paid per each.

SERVICE TUBING

Payment for installation of service tubing shall include furnishing and installing service tubing as directed by the ENGINEER. Item shall include all boring, trenching, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as directed. Payment shall be per linear foot measured from each connection point.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and shall be paid per each.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregate may be used for a temporary riding surface and will be the surface of Camp Street throughout the life of the project. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of ENGINEER as to the overall percentage full of haul material and that determination shall be final. Item shall include material, haul, placement and testing necessary to meet the plans and specifications.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement, finishing and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic yard.

HOT MIX ASPHALT

Payment for hot mix asphalt shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE SIDEWALK REPAIR

Payment for concrete sidewalk repair shall include furnishing and installing sidewalk to match removed concrete sidewalk. Item shall include saw cutting, forming, material, haul, placement, compaction and testing necessary to meet the plans and specifications. Item shall not be used for damage to sidewalk as a result of poor construction methods or neglect from the contractor. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

CONCRETE DITCH REPAIR

Payment for concrete ditch repair shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing paved ditch. Item shall be paid per square yard.

CLASS "B" CONCRETE, MINOR STRUCTURES

Payment for Class "B" Concrete, Minor Structures shall include grading, forming, materials, placement, compaction and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per cubic yard.

REINFORCING STEEL

Payment for reinforcing steel shall include grading, forming, materials, tying, spacing and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

INLET GRATINGS

Payment for inlet gratings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

INLET CASTINGS

Payment for inlet castings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

DRAINAGE PIPE

Payment for all drainage pipe will be per linear foot for various diameter pipe and material type measured from end of pipe to end of pipe installed in relation to the diameter of the pipe.

REMOVAL OF EXISTING PIPE CROSS DRAINS

Payment for removal of existing pipe cross drains shall include removal of all pipe materials from project site. Item shall be as authorized by the engineer. Item shall be paid per linear foot.

REMOVAL OF EXISTING CORRUGATED HDPE PIPE AND RESET

Payment for removal of existing corrugated HDPE pipe and reset shall include removal of all pipe materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

REMOVAL, SALVAGE, AND RESET EXISTING FENCE

Payment for removal, salvage, and reset of existing fence shall include removal of all fence materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE

Payment for 6" Yellow Thermoplastic Detail Stripe shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING

Payment for Legend White Thermoplastic Traffic Marking shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

SOLID SOD

Payment for solid sod shall include furnishing and installing sod, fertilizer, lime and other components required to establish permanent grassing matching existing conditions. Solid Sod shall include final grading prior to installation of sod materials. The unit measurement shall be per square yard.

LANDSCAPE RESTORATION

Payment for Landscape Restoration shall include furnishing and installing of top soil, mulch, plants, fertilizer, watering, final grading and other components required to re-establish landscaping to matching existing conditions. The unit measurement shall be per square foot.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications. Payment shall include off site removal of all items removed during clearing and grubbing. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be per acre.

TEMPORARY EROSION CONTROL

Payment for Temporary Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the ENGINEER.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site, to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

SANITARY SEWERAGE SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
- F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer and bear on the submittal a certification from the Contractor the submittal is in conformance with the specifications.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate which certifies the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. **Ductile Iron Pipe:** Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have 40 mils of Protecto 401 Ceramic Epoxy on the interior per "Standard Specification for Lining Ductile Iron Pipe for Sewer Service".

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. **PVC Pipe:** PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and

concrete manholes. Pipe connections to new manholes shall be made using a flexible synthetic rubber boot mechanically clamped to the manhole and to the pipe to provide a watertight seal.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

4.2 Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR). Contractor shall verify the I.D. of the casing pipe is adequate for the carrier pipe prior to installation.

4.3 Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - ½"	95 - 100
¾"	35 - 70
⅜"	10 - 30
No. 4	0 - 5

4.4 Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - ½" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Specifications, Group

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Fill Material: General : The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in

character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material. Material shall meet the Standard Specifications for Road and Bridge Construction, Latest Edition for Class 9 Group C and modified to consist of a P.I of between 5 and 15.

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project. Unacceptable material shall be disposed of off-site at the Contractor's expense.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

Where possible, Contractor shall remove turf in sections, keep damp, and replace upon completion of backfilling.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor at his expense. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should

the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe. In the event trench width is wider than allowed on the plans, Contractor shall absorb the cost of additional wash gravel bedding based on neat line quantity calculations.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the Contractor will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

It is the intention of these specification that there shall be a minimum interruption to traffic and all traffic control shall be in accordance with the MUTCD.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade

made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with wash gravel bedding and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation, without direction of the Engineer, shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in

the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grade, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

- a Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.
- b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
- c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up without the approval of the Engineer.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accordance with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot

ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell. Pipe shall be pushed by use of a bar or other means approved by the Engineer. Hydraulic excavators, backhoes, or other machinery shall not be used to push slip-joint pipe together.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

Any pipe cuts shall be of neat line. Pipe shall have bevel edges according to the manufacturer's recommendations.

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first; then the top; next the bolts on either side; and last , the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location if the lateral is not connected to an existing sewer. For service laterals in which a connection to an existing service is required, the Contractor shall make the connection. Contractor shall verify the location of all service laterals within the project area prior to construction.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi Standard Specifications for Road and Bridge Construction or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

5.9 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project until such time it is no longer needed. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

Where shown on the plans or directed by the Engineer, new sewers shall be connected to existing sewers either by constructing a manhole over an existing line (doghouse) or by coring through the wall of an existing manhole.

6.0 TESTING

6.1 Ductile Iron Pipe:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

6.2 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3 STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4 BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a

change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99	
AASHTO T-191	or
ASTM D 2922	
Select Backfill Material OR Stabilization Material	1
One per 100 CY	
Bedding Material	2
One per 600 LF	
Tamped Backfill	2
One per 600 LF	

6.6 INFILTRATION/EXFILTRATION/LAMP TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Low Pressure Air Test: Air test shall be conducted in strict accordance with the manufacturer's instructions, including all recommended safety precautions. Equipment used for air testing shall be specifically designed for such and include a monitoring gauge with 0 to 5 psi with a minimum division of 0.1 psi and an accuracy of no less than 0.05 psi

1. Air testing shall be conducted for completed gravity sewer mains
2. After an internal pressure of 4.0 psi is obtained, allow at least 2 minutes for pressure to stabilize, adding only the amount of air necessary to maintain pressure. After stabilization period, adjust the pressure to 3.5 psi and valve off air supply.

3. Determine the minimum pressure holding time allowed for pressure to drop from 3.5 psi to 3.0 psi as shown on the table below.

Minimum Holding Time for Low Pressure Air Test

Nominal Pipe Size (inches)	Time per 100 ft.
6	42 sec.
8	1 min. - 12 sec.
10	1 min. - 30 sec.
12	1 min. - 48 sec.
15	2 min. - 6 sec.
18	2 min. - 24 sec.
21	3 min.
24	3 min. - 36 sec.
27	4 min. - 12 sec.
30	4 min. - 48 sec.
33	5 min. - 24 sec.
36	6 min.

C. Visual Test: Gravity sewer lines will be lamped and shall show a true line between manholes without defects in conditions, grade, or alignment. Any defective lines shall be subject to a closed-circuit television inspection performed at the Contractor's expense.

6.7 DEFLECTION TESTS: 100% of the PVC gravity sewer mains shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, realign and thoroughly tamping and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection after 30 days from initial testing.

STANDARD SPECIFICATION
FOR LINING DUCTILE IRON PIPE
FOR SEWER SERVICE

1.0 Condition of Ductile Iron Prior to Surface Preparation

All ductile pipe and fittings shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. Because removal of old linings may not be possible, the intent of this specification is that the entire interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends.

2.0 Lining Material

The Standard of Quality is Protecto 401 Ceramic Epoxy. The material shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. Any request for substitution must be accompanied by a successful history of lining pipe and fittings for sewer service, a test report verifying the following properties, and a certification of the test results.

A permeability rating of 0.00 when tested according to Method A of ASTM E-96-66, Procedure A with a test duration of 30 days.

The following test must be run on coupons from factory lined ductile iron pipe:

ASTM B-117 Salt Spray (scribed panel) - Results to equal 0.0 undercutting after two years.

ASTM G-95 Cathodic Disbondment 1.5 volts @ 77°F. Results to equal no more than 0.5mm undercutting after 30 days.

Immersion Testing rated using ASTM D-714-87.

20% Sulfuric Acid - No effect after two years.

140°F 25% Sodium Hydroxide - No effect after two years.

160°F Distilled Water - No effect after two years.

120°F Tap Water (scribed panel) - 0.0 undercutting after two years with no effect.

An abrasion resistance of no more than 3 mils (.075mm) loss after one million cycles using European Standard EN 598: 1994 Section 7.8 Abrasion Resistance.

3.0 Application

Applicator

The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.

Surface Preparation

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance which can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be reblasted.

Lining

After the surface preparation and within 8 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401. No lining shall take place when the substrate or ambient temperature is below 40 degrees Fahrenheit. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

Coating of Bell Sockets and Spigot Ends

Due to the tolerances involved, the gasket area and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum using Protecto Joint Compound. The Joint Compound shall be applied by brush to ensure coverage. Care should be taken that the Joint Compound is smooth without excess buildup in the gasket seat or on the spigot ends. Coating of the gasket seat and spigot ends shall be done after the application of the lining.

Number of Coats

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. **To prevent delamination between coats, no material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.**

Touch-Up & Repair

Protecto Joint Compound shall be used for touch-up or repair in accordance with manufacturer's recommendations.

4.0 Inspection and certification

Inspection

All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC-PA-2 Film Thickness Rating.

The interior lining of all pipe barrels and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Any pinholes found shall be repaired prior to shipment.

Each pipe joint and fitting shall be marked with the date of application of the lining system along with its numerical sequence of application on that date and records maintained by the applicator of his work.

Certification

The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified.

5.0 Handling

Protecto 401 lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification for Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198 Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.

T-99 Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.

T-191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3.1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

- 3.1.1. Flexible Plastic Gaskets
- 3.1.2. Precast Manhole Bases
- 3.1.3. Precast Manhole Riser Sections
- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames and Covers
- 3.2.2. Epoxy Grouts
- 3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be pre-formed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant with a minimum

design load of 300 pounds and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project and shall meet AASHTO H-20 loading condition.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "CITY OF HATTIESBURG SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7)W.T., 410 pounds with neoprene gasket, four 5/8 inch stainless steel bolts recessed into cover. Cover labeled "CITY OF HATTIESBURG SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall. Bands, clamps and other metal accessories shall be of Series 304 stainless steel.

4.10 All manholes: All manholes shall be lined inside with a twenty (20) mil dry film thickness of an acceptable coal tar epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 6-inch layers to the subgrade line. Refer to Technical Specifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications - CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place

with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

- T 99 Standard Method of Test for the Moisture Density Relations of Soils Using a 5.5 lg. (2.5 kg) Rammer and a 12-inch (305 mm) Drop.
- T 167 Compressive Strength of Bituminous Mixture
- T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method
- T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

- D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 702.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403. Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

A. **Hot Mix Asphalt All Sizes:** Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition

B. **Topsoil:** Topsoil shall be in accordance with Technical Specifications – SEEDING AND SODDING.

C. **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one way movement of

traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

A. Select Fill: Class 9, Group "C" Modified for a PI of between 5 and 15 as per latest Edition of Mississippi standard specifications for Road and Bridge construction

B. Asphalt Repair: Temporary Asphalt repair shall be made using 3" thickness of 825 crushed stone.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE

D. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

F. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

G. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 7 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T99.

5.5 Repair to Lawns:

A. General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.

B. Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - ½ tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

D. Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass (es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration

work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - ½ tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6 Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion. During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 General Grassing of Unimproved Areas

A. General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor at no expense to the project, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

TOTAL 50
Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8

TOTAL 73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: For fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other

grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the

soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking , harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General : A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving

at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked, to their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General : The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified herein before shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

CONCRETE

1.0 GENERAL

- A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.
- B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations, driveways, and minor concrete work.

2.0 APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

- A 615 Billet Steel for Concrete Reinforcement
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field
- C 33 Concrete Aggregates
- C-39 Compressive Strength of Molded Concrete Cylinders
- C 143 Slump of Portland Cement Concrete
- C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

- A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4.0 MATERIALS:

A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.

2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. Concrete Mix: The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5.0 CONSTRUCTION:

A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a Minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6.0 TESTING

The following test shall be required:

A. Slump: The Contractor shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Contractor shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

DUCTILE IRON WATER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of these Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).
- A 252 Welded and Seamless steel pipe piles.
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Concrete Aggregates
- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.
- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.
- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.
- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as Specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

4.0 MATERIALS

WATER SYSTEM:

A. Ductile Iron Pipe: Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C 151/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 Laying condition with a depth of cover as required per plans.

Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite", or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

B. Gate Valves: Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

All gate valves shall be cast iron mechanical joint, M.J., Mueller A-2380-20, equivalent or better.

All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

Valve boxes shall be cast iron top and bottom. Extension pieces shall be provided as required.

All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.

The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

C. Fittings, Valves and Hydrants, Etc.: All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal-Improved Mechanical Joint Gasket or approved equal.

Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

D. Plugs and Caps: Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting

(tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead end" lines are installed, the ends of such lines shall be plugged or capped as required.

For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve, or approved equal, shall be required. The CONTRACTOR shall furnish all materials for these various taps.

E. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch.

F. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1" sieve.

G. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table)

H. Meter: Water meter shall be Badger "Radio Read" and all fittings shall be Ford brand consistent with current City Standards.

I. Polyethylene Pipe: Shall be in accordance with AWWA C906, ASTM D3035, PE4710, C200 (DR11), with ductile iron outside diameter (DIOD)

J. Fittings for Polyethylene Pipe: Shall be in accordance with AWWA C906, AWWA D3035, molded and manufactured to comply with ASTM F714. AWWA C906, AWWA M55, ASTM D3261 for butt fusion fittings ANSI Class 150 or as necessary to provide minimum pressure rating.

K. Joints and Jointing Materials

a. Mechanical Joint: DIOD Mechanical joint adapter and gaskets for mechanical joints for joint connections between pipe and metal fittings, valves, and other accessories, AWWA C111/A21.11.

b. Butt Fusion: Jointing is to comply with ASTM D2657, Butt Fusion. No offset in alignment between adjacent pipe joints of fittings is permitted.

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

H. Select Backfill: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

I. Backfill: All other backfill shall consist of excavated material removed from the trench.

5.0 CONSTRUCTION:

Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas and Excavation, Trenching and Backfilling.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall

install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the sub-grade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the sub-grade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the sub-grade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density

as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure the pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND

OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

F. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

G. PIPE LAYING: Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth, or other substance will enter the pipe or fittings. The minimum depth of water mains shall be 30 inches below finished grade to the top of the water main.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

H. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

I. BORINGS: Borings shall be accomplished in accordance with Mississippi Department of Transportation Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

J. Separation of Water and Sewer Mains:

1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

K. INCIDENTAL CONCRETE:

1. GENERAL: The following specifications shall apply to any and all items of incidental work with Portland Cement with or without reinforcement, including such items as concrete piers to support cast iron pipe above ground, erosion control bulkheads or structures, cradles and encasement, blocking and the like.

All concrete used in the construction of this project shall comply with the requirements herein specified for its particular class and kind.

2. MATERIALS: All materials used in this work shall consist of (a) Portland Cement, (b) Sand, (c) Gravel, and (d) Clean Water.

(a) The cement used shall be domestic manufacture, either "Standard" or "high Early Strength" Portland Cement, which shall meet all the requirements of the current A.S.T.M. Specifications for the type used at the time it is incorporated in the work.

(b) The fine aggregate shall consist of clean, sharp sand, well graded from coarse to fine, consisting of hard, durable particles, free from coarse to fine, consisting of hard, durable particles, free from silt, salt or organic matter. It shall meet all the requirements of the ASTM

Specifications C33, Paragraph 1, 2 and 3, and ASTM C-40.

(c) The coarse aggregate used shall consist of clean washed gravel, free from particles of wood or lumps of clay. Not more than 10% shall pass the No. 4 sieve, and it shall conform with the requirements of ASTM Specifications C33, Paragraph 5 to 8 inclusive.

(d) The water used for mixing concrete shall be clear, free from oil, salt, strong acid, alkali organic matter, and shall be approved by the Engineer.

(e) Reinforcing steel shall conform to the requirements of the "Standard Specifications for Billet-Steel Concrete Reinforcing Bars" of intermediate grade (Serial Designation: A 15-39) or the Standard Specifications for Rail-Steel Concrete Reinforcement Bars (Serial Designation; A-16-35) of the American Society for Testing Materials.

3. CONSTRUCTION METHODS:

All concrete materials shall be as handled and stored that they will not become damaged after delivery at the site. The cement shall be thoroughly protected from the weather, and the sand and gravel, shall be so stored that they will not become intermixed, and so as to prevent the admixture with either of any foreign materials. Reinforcing steel shall be so stored that it will not come in contact with the ground, shall be protected from the weather, and shall be clean and free from rust when incorporated in the work.

Concrete materials shall be mixed in the proportions and in a manner that will produce concrete of the class and strength specified to its use.

Unless indicated otherwise, all concrete shall be Class A which shall have a crushing strength of not less than 3,000 pounds per square inch at 28 days, as determined by the Standard Methods for testing concrete materials.

Class B concrete, which shall have a crushing strength of not less than 2,500 pounds per square inch at 28 days, and shall be used for erosion control bulkheads and blocking pipelines at bends to prevent blowing off under pressure.

Class C concrete, which shall have a crushing strength of not less than 2,000 pounds per square inch at 28 days, shall be used for cradles and encasement and may be used for backfill below grade.

After concrete has been properly mixed, it shall be deposited in the forms in reasonably uniform layers and in such manner as to prevent segregation of the aggregates. It shall be thoroughly spaded or puddled while being placed to insure maximum density and prevent honey-combing.

No concrete shall be deposited when the air temperature is less than 40 degrees F. No material shall be deposited on a frozen sub-grade, nor shall any frozen moisture or material be incorporated into the mixture.

No concrete shall be placed in water, nor shall water be permitted to rise on it or to run over it within a period of 24 hours after it has been placed.

Unsatisfactory concrete, resulting from failure to observe the above requirements or otherwise, shall be removed and replaced as directed by the Engineer.

4. COMPENSATION:

Payment for all concrete, except as may be elsewhere herein provided, shall be included in the prices bid for the construction units with which it is placed and no separate or extra compensation will be allowed directly therefore.

6.0 TESTING

DUCTILE IRON PIPE:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

STEEL CASING PIPE: Material test shall be included as part of the submittal. No other material test shall be required.

COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99 Select Backfill Material OR Stabilization Material	AASHTO T-191 or ASTM D 2922	
	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

The completed system shall be tested as herein stated. The pipe shall be filled with water and all air exhausted. Each section shall be tested under a hydrostatic pressure of 150 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested. Whatever shall be measured into a container and refilled to the pre-test level. The pressure shall be maintained for 4 hours by pumping as necessary, and if the pipe has been backfilled, a 24-hour test is required.

All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be repaired, and leakage eliminated, regardless of total leakage shown by the tests. Lines which fail to meet tests shall be removed, if necessary, or repaired and retested until compliance with these test requirements is affected.

These tests are to be made at the Contractor's expense, and he is to provide all necessary fittings, equipment, appliances, and any other necessary items to conduct the tests in a manner satisfactory to the Engineer. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

CLEANING AND DISINFECTION:

Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be disinfected by pumping into and through them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the

Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department or a representative of the water systems certified as an operator by the Mississippi Department of Health.

The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

EXISTING DRINKING WATER FACILITIES

The Contractor is required to keep existing drinking water facilities in operation during construction. Should the Contractor require that existing facilities be taken out of operation, a plan to provide for alternative service shall be reviewed and approved in advance by the Health Department and shall be adhered to during construction.

FIRE HYDRANT

1.0 General

Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision, and shall be M & H or approved equal. Fire hydrants shall be of the compression type with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 4-1/2", 5-1/4", or 6-1/4" in diameter. Fire hydrant shall be of a dry barrel, dry top design. The main valve on the hydrant shall remain closed should the hydrant nozzle section be broken off by a traffic accident. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other, as specified.

2.0 Rating

Fire hydrants shall be rated at 150 psi water working pressure, tested at 300 pounds hydrostatic for structural soundness in the following manner: 300 pounds hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat; second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing is to be completed in accordance with AWWA C-502.

3.0 End Configurations

Hydrants shall be connected to the main by a 4", 6", or 8" mechanical joint, flange shoe, A.C., or hub shoe. Mechanical joint shoes, A.C., and hub shoes shall be fitted with strapping lugs.

4.0 Design

- 4.1 The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate and drain valve mechanism and bottom plate. The bottom stem threads of the main valve rod shall be fitted with a cast iron cap nut (epoxy coated, optional) suitable for sealing the threads from the water. Drain valves shall be faced with rubber.
- 4.2 Changes in size or shape of the waterway shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than one hundred twenty percent (120%) of that of the net opening of the main valve.
- 4.3 Hose and steamer nozzles shall be threaded and screwed into the nozzle section and then pinned to prevent turning.
- 4.4 The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and moveable parts of the drain valve. Further, the hydrants shall be of the type that can be extended without excavating. Hydrants shall be so designed that, in the event of accident or breaking of the hydrant above or near grade level, the main valve will remain closed. The main

valve rod shall be made in two parts and fitted with breakable feature at the ground line flange.

- 4.5** The ground line connection between nozzle section and the barrel shall incorporate the use of eight (8) breakable bolts. This connection shall be so designed that the nozzle section can be rotated in increments of forty-five (45) degrees. The ground line connection between the barrel and nozzle section shall be gasketed to provide a seal.
- 4.6** The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- 4.7** The operating thread shall be grease lubricated at the factory. Access shall be provided to field lubricate the operating mechanism.
- 4.8** The operating thread shall be sealed from water at all items when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double “O” ring seal plate.
- 4.9** The bonnet shall be weather proof.
- 4.10** The operating nut shall be of bronze and a self-lubricating, anti-friction thrust bearing shall be provided to reduce operating torque.
- 4.11** Hydrants shall be of the dry type and hydrant shoe shall have two positive acting non-corrodible drain valves that shall drain the hydrant completely by opening when the main valve is closed and close tightly in accordance with AWWA C-500 requirements when the valve is open. The main valve assembly shall be seated in the hydrant (with a bronze-to-bronze interface as an option) to facilitate removal of the main valve should maintenance be required. The nozzle section shall consist of two 2” hose nozzles to the specified thread designation (NST or other, as specified) and one pumper nozzle 4-1/2” in diameter to the specified thread designation (NST or other, as specified) or other combination of nozzle outlets including independent hose gate valves as specified.
- 4.12** Two “O” ring seals shall be utilized where the main hydrant rod passes through the seal plate.
- 4.13** Hydrant standpipe shall be ductile or cast iron and single piece for all bury depths.
- 4.14** All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- 4.15** Hydrant shall open by turning to the left.

- 4.16** Threads or hose and streamer nozzles shall be national standard unless otherwise specified.
- 4.17** Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.
- 4.18** The inside of all hydrants shall be coated in accordance with AWWA standards and federal specification TT-C-494A or equal except for bronze and machined surfaces. Exterior of hydrant shall be painted fire hydrant yellow (or as specified). (The wetted surface of the hydrant shoe shall be epoxy coated to prevent corrosion of the waterway, optional.)

5.0 **Markings**

Hydrant shall be marked with the name of the manufacturer, size of valve opening, and the year of manufacture, all in accordance with AWWA C-502.

Sewer/Water Utility – Trace Wire Specification

1.0 General

All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked. THHN is prohibited from use in the tracer wire system.

All trace wire, test stations and accessories shall be supplied by a single manufacturer and domestically made in the USA.

All tracer wire and accessories shall be installed per plan details and per manufacturers recommended installation methods. All wire and connectors shall be rated for direct bury applications.

2.0 Materials

Copper Clad Steel (CCS) Trace Wire

Open Trench – 12 Gauge Copper Clad Steel with a Break Load of 452 pounds

Directional Drilling - 12 Gauge Copper Clad Steel with a Break Load of 1,150 pounds

Connectors

2-Way Splice Connector with Strain Relief

3-Way Connector

Termination/Access/Test Stations

Non-Roadway: Equal to Copperhead LD14TP

Concrete / Driveway: Equal to Copperhead CD14TP

Roadway: Equal to Copperhead RB14TP

Fire Hydrant: Equal to Copperhead T2-FLPKG

Grounding

Magnesium Anode: Equal to Copperhead ANO-12

3.0 Testing

All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project. Continuity testing in lieu of actual line tracing shall not be accepted.

4.0 Connectors

All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector.

Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.

Non-locking friction fit, twist on or taped connectors are prohibited.

5.0 Termination/Access/Test Stations

All trace wire termination points must utilize an approved tracer wire access box, specifically manufactured for this purpose or as detailed on the plans

All grade level/in-ground access boxes shall be appropriately identified with “sewer” or “water” cast into the cap and be color coded (blue – water / green – sewer).

Test stations at dead ends shall be two-terminal.

Test stations in between dead ends shall be single terminal.

A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.

Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.

Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange.

6.0 Grounding

Trace wire must be properly grounded at all dead ends/stubs.

Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode specifically manufactured for this purpose, and buried at the same elevation as the utility. Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

7.0 Sanitary Sewer System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of manholes/structures on the North or East side.

Trace wire on all sanitary service laterals must terminate at the cleanout and located directly above the service lateral at the edge of road right of way as detailed in the plans.

8.0 Water System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

9.0 Installation

Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.

Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.

Trace wire on all service laterals/stubs must terminate directly above the utility, at the edge of the road right-of-way, but out of the roadway.

At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire.

Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.

All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral 3-way connector, installed without cutting/splicing the mainline trace wire.

In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

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5	GN2	GENERAL NOTES
6	PSM1	PROJECT SCOPE MAP
7	PSM2	SEWER SYSTEM MAP
8	PSM3	WATER SYSTEM MAP
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10	PhP2	ARLINGTON LOOP STA 17+00 - STA 23+60
11	PhP3	ARLINGTON LOOP STA 23+40 - STA 30+00
12	PhP4	O'FERRALL STREET STA 10+00 - STA 16+60
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25	PhP17	X-BLOCK NORTHWEST TO SOUTHEAST STA 15+40 - STA 21+00
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6102	ECD-2	DETAILS OF SEDIMENT BARRIER APPLICATIONS
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Know what's below.
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SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

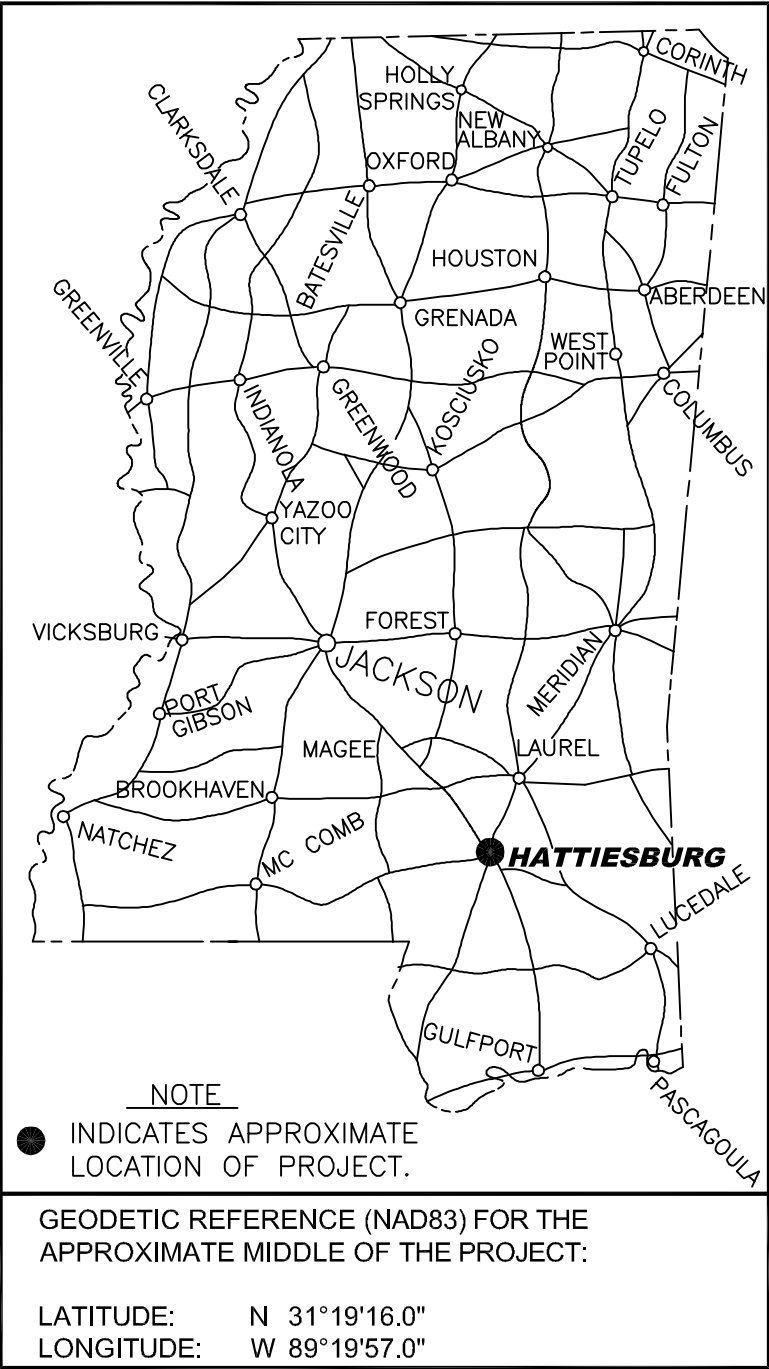
MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
20092513450905	O'FERRALL STREET
20092513110817	MAMIE STREET
20092513070809	WEST ADELINE STREET
20092512300754	SOUTH 27th AVENUE
20092513490913	CAMP STREET
20101310411105	HARDY STREET
20101309040477	SOUTH 29th AVENUE
20101309000445	ARLINGTON LOOP
21122908140259	SOUTH 30th AVENUE

CONSTRUCTION PLANS FOR MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS

FOR THE CITY OF HATTIESBURG FORREST COUNTY MISSISSIPPI

MARCH 2022

NO.	DATE	DESCRIPTION	BY



PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

UNITI FIBER - SOUTHERN LIGHT 1
107 ST. FRANCIS STREET
SUITE 1800
MOBILE, AL 36602

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

OTHER UTILITIES
FORREST GENERAL HOSPITAL
6051 US HWY 49
HATTIESBURG, MS 39404
(601) 288-7000

GAS
SPIRE INC.
315 MAIN STREET
HATTIESBURG, MS 39401
(601) 544-6001

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
DISTRICT 6
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

USM PHYSICAL PLANT
118 COLLEGE DRIVE
HATTIESBURG, MS 39406
(601) 266-4414

MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Jeffrey George, Vice President
Deborah Denard Delgado
Nicholas Brown
Dave Ware

DIRECTOR OF ENGINEERING

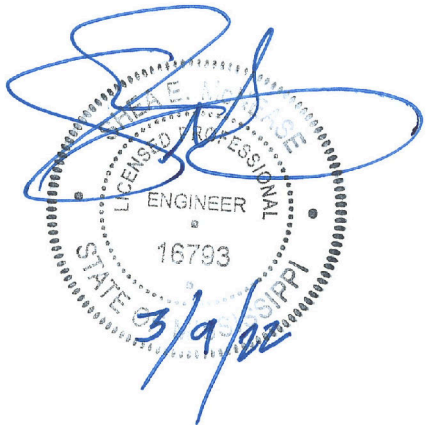
Lamar Rutland, PE

PREPARED BY:

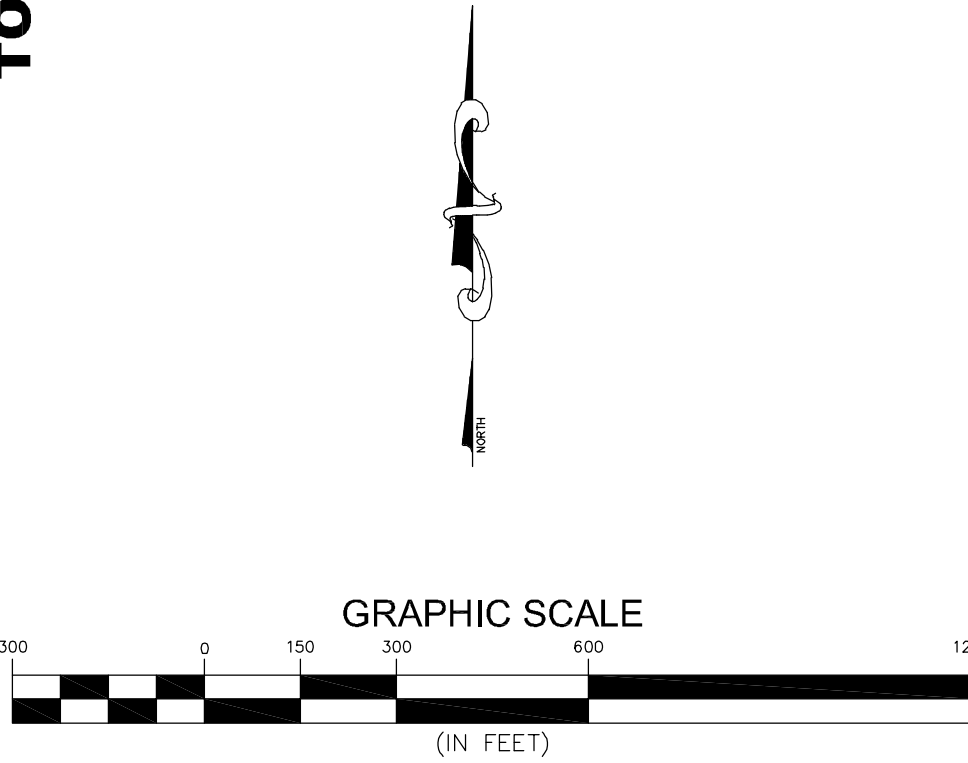
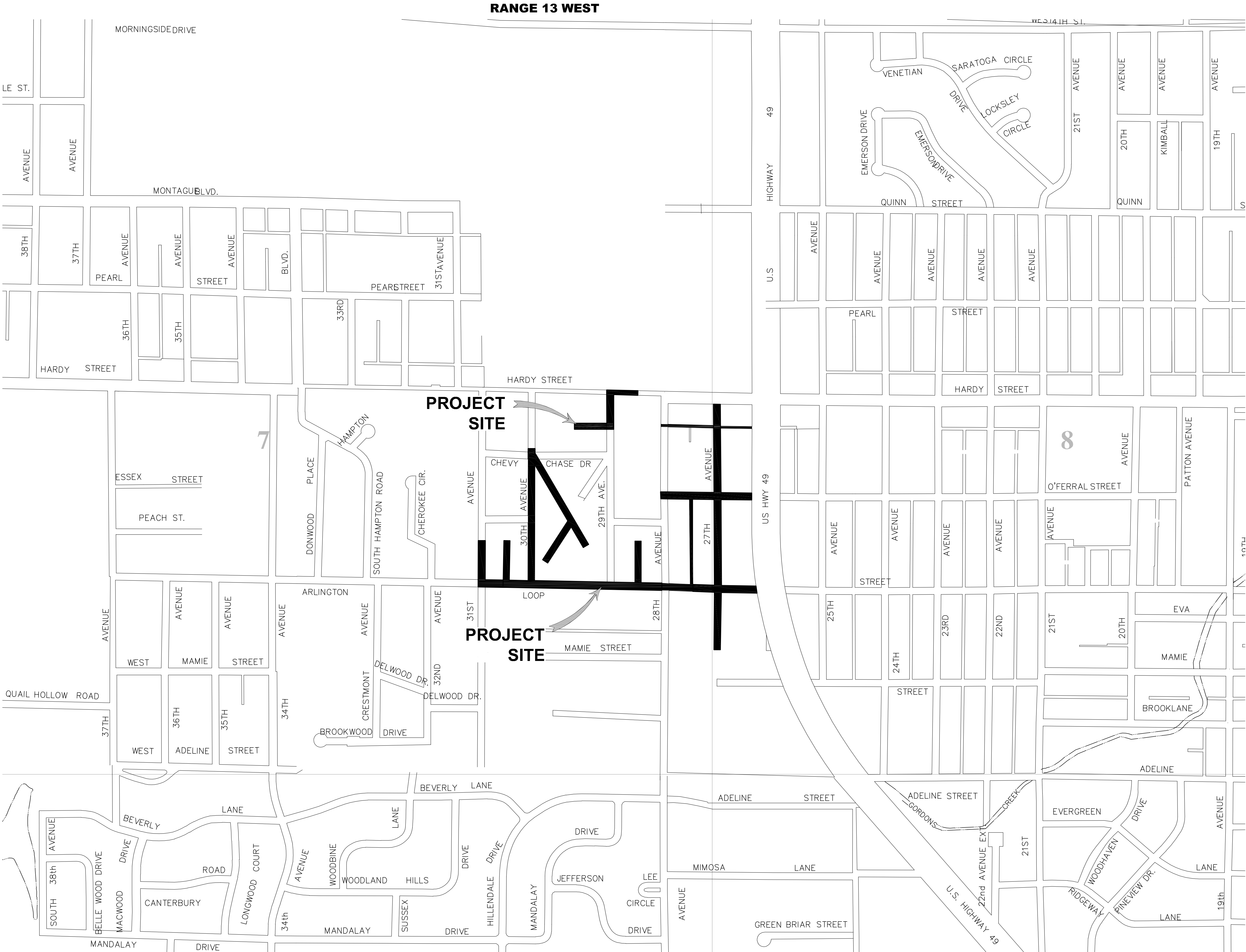


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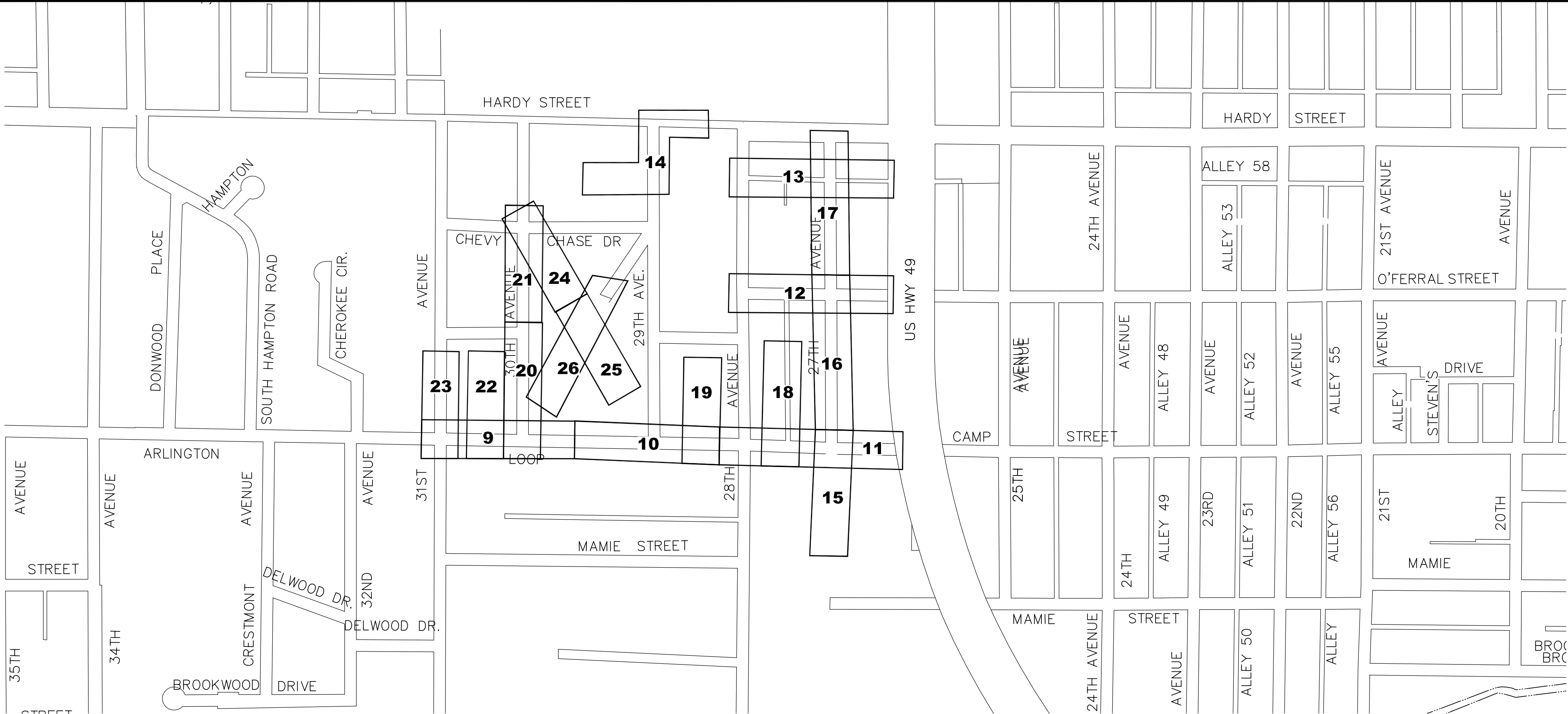
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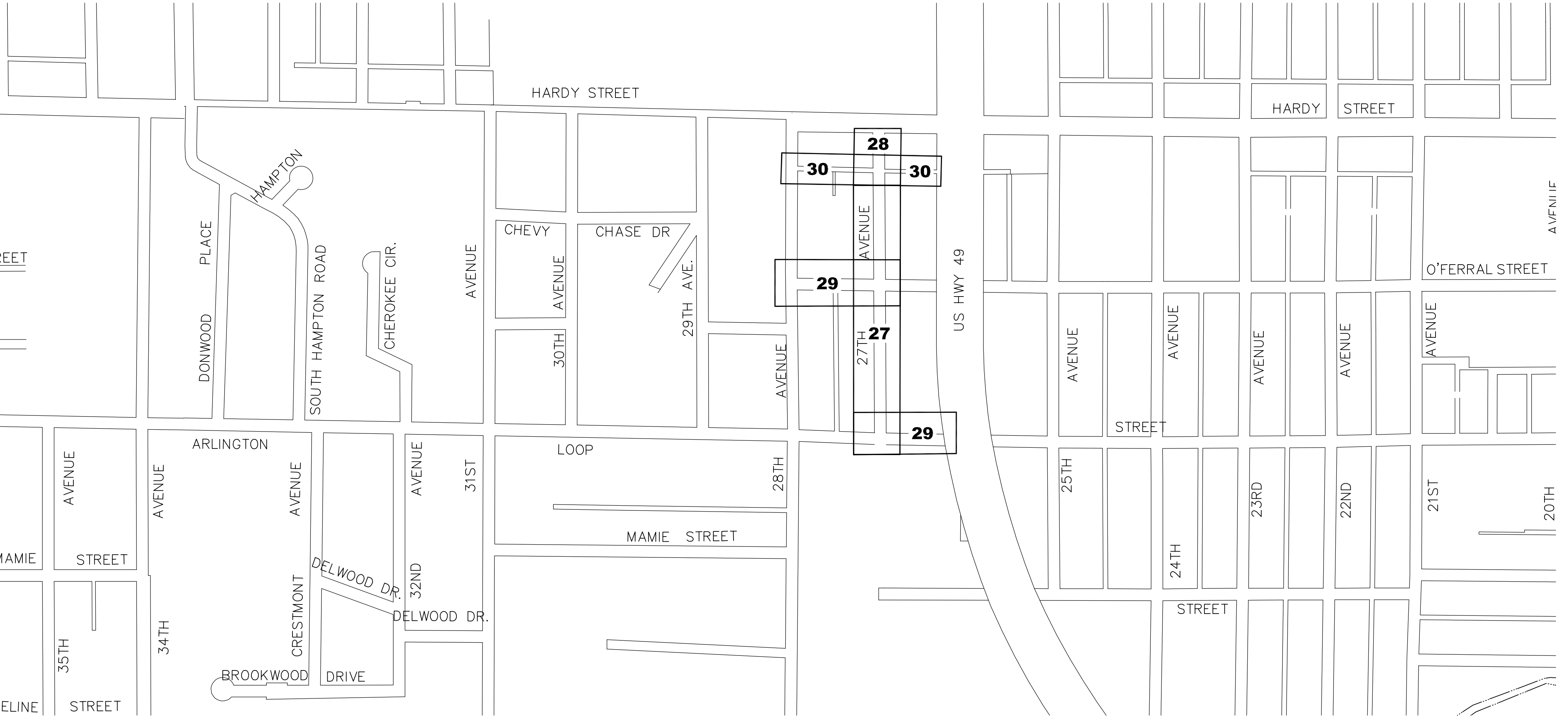
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MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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SANITARY SEWER PLAN - SHEET KEY



WATER PLAN - SHEET KEY

ABBREVIATION LEGEND:

- ABND - ABANDONED
- APPURT - APPURTENANCES
- ASPH - ASPHALT
- BLDG - BUILDING
- ¢ CONST - CENTERLINE CONSTRUCTION
- CONC - CONCRETE
- CON. - CONNECTION
- CONT'D - CONTINUED
- CMP - CORRUGATED METAL PIPE
- OPP - CORRUGATED PLASTIC PIPE
- DIA - DIAMETER
- DR - DIAMETER RATIO
- DRV - DRIVE
- DI - DUCTILE IRON PIPE
- DS FL - DOWNSTREAM FLOW LINE
- E - EAST
- EXIST - EXISTING
- FES - FLARED END SECTION
- FL - FLOW LINE
- GRVL - GRAVEL
- HDPE - HIGH DENSITY POLYETHYLENE PIPE
- HYD - HYDRANT
- INCL - INCLUDING
- INV - INVERT
- LT - LEFT
- LF - LINEAR FEET
- MH - MANHOLE
- MIN - MINIMUM
- N - NORTH
- No. - NUMBER
- PRKG - PARKING
- PVC - POLYVINYL CHLORIDE PIPE
- RCAP - REINFORCED CONCRETE ARCHED PIPE
- RCP - REINFORCED CONCRETE PIPE
- REQ'D - REQUIRED
- RT - RIGHT
- ROW - RIGHT OF WAY
- SAN - SANITARY
- STA - STATION
- SWR - SEWER
- S - SOUTH
- TYP - TYPICAL
- US FL - UPSTREAM FLOW LINE
- VAR - VARIABLE
- W - WEST
- W/ - WITH

SYMBOL LEGEND:

- AIR CONDITIONER
- FENCE
- FIBER OPTIC PEDESTAL
- FIBER OPTIC PULL BOX
- FIRE HYDRANT
- FLOWER
- GAS INDICATOR POST
- GAS LINE
- GAS METER
- GAS VALVE
- GATE POST
- GENERATOR
- GROUND LANDSCAPE LIGHT
- HOSE BIBB
- IRRIGATION CONTROL VALVE
- LIGHT ON UTILITY POLE
- LIGHT ON DECORATIVE POLE
- MAILBOX
- METAL PIPE
- OVERHEAD UTILITY LINES
- OVERHEAD UTILITY LINES
- POLE GUY WIRE
- PROPERTY LINE
- SAN SWR CLEAN-OUT
- SAN SWR FORCE MAIN
- SAN SWR LINE
- SAN SWR MANHOLE
- SIGN
- SIGNAL
- STORM DRAIN MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- TREE LINE
- TREE OAK
- TREE CEDAR
- TREE PINE
- TREE SYCAMORE
- TREE CRAPE MYRTLE
- TREE MAPLE
- TREE BRADFORD PEAR
- TREE MAGNOLIA
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE LINE
- UTILITY METER ON POLE
- UTILITY POLE
- UTILITY PULL-BOX
- UTILITY SERVICE POLE
- WATER LINE
- WATER METER
- WATER TEST WELL
- WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

NO.	DATE	DESCRIPTION	BY
LEGEND, ABBREVIATIONS & SHEET KEY			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
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FORREST COUNTY, MISSISSIPPI			
Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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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 MDOT, 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 ARE SHOWN ON THE PLAN SHEETS.
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. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. ALL DRAINS AND DRAINAGE STRUCTURES INSIDE THE PROJECT AREA ON THESE PLANS SHALL BE CLEANED OF ALL FOREIGN MATTER, INCLUDING SILT, PRIOR TO COMPLETION OF THE PROJECT. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.
- 10.1. ANY EXISTING CROSS DRAINS SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW RCP OR RCAP AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 10.2. ANY EXISTING SIDE DRAINS THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW CORRUGATED HDPE PIPE AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING SIDE DRAIN, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 10.3. IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER. SOME INLETS MAY BE NOTED FOR REPLACEMENT ON THE PLANS AND SHALL BE REPLACED AS DETAILED.
- 10.4. ANY EXISTING DRAINS THAT SHOWN TO BE REMOVED AND RESET SHALL BE REMOVED, SALVAGED AND RESET PER NEW PIPE INSTALLATION DETAILS CONTAINED HEREIN. ANY DAMAGE TO THE SALVAGED PIPE SHALL BE REPLACED AT NO ADDITIONAL COST TO THE PROJECT.
- 10.5. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 10.6. ABSOLUTELY NO NEW CORRUGATED METAL PIPE SHALL BE INSTALLED ON THIS PROJECT.
11. 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.
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 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.
15. ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
- 15.1. 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.
- 15.2. 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 CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED PROPERTY OWNER.
16. 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).
17. PAVED ROADS SHALL BE OPEN CUT AND REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
18. ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
19. ALL PAVED DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
20. 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.
21. ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
22. ALL TRENCHES IN PAVED AREAS SHALL BE REPAIRED AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE PROJECT OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAILS). ALL CRUSHED AGGREGATE SHALL BE SIZE 610. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT AND OR CRUSHED AGGREGATE PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
23. PRIOR TO THE 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 ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
24. ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
25. 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.
26. 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.
27. 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.
28. 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.

29. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
30. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
31. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
32. ALL WATER AND SEWER SYSTEMS, INCLUDING SERVICES, INSTALLED ON THIS PROJECT SHALL REQUIRE A TRACER WIRE SYSTEM.
33. 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.
34. MANHOLE LIDS, FIRE HYDRANTS & VALVES NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL SALVAGED ITEMS SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT, IN KIND, FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
35. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.

CONSTRUCTION PHASING NOTES

1. THE CONTRACTOR SHALL PHASE CONSTRUCTION TO MINIMIZE TRAFFIC DISRUPTIONS TO FORREST GENERAL HOSPITAL. THE CONTRACTOR SHALL BE AWARE OF AN ONGOING AND CONTINUING CONSTRUCTION PROJECT TO IMPROVE AND RECONFIGURE VARIOUS STREETS IN THE VICINITY OF FORREST GENERAL HOSPITAL. THESE STREETS INCLUDE, BUT ARE NOT LIMITED TO: CAMP STREET, ARLINGTON LOOP, MAMIE STREET AND US 49. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION, THRU THE ENGINEER, WITH THE CONTRACTOR AND THE ENGINEER FOR SAID ADJACENT PROJECT, THE OWNER OF THIS PROJECT AND THE ENGINEER FOR FORREST GENERAL HOSPITAL.
2. THE CONTRACTOR SHALL HAVE A THOROUGH UNDERSTANDING ON THE WATER AND SEWER SYSTEMS WITHIN THE VICINITY OF THIS PROJECT IN ORDER TO FACILITATE THE CONSTRUCTION OF THIS PROJECT IN A MANNER WHICH WILL PROVIDE THE LEAST AMOUNT OF DISRUPTIONS TO THE VARIOUS MEDICAL FACILITIES LOCATED IN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION, THRU THE ENGINEER, WITH THE OWNER OF THIS PROJECT AND THE ENGINEER FOR FORREST GENERAL HOSPITAL AND HATTIESBURG CLINIC.
3. THE CONTRACTOR SHALL PHASE CONSTRUCTION SUCH THAT THE WORK LOCATED ON AND IN THE VICINITY OF ARLINGTON LOOP, SOUTH 30TH AVE & SOUTH 31ST AVE IS COMPLETED FIRST.
4. THE CONTRACTOR SHALL SUBMIT A DETAILED PHASES OF CONSTRUCTION TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

SPECIAL PROJECT SCOPE NOTES

1. CERTAIN ELEMENTS AND/OR SECTIONS OF THIS PROJ3CT ARE NOTED AS "NOT IN CONTRACT" OR "NOT IN CONTRACT -- CONSTRUCTED BY OTHERS". SAID ELEMENTS AND SECTION SHOULD HAVE BEEN INSTALLED AND COMPLETED BY THE OWNER OR AT THE OWNER'S DIRECTION, IN ORDER TO COORDINATE WITH OTHER ADJACENT AND ON-GOING PROJECTS BY THE OWNER, BY THE TIME THIS CONTRACT IS GIVEN THE NOTICE TO PROCEED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SAID ELEMENTS AND SECTIONS PRIOR TO CONSTRUCTION OF THIS PROJECT. DIFFERENCES BETWEEN THE AS BUILT CONDITION OF SAID ELEMENTS AND SECTIONS SHALL BE NOTED ON THE PLANS FOR THIS PROJECT AND SUBMITTED TO THE ENGINEER FOR REVIEW. ALTERATIONS AND DEVIATIONS OF THIS PROJECT MAY BE REQUIRED AND SHALL BE CONSTRUCTED AT THE DIRECTION OF THE ENGINEER. PAY COORDINATION OF THE AS BUILT CONDITION SHALL BE ABSORBED (NO SEPARATE PAY). AS DIRECTED CONSTRUCTION SHALL BE PAID UNDER THE APPROPRIATE BID ITEM(S).
2. A CRITERIA FOR THIS PROJECT IS TO ELIMINATE THE USE OF AND TO COMPLETELY ABANDON THE USE OF THE EXISTING 6" AND/OR 8" DIAMETER SANITARY SEWER MAIN RUNNING, GENERALLY, NORTH AND SOUTH IN THE MIDDLE OF SOUTH 27TH AVENUE. THE ENGINEERING INTENT OF THIS PLAN IS TO VERIFY WHICH EXISTING SANITARY SEWER SERVICES MAY BE CONNECTED TO SAID SEWER MAIN AND TO INSTALL NEW SANITARY SEWER SERVICES CONNECTED TO THE ADJACENT LARGER DIAMETER SANITARY SEWER MAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

2.1. LOCATING ALL SANITARY SEWER SERVICES CONNECTED TO SAID SANITARY SEWER MAIN ON SOUTH 27TH AVE BY USE OF CCTV SERVICES, DYE TESTING, PROBING AND/OR SPOT DIGGING OR A COMBINATION OF ANY OR ALL OF SAID METHODS.

2.2. EXISTING CCTV AND REPORTS OF BOTH THE 6" and 8" DIAMETER AND THE LARGE DIAMETER SANITARY SEWER MAINS ON SOUTH 27TH AVE ARE AVAILABLE THRU THE ENGINEER.

2.3. INSTALLATION OF NEW SERVICES AS REQUIRED TO CONNECT ALL STRUCTURES ON SOUTH 27TH AVE, SOUTH 26TH AVE (US 49 FRONTAGE ROAD) TO SAID LARGE DIAMETER SEWER MAIN.

2.4. COORDINATION WITH STRUCTURE OWNERS FOR TESTING, SERVICE LOCATING AND SERVICE INTERRUPTION DURING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF ENTRY.

2.5. COMPLETE ABANDONMENT OF SAID EXISTING 6" and 8" DIAMETER SEWER MAIN AS NOTED AND DETAILED IN THESE PLANS.
3. A CRITERIA FOR THIS PROJECT IS TO ELIMINATE, TO THE EXTENT POSSIBLE, ANY AND ALL SANITARY SEWER MAINS AND SERVICES IN, UNDER, ADJACENT TO AND CROSSING THE DRAINAGE CHANNEL WHICH TRANSVERSES THE BLOCK BOUNDED BY CHEVY CHASE DRIVE, SOUTH 30TH AVE, SOUTH 29TH AVE & ARLINGTON LOOP. TO FACILITATE SAID CRITERIA, A NEW SANITARY SEWER MAIN SHALL BE INSTALLED ON SOUTH 30TH AVE WHERE NO MAIN PREVIOUSLY EXISTED. THE MAJORITY OF THE EXISTING SEWER MAINS LOCATED IN SAID BLOCK SHALL BE ABANDONED AS NOTED AND DETAILED IN THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

3.1. LOCATING ALL SANITARY SEWER SERVICES CONNECTED TO SAID SANITARY SEWER MAIN BY USE OF CCTV SERVICES, DYE TESTING, PROBING AND/OR SPOT DIGGING OR A COMBINATION OF ANY OR ALL OF SAID METHODS.

3.2. INSTALLATION OF NEW SERVICES AS REQUIRED TO CONNECT ALL STRUCTURES TO SAID NEW SEWER MAIN. SAID NEW SERVICES SHALL INCLUDE ADDITIONAL SERVICE LINE AND CLEANOUTS.

3.3. COORDINATION WITH STRUCTURE OWNERS FOR TESTING, SERVICE LOCATING AND SERVICE INTERRUPTION DURING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF ENTRY.
4. A CRITERIA FOR THIS PROJECT IS TO ELIMINATE THE SANITARY SEWER MAIN AND SERVICES LOCATED IN THE CENTER OF THE BLOCK BOUNDED BY LORRAINE STREET, SOUTH 30TH AVE, SOUTH 31ST AVE & ARLINGTON LOOP. TO FACILITATE SAID CRITERIA, A NEW SANITARY SEWER MAIN SHALL BE INSTALLED ON SOUTH 31TH AVE WHERE NO MAIN PREVIOUSLY EXISTED. THE EXISTING SEWER MAIN LOCATED IN SAID BLOCK SHALL BE ABANDONED AS NOTED AND DETAILED IN THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

4.1. LOCATING ALL SANITARY SEWER SERVICES CONNECTED TO SANITARY SEWER MAIN BY USE OF CCTV SERVICES, DYE TESTING, PROBING AND/OR SPOT DIGGING OR A COMBINATION OF ANY OR ALL OF SAID METHODS.

4.2. INSTALLATION OF NEW SERVICES AS REQUIRED TO CONNECT ALL STRUCTURES TO SAID NEW SEWER MAIN. SAID NEW SERVICES SHALL INCLUDE ADDITIONAL SERVICE LINE AND CLEANOUTS.

4.3. COORDINATION WITH STRUCTURE OWNERS FOR TESTING, SERVICE LOCATING AND SERVICE INTERRUPTION DURING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF ENTRY.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
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sdw Engineering Progress 301 Second Ave, Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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SEWER NOTES:

1. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.
2. WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
3. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18” FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
4. THE FINISHED ELEVATION OF ALL MANHOLE TOPS FOR MANHOLES TO BE CONSTRUCTED IN PAVED AREAS SHALL BE AT EXISTING PAVEMENT ELEVATION OR AS DIRECTED BY THE ENGINEER. MANHOLE AND PIPE ELEVATIONS SHALL BE TAKEN FROM CUT SHEETS FURNISHED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION. PAYMENT FOR SEWER WILL BE BASED ENTIRELY ON THE ENGINEER APPROVED CUT SHEETS.
5. MANHOLES SHALL HAVE 20 MIL. COAL TAR EPOXY COATING ON THE INSIDE, UNLESS OTHERWISE NOTED. DUCTILE IRON PIPE SHALL BE LINED AS NOTED IN THE SPECIFICATIONS.
6. ALL SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 PVC AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT EXCEPT SERVICE TEES AND CLEANOUTS. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, CONCRETE RING, TRAFFIC COVER IF NEEDED, AND ANY PIPE LENGTH NEEDED TO BRING CLEANOUT TO SURFACE GRADE. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSH WITH PAVEMENT. (NO SEPARATE PAY)
7. ALL DUCTILE IRON PIPE SHALL BE LOCKING JOINT TYPE AND OF THE SIZE AS NOTED ON THESE PLANS.
8. INFILTRATION/EXFILTRATION ON NEWLY INSTALLED SEWER MAIN SHALL BE REQUIRED AS DIRECTED. MANDREL TESTS SHALL BE REQUIRED ON ALL SEWER MAIN INSTALLED. CONTRACTOR SHALL BE REQUIRED TO PULL A MANDREL FOR TESTING PURPOSES IN ALL SEWER LINES INSTALLED ON THE PROJECT PRIOR TO FINAL ACCEPTANCE. MANDREL TEST SHALL BE PERFORMED IN LIVE OR BYPASS PUMPED SEWER AS NECESSARY AT THE DISCRETION OF THE ENGINEER
9. ALL MANHOLES SHALL BE 48” IN DIAMETER, WITH ECCENTRIC TOP CONE SECTIONS, UNLESS OTHERWISE NOTED. (SEE PLAN AND PROFILE SHEETS FOR PROPER SIZING)
10. ALL SINGLE DROPS FOR SEWER PIPE 8” AND UNDER IN DIAMETER SHALL BE PLACED INSIDE THE MANHOLE AS DETAILED. ALL MULTIPLE DROPS OR DROPS FOR SEWER PIPE OVER 8” IN DIAMETER SHALL BE PLACED OUTSIDE OF THE MANHOLE AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
11. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SEWER SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT, UNLESS OTHERWISE NOTED.
- 13.1. ALL SERVICE CONNECTIONS SHOWN ON THE PLAN SHEETS SHALL BE CONNECTED TO THE PROPOSED SEWER LINE, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
- 13.2. FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER’S APPROVAL.
- 13.3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
- 13.4. THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SERVICE CONNECTION TO MAIN, TEE’S, REDUCERS, CONNECTIONS TO EXISTING SERVICE AND ANY OTHER FITTINGS NECESSARY TO MAKE THE CONNECTION SHALL BE PAID PER EACH CONNECTION. SERVICE LINE SHALL BE PAID BY LINEAR FOOT.
- 13.5. CLEANOUTS SHALL BE PAID PER EACH. CLEANOUTS FOR SANITARY SEWER SERVICES SHALL BE PLACED AT THE RIGHT OF WAY LINE (AS DETAILED), AT EVERY TURN AND CHANGE IN GRADE, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER.
- 13.6. SERVICE CONNECTIONS NOTED ON THESE PLANS ARE LOCATED BASED ON FIELD EVIDENCE, INSPECTION REPORTS AND OTHER INFORMATION THAT IS AVAILABLE TO THE ENGINEER. THE LOCATION OF ANY SERVICE NOTED AS “FIELD VERIFY” IS QUESTIONABLE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION OF THE MAIN LINE.
14. ALL SERVICE CONNECTIONS (FOR ALL UTILITY TYPES) WHICH ARE TEMPORARILY DISCONNECTED DUE TO CONSTRUCTION REQUIREMENTS, DAMAGED OR OTHERWISE DISCONNECTED DURING CONSTRUCTION, SHALL BE REPAIRED IN KIND AT THE CONTRACTOR’S EXPENSE, UNLESS OTHERWISE DIRECTED. (NO SEPARATE PAY). SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH THE UTILITY OWNER AND THE AFFECTED STRUCTURE OWNER. EXCEPTION 1: WATER SERVICE CONNECTIONS WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER, REPAIRED AND PAID AS OUTLINED IN THE BID PROPOSAL (SIZE TO MATCH EXISTING). EXCEPTION 2: ANY OTHER SERVICE CONNECTIONS, EXCEPT WATER & SEWER, WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER AND REPORTED TO THE UTILITY OWNER.
15. THE CONTRACTOR SHALL NOTE MINIMUM GRADES FOR VARIOUS LOCATIONS OF PROPOSED SEWER LINES WITHIN THE PROJECT. THE CONTRACTOR SHALL HAVE THE EXPERTISE TO INSTALL PIPING ON THESE GRADES. ANY INSTALLED PIPE FOUND TO HAVE MORE THAN ¼” OF STANDING WATER SHALL BE REMOVED AND RE-LAID AT THE CONTRACTOR’S EXPENSE.
16. ALL BEDDING MATERIAL FOR ALL PIPE SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.
17. ALL MANHOLES LOCATED IN FLOOD ZONES SHALL HAVE BOLTED LIDS AND FRAMES AS SHOWN ON PLANS.

SPECIAL SEWER ABANDONMENT / REMOVAL NOTES:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED, SHALL BE PAID FOR PER EACH AND SHALL BE MODIFIED AS FOLLOWS:

2.1. REMOVE AND DISPOSE OF SANITARY WASTE.

2.2. REMOVE COVER, FRAME AND THE TOP 36” OF MANHOLE STRUCTURE. DISPOSE OF REMOVED OBJECTS APPROPRIATELY.

2.3. FILL THE MANHOLE WITH SAND.

2.4. CAP THE MANHOLE WITH 3000 PSI, NON–REINFORCED CONCRETE (6” DEPTH).

2.5. BACKFILL WITH NATIVE SOIL MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. (NO SEPARATE PAY)
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED SHALL BE PAID FOR BY LINEAR FOOT AND SHALL BE MODIFIED AS FOLLOWS:

4.1. REMOVE AND DISPOSE OF SANITARY WASTE.

4.2. FILL THE PIPE WITH FLOWABLE FILL.

4.3. PLUG ENDS.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH THE NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.

WATER NOTES

1. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
2. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
3. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18” FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
4. ALL STEEL CASINGS SHALL BE 0.250" WALL THICKNESS, UNLESS OTHERWISE NOTED, AND OF THE SIZE AS NOTED ON THESE PLANS.
5. ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
6. ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR 11, 200 PSI, AS NOTED ON PLANS.
7. ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND SECURED TOGETHER WITH MEGA LUG CONNECTIONS. ALL TEES AND VALVES SHALL BE SECURED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE SECURED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
8. ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5’, 30’, 45’...). SINGLE 90’ BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90’ BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
9. ALL PROPOSED FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL HYDRANTS SHALL BE SAFETY YELLOW IN COLOR FROM THE MANUFACTURER. ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING.
10. FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
11. ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
12. ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
13. PRESSURE TESTS SHALL BE REQUIRED ON ALL WATER MAIN INSTALLED.
14. ALL NEW CONSTRUCTION SHALL BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
15. ALL BACTI–SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
16. WATER SERVICE NOTES:

16.1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING WATER METERS ALONG ALL STREETS WITHIN THE PROJECT AREA WHICH ARE NOTED FOR WATER MAIN CONSTRUCTION. SOME METERS MAY NOT HAVE BEEN LOCATED DURING THE DESIGN PHASE OF THIS PROJECT DUE TO FIELD CONDITIONS. HOWEVER, ALL METERS WITHIN THE PROJECT AREA SHALL BE RECONNECTED. ABSOLUTELY NO STRUCTURE SHALL HAVE A SERVICE CONNECTION WITHOUT A METER.

16.2. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO AN ADJACENT PROPOSED WATER LINE (SEE PLAN SHEETS).

16.3. A CRITERIA FOR THIS PROJECT IS TO ELIMINATE UNDER SIZED (UNDER 4” DIAMETER) WATER MAINS WITHIN THE PROJECT AREA. WATER SERVICES SHALL BE RECONNECTED TO AN ADJACENT EXISTING LARGE WATER MAIN (4” DIAMETER AND OVER).

16.4. SERVICE CONNECTIONS SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) TAPPING SADDLE, CORPORATION STOP AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE MAIN AND THE CONNECTION TO NEW OR EXISTING WATER METERS. SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE SHALL BE PAID PER LINEAR FOOT AS OUTLINED IN THE CONTRACT DOCUMENTS.

16.5. NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. THE ENTIRE SERVICE BETWEEN THE METER AND THE NEW MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.

16.6. METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE.

16.7. THE CONTRACTOR SHALL TAKE NOTE THAT THERE ARE SERVICES SHOWN ON THE PLANS TO BE DISCONNECTED FROM EXISTING WATER MAINS AND RECONNECTED TO AN EXISTING WATER MAIN. THIS SERVICE CONNECTION ITEM SHALL BE PAID UNDER “RECONNECTION OF WATER SERVICE” AND SHALL INCLUDE TAPPING SADDLE, CORPORATION STOP AND/OR ALL NECESSARY FITTINGS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE EXISTING MAIN AND THE CONNECTION TO THE EXISTING METER. THE ENTIRE SERVICE BETWEEN THE METER AND THE EXISTING MAIN SHALL BE REPLACED. SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE SHALL BE PAID PER LINEAR FOOT AS OUTLINED IN THE CONTRACT DOCUMENTS. SERVICE LINE BORES SHALL BE PAID SEPARATELY.

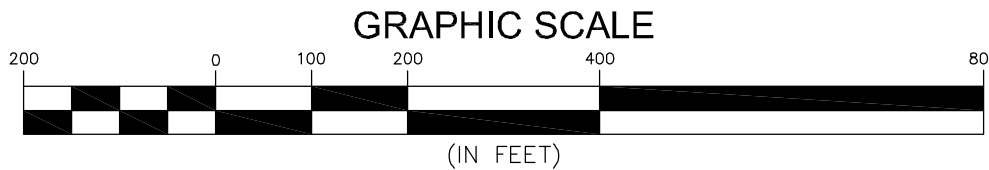
16.8. ALL NEW WATER METERS, IF REQUIRED, SHALL BE BADGER RADIO READ. ALL SERVICE FITTINGS SHALL BE FORD BRAND, ONLY.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: NONE
Date: 03-04-2022		Working No. GN2	
Drawing No.: 11298		Sheet No. 5	

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- LEGEND:**
- SEWER MAIN & SERVICES REPLACEMENT & WATER MAIN & SERVICE REPLACEMENT
 - SEWER MAIN & SERVICES REPLACEMENT
 - SEWER MAIN REPLACEMENT
 - SEWER MAIN & SERVICES REPLACEMENT & WATER SERVICE REPLACEMENT
 - SEWER SERVICES REPLACEMENT & WATER MAIN & SERVICE REPLACEMENT
 - WATER MAIN & SERVICE REPLACEMENT
 - SEWER MAIN & SERVICE ABANDONMENT
 - NEW SEWER MAIN & SERVICES



NO.	DATE	DESCRIPTION	BY
PROJECT SCOPE MAP			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
HATTIESBURG, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: AS NOTED
Date: 03-04-2022		Working No. PSM1	
Drawing No.: 11298		Sheet No. 6	

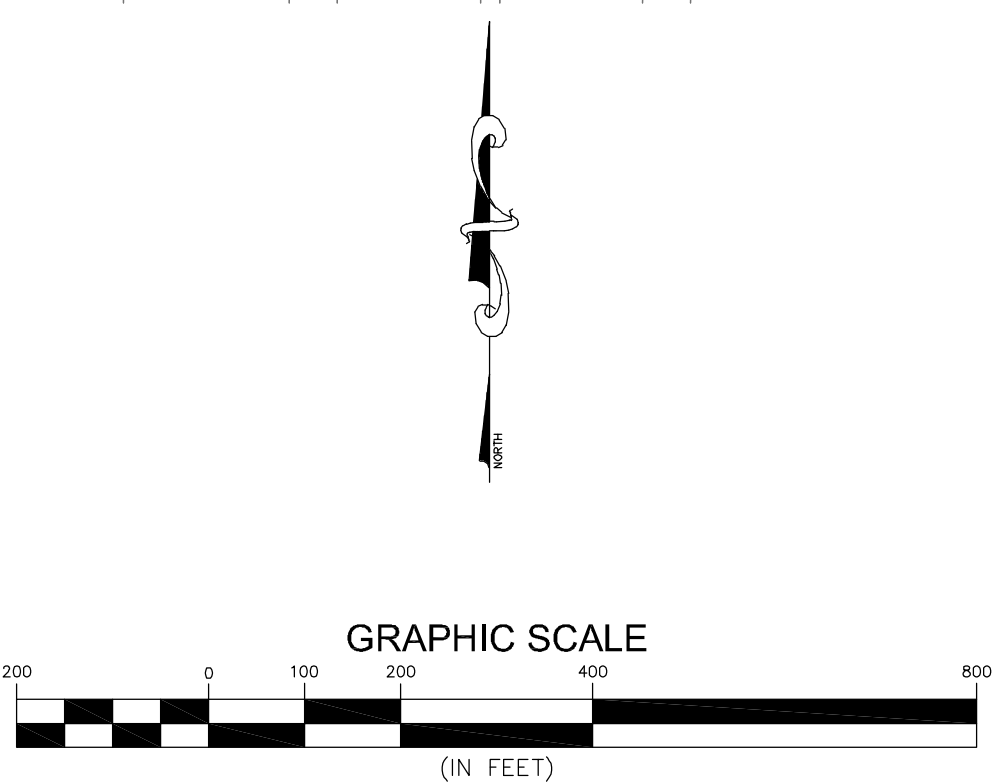
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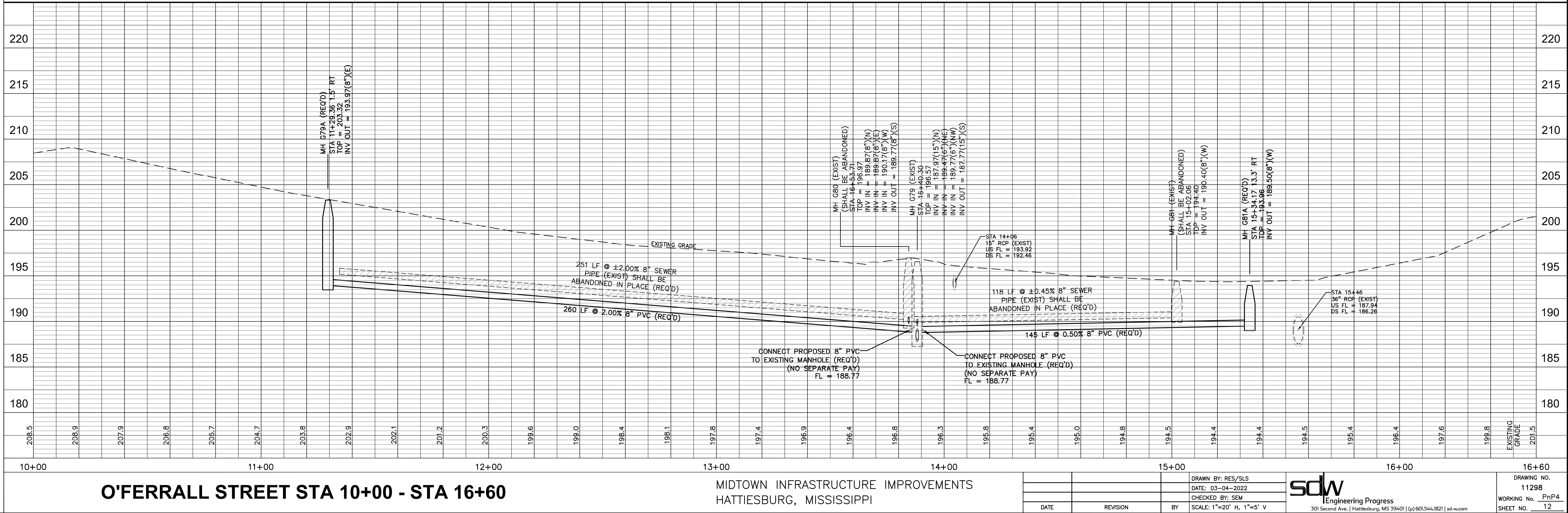
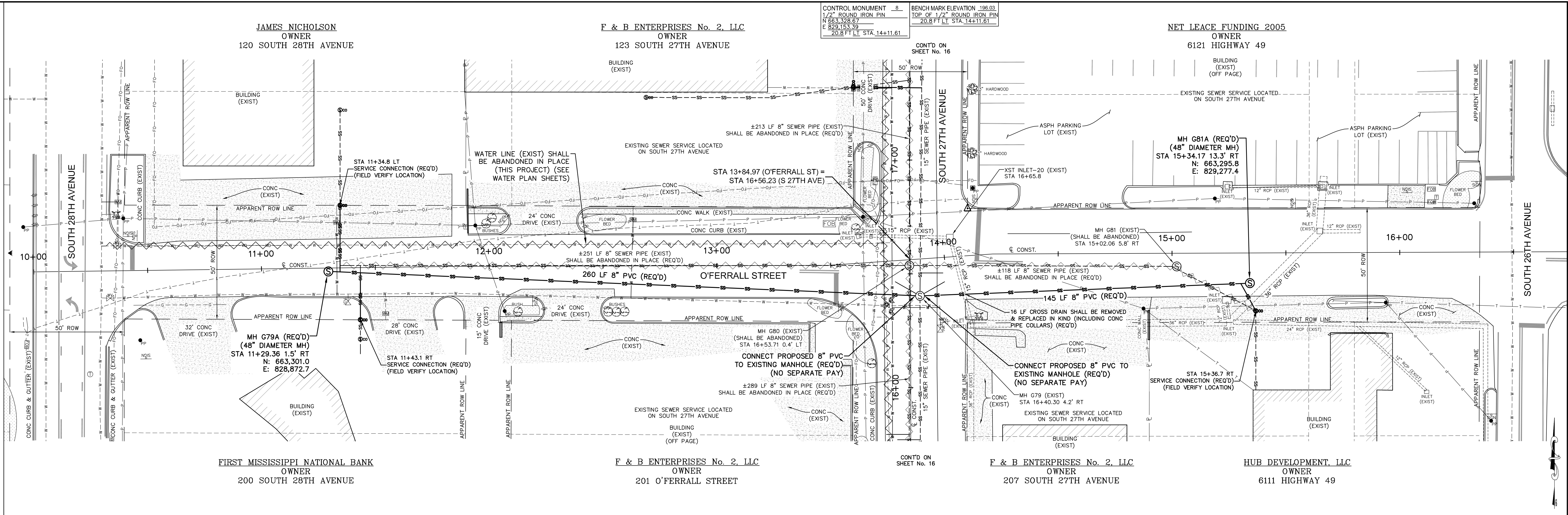
ABBREVIATION LEGEND:

ABND	- ABANDONED
EX	- EXISTING
MH	- MANHOLE
RMV	- REMOVED
TP	- THIS PROJECT

NO.	DATE	DESCRIPTION	BY
SEWER SYSTEM MAP			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 03-04-2022		Working No. PSM2	
Drawing No.: 11298		Sheet No. 7	







O'FERRALL STREET STA 10+00 - STA 16+60

MIDTOWN INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

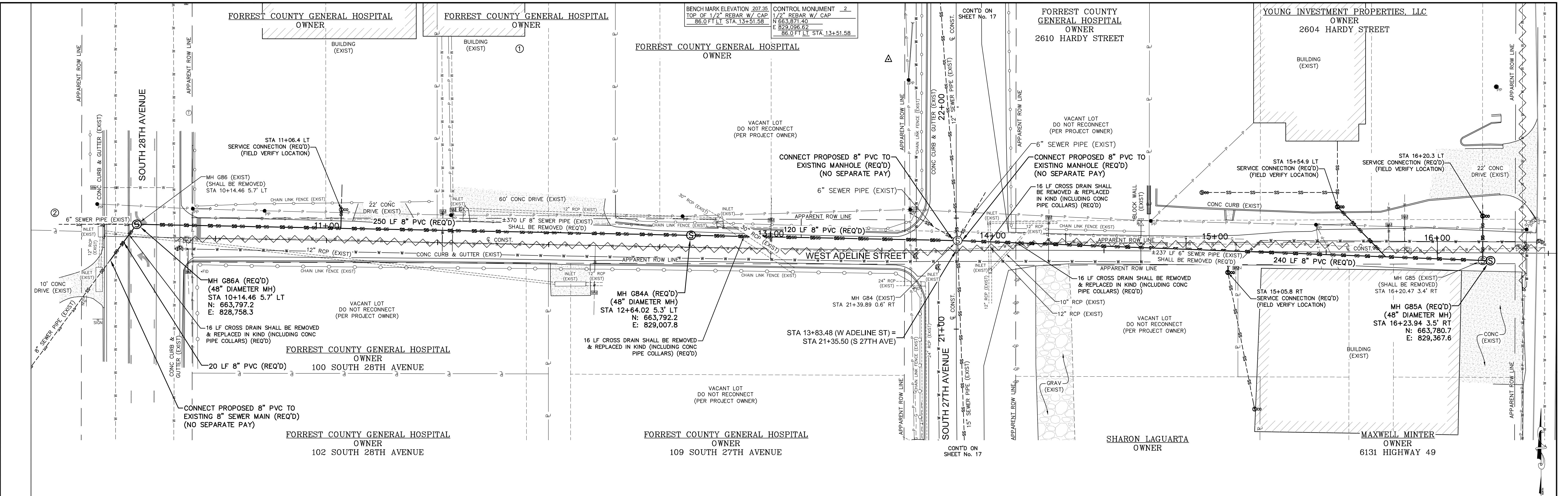
DATE	REVISION	BY

sdw

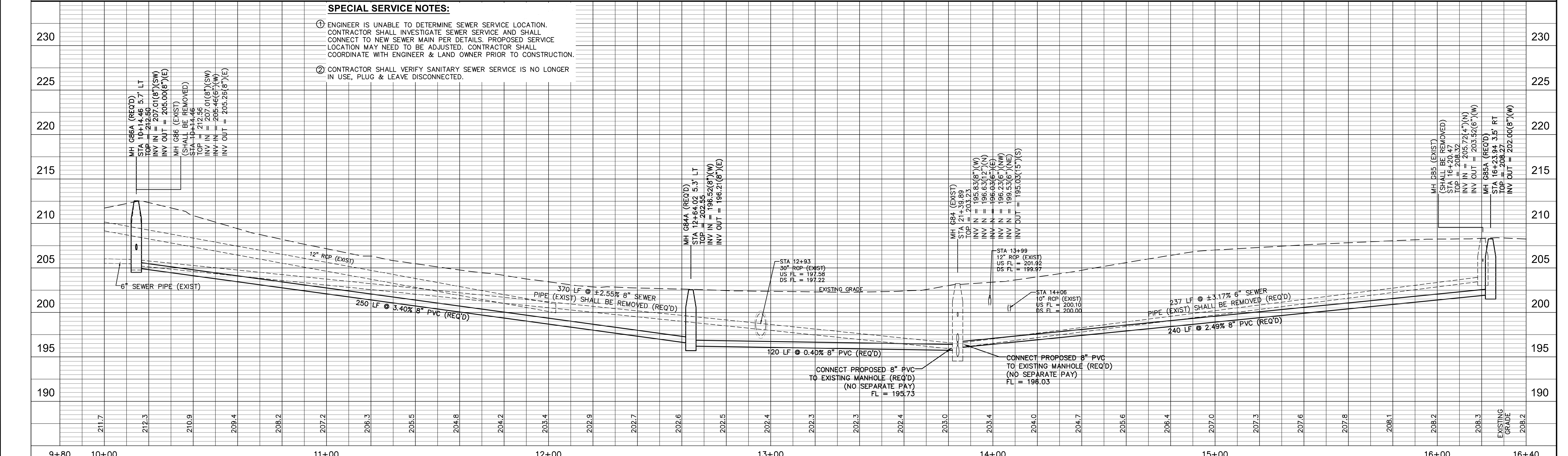
Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

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DATE: 03-04-2022
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DRAWING NO.
11298
WORKING No. PnP4
SHEET NO. 12



- SPECIAL SERVICE NOTES:**
- ① ENGINEER IS UNABLE TO DETERMINE SEWER SERVICE LOCATION. CONTRACTOR SHALL INVESTIGATE SEWER SERVICE AND SHALL CONNECT TO NEW SEWER MAIN PER DETAILS. PROPOSED SERVICE LOCATION MAY NEED TO BE ADJUSTED. CONTRACTOR SHALL COORDINATE WITH ENGINEER & LAND OWNER PRIOR TO CONSTRUCTION.
 - ② CONTRACTOR SHALL VERIFY SANITARY SEWER SERVICE IS NO LONGER IN USE, PLUG & LEAVE DISCONNECTED.



WEST ADELINE STREET STA 10+00 - STA 16+40

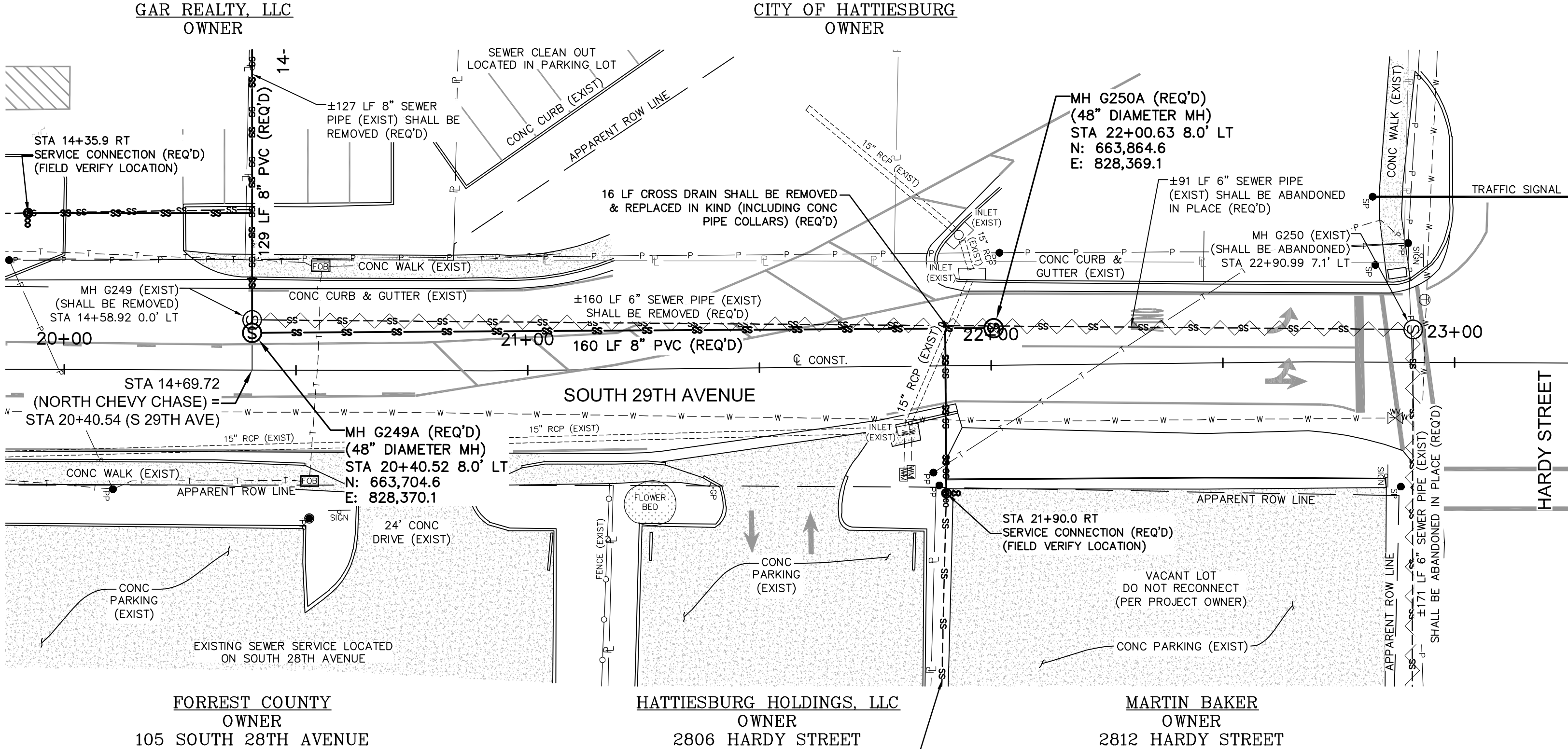
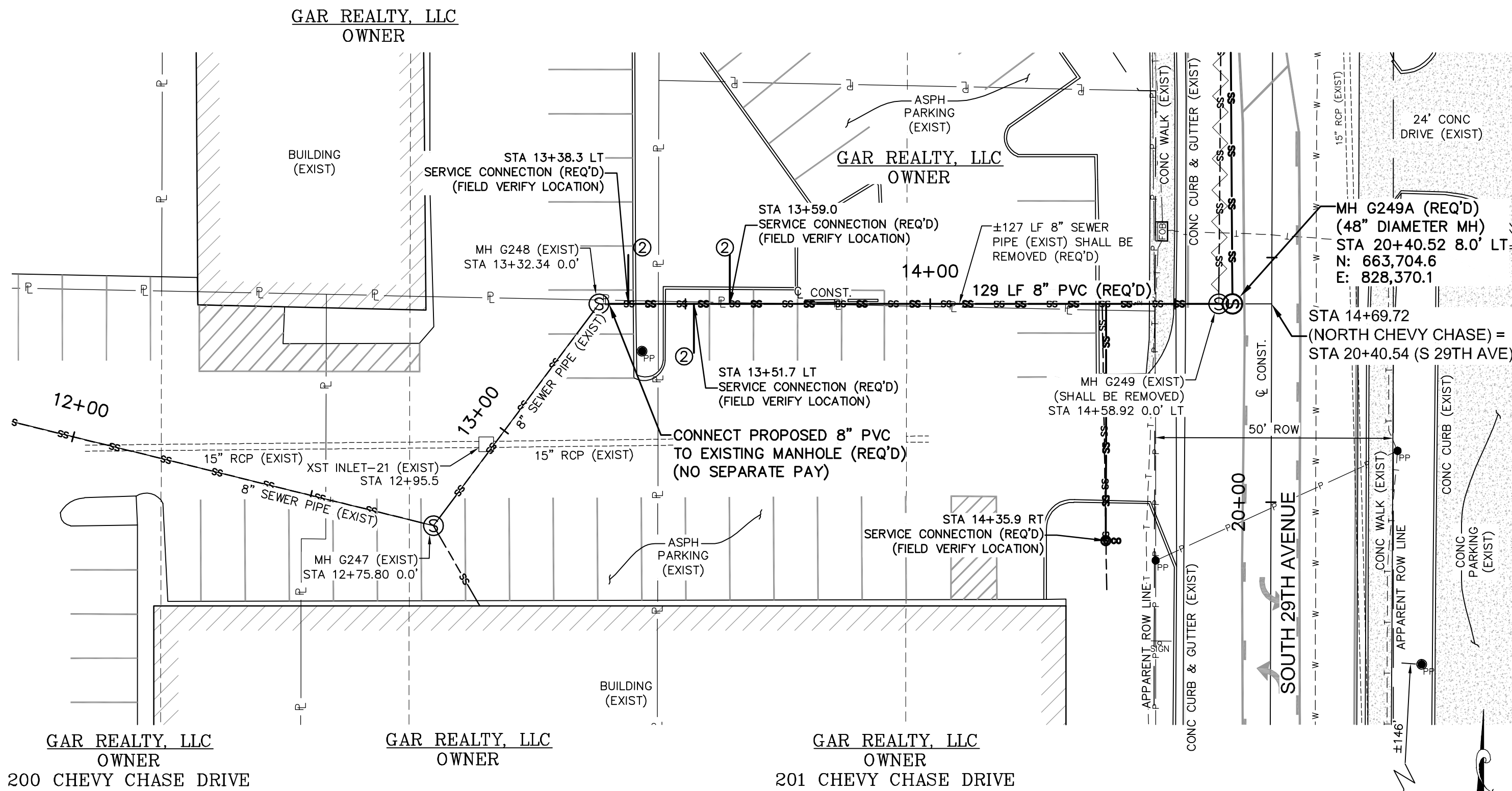
MIDTOWN INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY	DRAWN BY: RES/SLS	 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com	DRAWING NO. 11298 WORKING No. PnP5 SHEET NO. 13
			DATE: 03-04-2022		
			CHECKED BY: SEM		

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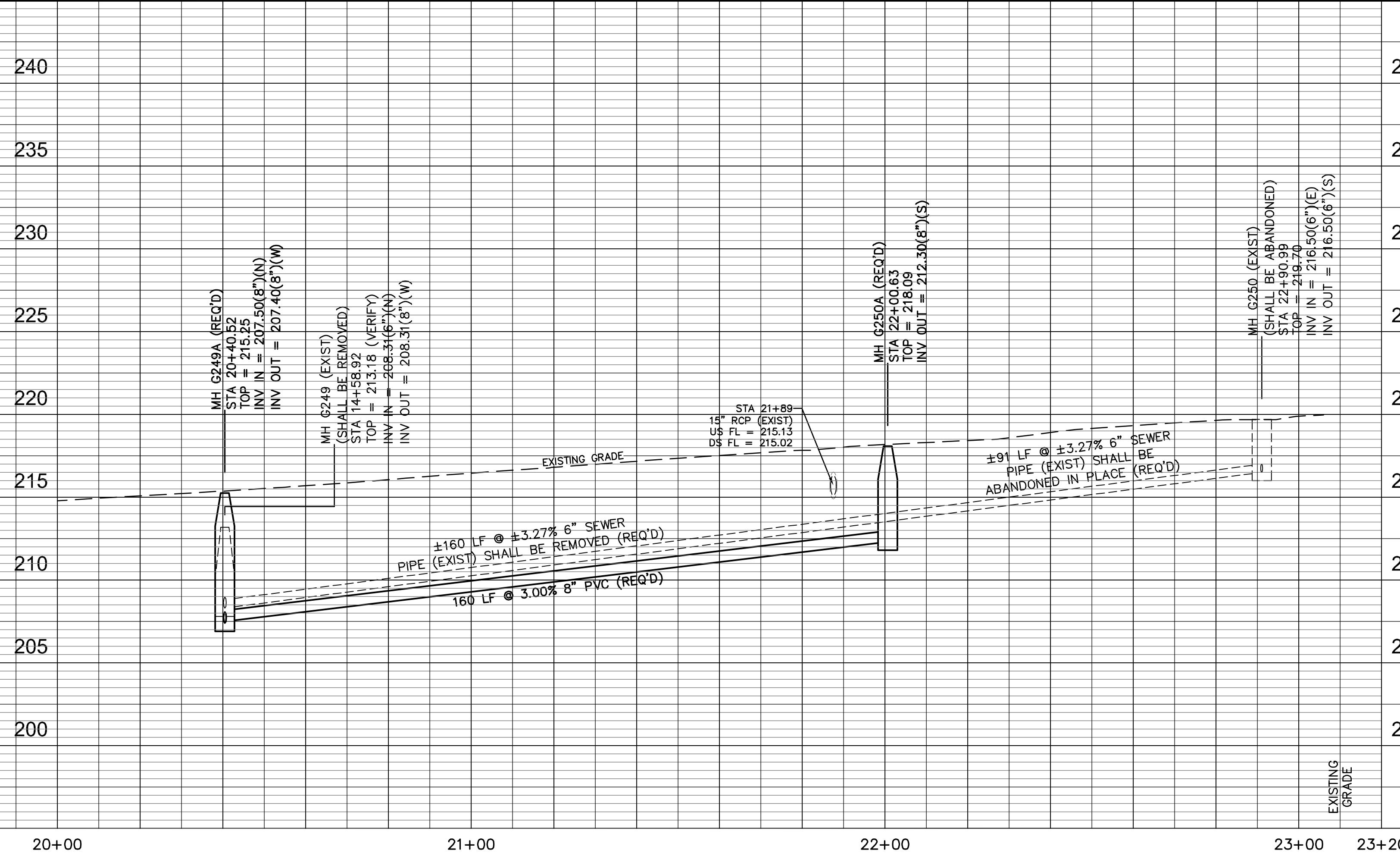
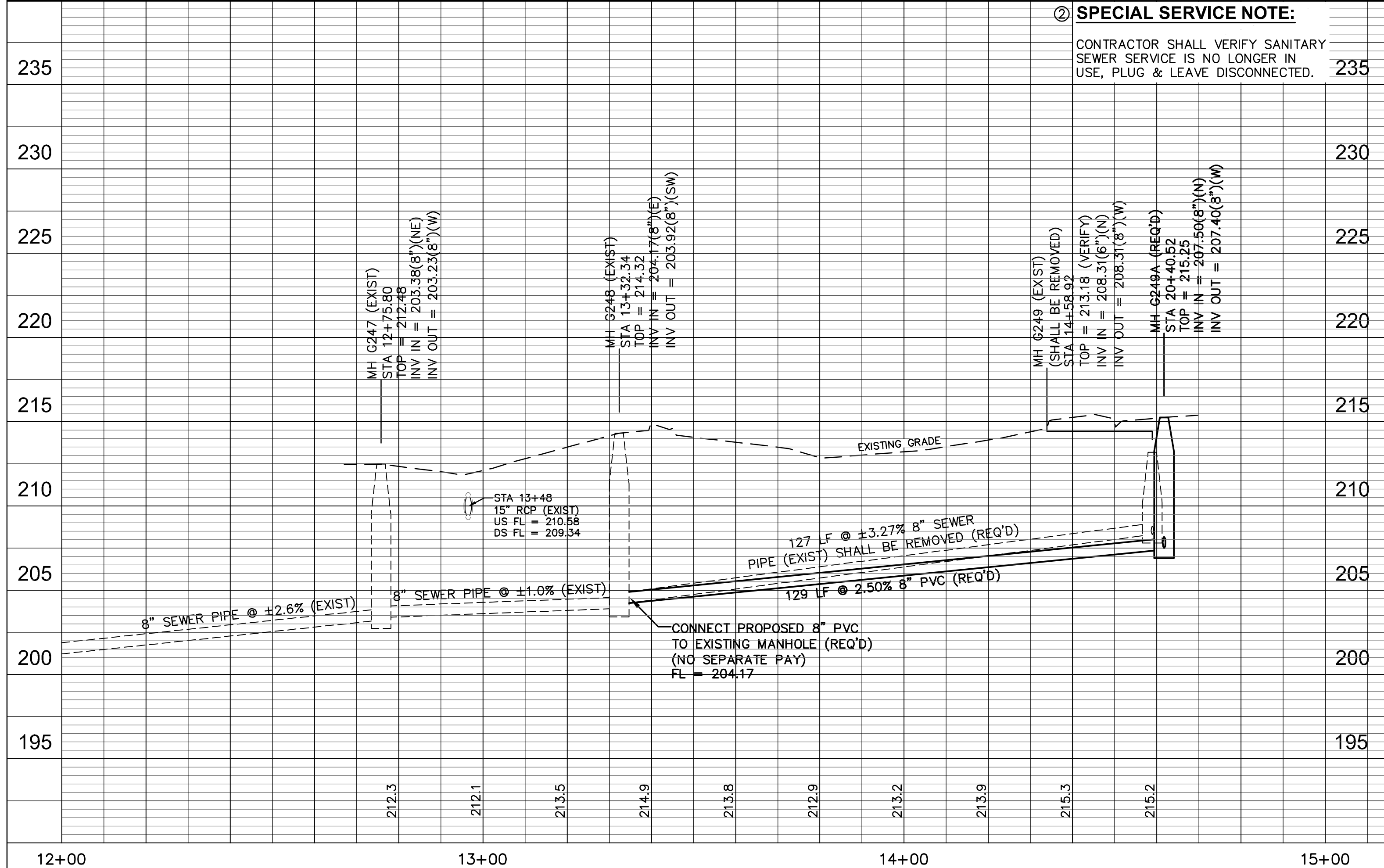
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BENCH MARK ELEVATION 211.38	CONTROL MONUMENT 6
1/2" IRON PIN W/ CAP	1/2" IRON PIN W/ CAP
22.7 FT RT STA. 18+21.41	N 663.485.47
	E 828.400.19
	22.7 FT RT STA. 18+21.41



SPECIAL SERVICE NOTE:

CONTRACTOR SHALL VERIFY SANITARY SEWER SERVICE IS NO LONGER IN USE, PLUG & LEAVE DISCONNECTED.

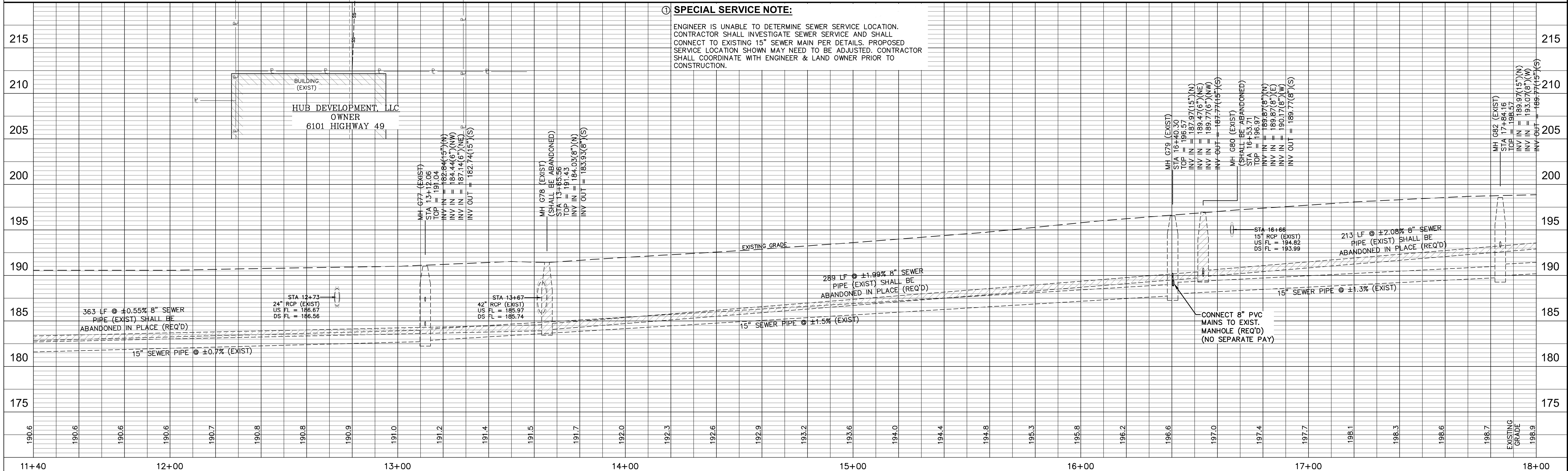
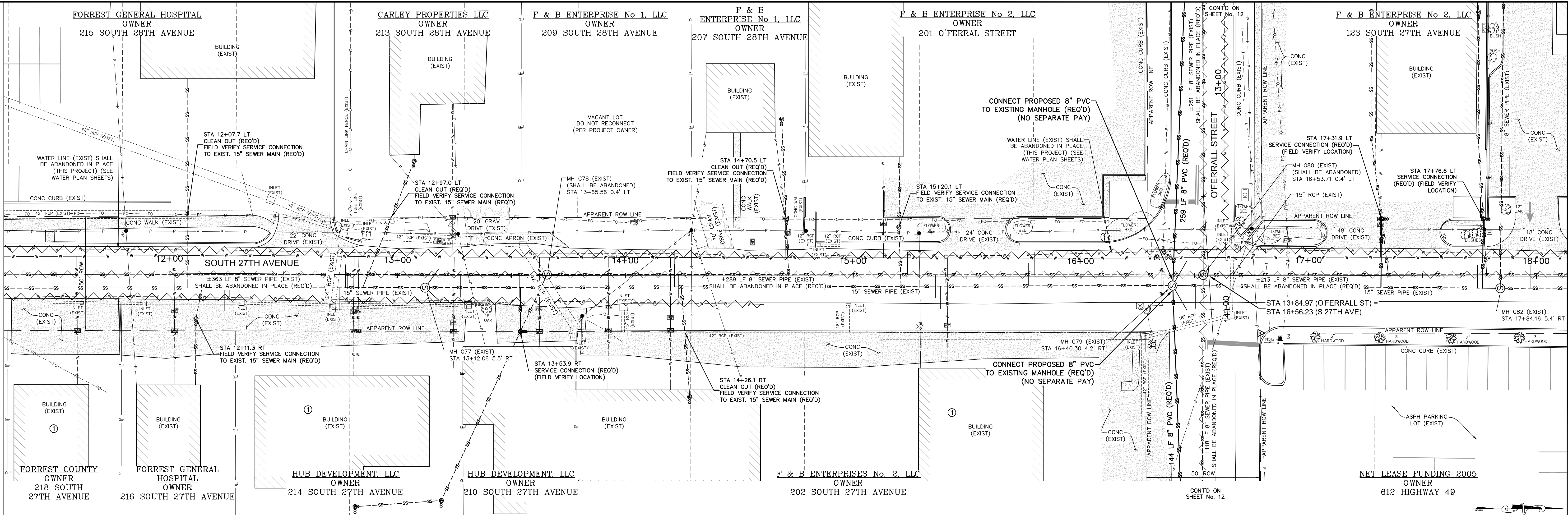


SOUTH 29TH AVENUE STA 12+00 - STA 23+20

MIDTOWN INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY	DRAWN BY: RES/SLS DATE: 03-04-2022 CHECKED BY: SEM SCALE: 1"=20' H, 1"=5' V	SDW Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com	DRAWING NO. 11298 WORKING No. Pn06 SHEET NO. 14
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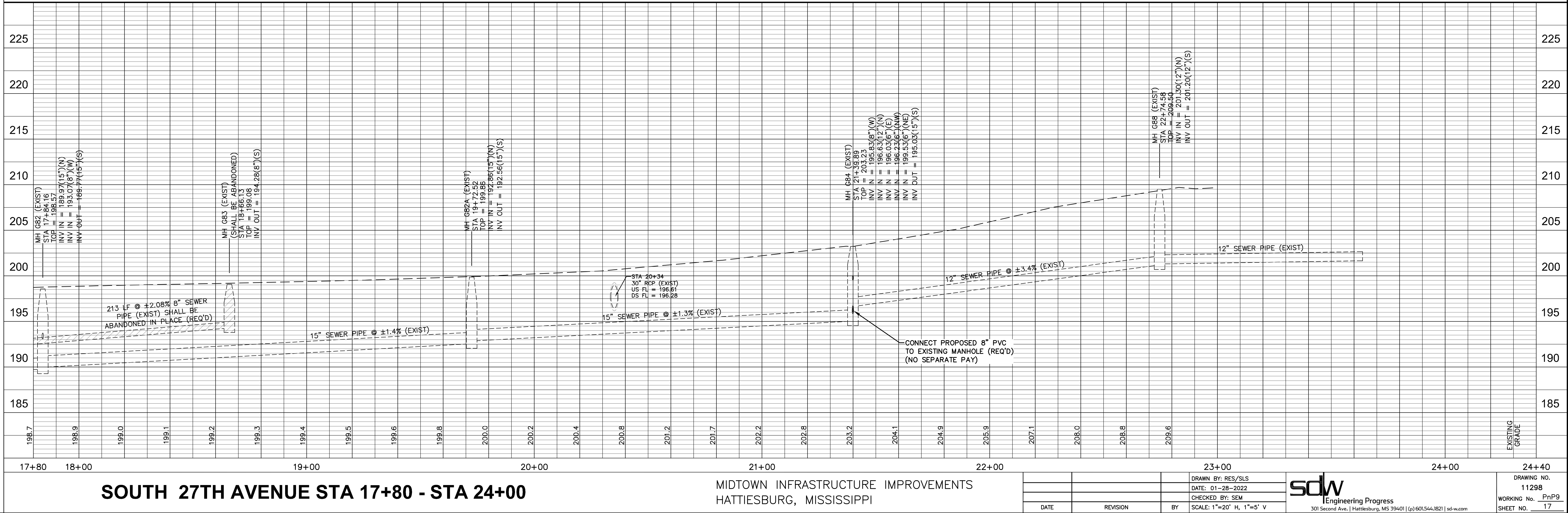
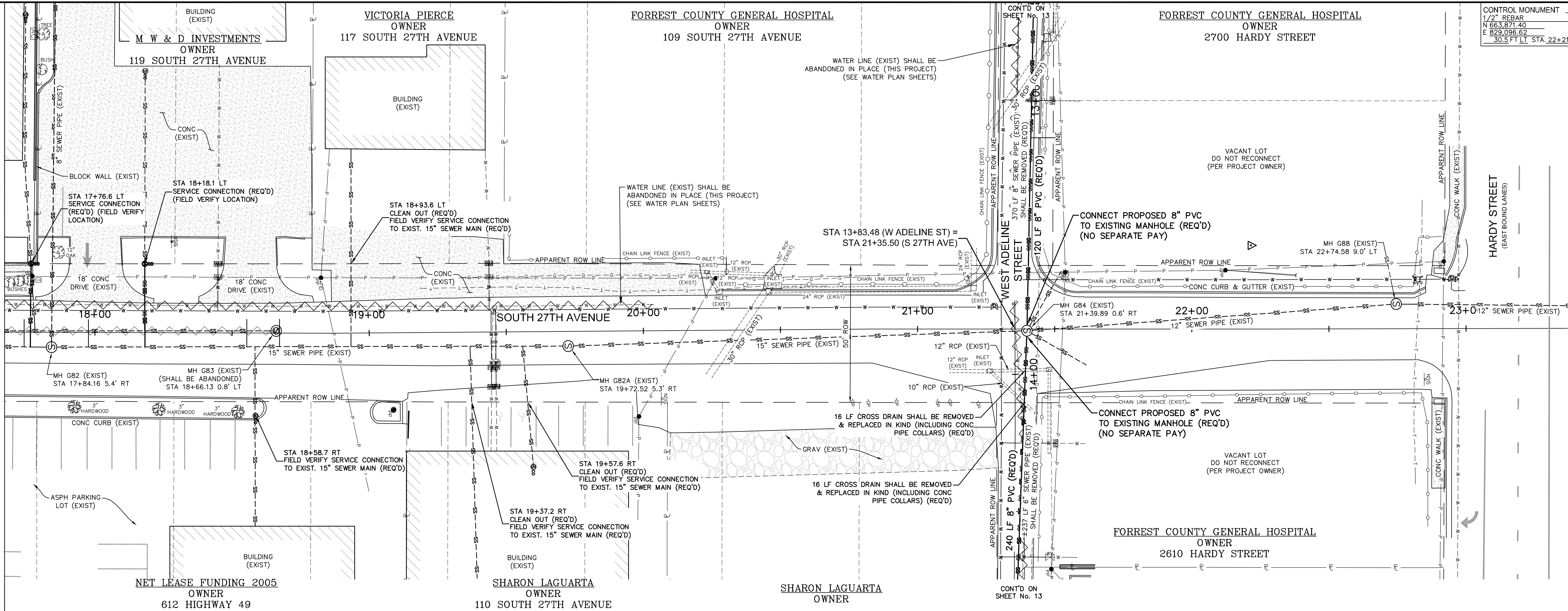


SOUTH 27TH AVENUE STA 11+40 - STA 18+00

MIDTOWN INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

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			DATE: 03-04-2022		WORKING No. <u>PnPB</u>
			CHECKED BY: SEM		SHEET No. <u>16</u>
DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V		

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SOUTH 27TH AVENUE STA 17+80 - STA 24+00

MIDTOWN INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

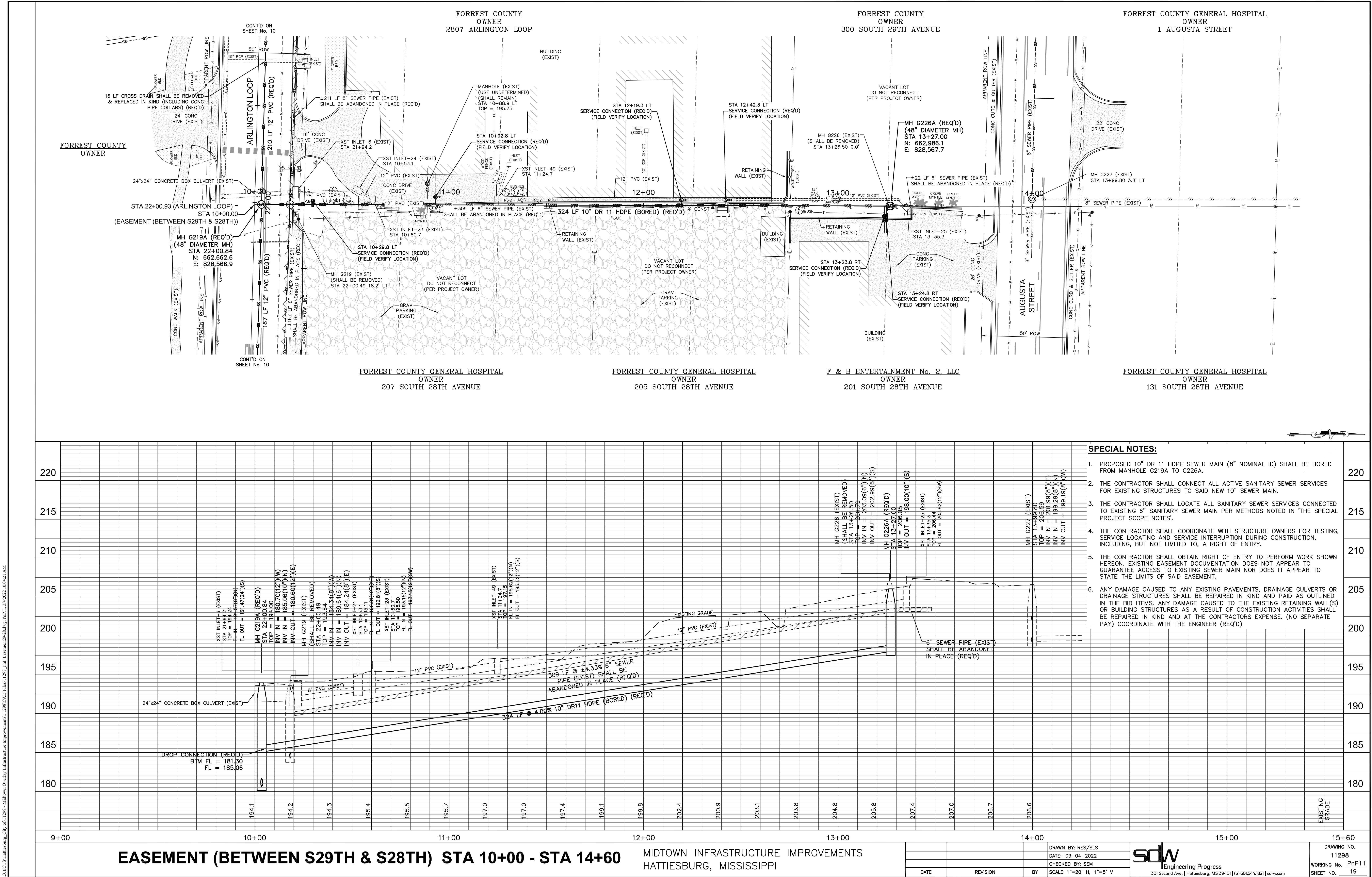
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DRAWING NO. 11298
WORKING No. PnP9
SHEET NO. 17

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CONTROL MONUMENT 3
1/2" IRON PIN W/ CAP
N 662.663.48
E 827.857.64
40.6 FT RT STA 10+35.43

BENCH MARK ELEVATION 193.08
1/2" IRON PIN W/ CAP
40.6 FT RT STA 10+35.43

16 LF CROSS DRAIN SHALL BE REMOVED
& REPLACED IN KIND (INCLUDING CONC
PIPE COLLARS) (REQ'D)

MH G222A (REQ'D)
(60" DIAMETER MH)
STA 14+50.82 0.2' RT
N: 662,678.2
E: 827,817.0

MH G222 (EXIST)
(SHALL BE REMOVED)
STA 14+50.40 0.2' RT

16 LF CROSS DRAIN SHALL BE REMOVED
& REPLACED IN KIND (INCLUDING CONC
PIPE COLLARS) (REQ'D)

310 LF 12" PVC (REQ'D)

CONT'D ON
SHEET No. 9

HATTIESBURG CLINIC
PROFESSIONAL ASSOCIATION
OWNER
415 SOUTH 28TH AVENUE

MARY BARNETT
OWNER
3001 ARLINGTON LOOP

LADRE, LLC
OWNER
309 SOUTH
30TH AVENUE

LADRE, LLC
OWNER
309 SOUTH
30TH AVENUE

LADRE, LLC
OWNER
301 SOUTH 30TH AVENUE

MIDTOWN MONTEVISTA, LLC
OWNER
209 SOUTH 30TH AVENUE

HUB CITY DEVELOPMENT
OWNER
304 SOUTH 30TH AVENUE

SHUTTLE, LLC
OWNER
214 SOUTH
30TH AVENUE

HUB DEVELOPMENT, LLC
OWNER
212 SOUTH 30TH AVENUE

HUB DEVELOPMENT, LLC
OWNER
208 SOUTH
30TH AVENUE

HUB DEVELOPMENT, LLC
OWNER
208 SOUTH
30TH AVENUE

SPECIAL NOTES:

1. THE CONTRACTOR SHALL CONNECT ALL ACTIVE SANITARY SEWER SERVICES FOR EXISTING STRUCTURES TO NEW SEWER MAIN.
2. THE CONTRACTOR SHALL COORDINATE WITH STRUCTURE OWNERS FOR TESTING, SERVICE LOCATING AND SERVICE INTERRUPTION DURING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF ENTRY.
3. THE CONTRACTOR SHALL OBTAIN RIGHT OF ENTRY TO PERFORM WORK SHOWN HEREON.
4. ANY DAMAGE CAUSED TO ANY EXISTING PAVEMENTS, FENCES, LANDSCAPING, DRAINAGE CULVERTS OR DRAINAGE STRUCTURES SHALL BE REPAIRED IN KIND AND PAID AS OUTLINED IN THE BID ITEMS. ANY DAMAGE CAUSED TO THE EXISTING BUILDING STRUCTURES AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IN KIND AND AT THE CONTRACTORS EXPENSE. (NO SEPARATE PAY) COORDINATE WITH THE ENGINEER (REQ'D)

SPECIAL SERVICE NOTE:

ENGINEER IS UNABLE TO DETERMINE SEWER SERVICE LOCATION. CONTRACTOR SHALL INVESTIGATE SEWER SERVICE AND SHALL CONNECT TO NEW SEWER MAIN PER DETAILS. PROPOSED SERVICE LOCATION MAY NEED TO BE ADJUSTED. CONTRACTOR SHALL COORDINATE WITH ENGINEER & LAND OWNER PRIOR TO CONSTRUCTION.

MH G222 (EXIST)
(SHALL BE REMOVED)
STA 14+50.40
TOP = 193.87
INV IN = 189.17(6") (W)
INV OUT = 189.07(8") (E)
MH G222A (REQ'D)
STA 14+50.82
TOP = 193.85
INV IN = 185.40(6") (W)
INV IN = 184.32(10") (N)
INV OUT = 184.15(12") (E)

STA 14+58
48" CPP (EXIST)
US FL = 187.70
DS FL = 187.03

8" SEWER PIPE (EXIST)
SHALL BE REMOVED (REQ'D)

395 LF @ 0.50% 10" PVC (REQ'D)

311 LF @ 0.50% 10" PVC (REQ'D)

MH G941C (REQ'D)
STA 14+45.33
TOP = 199.85
INV IN = 186.40(10") (N)
INV OUT = 186.30(10") (S)

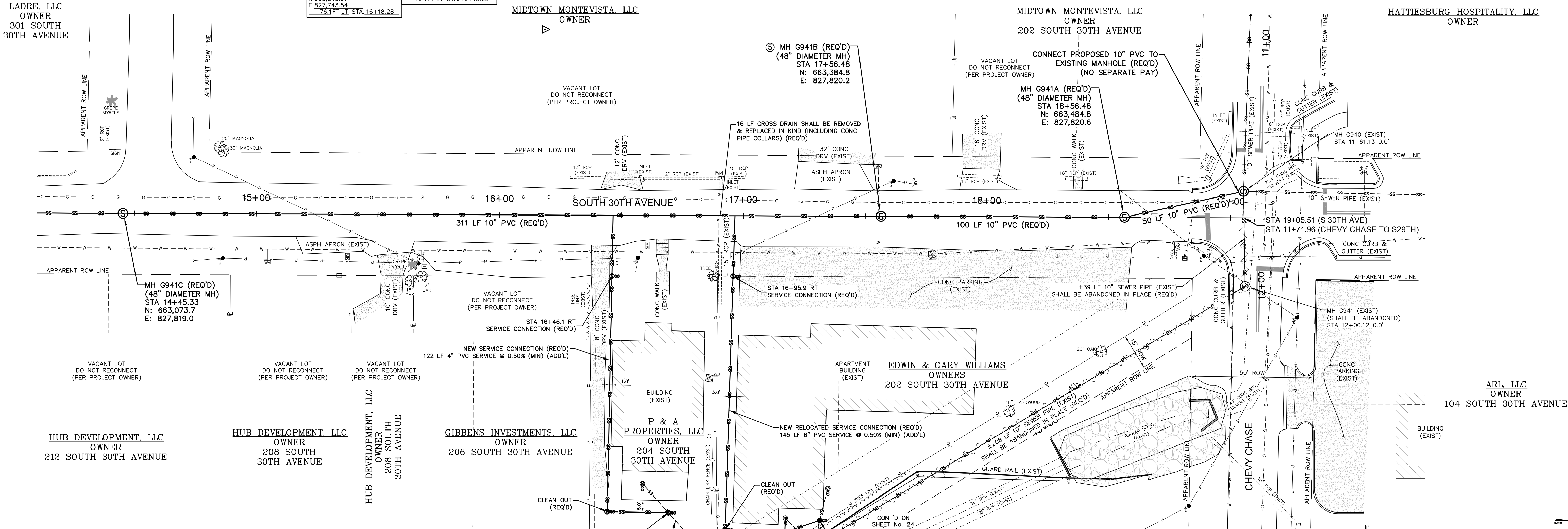
SOUTH 30TH AVENUE STA 10+00 - STA 15+60

MIDTOWN INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

DRAWN BY: RES/SLS		DATE: 03-04-2022		CHECKED BY: SEM		SCALE: 1"=20' H, 1"=5' V		Engineering Progress		301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com		DRAWING NO. 11298		WORKING No. PnP12		SHEET NO. 20	
DATE	REVISION	BY	DATE	REVISION	BY	DATE	REVISION	DATE	REVISION	BY	DATE	REVISION	DATE	REVISION	BY	DATE	REVISION

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CONTROL MONUMENT	4	BENCH MARK ELEVATION	200.47
GUARDED 60d NAIL W/ FLAG		GUARDED 60d NAIL W/ FLAG	
N 663,746.91		N 663,746.91	
E 827,743.54		E 827,743.54	
76.1FT LT STA 16+18.28		76.1FT LT STA 16+18.28	

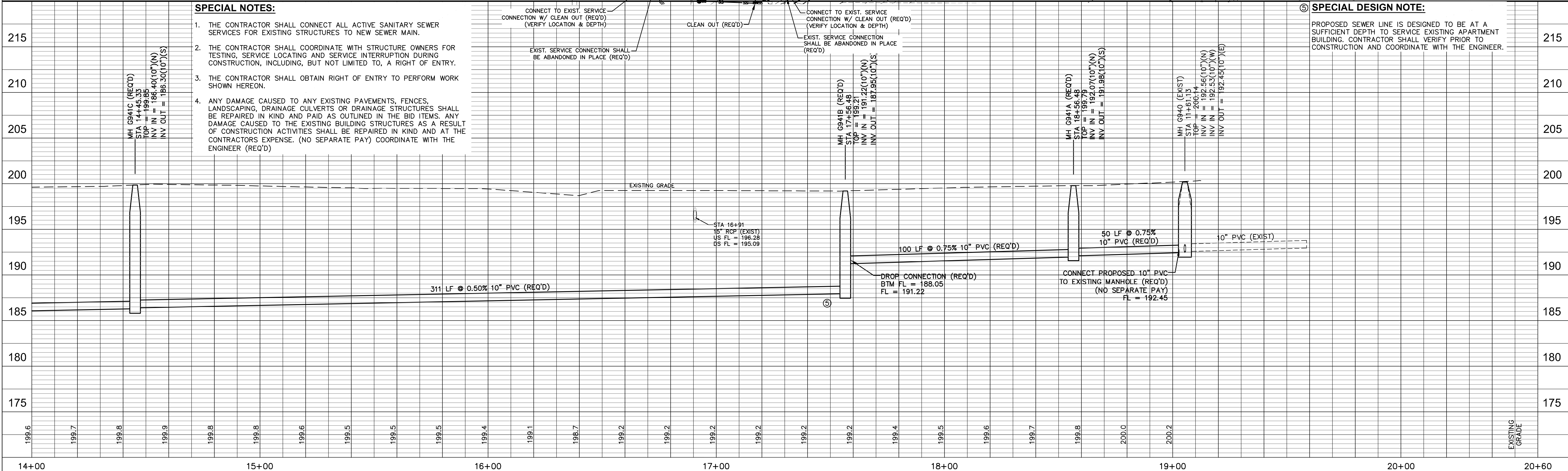


SPECIAL NOTES:

1. THE CONTRACTOR SHALL CONNECT ALL ACTIVE SANITARY SEWER SERVICES FOR EXISTING STRUCTURES TO NEW SEWER MAIN.
2. THE CONTRACTOR SHALL COORDINATE WITH STRUCTURE OWNERS FOR TESTING, SERVICE LOCATING AND SERVICE INTERRUPTION DURING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF ENTRY.
3. THE CONTRACTOR SHALL OBTAIN RIGHT OF ENTRY TO PERFORM WORK SHOWN HEREON.
4. ANY DAMAGE CAUSED TO ANY EXISTING PAVEMENTS, FENCES, LANDSCAPING, DRAINAGE CULVERTS OR DRAINAGE STRUCTURES SHALL BE REPAIRED IN KIND AND PAID AS OUTLINED IN THE BID ITEMS. ANY DAMAGE CAUSED TO THE EXISTING BUILDING STRUCTURES AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IN KIND AND AT THE CONTRACTORS EXPENSE. (NO SEPARATE PAY) COORDINATE WITH THE ENGINEER (REQ'D)

SPECIAL DESIGN NOTE:

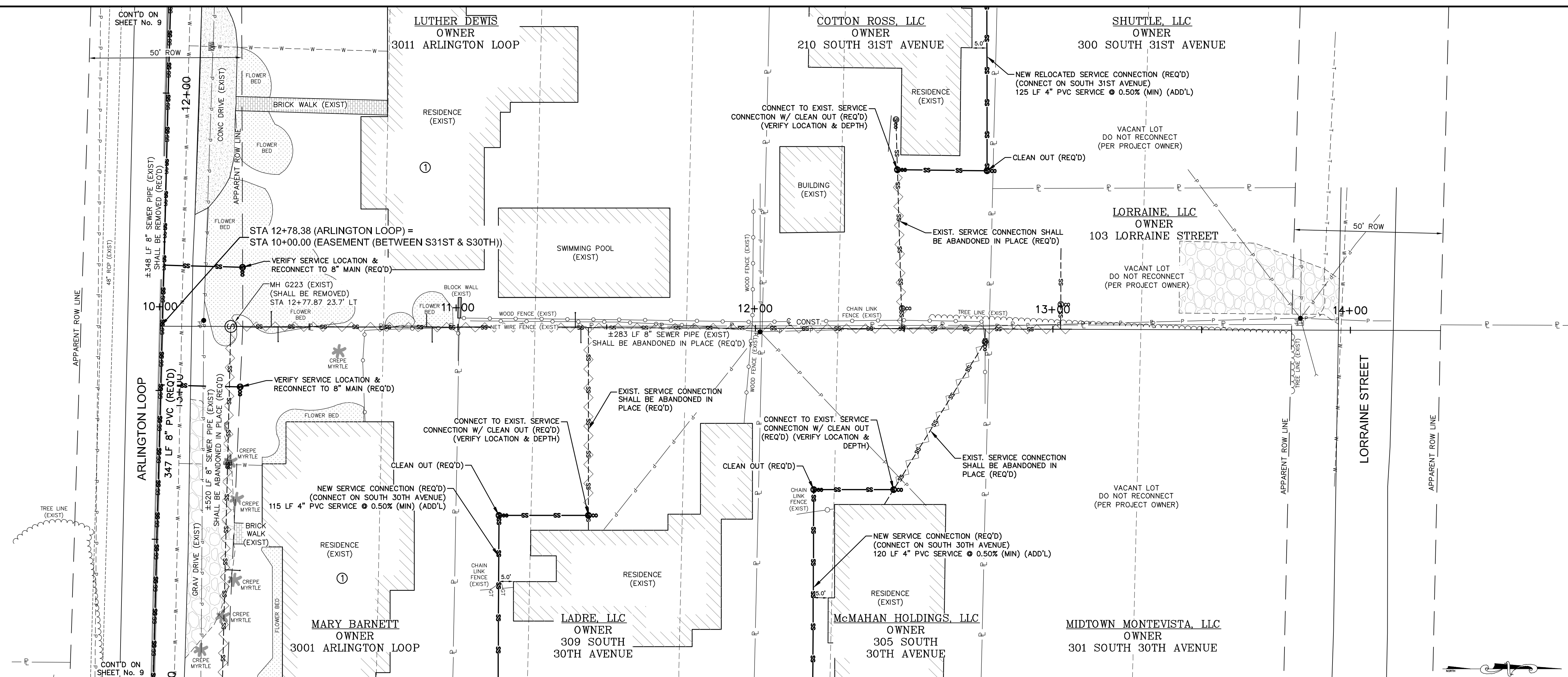
PROPOSED SEWER LINE IS DESIGNED TO BE AT A SUFFICIENT DEPTH TO SERVICE EXISTING APARTMENT BUILDING. CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION AND COORDINATE WITH THE ENGINEER.



SOUTH 30TH AVENUE STA 14+00 - STA 19+60

MIDTOWN INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

			DRAWN BY: RES/SLS	 sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com	DRAWING NO. 11298
			DATE: 03-04-2022		WORKING NO. PnP13
			CHECKED BY: SEM		SHEET NO. <u>21</u>
DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V		

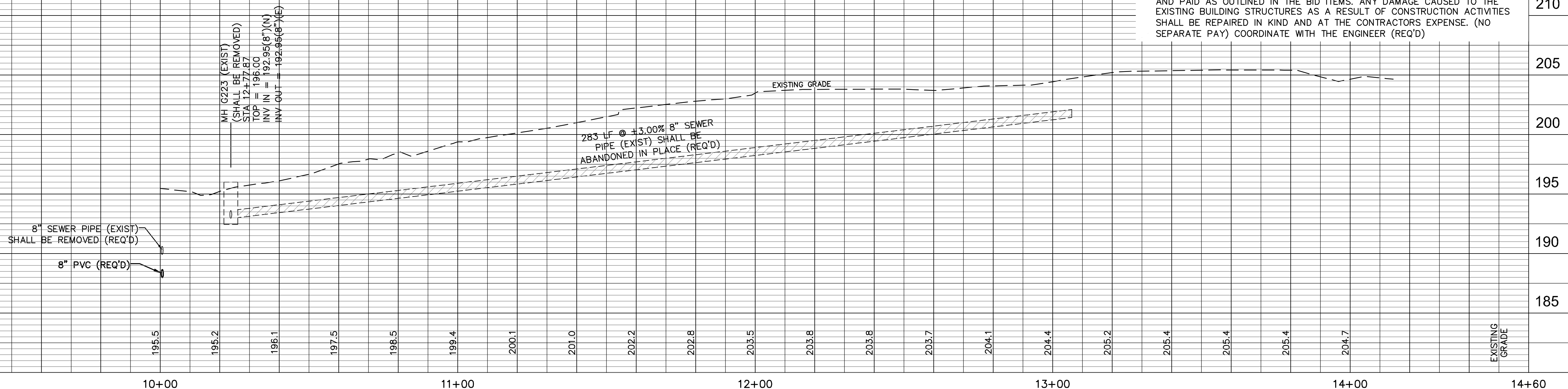


① **SPECIAL SERVICE NOTE:**

ENGINEER IS UNABLE TO DETERMINE SEWER SERVICE LOCATION.
CONTRACTOR SHALL INVESTIGATE SEWER SERVICE AND SHALL
CONNECT TO NEW SEWER MAIN PER DETAILS. PROPOSED SERVICE
LOCATION MAY NEED TO BE ADJUSTED. CONTRACTOR SHALL
COORDINATE WITH ENGINEER & LAND OWNER PRIOR TO CONSTRUCTION.

SPECIAL NOTES:

1. THE CONTRACTOR SHALL CONNECT ALL ACTIVE SANITARY SEWER SERVICES FOR EXISTING STRUCTURES TO ADJACENT PROPOSED SEWER MAINS ON S 31ST AVE, S 30TH AVE & ARLINGTON LOOP.
2. THE CONTRACTOR SHALL LOCATE ALL SANITARY SEWER SERVICES CONNECTED TO EXISTING 6" SANITARY SEWER MAIN PER METHODS NOTED IN 'THE SPECIAL PROJECT SCOPE NOTES'.
3. THE CONTRACTOR SHALL COORDINATE WITH STRUCTURE OWNERS FOR TESTING, SERVICE LOCATING AND SERVICE INTERRUPTION DURING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF ENTRY.
4. THE CONTRACTOR SHALL OBTAIN RIGHT OF ENTRY TO PERFORM WORK SHOWN ON THE EXISTING EASEMENT DOCUMENTATION. DOES NOT APPEAR TO GUARANTEE ACCESS TO EXISTING SEWER MAIN NOR DOES IT APPEAR TO STATE THE LIMITS OF SAID EASEMENT.
5. ANY DAMAGE CAUSED TO ANY EXISTING PAVEMENTS, FENCES, LANDSCAPING DRAINAGE CULVERTS OR DRAINAGE STRUCTURES SHALL BE REPAIRED IN KIND AND PAID AS OUTLINED IN THE BID ITEMS. ANY DAMAGE CAUSED TO THE EXISTING BUILDING STRUCTURES AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IN KIND AND AT THE CONTRACTORS EXPENSE. (NO SEPARATE PAY) COORDINATE WITH THE ENGINEER (REQ'D)

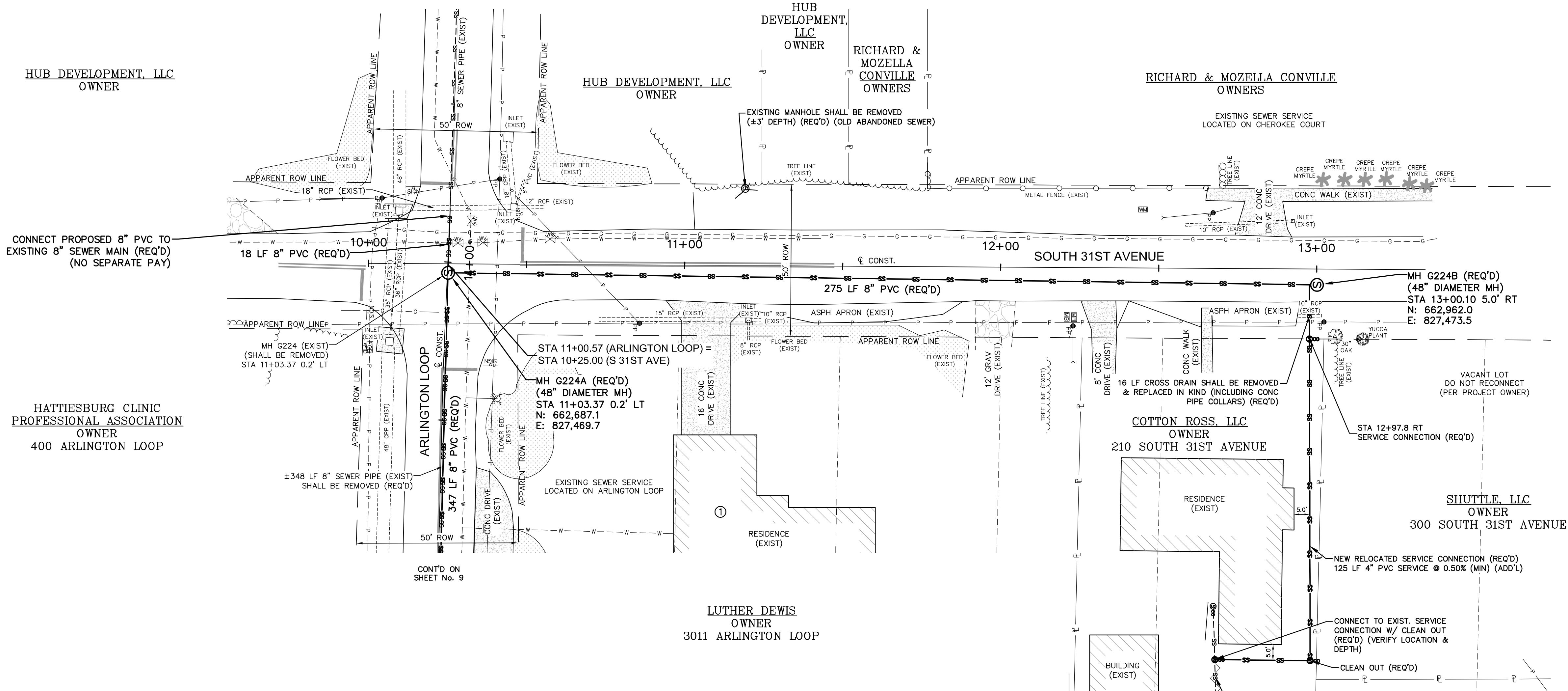


EASEMENT (BETWEEN S31TH & S30TH) STA 10+00 - STA 14+60

MIDTOWN INFRASTRUCTURE IMPROVEMENTS

HATTIESBURG, MISSISSIPPI

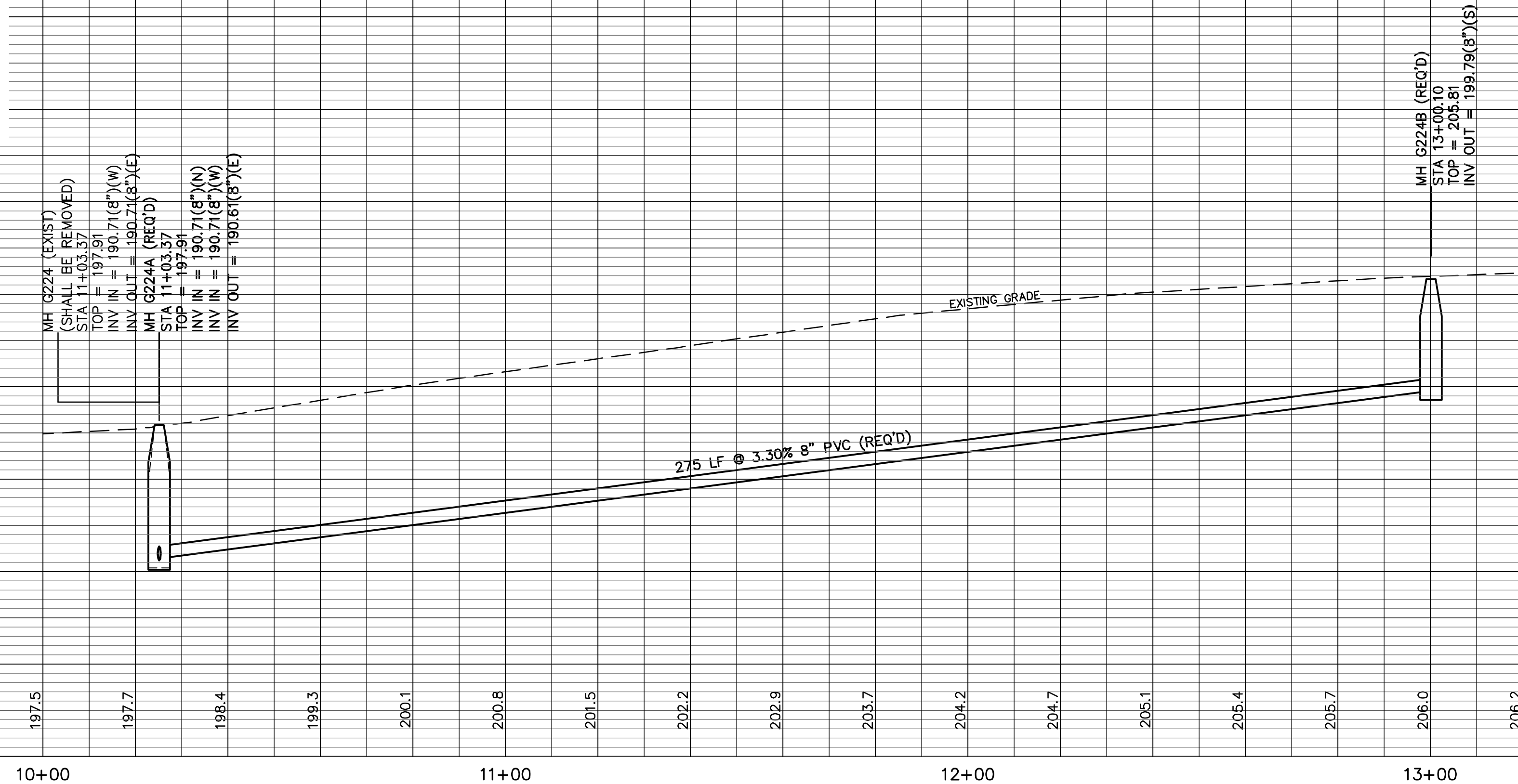
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			DATE: 03-04-2022		11298
			CHECKED BY: SEM		WORKING NO. PnP14
DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V		SHEET NO. 22



- SPECIAL NOTES:**
1. THE CONTRACTOR SHALL CONNECT ALL ACTIVE SANITARY SEWER SERVICES FOR EXISTING STRUCTURES TO NEW SEWER MAIN.
 2. THE CONTRACTOR SHALL COORDINATE WITH STRUCTURE OWNERS FOR TESTING, SERVICE LOCATING AND SERVICE INTERRUPTION DURING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF ENTRY.
 3. THE CONTRACTOR SHALL OBTAIN RIGHT OF ENTRY TO PERFORM WORK SHOWN HEREON.
 4. ANY DAMAGE CAUSED TO ANY EXISTING PAVEMENTS, FENCES, LANDSCAPING, DRAINAGE CULVERTS OR DRAINAGE STRUCTURES SHALL BE REPAIRED IN KIND AND PAID AS OUTLINED IN THE BID ITEMS. ANY DAMAGE CAUSED TO THE EXISTING BUILDING STRUCTURES AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IN KIND AND AT THE CONTRACTORS EXPENSE. (NO SEPARATE PAY) COORDINATE WITH THE ENGINEER (REQ'D)

SPECIAL SERVICE NOTE:

ENGINEER IS UNABLE TO DETERMINE SEWER SERVICE LOCATION. CONTRACTOR SHALL INVESTIGATE SEWER SERVICE AND SHALL CONNECT TO NEW SEWER MAIN PER DETAILS. PROPOSED SERVICE LOCATION MAY NEED TO BE ADJUSTED. CONTRACTOR SHALL COORDINATE WITH ENGINEER & LAND OWNER PRIOR TO CONSTRUCTION.



SOUTH 31ST AVENUE STA 10+00 - STA 14+00

MIDTOWN INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

sdw

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DATE: 03-04-2022

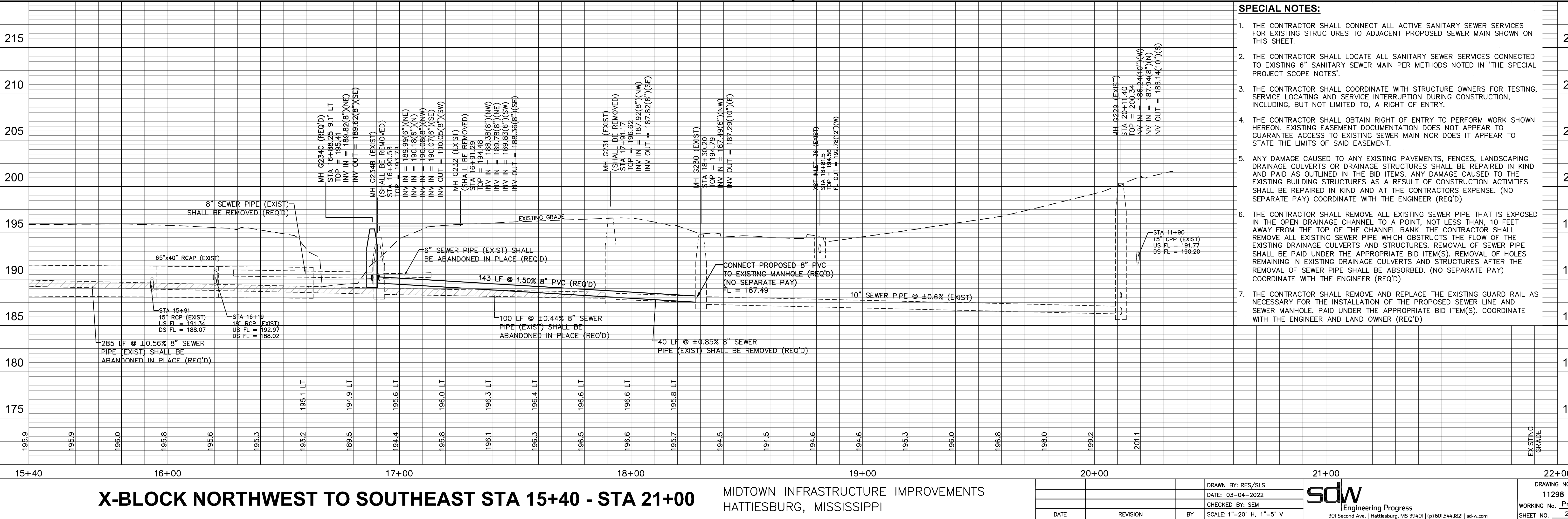
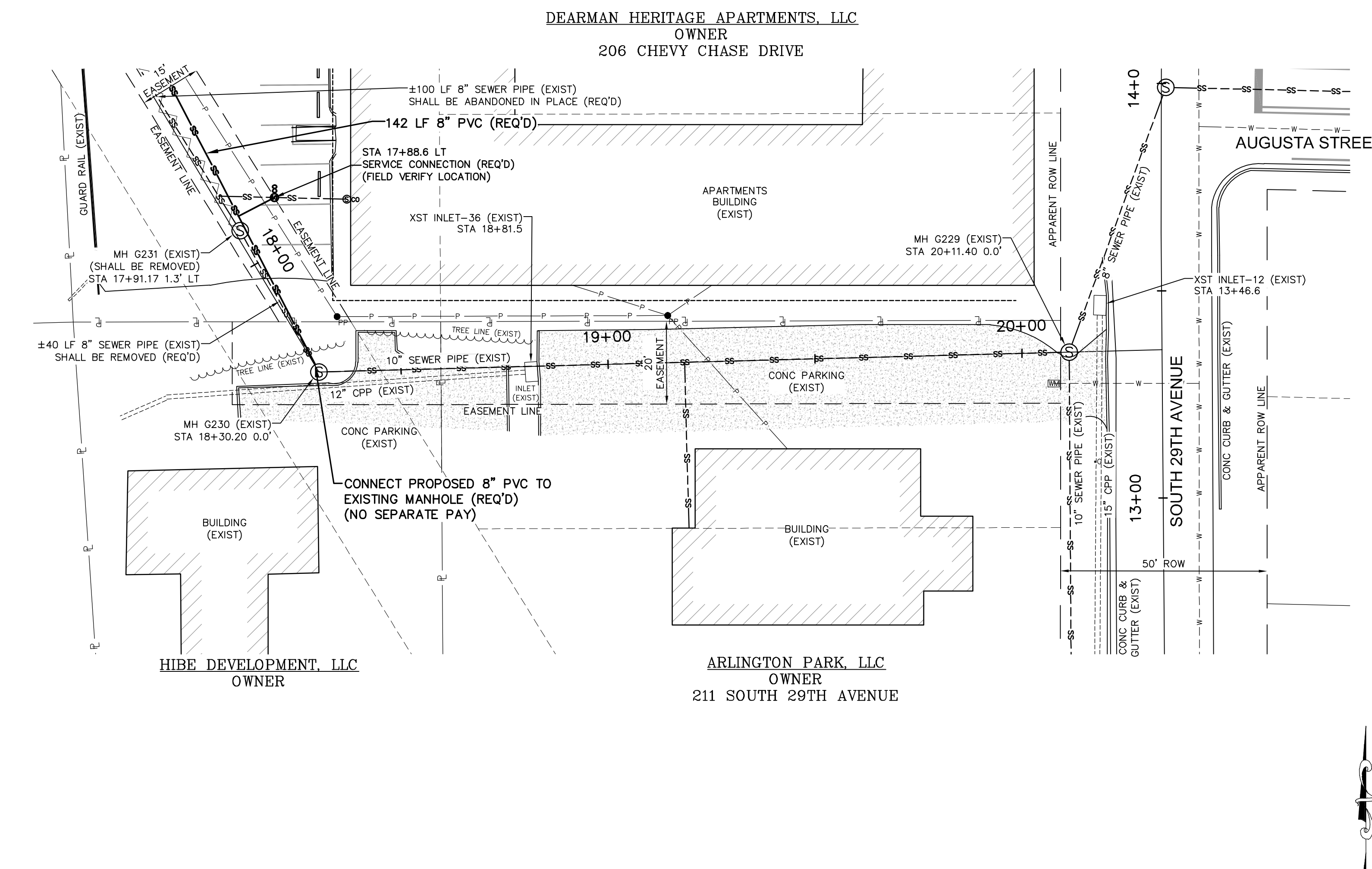
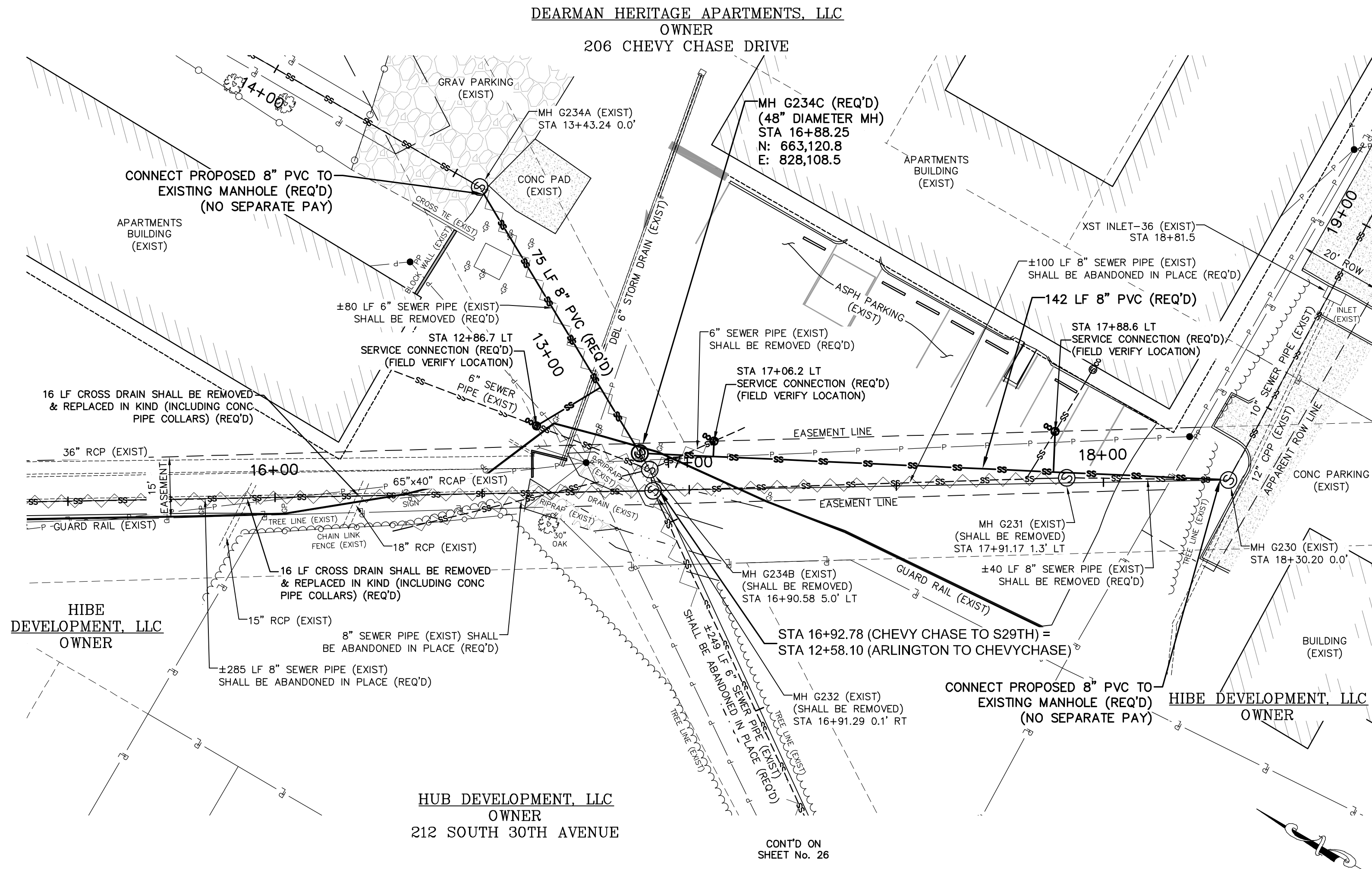
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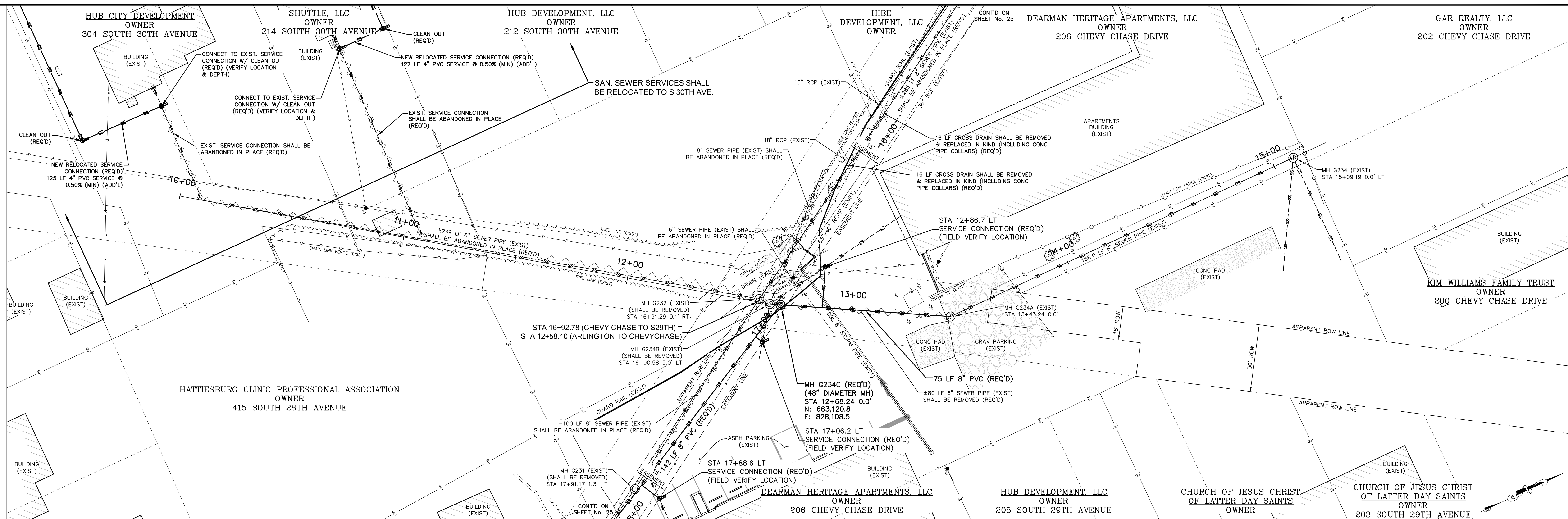
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DRAWING NO. 11298

WORKING No. Pn15

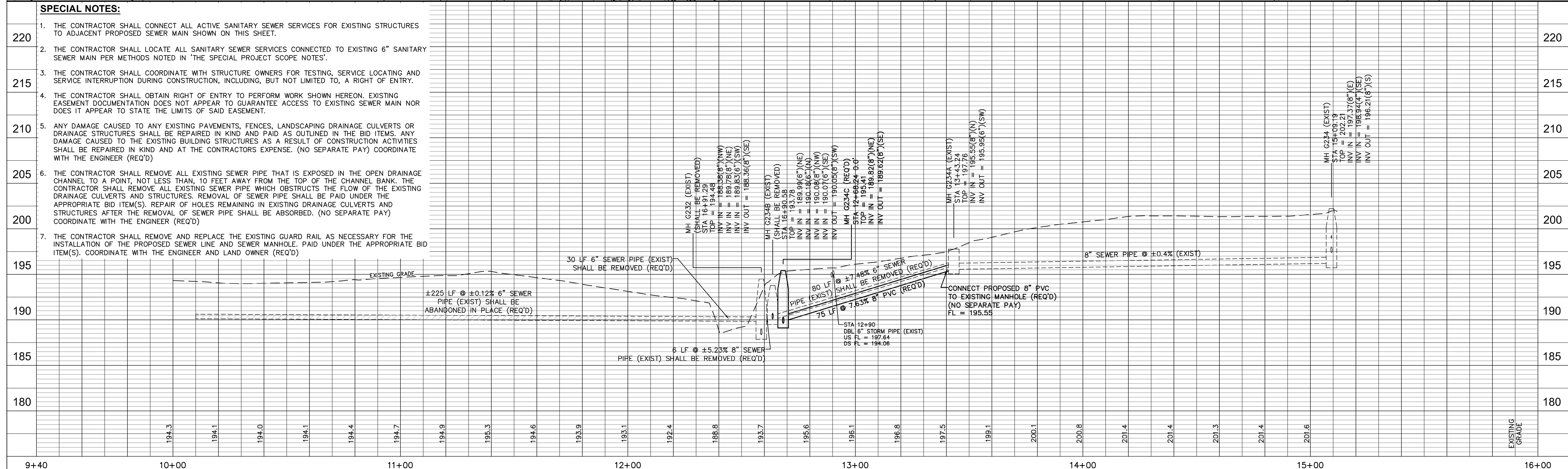
SHEET NO. 23





SPECIAL NOTES:

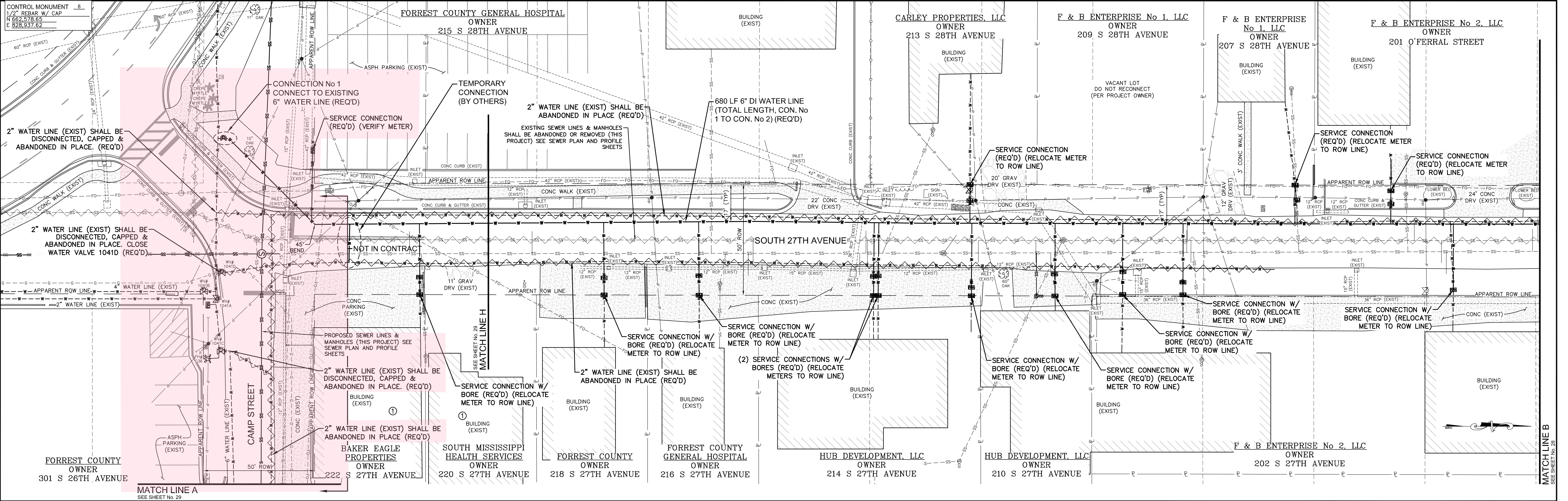
1. THE CONTRACTOR SHALL CONNECT ALL EXISTING SANITARY SEWER SERVICES FOR EXISTING STRUCTURES TO ADJACENT PROPOSED SEWER MAIN SHOWN ON THIS SHEET.
2. THE CONTRACTOR SHALL LOCATE ALL SANITARY SEWER SERVICES CONNECTED TO EXISTING 6" SANITARY SEWER MAIN PER METHODS NOTED IN 'THE SPECIAL PROJECT SCOPE NOTES'.
3. THE CONTRACTOR SHALL COORDINATE WITH STRUCTURE OWNERS FOR TESTING, SERVICE LOCATING AND SERVICE INTERRUPTION DURING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF ENTRY.
4. THE CONTRACTOR SHALL OBTAIN RIGHT OF ENTRY TO PERFORM WORK SHOWN HEREON. EXISTING EASEMENT DOCUMENTATION DOES NOT APPEAR TO GUARANTEE ACCESS TO EXISTING SEWER MAIN NOR DOES IT APPEAR TO STATE THE LIMITS OF SAID EASEMENT.
5. ANY DAMAGE CAUSED TO ANY EXISTING PAVEMENTS, FENCES, LANDSCAPING DRAINAGE CULVERTS OR DRAINAGE STRUCTURES SHALL BE REPAIRED IN KIND AND PAID AS OUTLINED IN THE BID ITEMS. ANY DAMAGE CAUSED TO THE EXISTING BUILDING STRUCTURES AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IN KIND AND AT THE CONTRACTORS EXPENSE. (NO SEPARATE PAY) COORDINATE WITH THE ENGINEER (REQ'D)
6. THE CONTRACTOR SHALL REMOVE ALL EXISTING SEWER PIPE THAT IS EXPOSED IN THE OPEN DRAINAGE CHANNEL TO A POINT, NOT LESS THAN, 10 FEET AWAY FROM THE TOP OF THE CHANNEL BANK. THE CONTRACTOR SHALL REMOVE ALL EXISTING SEWER PIPE WHICH OBSTRUCTS THE FLOW OF THE EXISTING DRAINAGE CULVERTS AND STRUCTURES. REMOVAL OF SEWER PIPE SHALL BE PAID UNDER THE APPROPRIATE BID ITEM(S). REPAIR OF HOLES REMAINING IN EXISTING DRAINAGE CULVERTS AND STRUCTURES AFTER THE REMOVAL OF SEWER PIPE SHALL BE ABSORBED. (NO SEPARATE PAY) COORDINATE WITH THE ENGINEER (REQ'D)
7. THE CONTRACTOR SHALL REMOVE AND REPLACE THE EXISTING GUARD RAIL AS NECESSARY FOR THE INSTALLATION OF THE PROPOSED SEWER LINE AND SEWER MANHOLE. PAID UNDER THE APPROPRIATE BID ITEM(S). COORDINATE WITH THE ENGINEER AND LAND OWNER (REQ'D)



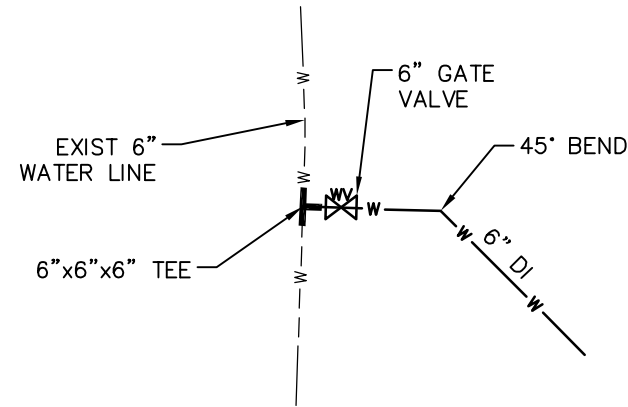
X-BLOCK SOUTHWEST TO NORTHEAST STA 10+00 - STA 16+00

MIDTOWN INFRASTRUCTURE IMPROVEMENTS HATTIESBURG, MISSISSIPPI

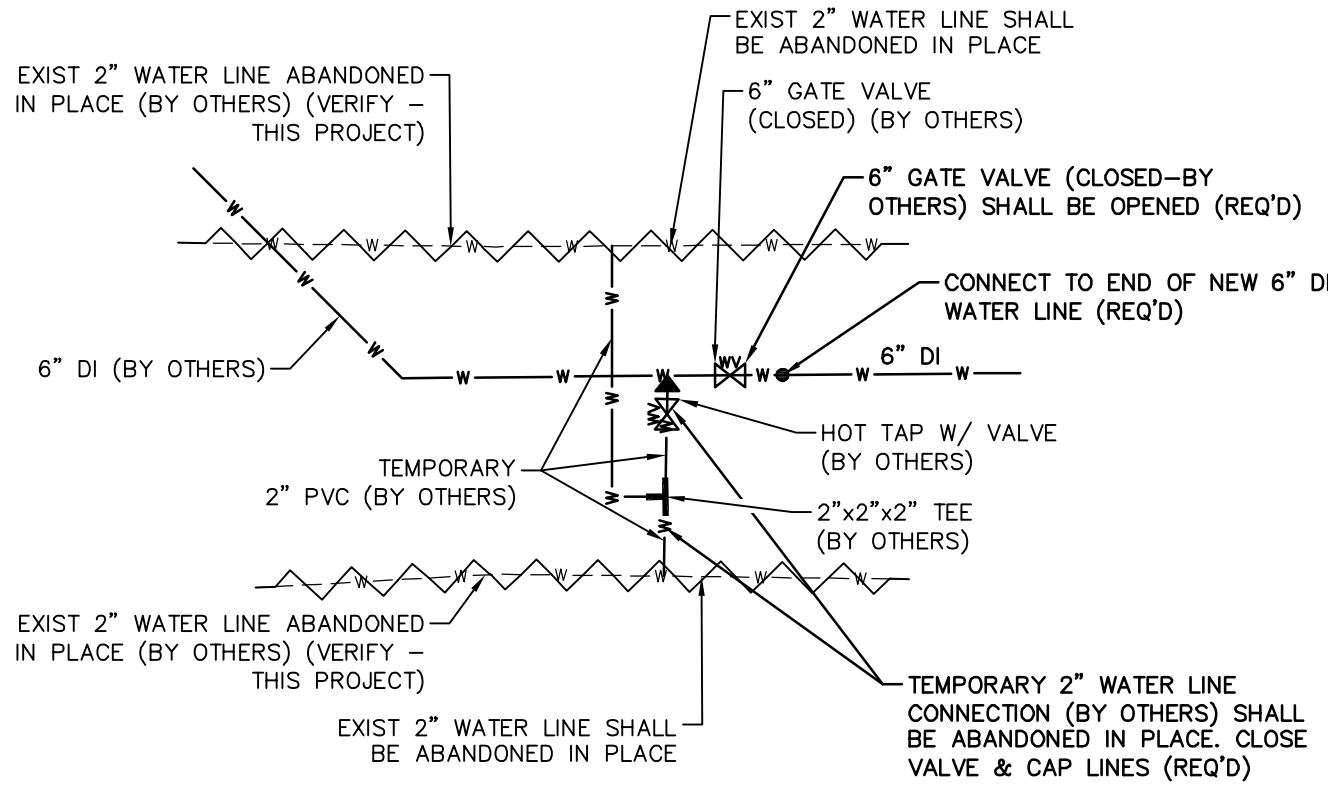
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			DATE: 03-04-2022		11298
			CHECKED BY: SEM		WORKING NO. <u>PnP18</u>
DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V		SHEET NO. 26



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CONNECTION No 1 DETAIL
NOT TO SCALE

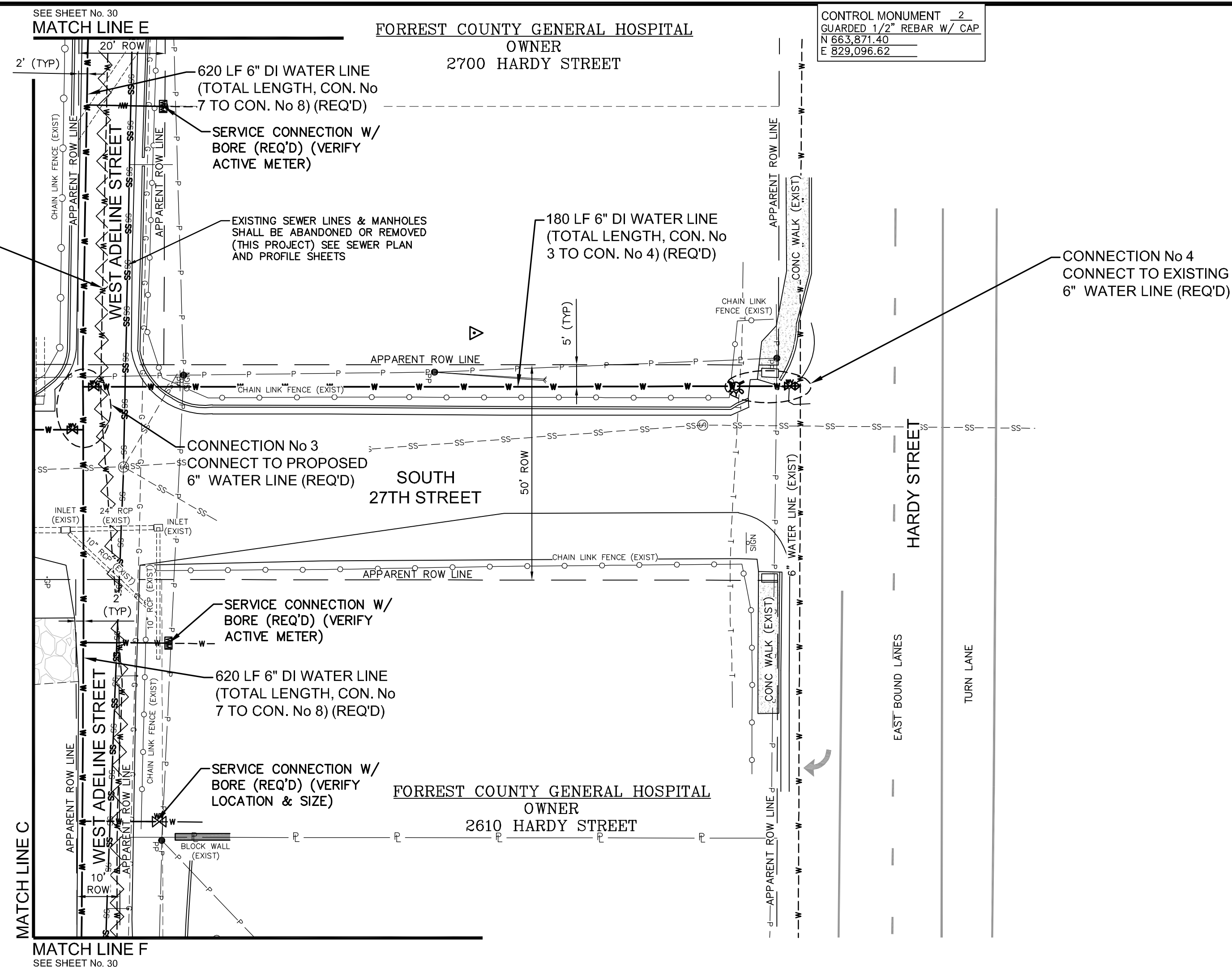
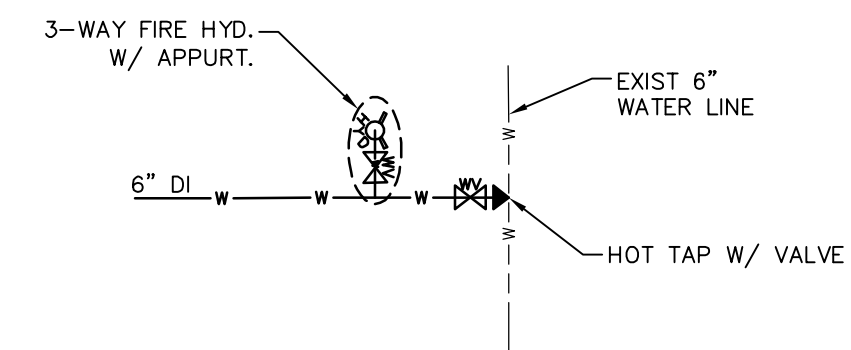
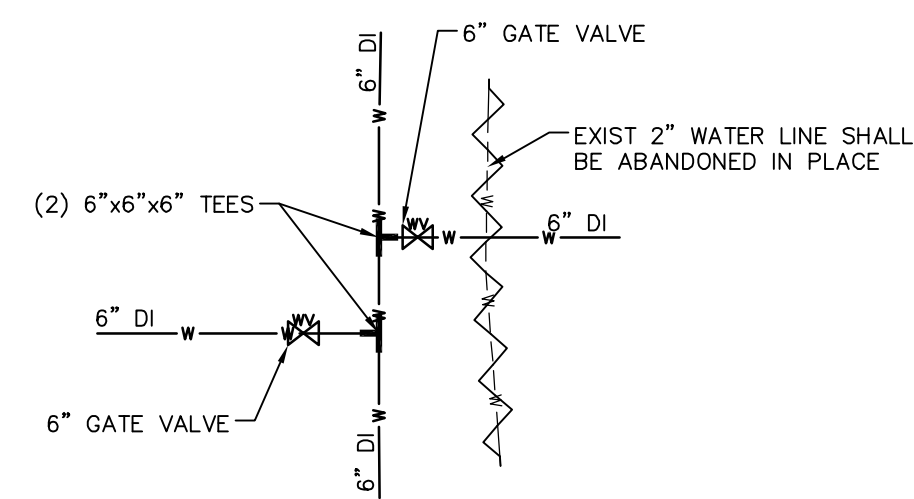
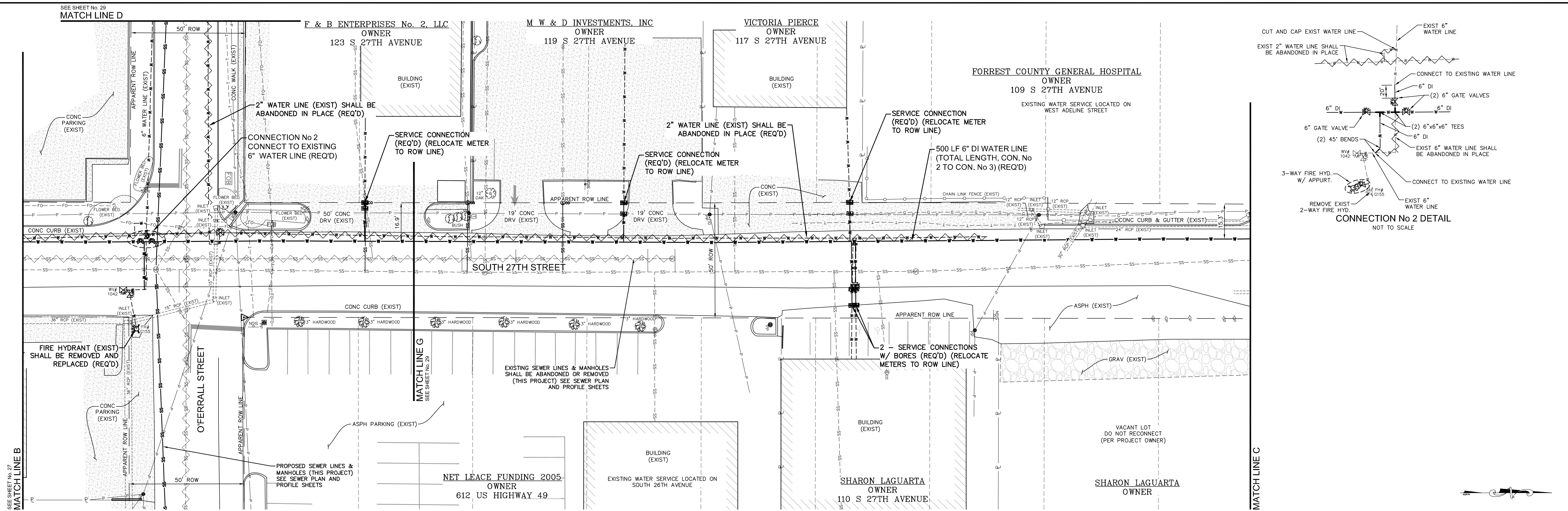


TEMPORARY CONNECTION DETAIL
NOT TO SCALE

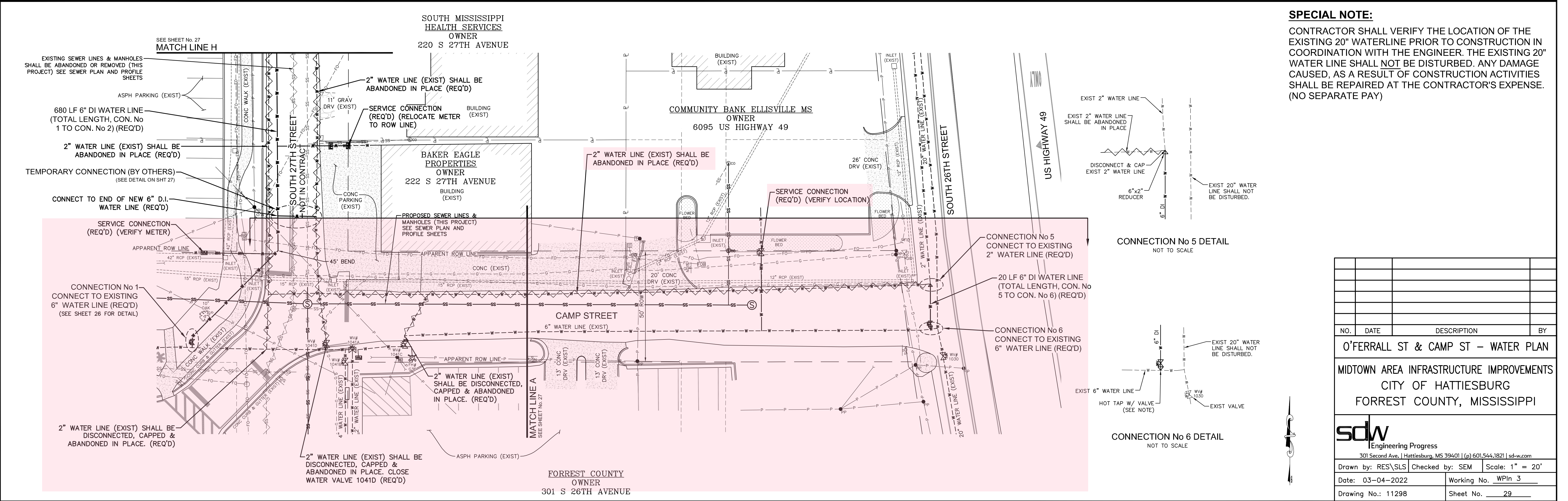
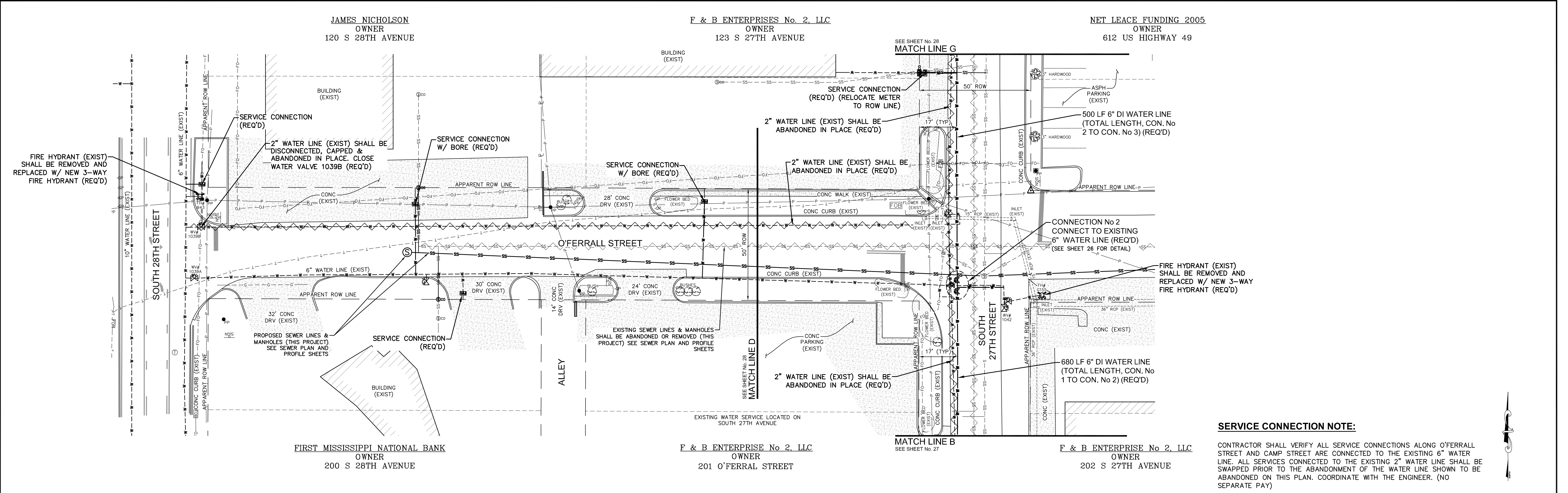
① **SERVICE CONNECTION NOTE:**

CONTRACTOR SHALL LOCATE EXISTING WATER SERVICE(S) PRIOR TO CONSTRUCTION & CONNECT TO NEW WATER LINE (REQ'D)

NO.	DATE	DESCRIPTION	BY
S 27TH AVE – WATER PLAN			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS	Checked by: SEM	Scale: 1" = 20'	
Date: 03-04-2022	Working No. WPIn 1		
Drawing No.: 11298	Sheet No. 27		

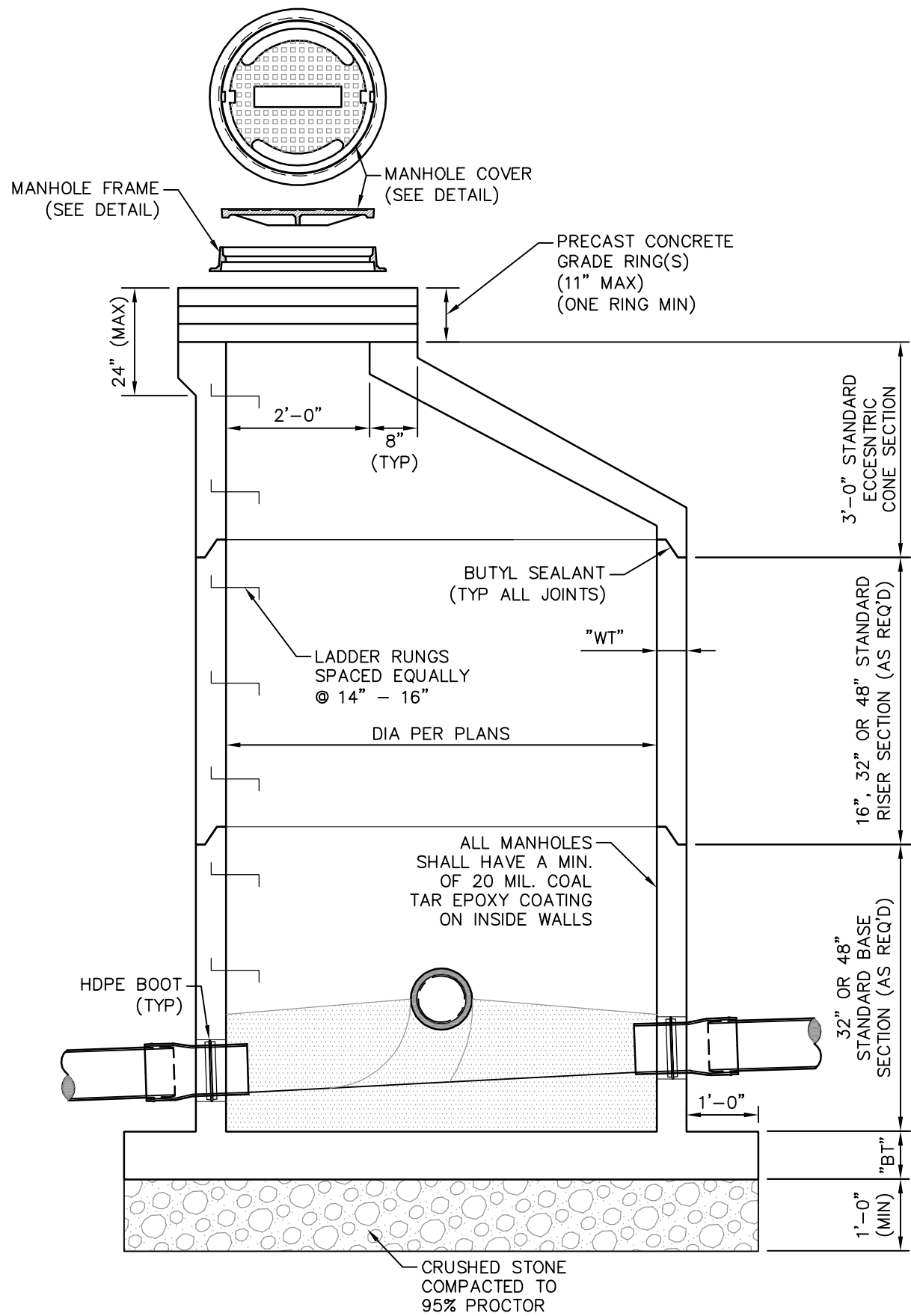
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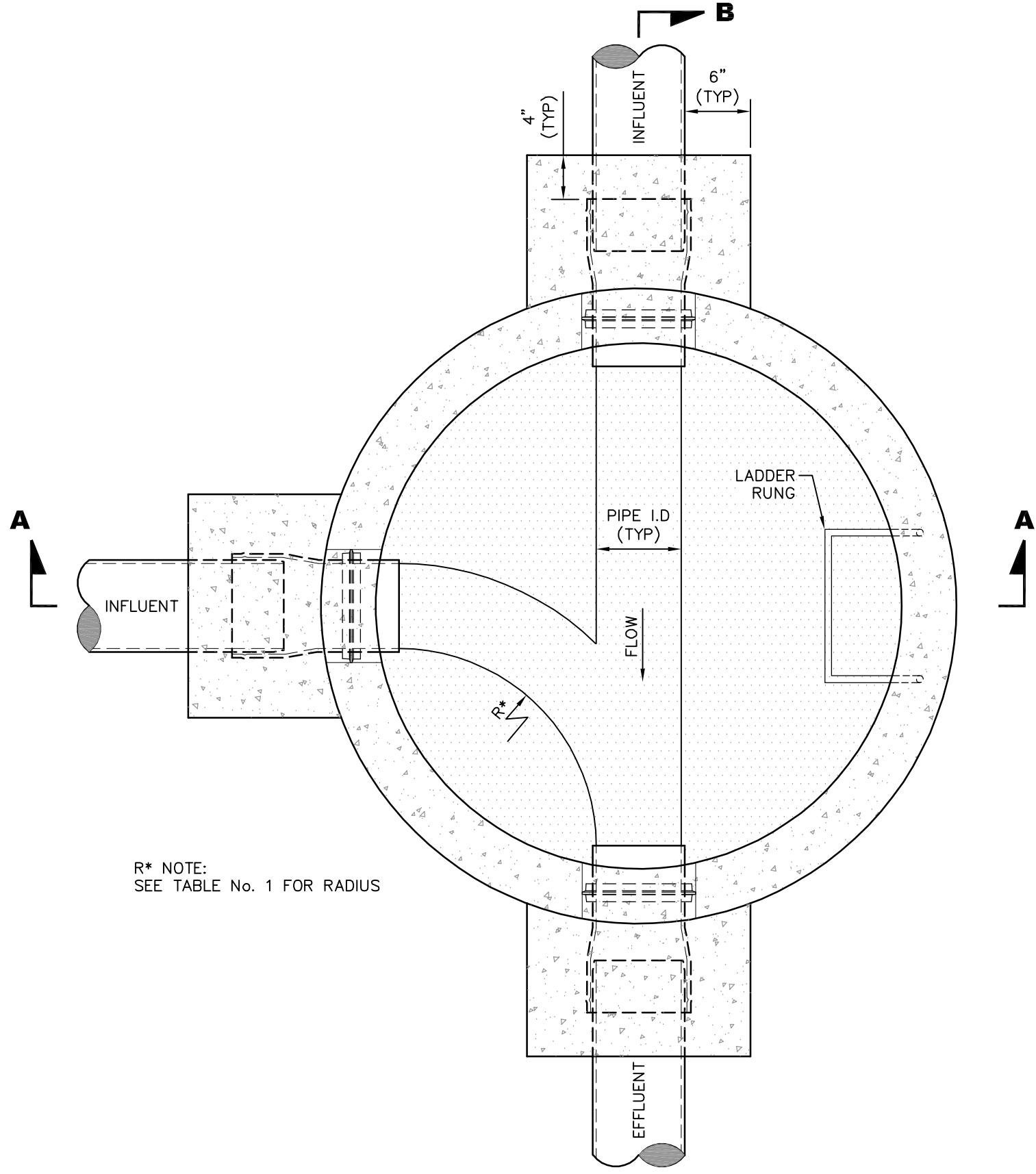


NO.	DATE	DESCRIPTION	BY
O'FERRALL ST & CAMP ST - WATER PLAN			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by:	RES\SLS	Checked by:	SEM
Date:	03-04-2022	Working No.	WP1n 3
Drawing No.:	11298	Sheet No.	29

CONCRETE WALL THICKNESS TABLE		
MANHOLE DIA (INCHES)	(WT) MINIMUM WALL THICKNESS (INCHES)	(BT) MINIMUM BASE THICKNESS (INCHES)
48	5	6
60	6	8
72	7	8
96	8	8



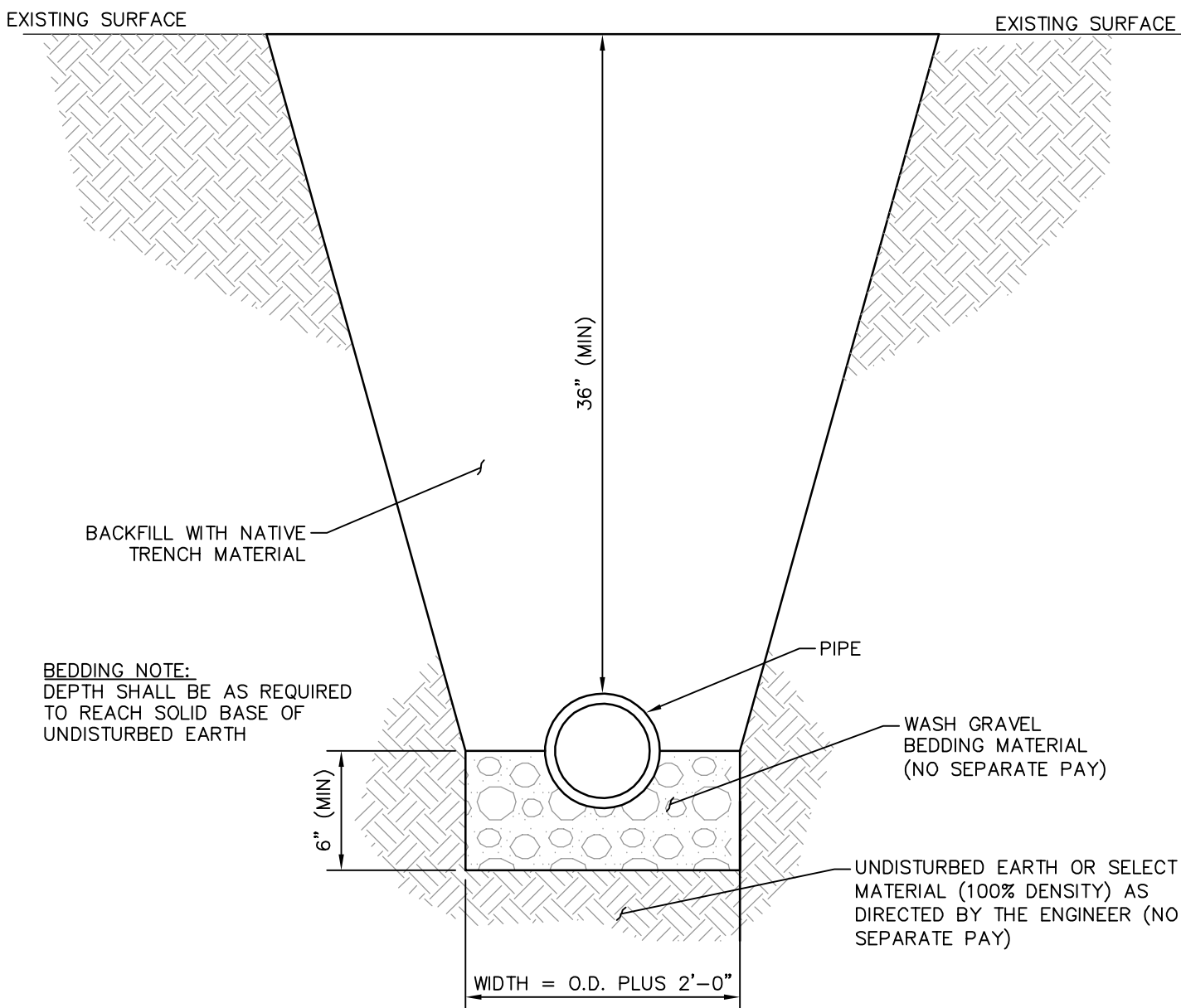
TYPICAL MANHOLE SECTION



STANDARD PRECAST CONCRETE MANHOLE - PLAN VIEW

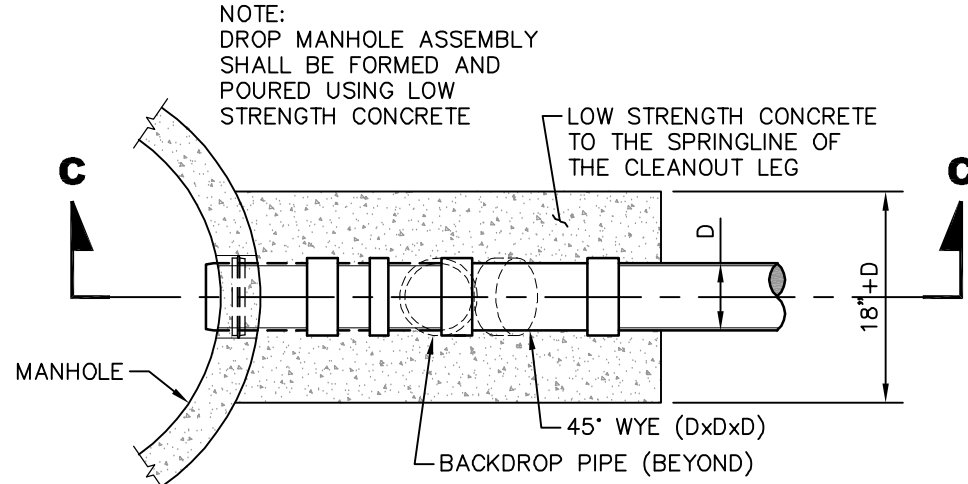
SHOWN WITH 48" Ø MANHOLE, LARGER DIAMETER MANHOLES MAY BE SIMILAR DESIGN, IF APPROVED BY THE ENGINEER. SHOWN WITH PVC PIPE.

TABLE NO. 1 GOVERNING DIMENSIONS FOR MANHOLES			
PIPE SIZE	ANGLE	MIN. BASE Ø	"R"*
8" - 12"	0° - 90°	48"	18"
15"	0° - 60°	60"	22"
15"	60° - 90°	60"	22"
18"	0° - 90°	60"	27"
18"	60° - 90°	60"	22"
21"	0° - 90°	60"	31"
21"	60° - 90°	60"	28"
24"	0° - 45°	72"	36"
24"	45° - 90°	72"	27"
30"	0° - 60°	72"	45"
30"	60° - 90°	72"	32"
36"	0° - 30°	84"	54"

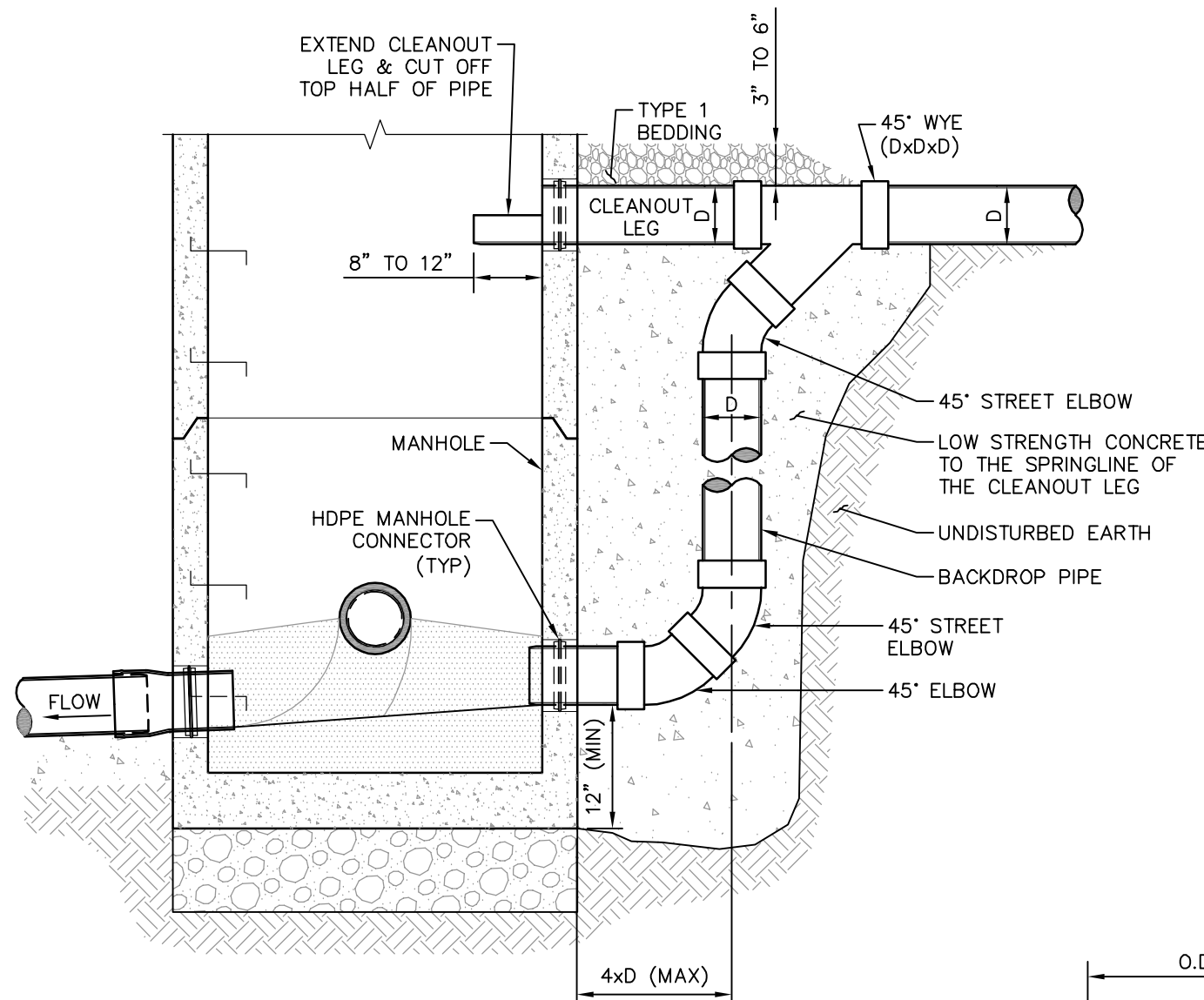


TYPICAL TRENCH IN NON-PAVED AREAS DETAIL

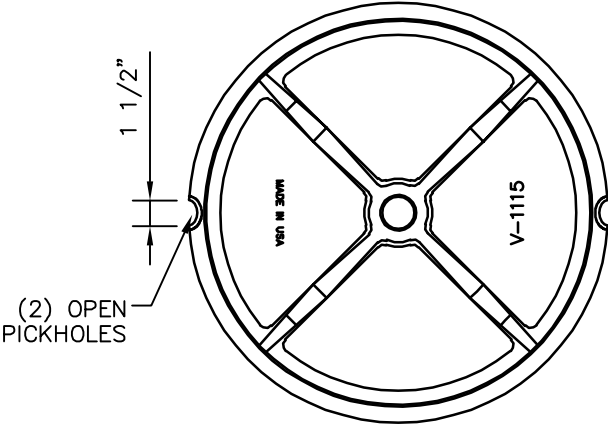
NOTE: TRENCH WIDTHS SHALL BE MINIMIZED BY THE CONTRACTOR TO ONLY NECESSARY FOR CONSTRUCTION AS DETERMINED BY THE ENGINEER.



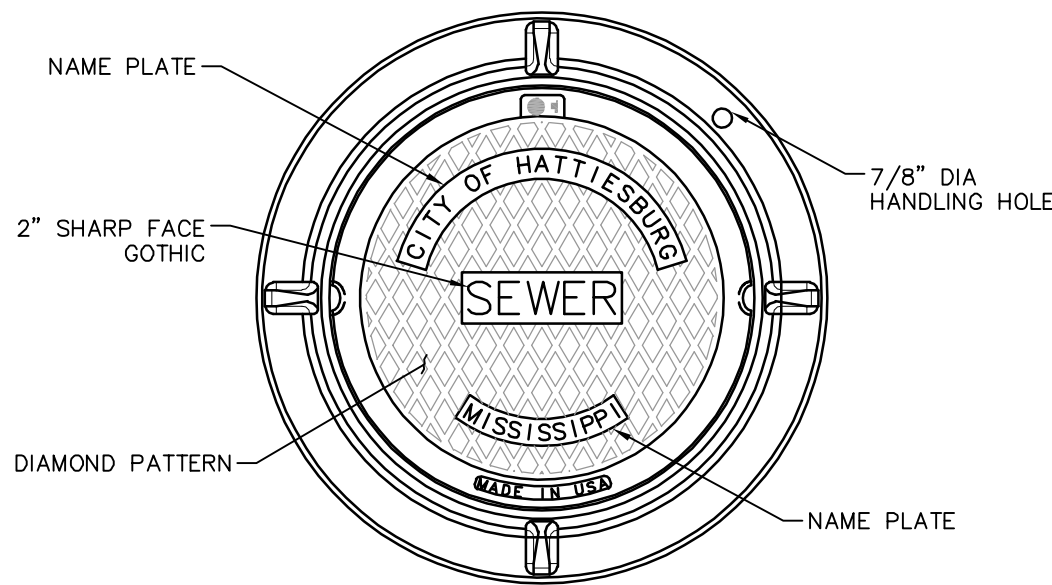
EXTERIOR DROP CLEANOUT MANHOLE ASSEMBLY - PLAN VIEW



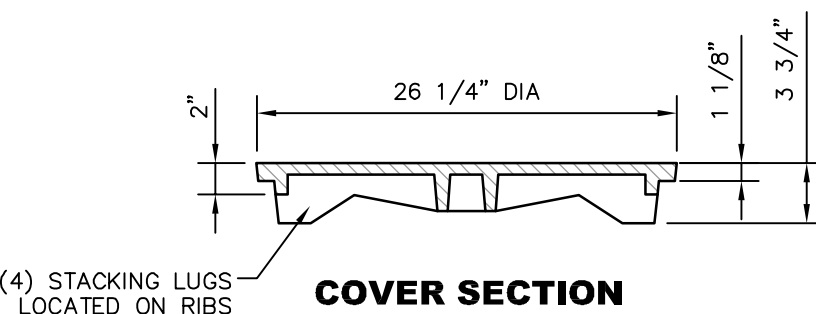
DETAIL "B" TYPICAL EXTERIOR DROP CLEANOUT ASSEMBLY ELEVATION



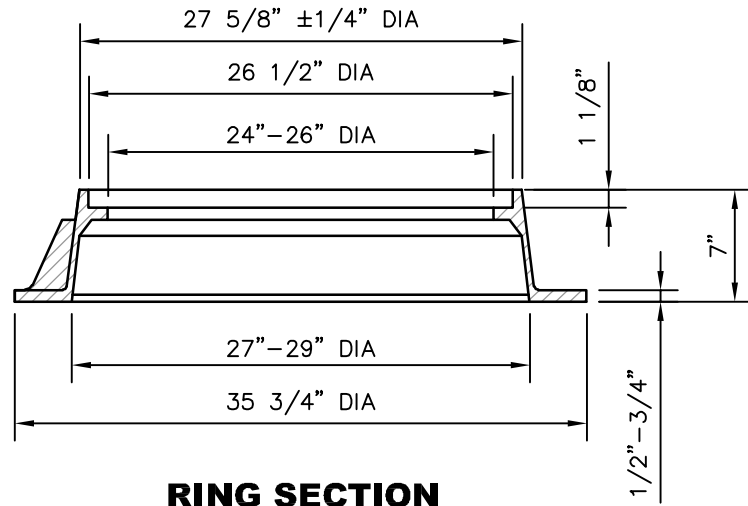
INVERTED PLAN COVER



PLAN WITH FRAME



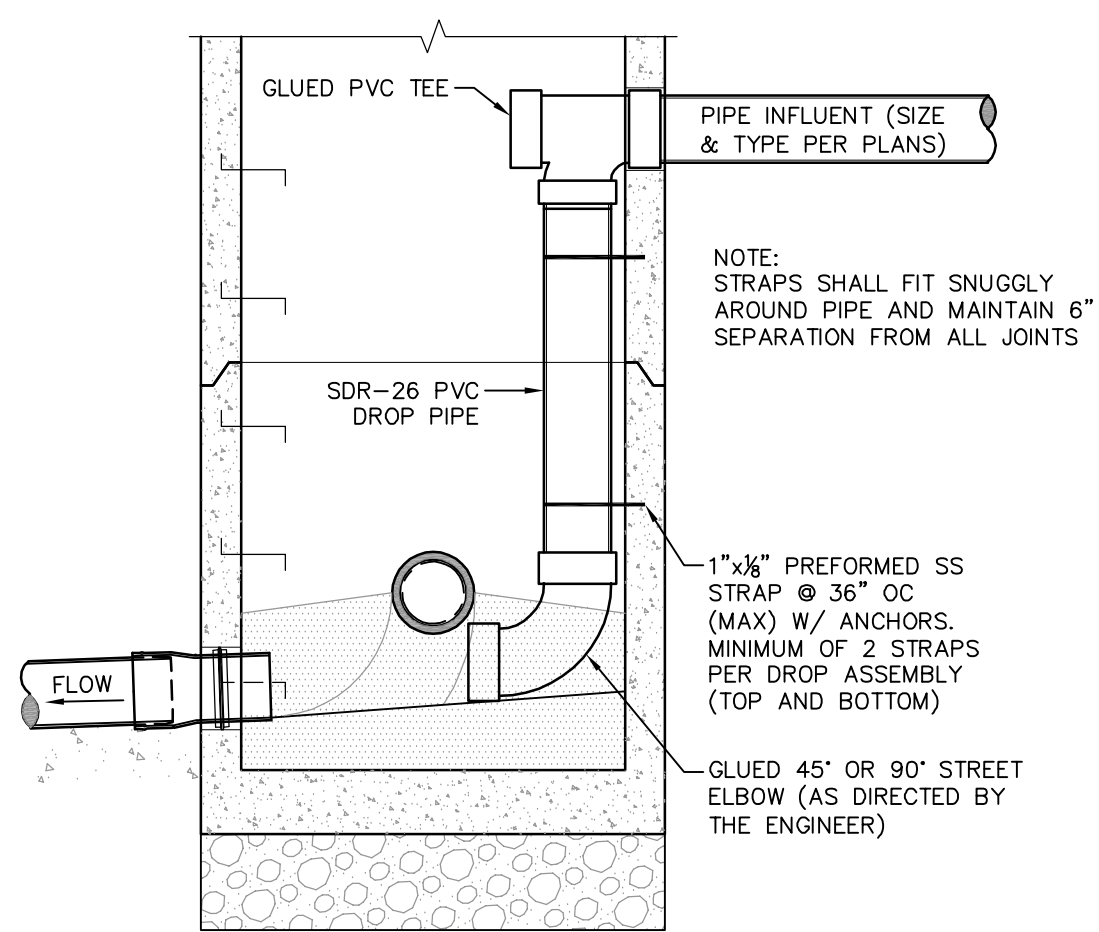
COVER SECTION



RING SECTION

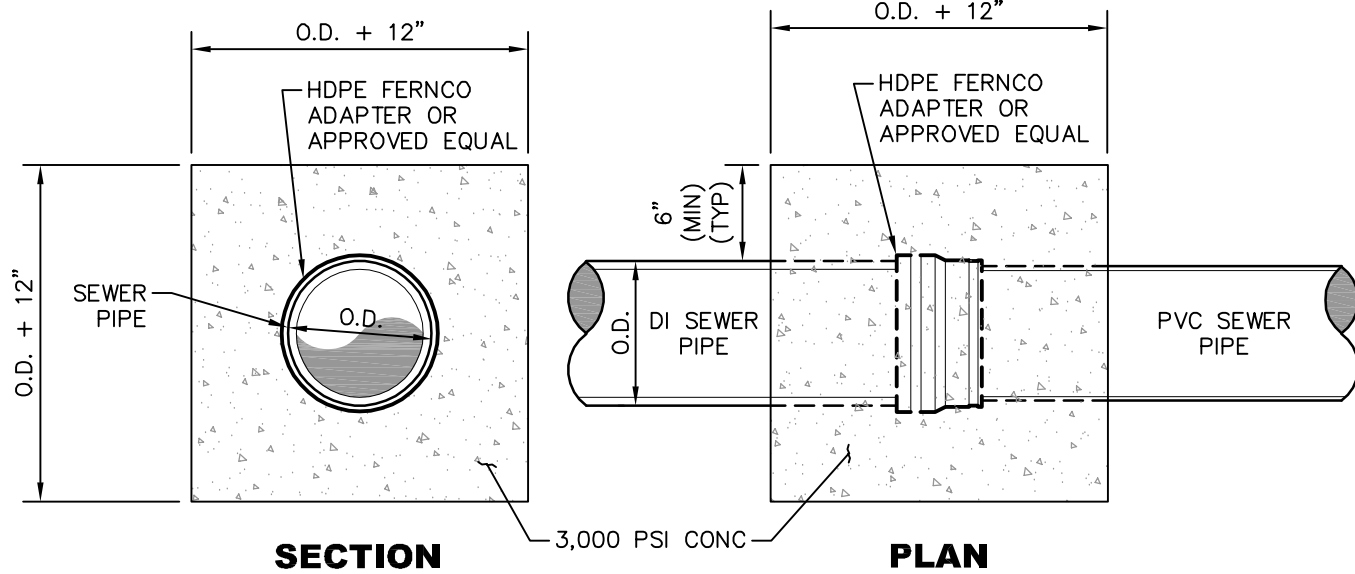
HEAVY DUTY COVER & FRAME V-1115 OR USF 370 WITH OUT HOLES ONLY
HEAVY DUTY WATERTIGHT COVER & FRAME V-2115-3 AGS WITH OUT HOLES, WITH GASKET & BOLTS ONLY

MANHOLE COVER DETAILS

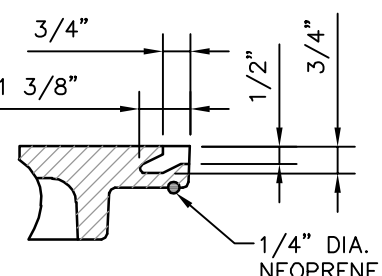


DETAIL "A" TYPICAL INTERIOR DROP CLEANOUT ASSEMBLY ELEVATION

DROP CLEANOUT NOTES:
1. USE DETAIL "A" SHOWN ABOVE, ONLY WHERE A SINGLE 8" DROP ASSEMBLY CONNECTION INSIDE A 48" DIA. MANHOLE IS REQUIRED. FOR MULTIPLE DROP CONNECTIONS INSIDE A 48" MANHOLE USE DETAIL "B", SHOWN AT LEFT. FOR MULTIPLE DROP CONNECTION ASSEMBLIES IN LARGER DIAMETER MANHOLES THE DROP CONNECTIONS SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER.
2. ALL HARDWARE SHALL BE STAINLESS STEEL.
3. ALL APPURTENANCES REQUIRED FOR A COMPLETE DROP CONNECTION ASSEMBLY SHALL BE INCLUDED IN THE BID PRICE.



TYPICAL PVC SEWER PIPE TO SAME SIZE DUCTILE IRON SEWER PIPE CONNECTION

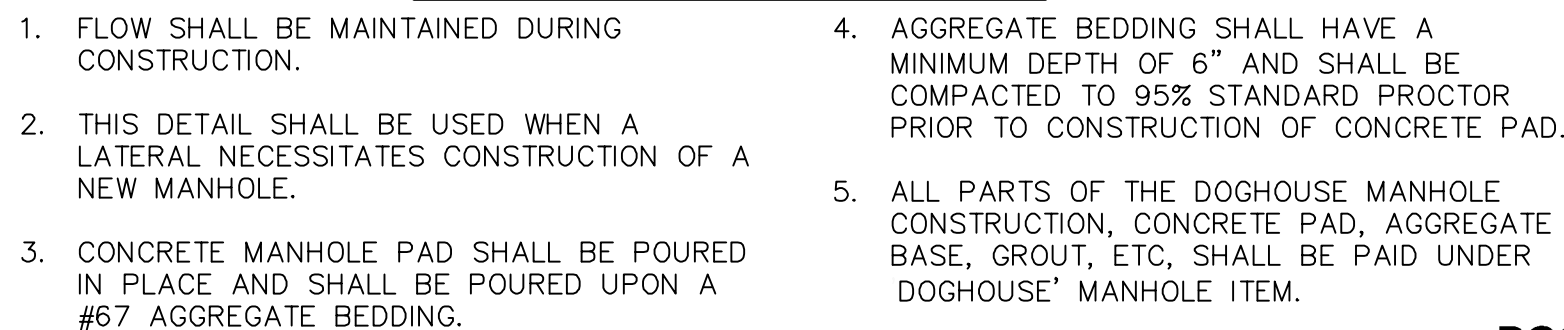


PICKHOLE DETAIL

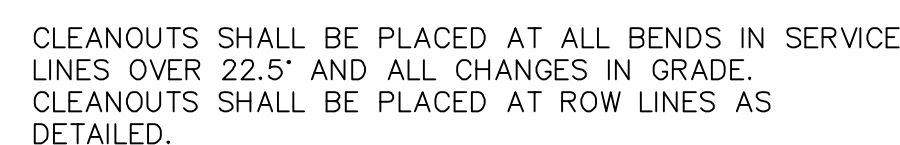
GENERAL NOTES:

- ALL MANHOLES SHALL BE STANDARD PRECAST WITH EXTENDED BASES, UNLESS OTHERWISE DIRECTED. FLEXIBLE INLET AND OUTLET CONNECTION BOOTS REQUIRED ON ALL PIPES AND FORCE MAINS.
- ALL ELEMENTS SHALL CONFORM TO PRECAST MANHOLE SPECIFICATION. A.S.T.M. C-478 LATEST REVISION.
- PRECAST CONCRETE RINGS SHALL BE USED TO BRING MANHOLE FRAME AND COVER TO GRADE USE (11" MAX. RISE).
- MANHOLES IN PAVED AREAS SHALL BE FURNISHED WITH ADJUSTING RINGS.

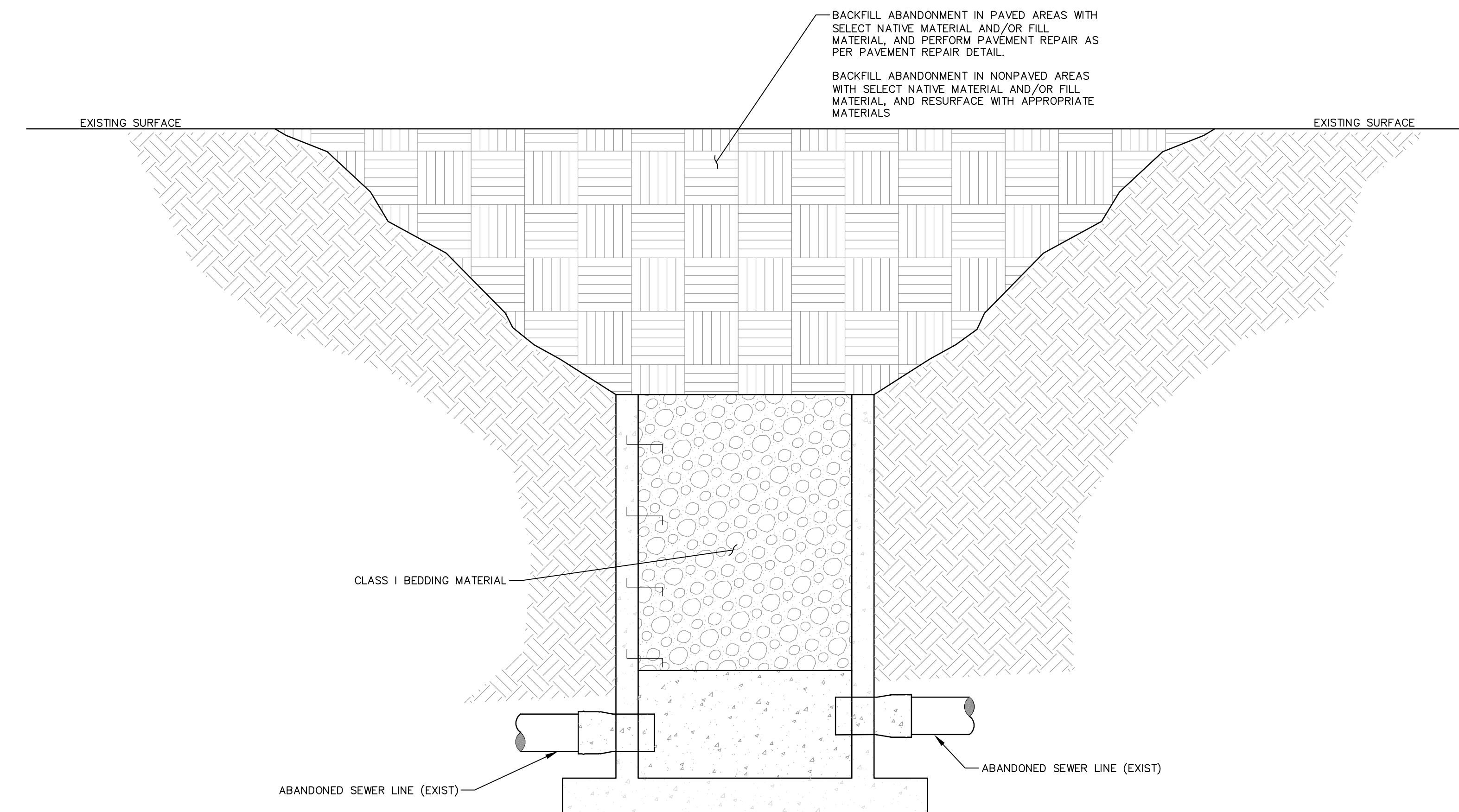
NO.	DATE	DESCRIPTION	BY
SEWER INSTALLATION DETAILS			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES/SLS	Checked by:	SEM
Date:	03-04-2022	Working No.:	SSD1
Drawing No.:	11298	Sheet No.:	31



TYPICAL ADDITIONAL PAVING DETAIL @ FLAT TOP MANHOLE



Date: 03-04-2022	Working No. <u>SSD2</u>
Drawing No.: 11298	Sheet No. <u>32</u>

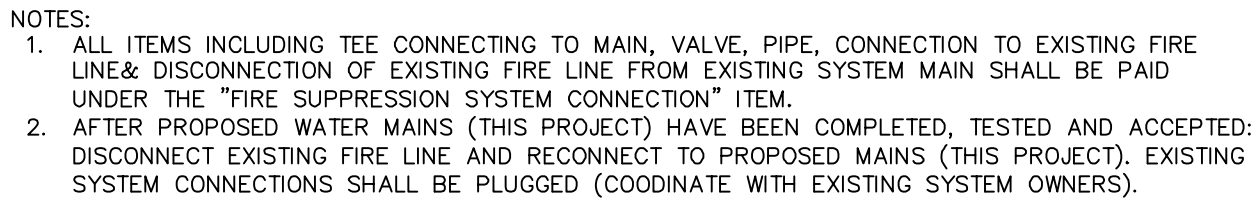


EXISTING MANHOLE ABANDONMENT COMPLETE DETAIL

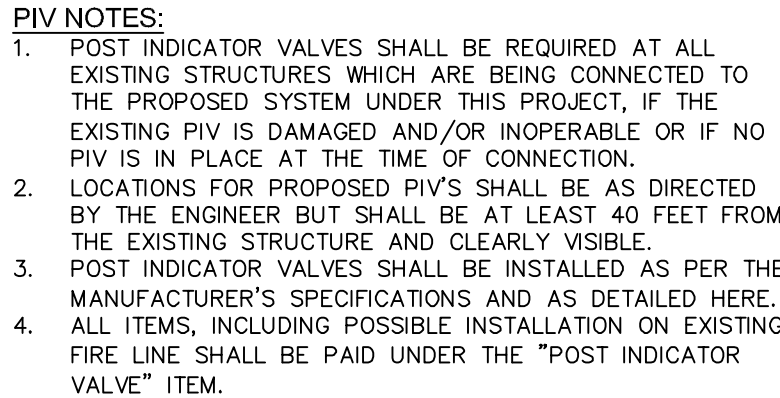
NOT TO SCALE

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED, SHALL BE PAID FOR PER EACH AND SHALL BE MODIFIED AS FOLLOWS:
 - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 2.2. REMOVE COVER, FRAME AND THE TOP 36" OF MANHOLE STRUCTURE. DISPOSE OF REMOVED OBJECTS APPROPRIATELY.
 - 2.3. FILL BOTTOM OF MANHOLE WITH CONCRETE, MINIMUM 6" ABOVE THE CROWN OF ALL PIPES.
 - 2.4. FILL THE MANHOLE WITH CLASS 1 BEDDING MATERIAL.
 - 2.5. BACKFILL WITH NATIVE SOIL MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. (NO SEPARATE PAY)
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED SHALL BE PAID FOR BY LINEAR FOOT AND SHALL BE MODIFIED AS FOLLOWS:
 - 4.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
 - 4.3. PLUG ENDS.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH THE NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
6. MANHOLE RINGS AND COVERS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL ITEMS SALVAGED ITEMS SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)

NO.	DATE	DESCRIPTION	BY
SEWER ABANDONMENT DETAILS			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 03-04-2022		Working No. _____ ABN1 _____	
Drawing No.: 11298		Sheet No. _____ 33 _____	



(UNPAVED AREA)



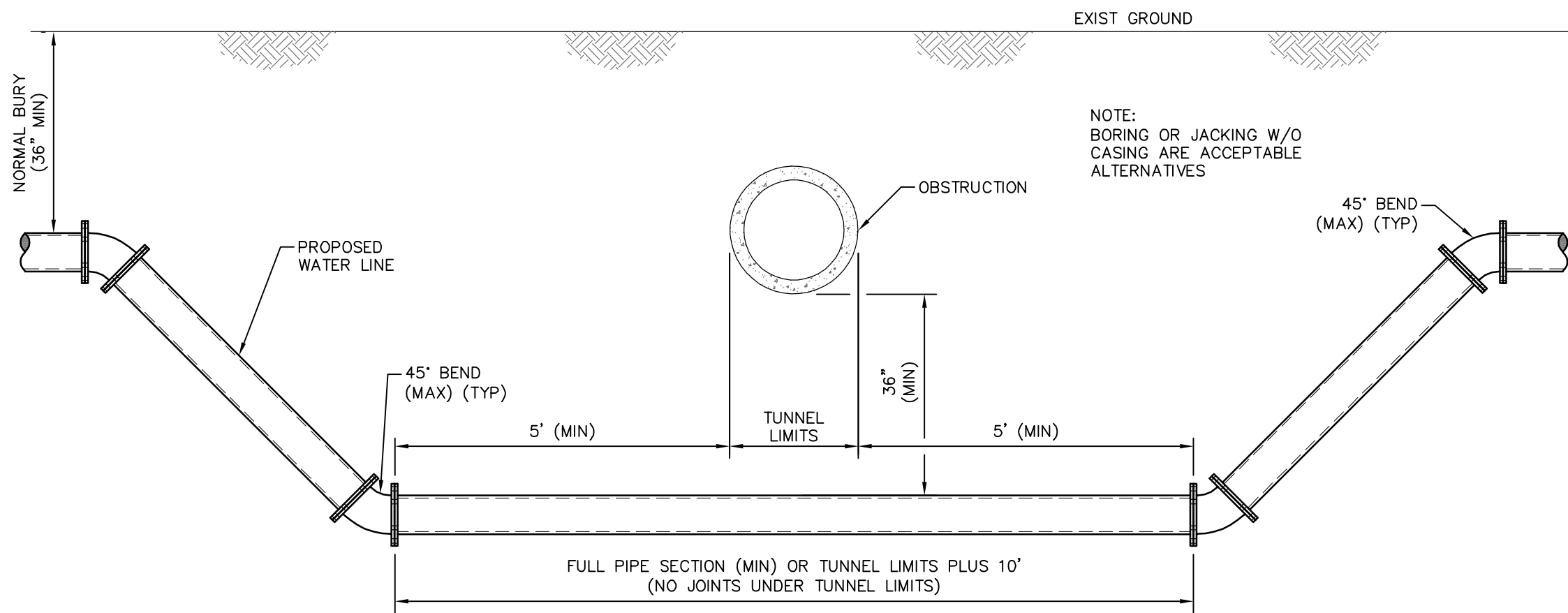
WATER INSTALLATION DETAILS

MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

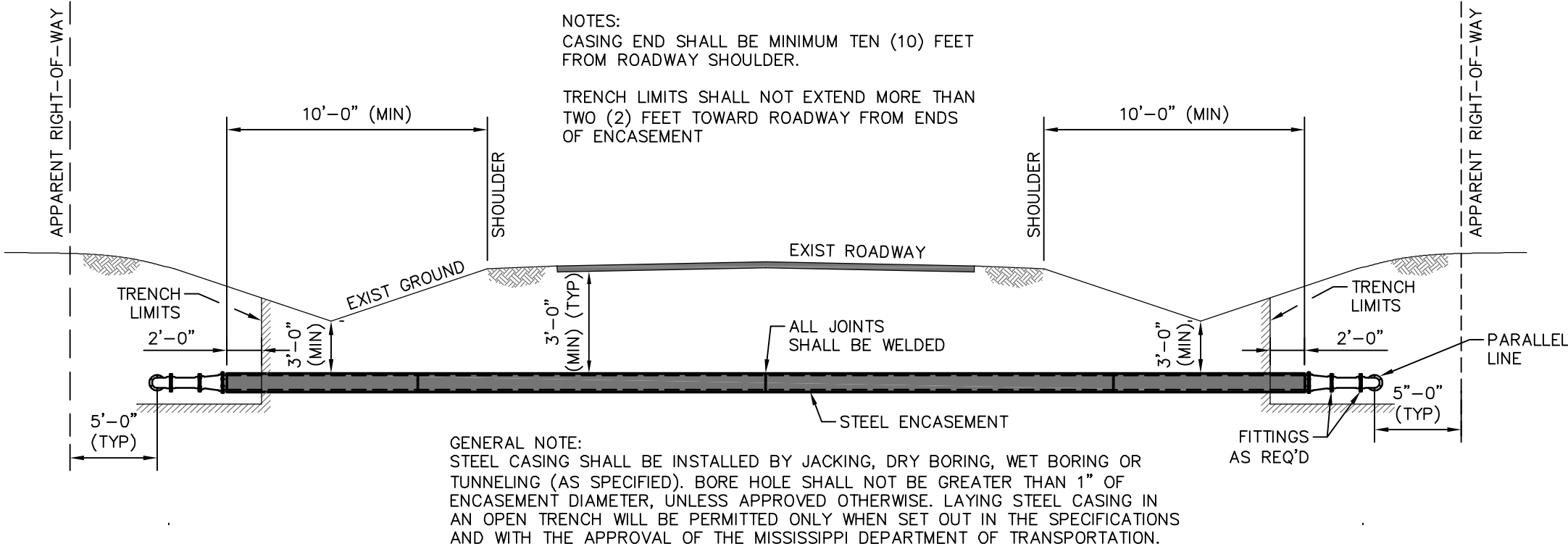
sdw Engineering Progress

Drawn by: RES/SLS	Checked by: SEM	Scale: NONE
Date: 03-04-2022	Working No. <u>WTRD1</u>	
Drawing No.: 11298	Sheet No. <u>34</u>	

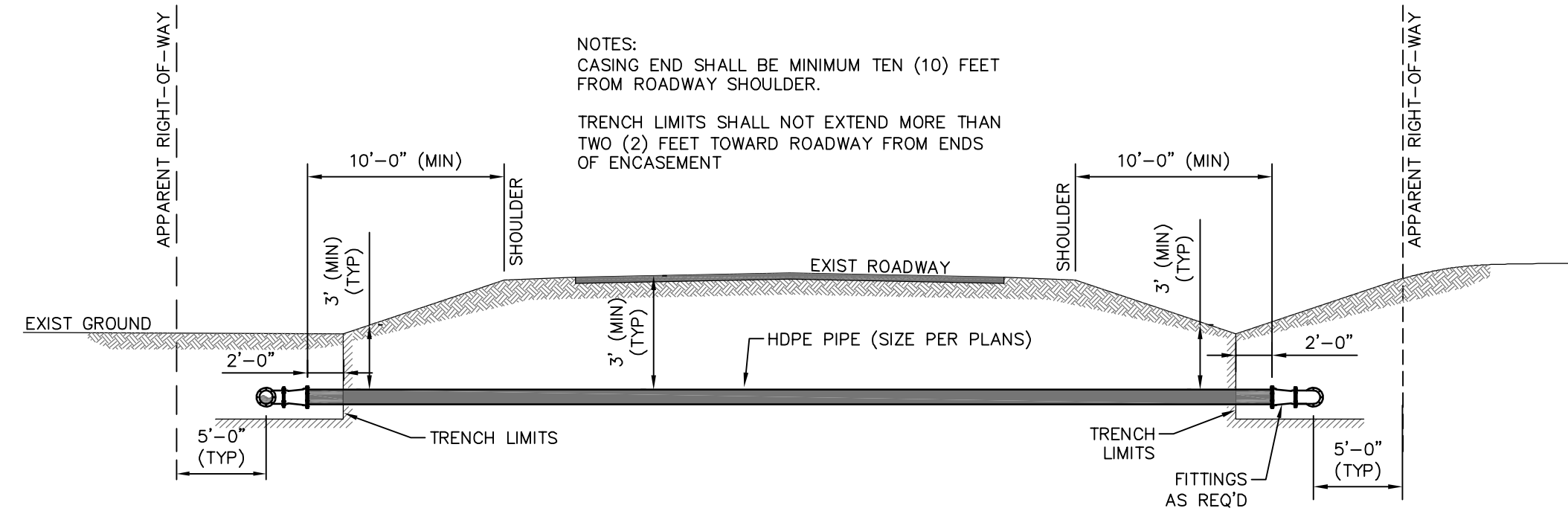
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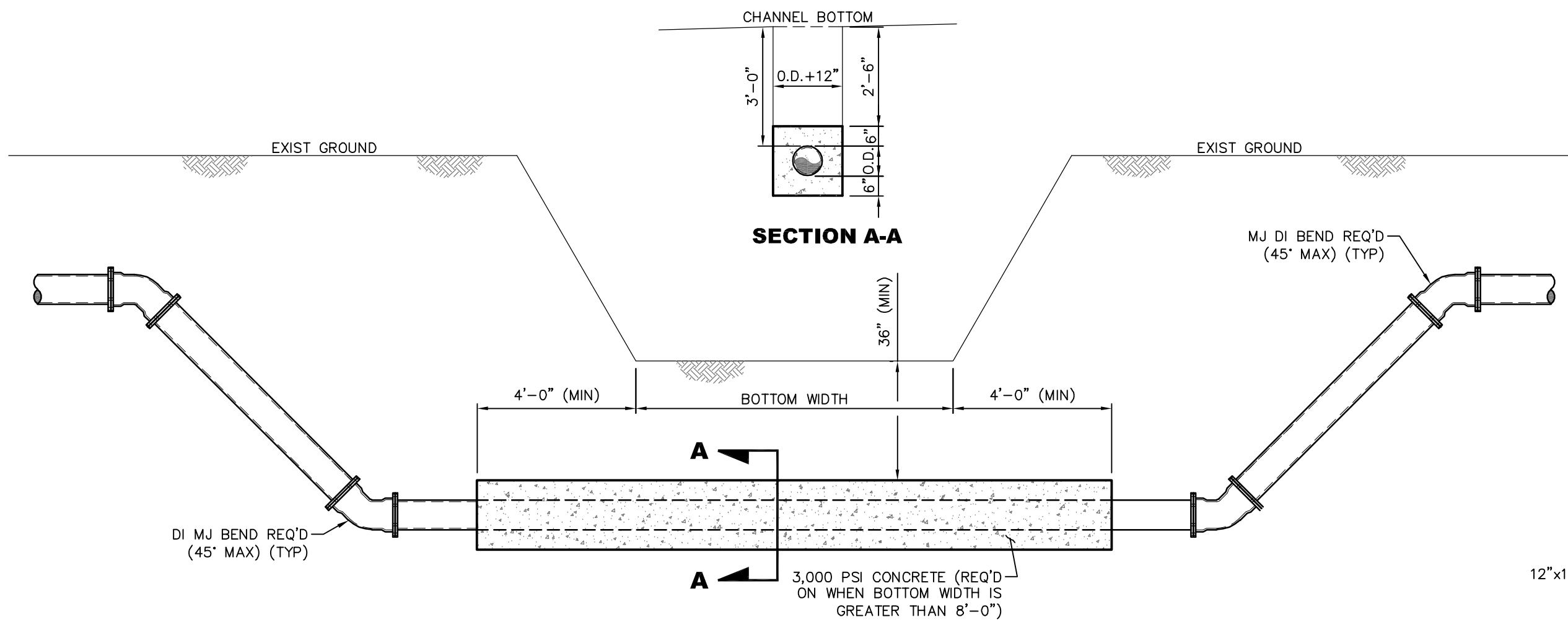
OBSTRUCTION CROSSING DETAIL



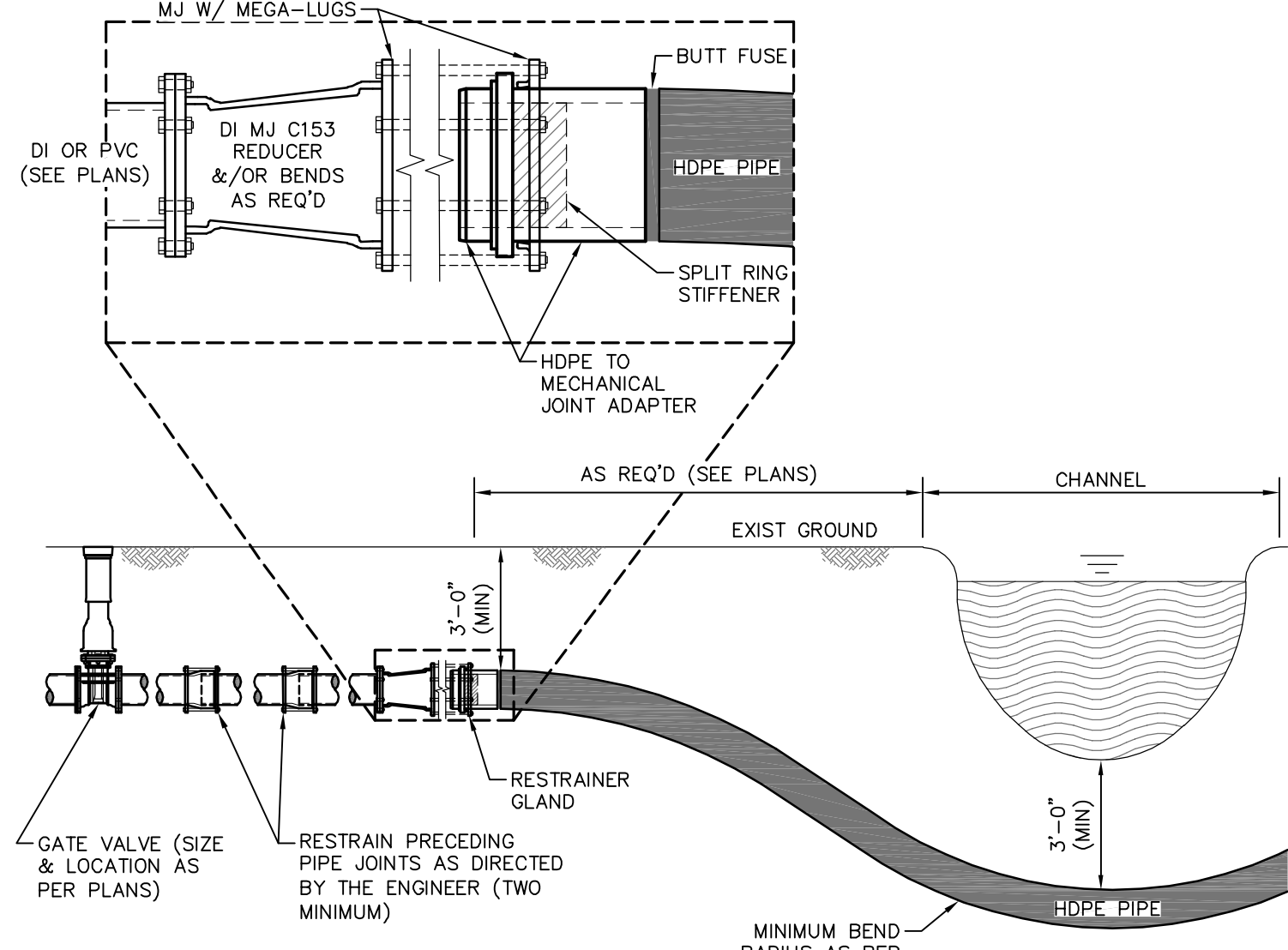
BORED ROADWAY CROSSING & WATER LINE PARALLELING



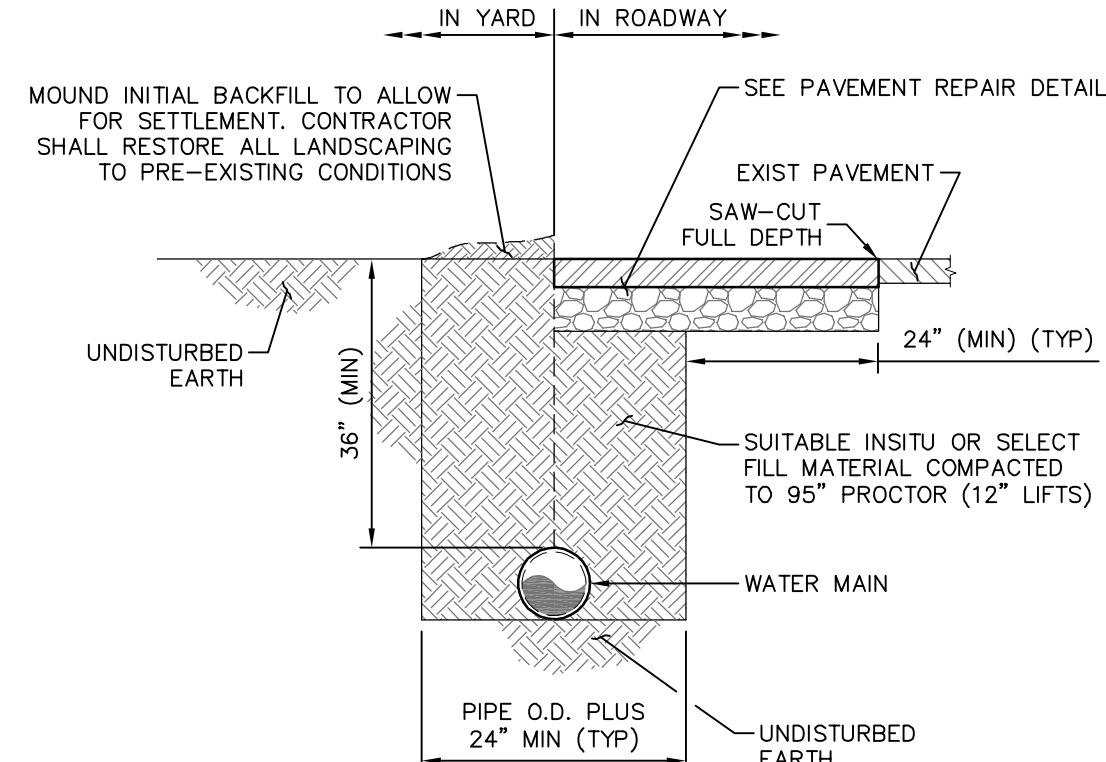
HDPE DIRECTIONAL BORE ROADWAY CROSSING & WATER LINE PARALLELING



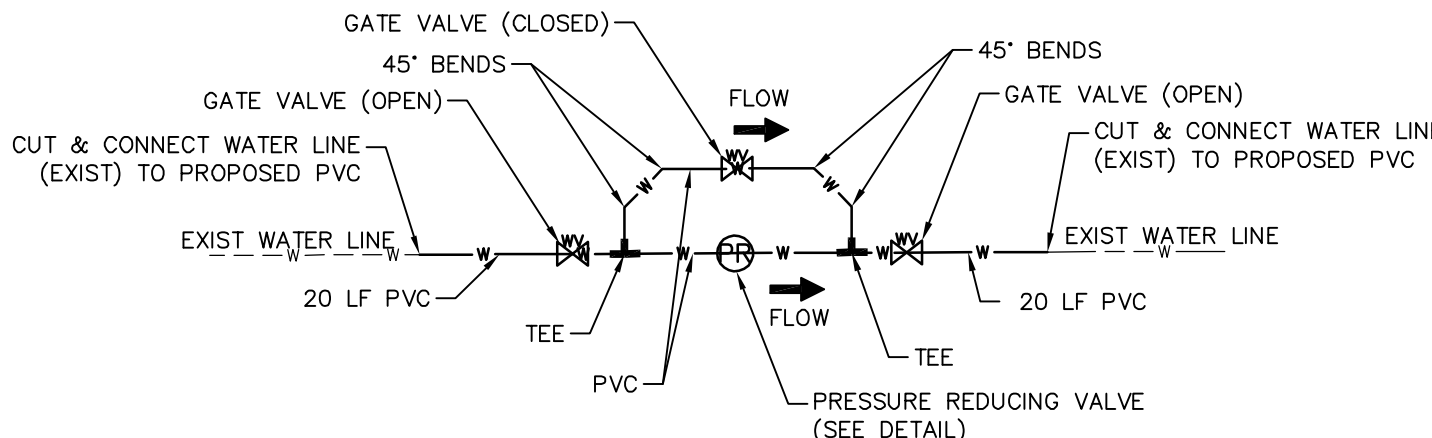
OPEN CUT DRY CHANNEL CROSSING DETAIL (NON-PAVED)



DIRECTIONAL BORE CHANNEL CROSSING DETAIL
(LEFT HALF SHOWN, RIGHT HALF SIMILAR)

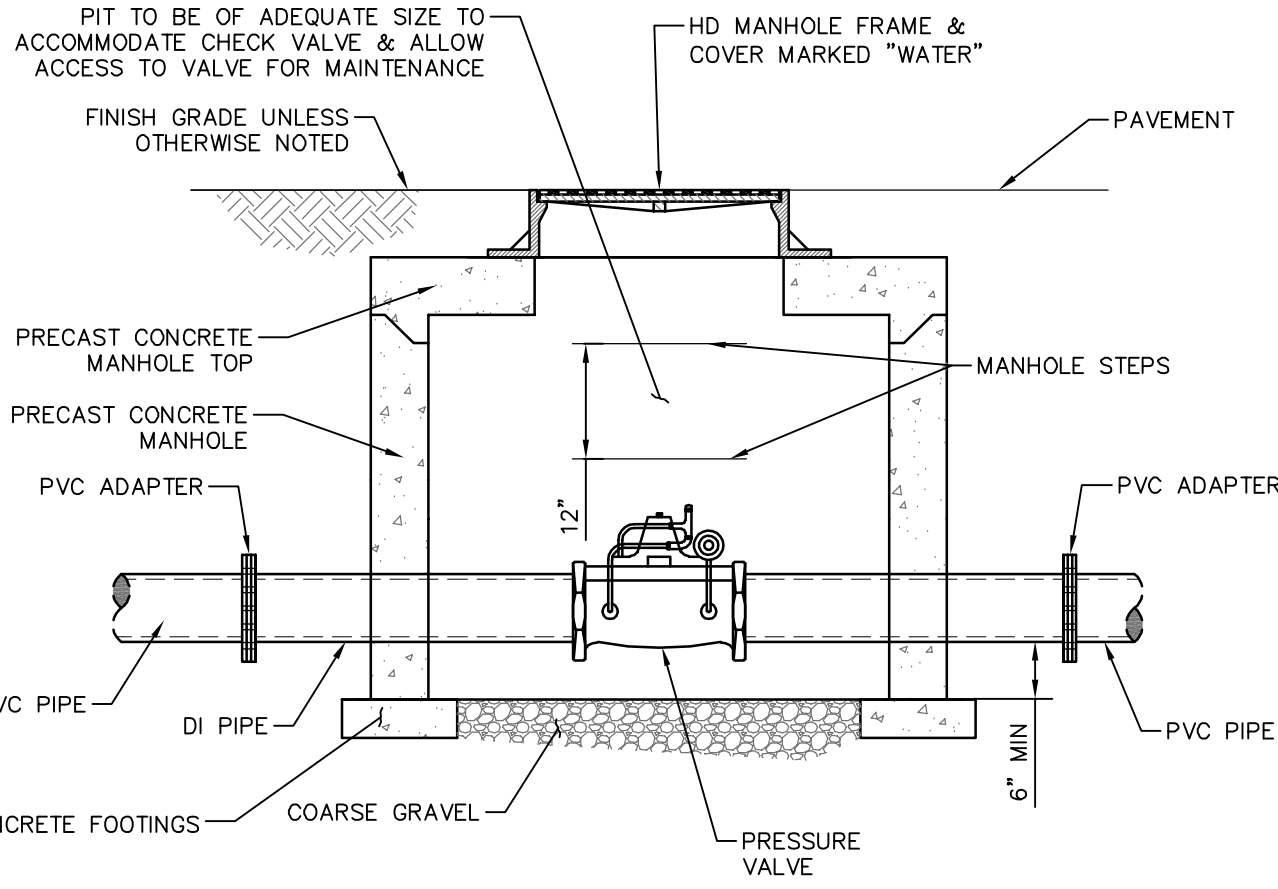


TYPICAL TRENCH DETAIL



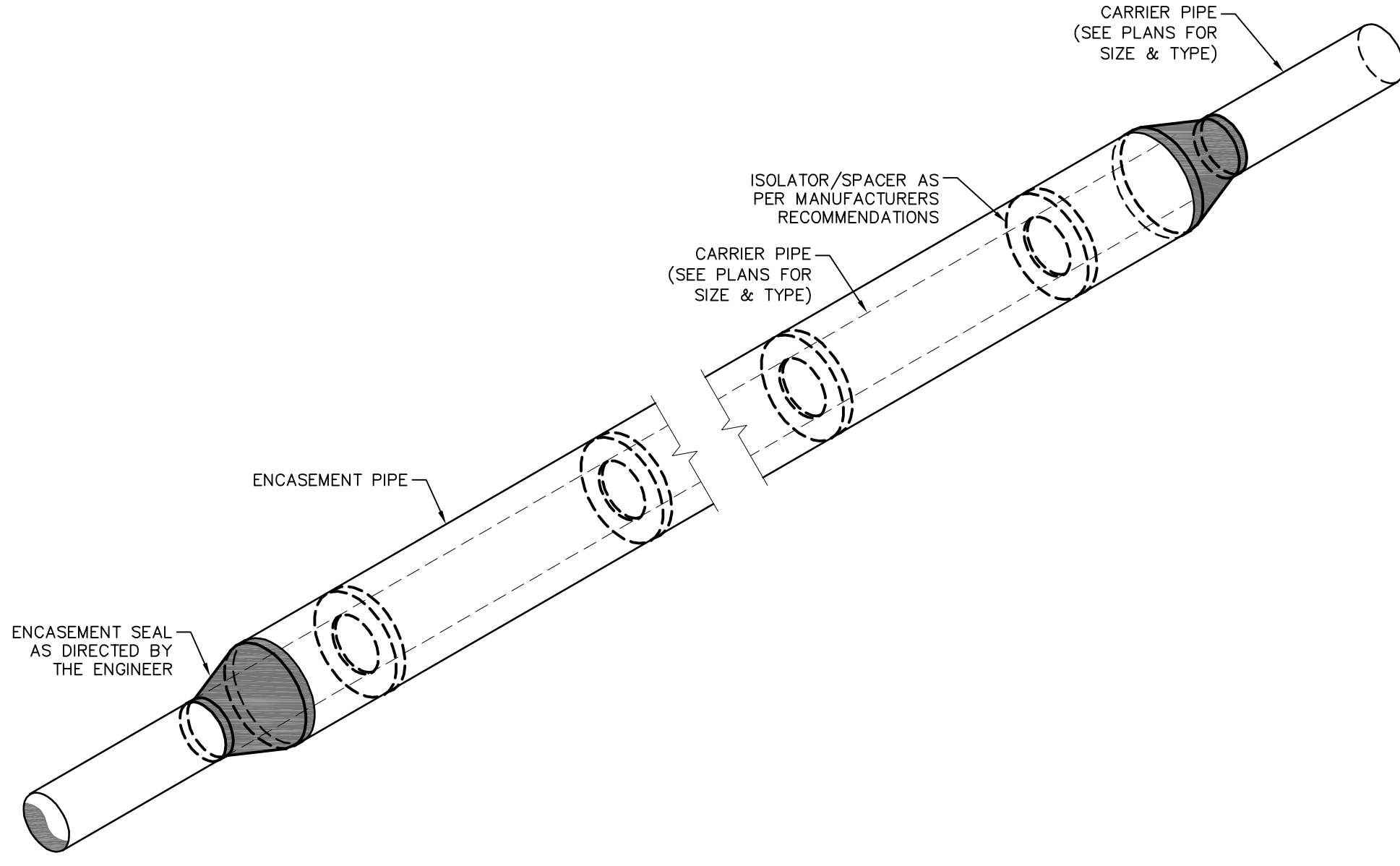
PRESSURE REDUCING VALVE WITH BYPASS DETAIL

NOTE:
ALL ITEMS SHOWN IN DETAIL ARE INCLUDED
IN PRESSURE REDUCING VALVE BID ITEM.

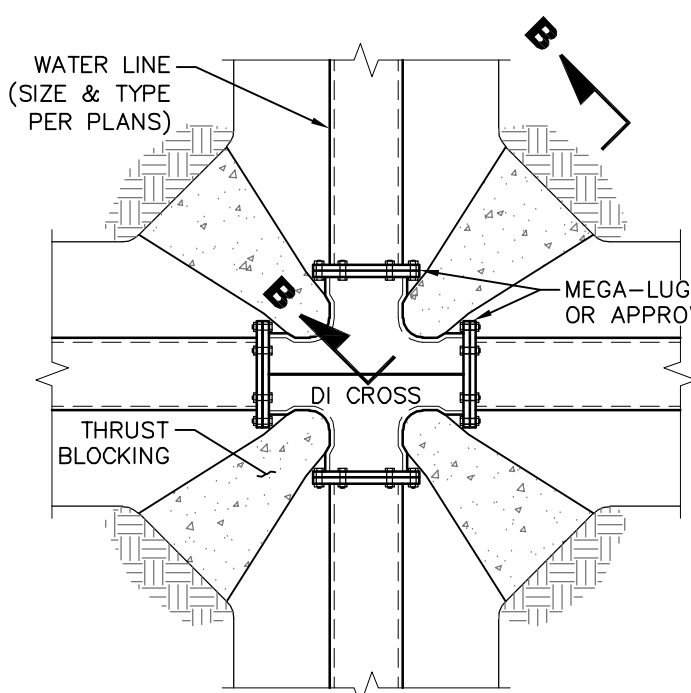


HEAVY DUTY COVER & FRAME V-1115 OR USF 370 WITH OUT HOLES ONLY
HEAVY DUTY WATERTIGHT COVER & FRAME V-2115-3 AGS WITH OUT HOLES, WITH GASKET & BOLTS ONLY

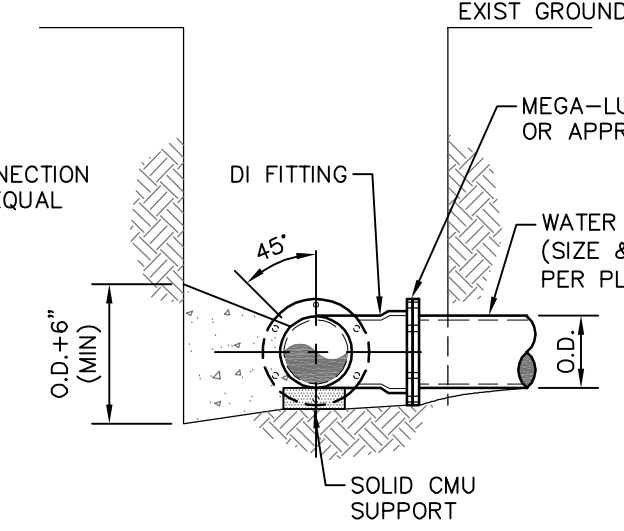
PRESSURE REDUCING VALVE DETAIL



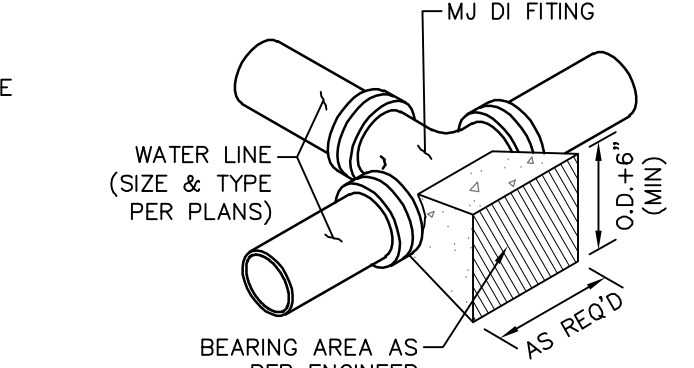
CARRIER PIPE SUPPORT IN STEEL ENCASEMENT ISOMETRIC DETAIL



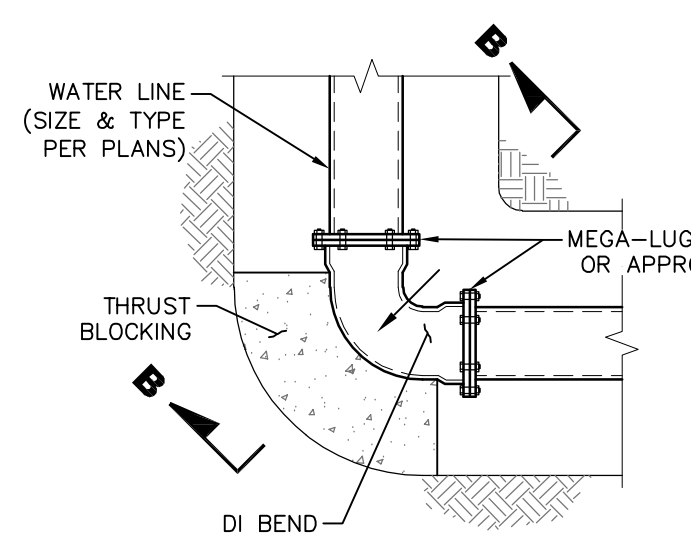
CROSSES



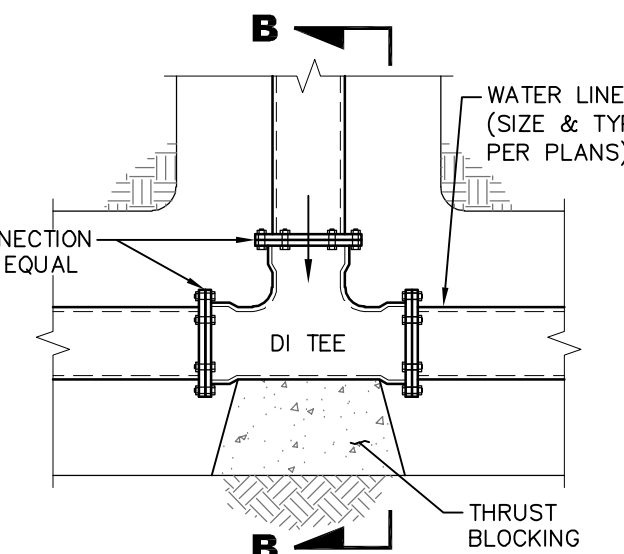
SECTION B-B



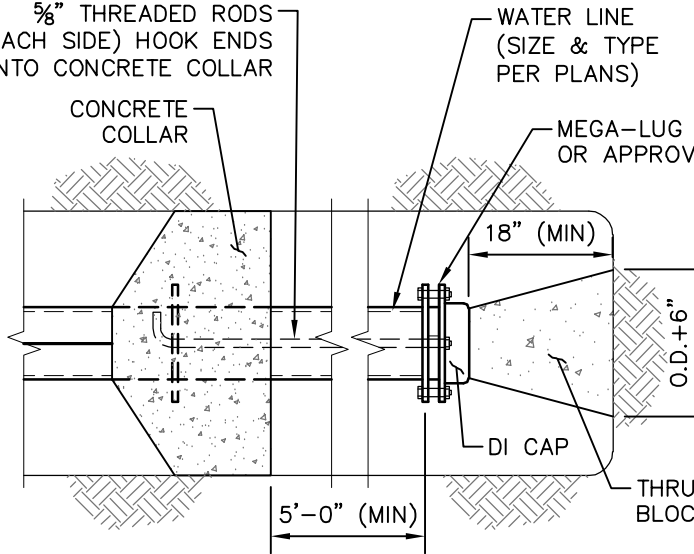
ISOMETRIC



BENDS



TEES

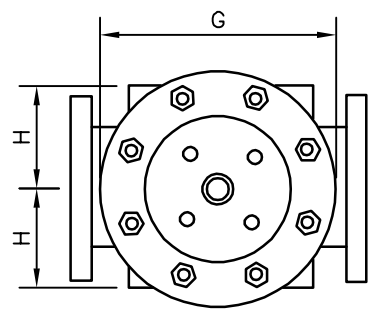
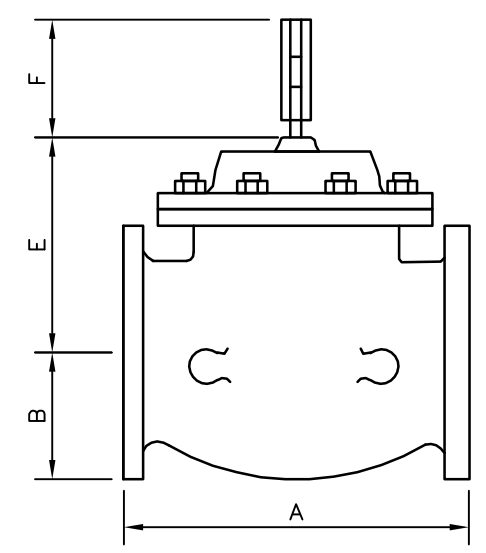


PLUGS

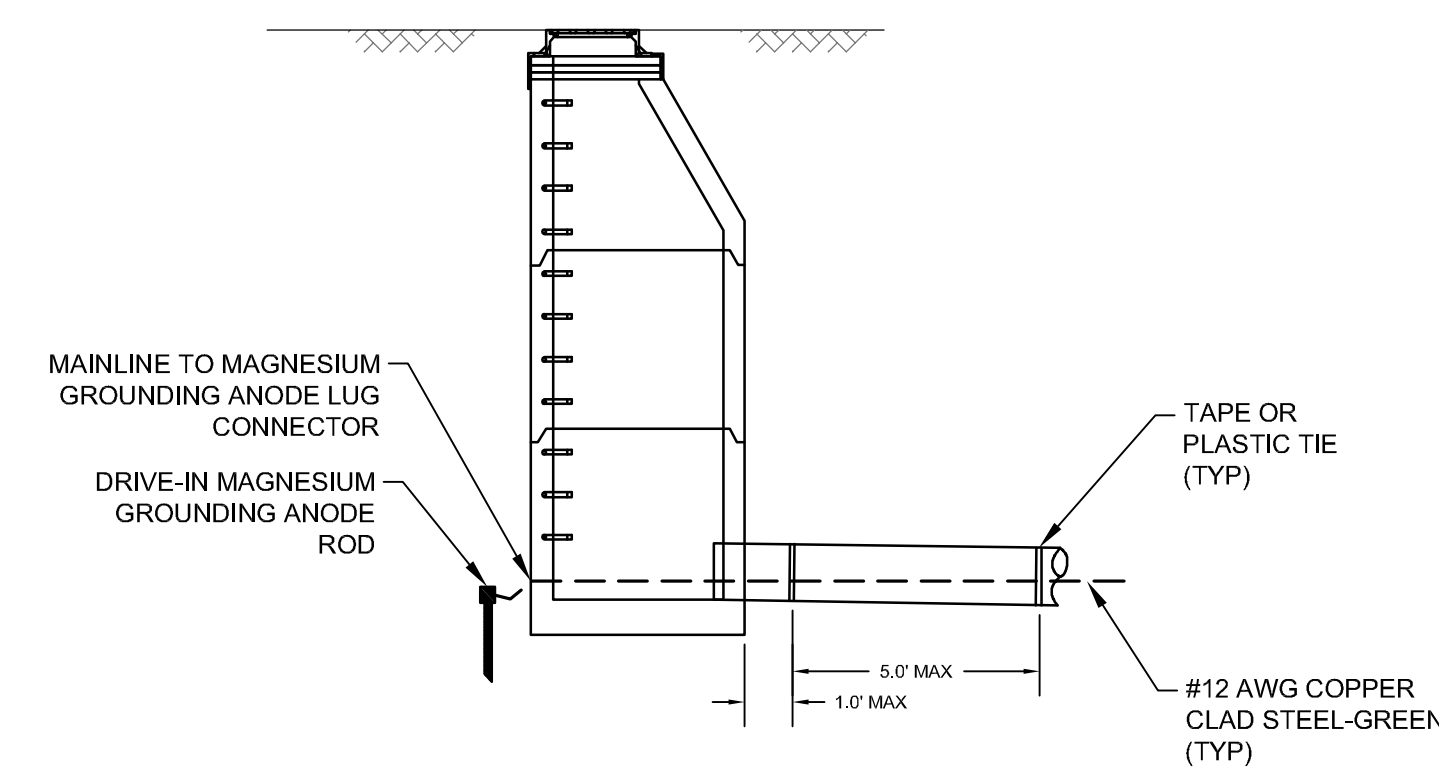
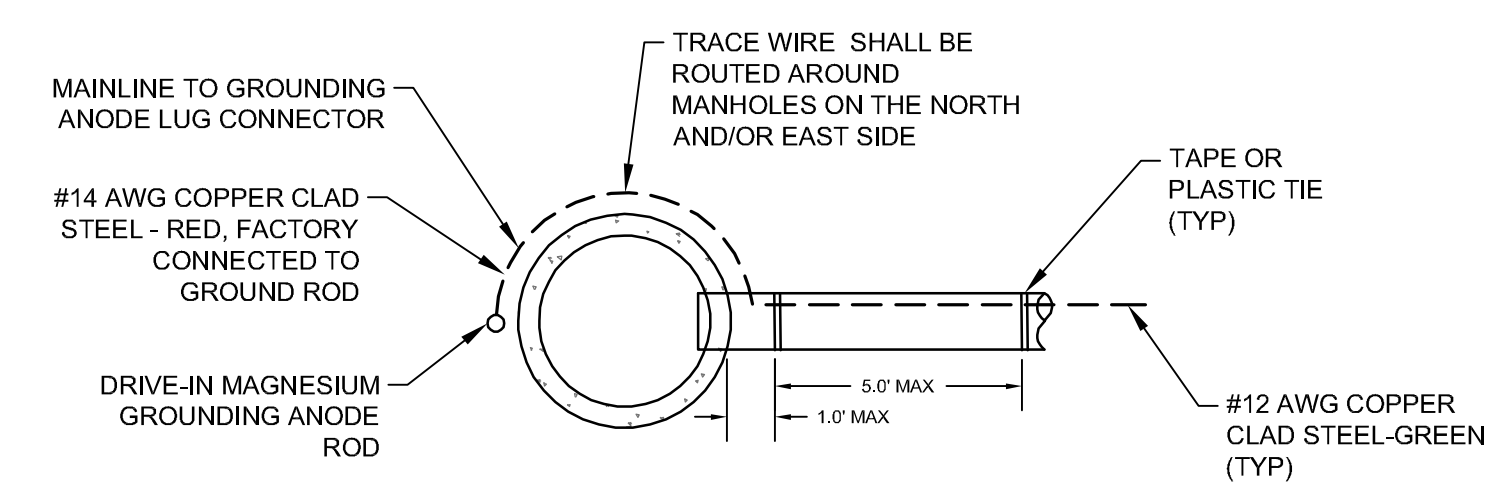
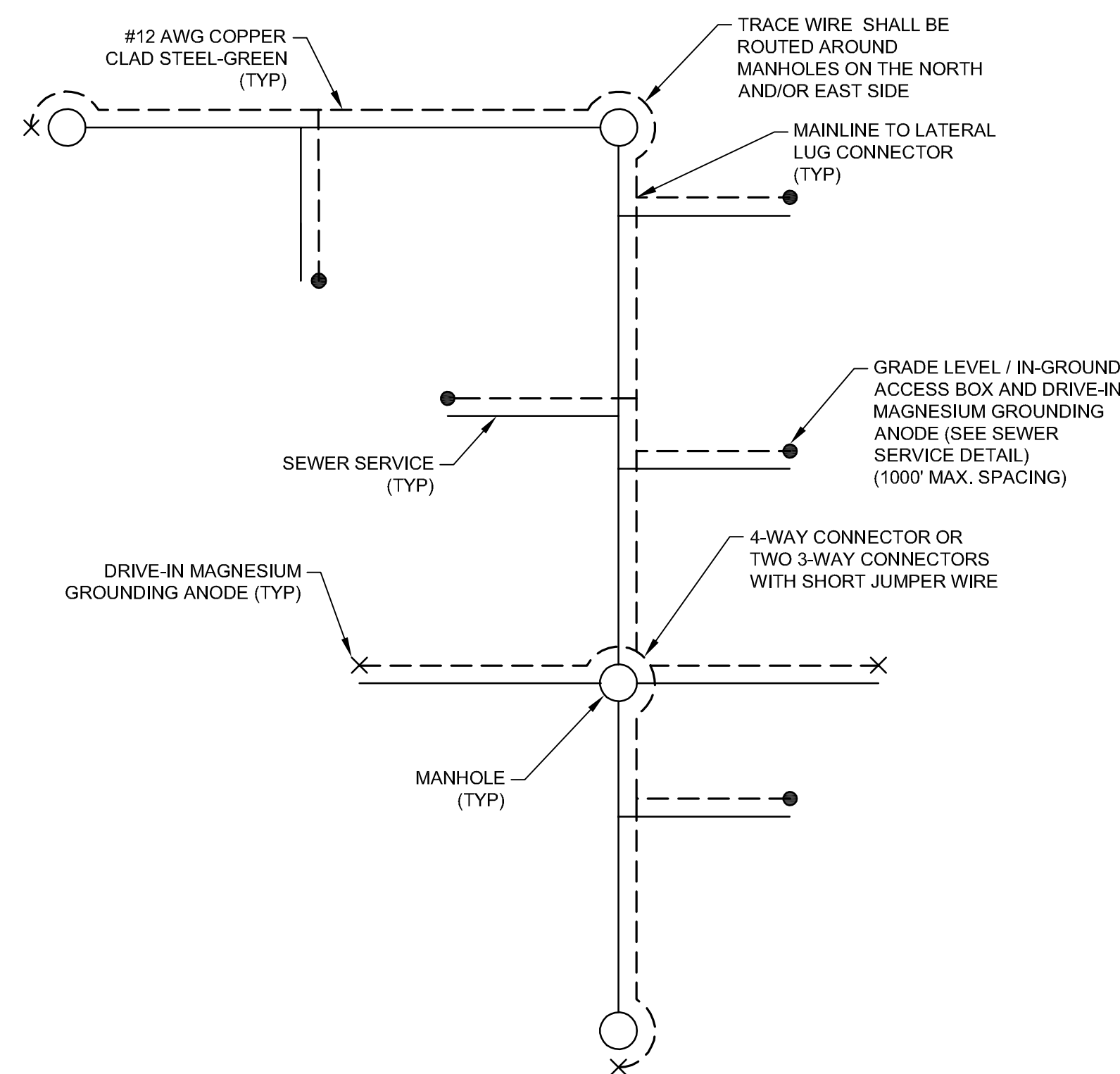
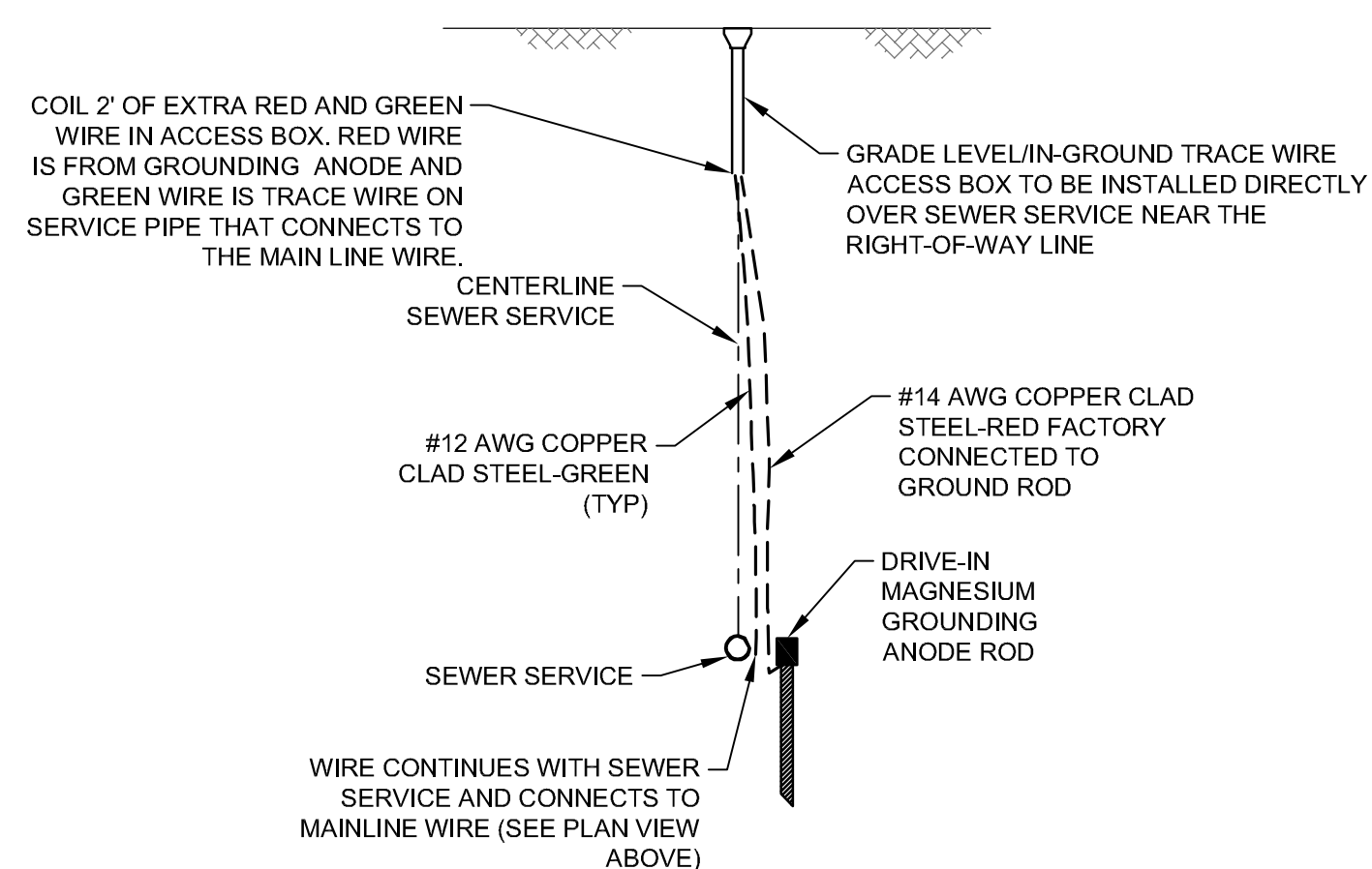
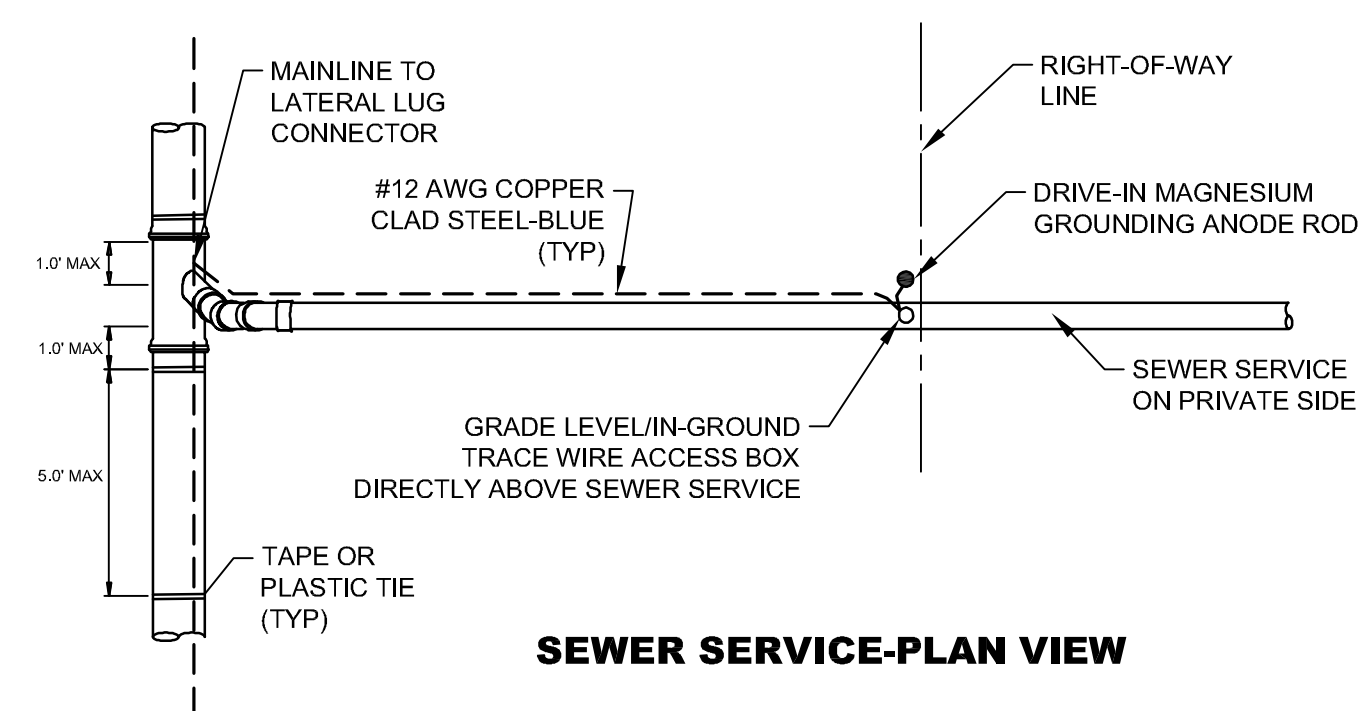
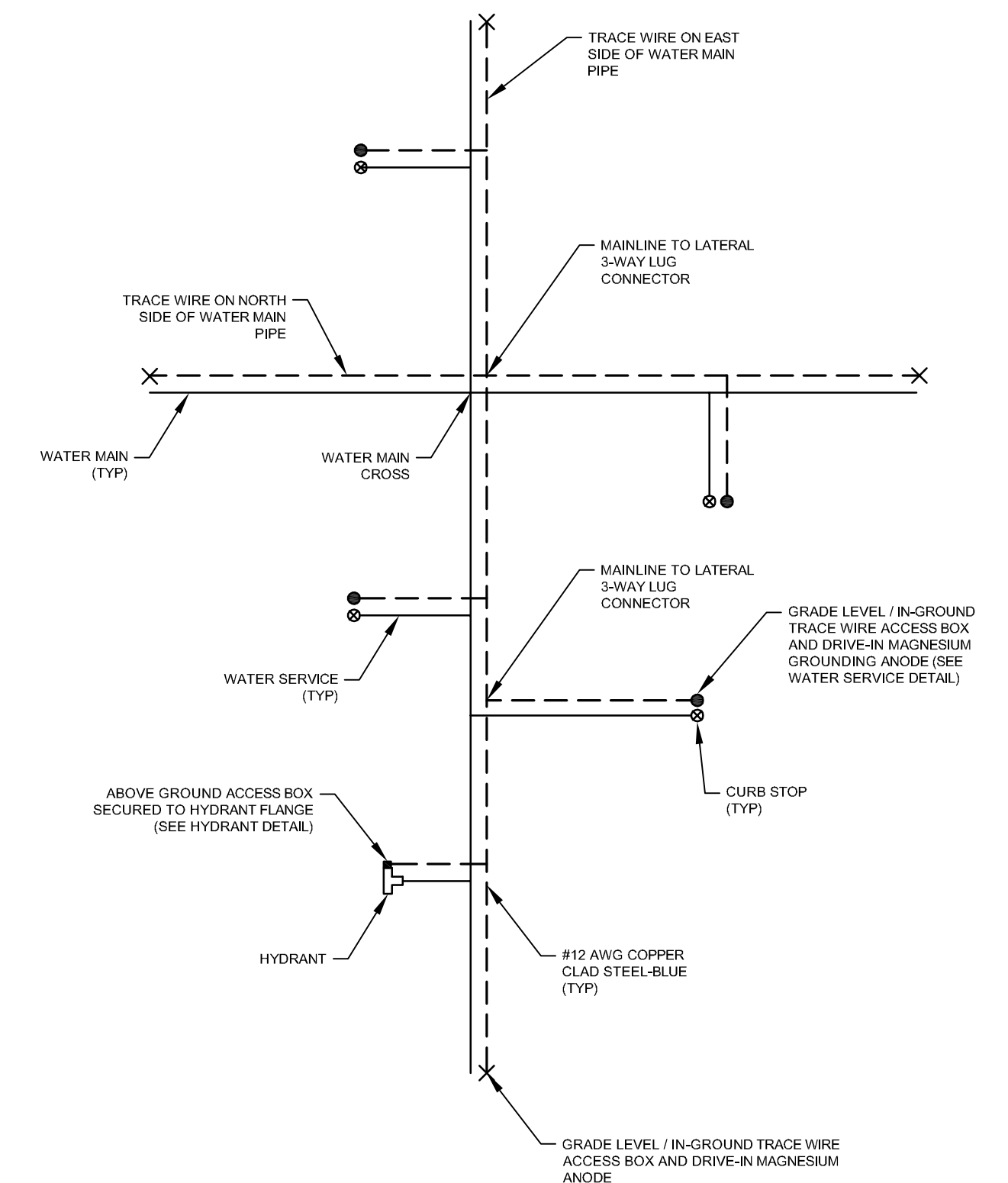
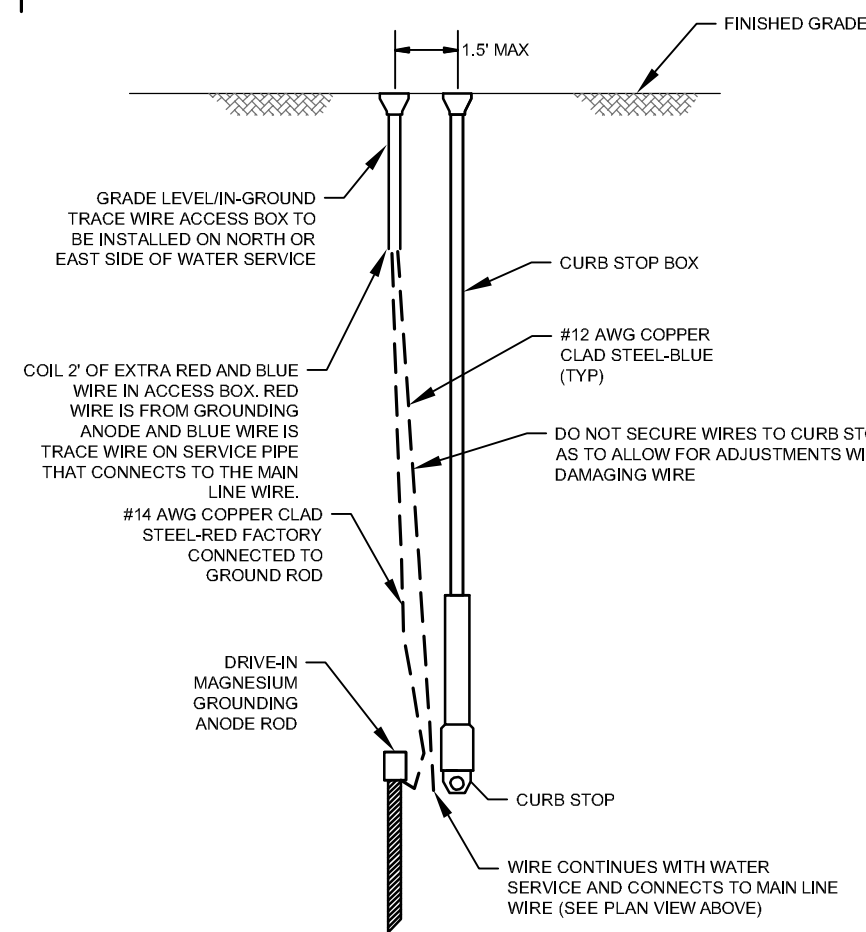
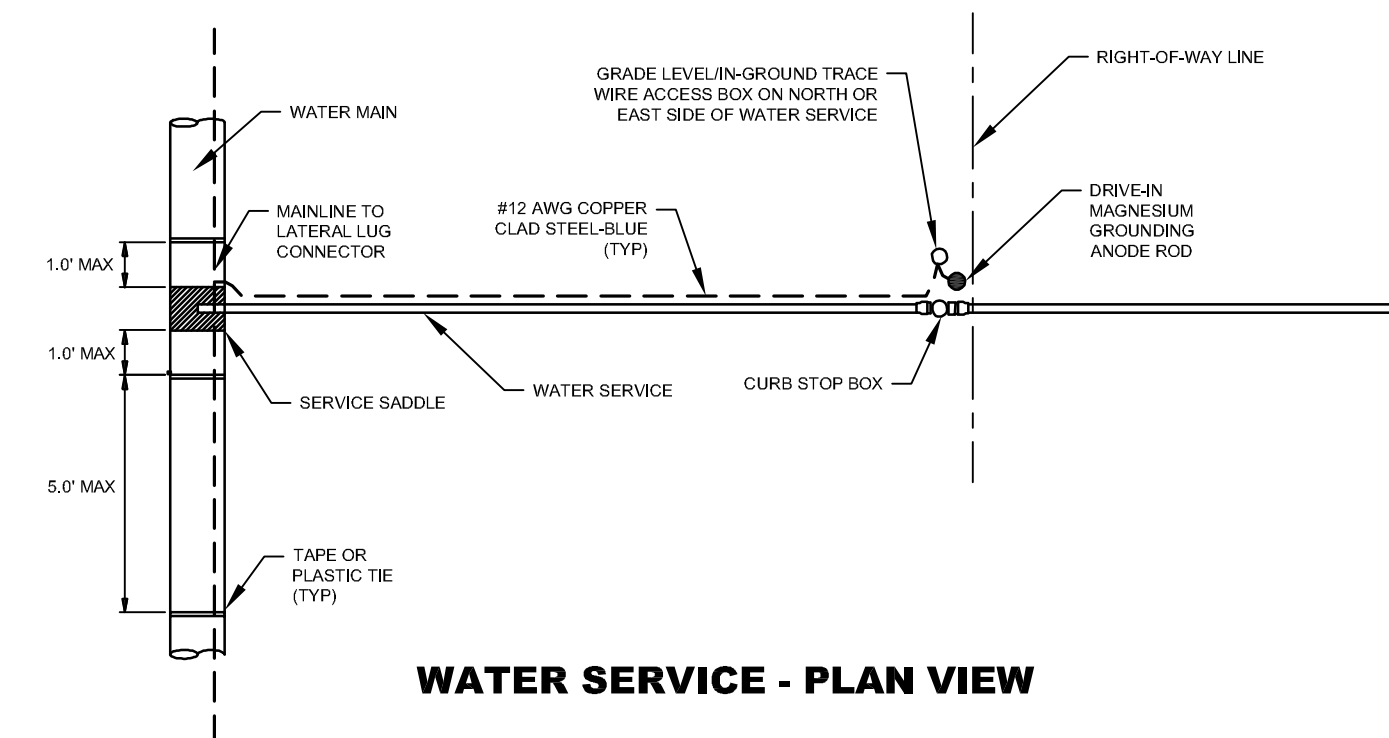
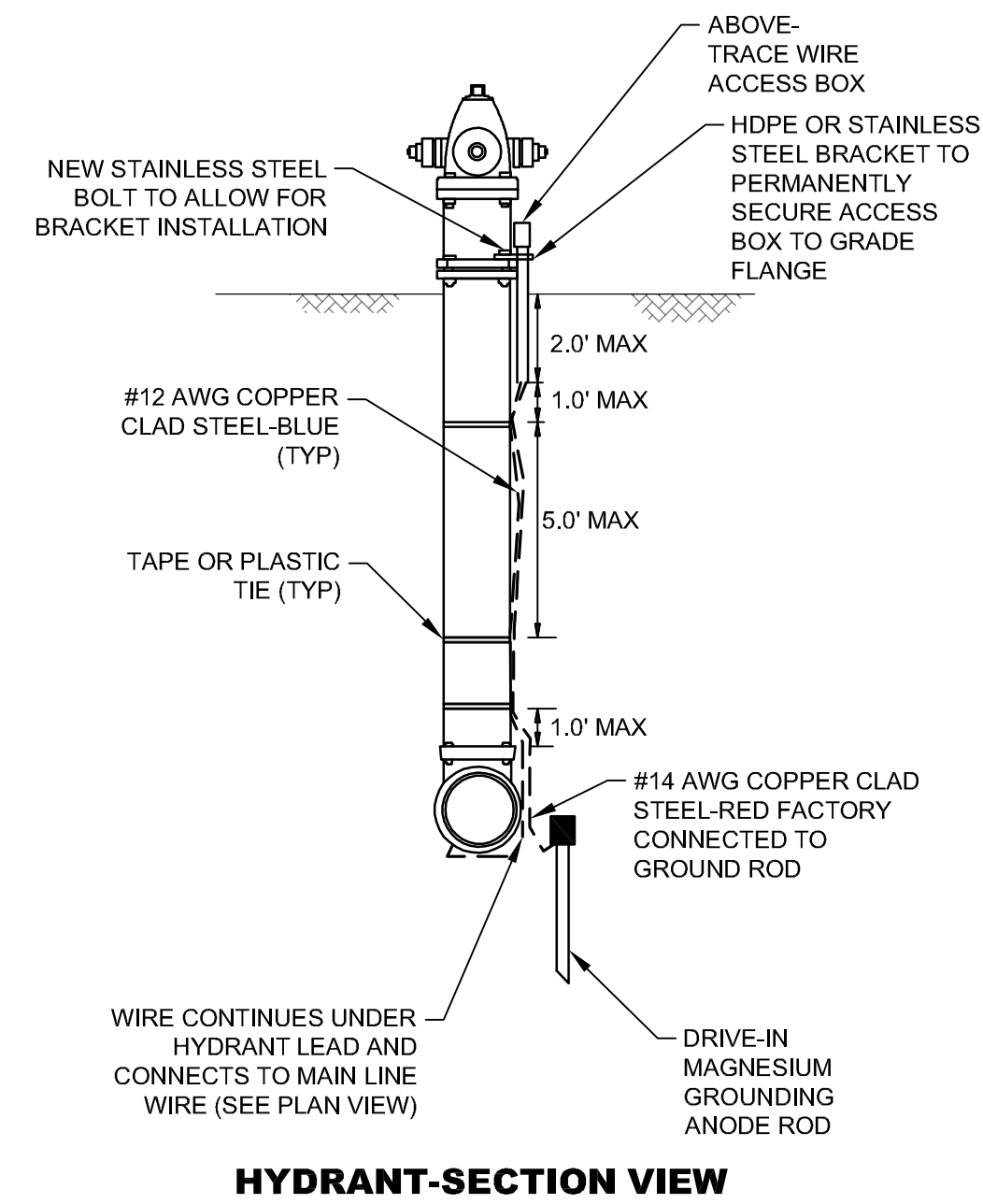
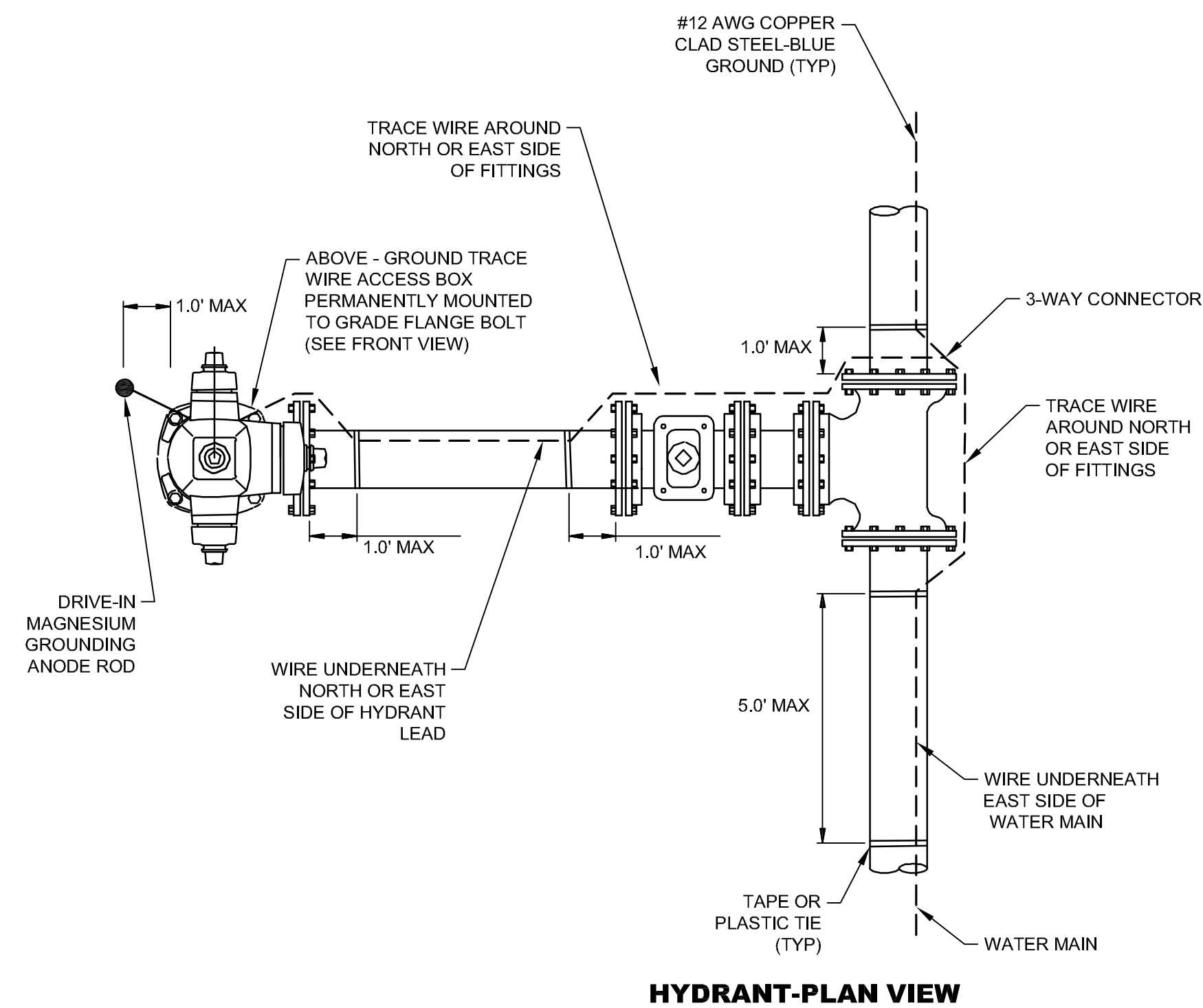
THRUST BLOCKING DETAILS

PRESSURE VALVE DIMENSIONS (INCHES)

DIM	ANSI CLASS	VALVE SIZE (INCHES)			
		3	4	6	8
A	SE	11 1/4	-	-	-
	150	10 1/2	13 1/2	17 3/4	25 3/4
	300	11 1/4	14 1/2	18 3/4	26 3/4
B	SE	2 1/4	-	-	-
	150	3 3/4	4 1/2	5 1/2	6 1/4
	300	4 1/4	5	6 1/4	7 1/2
C	SE	5 1/2	-	-	-
	150	6	7 1/4	10	13 1/4
	300	6 3/4	7 1/2	10 1/2	13 1/2
D	SE	5 1/4	-	-	-
	150	4	5 1/4	6	8 1/2
	300	4 3/4	5 3/4	6 1/2	9
E	ALL	7	8	10	11 1/2
F	ALL	3 1/4	3 1/2	3 3/4	6 3/4
G	ALL	7 1/4	10	14	21
H	ALL	11	12	13	14

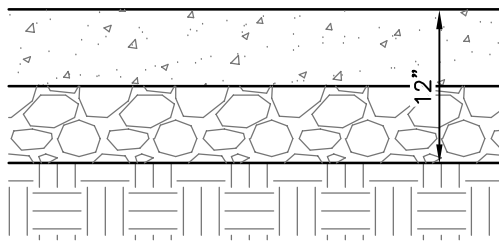


NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: NONE
Date: 03-04-2022		Working No.: WTRD2	
Drawing No.: 11298		Sheet No.: 35	



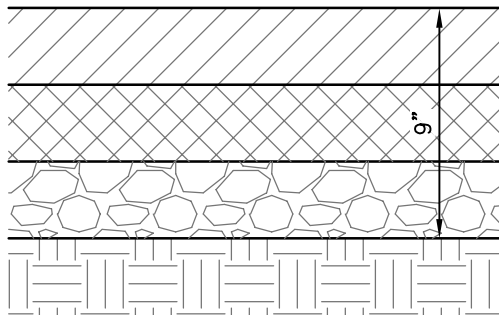
NOTE:
WIRE SHOWN AWAY FROM PIPE FOR CLARITY, WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

NO.	DATE	DESCRIPTION	BY
TRACER WIRE DETAILS			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS	Checked by: SEM	Scale: NONE	
Date: 03-04-2022	Working No. <u>TWD1</u>		
Drawing No.: 11290	Sheet No. <u>36</u>		



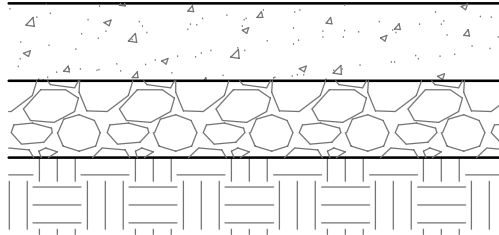
- PERMANENT: 6" 3000 PSI CONCRETE W/ FIBER GLASS REINFORCEMENT (BY OTHERS)
- 12" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL ROADWAY CONCRETE PAVEMENT REPAIR



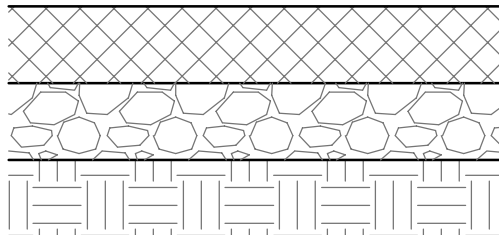
- PERMANENT: 1 1/2" HOT MIX ASPHALT, 9.5 mm, ST OVERLAY (BY OTHERS)
- PERMANENT: 2" HOT MIX ASPHALT, 19 mm, ST (BY OTHERS)
- 9" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL ROADWAY ASPHALT PAVEMENT REPAIR



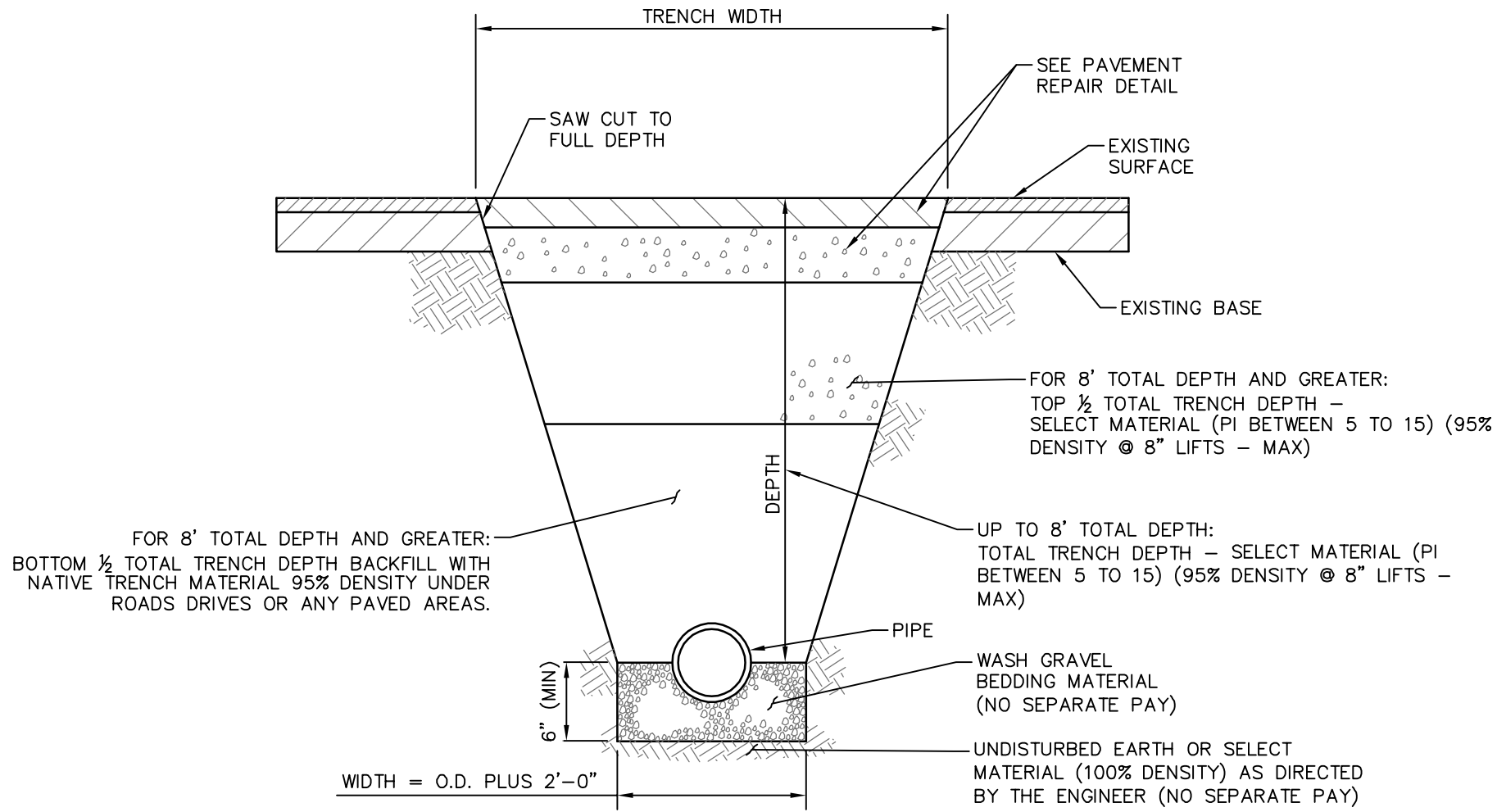
- TEMPORARY: 6" CRUSHED AGGREGATE (SIZE 610) (REMOVE PRIOR TO PAVING)
- PERMANENT: MATCH EXISTING DEPTH, 4" MIN, 3000 PSI CONCRETE W/ FIBER GLASS REINFORCEMENT
- 6" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL DRIVEWAY CONCRETE PAVEMENT REPAIR



- PERMANENT: MATCH EXISTING DEPTH, 2" MIN, HOT MIX ASPHALT, 9.5 mm, ST OVERLAY
- TEMPORARY: 2" CRUSHED AGGREGATE (SIZE 610) (REMOVED PRIOR TO PAVING)
- 6" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL DRIVEWAY ASPHALT PAVEMENT REPAIR



TYPICAL TRENCH IN ROADWAY DETAIL

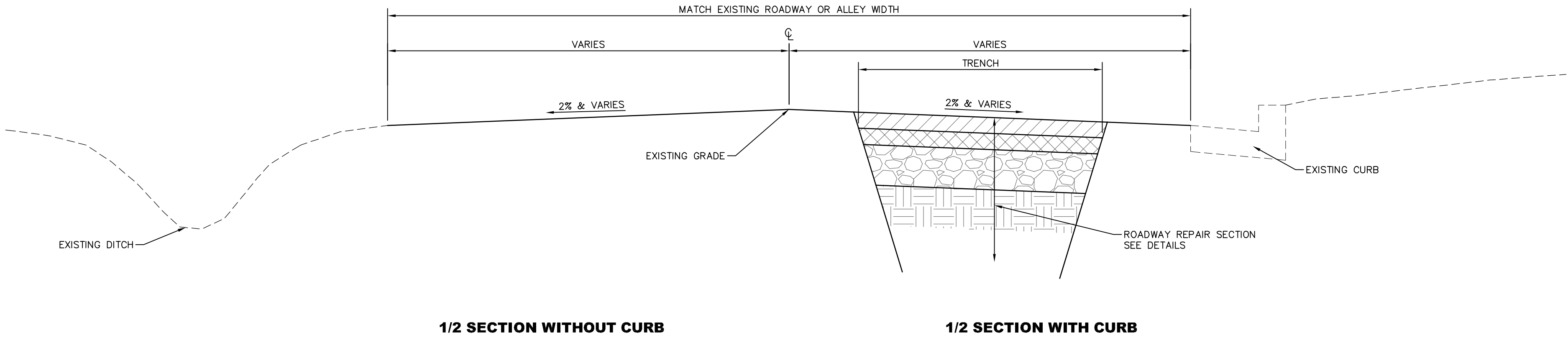
NOTE: TRENCH WIDTHS SHALL BE MINIMIZED BY THE CONTRACTOR TO ONLY THE WIDTH NECESSARY FOR CONSTRUCTION AS DETERMINED BY THE ENGINEER.

BEDDING NOTE: DEPTH SHALL BE AS REQUIRED TO REACH SOLID BASE OF UNDISTURBED EARTH

- PAVEMENT REPAIR NOTES:
1. TEMPORARY CRUSHED AGGREGATE REMOVED DURING PAVING SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
 2. TRENCHES SHALL HAVE A TEMPORARY SURFACE OF CRUSHED AGGREGATE (SIZE 610) TEMPORARY SURFACE INSTALLED FOR A PERIOD OF TIME TO BE DETERMINED BY THE ENGINEER AND REMOVED PRIOR TO PAVING (NO SEPARATE PAY)

PAVEMENT REPAIR NOTES:

1. PAVEMENT DISTURBED AND/OR REMOVED IN/ON THE ROADWAYS, DRIVEWAY APRONS OR OTHER AREAS IN THE PUBLIC RIGHT OF WAY SHALL BE REPAIRED AS NOTED AND MAINTAINED THROUGHOUT THE PROJECT. THE OWNER SHALL BE RESPONSIBLE FOR FINAL PAVING REPAIR OF SAID AREAS.
- 1.1. THE CONTRACTOR SHALL MAINTAIN CRUSHED AGGREGATE TRENCH REPAIR UNTIL THE FINAL COMPLETION OF THE PROJECT OR THE OWNER ELECTS TO PAVE THE TRENCHES OR AS DIRECTED BY THE ENGINEER.
2. PAVEMENT DISTURBED AND/OR REMOVED ON PRIVATE PROPERTY SHALL BE REPAIRED AS DETAILED OR IN KIND, AS DIRECTED BY THE ENGINEER & SHALL BY PAID PER THE APPROPRIATE BID ITEMS.



TYPICAL ROADWAY REPAIR SECTION

NO.	DATE	DESCRIPTION	BY
PAVEMENT REPAIR DETAILS			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 03-04-2022		Working No. PRD1	
Drawing No.: 11290		Sheet No. 37	

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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 SEEDDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDDED.
- 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 SEEDDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

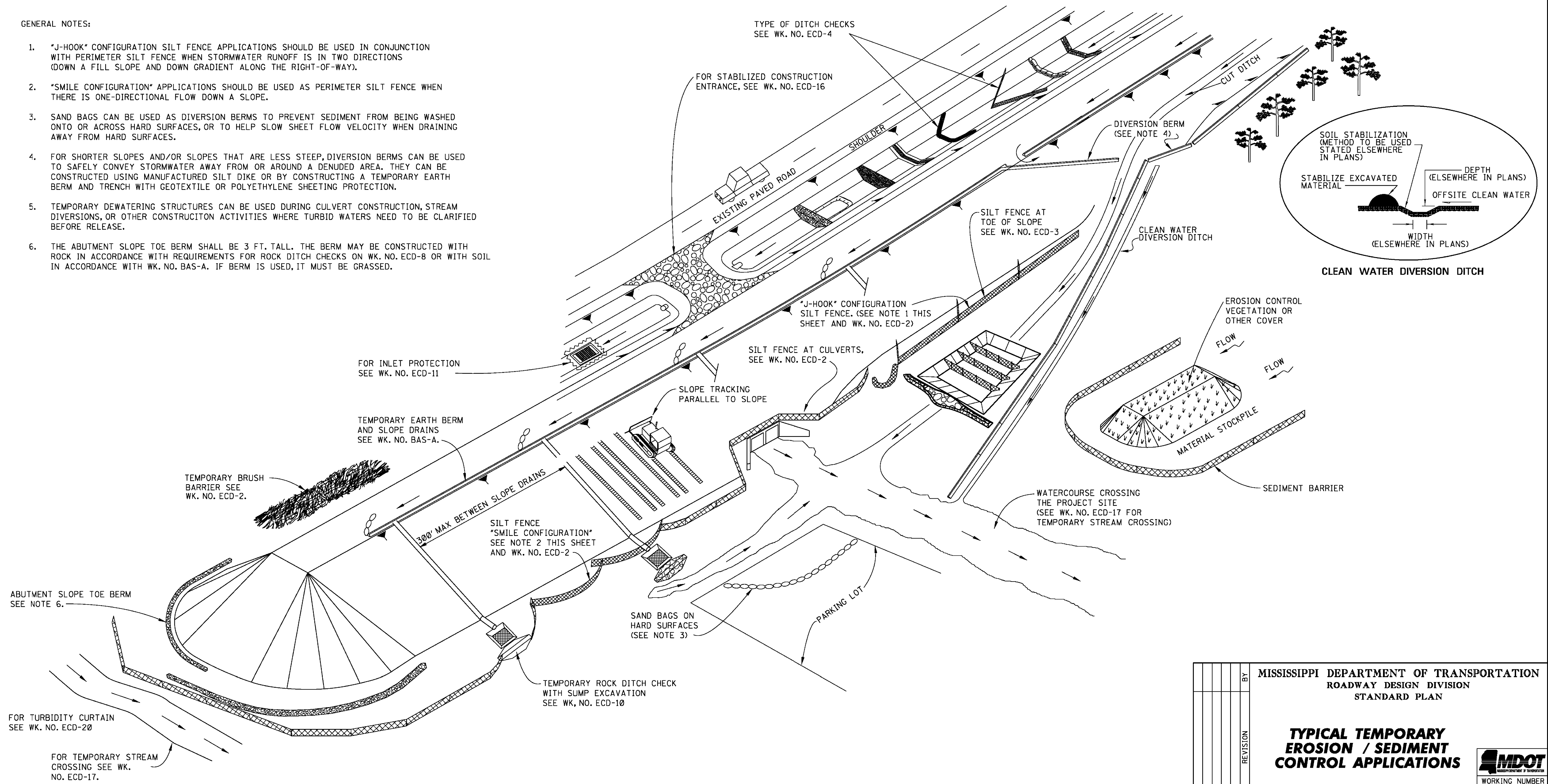
ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

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			
MIDTOWN AREA INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	SLS	Checked by:	SEM Scale: NONE
Date:	03-04-2022	Working No.	VS1
Drawing No.:	11298	Sheet No.	38

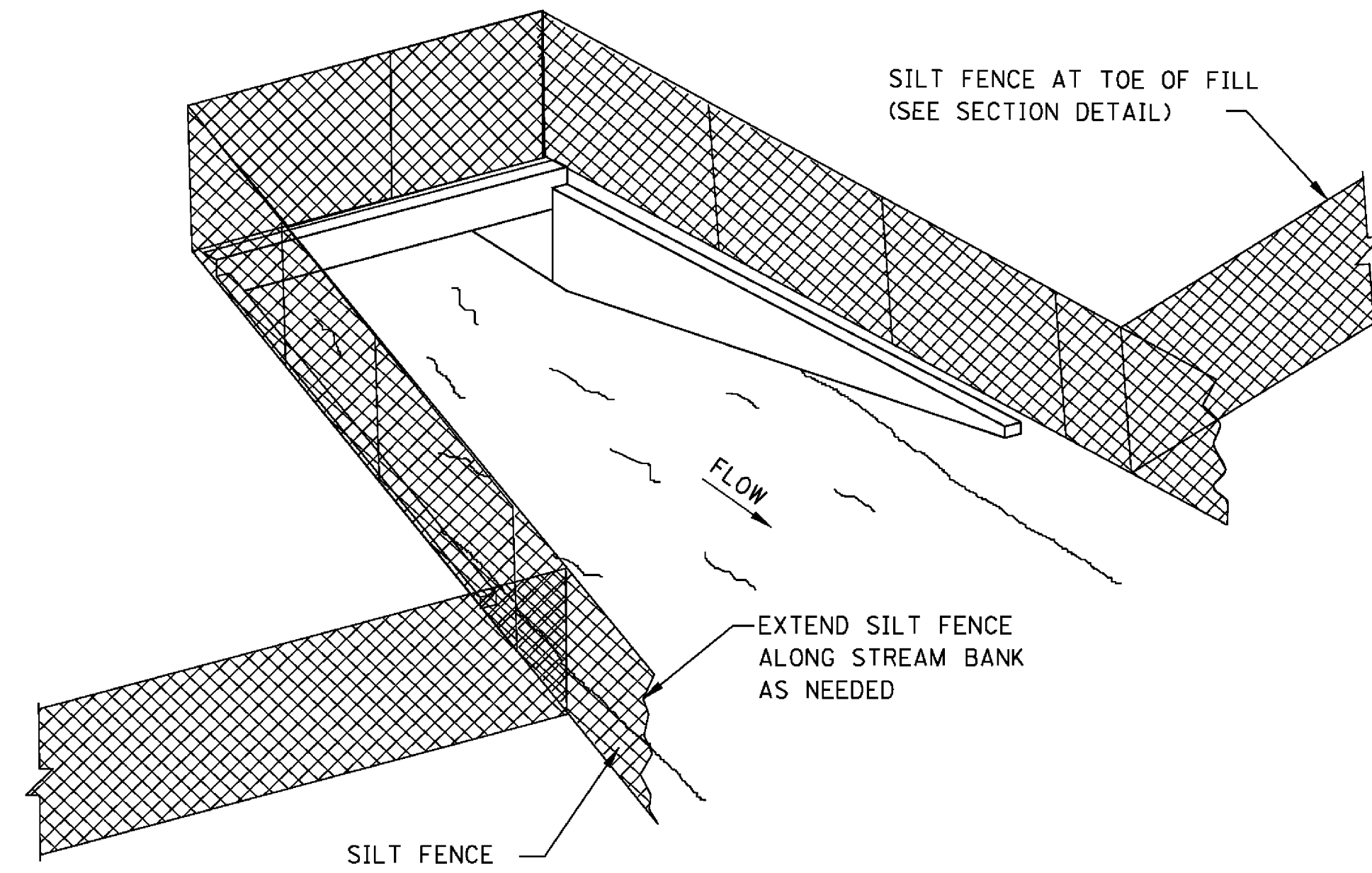
GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.

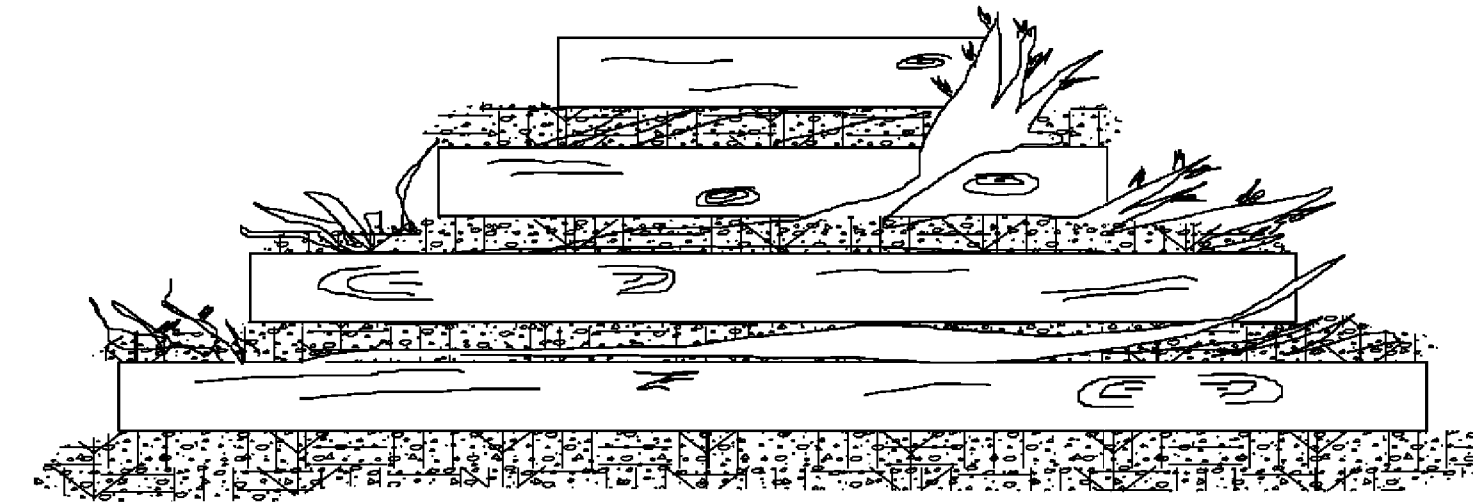


MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS	
WORKING NUMBER ECD-1	
SHEET NUMBER 6101	
ISSUE DATE: AUGUST 01, 2017	

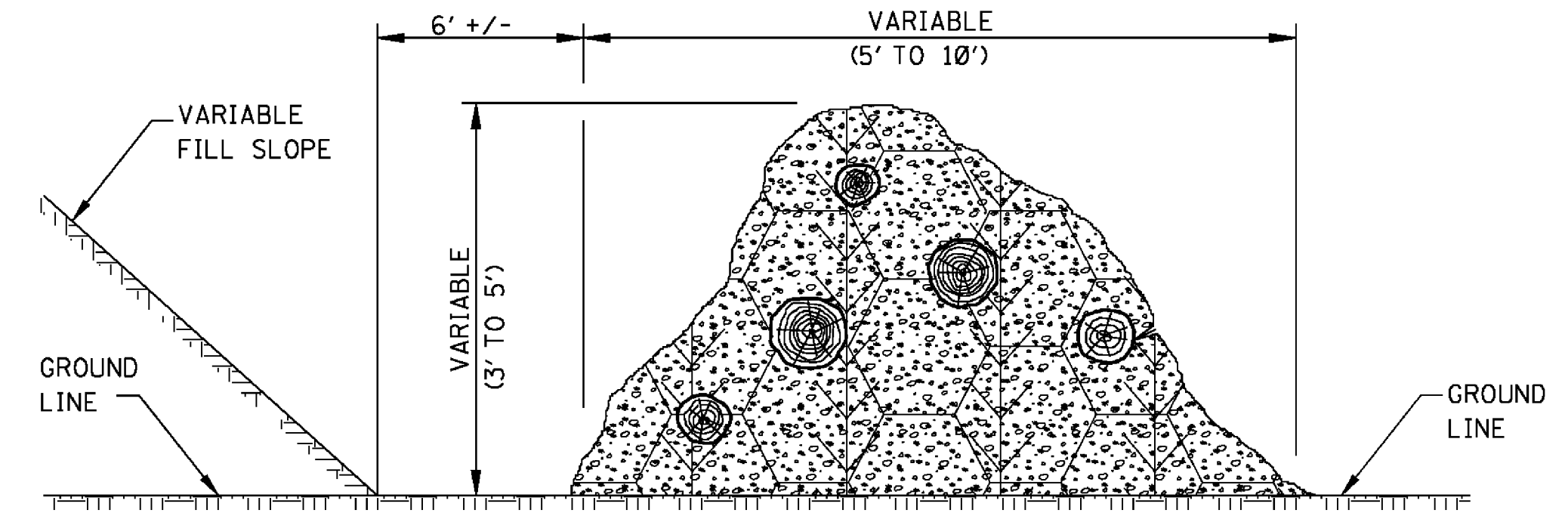
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



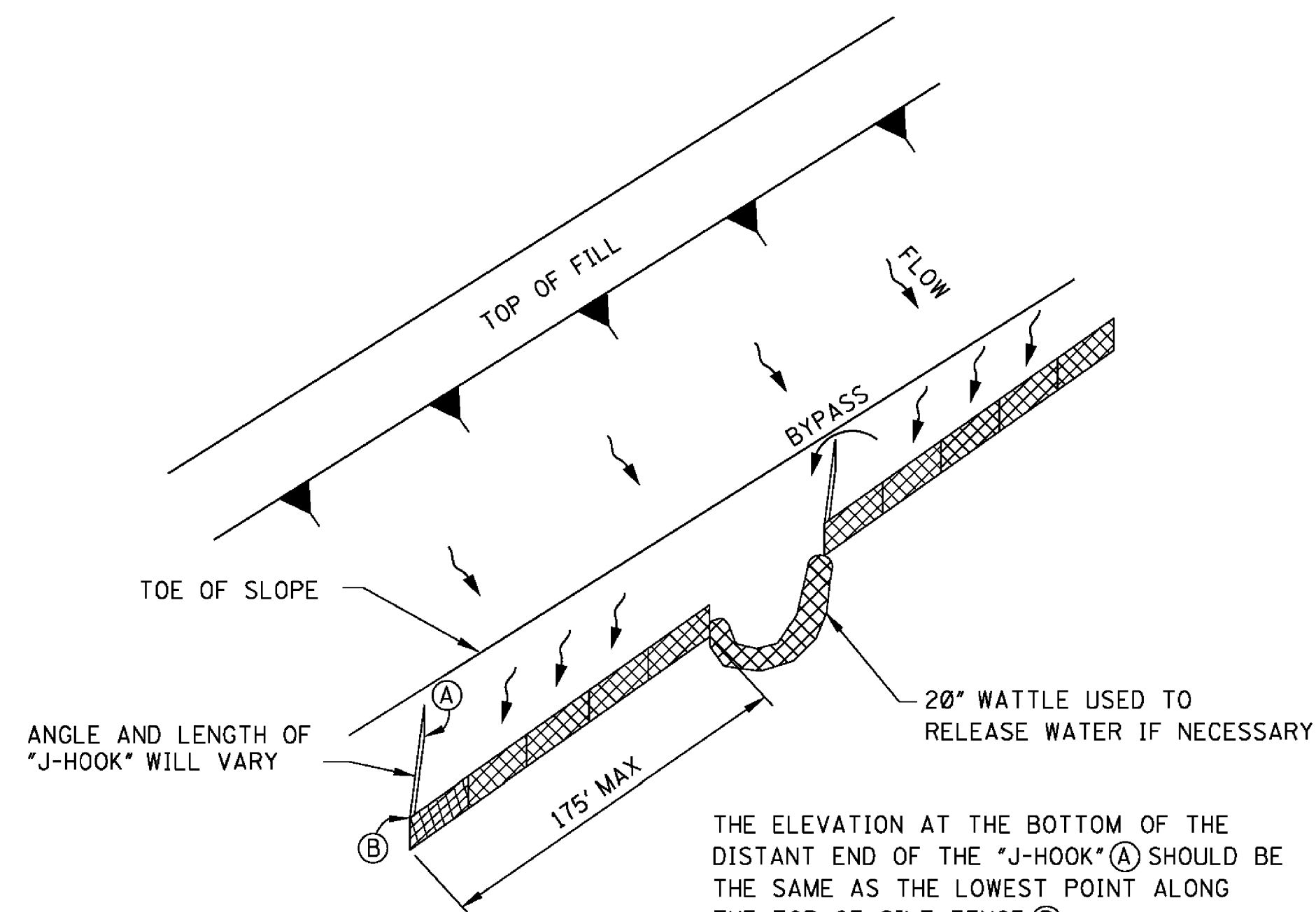
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

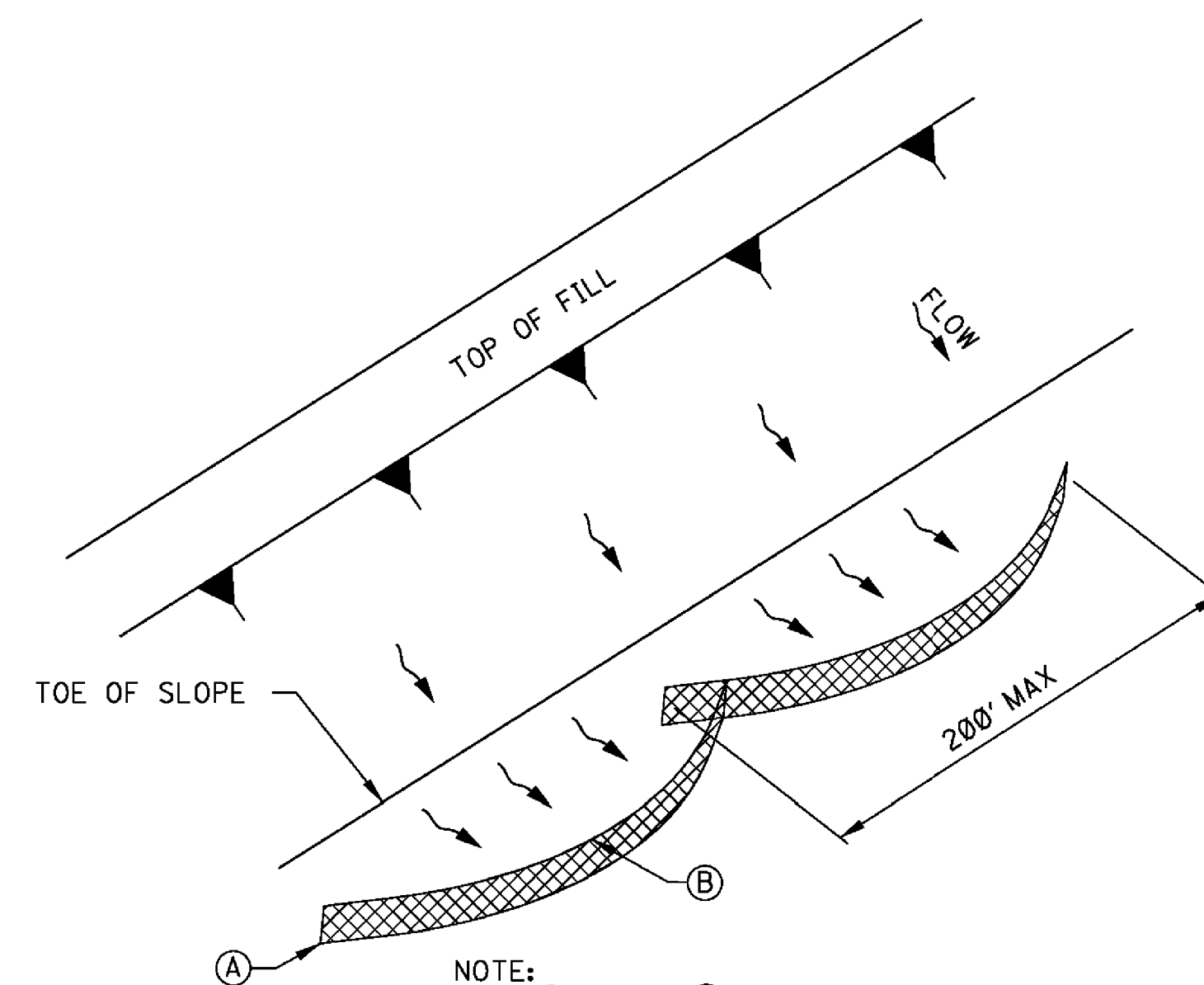
NOTES:

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 HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

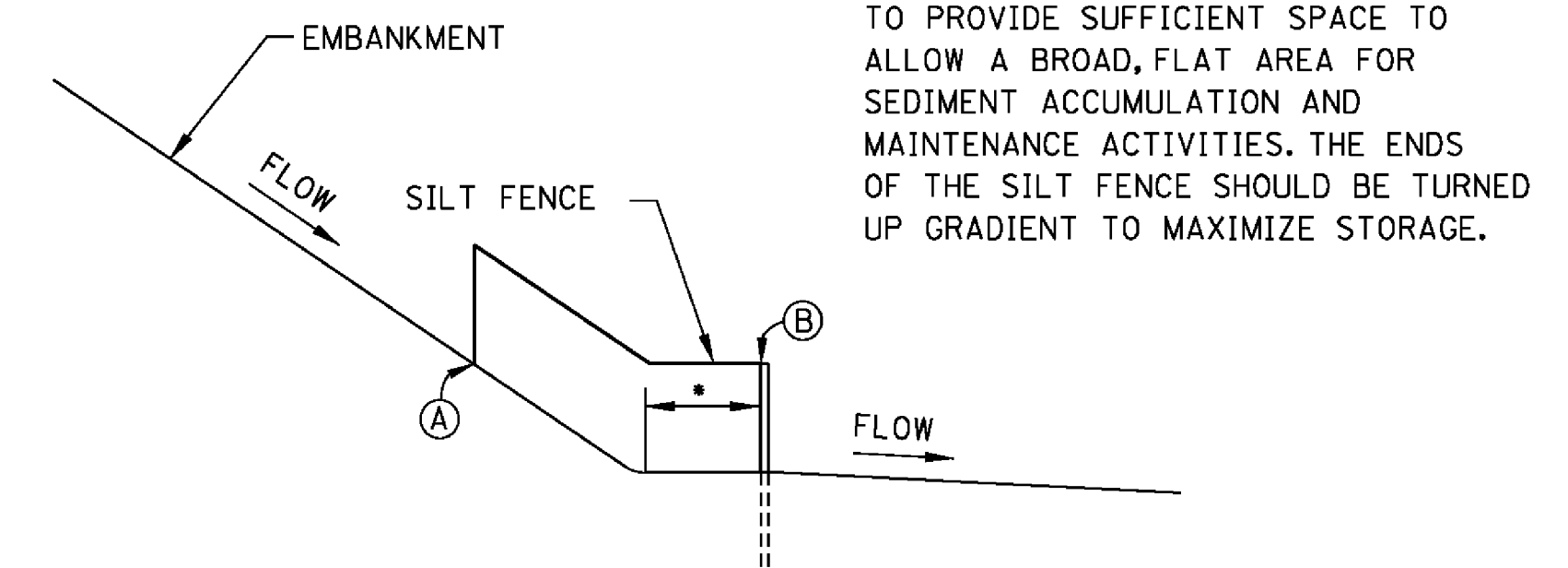
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION

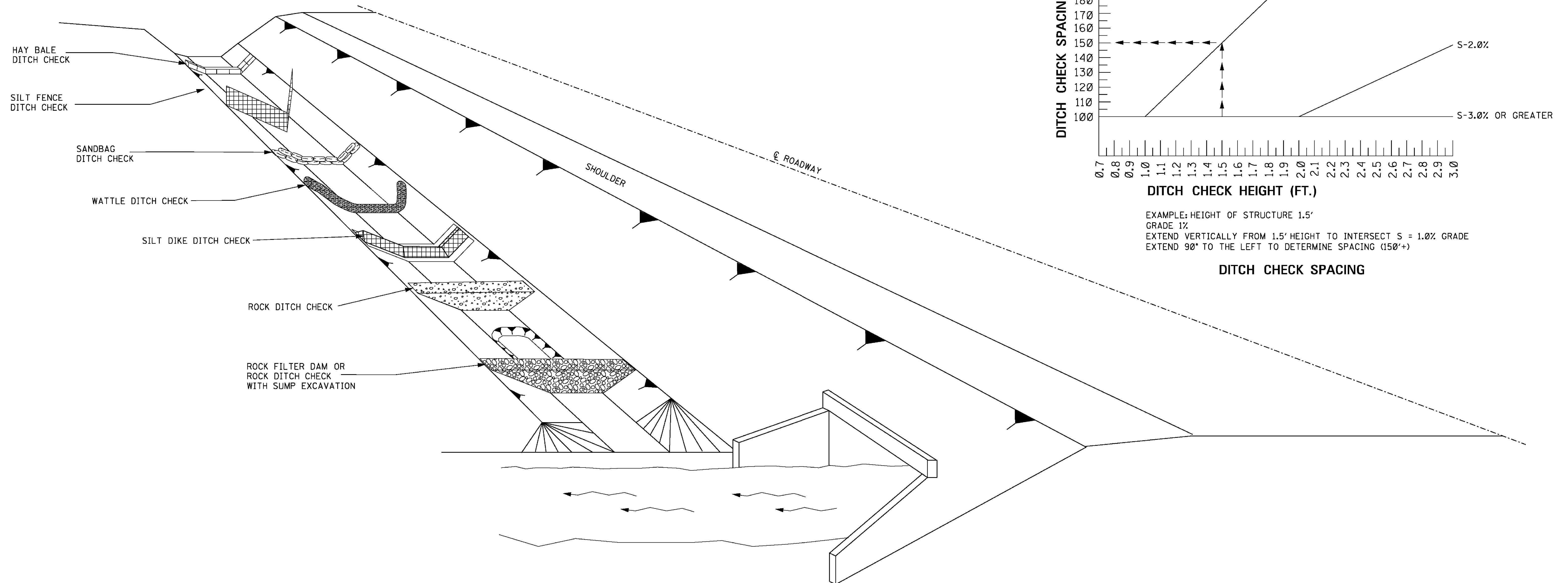


SILT FENCE SECTION AT
TOE OF FILL

- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN <i>DETAILS OF SEDIMENT BARRIER APPLICATIONS</i>	 WORKING NUMBER ECD-2
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	SHEET NUMBER 6102

STATE	PROJECT NO.
MISS.	

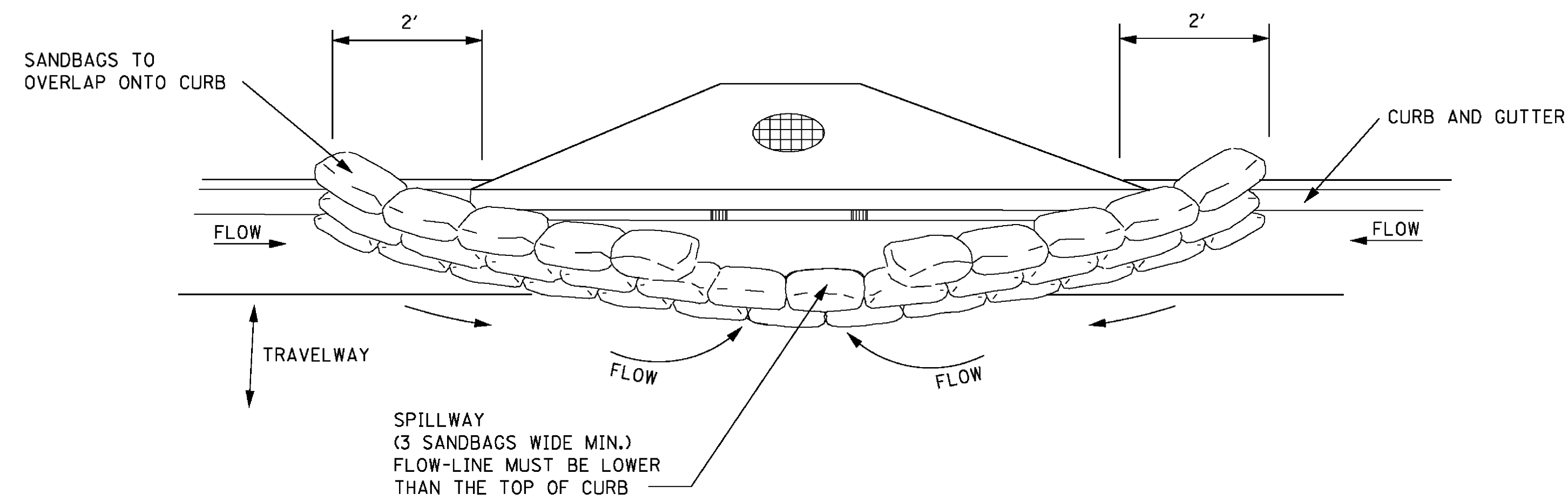


GENERAL NOTES:

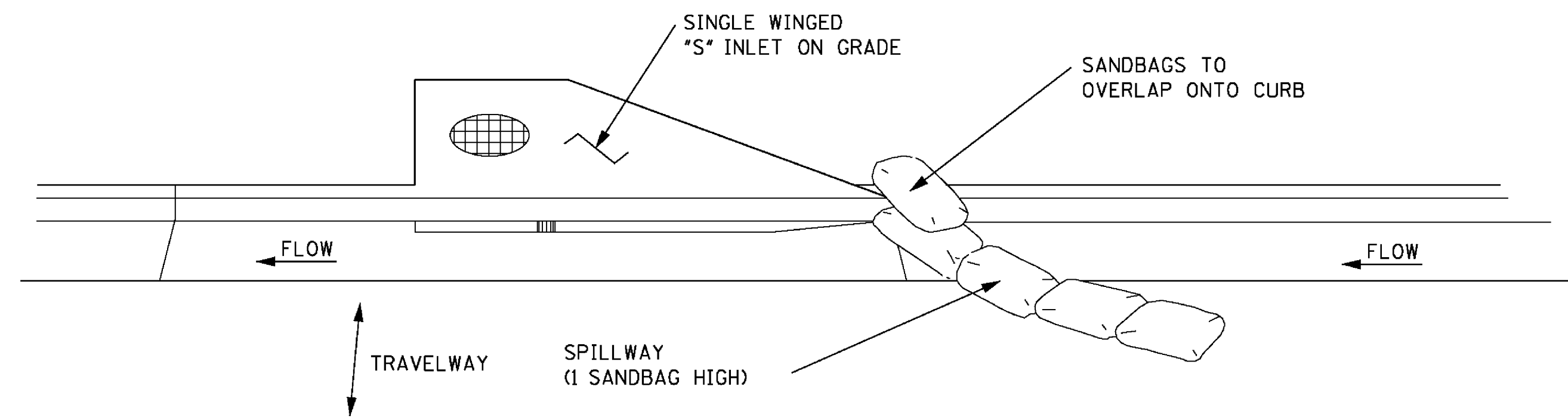
- | | | | |
|----|--|-----|---|
| 1. | THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS. | 7. | WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS. |
| 2. | SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY. | 8. | SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES. |
| 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 $\frac{1}{2}$ 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. | 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. |
| 4. | HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES. | 10. | DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS. |
| 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. | 11. | CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES. |
| 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. | | |

[illegible]

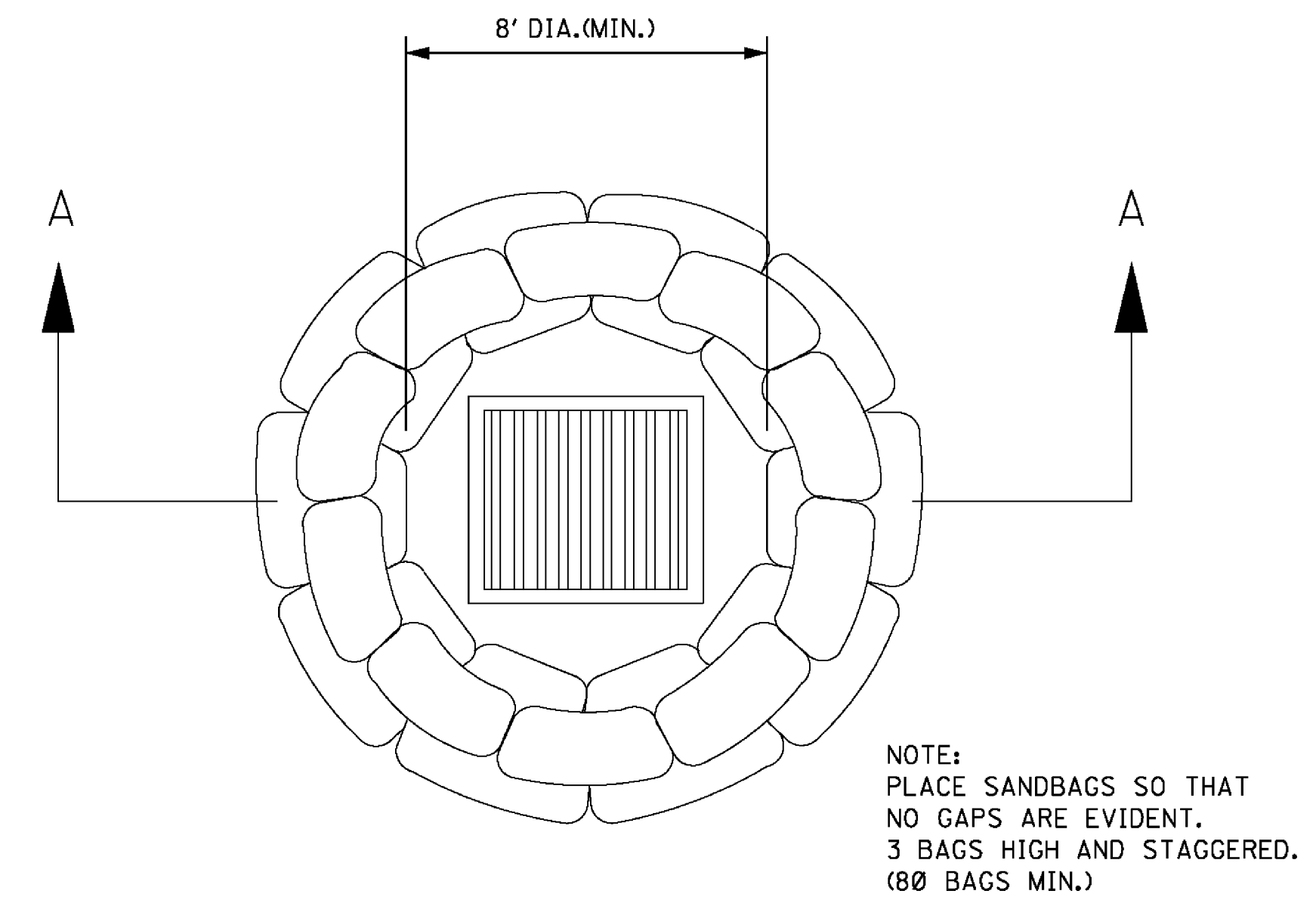
STATE	PROJECT NO.
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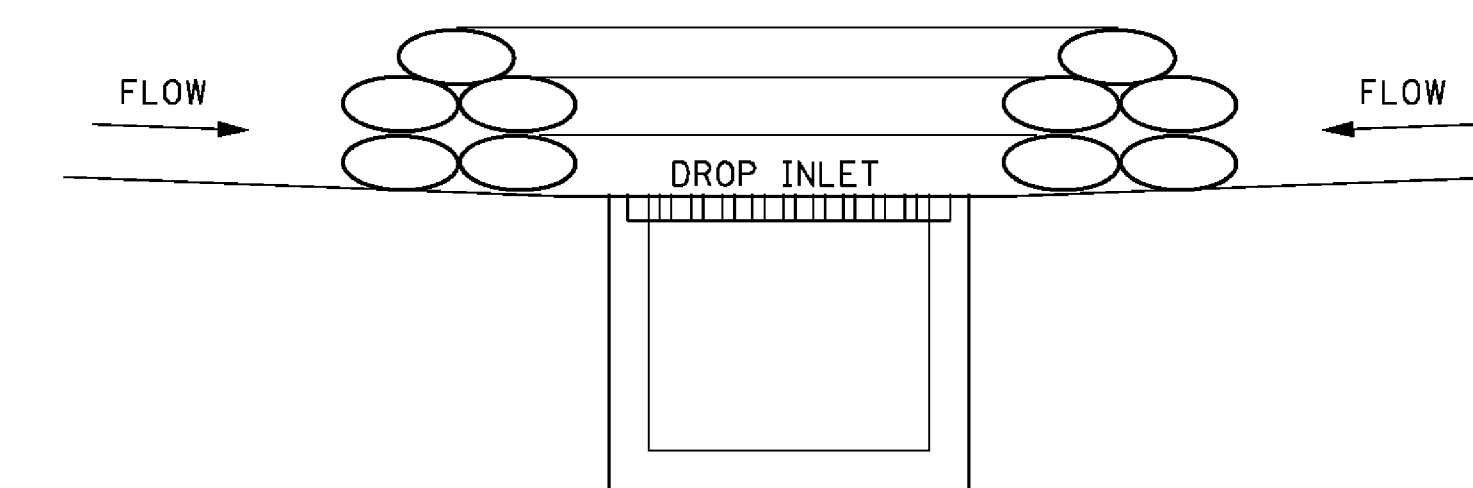
TYPICAL (SANDBAG) PROTECTION FOR INLET IN SAG



TYPICAL (SANDBAG) PROTECTION FOR INLET ON GRADE



DROP INLET
PLAN VIEW

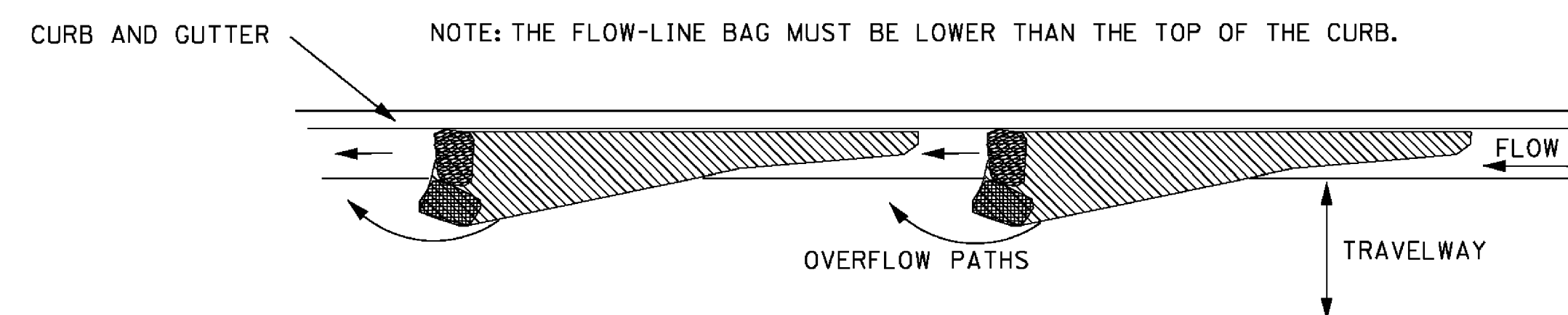


SECTION A-A

SANDBAG BARRIER

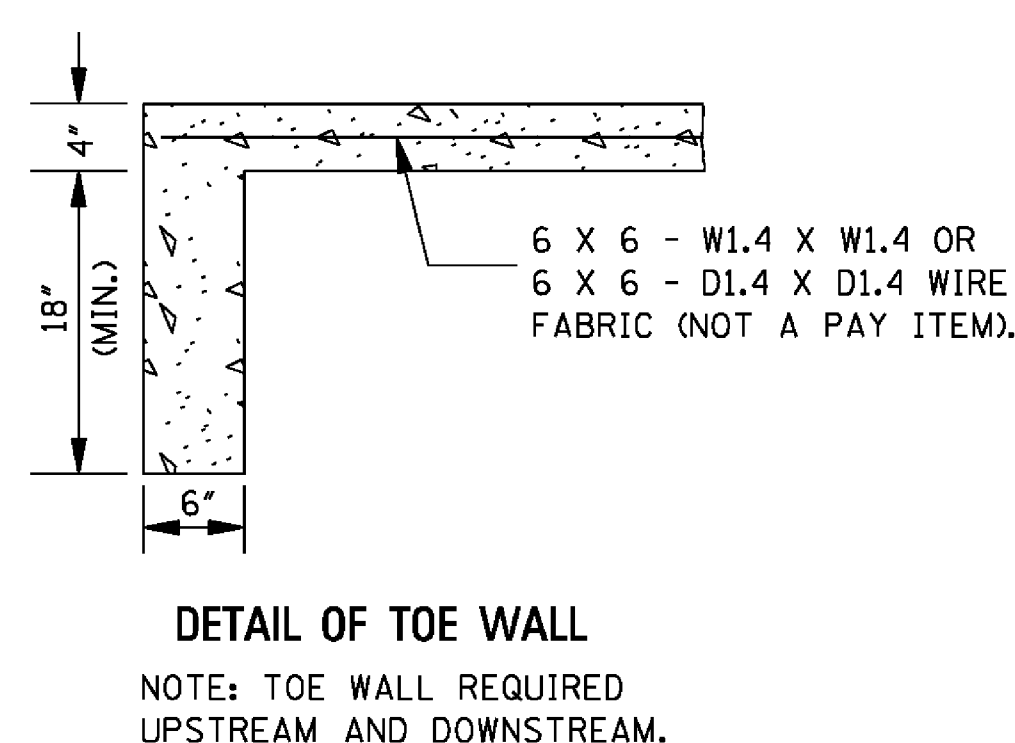
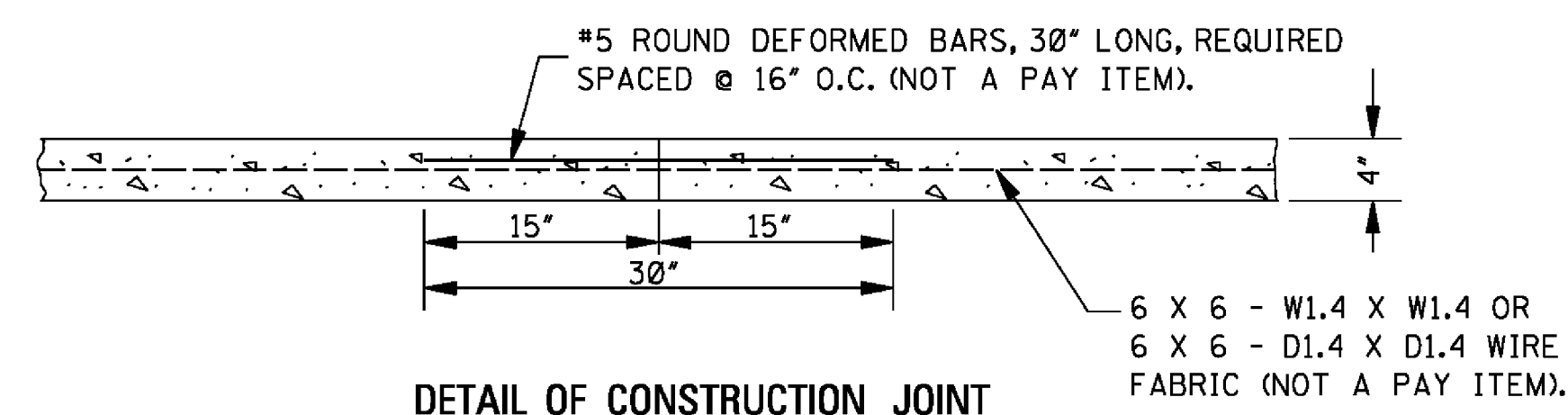
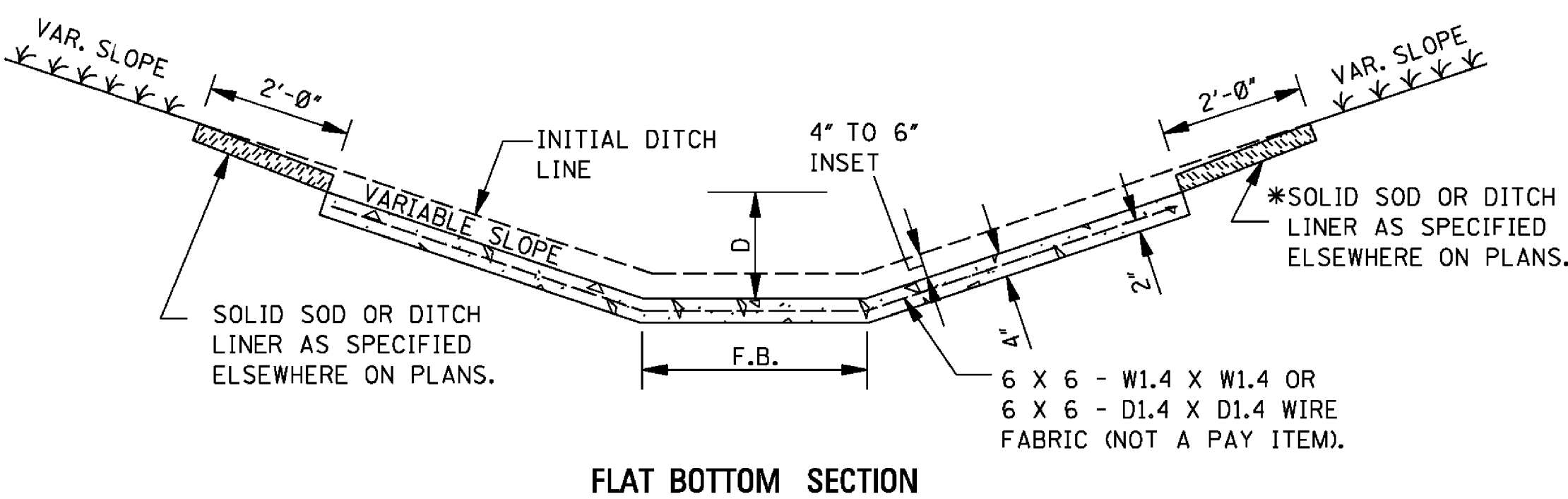
CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTROL SEDIMENT.



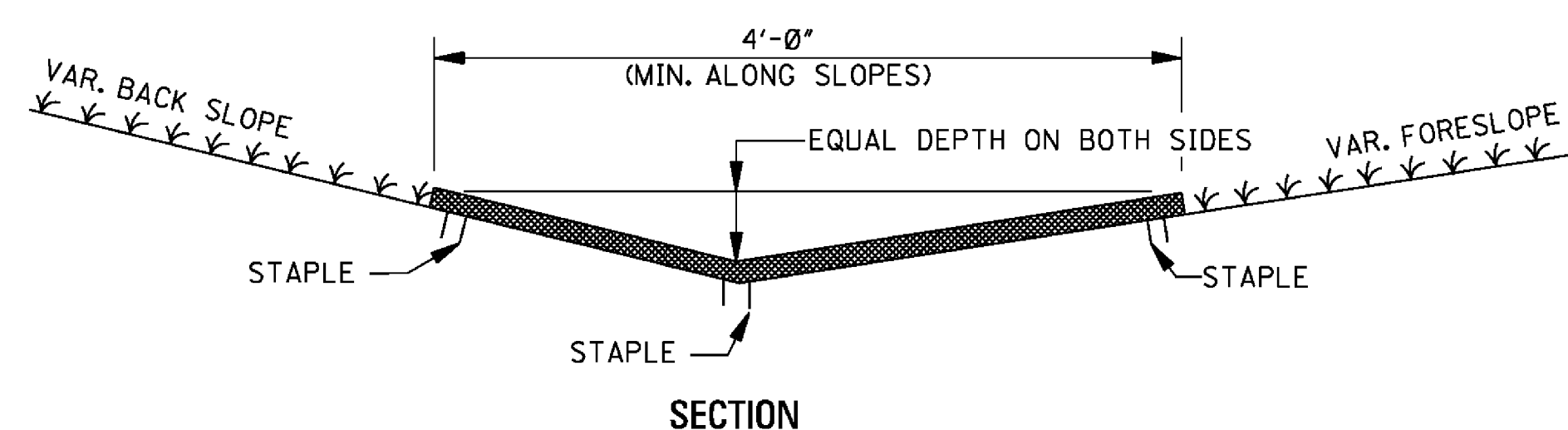
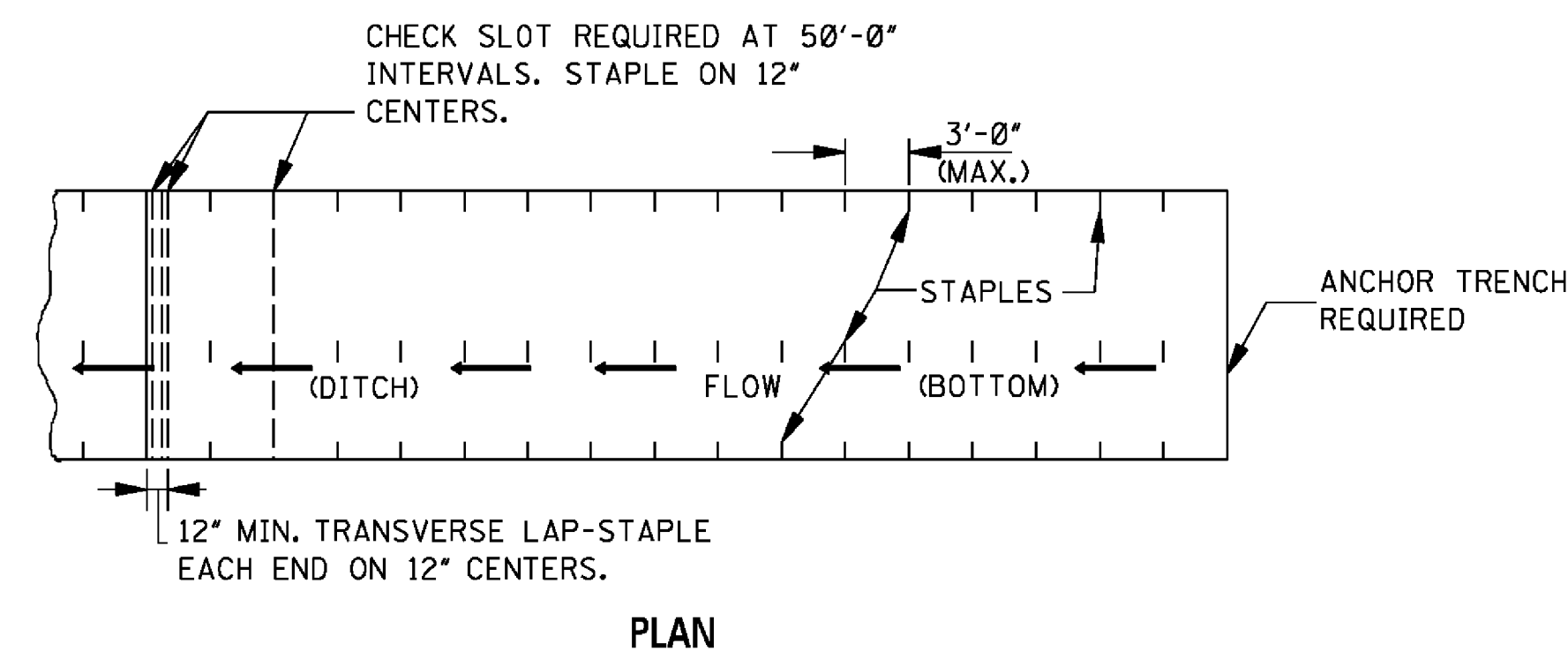
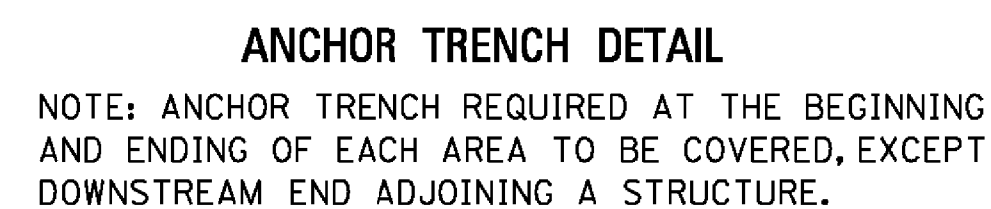
CURB AND GUTTER SEDIMENT CONTAINMENT SYSTEM

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN INLET PROTECTION DETAILS OF SANDBAGS	 WORKING NUMBER ECD-15
			REVISION			
			DATE	ISSUE DATE: AUGUST 01, 2017		

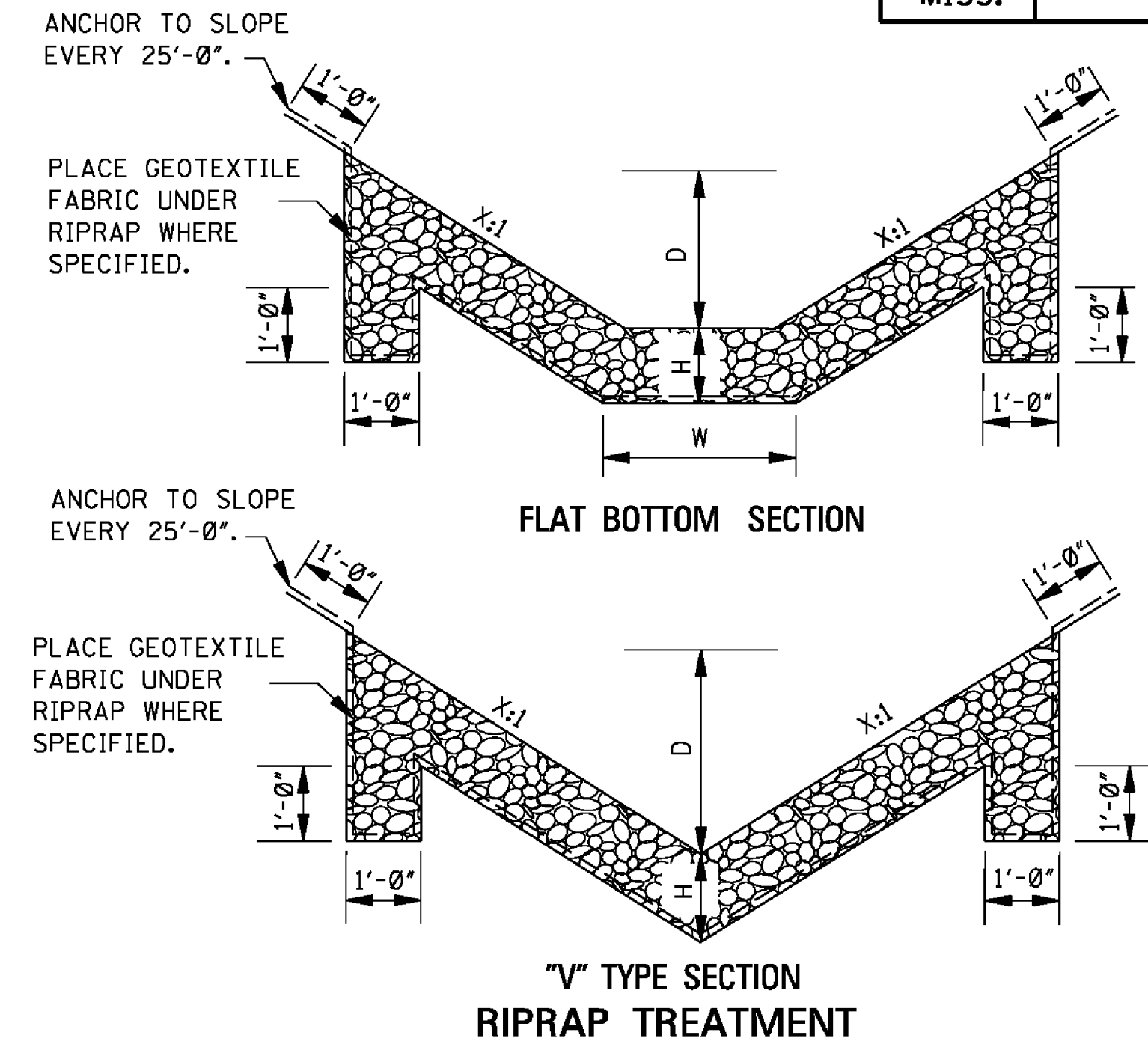


NOTES:

1. CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
2. DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
3. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.
- * 4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.



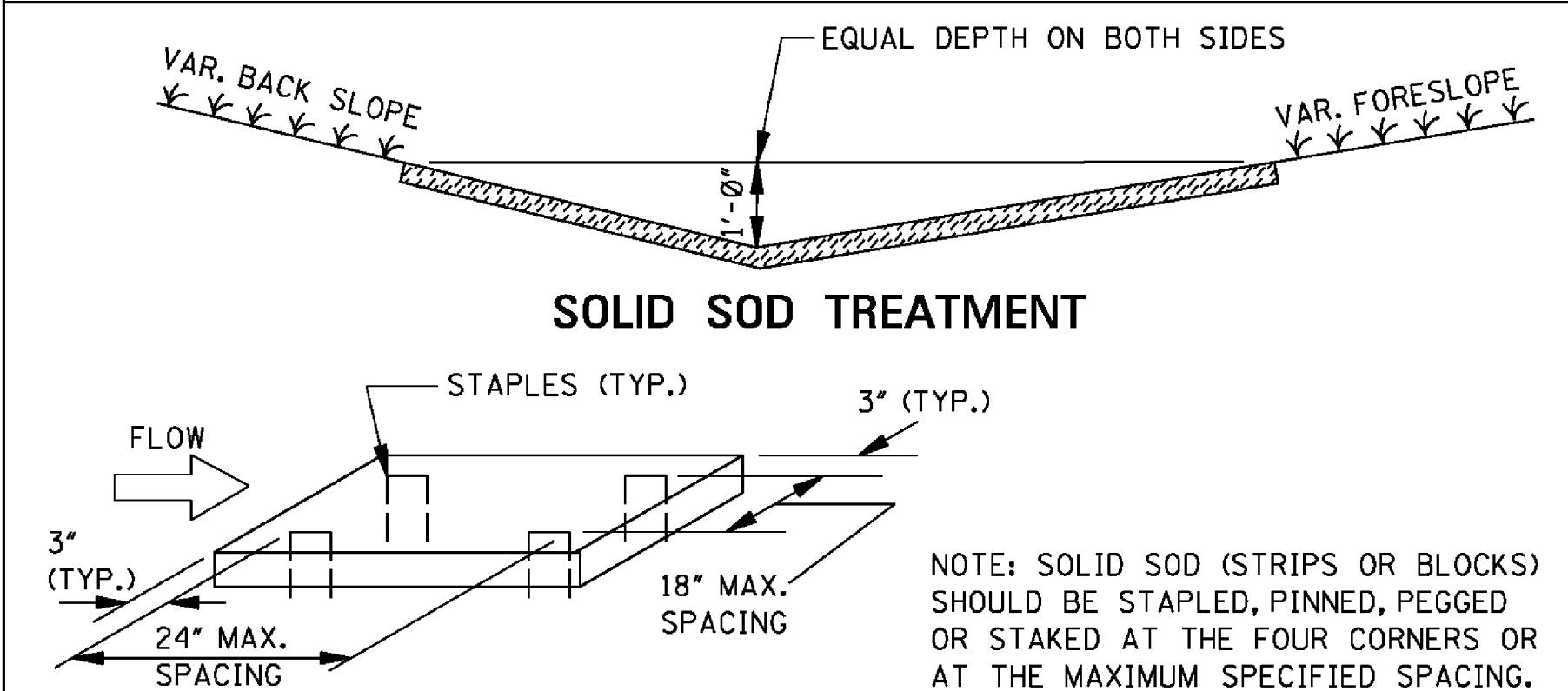
NOTE: DITCHES TREATED WITH DITCH LINER
WILL BE VEGETATED PRIOR TO TREATMENT,
UNLESS OTHERWISE INDICATED.



NOTES:

1. DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
2. THE RIPRAP SIZE AND MINIMUM DEPTH "H" FOR RIPRAP TREATMENT ARE AS FOLLOWS.

RIPRAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIPRAP SIZE (lbs)
12"	100
18"	300



GENERAL NOTE:

1. FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

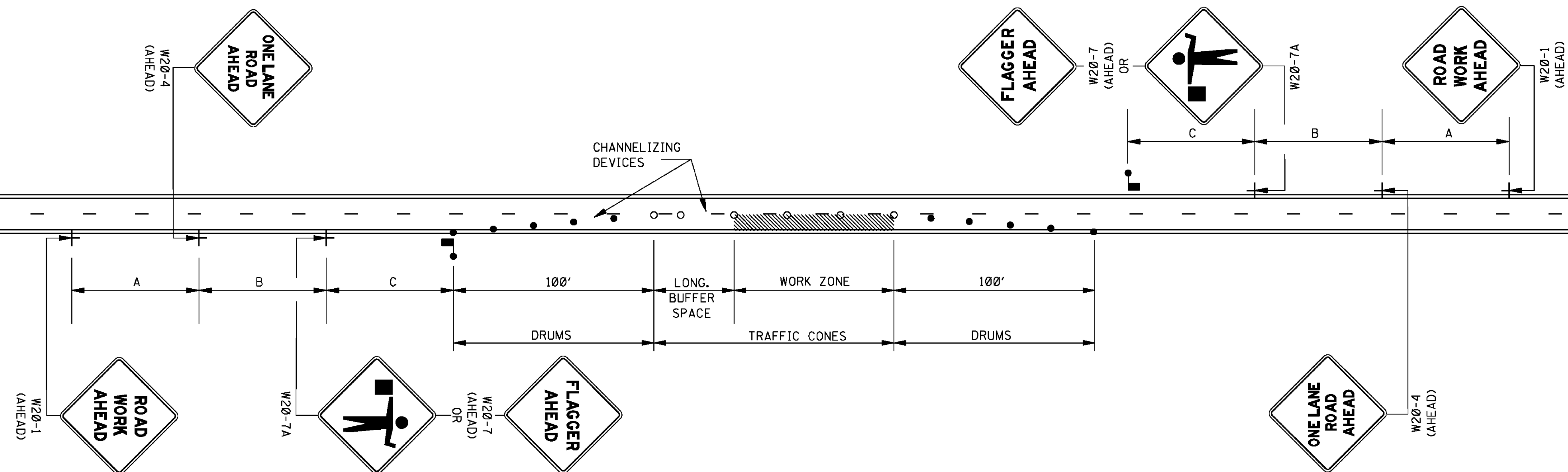
 DITCH LINER
 SOLID SOD
 CONCRETE PAVED DITCH
 RIPRAP

GENERAL NOTE:

1. FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

	DITCH LINER
	SOLID SOD
	CONCRETE PAVED DITCH
	RIPRAP

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN <i>DETAILS OF TYPICAL DITCH TREATMENTS</i>	 WORKING NUMBER DT-1
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	SHEET NUMBER 6123



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

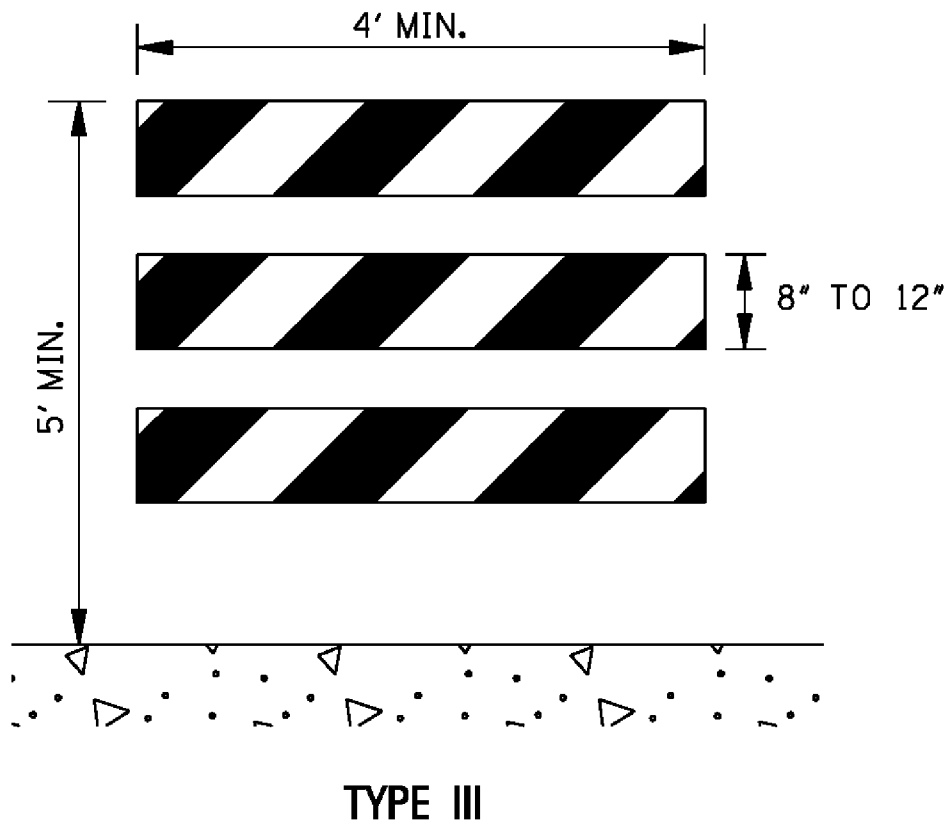
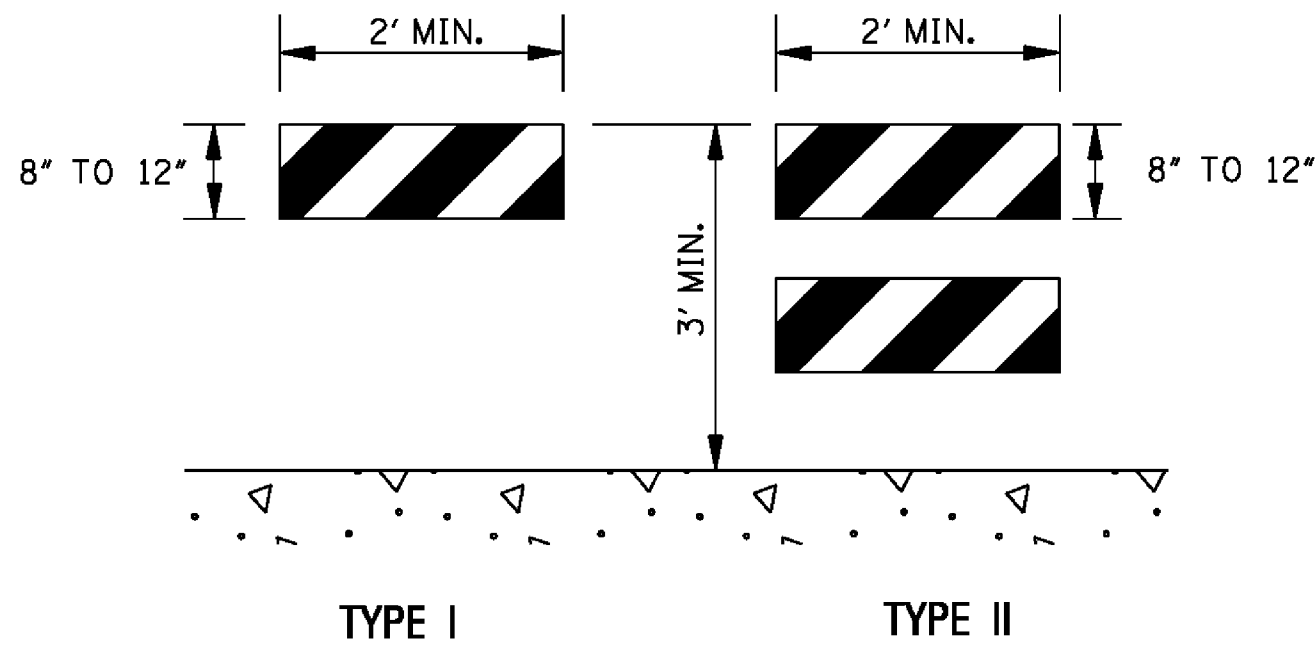
† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

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

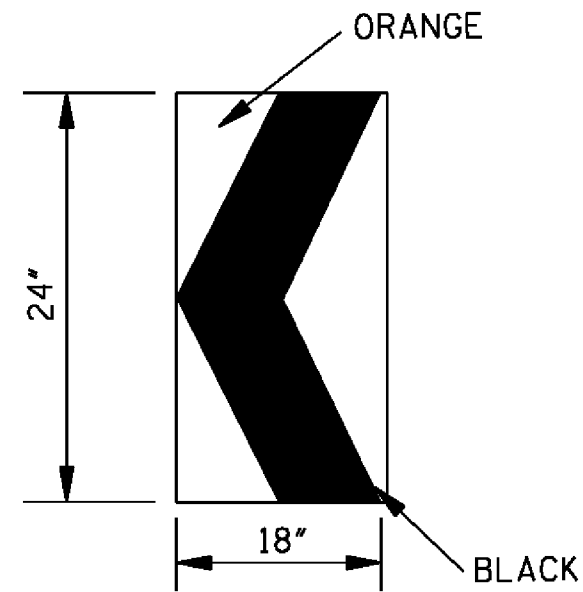
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

[illegible]



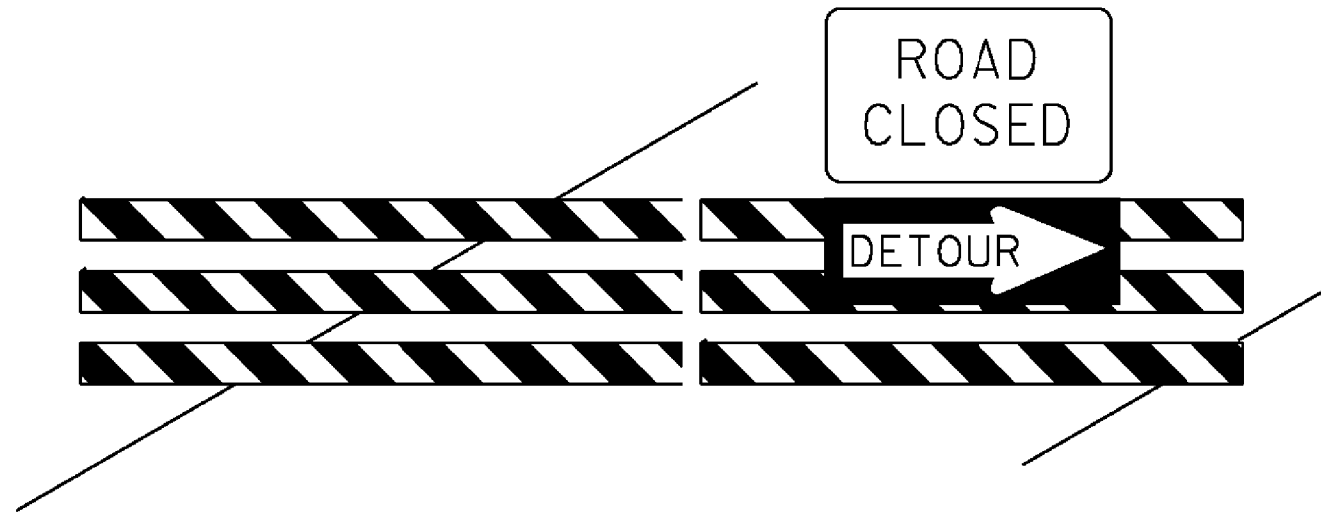
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

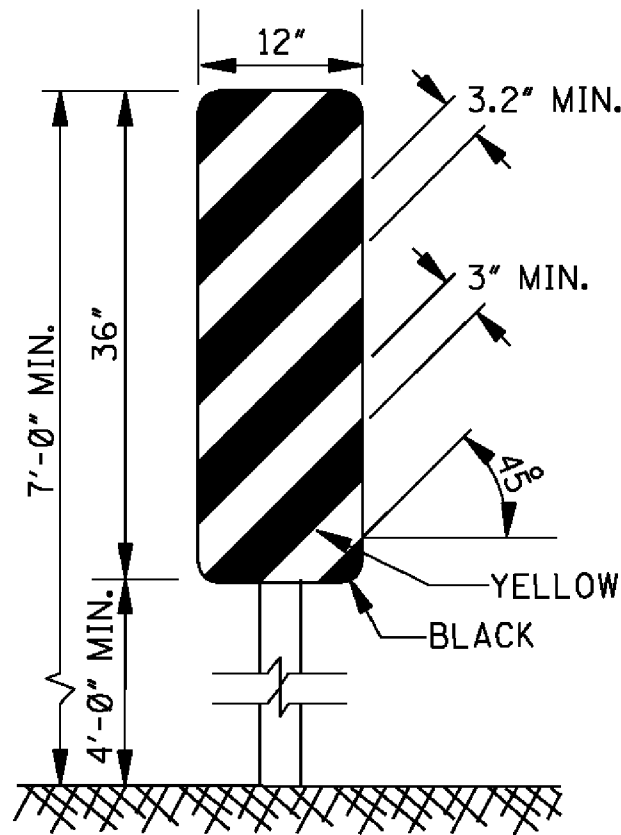


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

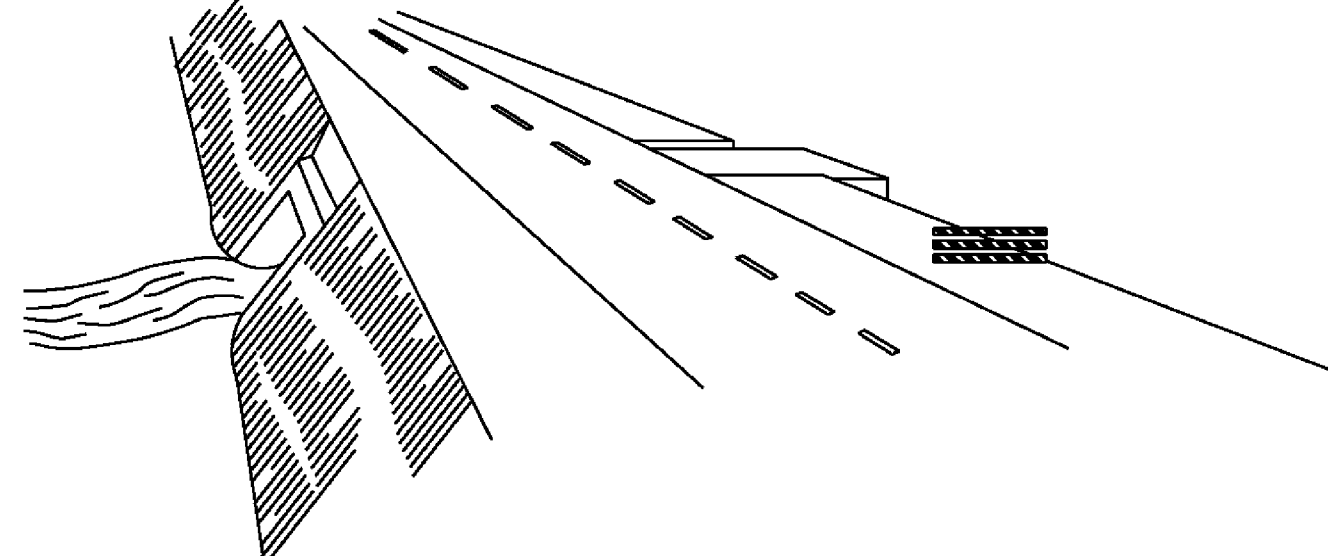
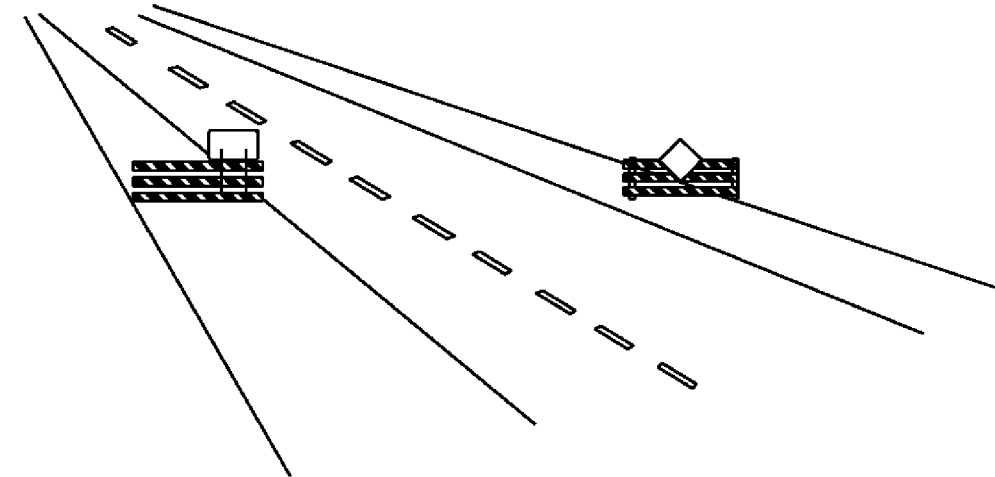
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL**	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



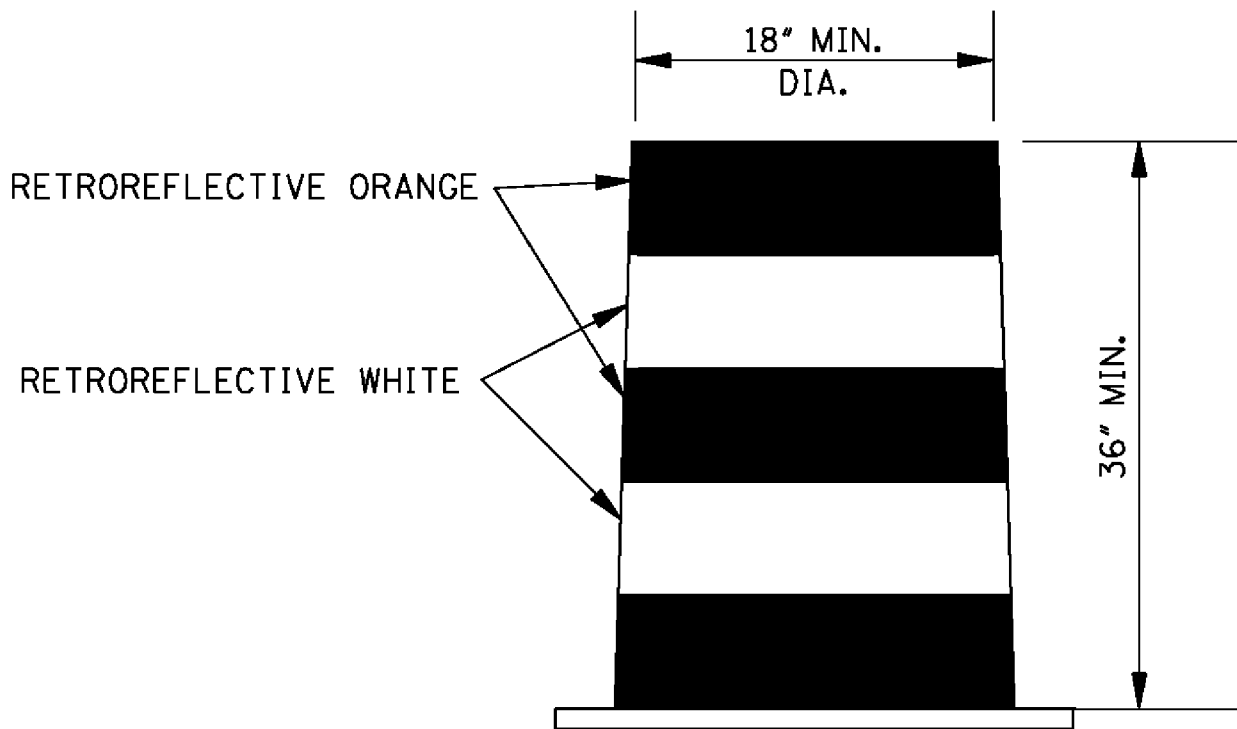
TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
				ISSUE DATE:	AUGUST 01, 2017

**HIGHWAY SIGN AND
BARRICADE DETAILS
FOR CONSTRUCTION
PROJECTS**

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

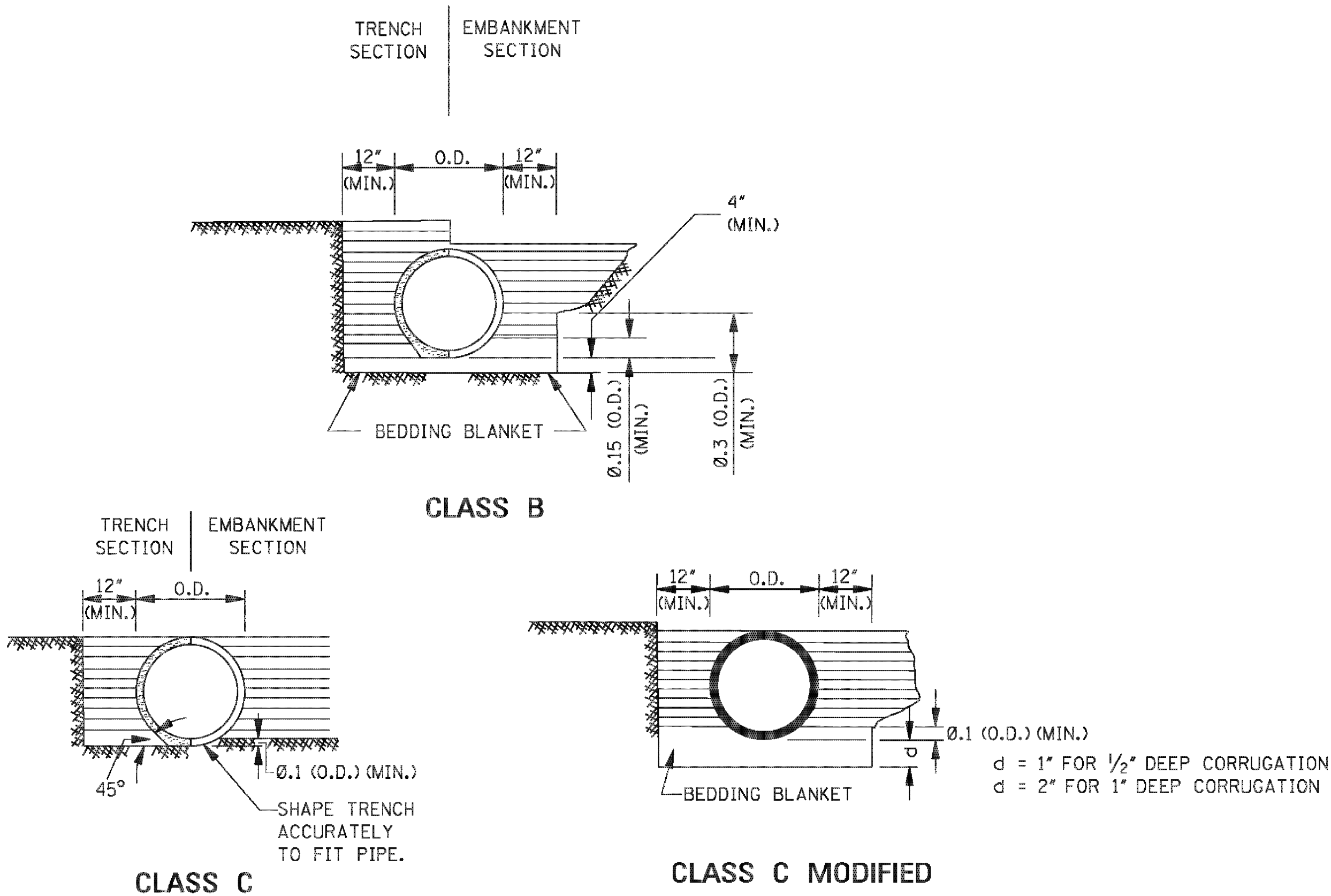
WORKING NUMBER
TCP-8

SHEET NUMBER
6358

STATE	PROJECT NO.
MISS.	

CORRUGATED STEEL AND ALUMINUM PIPE (ROUND)						
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft)				
		SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2 2/3" X 1/2" CORRUGATED STEEL HELICAL	3" X 1" OR 5" X 1" CORRUGATED STEEL HELICAL	2 2/3" X 1/2" CORRUGATED ALUMINUM HELICAL		
12"	12"	207' / - / 125'	259' / - / 157'	- / - / -	- / - / -	- / - / -
15"	12"	165' / - / 100'	207' / - / 125'	- / - / -	- / - / -	- / - / -
18"	12"	138' / - / 83'	172' / - / 104'	242' / - / -	- / - / -	- / - / -
24"	12"	103' / - / 62'	129' / - / 78'	181' / - / 109'	- / - / -	- / - / -
30"	12"	82' / - / -	103' / - / 69'	145' / - / 97'	- / - / -	- / - / -
36"	12"	68' / - / -	86' / - / 62'	120' / - / 87'	155' / - / 94'	- / - / -
42"	12"	58' / - / -	73' / - / 51'	103' / - / 73'	133' / - / 80'	163' / - / -
48"	12"	51' / - / -	64' / - / -	90' / - / 62'	116' / - / 70'	142' / - / 85'
54"	12"	- / 46' / -	57' / 58' / -	80' / 82' / 54'	103' / 106' / 62'	126' / 129' / 76'
60"	12"	- / 42' / -	- / 52' / -	72' / 74' / 48'	93' / 95' / 52'	114' / 116' / 64'
66"	12"	- / 38' / -	- / 47' / -	- / 66' / -	84' / 86' / -	103' / 106' / 52'
72"	12"	- / 35' / -	- / 43' / -	- / 61' / -	77' / 79' / -	94' / 97' / 43'
78"	12"	- / 32' / -	- / 40' / -	- / 56' / -	- / 73' / -	84' / 89' / -
84"	12"	- / 29' / -	- / 37' / -	- / 52' / -	- / 68' / -	72' / 83' / -
90"	12"	- / 27' / -	- / 34' / -	- / 49' / -	- / 63' / -	- / 77' / -
96"	12"	- / - / -	- / 32' / -	- / 46' / -	- / 59' / -	- / 72' / -
102"	24"	- / - / -	- / 30' / -	- / 43' / -	- / 55' / -	- / 68' / -
108"	24"	- / - / -	- / - / -	- / 40' / -	- / 52' / -	- / 64' / -
114"	24"	- / - / -	- / - / -	- / 38' / -	- / 50' / -	- / 61' / -
120"	24"	- / - / -	- / - / -	- / 36' / -	- / 47' / -	- / 58' / -

NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36/M 36 & AASHTO M 196/M 196).



MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE		
CLASS OF PIPE	MAXIMUM COVER (ft)	
	CLASS "C" BEDDING	CLASS "B" BEDDING
III	12'	19'
IV	18'	30'
V	28'	48'
SPECIAL DESIGN	>28'	>48'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

CORRUGATED METAL PIPE ARCHES						
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM COVER	STEEL		ALUMINUM	
			MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)
				† 4 tons/ft ²		† 4 tons/ft ²
			2 2/3" X 1/2" CORRUGATION HELICAL		2 2/3" X 1/2" CORRUGATION RIVETED OR HELICAL	
15"	17" X 13"	12"	0.064"	13'	0.060"	13'
18"	21" X 15"	12"	0.064"	12'	0.060"	12'
24"	28" X 20"	12"	0.064"	12'	0.075"	12'
30"	35" X 24"	12"	0.064"	12'	0.075"	12'
36"	42" X 29"	12"	0.064"	12'	0.105"	12'
42"	49" X 33"	12"	0.079"	12'	0.105"	12'
48"	57" X 38"	12"	0.109"	12'	0.135"	12'
54"	64" X 43"	12"	0.109"	12'	0.135"	12'
60"	71" X 47"	12"	0.138"	12'	0.164"	12'
66"	77" X 52"	12"	0.168"	12'		
72"	83" X 57"	12"	0.168"	12'		
			3" X 1" CORRUGATION HELICAL / 5" X 1" CORRUGATION HELICAL			
48"	53" X 41"	12" / -	0.079" / -	12' / -		
54"	60" X 46"	15" / -	0.079" / -	20' / -		
60"	66" X 51"	15" / -	0.079" / -	20' / -		
66"	73" X 55"	18" / -	0.079" / -	20' / -		
72"	81" X 59"	18" / 18'	0.079" / 0.109"	17' / 17'		
78"	87" X 63"	18" / 18'	0.079" / 0.109"	16' / 16'		
84"	95" X 67"	18" / 18'	0.079" / 0.109"	16' / 16'		
90"	103" X 71"	18" / 18'	0.109" / 0.109"	16' / 16'		
96"	112" X 75"	21" / 21'	0.109" / 0.109"	16' / 16'		
102"	117" X 79"	21" / 21'	0.109" / 0.109"	16' / 16'		
108"	128" X 83"	24" / 24'	0.138" / 0.138"	16' / 16'		
114"	137" X 87"	24" / 24'	0.138" / 0.138"	16' / 16'		
120"	142" X 91"	27" / 27'	0.168" / 0.168"	16' / 16'		

NOTES:
1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36/M 36 & AASHTO M 196/M 196).

† 2. BEARING PRESSURES FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.

- GENERAL NOTES:
1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
 2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
 3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTOR'S EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.
 4. THE BACKFILL SHALL BE EITHER CLASS "B", CLASS "C", OR CLASS "C" MODIFIED. A MINIMUM COMPACTION LEVEL OF 95% STANDARD PROCTOR DENSITY PER AASHTO T99 SHALL BE ACHIEVED BY USE OF VIBRATORY PLATE, HYDROHAMMER TYPE COMPACTIONERS SHALL NOT BE USED OVER THE PIPE. ALL COMPACTION EQUIPMENT USED SHALL BE APPROVED BY THE ENGINEER.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION	PIPE CULVERT INSTALLATION	
				DATE	ISSUE DATE: AUGUST 01, 2017	WORKING NUMBER PI-1 SHEET NUMBER 6501

STANDARD INSTALLATION DETAIL

TABLE 1: BEDDING AND BACKFILL REQUIREMENTS

BEDDING AND BACKFILL REQUIREMENTS FOR NON-RIGID PIPE IN CROSS DRAIN AND STORM DRAIN APPLICATIONS	
A.	BEDDING SHALL BE CLASS B IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
B.	BACKFILL MATERIAL SHALL BE ONE OF THE FOLLOWING: 1. FLOWABLE FILL IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION. 2. CRUSHED STONE AGGREGATE BACKFILL IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
IF FLOWABLE FILL IS UTILIZED, CARE SHALL BE TAKEN TO PREVENT "FLOATING" OF THE PIPE. THE COST OF FURNISHING AND PLACING THE REQUIRED BEDDING AND BACKFILL MATERIAL INDICATED IN A AND B SHALL BE INCLUDED IN THE UNIT COST OF THE NON-RIGID PIPE ALTERNATE, I.E., THERE IS NO SEPARATE PAY ITEM FOR NON-RIGID PIPE BEDDING AND BACKFILL MATERIAL.	
BEDDING AND BACKFILL REQUIREMENTS FOR NON-RIGID PIPE IN SIDE DRAIN APPLICATIONS	
A.	BEDDING SHALL BE CLASS C IN ACCORDANCE WITH THE MISSISSIPPI SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
B.	BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. PIPES THAT SERVE AS A SIDE DRAIN ON DEPARTMENT RIGHT OF WAY, BUT CARRY DRAINAGE UNDER A COUNTY OR LOCAL ROAD SHALL ADHERE TO THE BEDDING AND BACKFILL REQUIREMENTS FOR A CROSS DRAIN CONTAINED ABOVE.
THE COST OF FURNISHING AND PLACING THE REQUIRED BEDDING AND BACKFILL MATERIAL INDICATED IN A AND B SHALL BE INCLUDED IN THE UNIT COST OF THE NON-RIGID ALTERNATE PIPE, I.E., THERE IS NO SEPARATE PAY ITEM FOR NON-RIGID BEDDING AND BACKFILL MATERIAL.	

TABLE 2:
HIGH DENSITY CORRIGATED POLYETHYLENE PIPE
HEIGHT OF COVER

NOMINAL DIAMETER IN.	MINIMUM COVER IN.	MAXIMUM COVER - FT.	
		CROSS DRAIN	SIDE DRAIN
12	12	38	11
15	12	36	12
18	12	35	11
24	12	30	10
30	12	25	9
36	21	29	10
42	21	27	9
48	21	25	8

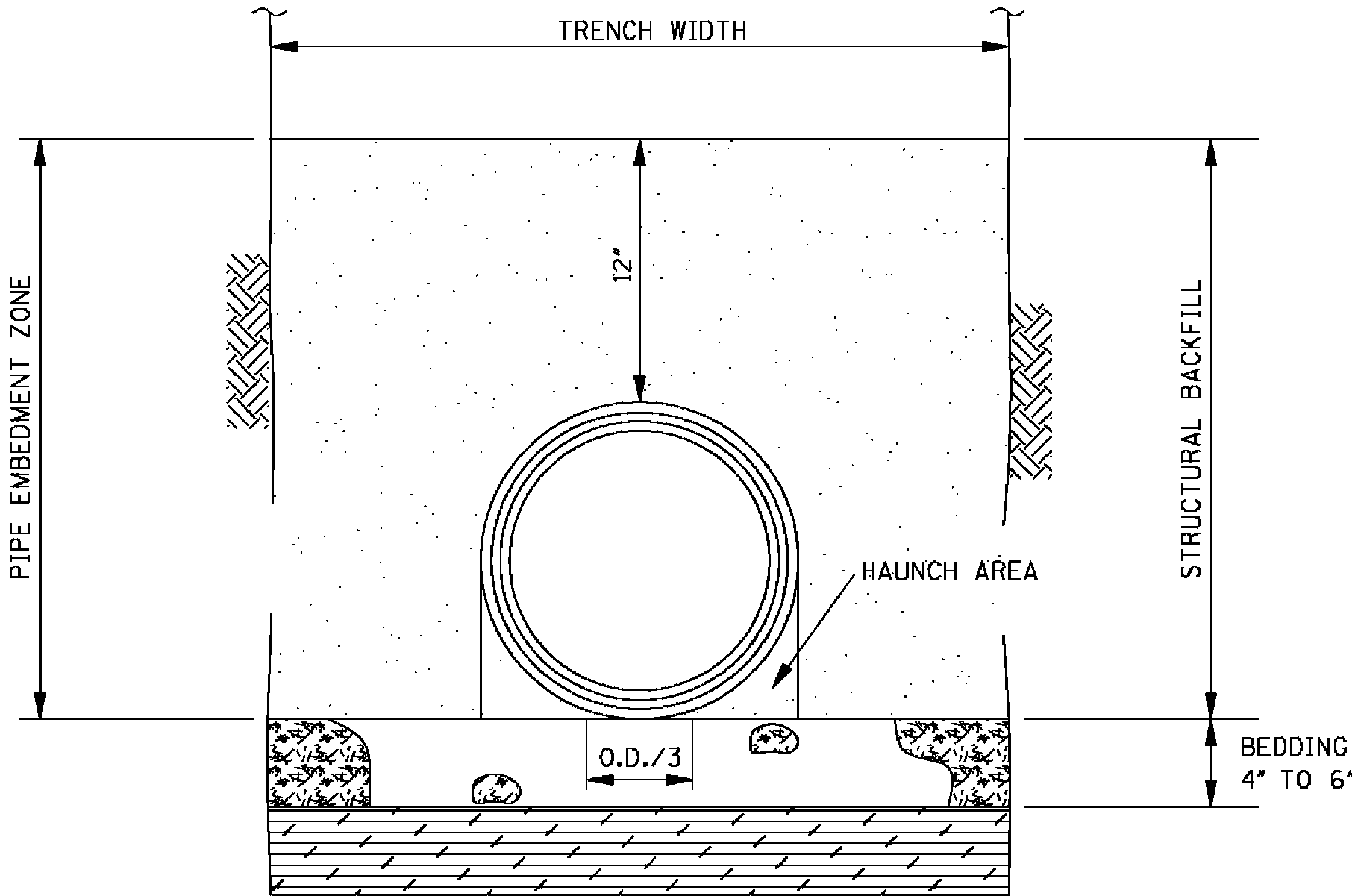
TABLE 3: RECOMMENDED TRENCH WIDTH

DIAMETER IN.	O.D. IN.	TRENCH WIDTH IN.
12	14.45	34
15	17.57	38
18	21.20	44
24	27.80	54
30	35.10	65
36	41.70	75
42	47.70	84
48	53.60	92

THE TRENCH WIDTH MUST BE WIDE ENOUGH TO ACCOMODATE COMPATION EQUIPMENT

TABLE 4: MULTIPLE INSTALLATION OF
POLYETHYLENE PIPES

DIAMETER OF PIPE IN.	CLEAR DISTANCE BETWEEN PIPES FT.-IN.
18	1'-2"
24	1'-5"
30	1'-8"
36	1'-11"
42	2'-2"
48	2'-5"

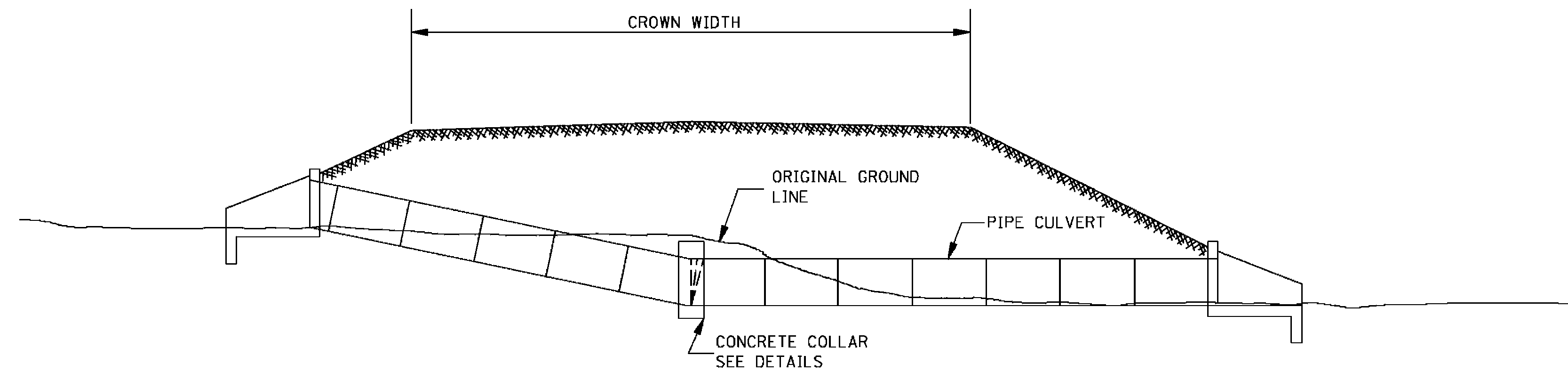


TRENCH CROSS SECTION SHOWING TERMINOLOGY

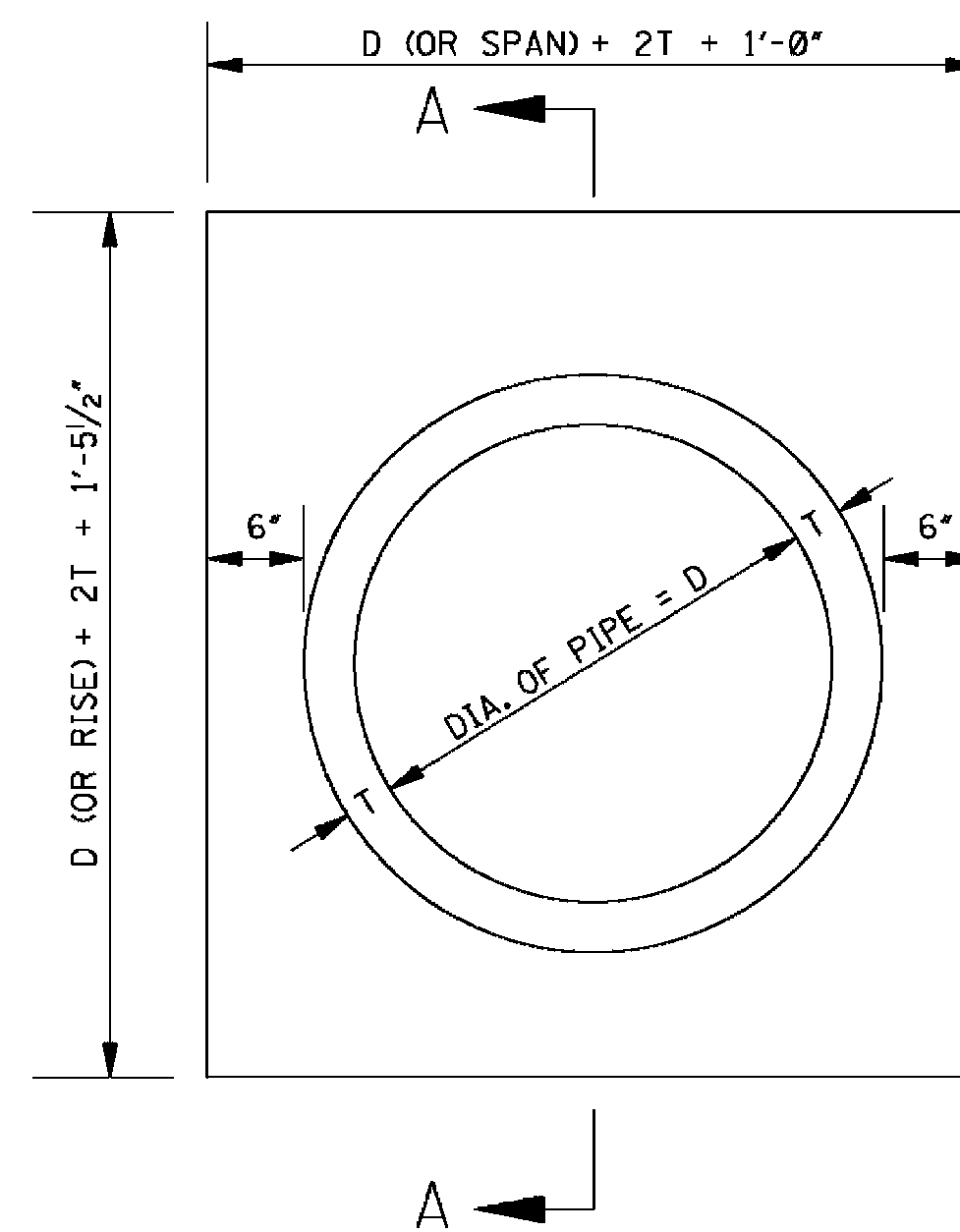
GENERAL NOTES:

- MATERIALS
THERMOPLASTIC PIPE
POLYETHYLENE PIPE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 294, LATEST EDITION.
DESIGNATION OF TYPE: TYPE S: THIS PIPE WILL HAVE A FULL CIRCULAR CROSS SECTION WITH AN OUTER CORRUGATED PIPE WALL AND A SMOOTH INNER LINER.
BEDDING MATERIAL AND STRUCTURAL BACKFILL
BEDDING MATERIAL AND STRUCTURAL BACKFILL SHALL MEET THE REQUIREMENTS OF TABLE 1.
- JOINTS
JOINTS FOR THERMOPLASTIC PIPE SHALL MEET THE PERFORMANCE REQUIREMENTS OF SOILTIGHTNESS UNLESS WATERTIGHTNESS IS SPECIFIED.
SUITABLE JOINTS CAN BE OBTAINED WITH THE FOLLOWING TYPES OF CONNECTIONS:
A) CORRUGATED BANDS (WITH OR WITHOUT GASKETS)
B) BELL AND SPIGOT PIPE ENDS (WITH OF WITHOUT GASKETS)
C) DOUBLE BELL COUPLINGS (WITH OR WITHOUT GASKETS)
- INSTALLATION
MINIMUM TRENCH WIDTHS SHALL MEET THE REQUIREMENTS OF TABLE 3.
THE MIDDLE THIRD OF THE BEDDING MATERIAL UNDER THE PIPE SHOULD BE LOOSELY PLACED, WHILE THE REMAINDER SHALL BE COMPACTED TO A MINIMUM 90% OF MAXIMUM DENSITY PER AASHTO T 99.
A MINIMUM OF 4 INCHES OF BEDDING SHALL BE PROVIDED PRIOR TO PLACEMENT OF THE PIPE.
STRUCTURAL BACKFILL SHALL BE PLACED AND COMPACTED IN LAYERS NOT EXCEEDING AN 8" LOOSE LIFT THICKNESS AND BROUGHT UP EVENLY ON BOTH SIDES OF THE PIPE WITH AN ELEVATION NOT LESS THAN 12 INCHES ABOVE THE TOP OF THE PIPE. A MINIMUM COMPACTION LEVEL OF 90% STANDARD DENSITY PER AASHTO T 99 SHALL BE ACHIEVED.
MINIMUM COVER REQUIREMENTS SHALL MEET THE REQUIREMENTS OF TABLE 2.
FOR MULTIPLE INSTALLATIONS OF POLYETHYLENE PIPES, A CLEAR DISTANCE BETWEEN THE PIPES SHALL MEET THE REQUIREMENTS OF TABLE 4.
- CALCULATIONS FOR FILL DEPTHS ARE BASED ON PROPERTIES DEFINED IN AASHTO M294 AND CALCULATIONS IN AASHTO SEC.19.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	FLEXIBLE PIPE CULVERT INSTALLATION
				DATE	ISSUE DATE: AUGUST 01, 2017
					 WORKING NUMBER PI-2 SHEET NUMBER 6502

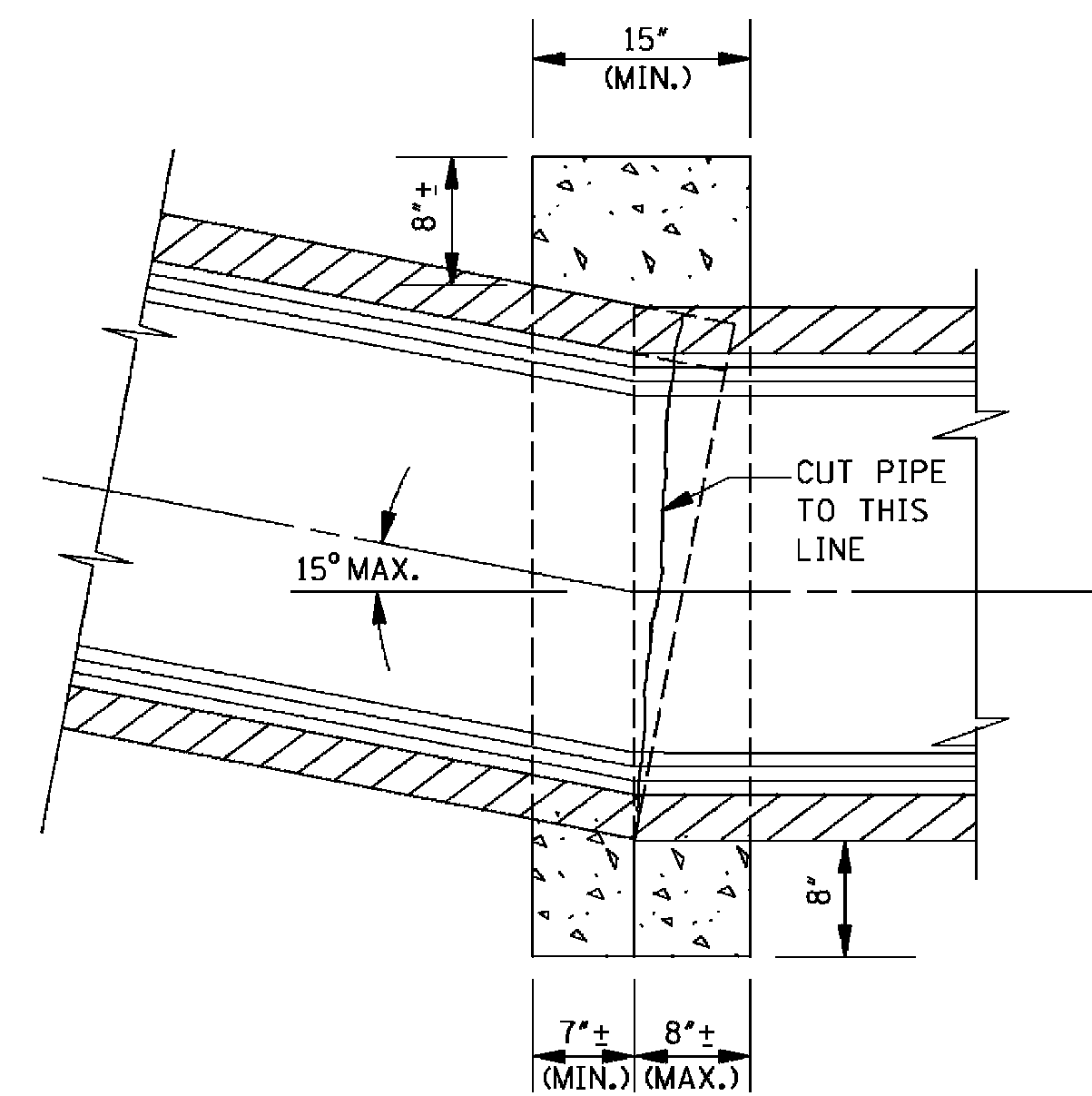


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A-A

GENERAL NOTES:

1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.
2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT
UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

[illegible]

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 AM** on **May 5th, 2022** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**MIDTOWN OVERLAY
INFRASTRUCTURE IMPROVEMENTS
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:
MIDTOWN OVERLAY
INFRASTRUCTURE IMPROVEMENTS
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 Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 22nd day of March A.D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on March 31, 2022 and April 7, 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: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, March 22, 2022
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2022-158
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 March 22, 2022 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: March 1, 2022

William D. & Rebecca L. Anderson

(4) Spaces \$ 700.00

West Half (W ½)

Lot 4, Section 39, Highland Cemetery

LaSandra McFarland-Ruffin

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 89, Section 38, Highland Cemetery

John Anthony Ruffin

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 89, Section 38, Highland Cemetery

Casey Smith

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 21, Section 34, Highland Cemetery

R. T. Holmes

(1) Spaces \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 124, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: March 02, 2022

Robin & Susan Ann Denson

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 107, Section 39, Highland Cemetery

Annie Jackson

(1) Space \$ 150.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 96, Section 1, South Hill Cemetery

Emily Mercedes Alvarado (Infant)

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 116, Section 39, Highland Cemetery

Alvarado Family

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 116, Section 39, Highland Cemetery

Alvarado Family

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 116, Section 39, Highland Cemetery

Ellis Evans

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 106, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: March 3, 2022

Mary Dedrick

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 63, Section 36, Highland Cemetery

Wayne & Melinda Ross

(8) Spaces \$ 1,400.00

Entire Lot 115, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: March 4, 2022

Laura McLain

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 2, Section 39, Highland Cemetery

Laura McLain

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 2, Section 39, Highland Cemetery

Laura McLain

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 3, Section 39, Highland Cemetery

Laura McLain

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 3, Section 39, Highland Cemetery

Laura McLain

(4) Spaces \$ 700.00

East Half (E ½)

Lot 3, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: March 7, 2022

Jarrood Hall

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 3, Section 37, Highland Cemetery

Shirley A. Anderson

(1) Space \$ 150.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 53, Section 2, South Hill Cemetery

Michael Hartfield

(1) Space \$ 150.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 99, Section 2, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-24- 2022

SOLD TO:

Mr. Mrs. Miss La Sandra McFarland-Ruffin

ADDRESS 912 Watters Rd. Meridian, MS 39307

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 89 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cond

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-23- 2022

SOLD TO:

Mr. Mrs. Miss John Anthony Ruffin

ADDRESS 912 Watters Rd Meridian, MS 39307

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 89 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 2555

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/28/ 2022

SOLD TO:

Mr. Mrs. Miss Casey Smith

ADDRESS 700 Hall Ave, 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. 21 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

nch

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-23- 2009

SOLD TO:

Mr. Mrs. Miss R.T. Holmes

ADDRESS 913 Roby St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 124 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-24- 2009

SOLD TO:

Mr. Mrs. Miss William D. & Rebecca L. Anderson

ADDRESS 816 Velma St. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ $\frac{1}{4}$ Lot No. 4 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.⁰⁰

Price Received \$ 700.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CGC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-01- 2002

SOLD TO:

Mr. Mrs. Miss

Robin Denson & Susan Ann Denson

ADDRESS

205 Bay St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 107 Section No. 39 in Highland Cemetery

Number of grave spaces

2 Price per grave space \$ 175.00

Price Received \$

350

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., MARCH 1 2022

SOLD TO:

Mr. Mrs. Miss

ANNIE JACKSON

ADDRESS

409 S. TEPTON ST. HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 96 Section No. 1 in SOUTH HILL Cemetery

Number of grave spaces

1 Price per grave space \$ 1

Price Received \$

150.00

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/02/ 2022

SOLD TO:

Mr. Mrs. Miss Alvarado Family

ADDRESS 2600 Sierra Circle, 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. 116 Section No. 39 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 Debrah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-02- 2022

SOLD TO:

Mr. Mrs. Miss Ellie Evans

ADDRESS 310 Ruby Ave 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. 1060 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/02/ 2022

SOLD TO:

Mr. Mrs. Miss Emily Mercedes Alvarado (Infant)

ADDRESS 500 Cole Rd. Hattiesburg, ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 116 Section No. 39 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., 03/02/ 2022

SOLD TO:

Mr. Mrs. Miss Alvarado Family

ADDRESS 2600 Sierra Circle, Hattiesburg, ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 116 Section No. 39 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., 03/03 20 22

SOLD TO:

Mr. Mrs. Miss Wayne & Melinda Ross

ADDRESS 56 Summer Place, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

ENTIRE Lot $\frac{1}{4}$ Lot No. 115 Section No. 39 in Highland Cemetery

Number of grave spaces 8 Price per grave space \$ 175.⁰⁰

Price Received \$ 1,400.⁰⁰

ck# 8935

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boline
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-3 20 22

SOLD TO:

Mr. Mrs. Miss MARY DEDRECK

ADDRESS 1043 SUNRISE RD, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 63 Section No. 36 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

ck# 1123

CITY OF HATTIESBURG, MISSISSIPPI

By Ann Parker
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/07/ 2022

SOLD TO:

Mr. Mrs. Miss Jarrod Hall

ADDRESS 912 N. 36th Ave. Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 3 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-08- 2022

SOLD TO:

Mr. Mrs. Miss Shirley A. Anderson

ADDRESS 1104 marie st Hattiesburg ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 53 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CK#16745

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-07- 2022

SOLD TO:

Mr. Mrs. Miss Michael Hartfield

ADDRESS 1929 Edward St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 99 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/04/ 20 22

SOLD TO:

Mr. Mrs. Miss Laura McLean

ADDRESS 72 Pine Tree Drive, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ — $\frac{1}{4}$ Lot No. 3 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.⁰⁰

Price Received \$ 700.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Debit card # 118

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/04/ 20 22

SOLD TO:

Mr. Mrs. Miss Laura McLean

ADDRESS 72 Pine Tree Drive, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 2 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Debit card # 118

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/04/ 20 22

SOLD TO:

Mr. Mrs. Miss Laura McLean

ADDRESS 72 Pine Tree Drive, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 2 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Debit card # 118

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/04/ 2022

SOLD TO:

Mr. Mrs. Miss Laura McLain

ADDRESS 72 Pine Tree Drive, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 3 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Debit
Card ck# 118

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/04/ 2022

SOLD TO:

Mr. Mrs. Miss Laura McLain

ADDRESS 72 Pine Tree Drive, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 3 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Debit
Card ck# 118

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 Alvarado Family, 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 116 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of March, 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 Alvarado Family, 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 116 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 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 22nd day of March, 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 Emily Mercedes Alvarado (Infant), 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 116 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 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 22nd day of March, 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 Mary Dedrick, 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 63 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 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 22nd day of March, 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, Robin & Susan Ann Denson, 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 107 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day March, 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 22nd day of March, 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 Ellis Evans, 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 106 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 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 22nd day of March, 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 Jarrold Hall, 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 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 22nd day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of March, 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 R. T. Holmes, 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 124 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of March, 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 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 Laura McLain, 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)

Lot 3

Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of March 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 Laura McLain, 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 3 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of March, 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, Laura McLain, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 3 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day March, 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 22nd day of March, 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, Laura McLain, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 2 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day March, 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 22nd day of March, 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 Laura McLain, 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 2 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of March, 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 THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 Wayne & Melinda Ross, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:.

Entire Lot
Lot Number: 115 Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

eight (8) 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 22nd day of March, 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 22nd day of March, 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 John Anthony Ruffin, 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 89 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 22nd day of March, 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 22nd day of March, 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 LaSandra McFarland-Ruffin, 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 89 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 22nd day of March, 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 22nd day of March, 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 Casey Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 21 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 22nd day of March, 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 22nd day of March, 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 Shirley A Anderson, 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 Number: 53 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 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 22nd day of March, 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 Michael Hartfield, 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 Number: 99 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 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 22nd day of March, 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 Annie Jackson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 96 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 22nd day of March, 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 22nd day of March, 2022.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 22, 2022

Re: Approve claims docket for the period ending March 18, 2022.
File Number: 2022-182
Minute Book #

Summary

Recommendation Statement

Please place this on the March 22, 2022 City Council meeting for consideration.