



**Tuesday, June 21, 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

Agenda Adjustments

- **Add to Routine Item #9 Claims Docket, addendum to the claims docket, invoice payable to TMH, in the amount of \$55,325.00 for auditing services.**

POLICY AGENDA

- 1. 2022-428** Approve the minutes for the June 6 & 7, 2022 meetings of the City Council.
- 2. 2022-416** Adopt an Ordinance for the petition filed by David Lee, owner, Charles Dawe, representative, and Forrest Dungan, Engineer to change the zoning classification for a portion of certain properties located south of Lincoln Road (PPIN 17642, PPIN 29025 Lamar County, Ward 3) from Section 5.4.10 Community Business District B-3 to Section 5.4.3 Residential District R-1A. The Planning Commission recommended to Approve on June 1, 2022.
- 3. 2022-417** Approve or Deny a petition filed by De'Broski R. Herbert, owner, for a conditional use for "Horticulture-for profit and research-related" in I-1 Zone (Light Industrial) for 88 Academy Drive (PPIN 7069, Forrest County, Ward 5). The Planning Commission recommended to Approve on June 1, 2022.
- 4. 2022-419** Approve or Deny a petition filed by Bryant Hensleigh, representative, and Maxem Health Urgent Care, applicant, and Charlotte C. Rawls, owner, for a variance to allow a setback of five (5) feet for a variance of twenty-five (25) feet along U.S. Highway 49 for a proposed building at 6096 U.S. Highway 49 (PPIN 16559, Forrest Co., Ward 4). The Board of Adjustment recommended to Approve on June 1, 2022.
- 5. 2022-418** Approve or Deny a petition filed by Scott Alexander, Owner, for a variance for wall signs in B-3, to allow a wall sign of one hundred ten feet (110) square feet for a

variance of sixty one (61) square feet for 1610 Hardy Street (PPIN 16815, Forrest County, Ward 4). The Planning Commission recommended to Approve on June 1, 2022.

6. **2022-413** Adopt Resolution re-appointing Randy Pope as City Attorney effective August 1, 2022, through July 31, 2023.
7. **2022-429** Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 25126 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Trace West, LLC., in the amount of \$3,625.00 in accordance with 21-17-1.
8. **2022-425** Approve Agreement with Verb Architecture for professional services related to the Midtown Green Bandshell project and authorize the Mayor to execute in duplicate.
9. **2022-427** Approve Lighting Agreement with Mississippi Power Company for additional lighting at the 205 N 20th Avenue Alley for a monthly cost of \$8.43, and authorize the Mayor to execute the same.
10. **2022-431** Approve amended Change Order #4 to the contract with Hanco Corporation for the Public Safety Complex, in an amount of \$137,792.54 and authorize the Mayor to execute in triplicate.
11. **2022-422** Acknowledge bids received June 9, 2022 for the Hall Avenue West Demolition Project and accept the bid from R & J Construction, Inc. in the amount of \$54,999.00; Authorize the Mayor to execute contracts when prepared.
12. **2022-423** Acknowledge bids received May 26, 2022 for the Hall Avenue Roundabout Project and accept the bid of Colony Construction, LLC in the amount of \$2,372,393.00 contingent upon MDOT approval; Authorize the Mayor to execute letter and forms requesting MDOT concurrence; Authorize the Mayor to execute contracts when prepared and approved by MDOT.
13. **2022-420** Ratify and confirm the Mayor's re-appointment of Michael Anderson (W4) to the Historic Conservation Commission for a 5-year term - 6/25/2021 - 6/24/2026.
14. **2022-430** Ratification of renewal for annual support services with UKG / Kronos Inc., in the amount of \$19,622.41.

ROUTINE AGENDA

1. **2022-414** Acknowledge receipt of the Privilege Tax License monthly report for May 2022.

2. **2022-415** Acknowledge Proof of Publications for Hub City Spokes for the month of May 2022.
3. **2022-411** Acknowledge and approve the updated Emergency Roof Initiative Program manual.
4. **2022-412** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {/Entitlement CDBG/HOME}
5. **2022-426** Approve and authorize publication of a Request for Proposals for architectural historian services to complete a digital photography recordation package and cultural resources survey in order to comply with state and federal requirements associated with the city's 2019 Hazard Mitigation Grant Program application.
6. **2022-421** Approve Plans and Specifications for the Highway 49 Lighting Project and authorize advertisement for bids.
7. **2022-424** Approve Plans and Specifications for the Water Plant #1 Rehabilitation Project Phase II and authorize advertisement for bids.
8. **2022-407** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
9. **2022-432** Approve claims docket for the period ending June 17, 2022.

In Memoriam:

- Ms. Carlee Ruth Ducksworth

Meeting Adjourn



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: June 17, 2022

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING JUNE 17, 2022

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
001 TMH		222831	N/A	AUDIT-INTERIM BILLING	6/17/22	1000373	32,400.00
001 TMH		222830	N/A	FINAL BILL-CASH RECONCILE ASSISTANC	6/17/22	1000374	22,925.00

TOTAL 55,325.00

Revised Published Agenda



**Monday, June 6, 2022
12:00 PM**

**City Council
Monday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Agenda Review

Citizens' Forum

Work Session

1. **2022-406** Hattiesburg Public School District Progress Report, presented by Dr. Robert Williams. (request to reschedule)

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, June 6, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on May 17, 2022.

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

Council President Carroll Called the meeting to order.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

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

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

Council Vice President George closed the Citizen Forum.

Work Session

1. **2022-406** Hattiesburg Public School District Progress Report, presented by Dr. Robert Williams. (request to reschedule)

Meeting Recess

Council President Carroll declared the **meeting recessed at 12:13 p.m., this 6th day of June, 2022**, by unanimous consent, until the 7th day of June, 2022.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



Tuesday, June 7, 2022
5:00 PM

City Council
Tuesday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Call to Prayer and Pledge of Allegiance

Agenda Adjustments - Add Policy Item #21 at the request of the Administration as follows:

21. 2022-409 Approve a Sponsorship Agreement between the City of Hattiesburg and IMG for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed \$6,000.00.

Presentation Agenda

POLICY AGENDA

1. 2022-404 Approve the minutes for the May 16 & 17, 2022 meetings of the City Council.
2. 2022-375 Adopt a Resolution setting Public Hearing on Tuesday, July 5th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
3. 2022-402 Adopt a Resolution appointing voting delegates for the City of Hattiesburg for the 2022 Mississippi Municipal League election.
4. 2022-395 Adopt a Resolution declaring property Identified as all or part of Forrest County PPIN 032303, 032304, and 021676 necessary for public use, authorize the mayor or his representative to make a fair market value offer for the property and to execute any and all documents necessary to complete the acquisition of the subject property.
5. 2022-389 Adopt a Resolution declaring property Identified as a portion of Forrest County Parcel No. 2-028G-05-072.00 (PPIN 024545) necessary for public use and authorize any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-31-47, as amended.
6. 2022-396 Adopt a Resolution authorizing the acquisition of an Airspace Easement over the Norfolk Southern Railroad and Authorize the Mayor to make a fair market value offer for same.
7. 2022-381 Adopt a Resolution requesting initiation of the Fourth Street Pathway Project, from Thornhill Drive to 38th Avenue, from the Mississippi Department of Transportation, and authorize the Mayor to sign the Project Initiation Request Letter.
8. 2022-379 Approve Agreement with Shows, Dearman and Waits, Inc. for engineering services for the Forrest Avenue Sewer Replacement Project, and authorize the Mayor to execute in duplicate.
9. 2022-405 Approve Contract with Shows, Dearman and Waits, Inc., for engineering services related to the development of Storm Water Mapping and Modeling, in an amount not to exceed \$96,437.00 and authorize the Mayor to execute in duplicate.
10. 2022-348 Approve Subcontract with J.L. McCool Contractors, Inc. for the State Aid Project No.DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie Project and authorize the Mayor to execute subcontract in multiples.
11. 2022-384 Approve Change Order with Hanco Corp. General Contractors for various miscellaneous items for the Hattiesburg Public Safety Complex Project, for an increase to the contract in the amount of \$137,792.54.
12. 2022-394 Approve Relocation Assistance in the amount of \$197,240.00 for the owners and/or tenants being displaced by the acquisition of 3 properties for the construction of the Hall Avenue West Overpass project.
13. 2022-382 Acknowledge bids received on May 19, 2022 for the Midtown Overlay Infrastructure Improvements Project, and accept the bid from Grady Crawford Construction Company, Inc. in the amount of \$2,681,542.50, and authorize the Mayor to execute the contracts upon preparation.

- 14. **2022-401** Approve Agreement between the City of Hattiesburg and the Mississippi Department of Human Services for participation in the Low-Income Household Water Assistance Program and authorize the Mayor to execute the same.
- 15. **2022-403** Approve Agreement between City of Hattiesburg and Art Makes Art Inc. to provide year-round after-school arts programs for children in the City of Hattiesburg to include children and adolescents in the amount of \$10,000 and authorize manual check for the same.
- 16. **2022-390** Approve a Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate. {Entitlement}
- 17. **2022-376** Declare and approve a sole source purchase for Watch Guard Interview Room Camera System in the amount of \$27,350.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is the sole manufacturer and exclusive distributor of this system.
- 18. **2022-377** Declare and approve a sole source purchase for Watch Guard Body Camera and Car 4RE System in the amount of \$67,150.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is the sole manufacturer and exclusive distributor of this system.
- 19. **2022-392** Acknowledge receipt of Final Judgement in Civil Action No. C020-1115 for the acquisition of property identified in the attached documentation as Forrest County Parcel PPIN 022501 for the Hall Avenue East Overpass Project and authorize the issuance of a manual check to the court in the amount of \$3,900.00.
- 20. **2022-383** Acknowledge receipt of fully executed Agreement for (1) Local Agency Highway- Railway Grade Separation Improvements and (2) Permanent Easement Both Encroachment and Airspace, with the Illinois Central Railroad Company.

ROUTINE AGENDA

- 1. **2022-386** Acknowledge receipt of the award for the Substance Abuse and Mental Health Services Administration (SAMSHA) Treatment Drug Courts Grant in the amount of \$385,230 for the continuation of the Hattiesburg Behavioral Health Court Treatment Expansion project, covering the period May 31, 2022 through May 30, 2023.
- 2. **2022-380** Acknowledge receipt of the two-quote docket.
- 3. **2022-349** Acknowledge public comment period and public meeting for Lincoln Road Drainage Study and authorize publication of public notice of the same.
- 4. **2022-378** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}
- 5. **2022-387** Approve Plans and Specifications for the Jaycee Park Field Improvements project and authorize advertisement for bids.
- 6. **2022-388** Approve Plans and Specifications for the FTA Sidewalk Hardy Street – Kamper Park project and authorize advertisement for bids.
- 7. **2022-385** Approve Plans and Specifications for the Lincoln Road Paving Project and authorize advertisement for bids.
- 8. **2022-391** Approve Plans and Specifications for the Bobby L. Chain Airport Hangar 6 Door Replacement project and authorize re-advertisement for bids for same.
- 9. **2022-350** Acknowledge the issuance of corrected cemetery deed to Dillard & Sandra Ball due to incorrect description (as recorded in MB 2021-252).
- 10. **2022-351** Approve the City’s purchase of four (4) grave spaces, located in the West Half (W1/2) of Lot 147, Section 25, at Highland Cemetery. Minute Book# 1986-1, Page# 185, in the amount of \$ 700.00, from Patricia Ruth Shaw, Authorize manual check for the same.
- 11. **2022-354** Approve the City’s purchase of (3) three grave spaces, located in the South Half (S ½) of the Northeast Quarter (NE ¼), Lot 8, Section 30, North Half (N ½) of the Southeast Quarter (SE ¼), Lot 8, Section 30, and South Half (S ½) of the Southeast Quarter (SE ¼), Lot 8, Section 30 at Highland Cemetery, Minute Book 2012-1/203, and Minute Book 2012-1/236 in the amount of \$ 525.00, from Louis R. & Debbie Brown, Authorize manual check for the same.
- 12. **2022-355** Approve the City’s purchase of (2) grave spaces, located at South Half (S ½) of the Southeast Quarter (SE ¼), Lot 43, Section 28, and North Half (N ½) of the Northeast Quarter (NE ¼), Lot 43, Section 28, at Highland Cemetery. Minute Book# 2003- 1/187-198, in the amount of \$ 350.00 from M. Ellen Dearman, Authorize manual check for the same.
- 13. **2022-374** Approve the sale of grave spaces per attached, Memo’s, Receipts, and Deeds.

14. **2022-399** Approve claims docket for the period ending May 31, 2022.

In Memoriam:

- Ms. Mary Ola Barber

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, June 7, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on June 6, 2022.

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

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Phillip McSwain.

The Pledge of Allegiance was led by Council President Carroll.

Election of Council Officers

Council President Carroll asked for *nominations for Council President*.

Council Member Ware nominated Council Member George.

Council Member Delgado nominated Council Member Brown.

Council Members Delgado and Brown voted in favor of Council Member Brown.

Council Members George, Carroll and Ware voted in favor of Council Member George.

Council President George was elected Council President.

Council President George asked for *nominations for Council Vice President*.

Council Member Delgado nominated Council Member Brown.

Council President Carroll nominated Council Member Ware.

Council Members Delgado and Brown voted in favor of Council Member Brown.

Council Members George, Carroll and Ware voted in favor of Council Member Ware.

Council Member Ware was elected Council Vice President.

Agenda Adjustments

A MOTION was made by Council Member Carroll and seconded by Council Member Ware to Add Policy Item #21 at the request of the Administration as follows:

21. **2022-409** Approve a Sponsorship Agreement between the City of Hattiesburg and IMG for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed \$6,000.00.

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

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

Nays: 0

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2022-404** Approve the minutes for the May 16 & 17, 2022 meetings of the City Council.

Attachments: 5-16-2022 Unsafe PH, AR Mins.
 5-17-2022 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Ware to Approve the minutes for the May 16 & 17, 2022 meetings of the City Council.

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

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

Nays: 0

2. **2022-375** Adopt a Resolution setting Public Hearing on Tuesday, July 5th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: PH 07 05 2022 Resolution
 PH 07 05 2022 Request to Set Public Hearing Memo

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2022-42) setting Public Hearing on Tuesday, July 5th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

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

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

Nays: 0

3. **2022-402** Adopt a Resolution appointing voting delegates for the City of Hattiesburg for the 2022 Mississippi Municipal League election.

Attachments: Resolution 2nd designating MML voting delegates template

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Adopt a Resolution (#2022-43) appointing voting delegates for the City of Hattiesburg for the 2022 Mississippi Municipal League election.

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

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

Nays: 0

4. **2022-395** Adopt a Resolution declaring property Identified as all or part of Forrest County PPIN 032303, 032304, and 021676 necessary for public use, authorize the mayor or his representative to make a fair market value offer for the property and to execute any and all documents necessary to complete the acquisition of the subject property.

Attachments: Combined Appr. Rev.&Appraisal - Hburg School District &MLK Baptist Church
Revised Establishment of Just Compensation Offer-COH- MLK Baptist Church
RESOLUTION - MLK AVE CHURCH

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Adopt a Resolution (#2022-44) declaring property Identified as all or part of Forrest County PPIN 032303, 032304, and 021676 necessary for public use, authorize the mayor or his representative to make a fair market value offer for the property and to execute any and all documents necessary to complete the acquisition of the subject property.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Abstain: 1 - Delgado

5. **2022-389** Adopt a Resolution declaring property Identified as a portion of Forrest County Parcel No. 2-028G-05-072.00 (PPIN 024545) necessary for public use and authorize any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-31-47, as amended.

Attachments: RESOLUTION AND ORDER TO CONDEMN 713 N. 28TH AVENUE
Peppertree Appraisal PPIN 24545
Establishment of Just Compensation Offer-Peppertree

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2022-45) declaring property Identified as a portion of Forrest County Parcel No. 2-028G-05-072.00 (PPIN 024545) necessary for public use and authorize any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-31-47, as amended.

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

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

Nays: 0

6. **2022-396** Adopt a Resolution authorizing the acquisition of an Airspace Easement over the Norfolk Southern Railroad and Authorize the Mayor to make a fair market value offer for same.

Attachments: Combined Appr. Rev. and Appr. - Northfolk Southern Railroad, et al
Establishment of Just Compensation Offer-COH - Norfolk Southern Railroad
Railroad Airspace Easement
RESOLUTION - Railroad Airspace Easement

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Adopt a Resolution (#2022-46) authorizing the acquisition of an Airspace Easement over the Norfolk Southern Railroad and Authorize the Mayor to make a fair market value offer for same.

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

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

Nays: 0

7. **2022-381** Adopt a Resolution requesting initiation of the Fourth Street Pathway Project, from Thornhill Drive to 38th Avenue, from the Mississippi Department of Transportation, and authorize the Mayor to sign the Project Initiation Request Letter.

Attachments: Resolution
 Project Initiation Request Letter

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Adopt a Resolution (#2022-47) requesting initiation of the Fourth Street Pathway Project, from Thornhill Drive to 38th Avenue, from the Mississippi Department of Transportation, and authorize the Mayor to sign the Project Initiation Request Letter.

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

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

Nays: 0

8. **2022-379** Approve Agreement with Shows, Dearman and Waits, Inc. for engineering services for the Forrest Avenue Sewer Replacement Project, and authorize the Mayor to execute in duplicate.

Attachments: 12233 Standard Form Agreement between Owner and Engineer

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Agreement with Shows, Dearman and Waits, Inc. for engineering services for the Forrest Avenue Sewer Replacement Project, and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

9. **2022-405** Approve Contract with Shows, Dearman and Waits, Inc., for engineering services related to the development of Storm Water Mapping and Modeling, in an amount not to exceed \$96,437.00 and authorize the Mayor to execute in duplicate.

Attachments: SDW proposal

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve Contract with Shows, Dearman and Waits, Inc., for engineering services related to the development of Storm Water Mapping and Modeling, in an amount not to exceed \$96,437.00 and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 10. 2022-348** Approve Subcontract with J.L. McCool Contractors, Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie Project and authorize the Mayor to execute subcontract in multiples.
- Attachments: J.L. McCool Contractors, Inc.

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Subcontract with J.L. McCool Contractors, Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie Project and authorize the Mayor to execute subcontract in multiples.

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

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

Nays: 0

- 11. 2022-384** Approve Change Order with Hanco Corp. General Contractors for various miscellaneous items for the Hattiesburg Public Safety Complex Project, for an increase to the contract in the amount of \$137,792.54.
- Attachments: HPSC PCO 009r

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Change Order with Hanco Corp. General Contractors for various miscellaneous items for the Hattiesburg Public Safety Complex Project, for an increase to the contract in the amount of \$137,792.54.

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

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

Nays: 0

- 12. 2022-394** Approve Relocation Assistance in the amount of \$197,240.00 for the owners and/or tenants being displaced by the acquisition of 3 properties for the construction of the Hall Avenue West Overpass project.
- Attachments: Relocation Assistance Memo.2

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve Relocation Assistance in the amount of \$197,240.00 for the owners and/or tenants being displaced by the acquisition of 3 properties for the construction of the Hall Avenue West Overpass project.

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

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

Nays: 0

- 13. 2022-382** Acknowledge bids received on May 19, 2022 for the Midtown Overlay Infrastructure Improvements Project, and accept the bid from Grady Crawford Construction Company, Inc. in the amount of \$2,681,542.50, and authorize the Mayor to execute the contracts upon preparation.
- Attachments: Recommendation Letter
 Bid Tab

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Acknowledge bids received on May 19, 2022 for the Midtown Overlay Infrastructure Improvements Project, and accept the bid from Grady Crawford Construction Company, Inc. in the amount of \$2,681,542.50, and authorize the

Mayor to execute the contracts upon preparation.

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

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

Nays: 0

- 14. 2022-401** Approve Agreement between the City of Hattiesburg and the Mississippi Department of Human Services for participation in the Low-Income Household Water Assistance Program and authorize the Mayor to execute the same.

Attachments: MDHS- Agreement

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve Agreement between the City of Hattiesburg and the Mississippi Department of Human Services for participation in the Low-Income Household Water Assistance Program and authorize the Mayor to execute the same.

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

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

Nays: 0

- 15. 2022-403** Approve Agreement between City of Hattiesburg and Art Makes Art Inc. to provide year-round after-school arts programs for children in the City of Hattiesburg to include children and adolescents in the amount of \$10,000 and authorize manual check for the same.

Attachments: Art Makes Art Programming Proposal_tb-edit

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Approve Agreement between City of Hattiesburg and Art Makes Art Inc. to provide year-round after-school arts programs for children in the City of Hattiesburg to include children and adolescents in the amount of \$10,000 and authorize manual check for the same.

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

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

Nays: 0

- 16. 2022-390** Approve a Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate. {Entitlement}

Attachments: Starter Homes Subrecipient_06072022

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve a Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate. {Entitlement}.

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

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

Nays: 0

- 17. 2022-376** Declare and approve a sole source purchase for Watch Guard Interview Room Camera System in the amount of \$27,350.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is the sole manufacturer and exclusive distributor of this system.

Attachments: Request from Chief Sealy
 Watch Guard Quote

Sole source letter

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Declare and approve a sole source purchase for Watch Guard Interview Room Camera System in the amount of \$27,350.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is the sole manufacturer and exclusive distributor of this system.

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

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

Nays: 0

18.

2022-377

Declare and approve a sole source purchase for Watch Guard Body Camera and Car 4RE System in the amount of \$67,150.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is the sole manufacturer and exclusive distributor of this system.
- Attachments:

Request from Chief Sealy

Watchguard Quote

Sole source letter

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Declare and approve a sole source purchase for Watch Guard Body Camera and Car 4RE System in the amount of \$67,150.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is the sole manufacturer and exclusive distributor of this system.

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

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

Nays: 0

19.

2022-392

Acknowledge receipt of Final Judgement in Civil Action No. C020-1115 for the acquisition of property identified in the attached documentation as Forrest County Parcel PPIN 022501 for the Hall Avenue East Overpass Project and authorize the issuance of a manual check to the court in the amount of \$3,900.00.
- Attachments:

Lewis - Final Judgment as filed

Lewis - Proof of publication as filed

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge receipt of Final Judgement in Civil Action No. C020-1115 for the acquisition of property identified in the attached documentation as Forrest County Parcel PPIN 022501 for the Hall Avenue East Overpass Project and authorize the issuance of a manual check to the court in the amount of \$3,900.00.

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

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

Nays: 0

20.

2022-383

Acknowledge receipt of fully executed Agreement for (1) Local Agency Highway-Railway Grade Separation Improvements and (2) Permanent Easement Both Encroachment and Airspace, with the Illinois Central Railroad Company.
- Attachments:

Hattiesburg Hall Ave Easement.Railroad

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge receipt of fully executed Agreement for (1) Local Agency Highway-Railway Grade Separation Improvements and (2) Permanent Easement Both Encroachment and Airspace, with the Illinois Central Railroad Company.

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

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

Nays: 0

21. **2022-409** Approve a Sponsorship Agreement between the City of Hattiesburg and IMG for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed \$6,000.00.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve a Sponsorship Agreement between the City of Hattiesburg and IMG for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed \$6,000.00.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to approve the Routine Agenda.

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

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

Nays: 0

1. **2022-386** Acknowledge receipt of the award for the Substance Abuse and Mental Health Services Administration (SAMSHA) Treatment Drug Courts Grant in the amount of \$385,230 for the continuation of the Hattiesburg Behavioral Health Court Treatment Expansion project, covering the period May 31, 2022 through May 30, 2023.
- Attachments: 5H79TI081923-04-Noa
2. **2022-380** Acknowledge receipt of the two quote docket.
- Attachments: UAB DOCKET
3. **2022-349** Acknowledge public comment period and public meeting for Lincoln Road Drainage Study and authorize publication of public notice of the same.
- Attachments: PUBLIC NOTICE - Lincoln Road Drainage Study draft
4. **2022-378** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}
- Attachments: Clearpoint draw_06072022
 Manual Check Memo 06072022
 Bradley 303 JCK Draw_06072022
 Bradley 515 Draw_06072022

5.

2022-387

Approve Plans and Specifications for the Jaycee Park Field Improvements project and authorize advertisement for bids.

Attachments: [3 -AdvBid_17080_FinalReview_5-27-22](#)
6.

2022-388

Approve Plans and Specifications for the FTA Sidewalk Hardy Street - Kamper Park project and authorize advertisement for bids.

Attachments: [FTA Sidewalk_Hardy St-Kamper Park Final Specs](#)
[FTA Sidewalk_Hardy St-Kamper Park Final Plans](#)
[Advertisement FTA Sidewalk_Hardy St-Kamper Park](#)
7.

2022-385

Approve Plans and Specifications for the Lincoln Road Paving Project and authorize advertisement for bids.

Attachments: [Advertisement for bids](#)
[Lincoln Road Paving Project-Final Plans](#)
[Lincoln Road Paving Project-Final Specs](#)
8.

2022-391

Approve Plans and Specifications for the Bobby L. Chain Airport Hangar 6 Door Replacement project and authorize re-advertisement for bids for same.

Attachments: [11353_ADVERTISEMENT FOR BIDS_Rebid](#)
[11353_Specs_Street Ready Set_2022-05-16](#)
[11353_Requesting Permission to Re-Advertise_trans_signed_2022-05-16](#)
9.

2022-350

Acknowledge the issuance of corrected cemetery deed to Dillard & Sandra Ball due to incorrect description (as recorded in MB 2021-252).

Attachments: [Corrected \(Dillard-Sandra Ball-06-07-2022\)](#)
10.

2022-351

Approve the City's purchase of four (4) grave spaces, located in the West Half (W1/2) of Lot 147, Section 25, at Highland Cemetery. Minute Book# 1986-1, Page# 185, in the amount of \$ 700.00, from Patricia Ruth Shaw, Authorize manual check for the same.

Attachments: [Buy Back \(Patricia Ruth Shaw\(06-07-2022\)](#)
11.

2022-354

Approve the City's purchase of (3) three grave spaces, located in the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot 8, Section 30, North Half (N 1/2) of the Southeast Quarter (SE 1/4), Lot 8, Section 30, and South Half (S 1/2) of the Southeast Quarter (SE 1/4), Lot 8, Section 30 at Highland Cemetery, Minute Book 2012-1/203, and Minute Book 2012-1/236 in the amount of \$ 525.00, from Louis R. & Debbie Brown, Authorize manual check for the same.

Attachments: [Buy Back \(Louis R-Debbie Brown\) \(06-07-2022\)](#)
12.

2022-355

Approve the City's purchase of (2) grave spaces, located at South Half (S 1/2) of the Southeast Quarter (SE 1/4), Lot 43, Section 28, and North Half (N 1/2) of the Northeast Quarter (NE 1/4), Lot 43, Section 28, at Highland Cemetery. Minute Book# 2003-1/187-198, in the amount of \$ 350.00 from M. Ellen Dearman, Authorize manual check for the same.

Attachments: [Buy Back \(M Ellen Dearman\) \(06-07-2022\)](#)
13.

2022-374

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

Attachments: [Memo's \(06-07-2022\)](#)
[Receipts \(06-07-2022\)](#)
[Deeds \(06-07-2022\)](#)
14.

2022-399

Approve claims docket for the period ending May 31, 2022.

Attachments: [20220527114744](#)
[DOCKET 22.05.31](#)

Executive Session

A MOTION was made by Council Member Ware for the Council to enter closed session to determine the need to enter Executive Session at 5:14 p.m.

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

A MOTION was made by Council Member Ware and seconded by Council Member Carroll to enter Executive Session to discuss strategy or negotiations with respect potential litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25 41 7 (b) at 5:15 p.m.

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

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

Nays: 0

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

Those present for the Executive Session were Council members Jeffrey George, Deborah Delgado, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Interim Chief Financial Officer, Malcolm Berch; City Engineer, Lamar Rutland; Chief Communications Officer, Samantha McCain; Clerk of Council, Ronda Cole; Deputy Clerk of Council, Lisa Luu Jolly and Attorney Keith Turner of Watkins & Eager law firm.

A MOTION was made by Council member Carroll and seconded by Council member Ware to Approve an extension with USA Yeast Company, LLC to terms as recommended by special counsel, Keith Turner; and authorize Mayor to execute the same.

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

Yeas: 4- George, Carroll, Ware and Brown

Nays: 1- Delgado

A MOTION was made by Council Member Carroll and seconded by Council President George exit Executive Session and re-open the meeting to the public at 5:40 p.m.

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

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

Nays: 0

In Memoriam:

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

- Ms. Mary Ola Barber
- Rev. Ronald Wooding
- Mr. Jerry Wayne Holliman
- Ms. Patricia Hayes Mosley
- Mr. Robert Borgman

Meeting Adjourn

Council President Carroll declared the **meeting recessed at 5:41 p.m., this 7th day of June, 2022**, by unanimous consent, until the 20th day of June, 2022.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 21, 2022

Re: Adopt an Ordinance for the petition filed by David Lee, owner, Charles Dawe, representative, and Forrest Dungan, Engineer to change the zoning classification for a portion of certain properties located south of Lincoln Road (PPIN 17642 and PPIN 29025 Lamar County, Ward 3) from Section 5.4.10 Community Business District B-3 to Section 5.4.3 Residential District R-1A. The Planning Commission recommended to Approve on June 1, 2022.
File Number: 2022-416
Minute Book #

Summary

Adopt an Ordinance to rezone a portion of certain properties located south of Lincoln Road, Ward 3

Recommendation Statement

Please place this on the June 21, 2022 City Council meeting for consideration.

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 FOR THE PETITION FILED BY DAVID LEE, OWNER, CHARLES DAWE, REPRESENTATIVE, AND FORREST DUNGAN, ENGINEER TO CHANGE THE ZONING CLASSIFICATION FOR A PORTION OF CERTAIN PROPERTIES LOCATED SOUTH OF LINCOLN ROAD (PARCEL 056L-23-015.000, PPIN 17642, AND PARCEL 056L-23-004.000, PPIN 29025 LAMAR COUNTY, WARD 3) FROM SECTION 5.4.10 COMMUNITY BUSINESS DISTRICT B-3 TO SECTION 5.4.3 RESIDENTIAL DISTRICT R-1A. THE PLANNING COMMISSION RECOMMENDED TO APPROVE ON JUNE 1, 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 Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

A part of the NE ¼ of Section 23, Township 4 North, Range 14 West, Lamar County, MS and being more particularly described as follows: Commencing at the NE corner of the SE ¼ of the NE ¼ of said Section 23, said point also being the point of beginning; thence S00°10'03"W, a distance of 649.24 feet; thence S89°31'33"W, a distance of 1401.45 feet; thence S00°03'37"W, a distance of 31.20 feet; thence N89°42'39"W, a distance of 1290.67 feet; thence N00°34'46"E, a distance of 227.45 feet; thence N89°35'32"E, a distance of 516.02 feet; thence a curve to the left for 138.36 feet having a radius of 1124.82 feet, with a chord bearing of N84°52'19"E and a

chord distance of 138.27 feet; thence N80°30'16"E, a distance of 130.01 feet; thence a curve to the left for 223.56 feet having a radius of 1126.02 feet, with a chord bearing of N70°13'52"E and a chord distance of 223.20 feet; thence N64°31'14"E, a distance of 1402.88 feet; thence S00°31'21"W, a distance of 255.67 feet; thence S89°38'25"E, a distance of 435.60 feet back to the Point of Beginning. Said parcel containing 30.25 Acres±.

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

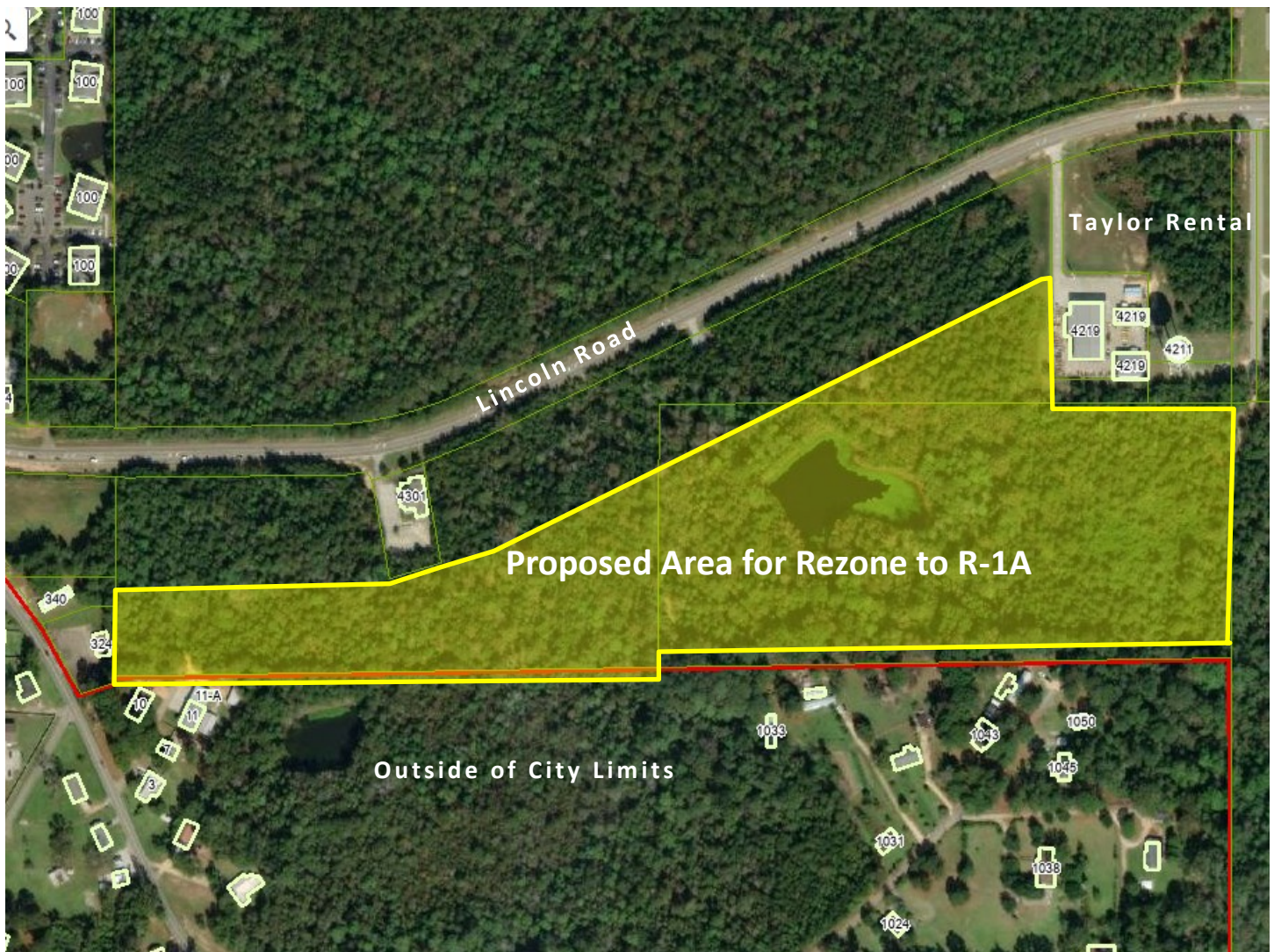
MAYOR

SUBJECT PARCEL:

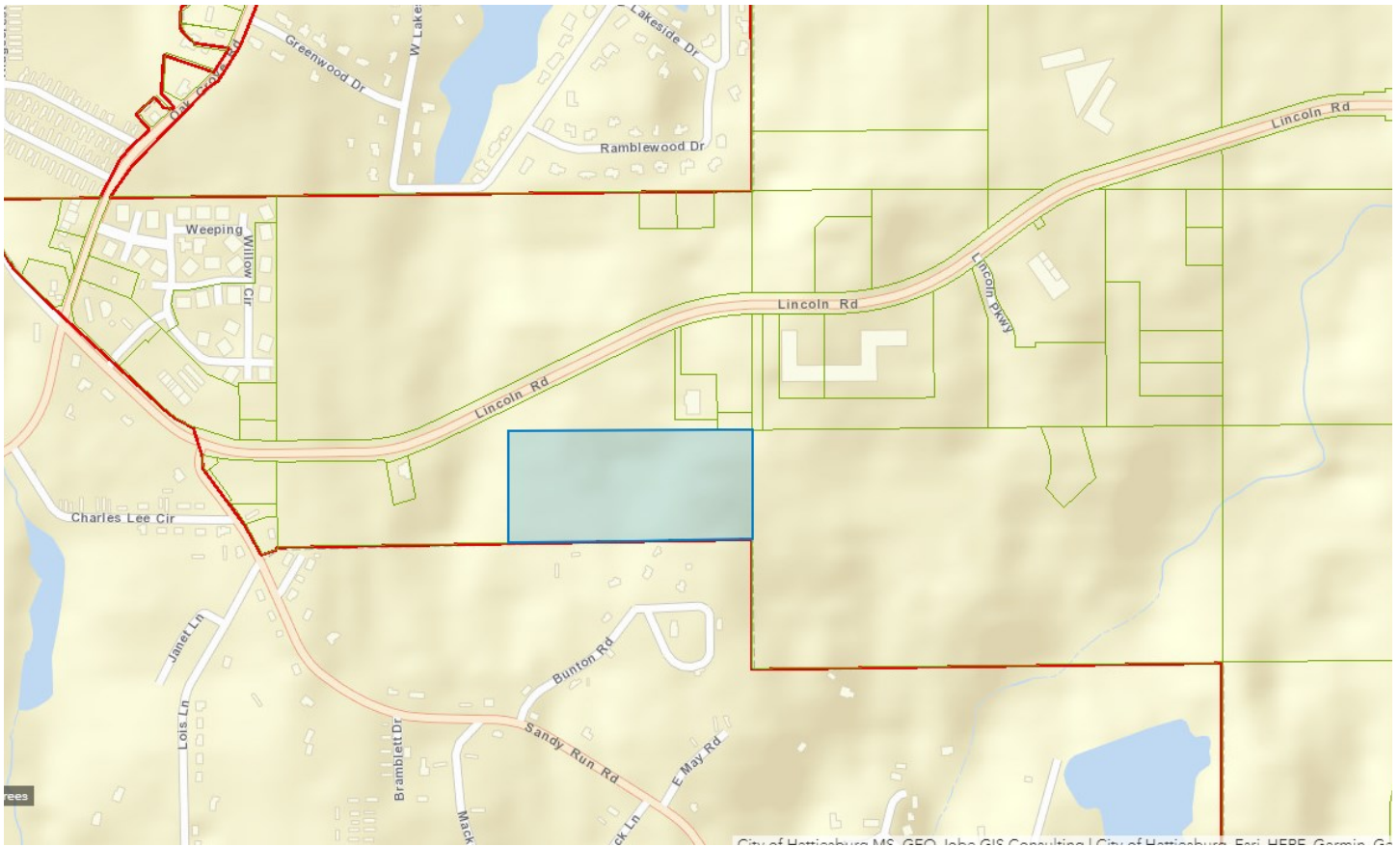
Lincoln Road, Undeveloped Parcels

David C. Lee, Owner, Charles Dawe, Representative, and Forrest Dungan, Engineer

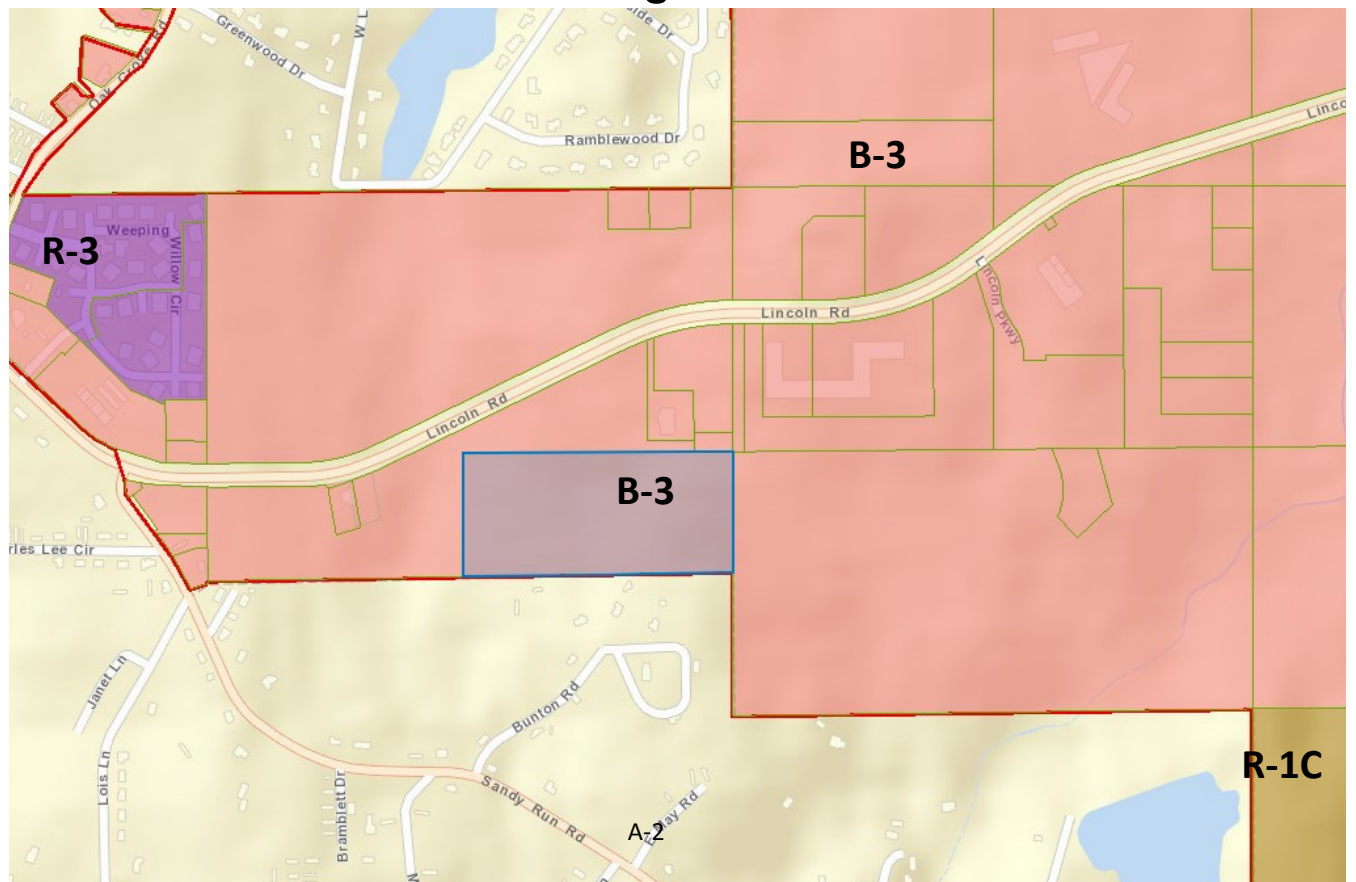
The petitioners request to change the zoning classification for certain properties located south of Lincoln Road (Parcel 056L-23-015.000, PPIN 17642, and Parcel 056L-23-004.000, PPIN 29025 Lamar County, Ward 3) from Section 5.4.10 Community Business District B-3 to Section 5.4.3 Residential District R-1A



Vicinity Map—Ward 3



Zoning—B-3



Site Aerial



SURROUNDING AREA

North: B-3 Community Business District (Undeveloped)



South: Outside of City Limits (undeveloped and residential uses)

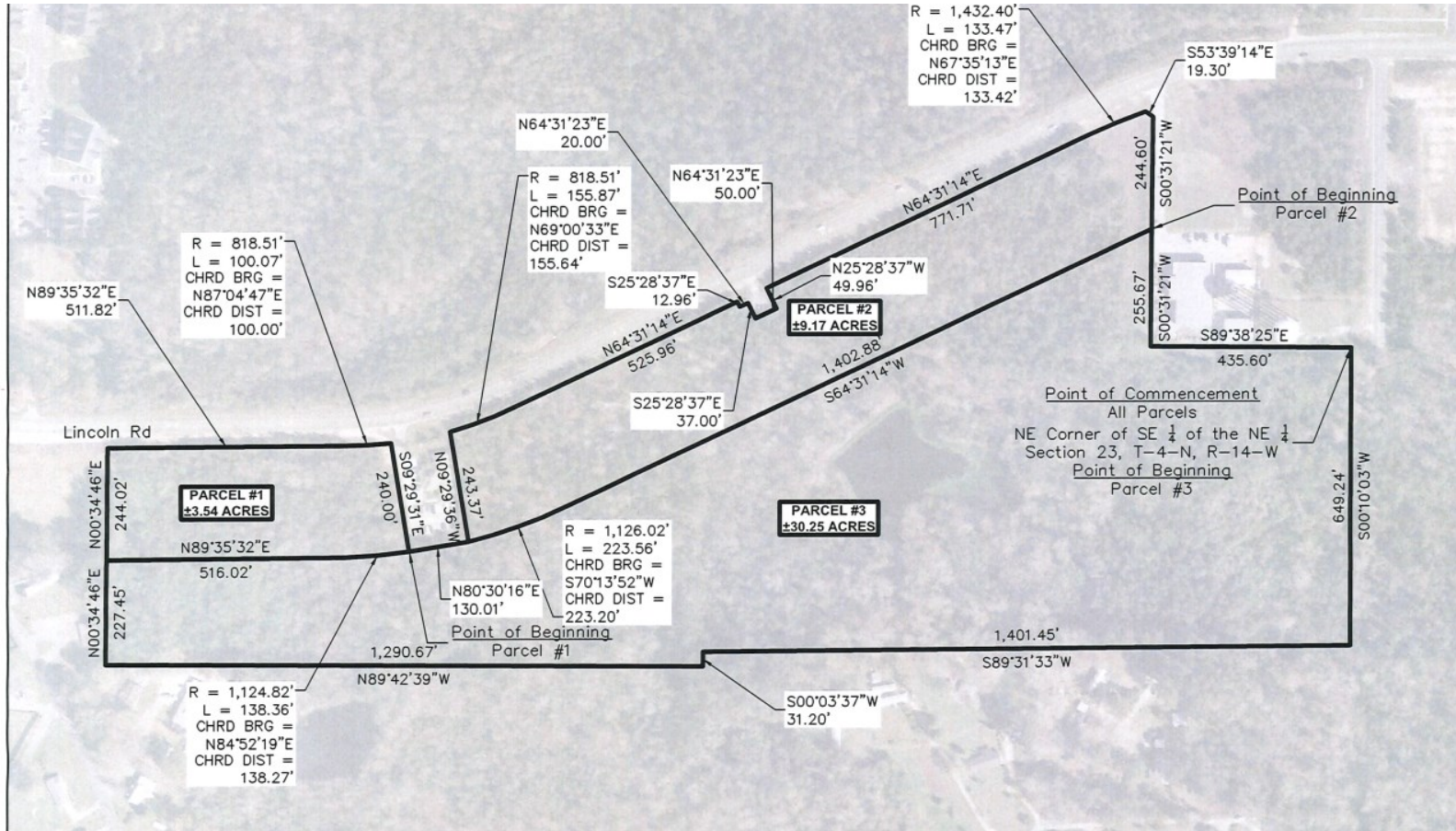
East: B-3 Community Business District



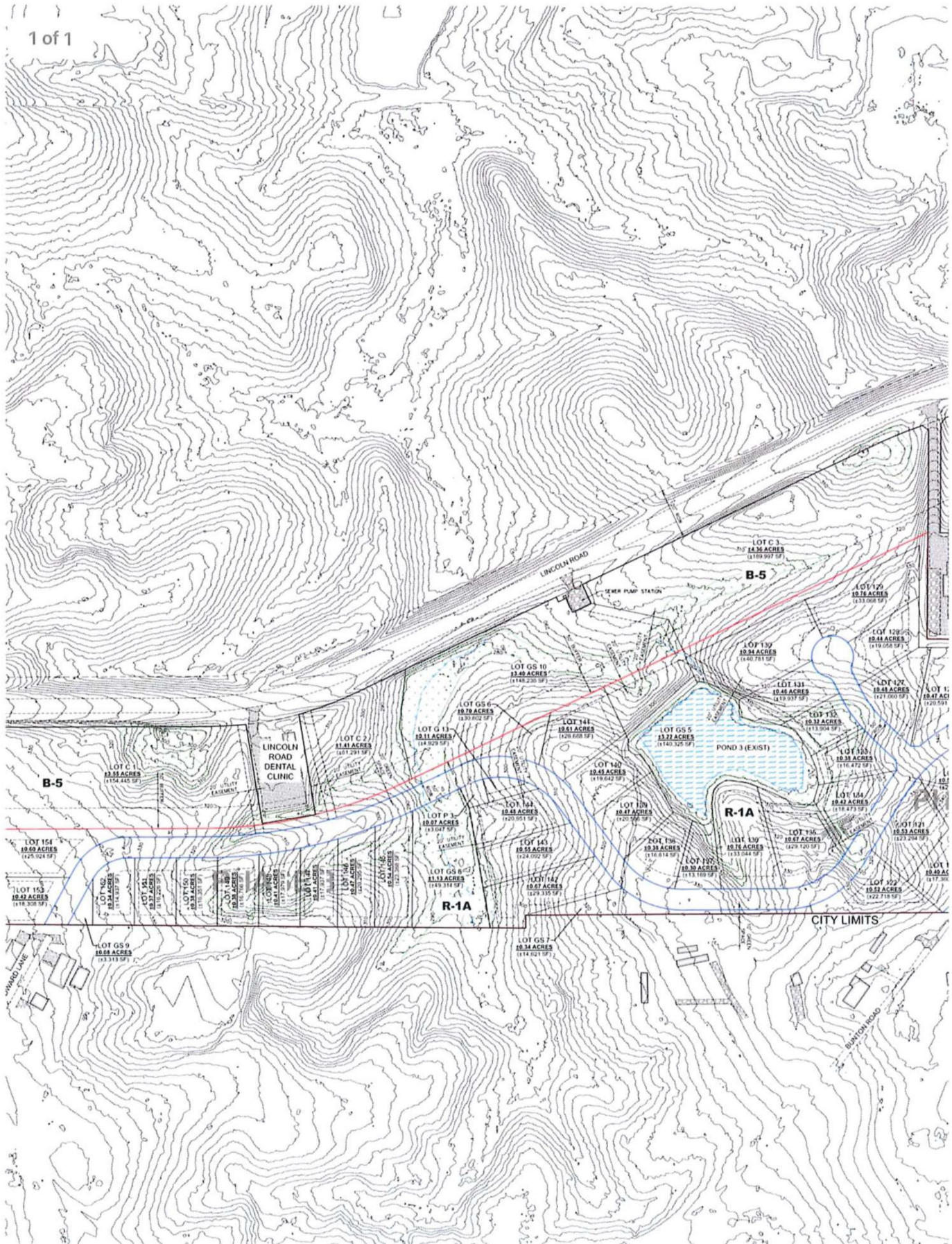
West: B-3 Community Business District (Vacant)



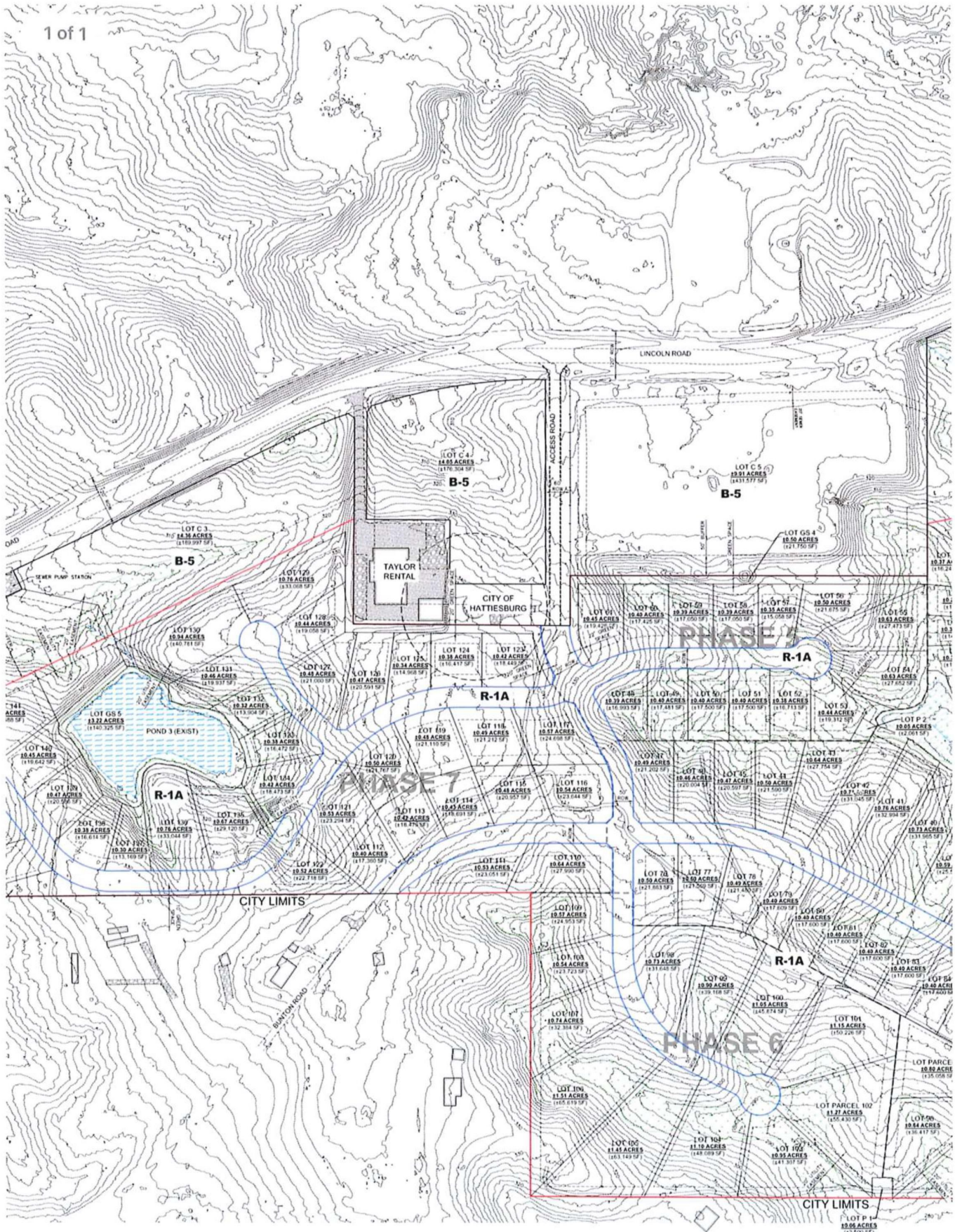
Proposed Area for Rezone

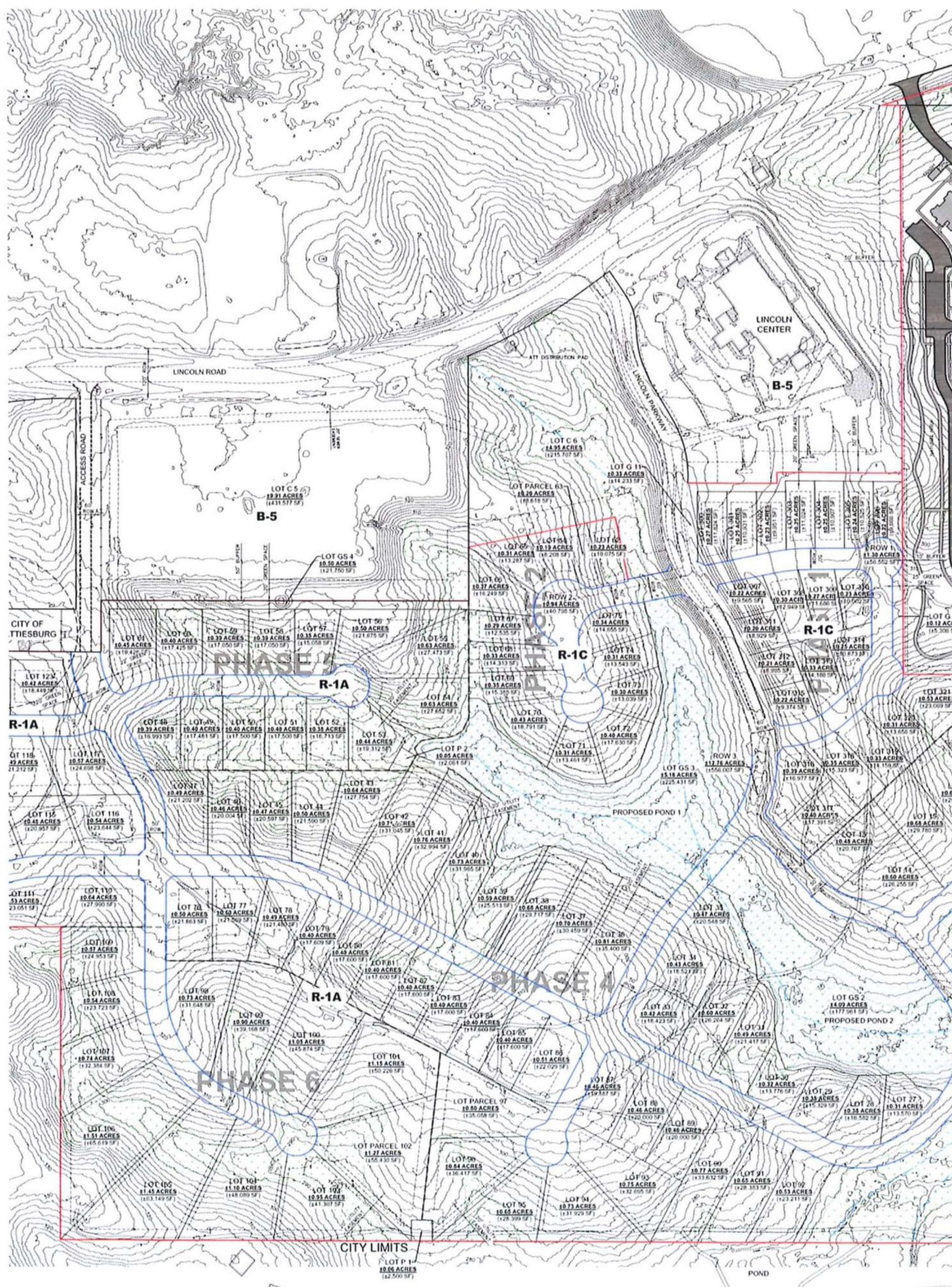


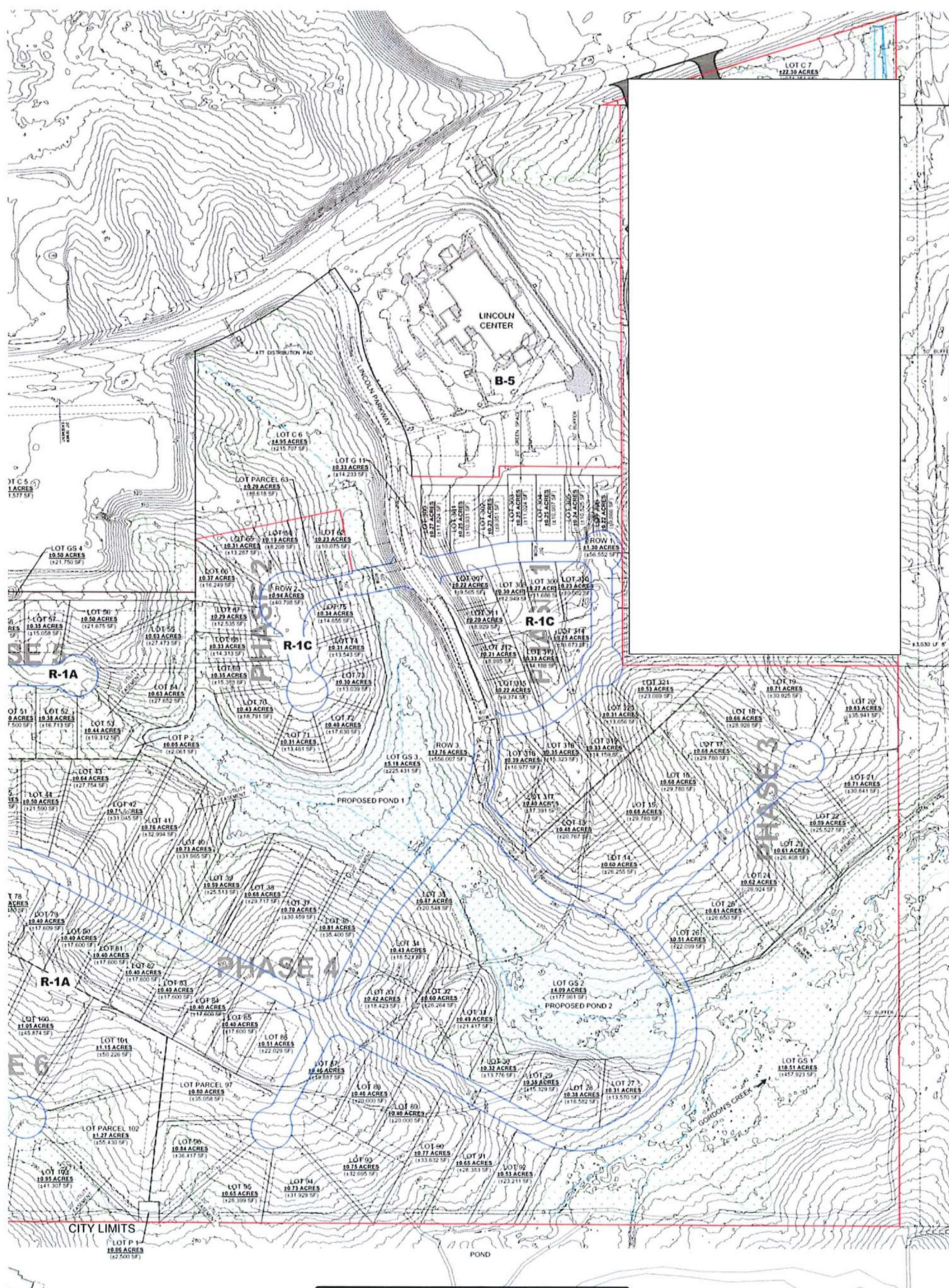
Proposed Subdivision—Page 1



Proposed Subdivision—Page 2









**Planning Commission
Case Fact Sheet**

Name of Petitioner: David C. Lee, Owner, Charles Dawe, Representative, and Forrest Dungan, Engineer

Address of Property:	Tax Parcel	PPIN:	Ward:
Undeveloped Parcels on Lincoln Road	056L-23-015.000	17642	3
	056L-23-004.000	29025	3

Request: **Zoning Change**

Purpose of Request: To change the zoning classification for certain properties located south of Lincoln Road (Parcel 056L-23-015.000, PPIN 17642, and Parcel 056L-23-004.000, PPIN 29025 Lamar County, Ward 3) from Section 5.4.10 Community Business District B-3 to Section 5.4.3 Residential District R-1A

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.3 R-1A Residential District: The purpose of the R-1A 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.

4.5.10 B-3 Community Business District: The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

**SECTION 5
SECTION 6**

**Use Regulations and Conditions
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: The undeveloped parcel is currently zoned B-3 Community Business District

Present Use: Vacant, undeveloped

Future Land Use: Community Business Corridor, Planned **Mixed-Use** District

Surrounding Zoning and Land Use:
North: B-3 Community Business District
South: Outside of City Limits
East: B-3 Community Business District
West: B-3 Community Business District

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of May 17, 2022.

History / Background: The petitioner met with Staff in Pre-Application to discuss a proposed development of a subdivision on unimproved parcels

along Lincoln Road. The petitioners discussed that they had originally started the project as a mixed-use development, but it has since evolved into a different proposal based on market demand, where focus is on single-family residences. The petitioners plan to phase in the development, with the initial phase beginning with the area being considered for a rezone.

Entrances to the subdivision as proposed are from the existing access road (Between Taylor Rental and Hattiesburg Clinic) and would possibly tie in to Windward Lane (outside of city limits). The resulting rezone request will result in two parcels being split-zoned, with property along Lincoln Road remaining a B-3 Zoning and portions behind being zoned to R-1A. After being rezoned, a major subdivision would be required, as well as site plan review. The current plans for the major subdivision would eliminate any split-zoning of the parcels.

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 21, 2022

Re: Approve or Deny a petition filed by De'Broski R. Herbert, owner, for a conditional use for "Horticulture-for profit and research-related" in I-1 Zone (Light Industrial) for 88 Academy Drive (Parcel 2-042I-36-006.00, PPIN 7069, Forrest County, Ward 5). The Planning Commission recommended to Approve on June 1, 2022.
File Number: 2022-417
Minute Book #

Summary

88 Academy Drive – Conditional Use - "Horticulture-for profit and research-related" in an I-1 Zone, Ward 5

Recommendation Statement

Please place this on the June 21, 2022 City Council meeting for consideration.

SUBJECT PARCEL:

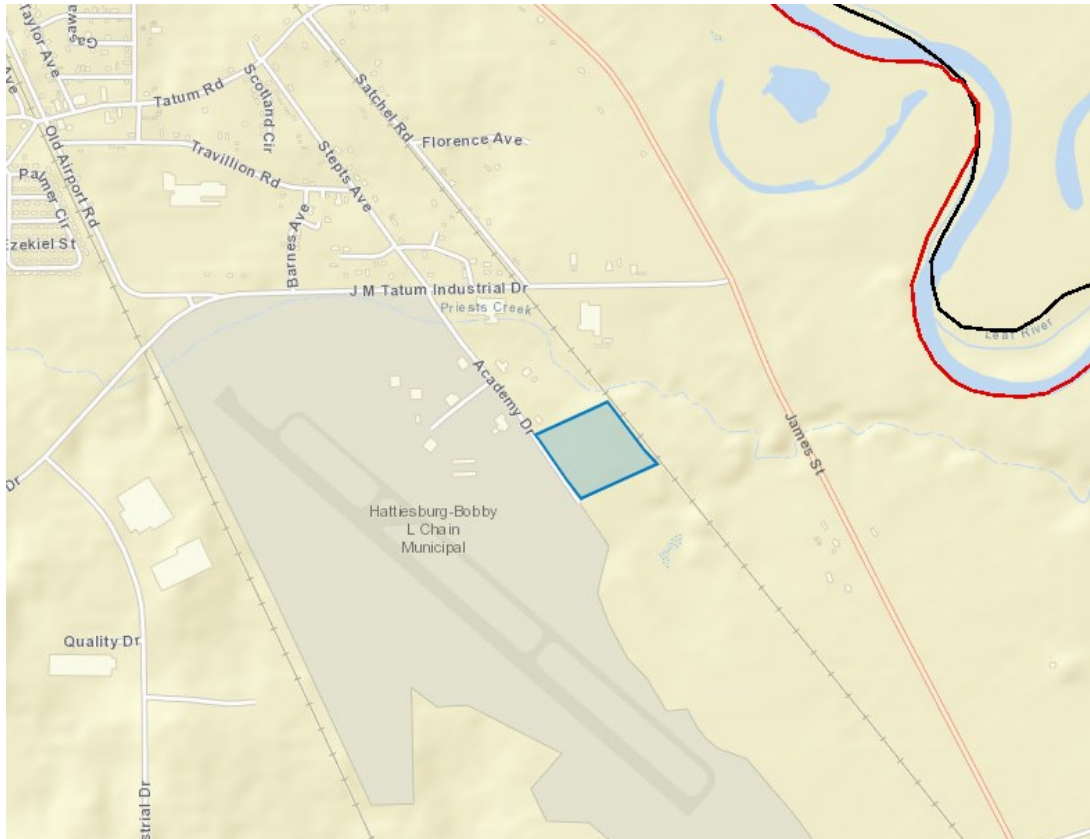
88 Academy Drive

De'Broski R. Herbert, Owner

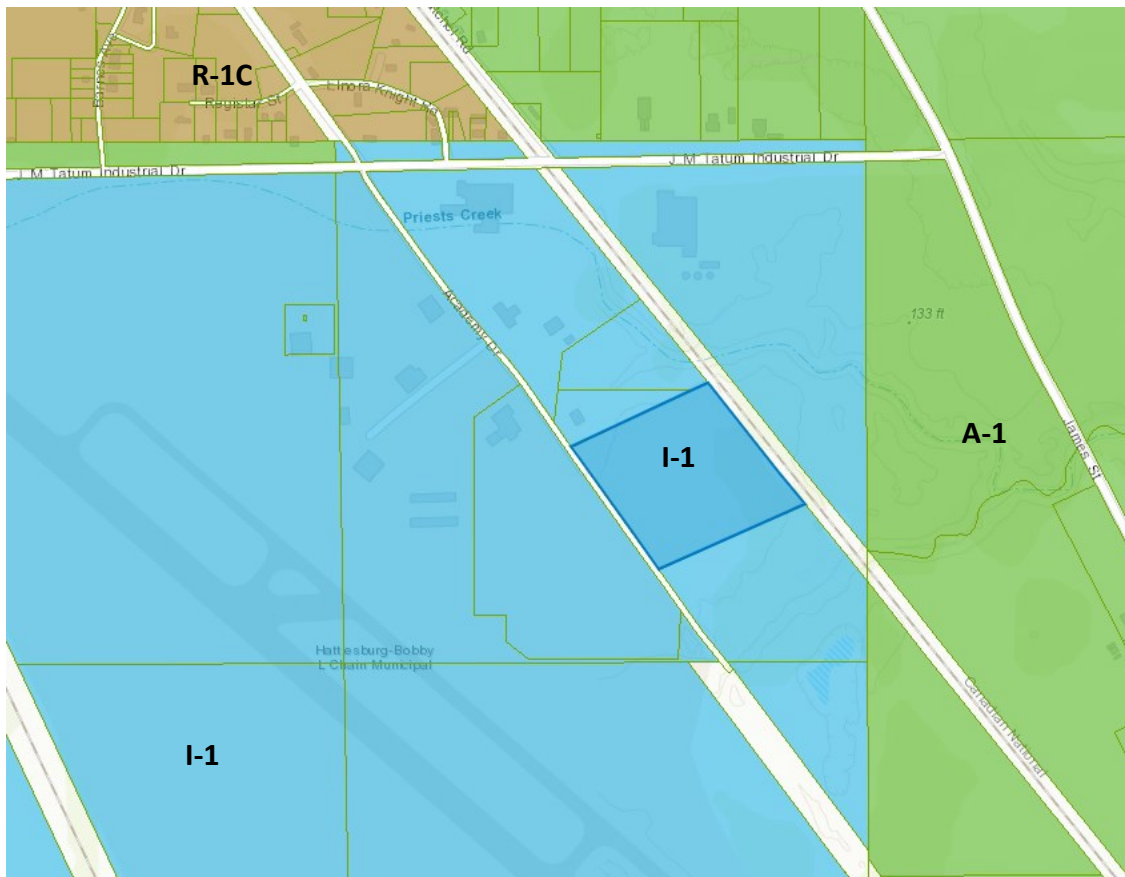
To consider an application to request a Conditional Use for “Horticulture-for profit and research-related” in an I-1 Zone (Light Industrial) for a certain property located at 88 Academy Drive (Parcel 2-042I-36-006.00, PPIN 7069, Forrest County, Ward 5).



Vicinity Map—Ward 5



Zoning I-1



Site Aerial



SURROUNDING AREA

Northern Direction: I-1 Light Industrial

Vacant/Undeveloped



Southern Direction: I-1 Light Industrial— Airport Runway



**Eastern Direction: I-1 Light Industrial
Johnson Controls**



**Western Direction: A-1 General
Agricultural**



Conceptual Site Plan





**Planning Commission
Case Fact Sheet**

Names of Petitioner: De'Broski R. Herbert, owner

Address of Property: 88 Academy Drive	Tax Parcel 2-042I-36-006.00	PPIN: 7069	Ward: 5
---	---------------------------------------	----------------------	-------------------

Request: **Warehousing and Distribution**

Purpose of Request: To consider an application to request a Conditional Use for "Horticulture-for profit and research-related" in an I-1 Zone (Light Industrial) for a certain property located at 88 Academy Drive (Parcel 2-042I-36-006.00, PPIN 7069, Forrest County, Ward 5).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.13 I-1 Light Industrial District: The purpose of the I-1 District is to provide for the development of research, light industrial, office parks, warehouse, and distribution centers consistent with comprehensive planning policies. This district is consistent with the Industry and Corporate Office District in the Comprehensive Plan.

12.3.3.4 Reestablishment Restricted. A legal Conditional Use, as approved by the Governing Authority (City Council), when discontinued or abandoned, shall not be resumed.

Discontinuance or abandonment shall be defined as:

- i. When land used for a legal conditional use ceases to be used in a bona fide manner or a period of six consecutive calendar months;
- ii. When a building designed or arranged for a Conditional Use ceases to be used in a bona fide manner as a legal nonconforming use for continuous period of six consecutive calendar months;

iii. When a building designed or arranged for a conforming use shall cease to be used in a bona fide manner as a Conditional Use for a period of six consecutive calendar months.

Present Zoning:	This parcel is currently zoned I-1(Light Industrial) District.
Present Use:	Bamboo Farm (refer to history and background) the lot was previously undeveloped
Future Land Use:	Industrial/Corporate Office District
Surrounding Zoning and Land Use:	North: I-1(Light Industrial) District. South: I-1(Light Industrial) District. East: A-1 (General Agricultural) District West: I-1(Light Industrial) District.
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of May 18th, 2022
History / Background:	During routine waste collection, public works noted a large portion of property located at 88 Academy Drive had been cleared and alerted the building division, as there were no permits on file for the work that had been done. The building division notified the applicant of the proper procedures on establishing a commercial operation within the City of Hattiesburg and the applicant worked with staff to meet in a Pre-Application meeting. After meeting with the applicant in a Pre-Application meeting, the applicant shared plans to establish a commercial bamboo farm on the property and provided a site plan for the proposed development. During the meeting, staff were made aware that the applicant had already made a significant investment in bamboo shoots that would need to be planted prior to the public hearing to save the product. Staff and administration worked with the applicant to allow the applicant to plant the bamboo shoots, with the understanding that if the conditional use is not approved the applicant will not be able to move forward with the development. Staff approved the minimum required work allow for the planting of the bamboo shoots. The applicant is currently working with staff on an approvable site plan
Option:	Basis for approval:

12.3.3.2 Additional Approval Criteria. The applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one

or more criteria that it determines are not applicable based upon the expected impact of the proposal.

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 21, 2022

Re: Approve or Deny a petition filed by Bryant Hensleigh, representative, and Maxem Health Urgent Care, applicant, and Charlotte C. Rawls, owner, for a variance from section 6, Table 6.1 “Minimum Front Setback” for B-3, “30 feet”, and instead allow a setback of five (5) feet for a variance of twenty-five (25) feet along U.S. Highway 49 for a proposed building at 6096 U.S. Highway 49 (Parcel No. 2-0280-08-243.00, PPIN 16559, Forrest Co., Ward 4). The Board of Adjustment recommended to Approve on June 1, 2022.
File Number: 2022-419
Minute Book #

Summary

6096 U.S. Highway 49 - Variance – Front setback, Ward 4

Recommendation Statement

Please place this on the June 21, 2022 City Council meeting for consideration.

SUBJECT PARCEL:

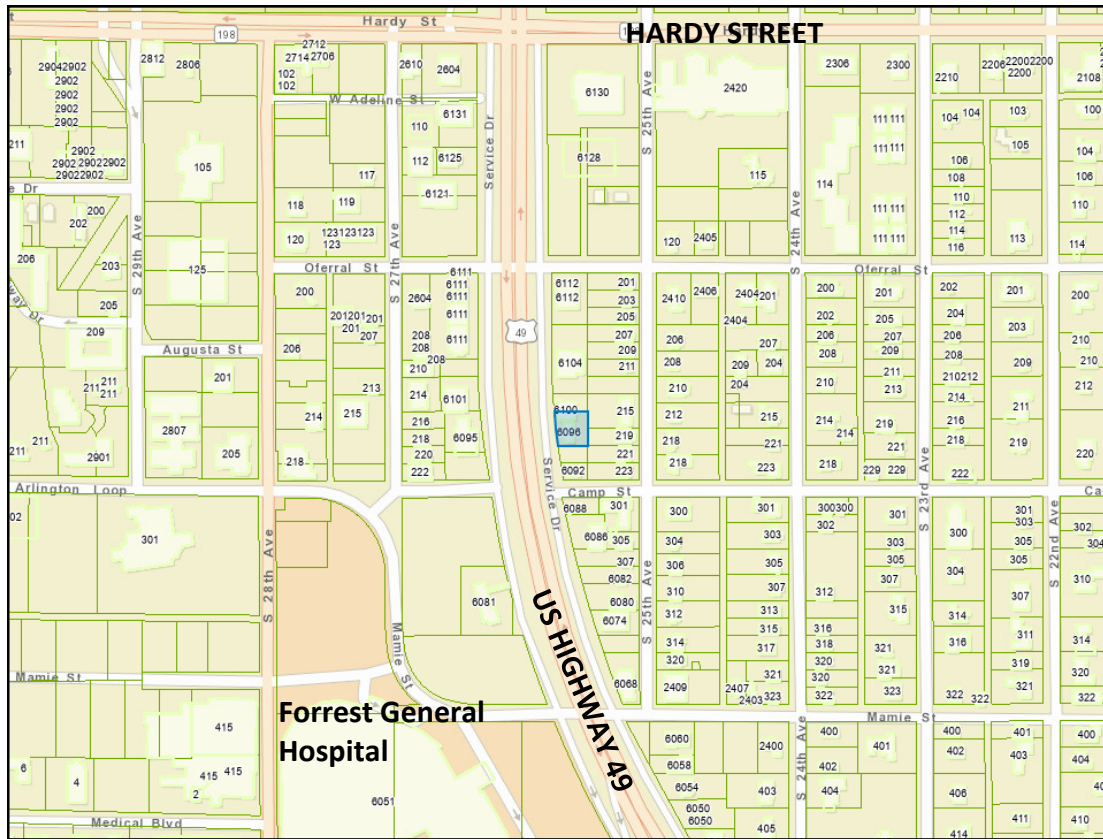
6096 Hardy Street—Maxem Health Clinic (New Build)

Bryant Hensleigh, Engineer, and Maxem Health Urgent Care, Applicant

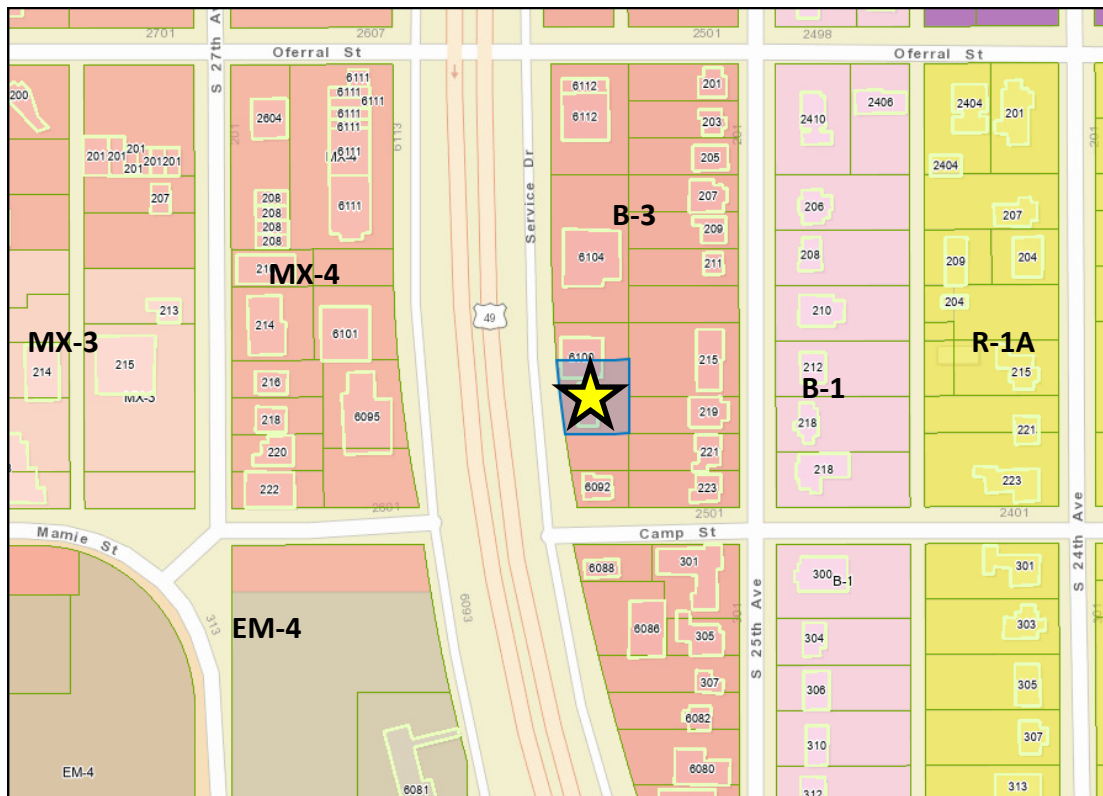
The petitioners request a variance from section 6, Table 6.1 “Minimum Front Setback” for B-3, “30 feet”, and instead allow a setback of five (5) feet for a variance of twenty-five (25) feet along U.S. Highway 49 and to request a variance from section 7.10.11.1 “Perimeter Landscaping: A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage” and instead allow five (5) feet of green strip for a variance of ten (5) feet for a proposed building to be located at 6096 U.S. Highway 49 (Parcel



Vicinity Map—Ward 4

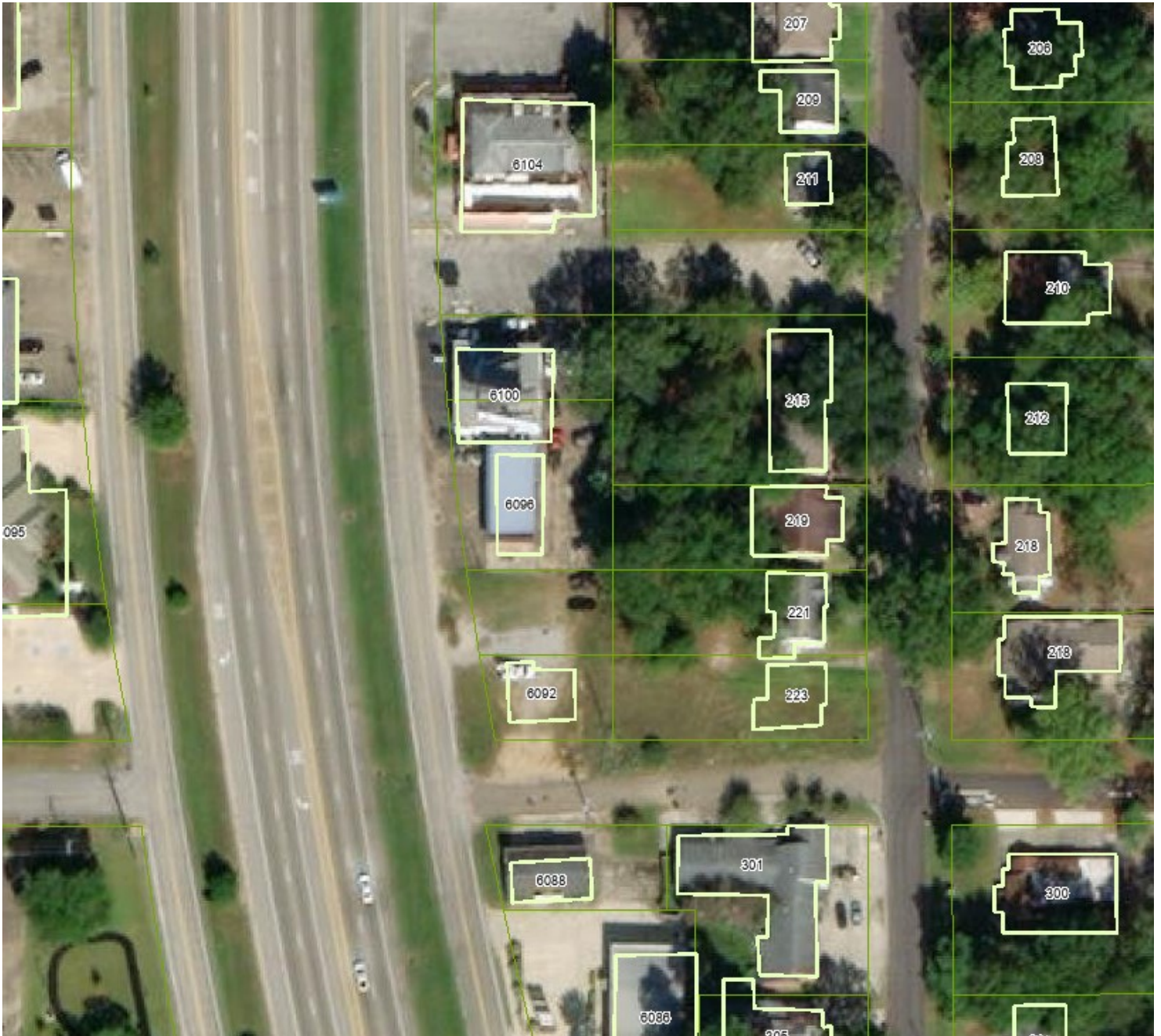


Zoning—B-3



Site Aerial

(Building Shown on site has since been demolished)



SURROUNDING AREA

Northern Direction: B-3 Community Business, Automotive Maintenance and Repair



Southern Direction: B-3 Community Business
Professional Office

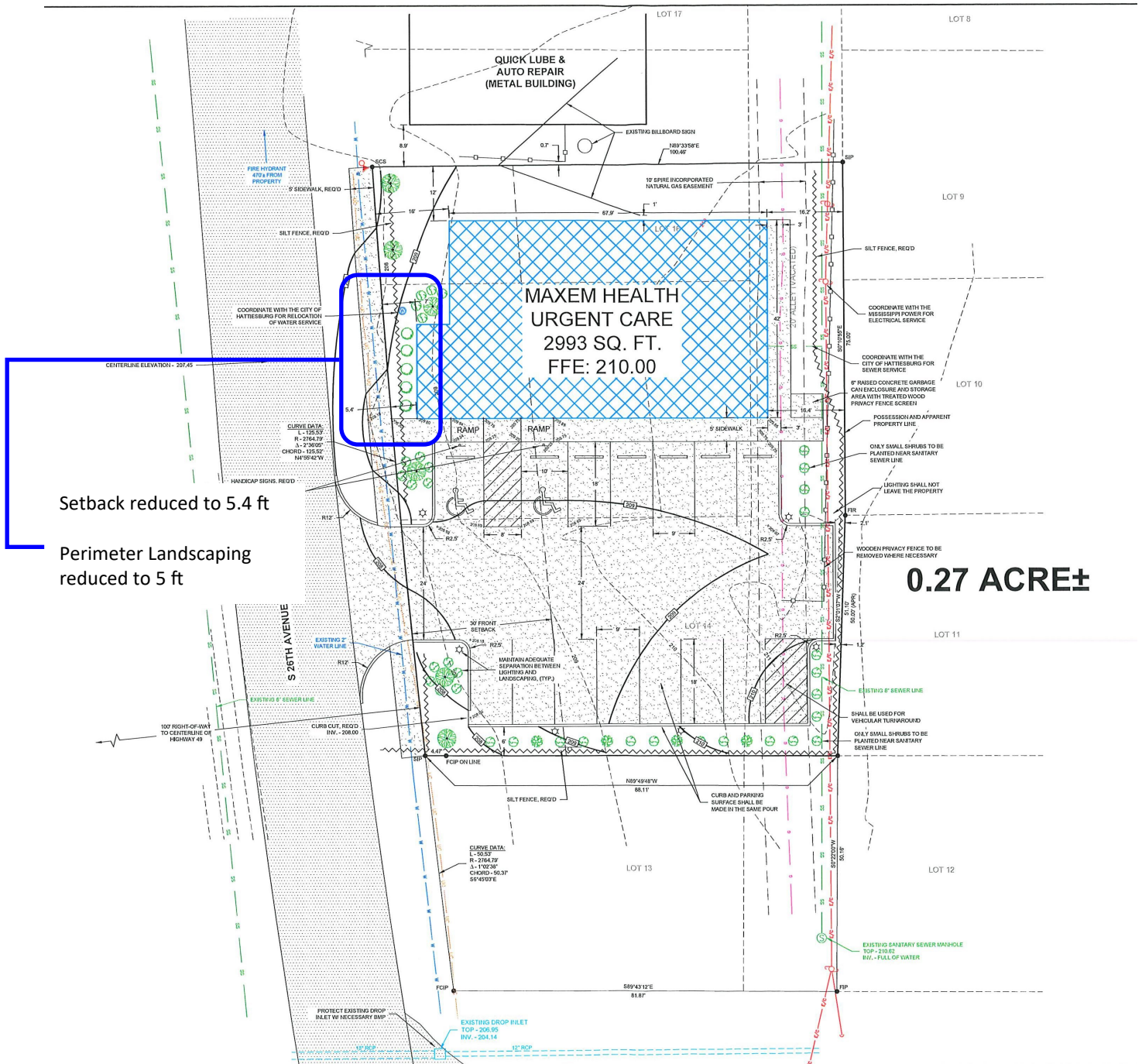


Eastern Direction: MX-4 Mixed Use (4 Story) - Midtown Special District
Financial and Medical Uses

Western Direction: B-3 Community Business
Single-Family Residential



Site Plan with locations of variances high lighted.



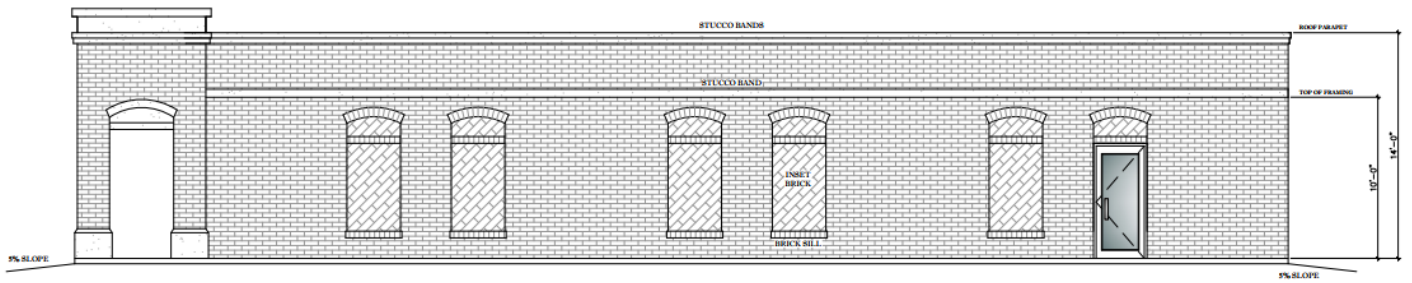
Building Elevations

Approved by Hattiesburg Historic Conservation Commission



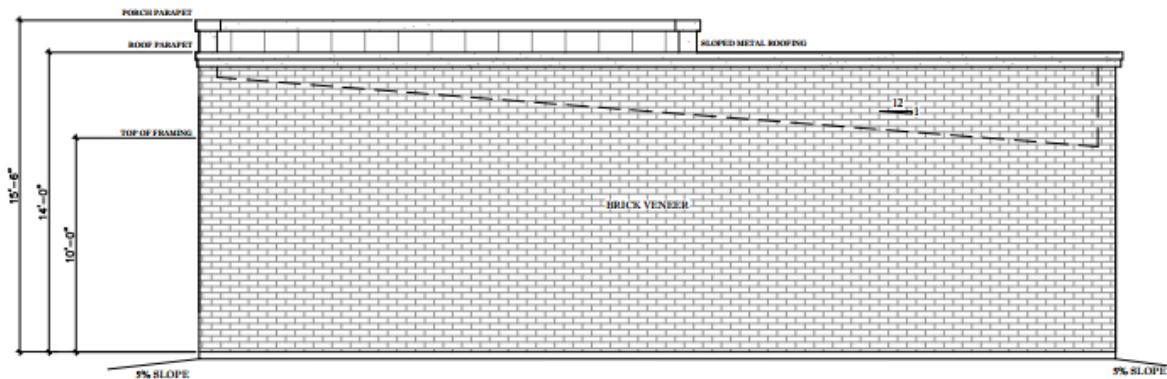
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



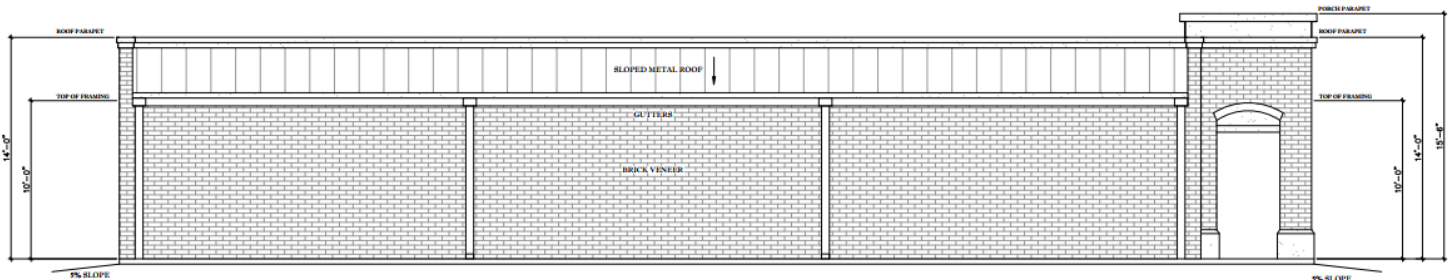
RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Bryant Hensleigh, Engineer, and Maxem Health Urgent Care, Applicant

Address of Property:	Tax Parcel	PPIN:	Ward:
6096 US Highway 49	2-028O-08-243.00	16559	4

Requests: Front setback variance and Perimeter Landscaping Variance

Purpose of Request: The petitioners request a variance from section 6, Table 6.1 "Minimum Front Setback" for B-3, "30 feet", and instead allow a setback of five (5) feet for a variance of twenty-five (25) feet along U.S. Highway 49 and to request a variance from section 7.10.11.1 "Perimeter Landscaping: A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage" and instead allow five (5) feet of green strip for a variance of ten (5) feet for a proposed building to be located at 6096 U.S. Highway 49 (Parcel No. 2-028O-08-243.00, PPIN 16559, Forrest Co., Ward 4)

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts

4.5.10 B-3 Community Business District

The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

SECTION 6 Dimensions

6, Table 6.1 – “Min/Max Front Setback”

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%	-
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20
B-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30
B-4	No minimum/ none	-	No limit	0	10	0	0	135 feet or 10 stories	100%	40
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50

6.7.2 Measuring Structure Distance.

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

SECTION 7 Design Standards: Table 7.1

7.10.2 Perimeter Landscaping

7.10.11.1 - A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage.

Table 7.1 Design Standards																
STANDARD		DISTRICT														
■ = Required ✖ = Not required		A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	PMU
7.10.11 7.10.2 Perimeter Landscaping.																
7.10.11.1	A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal <u>frontage</u> .	✖	✖	✖	✖	✖	✖	✖	■	■	■	✖	■	■	■	■
7.10.11.2	Landscaping shall comply with the Plant Standards, Installation and Maintenance in this section.	■	■	■	■	■	■	■	■	■	■	✖	■	■	■	■

Present Zoning: B-3, Community Business District; The property is also located within the Park Haven Historic District

Present Use: Undeveloped / Vacant

Future Land Use: Community Business Corridor

Surrounding Zoning and Land Use:

North:	B-3 Community Business District – Auto Repair/Maintenance
South:	B-3 Community Business District – Professional Office
East:	B-3 Community Business District – Single-Family Residential
West:	MX-4 Mixed Use 4 Store – Medical / Financial

Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case, as of May 20, 2022. The applicant has not provided letters of support from neighboring properties as of May 20, 2022
---	--

History / Background: The applicant met with staff in Pre-Application to discuss the development of a medical clinic for Maxem Health at the proposed location. A former car-wash facility was recently demolished at this location, leaving a blank slate for infill development. After meeting with the applicant, staff suggested reducing the front setback to bring the building closer to the street to match the existing pattern of development along this frontage road and to better accommodate the parking lot. Future plans at the Camp Street intersection just north of this site include improved pedestrian connectivity, where having a reduced setback will create a more engaging street.

The reduction of the front setback also allows for more developable

Item: B

Bryant Hensleigh, Engineer, and Maxem Health Urgent Care, Applicant
Request for **Setback and Perimeter Landscaping Variance**

area on site, allowing for parking to be located on the side of the building, instead of in front of the building. Locating parking to the side allows for the building façade to be showcased, instead of a parking lot, which is a more desirable streetscape on a prominent corridor in the City of Hattiesburg.

The reduced building setback resulted in a portion of the building façade encroaching on the required 10ft deep landscape strip along the right-of-way. However, it may be within a 10% measurable area eligible for an administratively issued “waiver” per LDC 12.5.4. At this time staff is requesting the Board of Adjustment to vote on the variance unless the applicant can document the request is within 10% of the required amount of landscaping (LDC 12.5.4.3.). While reduced for the one section of frontage for the entrance façade, the applicant is meeting or exceeding the landscape requirement along the remaining street frontage. Sidewalks will also be constructed and an additional 8 ft of landscaping in the right-of-way will be in place between the sidewalk and the street.

The property is located within the Parkhaven Historic District, which requires architectural review for exterior site elements as well as site design prior to construction. The Hattiesburg Historic Conservation Commission approved the architectural plan and site plan on May 11th, 2020. Architectural plans are included in this report. The applicant is currently working through site plan review with staff pending variance approval.

Basis for Approval (12.4.1.1):

I. Hardship.

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

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

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

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

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

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 21, 2022

Re: Approve or Deny a petition filed by Scott Alexander, Owner, for a variance from section 10, Table 10.6 "Sign Message Area (Max)(sq. ft)" for wall signs in B-3, "maximum 15% of the single wall", and instead allow a wall sign of one hundred ten feet (110) square feet for a variance of sixty one (61) square feet for 1610 Hardy Street (Parcel No. 2-029M-09-518.00, PPIN 16815, Forrest County, Ward 4). The Planning Commission recommended to Approve on June 1, 2022.
File Number: 2022-418
Minute Book #

Summary

1610 Hardy Street - Variance – Wall Sign, Ward 4

Recommendation Statement

Please place this on the June 21, 2022 City Council meeting for consideration.

SUBJECT PARCEL:
1610 Hardy Street— Hardy Street Baptist Church

Scott Alexander, Owner

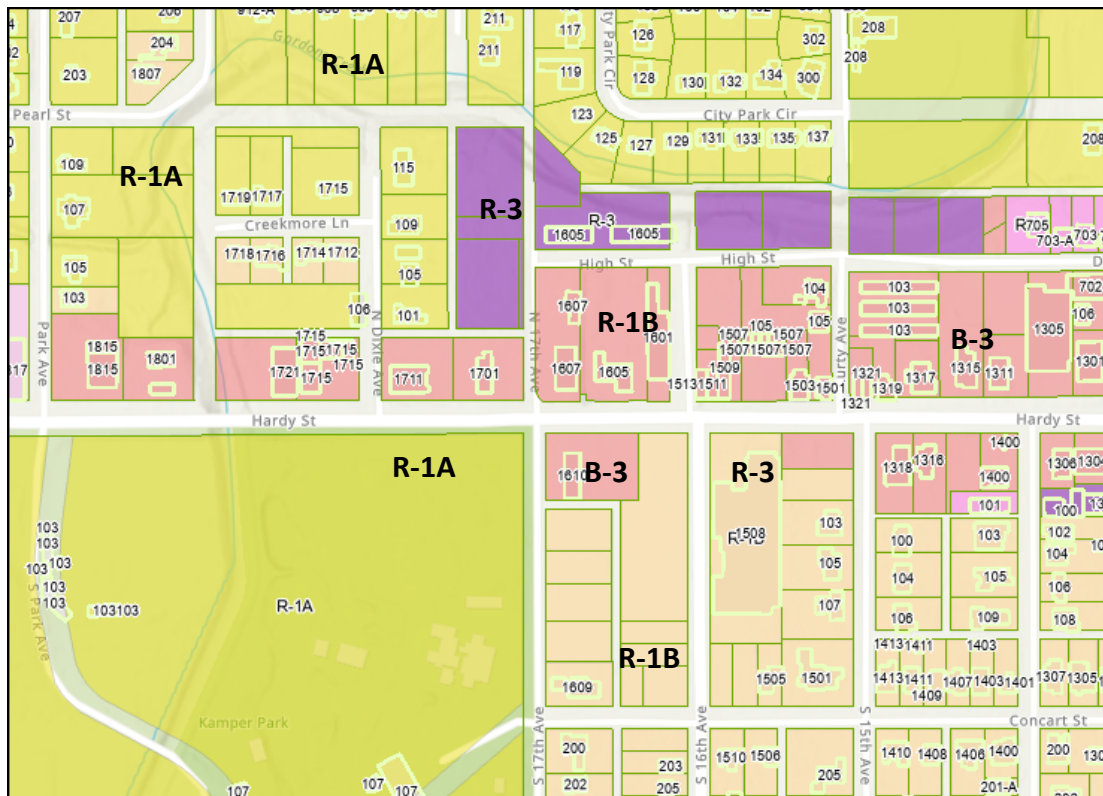
The petitioners request a variance from section 10, Table 10.6 “Sign Message Area (Max)(sq. ft)” for wall signs in a B-3 District, “maximum 15% of the single wall”, and instead allow a wall sign of one hundred ten feet (110) square feet for a variance of sixty one (61) square feet for a certain property located at 1610 Hardy Street (Parcel No. 2-029M-09-518.00, PPIN 16815, Forrest County, Ward 4).



Vicinity Map—Ward 4



Zoning—B-3



Site Aerial



SURROUNDING AREA

Northern Direction: B-3 (Community Business)

Retail / Bike Shop



Southern Direction: R-1B Single Family Residential / Surface Parking

Eastern Direction: R-1B(Single Family Residential) District
Hardy St Baptist Church



Western Direction: R-1A (Single-Family Residential)

Zoo / Kamper Park



Sign Dimensions provided by Licensed Contractor



Sign Dimensions:

Total Area: 110 ft²

Wall Dimensions:

Total Area: 325ft²

Sign Area to Single-Wall Area: 33.85 %

Maximum Allowed for B-3: 15%



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Scott Alexander, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
1610 Hardy St	2-029M-09-518.00	16815	4

Request: **Wall Sign Variance**

Purpose of Request: from section 10, Table 10.6 "Sign Message Area (Max)(sq. ft)" for wall signs in a B-3 District, "maximum 15% of the single wall", and instead allow a wall sign of one hundred ten feet (110) square feet for a variance of sixty one (61) square feet for a certain property located at 1610 Hardy Street (Parcel No. 2-029M-09-518.00, PPIN 16815, Forrest County, Ward 4)

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Section 4.5.10 - B-3 Community Business District

The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

SECTION 10

Table 10.6-2: Dimensional Requirements by Sign Type

Table 10.6-2 – Wall Sign: Sign Message Area (max) (sq. ft.): For B-3, B-5, I-1, I-2 – maximum of 15% of the single wall, 350 square feet max

Present Zoning: B-3 Community Business District

On Premises Signs Building					
Wall Sign	Wall signs shall not extend above roof line	For B-1 , All R zones– 1 square foot sign area/1' front façade width up to 50 square feet	n/a	n/a	2 per structure/unit
		For B-2 – 1 square foot sign area/1' front façade width up to 100 square feet	n/a	n/a	3 per structure/unit
		For B-3, B-5, I-1, I-2 – maximum of 15% of the single wall, 350 square feet max, or for structural canopy 10% per side	n/a	n/a	3 per structure/unit
		For B-4 - 1' sign area/1' front facade width up to 150'			

Present Use: Place of Assembly

Future Land Use: Neighborhood Business Corridor

**Surrounding Zoning:
and Land Use:**

North: B-3 (Community Business District) – Retail / Restaurant
 South: R-1B (Single Family Residential) District - Residential
 East: R-1B (Single Family Residential) District – Place of Assembly
 West: R-1A (Single Family Residential) District – Park / Zoo

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of May 20, 2022. The Applicant submitted letters of support from neighbors.

History / Background:

The applicant worked with a sign contractor who was not familiar with the city's sign regulations and installed the sign without a permit. After the applicant was notified the sign had not been permitted, they worked with a licensed contractor to apply for a sign permit. The licensed sign contractor noted the sign, as installed, does not meet code and would require a variance. The applicant then met with staff to review the variance application and are seeking a variance for the currently installed sign.

Basis for Approval (12.4.1.1):

I. Hardship.

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

- areas or uses within the same zoning district.
- II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.
 - III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.
 - IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.
 - V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.
 - VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, June 21, 2022
Re: Adopt Resolution re-appointing Randy Pope as City Attorney effective August 1, 2022, through July 31, 2023.
File Number: 2022-413
Minute Book #

Summary

Adopt Resolution appointing Randy Pope as City Attorney effective August 1, 2022, through July 31, 2023.

Recommendation Statement

I recommend that this item be placed on the Council agenda for consideration.

Please place this on the June 21, 2022 City Council meeting for consideration.

Pope & Pope, P.A.

Moran M. Pope, Jr. (1922-2017)
Moran M. Pope, III

Attorneys and Counselors
Post Office Box 17527
Hattiesburg, Mississippi 39404-7527

Telephone 601-268-9997
Email:randypope@popelaw.com

June 21, 2022

HAND-DELIVERED

Honorable Mayor and City Council
The City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Re-employment of Moran M. Pope, III, as City Attorney

Dear Mayor and Council Members:

As you may know, *Miss. Code Ann.* § 21-15-25 provides that “the governing authorities may annually appoint an attorney-at-law for the municipality, prescribe his duties and fix his compensation.” The purpose of this letter is to set forth generally my understanding of the terms of my employment as municipal attorney for the City of Hattiesburg (“the City”) beginning on August 1, 2022.

My understanding of the legal services to be performed and the compensation to be paid for those services are as follows:

1. As municipal attorney, I will handle administrative legal work for an annual salary of \$70,000.00.
2. I will handle litigation and other work not considered administrative legal work involving the City at an hourly rate of \$200.00 per hour. I am mindful of the costs of legal services and understand that every client desires to avoid unnecessary expense. Accordingly, I will seek at all times to represent the City efficiently and effectively.
3. For representing the City in connection with the matter of issuing or refunding municipal bonds, I will receive not more than one percent (1%) of the amount of the bonds issued or refunded up to \$500,000.00, and not more than one-half of one percent (0.5%) of that part of the amount of the bonds issued or refunded in excess of \$500,000.00, as authorized by applicable Mississippi statutes.
4. Expenses and costs incurred on City business, such as mileage and filing fees, will be paid by the City. Applicable travel expense will be billed at a rate as is provided by applicable law. If commercial transportation is necessary, the actual expense incurred will be billed to the City at the lowest fare available.

Honorable Mayor and City Council
The City of Hattiesburg
June 21, 2022
Page Two

5. At any time, but only upon my request, the Mayor and City Council will consider the employment of outside counsel to handle or assist me in the representation of the City.

For purposes of this engagement letter, the following definitions are submitted:

(i) "Administrative legal work" shall include attendance at all regular and special meetings of the City Council; review of all ordinances, resolutions, orders, etc., in connection with such meetings; written and oral legal opinions to the Mayor and the City Council on routine matters; and consultation (whether in person or by telephone) with the Mayor, members of the City Council, or other staff and employees at the request of the Mayor, Department Heads, or the City Council.

(ii) "Litigation and Non-Administrative" shall include suits or claims filed, threatened or asserted against the City or any of its officers, agents or employees to whom the City is liable for a defense or intergovernmental proceedings or activities instituted by the City or in which the City is otherwise joined or chooses to participate as an interested party. "Other non-administrative legal work" not considered administrative legal work and for which the litigation hour billing will apply shall include document preparation and filing as well as appearances before administrative or quasi-judicial bodies, and non-routine, complex or unusually time-consuming matters.

In addition to the foregoing definitions, the following provisions are also applicable:

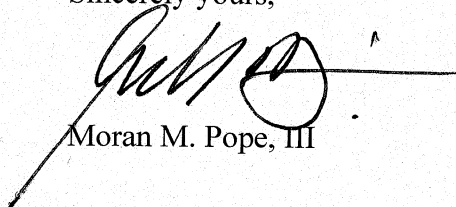
(a) The employment shall be in full force and effect for a period beginning on August 1, 2022, and continuing through July 31, 2023.

(b) I shall always be mindful of the fact that, as required by the ethics of the legal profession, my client is the City of Hattiesburg and its citizens corporately, not the Mayor or the members of the Council alone.

I believe that the above and foregoing terms and provisions outline in reasonable detail my agreement with the City to serve as regular City Attorney.

It is indeed a privilege to represent the City and to work with you. I sincerely appreciate the opportunity to represent the City.

Sincerely yours,



Moran M. Pope, III

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, June 21, 2022

Re: Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 25126 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Trace West, LLC., in the amount of \$3,625.00 in accordance with 21-17-1.
File Number: 2022-429
Minute Book #

Summary

Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 25126 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Trace West, LLC., in the amount of \$3,625.00 in accordance with 21-17-1.

Recommendation Statement

I recommend this item be added to the Council agenda for consideration.

Please place this on the June 21, 2022 City Council meeting for consideration.

Prepared By, Record and
Return to:
Pope & Pope, P.A.
Moran M. Pope, III
MS Bar No. 4441
P.O. Box 17527
Hattiesburg, MS 39404
(601)268-9997

INDEXING INSTRUCTIONS: Part of Lot 13, G.D. Wilson Subdivision of Block 170 of Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **GRANTOR**,

THE CITY OF HATTIESBURG
a Mississippi Municipal Corporation
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4500

does hereby grant, bargain, sell, convey and quitclaim unto the **GRANTEE**,

TRACE WEST, LLC
A Mississippi Limited Liability Corporation
1202 S. 34th Avenue
Hattiesburg, MS 39402

Telephone: _____

any and all of its right, title and interest in the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

A part of Lot Thirteen (13) of the G. D. Wilson Subdivision of Block 170 of the Crittenden Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit: Commencing at the Southeast corner of said Lot Thirteen (13) and run thence West a distance of 6'10" for a point of beginning, from said point of beginning run thence North a distance of 125 feet, thence run West a distance of 64.3 feet, thence run South a distance of 125 feet, thence run East a distance of 64.3 feet to the point of beginning, together with all improvements lying thereon and appurtenances thereunto belonging.

WITNESS MY SIGNATURE, on this, the ____ day of _____, A.D., 2022.

CITY OF HATTIESBURG

By: _____
TOBY BARKER, MAYOR

ATTESTED BY:

KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2022, within my jurisdiction, the within named **TOBY BARKER** who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2022, within my jurisdiction, the within named **KERMAS EATON**, who acknowledged that he is City Clerk of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the parcel at 213 W. 4th Street, better identified by PPIN 25126 and county parcel number 2-029F-04-217.00, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said property in accordance with appropriate Miss Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said property;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the aforementioned property and authorizes sale of the same.

The foregoing resolution 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 Resolution adopted, on this 21st day of June, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 21st day of June, 2022.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

IDENTIFICATION	Owner	City of Hattiesburg		Census Tract	0003.00		Map Reference			
	Property Address	213 West 4th Street								
	City	Hattiesburg		County	Forrest		State	Mississippi		
	Legal Description	PT 13 BEG 6 5/6FT W SE COR N 125FT W 64.3FT S 125FT TO W 4TH ST E 64.3FT TO BEG BLK 170								
	Sale Price	\$ NA		Date of Sale	NA		Property Rights Appraised	☒ Fee ☐ Leasehold ☐ De Minimis PUD		
NEIGHBORHOOD	Actual Real Estate Taxes	\$ Exempt		(yr.)						
	Client	City of Hattiesburg		Address	200 Forrest Street, Hattiesburg, MS 39401					
	Occupant	Vacant Land		Appraiser	Zachary H. Fairley		Instructions to Appraiser	Provide an opinion of the current market value		
	Intended User:	City of Hattiesburg		Intended Use:	Internal Decision Making Purposes					
	Location	☒ Urban	☐ Suburban	☐ Rural						
SITE	Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%						
	Growth Rate	☐ Fully Dev.	☐ Rapid	☐ Steady	☒ Slow					
	Property Values	☐ Increasing	☒ Stable	☐ Declining						
	Demand/Supply	☐ Shortage	☐ In Balance	☒ Over Supply						
	Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.						
	Present Land Use	30 % 1 Family		20 % Apts.		20 % Condo		20 % Commercial		
	100.00	5 % Industrial		25 % Vacant						
	Change in Present Land Use	☒ Not Likely	☐ Likely (*)	☐ Taking Place (*)						
	(*) From		To							
	Predominant Occupancy	☒ Owner	☐ Tenant			% Vacant				
	Single Family Price Range	\$ 54,000 to \$ 190,000		Predominant Value \$		80,000				
	Single Family Age	40 yrs. to 100 yrs.		Predominant Age		50+ yrs.				
	Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise)									
	The property is a vacant lot located at 213 W. 4th Street, near downtown Hattiesburg. The neighborhood consists of residential uses with commercial uses located along Main Street just east of the property. Hattiesburg High School is located southwest of the property along Hutchinson Avenue. New development in the neighborhood was not noted; however, vacated and dilapidated structures have been razed from properties to revitalize the neighborhood. The overall outlook is considered stable.									
	MARKET DATA ANALYSIS	Dimensions	125' x 64.3' x 125' x 64.3'		=		8,038 sf		☐ Corner Lot	
Zoning Classification		R-1B; Single-Family Residential District		Present improvements		☒ do ☐ do not conform to zoning regulations				
Highest and best use:		☒ Present use ☐ Other (specify)								
Elec.		☐ Public	Other (Describe)		Topo		Level			
Gas		☐ Mississippi Power	Street Access:		☒ Public	☐ Private	Size			
Water		☒ Spire	Surface							
San. Sewer		☒ Spire	Maintenance:		☒ Public	☐ Private	Shape			
☐ Underground Elect. & Tel.		Storm Sewer		☐ Curb/Gutter	View					
☒ Sidewalk		☒ Street Lights	Drainage							
Fema Panel No. 28035C0108D; Zone X; dated 3/2/2010		Is the property located in a HUD Identified Special Flood Hazard Area?								
☒ No ☐ Yes		Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions)								
No unfavorable, apparent easements, encroachments, or other adverse conditions were observed during the inspection.										
RECONCILIATION		The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.								
		For the Market Data Analysis		☒ See grid below. ☐ See narrative attachment.						
	ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3			
	Address	213 West 4th Street Hattiesburg, Mississippi 39401	443 Newman Street Hattiesburg, MS 39401		1315 N. Main Street Hattiesburg, MS 39401		E 9th Street Hattiesburg, MS 39401			
	Proximity to Subj.		2 miles E		>1 mile NE		2 miles NE			
	Sales Price	\$ NA		\$ 3,750		\$ 4,900		\$ 4,300		
	Price	\$		\$ 0.57		\$ 0.30		\$ 0.16		
	Data Source		MLS#126557		MLS# 109999; Selling Agent		MLS#122404; Lighting Agent			
	Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment		
	Location	W. 4th Street	Newman Street		N. Main		E 9th			
	Site/View	Street	Street		Street		Corner			
	Site Area	8,038 sf	6534		16560		27020			
	Zoning	R-1	R-1		R-1		R-1			
	Flood Area	No Flood	Zone AE; 100%	+500	No Flood		Zone AE; 100%	+500		
	Utility	SFR	Similar		Similar		Superior	-850		
Sales or Financing Concessions										
Net Adj. (Total)		☒ Plus ☐ Minus	\$ 500	☐ Plus ☐ Minus	\$ 0	☐ Plus ☒ Minus	\$ -350			
Indicated Value of Subject		Gross 13.3% Net 13.3% \$ 4,250		Gross 0.0% Net 0.0% \$ 4,900		Gross 31.4% Net 8.1% \$ 3,950				
Comments on Market Data: The sales are residential lots located in the subject neighborhood and considered good indicators of value. The sales have unadjusted sales prices from \$1,500 - \$4,900. The property is a vacant grassy lot located along W. 4th Street, two blocks west of Main Street. Sales 1 and 3 are located in a flood zone requiring positive adjustments. Sale 2 is located just north of the subject along N. Main Street and larger in size. Sale 3 is a corner lot located on E 9th Street. Due to the frontage, the lot has more utility for development potential.										
Comments and Conditions of Appraisal: The property is owned by the City of Hattiesburg. The intended use of the appraisal is for negotiation purposes for possible disposition. I spoke with Chad Edminson, the prospective purchaser on 8/10/21. He stated that he has purchased numerous lots in the downtown area for community service projects and is also the reason for potentially purchasing the subject property.										
Final Reconciliation: The adjusted values range from \$3,950 - \$4,900. Due to the size of the location, size, and zoning, the highest and best use would be for a residential use. Considering the sales, available listings, and current market activity, it is my opinion the market value of the subject property to be \$4,250, as of the effective appraisal date.										
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 20 , 2022 to be \$ 4,250										

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER


Signature _____
Name Zachary H. Fairley
Company Name Zac Fairley Appraisals LLC
Company Address 84 North Of Fields,
Hattisburg, MS 39402
Telephone Number 601-466-2750
Email Address Zfappraiser@gmail.com
Date of Signature and Report 05/20/2022
Effective Date of Appraisal _____
State Certification # _____
or State License # LA-1868
or Other _____ State # _____
State MS
Expiration Date of Certification or License 04/30/2024

ADDRESS OF PROPERTY APPRAISED
213 West 4th Street
Hattiesburg, Mississippi 39401
APPRAISED VALUE OF SUBJECT PROPERTY \$ 4,250
CLIENT
Name Ann Jones, Chief Administrative Assistant
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39401
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☒ Did inspect exterior of subject property from street
Date of Inspection May 7th, 2022
- ☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☒ Did inspect exterior of comparable sales from street
Date of Inspection May 7th, 2022

PHOTOGRAPH ADDENDUM

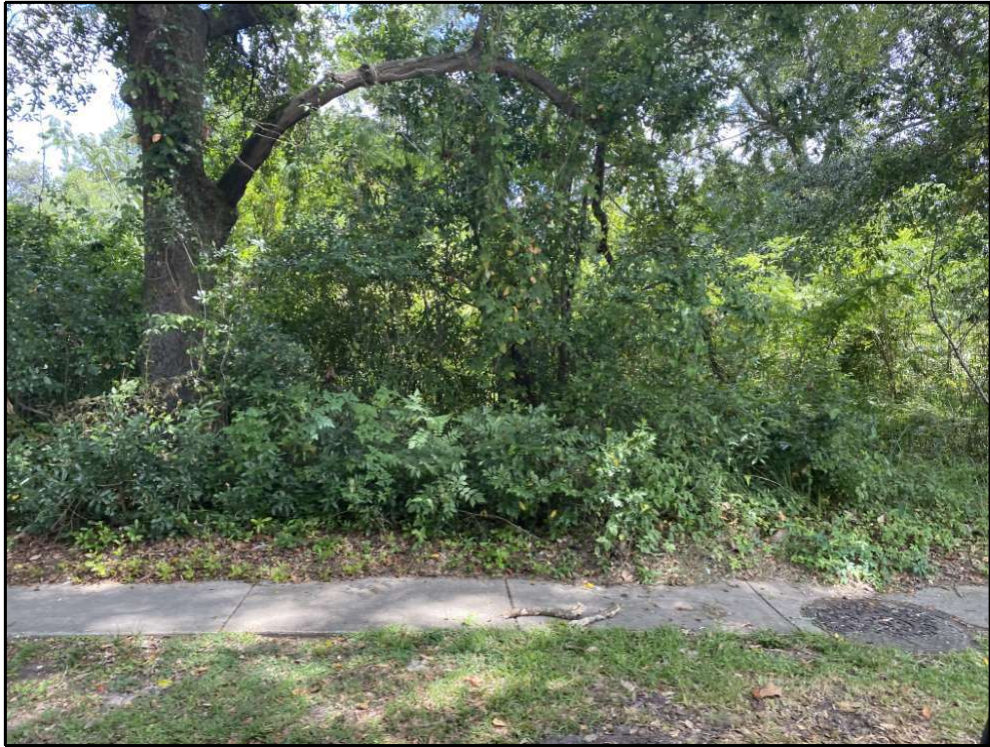
Intended User	City of Hattiesburg		
Property Address	213 West 4th Street		
City	Hattiesburg	County	Forrest
		State	Mississippi
		Zip Code	39401
Client	City of Hattiesburg		



COMPARABLE #1

443 Newman Street
Hattiesburg, MS 39401

Price	\$3,750
Price/SF	
Date	09/28/2021
Age	
Room Count	
Living Area	
Value Indication	\$4,250



COMPARABLE #2

1315 N. Main Street
Hattiesburg, MS 39401

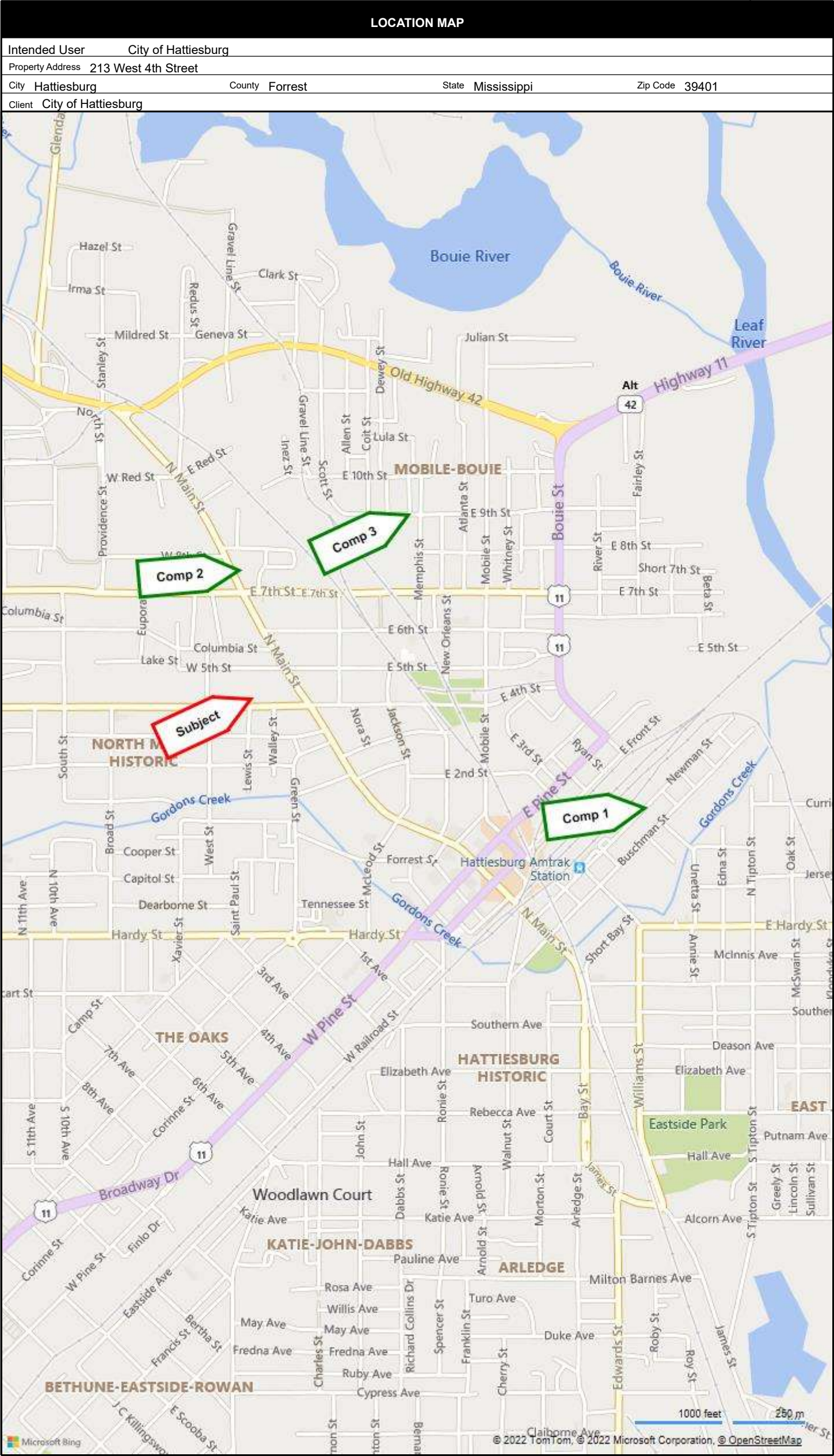
Price	\$4,900
Price/SF	
Date	01/19/2018
Age	
Room Count	
Living Area	
Value Indication	\$4,900



COMPARABLE #3

E 9th Street
Hattiesburg, MS 39401

Price	\$4,300
Price/SF	
Date	09/03/2020
Age	
Room Count	
Living Area	
Value Indication	\$3,950



FLOOD MAP

Intended User	City of Hattiesburg			
Property Address	213 West 4th Street			
City	Hattiesburg	County	Forrest	State Mississippi Zip Code 39401
Client	City of Hattiesburg			

National Flood Hazard Layer FIRMette



89°18'14"W 31°20'11"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT	
SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee, See Notes, Zone X Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature
MAP PANELS	Digital Data Available No Digital Data Available Unmapped The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/10/2022 at 11:07 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PHOTOGRAPH ADDENDUM

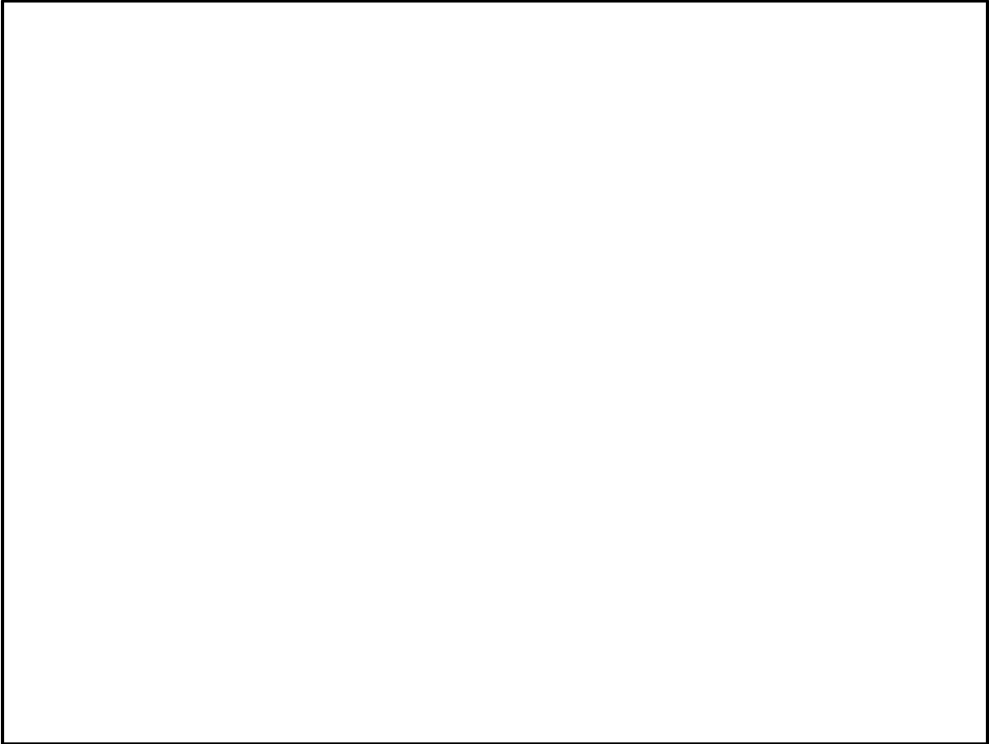
Intended User	City of Hattiesburg		
Property Address	213 West 4th Street		
City	Hattiesburg	County	Forrest
		State	Mississippi
		Zip Code	39401
Client	City of Hattiesburg		



VIEW OF THE PROPERTY
ALONG WEST 4TH STREET



SUBJECT PROPERTY



Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 5/20/2022

Tax Year 2021

APPRAISAL INQUIRY
PARCEL 2-029F-04-217.00 **ALT PARCEL NUMBER** 227 -0964-170-018.00
PPIN 025126 **SKETCH** 1 [VIEW 01](#)
OWNER NAME CITY OF HATTIESBURG
OWNER ADDRESS P O BOX 1898
HATTIESBURG MS394030000
PROPERTY ADDRESS 213 W 4TH STREET
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/ 1/1982
CLASSED BY CH DATE: 1/ 1/1982
REVIEWED BY O/H DATE: 3/19/2013
REALTOR CODE

LEGAL DESCRIPTION

1 PT 13 BEG 6 5/6FT W SE COR N
2 125FT W 64.3FT S 125FT TO W
3 4TH ST E 64.3FT TO BEG BLK 170
4 PREV #:H0964-01-018
5 B824 P601 9-13-99

Block 170 Section 04 Township 04N Range 13W

Book 1329 Page 0617 Type PNT Date 1/14/2020

Book 1133 Page 001 Type TXD Date 7/ 3/2012

Book 0917 Page 685 Type QC Date 9/ 5/2003

Book 836 Page 693 Type QD Date 3/ 3/2000

LOT INFORMATION

LOT CODE 0964 LOT SIZE 64.0 X 117 LOT VALUE 6370

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0964	64.00	117	170.00	9	.90	.65		99.45	6370	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
*** NO ACREAGE INFO ***

ACREAGE VALUE

OVERALL VALUE

6370

LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT

LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	001	RESIDENCE		Y

TOTAL PARCEL VALUE 6370

[View Tax](#)

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013

Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # LA-1868

STATUS: ACTIVE

ZACHARY H FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
LICENSED APPRAISER

Effective Date:
05/01/2022

Expiration Date:
04/30/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator

FROM:

James K. Cox, Jr.
P.O. Box 15566
Hattiesburg, MS 39404

Telephone Number: (601) 264-3818

Fax Number:

TO:

Trace West, LLC
P.O. Box 15308
Hattiesburg, MS 39404

Telephone Number: 917-952-4262

Fax Number:

Alternate Number:

E-Mail: chad@leewayfinancial.com

INVOICE

INVOICE NUMBER	
12801LOT	
DATE	
06/01/2022	
REFERENCE	
Internal Order #:	
Lender Case #:	
Client File #:	
Main File # on form:	12801LOT
Other File # on form:	Trace West, LLC
Federal Tax ID:	
Employer ID:	

DESCRIPTION

Lender: Trace West, LLC Client: Trace West, LLC
Purchaser/Borrower: NA
Property Address: 213 W 4th St
City: Hattiesburg
County: Forrest State: MS Zip: 39401
Legal Description: Part of Lot 13, Blk 170 of G D Wilson Subdivision, Forrest Co., MS

FEES**AMOUNT**

213 W 4th St., Hattiesburg, MS 39401
Appraisal of vacant land situated at above location.

400.00

SUBTOTAL

400.00

PAYMENTS**AMOUNT**

Check #: Date: Description:
Check #: Date: Description:
Check #: Date: Description:

SUBTOTAL**TOTAL DUE**

\$

400.00

LAND APPRAISAL REPORT

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 213 W 4th St City: Hattiesburg State: MS ZIP: 39401
Borrower: NA Owner of Public Record: City of Hattiesburg County: Forrest
Legal Description: Part Lots 13 Block 170, G D Wilson Addition, Forrest Co., MS
Assessor's Parcel #: 2-029F-04-217.00 Tax Year: 2021 R.E. Taxes: 0
Neighborhood Name: Hattiesburg Map Reference: 25620 Census Tract: 0003.00
Special Assessments: PUD ☐ Yes ☐ No HOA: \$ Per Year ☐ Per Month ☐ Per Month
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) Help establish possible selling price
Lender/Client: Trace West, LLC Address: P.O. Box 15308, Hattiesburg, MS 39404

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. No contract, not a sale at time of appraisal.
Contract Price \$: NA Date of Contract: NA Is the property seller the owner of public record? ☐ Yes ☐ No Data Sources
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %		
Location	☒ Urban	☐ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	75 %	
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %	
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	15	Low	15	Multi-Family	5 %
Neighborhood Boundaries: HWY 49 - East, Interstate HWY 59 - North, I-59 - West, and Helveston Rd - South.								125	High	100	Commercial	10 %
								75	Pred.	65	Vacant	5 %

	Good	Average	Fair	Poor		Good	Average	Fair	Poor
Convenience to Employment	☐	☒	☐	☐	Property Compatibility	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐
Convenience to Primary Education	☐	☒	☐	☐	Adequacy of Police/Fire Protection	☐	☒	☐	☐
Convenience to Recreational Facilities	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐
Employment Stability	☐	☒	☐	☐	Overall Appeal to Market	☐	☒	☐	☐

Neighborhood Description: Subject lot is situated in the northeast part of the city of Hattiesburg, MS. It is convenient to shopping, employment, medical facilities, and main traffic thoroughfares. Area is an older residential location of Hattiesburg. Most properties appear to be adequately maintained.

Market Conditions (including support for the above conclusions): Consideration of residential listing/contract offerings in performing this appraisal was made, and any trend indicated by that data is supported by the listing/offering information included in this report. Days on market over the past few years for single family residences has been as follows; 199 for 2011, 189 for 2012, 136 for 2013, 135 for 2014, 144 for 2015, 135 for 2016, 109 for 2017, 99 for 2018, 81 for 2019, 77 for 2020, and 37 for 2021 (thru 06/24/2021) per MLS data. Marketing times have decreased over the past few years to current levels. Sales price to listing price ratio for 2021 (thru 06/24/2021) 93.7%, which is similar to 2020's 100.7%, 2019's 93.7%, 2018's 94.0%, 2017's 94.8%, 2016's 94.7%, 2015's 94.9%, 2014's 93.4%, 2013's 90.1%, 2012's 90.2%, and 2011's 90.6%. Sales/financing concessions are not a major factor in this market. Typically the seller pays the broker's fee and a portion of the closing costs. Single family residential sales are considered reliable indicators of market activity although the subject is vacant land.

SITE DESCRIPTION

Dimensions: 64.3 X 117 Area: 7,523 sf ☐ Acres ☒ Sq.Ft. Shape: Rectangular View: Average
Zoning Classification: R-1A Residential Zoning Description: Single Family Residential
Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
Uses permitted under current zoning regulations: Single Family Residential
Highest & Best Use: Single Family Residential
Describe any improvements: No improvements vacant land
Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No improvements If No, explain:
Present use of subject site: Vacant land Current or proposed ground rent? ☐ Yes ☒ No If Yes, \$
Topography: Level Size: 7,523 SF - subject to survey Drainage: Adequate
Corner Lot: ☐ Yes ☒ No Underground Utilities: ☐ Yes ☒ No Fenced: ☐ Yes ☒ No If Yes, type:
Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone: X FEMA Map #: 28035C0108D FEMA Map Date: 3/2/2010

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☒	☐		Street Surface	Asphalt	☒	☐
Gas	☒	☐		Street Type/Influence	Public/Asphalt		
Water	☒	☐		Curb/Gutter	None	☐	☐
Sanitary Sewer	☒	☐		Sidewalk	None	☐	☐
Other	☐	☐		Street Lights (type)	Poles	☒	☐
Other	☐	☐		Alley	No	☐	☐

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☒ Yes ☒ No If Yes, describe:
No adverse easements or encroachments were apparent upon physical observation of the property.

Site Comments: Per FEMA Map #28035C0108D, dated 03/02/2010 the subject site is not located within a FEMA Identified Flood Hazard Area. Site is situated just west of the intersection of North Main Street and 4th Avenue. It is a rectangular in shape and a level lot.

LAND APPRAISAL REPORT

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?

☐ Yes

☐ No

Unit type(s):

☐ Detached:

☐ Attached:

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project:

Total number of phases:

Total number of units:

Total number of units sold:

Total number of units rented:

Total number of units for sale:

Data sources:

Was the project created by the conversion of existing building(s) into a PUD?

☐ Yes

☐ No

If Yes, date of conversion:

Does the project contain any multi-dwelling units?

☐ Yes

☐ No

Data Source:

Are the units, common elements, and recreation facilities complete?

☐ Yes

☐ No

If No, describe the status of completion:

Describe common elements and recreational facilities:

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1.

The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2.

The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3.

The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4.

The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1.

I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2.

I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).

3.

I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4.

I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.

5.

I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6.

I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.

7.

I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8.

I have not used comparable sales that were the result of combining multiple transactions into one reported sale.

9.

I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10.

I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11.

I have knowledge and experience in appraising this type of property in this market area.

12.

I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

Form WFLND - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

01/2010

LAND APPRAISAL REPORT

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

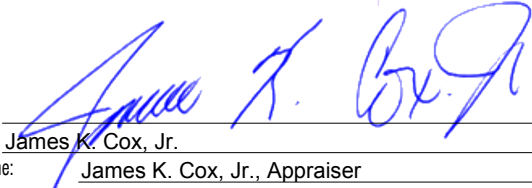
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: 

Name: James K. Cox, Jr.

Company Name: James K. Cox, Jr., Appraiser

Company Address: P.O. Box 15566
Hattiesburg, MS 39404

Telephone Number: 601-264-3818

Email Address: jamcoxr@bellsouth.net

Date of Signature and Report: 06/03/2022

Effective Date of Appraisal: 06/01/2022

State Certification #: GA #331

or State License #:

or Other (describe): State #:

State: MS

Expiration Date of Certification or License: 06/30/2023

ADDRESS OF PROPERTY APPRAISED

213 W 4th St
Hattiesburg, MS 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$ 3,000.00

LENDER/CLIENT

Name: Chad Edmonson

Company Name: Trace West, LLC

Company Address: P.O. Box 15308
Hattiesburg, MS 39404

Email Address: chad@leewayfinancial.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature:

Name:

Company Name:

Company Address:

Telephone Number:

Email Address:

Date of Signature:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

SUBJECT PROPERTY

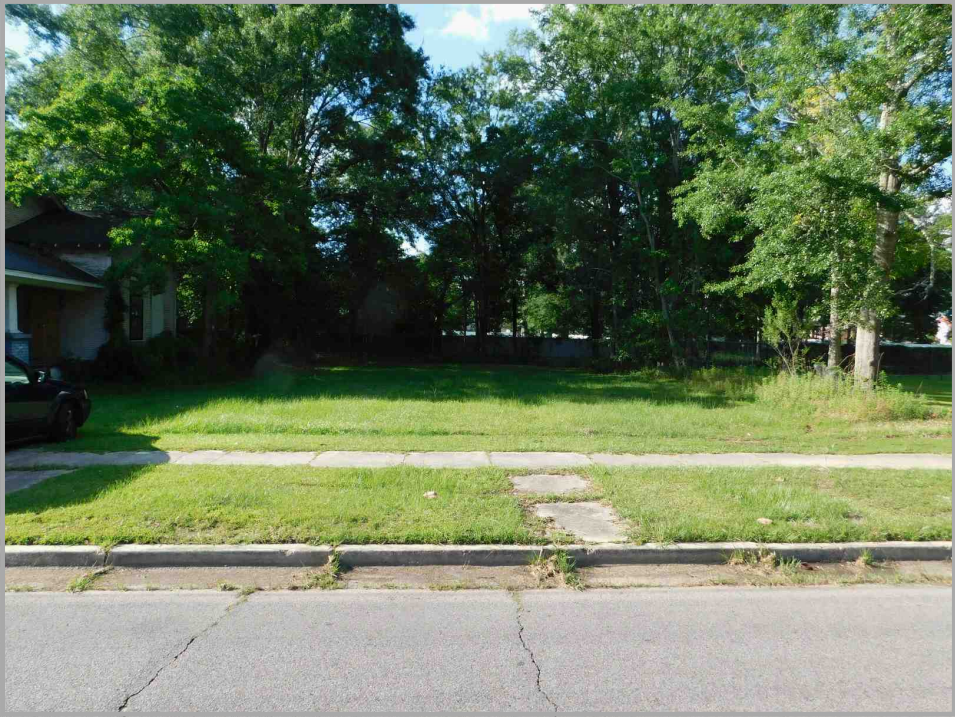
- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from at least the street
- Date of Inspection:

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
- Date of Inspection:

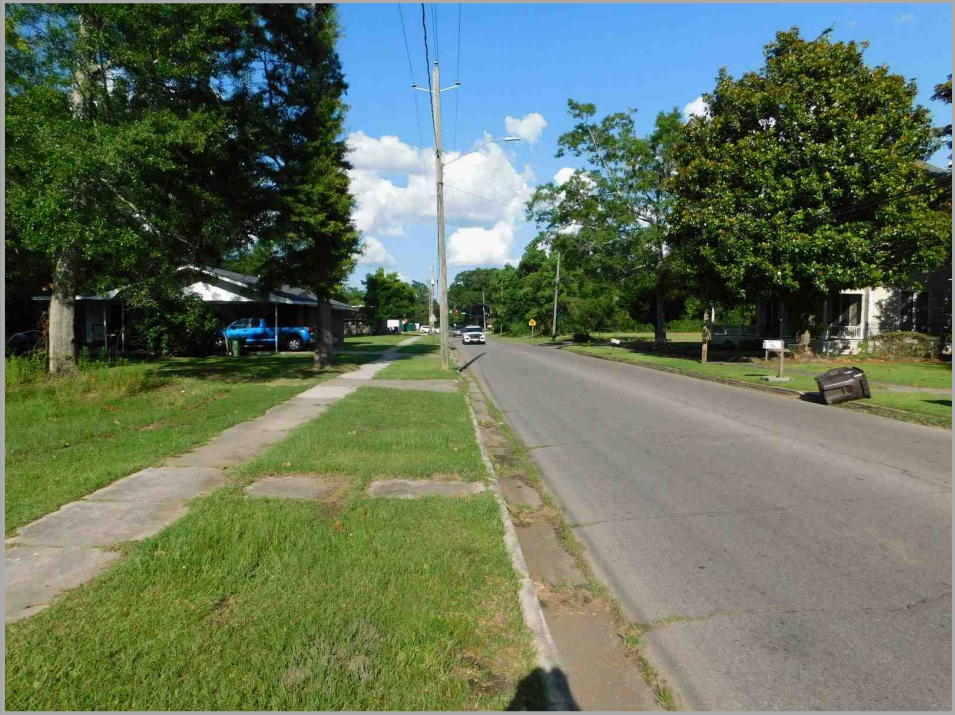
Subject Photo Page

Borrower	NA					
Property Address	213 W 4th St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	Trace West, LLC					

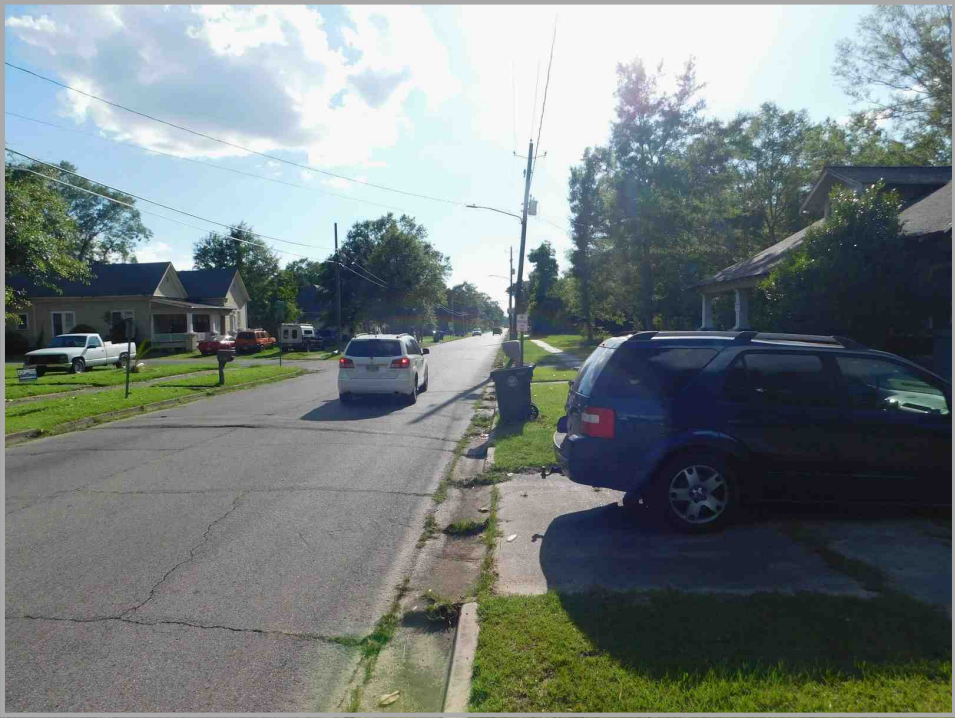


Front View

213 W 4th St
Sales Price NA
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location Urban
View Avg/Not Flood Zn
Site 7,523
Quality
Age



W 4th St to East



W 4th St to West

Real Estate Tax Appraisal & Legal

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 6/ 1/2022

Tax Year 2021

APPRAISAL INQUIRY

PARCEL 2-029F-04-217.00 **ALT PARCEL NUMBER** 227 -0964-170-018.00
PPIN 025126 **SKETCH** 1 [VIEW 01](#)
OWNER NAME CITY OF HATTIESBURG
OWNER ADDRESS P O BOX 1898
 HATTIESBURG MS394030000
PROPERTY ADDRESS 213 W 4TH STREET
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/ 1/1982
CLASSED BY CH DATE: 1/ 1/1982
REVIEWED BY O/H DATE: 3/19/2013
REALTOR CODE

LEGAL DESCRIPTION

1 PT 13 BEG 6 5/6FT W SE COR N
 2 125FT W 64.3FT S 125FT TO W
 3 4TH ST E 64.3FT TO BEG BLK 170
 4 PREV #:H0964-01-018
 5 B824 P601 9-13-99
 Block 170 Section 04 Township 04N Range 13W
 Book 1329 Page 0617 Type PNT Date 1/14/2020
 Book 1133 Page 001 Type TXD Date 7/ 3/2012
 Book 0917 Page 685 Type QC Date 9/ 5/2003
 Book 836 Page 693 Type QD Date 3/ 3/2000

LOT INFORMATION

LOT CODE 0964 **LOT SIZE** 64.0 X 117 **LOT VALUE** 6370

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0964	64.00	117	170.00	9	.90	.65		99.45	6370	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 6370
LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT
LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

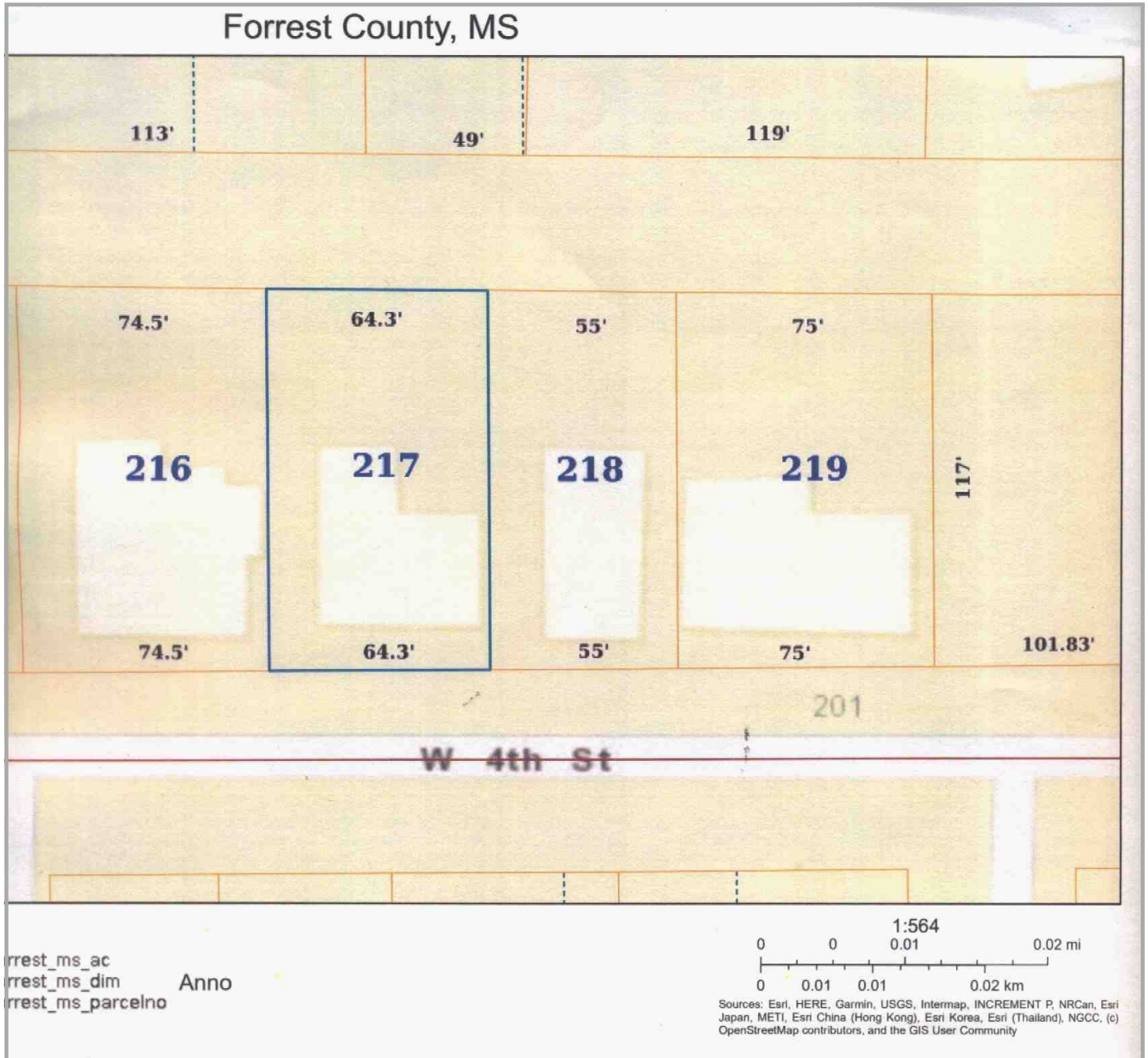
BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	001	RESIDENCE		Y

TOTAL PARCEL VALUE 6370

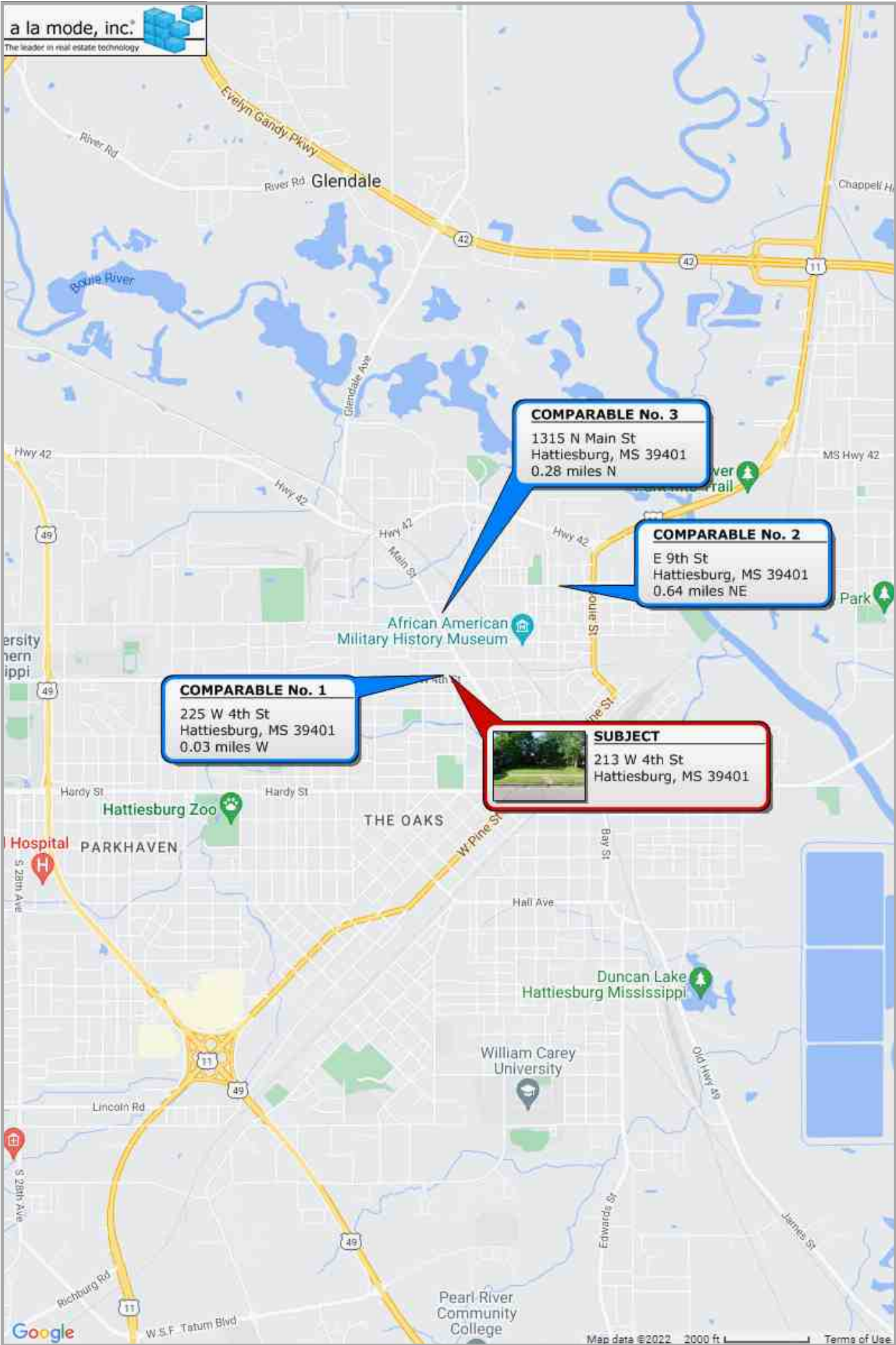

[View Tax](#)
[Back](#)

Real Estate Tax Plat



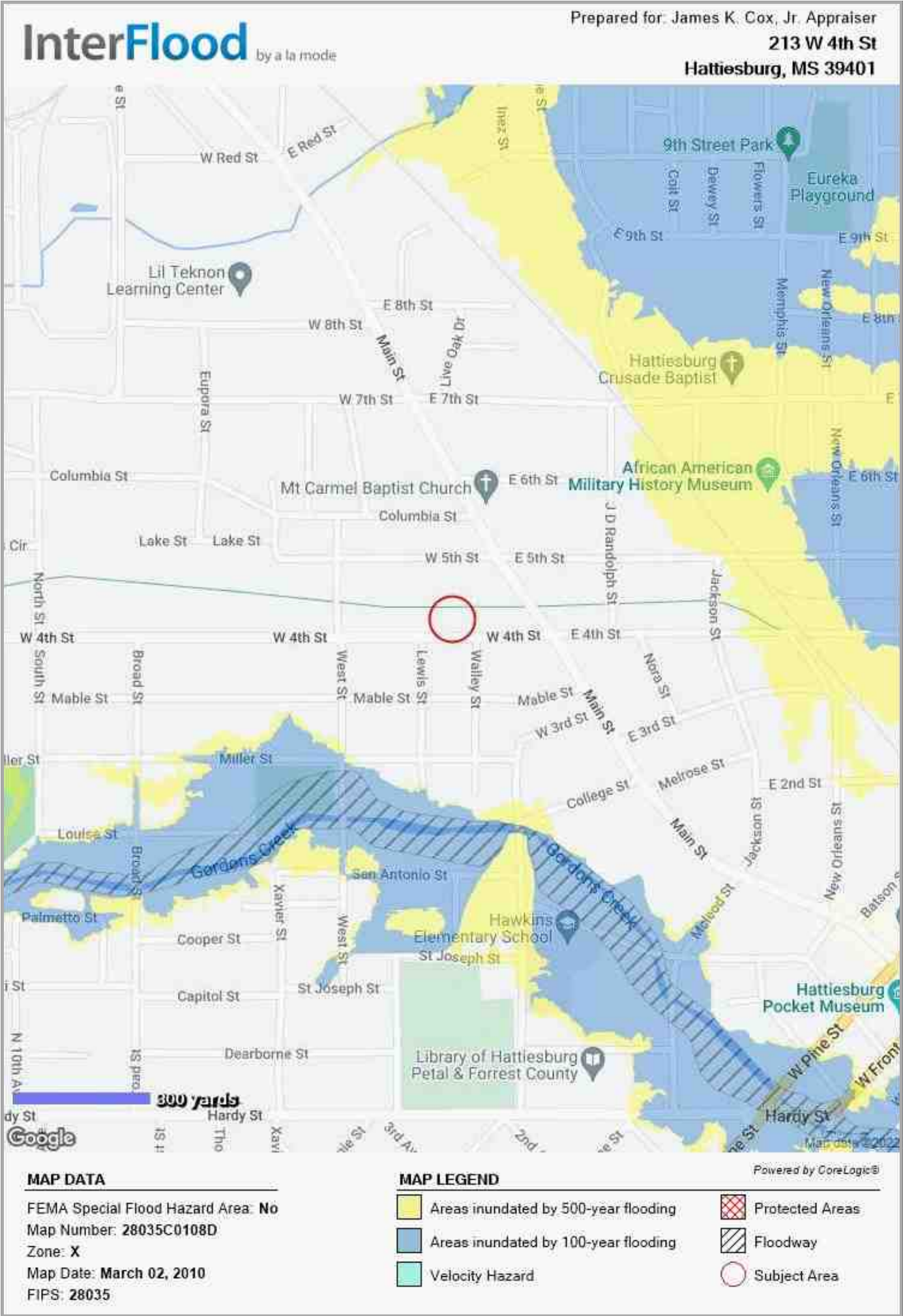
Location Map

Borrower	NA						
Property Address	213 W 4th St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender/Client	Trace West, LLC						



Flood Map

Borrower	NA					
Property Address	213 W 4th St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	Trace West, LLC					



Borrower	NA				File No.	12801LOT	
Property Address	213 W 4th St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender/Client	Trace West, LLC						

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 90 to 120 Days

Comments on Appraisal and Report Identification

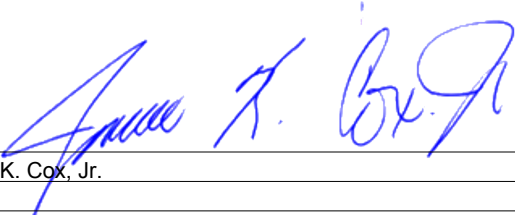
Note any USPAP-related issues requiring disclosure and any state mandated requirements:

COVID-19 Limiting Language

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

HIGHEST & BEST USE STATEMENT: The legally permissible use of the subject site is for single family residential. The zoning complies with the surrounding properties with no zoning changes anticipated. Highest and Best Use as "VACANT" is for single family residential and appears to conform with the physical & economic characteristics of the neighborhood. Its Highest and Best Use as "IMPROVED" is also as single family residential. As noted the subject lot is currently vacant but improvements of a single family residence is likely.

APPRAISER:

Signature: 

Name: James K. Cox, Jr.

State Certification #: GA #331

or State License #:

State: MS Expiration Date of Certification or License: 06/30/2023

Date of Signature and Report: 06/03/2022

Effective Date of Appraisal: 06/01/2022

Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): 06/01/2022

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 21, 2022

Re: Approve Agreement with Verb Architecture for professional services related to the Midtown Green Bandshell project and authorize the Mayor to execute in duplicate.
File Number: 2022-425
Minute Book #

Summary

Approve agreement with Verb Architecture for professional services related to the Midtown Green Bandshell project and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 21, 2022 City Council meeting for consideration.

June 6, 2022

Mayor Toby Barker
Midtown Green Bandshell
200 Forrest Street
Hattiesburg, MS 39401



Re: Midtown Green Bandshell – Hattiesburg, MS

Dear Mayor Barker,

We appreciate this opportunity to provide you with our proposal for architectural services, and we look forward to working with you on this exciting project. Our services and proposed fees are listed below:

PRE-DESIGN PHASE (Project Foundation):

- A. Meet with you and your team for an in-depth analysis and documentation of the project goals and objectives. Based on these goals and objectives we will develop a program and determine a complete scope of work for the design of the project.
- B. Development of the project schedule and budget based on the program and project scope.
- C. Zoning and Code Research (preliminary analysis of existing zoning and current building code and ordinances relevant to the building and proposed use).
- D. Analysis and documentation of proposed site and development of conceptual drawings to assist with project vision as well as project budget.
- E. Precedent studies may be conducted including site visits to any similar successful facilities.

Note: The pre-design phase will be completed on an hourly fee basis.

Compensation: All pre-design work shall be based on the following hourly rates:

Principal	\$175
Architect	\$150
Project Manager	\$135
Senior Draftsman	\$100
Draftsman	\$75
Administration	\$50

Pre-Design fees are estimated not to exceed \$2,500.

If other consultant services are required such as civil, structural, mechanical and electrical – their services will be billed as 1.2x their respective rates.

BASIC ARCHITECTURAL SERVICES

At the conclusion of the Pre-Design Phase a scope of work and budget will be established. At this point, work will commence into full design (Basic Architectural Services) based on those established parameters.

Basic Architectural Services will include the following:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Bidding & Negotiation Phase
- Construction Administration Phases

Engineering Consultants included in Basic Architectural Services Fee:

- Structural Engineer
- Mechanical Engineer (HVAC & Plumbing)
- Electrical Engineer
- Acoustic Engineer

Compensation: Basic Architectural Services Fees will be a Percentage Fee based on the estimated Cost of Construction utilizing the State of Mississippi Bureau of Buildings fee calculation formula. Once we have an established construction estimate to work with, we will calculate the fee for use during the duration of the project (usually ranges 7%-9% of estimated construction cost). 75% of the fee will be divided up and due at various stages of completion over the duration of the design phase. The remaining 25% will be divided up and due at various stages of completion over the duration of the procurement and construction phase (follows Contractor's level of completion).

Basic Architectural Services Phase Fee Breakdown

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Procurement (Bid) Phase	05%
Construction Administration Phases	20%

Estimated Fees Based on Initial Discussions:

Total Architectural fees will not exceed seven percent (7.00%) of the total construction cost.

RETAINER AMOUNTS:

Architectural Services (Including Pre-Design):	\$TBD
Estimated retainer @ 7% Architectural Services:	\$0.00

An initial payment retainer of \$0.00 shall be paid to architect prior to commencement of Architectural Service (including Pre-Design). Retainer will be credited to client's final payment.

SERVICES AND ADDITIONAL COST NOT INCLUDED:

Topographic or Boundary Surveys
Environmental Surveys
Geotechnical Surveys and Reports
Kitchen Equipment Design
Printing and Shipping Cost
Permits and Fees
Grant Writing Services
Civil Engineering
Landscape Architecture Services
Interior Design Services
Detailed Cost Estimating
High-Resolution Animations

In conclusion, please review at your convenience and let me know if you have any questions. If you wish to proceed, we will prepare the necessary contracts for your review and execution.

We again thank you for the opportunity and look forward to hearing from you soon.

Best Regards,

Rion Snowden, AIA

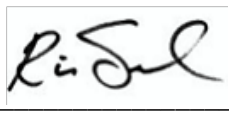


ACCEPTANCE OF PROPOSAL:

The aforementioned Scope of Services and Compensation for Architectural Services are hereby accepted as the Agreement between Client and Architect. The Architect is authorized to proceed as specified. Payments will be made as indicated above.

Accepted by: _____ Date: _____

Toby Barker, Mayor
City of Hattiesburg, MS

Accepted by:  _____ Date: 6.6.2022

Rion Snowden, Principal
VERB Architecture



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 21, 2022

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at the 205 N 20th Avenue Alley for a monthly cost of \$8.43, and authorize the Mayor to execute the same.
File Number: 2022-427
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at the 205 N 20th Avenue Alley for a monthly cost of \$8.43, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 21, 2022 City Council meeting for consideration.

DATE: 6/3/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

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

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50WLED</u>	<u>I - 1</u>	<u>Monthly cost \$8.43</u>
_____	_____	<u>205 N 20th Ave Alley</u>
_____	_____	_____

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

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

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 21, 2022

Re: Approve amended Change Order #4 to the contract with Hanco Corporation for the Public Safety Complex, in an amount of \$137,792.54 and authorize the Mayor to execute in triplicate.
File Number: 2022-431
Minute Book #

Summary

Recommendation Statement

I recommend approval of Change Order #4.

Please place this on the June 21, 2022 City Council meeting for consideration.

Albert & McCleskey Associates Architects

PO Box 1567, Hattiesburg, Mississippi 39403
601.544.1970

Transmittal

Date: June 14, 2022

To: Lamar Rutland,
City of Hattiesburg Engineering Department
P.O. Box 1898
Hattiesburg, MS 39403

From: Larry Albert

Project: Hattiesburg Public Safety Complex
Police Station / Municipal Court Building

We are transmitting to you the following items: Close Out Documents

Three (3) Copies of Change Order # 4

These are transmitted as indicated below:

- | | | |
|--|---|--|
| ☒ For Approval | ☐ No Exceptions Taken | ☐ Resubmit copies for approval |
| ☒ For Your Use | ☒ Exceptions Taken as Noted | ☒ Submit copies for distribution |
| ☒ As Requested | ☐ Returned for Correction | ☐ Return correct prints |
| ☐ For Review/Comment | ☐ Return copies for distribution | ☒ For your records |

Lamar. Please have the Mayor to sign all three copies, keep one for yourself, and return the other two to our office. Thank you!



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Hattiesburg Public Safety Complex Police and Municipal Court Buildings	CONTRACT INFORMATION: Contract For: General Construction Date: 08 April 2020	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: 10 June 2022
OWNER: <i>(Name and address)</i> City of Hattiesburg P.O. Box 1898 Hattiesburg, Mississippi 39403	ARCHITECT: <i>(Name and address)</i> Albert & McCleskey Associates Architects P.O. Box 1567 Hattiesburg, Mississippi 39403	CONTRACTOR: <i>(Name and address)</i> Hanco Corporation P.O. Box 17678 Hattiesburg, Mississippi 39404

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional work to add security cameras and monitors, hardwood blinds, cast aluminum letters to building, light fixtures on Historic Hospital, louvers, wood paneling, stained concrete, building plaques and signage for Police Administration and Courtroom. Work to include: (See attached documentation for details and descriptions). All additions include removal/ replacement, materials, labor, equipment rentals, painting, cleaning, overhead, profit, bonds, tax & insurance.

1. Additional requested electrical Items as described in Chain Electric's Proposal.	\$ 55,681.00
2. Additional work to furnish and install 6 ea 2" Hardwood wood blinds in the interrogation room hallways.	\$ 2,798.00
3. Additional work to furnish and install cast aluminum letters with medium bronze finish to read "METHODIST HOSPITAL" above the main entry door. Letters will be approximately 5" tall and ½" thick.	\$ 6,919.00
4. Additional Work to Furnish and Install (2) decorative light fixtures at the entrance of the Historic Hospital.	\$ 7,900.00
5. Construct 6ea louvers using 8 ga McNichol's perforated metal with 1" round holes.	\$ 17,128.54
6. Install wood paneling to match "Cherry" accent wall on the reception desk in the police lobby per McNeil Cabinets scope of work.	\$ 5,914.00
7. Stained Concrete in the courtyard. Stained concrete will start east of the corridor b101 stop and transition at the half wall located on column 6.	\$ 6,258.00
8. Furnish and install building plaques. One each 32"x60" Bronze plaque and a 12" x 24" Bronze plaque.	\$ 13,177.00
9. Furnish and Install signage to read "Police Administration" in blue and "Courtroom" in bronze.	\$ 14,017.00
Sub-Total	\$129,792.54
If all items are accepted, add additional \$ 8,000.00 for supervision	\$ 8,000.00
Complete Change Order TOTAL:	\$137,792.54

The original Contract Sum was	\$ 26,500,000.00
The net change by previously authorized Change Orders	\$ 671,296.82
The Contract Sum prior to this Change Order was	\$ 27,171,296.82
The Contract Sum will be increased by this Change Order in the amount of	\$ 137,792.54
The new Contract Sum including this Change Order will be	\$ 27,309,089.36
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be 20 May 2022	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract

Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Albert & McCleskey Associates
Architects

ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

Larry A. Albert, AIA, Principal
DATE

Hanco Corporation

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

Chris Hudson, President
DATE

City of Hattiesburg

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

Mayor Toby Barker
DATE



P.O. BOX 17678
HATTIESBURG, MS
39404

P 601.583.6500
F 601.583.6503

4/5/2022

Larry Albert

Albert and Associates Architects, PA

Project: Hattiesburg Public Safety Complex

Re: Change Order Proposal for Misc. Items requested as detailed below

Dear Mr. Albert:

Per request we would like to provide you with a proposal for changes as referenced above. Hanco Corporation will complete additional work per lump sum price per item as described.

1. Additional requested electrical Items as described in Chain Electric's Proposal.

- A. Additional CCTV security cameras- Install 5ea additional new CCTV security cameras, (2) on south exterior of building above the employee secure parking area, (1) on west exterior of building between southwest corner and loading dock, and (2) in covered parking garage area.
- B. Additional Cat-5 Cables for watch dog system. Install (5) CAT-5 cables from Comm Room to same locations as additional CCTV Security Cameras for Watch Dog receivers.
- C. Additional TV Monitor locations in dispatch- Install circuits and receptacles, data outlets, and cable, and CATV outlets and cable for (4) additional TV monitor locations in Dispatch
- D. Additional work to add 12 ea additional circuits and receptacles to the 911 work stations

Chain Elect Proposal	\$40,148.00
Hanco Ceiling removal/Replacement	\$3,628.00
Overhead	\$4,377.00
Profit	\$4,377.00
Bonds, Tax, Insurance	\$3,151.00
Total	\$55,681.00

2. Additional work to furnish and install 6 ea 2" Hardwood wood blinds in the interrogation room hallways.

Material	\$1,271.00
Labor	\$800.00
Overhead	\$280.00
Profit	\$280.00
Bonds, Tax, Insurance	\$167.00
Total	\$2,798.00

3. **Additional work to furnish and install cast aluminum letters with medium bronze finish to read "METHODIST HOSPITAL" above the main entry door. Letters will be approximately 5" tall and ½" thick.**

Material	\$3,740.00
Labor	\$1,700.00
Overhead	\$544.00
Profit	\$544.00
Bonds, Tax, Insurance	\$391.00

Total **\$6,919.00**

4. **Additional Work to Furnish and Install (2) decorative light fixtures at the entrance of the Historic Hospital.**

Chain Electric Proposal	\$5,461.00
Sheetrock patch and repaint	\$750.00
Overhead	\$621.00
Profit	\$621.00
Bonds, Tax, Insurance	\$447.00

Total **\$7,900.00**

5. **Construct 6ea louvers using 8 ga McNichol's perforated metal with 1" round holes.**

McNichol's metal material	\$6,167.00
Labor	\$3,900.00
Scissor lift rental	\$700.00
Finish carpentry	\$1,200.00
Painting	\$1,500.00
Overhead	\$1,346.00
Profit	\$1,346.00
Bonds, Tax, Insurance	\$969.54

Total **\$17,128.54**

6. **Install wood paneling to match "Cherry" accent wall on the reception desk in the police lobby per McNeil Cabinets scope of work**

Subcontractor's Proposal	\$4,150.00
Cleaning	\$500.00
Overhead	\$465.00
Profit	\$465.00
Bonds, Tax, Insurance	\$334.00

Total **\$5,914.00**

7. **Stained Concrete in the courtyard. Stained concrete will start east of the corridor b101 stop and transition at the half wall located on column line 6.**

Material and Labor	\$4,920.00
Overhead`	\$492.00
Profit	\$492.00
Bonds, Tax, Insurance	\$354.00

Total **\$6,258.00**

8. **Furnish and install building plaques. One each 32"x60" Bronze plaque and a 12" x 24" Bronze plaque.**

Material	\$8,800.00
Install	\$1560.00
Overhead	\$1036.00
Profit	\$1036.00
Bonds, Tax, Insurance	\$745.00

Total **\$13,177.00**

9. **Furnish and Install signage to read "Police Administration" in blue and "Courtroom" in bronze.**

Material	\$7,540.00
Labor	\$3,480.00
Overhead	\$1102.00
Profit	\$1102.00
Bonds, Tax, Insurance	\$793.00

Total **\$14,017.00**

If all items are excepted add additional \$8,000.00 for supervision.

If all items are not accepted add \$1,300.00 per item for supervision

If any or all items are accepted, this will not delay substantial / final completion or final payment/ retainage release

If you should have any questions, please give me a call.
Sincerely,

Walker Jameson
Hanco Corporation



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 21, 2022

Re: Acknowledge bids received June 9, 2022 for the Hall Avenue West Demolition Project and accept the bid from R & J Construction, Inc. in the amount of \$54,999.00; Authorize the Mayor to execute contracts when prepared.
File Number: 2022-422
Minute Book #

Summary

Acknowledge bids received June 9, 2022 for the Hall Avenue West Demolition Project and accept the bid from R & J Construction, Inc. in the amount of \$54,999.00; Authorize the Mayor to execute contracts when prepared.

Recommendation Statement

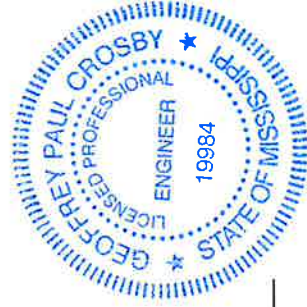
I recommend approval of this item.

Please place this on the June 21, 2022 City Council meeting for consideration.

**HALL AVENUE WEST BUILDING DEMOLITION PROJECT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

Pay Item	Description	Qty	Unit	R & J Construction P O Box 6 Laurel, MS 39441		Continental Rails 62 Chester Brown Road Hattiesburg, MS 39401		Southern Enviro Construction, LLC 518 High School Ave Columbia, MS 39429	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1.0	110 MARTIN LUTHER KING AVENUE DEMOLITION	1	LS	\$16,076.00	\$16,076.00	\$23,400.00	\$23,400.00	\$29,800.00	\$29,800.00
2.0	700 WOODLAND COURT DEMOLITION	1	LS	\$14,185.00	\$14,185.00	\$23,400.00	\$23,400.00	\$29,800.00	\$29,800.00
3.0	701 WOODLAND COURT DEMOLITION	1	LS	\$14,938.00	\$14,938.00	\$23,400.00	\$23,400.00	\$29,360.00	\$29,360.00
4.0	MOBILIZATION 110 MARTIN LUTHER KING AVENUE	1	LS	\$3,300.00	\$3,300.00	\$2,600.00	\$2,600.00	\$1,200.00	\$1,200.00
5.0	MOBILIZATION 700 WOODLAND COURT	1	LS	\$3,250.00	\$3,250.00	\$2,600.00	\$2,600.00	\$1,200.00	\$1,200.00
6.0	MOBILIZATION 700 WOODLAND COURT	1	LS	\$3,250.00	\$3,250.00	\$2,600.00	\$2,600.00	\$2,650.00	\$2,650.00
					\$54,999.00		\$78,000.00		\$94,010.00
									\$93,360.00

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00 a.m., Thursday, June 9, 2022 for the City of Hattiesburg Hall Avenue West Building Demolition Project



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

June 9, 2022
N-S Project No. 16214.005

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

REFERENCE: HALL AVENUE WEST BUILDING DEMOLITION PROJECT
HATTIESBURG, FORREST COUNTY

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware, there were three (3) bids submitted, opened, and read at the bid opening on June 9, 2022, at 10:00 am. Upon review and tabulation of the bid received and opened, R & J Construction, was the apparent low bidder in the amount of \$54,999.00.

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

If you have any questions, please give me a call. Thank you for your time and attention to this matter.

Sincerely,
NEEL-SCHAFFER, INC.


Geoffrey Crosby, P.E.
Senior Project Manager

Cc: Lamar Rutland, P.E.

Enclosures



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 21, 2022

Re: Acknowledge bids received May 26, 2022 for the Hall Avenue Roundabout Project and accept the bid of Colony Construction, LLC in the amount of \$2,372,393.00 contingent upon MDOT approval; Authorize the Mayor to execute letter and forms requesting MDOT concurrence; Authorize the Mayor to execute contracts when prepared and approved by MDOT.
File Number: 2022-423
Minute Book #

Summary

Acknowledge bids received May 26, 2022 for the Hall Avenue Roundabout Project and accept the bid of Colony Construction, LLC in the amount of \$2,372,393.00 contingent upon MDOT approval; Authorize the Mayor to execute letter and forms requesting MDOT concurrence; Authorize the Mayor to execute contracts when prepared and approved by MDOT.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 21, 2022 City Council meeting for consideration.

**HALL AVENUE ROUNDABOUT PROJECT
@ BAY STREET, ARLEDGE STREET & JAMES STREET
FBLD-8769-00(001) LPA / 108639-801000**

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

					<i>ENGINEER'S ESTIMATE</i>		Colony Construction 24 Town Center Square Hattiesburg, MS 39402		R & J Construction, Co. P O Box 6 Laurel, MS 39441	
Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
10	201-A001	1	LS	Clearing and Grubbing	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$41,700.00	\$41,700.00
20	202-B052	399	SY	Removal of Concrete Driveways, All Depths	\$14.00	\$5,586.00	\$12.00	\$4,788.00	\$13.50	\$5,386.50
30	202-B080	562	SY	Removal of Concrete Sidewalk	\$20.00	\$11,240.00	\$8.00	\$4,496.00	\$13.50	\$7,587.00
40	202-B089	3,050	LF	Removal of Curb &/or Curb and Gutter, All Types	\$9.00	\$27,450.00	\$4.50	\$13,725.00	\$5.00	\$15,250.00
50	202-B163	2	EA	Removal of Inlet Tops	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00
60	202-B165	5	EA	Removal of Inlets, All Sizes	\$1,200.00	\$6,000.00	\$2,000.00	\$10,000.00	\$600.00	\$3,000.00
70	202-B188	4,611	SY	Removal of Pavement, All Types and Depths	\$12.00	\$55,332.00	\$7.00	\$32,277.00	\$4.50	\$20,749.50
80	202-B191	266	LF	Removal of Pipe, 8" And Above	\$25.00	\$6,650.00	\$12.00	\$3,192.00	\$10.00	\$2,660.00
90	202-B219	5	EA	Removal of Sign, Ground Mounted with Posts	\$100.00	\$500.00	\$600.00	\$3,000.00	\$400.00	\$2,000.00
100	202-B244	33	EA	Removal of Trees	\$400.00	\$13,200.00	\$400.00	\$13,200.00	\$1,500.00	\$49,500.00
110	203-A001	150	CY	Unclassified Excavation, FM, AH	\$35.00	\$5,250.00	\$18.00	\$2,700.00	\$74.75	\$11,212.50
120	203-EX018	1,650	CY	Borrow Excavation, AH, FME, Class B7-6	\$25.00	\$41,250.00	\$15.00	\$24,750.00	\$67.50	\$111,375.00
130	203-G001	100	CY	Excess Excavation, FM, AH	\$20.00	\$2,000.00	\$22.00	\$2,200.00	\$86.25	\$8,625.00
140	206-A001	165	CY	Structure Excavation	\$30.00	\$4,950.00	\$25.00	\$4,125.00	\$69.00	\$11,385.00
150	209-A005	5,560	SY	Geotextile Stabilization, Type V, Non-Woven	\$3.00	\$16,680.00	\$3.00	\$16,680.00	\$2.27	\$12,621.20
160	211-B001	690	CY	Topsoil for Slope Treatment, Contractor Furnished	\$25.00	\$17,250.00	\$22.00	\$15,180.00	\$25.00	\$17,250.00
170	211-C001	115	CY	Topsoil for Plant Holes, Contractor Furnished	\$45.00	\$5,175.00	\$25.00	\$2,875.00	\$40.00	\$4,600.00
180	216-B002	6,200	SY	Solid Sodding, Centipede	\$5.00	\$31,000.00	\$6.00	\$37,200.00	\$7.00	\$43,400.00
190	219-A001	125	KGAL	Watering	\$20.00	\$2,500.00	\$20.00	\$2,500.00	\$20.00	\$2,500.00

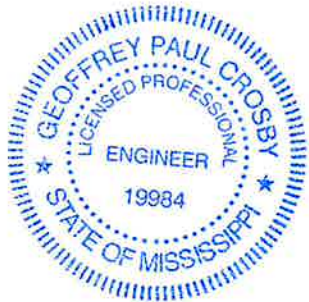
Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
200	220-A001	1	ACRE	Insect Pest Control	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
210	230-A051	42	EA	Shrub Planting, Giant Liriope	\$13.50	\$567.00	\$10.00	\$420.00	\$8.50	\$357.00
220	230-A053	6	EA	Shrub Planting, Glossy Abelia	\$35.00	\$210.00	\$40.00	\$240.00	\$30.00	\$180.00
230	230-A094	2	EA	Shrub Planting, Nellie R. Stevens Holly	\$180.00	\$360.00	\$200.00	\$400.00	\$175.00	\$350.00
240	230-A100	515	EA	Shrub Planting, Parsons Juniper	\$13.50	\$6,952.50	\$15.00	\$7,725.00	\$8.00	\$4,120.00
250	230-A108	26	EA	Shrub Planting, Purple Pixie Loropetalum	\$35.00	\$910.00	\$50.00	\$1,300.00	\$31.00	\$806.00
260	230-B027	12	EA	Tree Planting, Crape Mytle 'Watermelon Red'	\$275.00	\$3,300.00	\$170.00	\$2,040.00	\$285.00	\$3,420.00
270	230-B049	14	EA	Tree Planting, Little Gem Magnolia	\$180.00	\$2,520.00	\$170.00	\$2,380.00	\$175.00	\$2,450.00
280	230-B082	3	EA	Tree Planting, Sweet Bay Magnolia	\$180.00	\$540.00	\$170.00	\$510.00	\$175.00	\$525.00
290	230-B095	2	EA	Tree Planting, Willow Oak	\$350.00	\$700.00	\$170.00	\$340.00	\$285.00	\$570.00
300	230-D001	2,500	SF	Bed Preparation	\$2.00	\$5,000.00	\$1.00	\$2,500.00	\$1.20	\$3,000.00
310	232-A003	1	K	Fertilizer for Woody Plant Material, Tablet, 21 gram	\$100.00	\$100.00	\$400.00	\$400.00	\$290.00	\$290.00
320	233-A003	25	CY	Tree Bark Mulch, Type III	\$50.00	\$1,250.00	\$40.00	\$1,000.00	\$45.00	\$1,125.00
330	233-A005	30	CY	Tree Bark Mulch, Type V	\$50.00	\$1,500.00	\$40.00	\$1,200.00	\$85.00	\$2,550.00
340	L000111 - 230-B500	13	EA	Tree Planting, Chinese Elm	\$350.00	\$4,550.00	\$200.00	\$2,600.00	\$290.00	\$3,770.00
350	L000176 - 230-A500	25	EA	Shrub Planting, Blue Cascade Distylium	\$35.00	\$875.00	\$50.00	\$1,250.00	\$31.00	\$775.00
360	L000176 - 230-A500	48	EA	Shrub Planting, Drift Rose "Peach"	\$35.00	\$1,680.00	\$50.00	\$2,400.00	\$30.00	\$1,440.00
370	234-A001	2,000	LF	Temporary Silt Fence	\$4.00	\$8,000.00	\$4.50	\$9,000.00	\$6.00	\$12,000.00
380	237-A002	300	LF	Wattles, 20"	\$7.00	\$2,100.00	\$7.00	\$2,100.00	\$10.00	\$3,000.00
390	246-B002	200	LF	Rockbags	\$7.50	\$1,500.00	\$6.00	\$1,200.00	\$7.75	\$1,550.00
400	907-259-F001	4	EA	Weatherproof GFCI Receptacle	\$550.00	\$2,200.00	\$1,000.00	\$4,000.00	\$910.00	\$3,640.00
410	907-637-C026	100	LF	Traffic Signal Conduit, Underground, Type 4, 1"	\$8.00	\$800.00	\$14.00	\$1,400.00	\$12.15	\$1,215.00
420	907-637-C028	210	LF	Traffic Signal Conduit, Underground, Type 4, 2"	\$6.00	\$1,260.00	\$22.00	\$4,620.00	\$19.75	\$4,147.50
430	907-637-D002	420	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	\$6.00	\$2,520.00	\$20.00	\$8,400.00	\$15.85	\$6,657.00
440	682-A034	2,780	LF	Underground Branch Circuit, AWG 6, 3 Conductor	\$13.00	\$36,140.00	\$14.00	\$38,920.00	\$11.90	\$33,082.00
450	682-B032	50	LF	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor	\$45.00	\$2,250.00	\$22.00	\$1,100.00	\$18.85	\$942.50
460	682-F001	1	EA	Secondary Power Controller	\$22,000.00	\$22,000.00	\$12,000.00	\$12,000.00	\$11,225.00	\$11,225.00
470	684-A003	24	CY	Pole Foundation, 24" Diameter	\$1,800.00	\$43,200.00	\$2,000.00	\$48,000.00	\$1,690.00	\$40,560.00

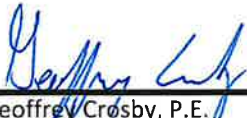
Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
480	L00034 - 907-683-PP500	12	EA	Lighting Assembly, Low Mast, Per Plans Type A	\$8,000.00	\$96,000.00	\$10,000.00	\$120,000.00	\$8,810.00	\$105,720.00
490	L00034 - 907-683-PP500	5	EA	Lighting Assembly, Low Mast, Per Plans Type B	\$12,000.00	\$60,000.00	\$16,000.00	\$80,000.00	\$13,515.00	\$67,575.00
500	L00034 - 907-683-PP500	3	EA	Lighting Assembly, Low Mast, Per Plans Type C	\$14,000.00	\$42,000.00	\$12,000.00	\$36,000.00	\$10,550.00	\$31,650.00
510	304-G001	1,125	CY	Size 3/4" and Down Crushed Stone Base, AEA		\$0.00		\$0.00		\$0.00
				OR		\$0.00		\$0.00		\$0.00
520	304-G002	1,125	CY	Size 610 Crushed Stone Base, AEA	\$125.00	\$140,625.00	\$140.00	\$157,500.00	\$213.00	\$239,625.00
				OR		\$0.00		\$0.00		\$0.00
530	304-G003	1,125	CY	Size 825B Crushed Stone Base, AEA		\$0.00		\$0.00		\$0.00
540	403-A002	540	TON	12.5-mm, MT, Asphalt Pavement	\$170.00	\$91,800.00	\$210.00	\$113,400.00	\$202.00	\$109,080.00
550	403-A005	800	TON	19-mm, MT, Asphalt Pavement	\$165.00	\$132,000.00	\$210.00	\$168,000.00	\$193.00	\$154,400.00
560	403-A014	570	TON	9.5-mm, MT, Asphalt Pavement	\$165.00	\$94,050.00	\$200.00	\$114,000.00	\$187.00	\$106,590.00
570	406-A002	1,997	SY	Cold Milling of Bituminous Pavement, All Depths	\$9.00	\$17,973.00	\$13.00	\$25,961.00	\$12.25	\$24,463.25
580	407-A001	800	GAL	Asphalt for Tack Coat	\$5.00	\$4,000.00	\$4.00	\$3,200.00	\$3.50	\$2,800.00
590	907-417-A001	184	SY	Polymer Cement Surface System	\$150.00	\$27,600.00	\$160.00	\$29,440.00	\$180.00	\$33,120.00
600	608-A001	1,664	SY	Concrete Sidewalk, Without Reinforcement	\$70.00	\$116,480.00	\$75.00	\$124,800.00	\$129.00	\$214,656.00
610	609-A001	235	LF	Concrete Gutter, Special Design	\$55.00	\$12,925.00	\$40.00	\$9,400.00	\$87.50	\$20,562.50
620	609-A001	30	LF	Concrete Gutter, Special Design Valley Gutter	\$55.00	\$1,650.00	\$45.00	\$1,350.00	\$87.50	\$2,625.00
630	609-B002	1,199	LF	Concrete Curb, Header	\$45.00	\$53,955.00	\$35.00	\$41,965.00	\$87.50	\$104,912.50
640	609-B005	250	LF	Concrete Curb, Special Design Header	\$50.00	\$12,500.00	\$35.00	\$8,750.00	\$87.50	\$21,875.00
650	609-D004	302	LF	Combination Concrete Curb and Gutter Type 2 Modified	\$50.00	\$15,100.00	\$60.00	\$18,120.00	\$87.50	\$26,425.00
660	609-D014	2,174	LF	Combination Concrete Curb and Gutter Type 3B Modified	\$40.00	\$86,960.00	\$35.00	\$76,090.00	\$87.50	\$190,225.00
670	613-D005	7	EA	Adjustment of Manhole	\$1,900.00	\$13,300.00	\$2,000.00	\$14,000.00	\$1,500.00	\$10,500.00
680	613-D010	6	EA	Adjustment of Water Meter	\$1,500.00	\$9,000.00	\$600.00	\$3,600.00	\$1,058.30	\$6,349.80
690	613-D011	4	EA	Adjustment of Water Valve	\$900.00	\$3,600.00	\$900.00	\$3,600.00	\$744.74	\$2,978.96
700	614-B003	580	SY	Concrete Driveway, With Reinforcement, 6-inch Thickness	\$125.00	\$72,500.00	\$90.00	\$52,200.00	\$183.00	\$106,140.00
710	616-A001	393	SY	Concrete Median and/or Island Pavement, 10-inch	\$156.00	\$61,308.00	\$140.00	\$55,020.00	\$218.00	\$85,674.00
720	907-616-C001	4,432	SF	Colored and Imprinted Concrete Median and Island Pavement, 10-inch Thickness	\$30.00	\$132,960.00	\$28.00	\$124,096.00	\$47.00	\$208,304.00
730	601-B001	19	CY	Class "B" Structural Concrete, Minor Structures	\$2,200.00	\$41,800.00	\$1,400.00	\$26,600.00	\$2,343.75	\$44,531.25

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
740	602-A001	1,697	LBS	Reinforcing Steel	\$2.50	\$4,242.50	\$3.00	\$5,091.00	\$7.50	\$12,727.50
750	603-CA004	328	LF	15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	\$70.00	\$22,960.00	\$85.00	\$27,880.00	\$88.38	\$28,988.64
760	603-CA012	32	LF	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	\$75.00	\$2,400.00	\$85.00	\$2,720.00	\$141.89	\$4,540.48
770	603-CE003	224	LF	22" x 13" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	\$80.00	\$17,920.00	\$120.00	\$26,880.00	\$108.16	\$24,227.84
780	603-CE009	32	LF	29" x 18" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	\$95.00	\$3,040.00	\$140.00	\$4,480.00	\$171.03	\$5,472.96
790	604-A001	2,330	LBS	Castings	\$5.00	\$11,650.00	\$4.00	\$9,320.00	\$7.00	\$16,310.00
800	604-B001	3,510	LBS	Gratings	\$5.00	\$17,550.00	\$3.50	\$12,285.00	\$7.00	\$24,570.00
810	618-A001	1	LS	Maintenance of Traffic	\$160,000.00	\$160,000.00	\$150,000.00	\$150,000.00	\$35,780.00	\$35,780.00
820	619-A2002	3,272	LF	Temporary Traffic Stripe, Continuous Yellow	\$1.00	\$3,272.00	\$1.50	\$4,908.00	\$2.00	\$6,544.00
830	619-A5001	200	LF	Temporary Traffic Stripe, Detail	\$1.50	\$300.00	\$3.50	\$700.00	\$2.00	\$400.00
840	619-A6001	124	SF	Temporary Traffic Stripe, Legend	\$2.00	\$248.00	\$10.00	\$1,240.00	\$3.00	\$372.00
850	619-A6002	96	LF	Temporary Traffic Stripe, Legend	\$1.50	\$144.00	\$5.00	\$480.00	\$2.00	\$192.00
860	619-D1001	195	SF	Standard Roadside Construction Signs, Less than 10 Square Feet	\$10.00	\$1,950.00	\$16.00	\$3,120.00	\$10.50	\$2,047.50
870	619-D2001	209	SF	Standard Roadside Construction Signs, 10 Square Feet or More	\$10.00	\$2,090.00	\$16.00	\$3,344.00	\$10.50	\$2,194.50
880	619-G4001	24	LF	Barricades, Type III, Double Faced	\$16.00	\$384.00	\$70.00	\$1,680.00	\$36.75	\$882.00
890	619-G4005	180	LF	Barricades, Type III, Single Faced	\$16.00	\$2,880.00	\$55.00	\$9,900.00	\$34.00	\$6,120.00
900	619-G5001	59	EA	Free Standing Plastic Drums	\$50.00	\$2,950.00	\$90.00	\$5,310.00	\$61.00	\$3,599.00
910	619-G7001	3	EA	Warning Lights, Type "B"	\$175.00	\$525.00	\$550.00	\$1,650.00	\$205.00	\$615.00
920	620-A001	1	LS	Mobilization	\$235,000.00	\$235,000.00	\$200,000.00	\$200,000.00	\$541,157.00	\$541,157.00
930	626-E003	2,444	LF	6" Thermoplastic Traffic Stripe, Continuous Yellow	\$1.50	\$3,666.00	\$2.00	\$4,888.00	\$5.00	\$12,220.00
940	626-G002	803	LF	Thermoplastic Detail Stripe, White	\$3.50	\$2,810.50	\$4.00	\$3,212.00	\$5.00	\$4,015.00
950	626-G003	696	LF	Thermoplastic Detail Stripe, Yellow	\$3.50	\$2,436.00	\$4.00	\$2,784.00	\$5.00	\$3,480.00
960	626-H004	245	SF	Thermoplastic Legend, White	\$9.00	\$2,205.00	\$12.00	\$2,940.00	\$25.00	\$6,125.00
970	626-H005	540	LF	Thermoplastic Legend, White	\$3.00	\$1,620.00	\$4.60	\$2,484.00	\$15.00	\$8,100.00
980	627-K001	6	EA	Red-Clear Reflective High Performance Raised Markers	\$13.00	\$78.00	\$12.00	\$72.00	\$50.00	\$300.00

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
990	627-L001	109	EA	Two-Way Yellow Reflective High Performance Raised Markers	\$13.00	\$1,417.00	\$60.00	\$6,540.00	\$50.00	\$5,450.00
1000	630-A001	168	SF	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	\$47.00	\$7,896.00	\$40.00	\$6,720.00	\$32.00	\$5,376.00
1010	630-A003	45	SF	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	\$47.00	\$2,115.00	\$40.00	\$1,800.00	\$37.00	\$1,665.00
1020	630-C003	421	LF	Steel U-Section Posts, 3.0 lb/ft	\$6.00	\$2,526.00	\$10.00	\$4,210.00	\$10.00	\$4,210.00
1030	907-632-B007	1	EA	Remove and Replace Existing Traffic Signal Cabinet Assembly, Type III Cabinet, Type 1 Controller	\$19,000.00	\$19,000.00	\$20,000.00	\$20,000.00	\$17,715.00	\$17,715.00
1040	907-643-A003	1	EA	Video Vehicle Detection Sensor, Type 3	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$24,035.00	\$24,035.00
1050	907-643-B001	150	LF	Video Vehicle Detection Cable	\$3.25	\$487.50	\$2.00	\$300.00	\$2.00	\$300.00
1060	699-A001	1	LS	Roadway Construction Stakes	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$16,000.00	\$16,000.00
						\$2,339,276.00		\$2,372,393.00		\$3,267,092.38

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., Thursday, May 26th, 2022 for the City of Hattiesburg Hall Avenue Roundabout Project @ Bay Street, Arledge Street & James Street
FBLD-8769-00(001) LPA / 108639-801000




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

June 1, 2022
N-S Project No. 16214.000

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

REFERENCE: HALL AVENUE ROUNDABOUT PROJECT AT BAY ST., ARLEDGE ST. AND JAMES ST.
FEDERAL AID PROJECT NO. FBLD-8769-00(001)LPA/108639-801000
HATTIESBURG, FORREST COUNTY

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware, there were two (2) bids submitted, opened, and read at the bid opening on May 26, 2022, at 10:00 am. Upon review and tabulation of the bid received and opened, Colony Construction, was the apparent low bidder in the amount of \$2,372,393.00.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by Colony Construction, and award the project, subject to the concurrence of the Mississippi Department of Transportation (MDOT), to the lowest and best bidder.

If you have any questions, please give me a call. Thank you for your time and attention to this matter.

Sincerely,
NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Cc: Lamar Rutland, P.E.

Enclosures



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

Project Number: FBLD-8769-00(001) LPA/ 108639-801000

Local Public Agency: City of Hattiesburg, Mississippi

Bid Opening: Thursday, May 26, 2022

LPA Contact Person:

Lamar Rutland, P.E.
Project Director
P.O. Box 1898
Hattiesburg, MS 39403

Engineer/Consultant:

Geoffrey Crosby, P.E.
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401

The city of Hattiesburg received two (2) bids for the above referenced project. The bid proposals have been examined and the apparent lowest responsive and best bidder is Colony Construction with a total bid amount of \$3,372,393.00.

The two (2) bids that were received on this project are as follows:

- | | |
|------------------------|----------------|
| 1. Colony Construction | \$2,372,393.00 |
| 2. R & J Construction | \$3,267,092.38 |

Based on the results of the bid tabulations, Colony was the lowest responsive bidder for the project. Their bid was 1.42% above the Engineer's Estimate for the total bid. The Engineer's Estimate is included with the bid tabulation.

The Bidding Certification has been provided that certifies that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and that the Procedures for Advertising were followed.

Lamar Rutland, P.E.
Project Director

Geoffrey Crosby, P.E.
Project Engineer



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

June 22, 2022

David H. Seyfarth, PE
District LPA Coordinator
Mississippi Department of Transportation
16499#B Highway 49, N. Trailer
Saucier, MS 39574

REFERENCE: HALL AVENUE ROUNDABOUT PROJECT
PROJECT NO. FBLD 8769-00(001) LPA/108639-801000
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mr. Seyfarth:

Enclosed for your review are the following:

- 1) One original of Non-Collusion Affidavit for the low bidder
- 2) One original bidding statement
- 3) Two originals of the bid tabulation for all bidders, including the engineers estimate
- 4) One copy of the Section 905 proposal for the low bidder
- 5) One completed OCR-481 completed by the low bidder and signed by the LPA
- 6) One copy of the completed original OCR-485 Forms from all bidders
- 7) One copy sworn proof of publication
- 8) One copy of the Minutes approving the project
- 9) One copy of the executed Construction Engineering and Inspection contract
- 10) Checklist to award project to lowest bidder
- 11) One copy of the completed DUNS Requirement
- 12) Bid Evaluation

The assigned personnel for this project are as follows:

- The Project Engineer for this project will be Geoffrey Crosby, P.E.
- The Safety Officer will be Geoffrey Crosby, P.E.
- The Storm Water Inspector will be Geoffrey Crosby, P.E.
- Lamar Rutland, P.E., Engineering Director, and a full-time LPA employee, will serve as the Project Director and Project Manager and can sign estimates for the LPA.
- Ann Jones, Chief Administrative Officer, and a full-time LPA employee can also sign estimates for the LPA.
- Toby Barker, Mayor, and a full-time LPA employee can also sign estimates for the LPA.

On May 26, 2022 the city of Hattiesburg received and opened two (2) bids on the referenced project. The lowest responsive bidder was Colony Construction. The city of Hattiesburg has approved awarding the project to Colony Construction, Inc. in the amount of \$2,372,393.00. The award of this bid by the city of Hattiesburg is subject to the concurrence of the Mississippi Department of Transportation.

We request concurrence from the Mississippi Department of Transportation in award of this contract.

Please contact Geoffrey Crosby with Neel-Schaffer at (601) 545-1565 if additional information is needed.

Sincerely,

Neel-Schaffer, Inc.

Toby Barker
Mayor, City of Hattiesburg

Geoffrey P. Crosby, P.E.
Project Engineer

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg

Ann Jones
CAO, City of Hattiesburg

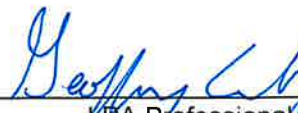
Enclosures

Checklist to award project to the lowest bidder

If the LPA recommendation is to award the project to the lowest bidder, the following initialed items must be submitted to the MDOT District LPA Engineer.

1. ☒ One (1) original of Non-Collusion Affidavit for the recommended bidder.
 a. **This cannot be printed on the front and back**
2. ☒ One (1) original Bidding Statement from the **LPA's Consultant** stating that the bidding procedures were performed in accordance with State law.
3. ☒ Two (2) original signed certified Bid Tabulations for all bidders, including the **LPA's** construction estimate.
4. ☒ A detailed evaluation of bids and recommendation to award the bids subject to authorization by **MDOT**. The **LPA** and its **professional** must sign this document. An example can be found here.
5. ☒ One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. ☒ One (1) legible copy of the OCR-481-LPA(s) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the **LPA** and included in the data packet submission to **MDOT**. An Example of the supporting documentation can be found here. **The form shall be stamped or dated to verify it was received within the required 3 days.**
7. ☒ One (1) copy of the completed original OCR-485-LPA(s) from all bidders on the project.
8. ☒ One (1) copy of the Sworn Proof of Publication.
9. ☒ A copy of the executed contract between the LPA and the **LPA's CE&I Engineer/Architect**.
10. ☒ The name of the **Traffic Control Supervisor** (if required by the **MDOT** District LPA Engineer) assigned to the project. A copy of the certification(s) must be included. Training must meet the requirements, and training frequency set forth in **section 618.01.2** (**Contractors and Consultants are both required to meet these requirements**).
11. ☒ The name of the Certified Stormwater Inspector. A copy of the Certification by a **MDOT** approved certifying agency must be included.
12. ☒ The names and signatures of three (3) publicly employed persons authorized to sign estimates for the **LPA**. One of these must be the assigned **Project Director** or **Project Manager**.
13. ☒ A copy of the official Minutes of the **LPA** **ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT**. These Minutes do not have to be APPROVED prior to submission.
14. ☒ A copy of the completed contractor's DUNS form.

Chief LPA Official



LPA Professional



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 21, 2022

Re: Ratify and confirm the Mayor's re-appointment of Michael Anderson (W4) to the Historic Conservation Commission for a 5-year term - 6/25/2021 - 6/24/2026.
File Number: 2022-420
Minute Book #

Summary

HHCC appointment - Michael Anderson (W4)

Recommendation Statement

Please place this on the June 21, 2022 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, June 21, 2022
Re: Ratification of renewal for annual support services with UKG / Kronos Inc., in the amount of \$19,622.41.
File Number: 2022-430
Minute Book #

Summary

Annual contract for support services for UKG / Kronos, Inc

Recommendation Statement

I recommend your support in ratifying this renewal.

Please place this on the June 21, 2022 City Council meeting for consideration.



Support Services Quote

Page 1 of 5

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-22
Date: 22-FEB-2022
Prepared by: Yolanda Abram / US PublicSector2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
UNITED STATES

Ship To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG MS 39401
UNITED STATES

Contact: ANGIE SANFORD
Email: asanford@hattiesburgms.com

CONTRACT SUMMARY

Contract Period: 16-JUN-2022 - 15-JUN-2023

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	17,067.17	0.00	17,067.17
Educational Services	2,555.24	0.00	2,555.24
Total	19,622.41	0.00	19,622.41

Annualized Contract Value: 20,061.49

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

If you are tax exempt; please provide a copy of your "Tax Exempt" certificate with your PO or signed quote.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF HATTIESBURG ACCOUNTING DEPT

KRONOS INCORPORATED

Signature: [Signature]

Signature: _____

Name: TOBY BARICKS

Name: _____

Title: MANAGER

Title: _____

Date: 6-13-22

Date: _____





Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-22
Date:
Prepared by: Yolanda Abram / US PublicSector2

CONTRACT SUMMARY BY LOCATION

Line	Bill To Location	Ship To Location	Software Support Services	Equipment Support Services	Educational Services	Estimated Tax	Location Subtotal
1	CITY OF HATTIESBURG ACCOUNTING DEPT PO BOX 1898 HATTIESBURG MS 39403-1898	CITY OF HATTIESBURG 200 FORREST ST HATTIESBURG MS 39401	0.00	15,766.94	2,555.24	0.00	18,322.18
2	CITY OF HATTIESBURG ACCOUNTING DEPT PO BOX 1898 HATTIESBURG MS 39403-1898	CITY OF HATTIESBURG; BOBBY L CHAIN MUNICIPAL AIRPORT 47 ACADEMY DR HATTIESBURG MS 39401	0.00	492.80	0.00	0.00	492.80
3	CITY OF HATTIESBURG ACCOUNTING DEPT PO BOX 1898 HATTIESBURG MS 39403-1898	CITY OF HATTIESBURG 622 CORINNE ST HATTIESBURG MS 39401-3851	0.00	807.43	0.00	0.00	807.43



Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-22
Date:
Prepared by: Yolanda Abram / US PublicSector2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
UNITED STATES

Ship To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG MS 39401
UNITED STATES

Contact: ANGIE SANFORD
Email: asanford@hattiesburgms.com

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	32	16-JUN-2022	15-JUN-2023	365
2	Depot Exchange	Options: InTouch	32	16-JUN-2022	15-JUN-2023	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	15,766.94	0.00	15,766.94

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		16-JUN-2022	15-JUN-2023	365

	Support Services	Estimated Tax	Subtotal
Educational Services	2,555.24	0.00	2,555.24



Support Services Quote

Page 4 of 5

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-22
Date:
Prepared by: Yolanda Abram / US PublicSector2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
UNITED STATES

Ship To: CITY OF HATTIESBURG; BOBBY L CHAIN
MUNICIPAL AIRPORT
47 ACADEMY DR
HATTIESBURG MS 39401
UNITED STATES

Contact: ANGIE SANFORD
Email: asanford@hattiesburgms.com

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	1	16-JUN-2022	15-JUN-2023	365
2	Depot Exchange	Options: InTouch	1	16-JUN-2022	15-JUN-2023	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	492.80	0.00	492.80





Support Services Quote

Page 5 of 5

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-22
Date:
Prepared by: Yolanda Abram / US PublicSector2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
UNITED STATES

Ship To: CITY OF HATTIESBURG
622 CORINNE ST
HATTIESBURG MS 39401-3851
UNITED STATES

Contact: ANGIE SANFORD
Email: asanford@hattiesburgms.com

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	1	09-SEP-2022	15-JUN-2023	280
2	Depot Exchange	Data Collection: InTouch	2	05-NOV-2022	15-JUN-2023	223
3	Depot Exchange	Options: InTouch	3	05-NOV-2022	15-JUN-2023	223

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	807.43	0.00	807.43





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 21, 2022
Re: Acknowledge receipt of the Privilege Tax License monthly report for May 2022.
File Number: 2022-414
Minute Book #

Summary

Acknowledge receipt of the Privilege Tax License monthly report for May 2022.

Recommendation Statement

Recommend acknowledgement of receipt of the Privilege Tax License monthly report for May 2022.

Please place this on the June 21, 2022 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

05/01/2022 TO 05/31/2022

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-03-22-023877	\$45.00		LIVING LAVISH MIDTOWN 109 S 31ST AV STE 30 HATTIESBURG MS 39401
LIC-03-22-023932	\$45.00		MATTRESS TO GO 40 WOODLEAF ST HATTIESBURG MS 39402
LIC-03-22-023967	\$45.00		BREWSTER'S COFFEE 6737 HWY 49 HATTIESBURG MS 39402
LIC-03-22-024004	\$45.00		DREAM CATCHER STUDIO PO BOX 1835 PURVIS MS 39475
LIC-04-21-021379	\$45.00		FERRAEZ & ASSOCIATES, PLLC 6152 HWY 98 W STE 20 HATTIESBURG MS 39402
LIC-04-22-024098	\$45.00		ELECTRIC ART STUDIO 4010 O'FERRALL ST STE 200 HATTIESBURG MS 39402
LIC-04-22-024113	\$100.00		FIRESTONE COMPLETE AUTO CARE 200 4TH AV S STE 100 NASHVILLE TN 37201
LIC-04-22-024126	\$55.00		THE STUDIO LLC 6156 HWY 98 W STE 10 HATTIESBURG MS 39402
LIC-04-22-024127	\$45.00		AM EQUITY REALTY 5328 HWY 42 HATTIESBURG MS 39401
LIC-04-22-024130			THE POWER OF DELIVERANCE CHURCH 5328 HWY 42 HATTIESBURG MS 39401
LIC-04-22-024141	\$70.00		POPS TOWING,RECOVERY & TRANSPORT SERVICES 40 CORINTH RD PETAL MS 39465
LIC-04-22-024201	\$20.00		ACCEL ALARM SYSTEMS, INC. 638 E WILLOW ST SCOTTSBORO AL 35768
LIC-05-21-021612	\$55.00		WILL'S WAY, LLC 32 MILLBRANCH RD STE 20 HATTIESBURG MS 39402
LIC-05-22-024206	\$20.00		TONY BROCK 1044 SUMRALL SUMRALL MS 39482
LIC-05-22-024208	\$45.00		SASSER ELECTRICAL SERVICES, INC. 11690 HALCYON LOOP DAPHNE AL 36526
LIC-05-22-024245	\$20.00		LOCNATION, LLC 122 MONTAGUE ST HATTIESBURG MS 39401

LIC-05-22-024250	\$20.00	SIMONE ENTERPRISES LLC P.O. BOX HATTIESBURG MS 39403
LIC-05-22-024271	\$20.00	MAGNOLIA POWER WASH LLC 3204 BROOKWOOD DR HATTIESBURG MS 39401
LIC-05-22-024287	\$20.00	THE UNSTABLE BAR CO 220 KIMBALL AV HATTIESBURG MS 39401
LIC-05-22-024291	\$20.00	J D EXCLUSIVE 106 BRECKENRIDGE DR APT 106 HATTIESBURG MS 39402
LIC-05-22-024292	\$55.00	COMPREHENSIVE RADIOLOGY SERVICES 15 PROFESSIONAL PKWY STE 126 HATTIESBURG MS 39402
LIC-05-22-024327	\$20.00	R & A FULL SERVICE 709 BERKSHIRE DR HATTIESBURG MS 39402
LIC-09-20-019473	\$45.00	GYPSY TATTOO 35 WHIDDON LN PURVIS MS 39475
LIC-12-21-023463	\$40.00	MISSISSIPPI ARTS & ENTERTAINMENT OF HATTIESBURG 811 TIMOTHY LN HATTIESBURG MS 39401
LIC-12-21-023464	\$11.25	MISSISSIPPI ARTS & ENTERTAINMENT OF HATTIESBURG 811 TIMOTHY LN HATTIESBURG MS 39401

25

\$951.25

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-05-22-024209	\$150.00		THE MERCHANTS CO. PO BOX 1351 HATTIESBURG MS 394031351
LIC-05-22-024210	\$30.00		J M H GRAPHICS 223 S 40TH AV HATTIESBURG MS 39402-
LIC-05-22-024211	\$45.00		MAGNOLIA STATE BANK 6179 US HWY 98 WEST HATTIESBURG MS 39402
LIC-05-22-024213	\$20.00	\$2.40	SHEAR ENVY 4002 O'FERRALL ST STE A HATTIESBURG MS 39402
LIC-05-22-024214	\$20.00		NICE GUYS AUTO LLC 19 MEDINAH DR HATTIESBURG MS 39402
LIC-05-22-024215	\$20.00		SCHAMBER-JONES, CPA,PA 1316 HARDY ST HATTIESBURG MS 394010000
LIC-05-22-024216	\$20.00		HAIR UNLIMITED 6413-A US HWY 98 HATTIESBURG MS 39402
LIC-05-22-024217	\$30.00		EDDIE PEARSON ROOFING, LLC 112 CARSON ST HATTIESBURG MS 39401

LIC-05-22-024218	\$51.00	WARD'S HWY 49 SOUTH, INC. 5133 LINCOLN ROAD EXTENTION HATTIESBURG MS 39402
LIC-05-22-024219	\$30.00	HATTIESBURG EYE CLINIC, PA 6504 HWY 98 W STE 10 HATTIESBURG MS 39402-
LIC-05-22-024220	\$40.00	THE CHILDREN'S PLACE #4031 6375 S PECOS RD STE 212 LAS VEGAS NV 89130
LIC-05-22-024221	\$20.00	FORD ENGINEERING SERVICES 2010 OAK GROVE RD STE 1 HATTIESBURG MS 39402
LIC-05-22-024222	\$30.00	PERFORMANCE PETERBILT OF HATTIESBURG 335 COMMERCE BLVD MIDWAY FL 32343
LIC-05-22-024223	\$20.00	CAMERON ELECTRIC MOTOR CO. INC. PO BOX 328 HATTIESBURG MS 394030328
LIC-05-22-024224	\$20.00	SIMPLY 10 5891 US HWY 49 STE 20 HATTIESBURG MS 39402
LIC-05-22-024225	\$30.00	MCLAURIN FAMILY LEARNING ACADEMY 756 MONROE RD HATTIESBURG MS 39401
LIC-05-22-024226	\$45.00	PENSKE TRUCK LEASING PO BOX 1321 READING PA 196031321
LIC-05-22-024228	\$20.00	GALLASPY HOLDINGS, LLC 129 FAIR LAKE DR HATTIESBURG MS 39402
LIC-05-22-024230	\$30.00	STAR MOTEL 309 S. 16TH AV LAUREL MS 39440
LIC-05-22-024231	\$120.00	HATTIESBURG ORAL SURGERY 1421 S 28TH AVENUE HATTIESBURG MS 39402-
LIC-05-22-024232	\$30.00	NORTHGATE INN 6757 HIGHWAY 49 HATTIESBURG MS 39401
LIC-05-22-024233	\$30.00	SHIPLEY DO-NUTS 5263 OLD HWY 11 HATTIESBURG MS 39402
LIC-05-22-024234	\$30.00	CITY BUFFET, INC. 560 WEATHERSBY RD STE 10 HATTIESBURG MS 39402
LIC-05-22-024235	\$20.00	DISCOUNT TOBACCO 121 BROADWAY DRIVE HATTIESBURG MS 394010000
LIC-05-22-024236	\$20.00	LANCASTER'S MACHINE & WELDING SHOPINC. 1701 W 7TH STREET HATTIESBURG MS 39401
LIC-05-22-024237	\$30.00	LAGNIAPPE EYE CARE, INC. 154 W SHORE DRIVE HATTIESBURG MS 39402-
LIC-05-22-024239	\$0.00	HOVER GRAVEL INC 46 ARCHIE HOVER ROAD HATTIESBURG MS 39402

LIC-05-22-024240	\$90.00		WARD'S PO BOX 15398 HATTIESBURG MS 394025398
LIC-05-22-024241	\$66.00		MORTGAGE FUNDING CORPORATION 12 & 14 PLAZA DRIVE HATTIESBURG MS 39403
LIC-05-22-024242	\$20.00		SERAPHIM STUDIO, LLC 104 S 10TH AVENUE HATTIESBURG MS 39401
LIC-05-22-024243	\$20.00	\$2.20	MASSENGALE'S LAWN SERVICE 620 SOUTH 19TH AV HATTIESBURG MS 39401-
LIC-05-22-024244	\$30.00		MCALISTER'S DELI #1189 251 LITTLE FALLS DR WILMINGTON DE 19808
LIC-05-22-024246	\$20.00	\$2.20	C STUDIO PHOTOGRAPHY 2009 HARDY STREET B HATTIESBURG MS 394010000
LIC-05-22-024247	\$30.00		DAIRY QUEEN 6442 CITY WEST PARKWAY STE 400 EDEN PRAIRIE MN 55344
LIC-05-22-024248	\$30.00		DAIRY QUEEN GRILL AND CHILL 6442 CITY WEST PARKWAY STE 400 EDEN PRAIRIE MN 55344
LIC-05-22-024249	\$20.00	\$2.20	LE'S SEAFOOD MARKET & DELI 5332 HIGHWAY 42 BYPASS HATTIESBURG MS 394010000
LIC-05-22-024251	\$20.00	\$2.40	ROSIE'S ICE CREAM 223 LYNNWOOD CIR HATTIESBURG MS 39402
LIC-05-22-024252	\$48.00		THERMO MECHANICAL, INC 21449 MARION LN MANDEVILLE LA 70471
LIC-05-22-024253	\$30.00		ASIAN CAFE, INC 4600 HARDY ST 15 HATTIESBURG 39402
LIC-05-22-024254	\$20.00		PEROXIDE 1910 HARDY STREET A HATTIESBURG MS 39401
LIC-05-22-024255	\$30.00		HYDRA CLEAN 600 W SCOоба ST HATTIESBURG MS 39401
LIC-05-22-024256	\$20.00		W GEOTECHNICAL AND TESTING, INC. 301 CENTRAL AV E WIGGINS MS 39577
LIC-05-22-024257	\$30.00		MERCURY PIZZA 2056 OAK GROVE RD HATTIESBURG MS
LIC-05-22-024258	\$20.00		CANVAS 207 E FRONT ST HATTIESBURG MS 39401
LIC-05-22-024259	\$45.00		CHECKERS #6303 4300 W CYPRESS STREET STE 600 TAMPA FL 33607-
LIC-05-22-024260	\$33.00		SIMPLY VINTAGE LLC 6140 US HWY 98 30 HATTIESBURG MS 39403

LIC-05-22-024261	\$30.00		PANAMA FORESTRY EQUIP ., INC. 620 MEADOW LANE DRIVE HATTIESBURG MS 39401
LIC-05-22-024262	\$30.00		BURKETT RADIATOR SHOP 1201 W PINE STREET HATTIESBURG MS 39401
LIC-05-22-024263	\$20.00		COMMUNITY CHOICE FINANCIAL 6111 HIGHWAY 98 60 HATTIESBURG MS 39402
LIC-05-22-024264	\$20.00		COMMUNITY CHOICE FINANCIAL 2902 HARDY ST STE 100 HATTIESBURG MS 39401
LIC-05-22-024265	\$20.00	\$2.20	OLD TO NEW CREATIONS 314 S 34TH AV HATTIESBURG MS 39402
LIC-05-22-024266	\$20.00		NEW GENERATION AFRICAN HAIR BRAIDING 2417 W 4TH STREET HATTIESBURG MS 39401-
LIC-05-22-024269	\$30.00		BURKE HANDLING SYSTEMS, INC. 7418 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-05-22-024272	\$20.00		RUBY NAILS 214 MAIN ST HATTIESBURG MS 39401
LIC-05-22-024273	\$30.00		USA NAIL LLC 2902 HARDY ST STE 20 HATTIESBURG MS 39401
LIC-05-22-024274	\$39.00		LANDRY LEWIS GERMANY ARCHITECTS, P. A. 5211 OLD HWY 11 HATTIESBURG MS 39402
LIC-05-22-024275	\$57.00		BONNER ANALYTICAL TESTING CO 2703 OAK GROVE ROAD HATTIESBURG MS 39402-
LIC-05-22-024276	\$30.00		SIGNS FIRST 4400 HARDY ST STE B-1 HATTIESBURG MS 39401
LIC-05-22-024277	\$20.00		HILL MOTORS #2 1001 E HARDY STREET HATTIESBURG MS 39401
LIC-05-22-024278	\$20.00		COPY CATS PRINTING INC. 905 HARDY STREET STE 106 HATTIESBURG MS 394010000
LIC-05-22-024279	\$30.00		PALMER ELECTRIC, INC. PO BOX 525 PETAL MS 394650000
LIC-05-22-024280	\$20.00		AFNB HOME CARE INC. 607 CORINNE ST B-2 HATTIESBURG MS 39401
LIC-05-22-024281	\$150.00		TREASURE HUNT PO BOX 1857 HATTIESBURG MS 394031857
LIC-05-22-024282	\$250.00		BIG LOTS #5104 4600 HARDY ROAD STE 34 HATTIESBURG MS 39403
LIC-05-22-024283	\$20.00	\$2.20	TONY VALENTINE BALLOONS, ROSES & CANDY BOUTIQUE 202 BROADWAY DR HATTIESBURG MS 39401

LIC-05-22-024284	\$20.00		MARINER FINANCE, LLC 8211 TOWN CENTER ATTN : FACILITIES DEPT DR BALTIMORE MD 21236
LIC-05-22-024285	\$30.00		WESTGATE CLEANERS 5289 OLD HIGHWAY 11 HATTIESBURG MS 39402-
LIC-05-22-024286	\$93.00		THE BUCKLE, INC P.O. BOX 1480 KEARNEY NE 68848-
LIC-05-22-024288	\$20.00		COMMERCIAL COMMUNICATIONS, LLC 5211 HWY 42 HATTIESBURG MS 39401
LIC-05-22-024289	\$200.00		HARBOR FREIGHT TOOLS 4400 HARDY ST STE B-10 HATTIESBURG MS 39402-
LIC-05-22-024290	\$20.00	\$2.20	MISSISSIPPI TITLE LOANS, INC 211 BROADWAY DR HATTIESBURG MS 39401
LIC-05-22-024293	\$20.00		KING POPA LOCK 11 COLLINS ST HATTIESBURG 39401
LIC-05-22-024294	\$20.00		HANDS FO4 HIRE 927 LUTHER ST HATTIESBURG MS 39401
LIC-05-22-024295	\$20.00		SAGE DEN 138 E FRONT ST HATTIESBURG MS 39401
LIC-05-22-024296	\$80.00		FOOD SERVICES/DIV. OF COCA COLA 64 COLLINS INDUSTRIAL PARK RD COLLINS MS 39428
LIC-05-22-024297	\$470.00		FOOD SERVICES/DIV. OF COCA COLA 64 COLLINS INDUSTRIAL PARK RD COLLINS MS 39428
LIC-05-22-024298	\$20.00		NEW BEST WOK INC. 28 MARKET CT HATTIESBURG MS 39402
LIC-05-22-024299	\$20.00		FAGAN CARS & TRUCKS 100 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-05-22-024300	\$30.00	\$3.60	LIL' TEKNON LEARNING CENTER 125 W 8TH STREET HATTIESBURG MS 39401-
LIC-05-22-024301	\$20.00	\$3.20	AAA STRIPE RITE, LLC 1818 EDWARDS ST HATTIESBURG MS 39401
LIC-05-22-024302	\$20.00	\$3.20	ARMOR INSULATIONS LLC 1818 EDWARDS ST HATTIESBURG MS 39401
LIC-05-22-024303	\$20.00	\$3.20	CLEEN-COTE, INC. 1818 EDWARDS ST HATTIESBURG MS 39401
LIC-05-22-024305	\$20.00		CANON SOLUTIONS AMERICA, INC. 300 COMMERCE SQ BLVD BURLINGTON NJ 08016-
LIC-05-22-024307	\$20.00	\$2.40	SERVICE-ALL REPAIR 10 PIEDMONT RD PETAL MS 39465

LIC-05-22-024308	\$20.00		SACK'S INC. PO BOX 1241 HATTIESBURG MS 394031241
LIC-05-22-024309	\$20.00		JRM & SONS TRUCKING & REPAIR SERVICE 1828 JAMES STREET HATTIESBURG MS 394010000
LIC-05-22-024310	\$93.00		MEN'S WEARHOUSE 24 CROSS CREEK PKWY HATTIESBURG MS 39402
LIC-05-22-024311	\$20.00		LISA TINGLE REALTY, LLC 201 N 25TH AVENUE STE A HATTIESBURG MS 39402
LIC-05-22-024312	\$42.00		TOWN & COUNTRY CLEANERS 3400 HARDY STREET HATTIESBURG MS 39401-
LIC-05-22-024313	\$20.00		EYEMART EXPRESS LLC 1380 SENLAC DRIVE 200 FARMERS BRANCH TX 75234-
LIC-05-22-024314	\$30.00		HATTIESBURG MEDICAL PARK MGT CORP 100 W PINE ST HATTIESBURG MS 39401
LIC-05-22-024316	\$33.00	\$4.29	BEAUTY SQUAD 5912 US HWY 49 STE A3 HATTIESBURG MS 39401
LIC-05-22-024317	\$99.00		BROOKDALE HATTIESBURG II 6737 W WASHINGTON STE 2300 MILWAUKEE WI 53214
LIC-05-22-024318	\$20.00		PEPPERTREE, LLC 801 N 28TH AVENUE HATTIESBURG MS 39403
LIC-05-22-024319	\$150.00		BEDFORD ALZHEIMERS CARE CENTER LLC 300 B CAHAL STREET HATTIESBURG MS 39401
LIC-05-22-024320	\$150.00		BEDFORD CARE CENTER (CAHAL) 100 W PINE STREET HATTIESBURG MS 394010000
LIC-05-22-024321	\$150.00		BEDFORD CARE CENTER 100 W PINE STREET HATTIESBURG MS 394010000
LIC-05-22-024325	\$20.00		PREGAR CONSTRUCTION, LLC 65 WATERFORD DR HATTIESBURG MS 39402
LIC-05-22-024326	\$20.00		BRADFORD FURNITURE 7408 HWY 49 N STE 10 HATTIESBURG MS 39401
LIC-05-22-024328	\$30.00		FEDEX OFFICE & PRINT SERVICES #1526 PO BOX 8000 C/O BUS LIC MONSEY NY 10952-
LIC-05-22-024329	\$20.00		CAMELLIA HOUSE POST OFFICE BOX 1267 HATTIESBURG MS 39403
LIC-05-22-024332	\$20.00	\$2.20	ARDOR 515 E PINE STREET HATTIESBURG MS 39401-
LIC-05-22-024333	\$20.00	\$2.20	G CANDY LASHES 803 W RAILROAD ST HATTIESBURG MS 39401

LIC-05-22-024337	\$30.00	\$3.90	GRADE A MANAGEMENT MARKETING 602 ADELINE ST HATTIESBURG MS 39402
LIC-05-22-024341	\$60.00		WILL'S WAY, LLC 32 MILLBRANCH RD STE 40 HATTIESBURG MS 39402
LIC-05-22-024343	\$45.00		MICHAEL'S WRECKER SERVICE INC 1919 HILL STREET HATTIESBURG MS 39401-
LIC-05-22-024344	\$45.00		BODY TECH WRECKER SERVICE 1919 HILL ST HATTIESBURG MS 39401-
LIC-05-22-024345	\$45.00		LARRY'S WRECKER SERVICE 1919 HILL STREET HATTIESBURG MS 39401-
LIC-05-22-024346	\$45.00		LIL JACKIE'S WRECKER 1919 HILL STREET HATTIESBURG MS 39401-
LIC-05-22-024348	\$20.00		TUNJIA'S LITTLE ONES CHILD DEV CTR 114 PATTON AVENUE HATTIESBURG MS 39401-
LIC-05-22-024349	\$20.00	\$2.60	BATTERIES PLUS BULBS 3203 HARDY STREET SUITE A HATTIESBURG MS 39402-
LIC-05-22-024350	\$20.00		OAK GROVE POSTAL SERVICES 5297 OLD HWY 11 STE 8 HATTIESBURG MS 39402-0000
LIC-05-22-024351	\$20.00		ROOSTER RIDGE LLC 5297 OLD HWY 11 STE 8 HATTIESBURG MS 39402
LIC-05-22-024352	\$30.00		SOUTHERN STAR MEDICAL GROUP LLC 101 ASBURY CIRCLE HATTIESBURG MS 39402-
LIC-05-22-024353	\$50.00		GILKEY ELECTRIC SUPPLY CO., INC. PO BOX 17287 HATTIESBURG MS 394047287
LIC-05-22-024354	\$20.00		CURTIS CUSTOM COUNTERS 102 GORDON ST HATTIESBURG MS 39401
LIC-05-22-024360	\$20.00		WIRELESS DIMENSIONS 1000 TURTLE CREEK DR STE K-30 HATTIESBURG MS 39402
LIC-05-22-024361	\$20.00		WIRELESS DIMENSIONS 2 1000 TURTLE CREEK DR STE K-20 HATTIESBURG MS 39402
LIC-05-22-024363	\$1,040.00		PUCKETT RENTS 7128 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-05-22-024364	\$20.00		CARE AT RESIDENCE SERVICES (CARS), INC. 525 MAIN ST HATTIESBURG MS 39401
LIC-05-22-024365	\$30.00		CASH & CARRY CLEANERS 107 WALNUT STREET HATTIESBURG MS 39401
LIC-05-22-024366	\$20.00		EYE WORKS 3901 HARDY STREET 130 HATTIESBURG MS 394046717

LIC-05-22-024367	\$20.00		SOUTHERN BUILDING DISTRIBUTORS 7340 HWY 49 HATTIESBURG MS
LIC-05-22-024368	\$30.00		MAACO COLLISION REPAIR & AUTO PAINTINTG 1915 LINCOLN RD HATTIESBURG MS 39402
LIC-05-22-024369	\$25.00		BRACKMAN'S 35 PIONEER RD S HATTIESBURG MS 39402
LIC-05-22-024370	\$30.00		JOE B. BAZEMORE & ASSOCIATES 37 SHADOW RIDGE DRIVE HATTIESBURG MS 39402
LIC-05-22-024371	\$45.00		SINGLEY CONSTRUCTION COMPANY 1001 HIGHWAY 13 HATTIESBURG MS
LIC-05-22-024373	\$20.00		SMALL WORLD LEARNING CENTER 406 LAKEWOOD LOOP HATTIESBURG MS 39402
LIC-05-22-024374	\$30.00		A & J RENTAL, INC. 1123 HARDY STREET HATTIESBURG MS 394010000
LIC-05-22-024376	\$20.00	\$2.40	SHORELINE POOL DISTRIBUTION 2792 EDWARDS ST STE 10 HATTIESBURG MS 39401
LIC-05-22-024378	\$20.00		FLOWERS BY MARIAM LLC 819 HARDY STREET HATTIESBURG MS 39401-
LIC-05-22-024379	\$20.00		ASSET PROTECTION SOLUTIONS 602 ADELINE ST STE D6 HATTIESBURG MS 39402
LIC-05-22-024381	\$20.00		MARCO'S CHICKEN AND WAFFLES 817 COUNTRY CLUB RD HATTIESBURG MS 39401
LIC-05-22-024384	\$25.00		MISSISSIPPIATHLETE, INC. 211 S 40TH AVENUE HATTIESBURG MS
LIC-05-22-024386	\$30.00	\$4.80	TOWNPLACE SUITES 235 THORNHILL DR HATTIESBURG MS 39402
LIC-05-22-024387	\$20.00		M.M. & A HATTIESBURG LLC (D-BAT) 4600 HARDY ST STE 32A HATTIESBURG MS 39402
LIC-05-22-024388	\$20.00		BODYSHOP FITNESS LLC (D1 TRAINING) 4600 HARDY ST STE 32B HATTIESBURG MS 39402
LIC-05-22-024389	\$20.00		SETH M. HUNTER P.O. BOX 1111 HATTIESBURG MS 39403
LIC-05-22-024390	\$150.00		MAXIMUS, INC 5912 US HWY 49 STE H2 & H3 HATTIESBURG MS 39401
LIC-05-22-024391	\$250.00		O'REILLY AUTO PARTS # 943 304 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-05-22-024392	\$30.00		PODS ENTERPRISES, LLC 13535 FEATHERSOUND DR CLEARWATER FL 33755

LIC-05-22-024393	\$20.00	GLAMOUR PALACE BEAUTY SALON 959 BROADWAY DR HATTIESBURG MS 39401
LIC-05-22-024394	\$30.00	TERMINIX INTERNATIONAL 150 PEABODY PLACE TAX 0020 MEMPHIS TN 38103
LIC-05-22-024395	\$20.00	FOREST ROYALE APARTMENTS 620 S 28TH AV HATTIESBURG MS 39402
LIC-05-22-024396	\$20.00	L & S AUTOPLEX 1318 W PINE ST HATTIESBURG MS 39401
LIC-05-22-024397	\$20.00	LAND LADY INVESTMENTS 1318 W PINE ST HATTIESBURG MS 39401
LIC-05-22-024398	\$20.00	PROFESSIONAL TAX GROUP, LLC 1318 W PINE ST HATTIESBURG MS 39401
LIC-05-22-024399	\$200.00	GROVER BROTHERS EQUIPMENT INC. 1500 N MAIN STREET HATTIESBURG MS 394011911
LIC-05-22-024400	\$45.00	ART'S TOWING 5582 HWY 42 BYPASS HATTIESBURG MS 39401-
149	\$7,369.00	\$55.99

Total Collection for May

New Licenses	\$951.25
Renewed Licenses	\$7,369.00
Penalties	\$55.99
Grand Total	\$8,376.24



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 21, 2022
Re: Acknowledge Proof of Publications for Hub City Spokes for the month of May 2022.
File Number: 2022-415
Minute Book #

Summary

Acknowledge Proof of Publications for Hub City Spokes for the month of May 2022.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for Hub City Spokes for the month of May 2022.

Please place this on the June 21, 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 #
5/31/2022	100003



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.	
					6/10/2022			
					Sales Rep		Tearsheets	
					H			
Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount		
5/12/2022	Legal Notices - Ordinance 3310	314 words		37.68		37.68		
5/12/2022	Proof of Publication Fee			3.00		3.00		
5/12/2022	Legal Notices - Ordinance 3311	311 words		37.32		37.32		
5/12/2022	Proof of Publication Fee			3.00		3.00		
5/12/2022	Legal Notices - Pubic Notice BOA	260 words		31.20		31.20		
5/12/2022	Proof of Publication Fee			3.00		3.00		
5/12/2022	Legal Notices - Notice HPC	467 words		56.04		56.04		
5/12/2022	Proof of Publication Fee			3.00		3.00		
5/12/2022	Legal Notices - Public Hearing David Lee	374 words		44.88		44.88		
5/12/2022	Proof of Publication Fee			3.00		3.00		
5/12/2022	Legal Notices -Public Hearing Ord 3209	451 words		54.12		54.12		
5/12/2022	Proof of Publication Fee			3.00		3.00		
5/12/2022	Legal Notices - Public Notice HPC hardy Street	288 words		34.56		34.56		
5/12/2022	Proof of Publication Fee			3.00		3.00		
5/26/2022	Legal Notices - PN TMP Pubic Comment	166 words		69.72		69.72		
5/26/2022	Proof of Publication Fee			3.00		3.00		
				Total		\$389.52		
Did you know we now offer a variety of HELP WANTED solutions? Call us today at (601) 268-2331 for more details.				Payments/Credits		\$0.00		
Phone #	Fax #	Questions? E-Mail:		Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.				
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com						

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: May 12 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 12th
day of May, 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: COH Ordinance 3310
- ☐ 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. 3310, duly adopted and approved by the City Council of the City of Hattiesburg on April 19, 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. 3310
OF THE CITY OF HATTIESBURG,
MISSISSIPPI

ADOPT AN ORDINANCE FILED BY JOSEPH TATUM, OWNER, SILICON RANCH CORPORATION, REAGAN FARR, ROB RILEY, APPLICANT, AND CARA WAGNER, REPRESENTATIVE, AS REQUIRED IN THE LAND DEVELOPMENT CODE, ORD. NO. 3209, TO CHANGE THE ZONING CLASSIFICATION FOR A CERTAIN PROPERTY LOCATED ON BONHOMIE ROAD (PARCEL NO. 2-041C-28-001.00, PPIN 27685, FORREST COUNTY, WARD 5) FROM SECTION 5.4.10 COMMUNITY BUSINESS DISTRICT B-3 TO SECTION 5.4.3 RESIDENTIAL DISTRICT R-1A

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 Ware and was adopted by the following roll call votes, to wit:

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

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 19th day of April, 2022.

(SEAL:) ATTEST: /s/ Ronda S. Kennedy, 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 April, 2022.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published May 12, 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: 311 Published 1 times

Date 1st Published: May 12 Amt: 37.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.32

Proof of Publication Fee: 3.00

TOTAL: 40.32

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of May, 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: COH - Ordinance 3311
- ☐ 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. 3311, duly adopted and approved by the City Council of the City of Hattiesburg on April 19, 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. 3311

AN ORDINANCE AMENDING THE MIDTOWN FORM BASED CODE, ORD. 3105, SO THAT SECTION 3.17 C.3.b.v. REMOVES: "CHEVY CHASE DRIVE". AMENDED TEXT TO READ: "B. WHERE MORE THAN ONE STREET ABUTS A LOT, ALL OF THE STREET ARE CONSIDERED PRIMARY STREETS, EXCEPT THAT THE FOLLOWING STREET ARE DESIGNATED AS SIDE STREET: I. 30TH AVENUE II. LORRAINE STREET III. 27TH AVENUE IV. ADELINE STREET"

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 Brown, seconded by Council Member Ware and was adopted by the following roll call votes, to wit:

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

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 19th day of April, 2022.

(SEAL:) ATTEST: /s/ Ronda S. Kennedy, 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 April, 2022.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published May 12, 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: 260 Published 1 times

Date 1st Published: May 12 Amt: 31.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.20

Proof of Publication Fee: 3.00

TOTAL: 34.20

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of May, 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: COH - Public Notice BOA
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Scott Alexander, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 10, Table 10.6 "Sign Message Area (Max)(sq. ft)" for wall signs in a B-3 District, "maximum 15% of the single wall", and instead allow a wall sign of one hundred ten feet (110) square feet for a variance of sixty one (61) square feet for a certain property located at 1610 Hardy Street (Parcel No. 2-029M-09-518.00, PPIN 16815, Forrest County, Ward 4). Said property being more particularly described as follows, to-wit:

Lots Three, four, Five, Six, Seven and the North 42 feet of Lot Eight, in Block Six, of the Hattiesburg Heights Proper Survey in the city of Hattiesburg, Forrest County, Mississippi, as per the Map or plat thereof on file in Plat Book 4, at Page 15; in the office of the Chancery Clerk of Forest County, Mississippi.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., June 1, 2022 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 5th day of May, 2022.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/ Kemas Eaton, CITY CLERK
(SEAL)
Published May 12, 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: 467 Published 1 times

Date 1st Published: May 12 Amt: 56.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 56.04

Proof of Publication Fee: 3.00

TOTAL: 59.04

(signed) Meghan Puttaro
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of May, 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: COH Notice HPC
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Bryant Hensleigh, representative, and Maxem Health Urgent Care, representative, and Charlotte C. Rawls, owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 6, Table 6.1 "Minimum Front Setback" for B-3, "30 feet", and instead allow a setback of five (5) feet for a variance of twenty-five (25) feet along U.S. Highway 49 and to request a variance from section 7.10.11.1 "Perimeter Landscaping: A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage" and instead allow five (5) feet of green strip for a variance of ten (5) feet for a proposed building to be located at 6096 U.S. Highway 49 (Parcel No. 2-0280-08-243.00, PPIN 16559, Forrest Co., Ward 4). Said property being more particularly described as follows, to-wit:

A PARCEL OF LAND BEING PART OF LOTS 14, 15, 16, AND A 201 VACATED ALLEY (ORDINANCE 948), BLOCK 10, HATTIESBURG HEIGHTS FOURTH SURVEY, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT A CAPPED IRON PIN AT THE SW CORNER OF LOT 12, BLOCK 10, HATTIESBURG HEIGHTS FOURTH SURVEY, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI FOR THE POINT OF BEGINNING; THENCE RUN N89°04'148"W FOR 88.11' TO A CAPPED IRON PIN ON THE EASTERN RIGHT-OF-WAY OF U.S. HWY 49 AND SOUTH 26TH AVENUE; THENCE RUN 125.53 1 ALONG A CURVE TO THE RIGHT AND THE SAID RIGHT-OF-WAY

TO A COITON SPINDLE, SAID CURVE HAVING A RADIUS OF 2764.79', AN INCLUDED ANGLE OF 2° 0' 36" 05", AND A CHORD RUNNING N40° 55' 42" W FOR 125.52 1; THENCE RUN N89° 0' 33' 58" E FOR 100.46 1 TO A CAPPED IRON PIN ON THE WEST LINE OF LOT 9, BLOCK 10, HATTIESBURG HEIGHTS FOURTH SURVEY; THENCE RUN S00° 10' 55" E ALONG THE WEST LINES OF LOTS 9 AND 10 FOR 75.00' TO AN IRON ROD AT THE NW CORNER OF LOT 11; THENCE RUN S2° 00' 107" W ALONG THE WEST LINE OF LOT 11 FOR 51.101 BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 0.27 ACRE MORE OR LESS.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., June 1, 2022 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 5th day of May, 2022.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/ Kermas Eaton, CITY CLERK
(SEAL)
Published 12, 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: 374 Published 1 times

Date 1st Published: May 12 Amt: 44.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 44.88

Proof of Publication Fee: 3.00

TOTAL: 47.88

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of May, 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: COH Public Hearing David Lee
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by David Lee, owner, Charles Dawe, representative, and Forrest Dungan, Engineer as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located south of Lincoln Road (Parcel 056L-23-015.000, PPIN 17642, and Parcel 056L-23-004.000, PPIN 29025 Lamar County, Ward 3) from Section 5.4.10 Community Business District B-3 to Section 5.4.3 Residential District R-1A. Said property being more particularly described as follows, to-wit:

Description of Proposed parcel to be zoned R-1A: A part of the NE ¼ of Section 23, Township 4 North, Range 14 West, Lamar County, MS and being more particularly described as follows: Commencing at the NE corner of the SE ¼ of the NE ¼ of said Section 23, said point also being the point of beginning; thence S00°10'03"W, a distance of 649.24 feet; thence S89°31'33"W, a distance of 1401.45 feet; thence S00°03'37"W, a distance of 31.20 feet; thence N89°42'39"W, a distance of 1290.67 feet; thence N00°34'46"E, a distance of 227.45 feet; thence N89°35'32"E, a distance of 516.02 feet; thence a curve to the left for 138.36 feet having a radius of 1124.82 feet, with a chord bearing of N84°52'19"E and a chord distance of 138.27 feet; thence N80°30'16"E, a distance of 130.01 feet; thence a curve to the left for 223.56 feet having a radius of 1126.02 feet, with a chord bearing of N70°13'52"E and a chord distance of 223.20 feet; thence N64°31'14"E, a distance of 1402.88 feet; thence S00°31'21"W, a distance of 255.67 feet; thence S89°38'25"E, a distance of 435.60 feet back to the Point of Beginning. Said parcel containing 30.25 Acres±.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., June 1, 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 5th day of May, 2022.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/ Kermas Eaton, CITY CLERK
(SEAL)
Published May 12, 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: 451 Published 1 times

Date 1st Published: May 12 Amt: 54.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 54.12

Proof of Publication Fee: 3.00

TOTAL: 57.12

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of May, 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: COH - Public Hearing Ord 3209
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by De'Broski R. Herbert, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for "Horticulture-for profit and research-related" in an I-1 Zone (Light Industrial) for a certain property located at 88 Academy Drive (Parcel 2-0421-36-006.00, PPIN 7069, Forrest County, Ward 5). Said property being more particularly described as follows, to-wit:

A tract of land in the NE/4, Section 36, Township 4 North, Range 13 West, Forrest County, Mississippi, lying between the right of way of the Bonhomie and Hattiesburg Southern Railroad Company and the right of way of the Mississippi Central Railroad Company, being more particularly described as follows:

Commence at a point where the east line of the NE/4, of said Section 36, intersects with the western right of way line of Bonhomie and Hattiesburg Southern Railroad, and run thence in a northwesterly boundary line of the Bonhomie and Hattiesburg Southern Railroad; thence South 66° 55' 04" West 769.93 feet to the north-eastern right of way line of the old abandoned Mississippi Central Railroad;

thence South 35° 42' 36" East 762.24 feet, along the said railroad right of way to and for the POINT OF BEGINNING; continue thence South 35° 42' 36" East 676.51 more or less along the said railroad right of way the southern boundary line of the NE/4, of said Section 36; thence East 700.00 feet, more or less along the southern boundary of the NE/4, of said Section 36, to the east line of the NE/4, of said Section 36; thence North 480.00 feet along the east line of the NE/4, of said Section 36, to western right of line of Bonhomie and Hattiesburg Southern Railroad; thence 455.00 feet, along said western railroad right of way line; thence South 66° 55' 04" West 825.00 feet, more or less, back to the point of beginning, said parcel being situated in the NE/4, Section 36, Township 4 North, Range 13 West, Forrest County, Mississippi, less and except any of said property as may have been heretofore conveyed to the United States of America.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., June 1, 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 5th day of May, 2022.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton, CITY CLERK
(SEAL)

Published May 12, 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: 288 Published 1 times

Date 1st Published: May 12 Amt: 34.56

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.56

Proof of Publication Fee: 3.00

TOTAL: 37.56

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of May, 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: COH - Public Notice HPC Hardy Street
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Andy Stetelman, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a property located at 3207 Hardy St (Parcel 2-028K-07-034.00, PPIN 23004, Forrest County, Ward 3) from Section 5.4.9 Neighborhood Business District B-2 and Section 4.5.7 Multi-Family Residential District R-3 to Section 5.4.10 Community Business District B-3. Said property being more particularly described as follows, to-wit:

Lot 6, Block 23 of the Pinecrest First Survey being a subdivision of the NE 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having a frontage on Hardy Street of 60 feet and a frontage on 33rd Avenue of 150 feet; all together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

The West 60 Feet of lots 7 and 8 in Block 23, Pinecrest First Survey of the City of Hattiesburg, County of Forrest, State of 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 thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., June 1, 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 5th day of May, 2022.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton, CITY CLERK
(SEAL)

Published May 12, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 166 Published 4 times

Date 1st Published: Apr 28 Amt: 19.92

Date 2nd Published: May 5 Amt: 16.60

Date 3rd Published: May 19 Amt: 16.60

Date 4th Published: May 26 Amt: 16.60

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 69.72

Proof of Publication Fee: 3.00

TOTAL: 72.72

(signed) Megham Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 26th
day of May, 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: COH - PN TMP Public Comment
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE PUBLIC COMMENT PERIOD

HATTIESBURG-PETAL-FORREST-LAMAR METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION MASTER PLAN (TMP)

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 30-day public comment period beginning April 28, 2022, for the public to review and provide comments regarding the proposed Transit Master Plan (TMP). This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures.

The proposed plan 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 April 28, 2022 - May 31, 2022.

Written comments regarding the proposed plan 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 April 28, May 5, 19, 26, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 21, 2022
Re: Acknowledge and approve the updated Emergency Roof Initiative Program manual
File Number: 2022-411
Minute Book #

Summary

Acknowledge and approve the updated Emergency Roof Initiative Program manual

Recommendation Statement

I recommend approval of this item

Please place this on the June 21, 2022 City Council meeting for consideration.

2022

Special Project: Emergency Roof Initiative Program



6/21/2022





EMERGENCY ROOF REPAIR PROGRAM

WHAT IS THE EMERGENCY ROOF REPAIR INITIATIVE PROGRAM?

The Emergency Roof Initiative Program is a short term, special project, created by the City of Hattiesburg Community Development Division. This program has been designed to aid low to low moderate homeowners with assistance to repair and/or replace unsafe roof systems. Program goal is to prevent further deterioration of the home.

HOW DO I GET STARTED?

Contact our office for a pre-screening application and initial assessment, at 601.554.1006. Community Development Division (CDD) staff will complete an inspection of the property to determine whether the work and/or property appear to be feasible and submit required documentation. The application process may take up to “one year or longer” to complete. You are responsible for the continued maintenance of your property.

HOW DO I QUALIFY FOR ROOF REPAIR ASSISTANCE?

- You must own and occupy the property as your principal residence with homestead exemption.
- The deed of ownership must be in your name.
- Property has not previously received assistance from the City of Hattiesburg Community Development Division.
- Your property taxes on the property must be current and paid.
- Your mortgage loan(s) must be current and in good standing.
- Your property must be free of Code Violations **other than roof*.
- Other program criteria may apply as determined by the City of Hattiesburg (CoH).
- Your household Annual Gross Income must not exceed current income limits:

IS THERE A LIMIT TO THE VALUE OF MY HOME?

Yes, tax assessed, sales price or appraised value of your home may not exceed \$150,000 (subject to change).

WHERE CAN MY PROPERTY BE LOCATED?

Your property must be located within the city limits of Hattiesburg.

ARE MOBILE HOMES ELIGIBLE?

No, mobile homes are not eligible for roof repairs.

HOW WILL THE ROOF REPAIR PROGRAM HELP ME REPAIR MY ROOF?

The CDD will conduct a preliminary inspection of your home to determine if the home will qualify for assistance. A work write-up and cost estimate report will be prepared to determine if your home is structurally and financially feasible to repair.

WHAT TYPES OF REPAIRS ARE ELIGIBLE?

Roofing repairs that are urgently needed to address roof components and structure that can be completed for \$15,000 or less. Eligible repairs may include items such as: the repair and/or replacement of unsafe roof systems. Eligible repairs are limited to the roof of the structure.

**Exceptions to the maximum project budget of \$15,000, will be reviewed on a case by case basis with prior approval from the CDD manager.*

HOW MUCH ASSISTANCE IS AVAILABLE?

Funding is limited. Assistance is based on the type of eligible roof repairs that may be needed to correct the unsafe roof conditions on the home.

IS A LIEN PLACED ON MY HOME FOR THE ROOF ASSISTANCE I RECEIVE?

Yes, a 3-year, 0% interest deed restriction and promissory note is notarized and recorded in the Forrest County public records for the total amount of the assistance awarded to the homeowner.

DO I HAVE TO PAY THE FORGIVABLE LOAN BACK?

No, as long as you comply with certain program criteria such as, own and occupy the property as your principal residence and keep the property in good condition during the 3-year loan affordability period. The lien will be fully forgiven after 3 years if all program conditions are met. However, if a homeowner, defaults on the terms of the forgivable loan within the 3-year period, then the prorated balance of the loan becomes due and payable to the CoH.

WHAT IF MY HOME PASSES INTO MY ESTATE BEFORE THE DUE ON SALE LOAN IS FORGIVEN?

In the case of death of the owner, the heirs may be able to assume the unpaid balance and continue with the terms of the original loan. The CoH will determine if the heirs qualify to assume the loan. If the heirs do not qualify, then the loan would become due and payable. If the heirs should refinance, transfer ownership of the property or sell during the remaining term of the affordability period (due on sale loan), then the entire balance becomes due and payable.

WHAT HAPPENS IF THE CITY DOES NOT HAVE FUNDS AVAILABLE TO REPAIR MY ROOF?

Funds are made available based on a first-come, first-served basis. Acceptance of an application does not guarantee that assistance will be approved or provided by the City. You are responsible for the continued maintenance of your property.

IS MY APPLICATION AUTOMATICALLY APPROVED AFTER I SUBMIT IT?

The CoH reserves the right to reject any and all applications for roof repair assistance. A completed and submitted application does not guarantee that you will be approved to receive assistance from the City. You are responsible for the continued maintenance of your property.

CHANGE HISTORY LOG	
June 2022	Update program title to include "Emergency"; added project maximum budget of \$15,000; added exceptions approval; created Change History Log



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 21, 2022
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {/Entitlement CDBG/HOME}
File Number: 2022-412
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 June 21, 2022 City Council meeting for consideration.



INVOICE

CN 21-3823-005

May 31, 2022

RE:

City of Hattiesburg
200 Forrest Streete
Hattiesburg, MS, 39401

Katie Dabbs Community Center Renovations
Hattiesburg, MS

ATTN: Petra Wingo

RECEIVED
6/7/22 PW

For Professional Services Rendered

Fee Structure Basis for Design Services:

Percentage of Construction Cost

For Professional Services Rendered from	March 26, 2022	through	May 25, 2022
Est. Construction Cost:*	\$ 800,000.00	Percentage Fee	8.00%

Percentage Design Services						
Phase of Work	% of Fee		Phase Fee*		% Complete	Current Status*
Schematic Design	15%	=	\$ 9,600.00	X	100%	= \$ 9,600.00
Design Development	20%	=	\$ 12,800.00	X	100%	= \$ 12,800.00
Construction Documents	40%	=	\$ 25,600.00	X	95%	= \$ 24,320.00
Bidding and Negotiation	5%	=	\$ 3,200.00	X	0%	= \$ -
Construction**	20%	=	\$ 12,800.00	X	0%	= \$ -
Totals*	100%	=	\$ 64,000.00		Total Earned	= \$ 46,720.00
					Less Previous Invoiced	= \$ 23,360.00
					Total Percentage Invoice	= \$ 23,360.00

*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.					\$ -
Total Due Hourly Services Plus Expenses and Reimburables						\$ -

Total Amount Due this Invoice \$ 23,360.00

To: Urban Development Community Development Division

INVOICE

Bradley Construction Co. LLC
4117 HWY 26 West
Lucedale, MS 39452
601-947-0604
June 10, 2022

Homeowner Address: 515 Columbia Street

Completed Job Descriptions

1	Installed hand and guardrails at steps under carport	1,000.00
2	Sealed around tub/shower and installed showerhead in hallway bath	150.00
3	Removed wood extending from bottom of the wall in bedroom closet	250.00
4	Made the stepdown from the kitchen the same as the door	300.00
5	Made attic access code compliant	250.00
6	Installed wall vent for dryer on rear wall	250.00
7	Replaced the deteriorated trim at bottom of two windows East side of house	250.00
8	Removed and replaced deteriorated trim from front of house at left side of door	150.00
9	Rebuilt cabinet in Den	1,000.00
Total Amount due		\$3,600.00

RECEIVED
6/10/22

Homeowner: _____

Contractor: Billy Bradley

[Handwritten signature]

Make all checks payable to Bradley Construction Co. LLC

Thank you for your business!

4117 Hwy 26 West Lucedale, MS 39452 Phone 601-947-0604,

Email Address: billyandgloriabradley@hotmail.com

To: Urban Development Community Development Division
INVOICE

Bradley Construction Co. LLC
4117 HWY 26 West
Lucedale, MS 39452
601-947-0604
June 10, 2022

Homeowner Address: 303 Killingsworth

Completed Job Descriptions

1	Installed new wood vanity w/sink, faucet and plumbing to code	1,200.00
2	Installed ABA Commode to code	250.00
3	Sealed around tub	100.00
4	Installed shower head	50.00
5	Installed smaller light fixture in closet to meet code bedroom #1	100.00
6	Installed small light fixture in closet to meet code in bedroom #2	100.00
7	Installed a light with switch in attic	100.00
8	Completed plumbing in kitchen and water heater to code	1,000.00
9	Installed vinyl flooring and shoe molding throughout house	2,500.00
10	Installed vent at front of house	250.00
11	Anchored post under front porch	500.00
12	Built handrail at back steps	600.00
Total Amount due		\$6,750.00

Homeowner: _____

Contractor: Billy Bradley

RECEIVED
6/10/22
BW

Make all checks payable to Bradley Construction Co. LLC
Thank you for your business!
4117 Hwy 26 West Lucedale, MS 39452 Phone 601-947-0604,
Email Address: billyandgloriabradley@hotmail.com

[Handwritten signature]

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: June 21, 2022

The following request for payment is being submitted for approval during the City Council's June 21, 2022 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Landry, Lewis, Germany
Activity: Public Facilities
Program: CDBG
Project Site: Katie-Dabbs Community Center
Amount Requested: \$23,360.00
Purpose of Request: Phase fee (Schematic design, design development, construction documents)

Recipient: Bradley Construction Co, LLC
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 303 J.C. Killingsworth
Amount Requested: \$6,750.00
Purpose of Request: Reimbursement

Recipient: Bradley Construction Co, LLC
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$3,600.00
Purpose of Request: Reimbursement



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, June 21, 2022

Re: Approve and authorize publication of a Request for Proposals for architectural historian services to complete a digital photography recordation package and cultural resources survey in order to comply with state and federal requirements associated with the city's 2019 Hazard Mitigation Grant Program application.
File Number: 2022-426
Minute Book #

Summary

2019 HMGP Application – Architectural Historian RFP

Recommendation Statement

I recommend approval and authorization of publication of a Request for Proposals for architectural historian services to complete a digital photography recordation package and cultural resources survey in order to comply with state and federal requirements associated with the city's 2019 Hazard Mitigation Grant Program application.

Please place this on the June 21, 2022 City Council meeting for consideration.

REQUEST FOR PROPOSALS
FOR ARCHITECTURAL & HISTORICAL SERVICES

The City of Hattiesburg is requesting proposals from qualified professionals in the field of architectural history to complete a digital photography recordation package and cultural resource survey in order to comply with state and federal requirements associated with the city's 2019 Hazard Mitigation Grant Program application.

Re: DR-4429-0014 City of Hattiesburg 2019 Acquisition Project

(3422 W. Adeline St., 718A Grace Ave., 2807 Hillside Dr.)

**Mitigation of the findings of adverse effect, pursuant to Sec. 106 of the National
Historic Preservation Act of 1966.**

Whereas two of the above referenced properties, being **718A Grace Ave.** and **2807 Hillside Dr.**, have been reviewed by the State Historic Preservation Office of the Mississippi Department of Archives and History (SHPO) and whereas the proposed actions related to these properties have been identified as resulting in an adverse effect to historic resources, mitigation has been proposed and agreed upon by the SHPO, MEMA, FEMA, and the City of Hattiesburg. Pursuant to the requested mitigation, the City of Hattiesburg requests proposals from qualified professionals in the field of architectural history (or a closely related disciplines as approved by SHPO) for the completion of the following activities:

- 1) Recordation package for 718A Grace Ave. and 2807 Hillside Dr., to include full photo documentation, prior to the commencement of demolition of these two resources. Photo-documentation shall follow the policies and standards set forth by the National Register of Historic Places (NRHP).**
- 2) Intensive level Historic Resource Surveys of two potential districts in proximity to the above referenced properties, as referenced by the attached boundary maps "A" and "B".**
- 3) Cultural Resource Survey report to determine if the two surveyed areas are eligible for listing in the NRHP.**

As this project is being undertaken with Federal Emergency Management Agency (FEMA) funding through the Hazard Mitigation Grant Program, the successful responder shall be responsible for ensuring compliance with all required federal provisions.

The proposal should be sealed and properly labeled as set forth below and may be hand delivered or mailed to the City Clerk's Office, City of Hattiesburg, 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403 and received at the City Hall Clerks Office no later than July 23, 2022,

by 10:00 a.m. after which time they will be opened and publicly announced. The City of Hattiesburg will then review each proposal and select a qualified firm or individual.

All proposals should be clearly identified as follows:

**NAME OF FIRM OR INDIVIDUAL
PROPOSALS FOR ARCHITECTURAL & HISTORICAL SERVICES
2019 HAZARD MITIGATION GRANT PROGRAM**

Proposal Content

In order for your proposal to be properly evaluated, you must submit a Statement of Qualifications and Experience, Work Plan, Work Schedule, and Price Proposal in sufficient detail to be evaluated.

All questions related to this Legal Ad shall be submitted in writing and directed to:

Jennifer Shows, Grant Coordinator
Urban Development Department
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898
jshows@hattiesburgms.com
(601) 545-4544

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

BY: _____
CITY CLERK

Toby Barker, Mayor

PUBLISH Twice in the Legal Section of the *Hattiesburg Post* and *Clarion Ledger*: Thursday, June 23, 2022, and Thursday, June 30, 2022.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, June 21, 2022
Re: Approve Plans and Specifications for the Highway 49 Lighting Project and authorize advertisement for bids.
File Number: 2022-421
Minute Book #

Summary

Approve Plans and Specifications for the Highway 49 Lighting Project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 21, 2022 City Council meeting for consideration.

HIGHWAY 49 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

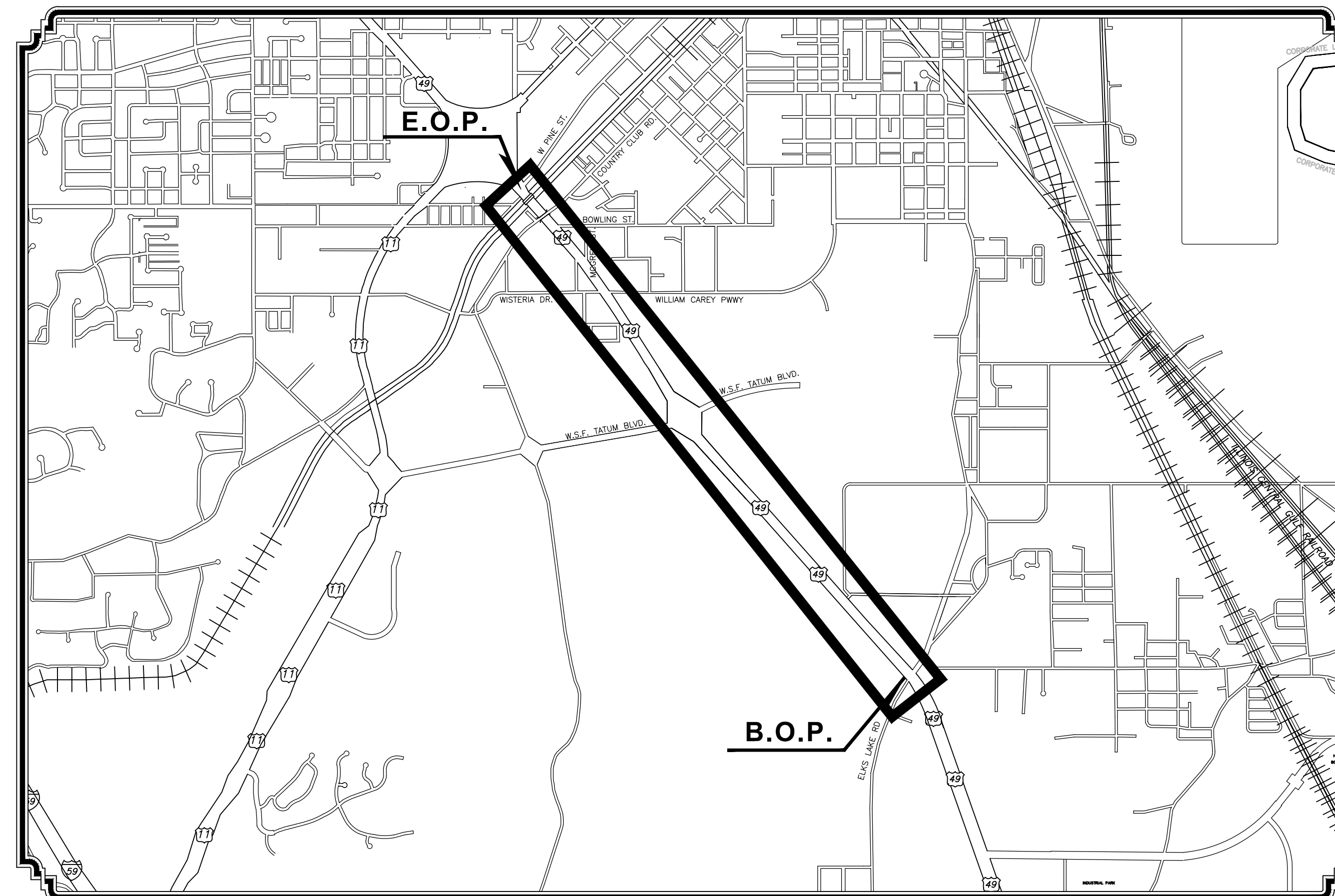
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

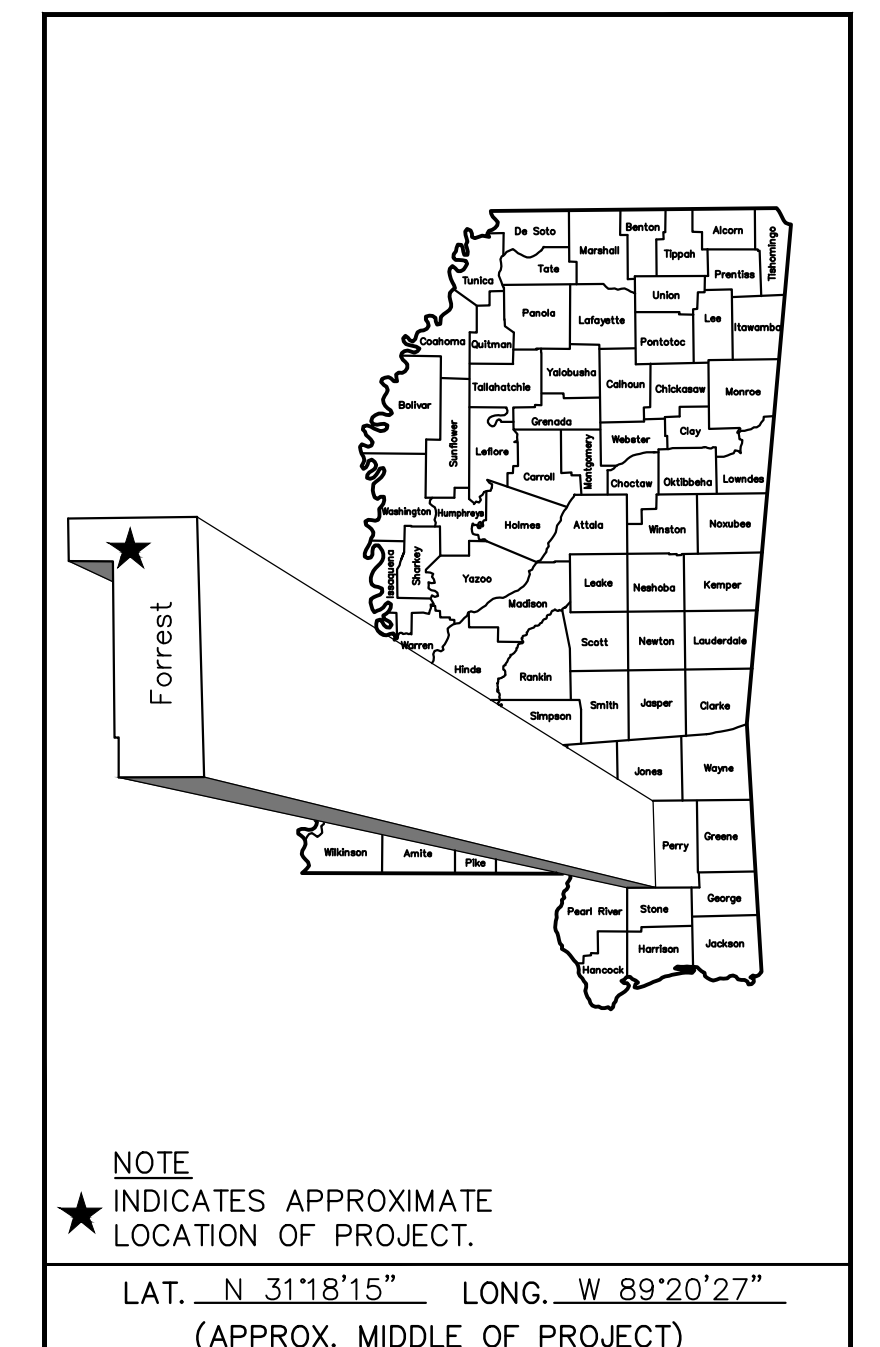
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

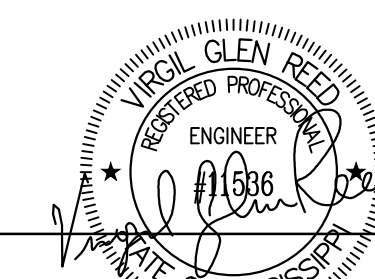
CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
SPIRE GAS
COMCAST
CSPIRE



VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFER
Solutions you can build upon



DATE : 06-10-22

VIRGIL GLEN REED, P.E.
MISSISSIPPI LICENSE NO. 11536

6/10/2022 11:30 AM I:\projects\cadd\hvs\16888\00_highway 49_lighting\dwg\hvs\16888_gn--elec--drew.dwg

GENERAL NOTES

- 1

ALL LIGHTING ASSEMBLY LOCATIONS WILL BE STAKED IN THE FIELD BY THE MDOT REPRESENTATIVES. CONTRACTOR SHALL PLACE THE ASSEMBLIES AS STAKED UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
- 2

ALL QUANTITIES SHOWN FOR BRANCH CIRCUITS ARE APPROXIMATE AND MAY NOT REFLECT LENGTHS REQUIRED BY THE TERRAIN IN THE FIELD.
- 3

THE CONTRACTOR MAY FIND IT NECESSARY TO CONSTRUCT TEMPORARY RAMPS OR ROADWAYS FOR CONSTRUCTION PURPOSES. THE CONTRACTOR SHALL NOT CONSTRUCT TEMPORARY RAMPS OR ROADWAYS BETWEEN THE INTERSTATE AND THE FRONTAGE ROAD. THESE MAY BE DONE AT THE APPROVAL OF THE ENGINEER (NOT A SEPARATE PAY ITEM). WHEN NO LONGER REQUIRED THE TEMPORARY RAMPS OR ROADWAYS ARE TO BE REMOVED, AND THE AFFECTED AREAS GRASSED, AND GROWTH ESTABLISHED (NOT A SEPARATE PAY ITEM). ALL TRAFFIC CONTROL DEVICES REQUIRED FOR COMPLIANCE WITH THE MUTCD SHALL BE PROVIDED BY THE CONTRACTOR AT NO COST TO THE STATE.
- 4

THE COST OF DISPOSING OF MATERIALS DEEMED AS EXCESS EXCAVATION BY THE ENGINEER SHALL BE ABSORBED FOR PAYMENT IN OTHER ITEMS.
- 5

CONTRACTOR SHALL PROVIDE TOUCH UP GALVANIZING SUPPLIED BY POLE MANUFACTURER TO MATCH POLE FINISH.
- 6

IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
- 7

WHERE CONTRACTOR ENCOUNTERS PAVED DITCHES IN ROUTING OF BRANCH CIRCUITS, HE MAY TRENCH AND REPLACE DITCH OR JACK UNDER DITCH, THIS IS NOT A SEPARATE PAY ITEM. DAMAGE TO PAVED DITCHES (AND OTHER STRUCTURES) CAUSED BY THE CONTRACTOR DURING THIS PROJECT SHALL BE REPAIRED, (AS DIRECTED BY THE ENGINEER) AT NO COST TO THE STATE.
- 8

ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER (NOT A SEPARATE PAY ITEM).
- 9

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. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
- 10

METAL POLES SHALL BE SHIPPED TO SITE LOCATION SECURED WITH NYLON OR OTHER SUITABLE TIE DOWN MEANS TO PREVENT DAMAGE TO POLE SURFACE. CABLE OR CHAIN LASHINGS ARE NOT TO BE USED.
- 11

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.
- 12

CONTRACTOR MAY JACK OR BORE A SINGLE SLEEVE FOR INSTALLATION OF MULTIPLE BRANCH CIRCUIT CONDUITS AT A ROADWAY CROSSING, RATHER THAN JACKING OR BORING INDIVIDUAL CONDUITS. THE INSTALLATION OF THE SLEEVE AND FIRST CONDUIT WILL BE PAID FOR AT THE BID PRICE FOR UNDERGROUND BRANCH CIRCUIT (JACKED OR BORED). ADDITIONAL CONDUITS PLACED IN THE SLEEVE SHALL BE PAID FOR AT THE BID PRICE OF REGULAR UNDERGROUND BRANCH CIRCUIT. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR LARGER SLEEVE. SUBMIT SIZE OF SLEEVE AND MATERIALS FOR APPROVAL PRIOR TO INSTALLATION.
- 13

WIRE FENCE WILL BE REQUIRED FOR ALL SILT FENCE (SEE WK. NO. TEC-1).
- 14

THE LOCATION AND SPACING OF SIGNS, SHOWN ON THE TRAFFIC CONTROL PLANS, ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
- 15

THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE SURFACE TREATED SHOULDER WHICH MIGHT OCCUR DURING CONSTRUCTION. ANY REPAIR TO SHOULDER WILL BE IN ACCORDANCE WITH SECTION 410 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. NO PAYMENT WILL BE MADE FOR REPAIR OF DAMAGED SHOULDER.

- 16

WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE 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 STRUCTURES ADJACENT TO THE EXCAVATION. ALL COSTS FOR DESIGNING, DRAWING, AND CONSTRUCTING THE FACILITY, SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.
- 17

CROSSING OF MEDIAN WILL BE ALLOWED ONLY AT APPROVED EXISTING CROSSOVERS AND WILL ONLY BE ALLOWED DURING DAYLIGHT HOURS. USE OF THE APPROVED MEDIAN CROSSOVERS SHALL BE ACCORDANCE WITH TCP-13. AT NO TIME WILL CROSSING BE ALLOWED BETWEEN THE INTERSTATE, INTERSTATE RAMPS, AND ADJACENT FRONTAGE ROADS.
- 18

SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

PUBLIC UTILITIES

MISSISSIPPI POWER	601-545-4091
AT&T	1-800-227-6477
C-SPIRE	1-800-XXX-XXXX
CITY OF HATTIESBURG ENGINEERING	601-545-4540
CABLE TV (TIME WARNER)	601-982-0922
WILLMUT GAS & OIL CO.	601-XXX-XXXX

LEGEND

LA-?

INDICATES ORIENTATION OF LUMINAIRE

LA-?

INDICATES ORIENTATION OF LUMINAIRE

ELA-?

1" C., #6

SPC-1

PB-?

LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NO., 35FT. POLE, 12 FT. MAST ARM, 1 - 155 WATT LED
^ INDICATES ORIENTATION OF THE FIXTURE
TYPE III DISTRIBUTION LUMINAIRES. (TYPE 35-1-12-155)

LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NO., 16FT. POLE, 1 - 46 WATT LED
^ INDICATES ORIENTATION OF THE FIXTURE
TYPE III DISTRIBUTION LUMINAIRES. (TYPE 16-1-0-46)

EXISTING LOW MAST LIGHTING ASSEMBLY, TO REMAIN IN PLACE

UNDERGROUND SECONDARY BRANCH CIRCUIT, NO. OF CONDUCTORS, "L" DENOTES EQUIPMENT GROUND, SIZE OF CONDUIT AND CONDUCTORS.

SECONDARY POWER CONTROLLER, NO.

UNDERGROUND PULL BOX

UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, LENGTH.

ABBREVIATIONS

@	- AT
A.W.G.	- AMERICAN WIRE GUAGE
B.O.P.	- BEGINNING OF PROJECT
BRCH.	- BRANCH
k	- CENTERLINE
CKT	- CIRCUIT
CY	- CUBIC YARDS
°	- DEGREE
DIA.	- DIAMETER
DWG.	- DRAWING
EA.	- EACH
E.O.P.	- END OF PROJECT
EXP.	- EXPOSED
GALV.	- GALVANIZED
H.P.S.	- HIGH PRESSURE SODIUM
I.E.S.	- ILLUMINATING ENGINEERING SOCIETY
LA-3,HA-1	- LIGHTING ASSEMBLY - NUMBER
L.F.	- LINEAR FEET
L.S.	- LUMP SUM
LT.	- LEFT
MDOT	- MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MTG.	- MOUNTING
NE.	- NORTHEAST
NPS	- NOMINAL PIPE SIZE
N.T.S.	- NOT TO SCALE
NW.	- NORTHWEST
NO. OR #	- NUMBER
O.C.	- ON CENTER
±	- PLUS/MINUS
PSI	- POUNDS PER SQUARE INCH
PVC	- POLYVINYL CHLORIDE
RT.	- RIGHT
SE.	- SOUTHEAST
S.P.C.	- SECONDARY POWER CONTROLLER
SQ.	- SQUARE
SW.	- SOUTHWEST
THW	- THERMOLASTIC HEAT AND MOISTURE RESISTANT
UNGD.	- UNDERGROUND
N.B.C.L.	- NORTH BOUND CENTERLINE
W.	- WATT



Know what's below.
Call before you dig.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16888.000	
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				SCALE: N.T.S.	
				SURVEYED BY: NEEL-SCHAFER, INC.	
				DSGN: VR/KC	DATE: 05/2022
				DRWN: JEM	DATE: 05/2022
				CHKD: GPC	DATE: 05/2022
				QA/QC:	DATE:

HIGHWAY 49 LIGHTING PROJECT

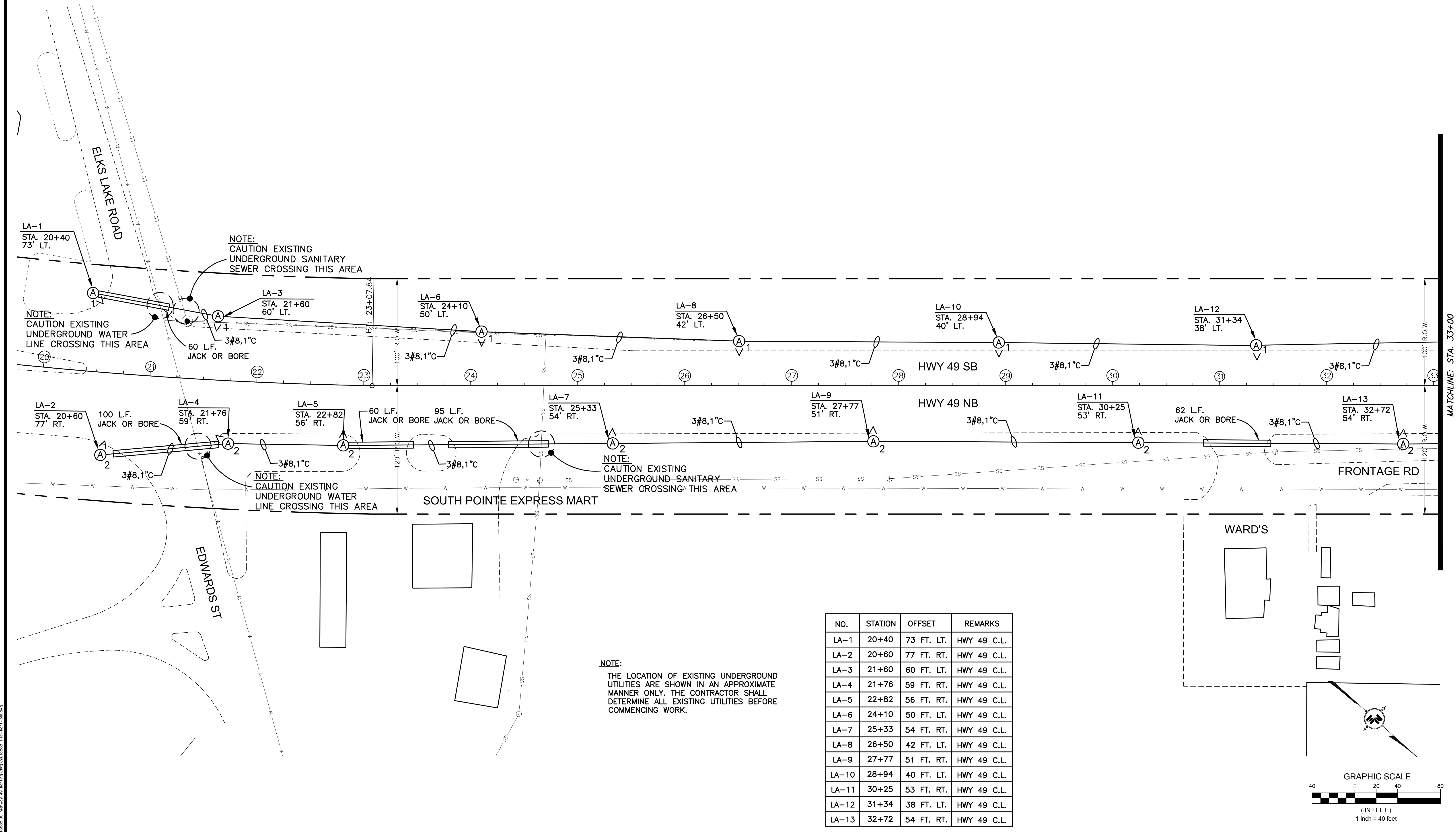
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



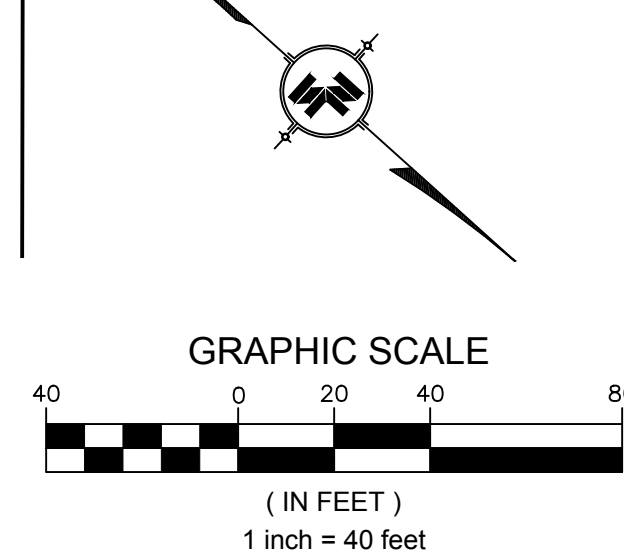
GENERAL NOTES
ABBREVIATIONS AND LEGEND

WORKING NUMBER:	DRAWING NUMBER:
GN-1	E0

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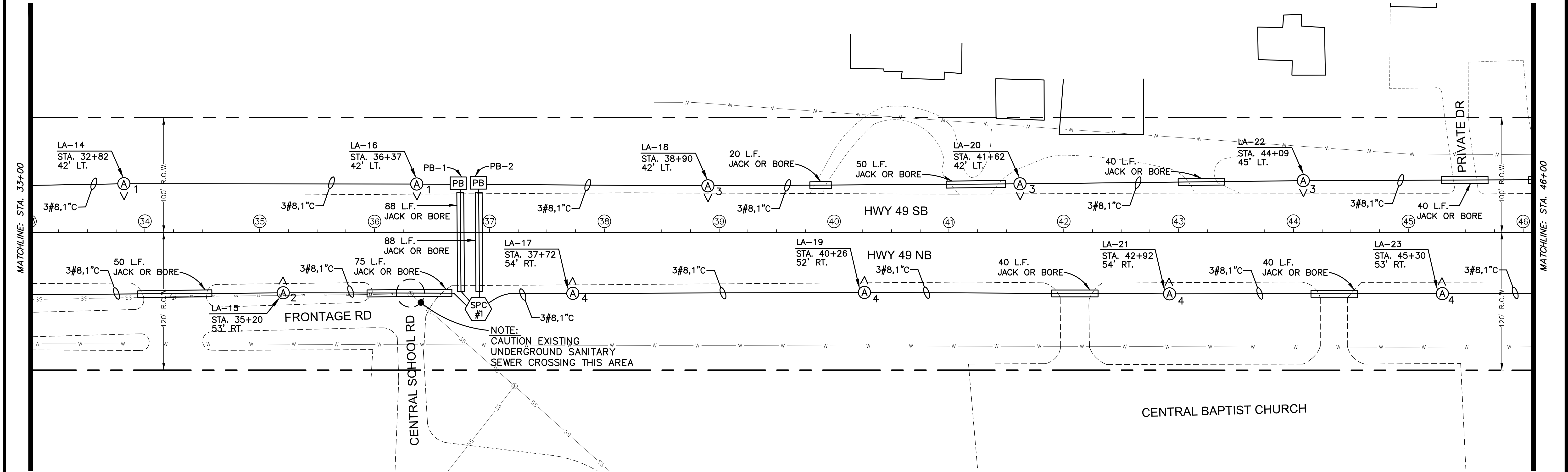


NOTE:
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NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HIGHWAY 49 LIGHTING PROJECT CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		LIGHTING PLAN B.O.P. TO STA. 33+00	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16888.000				
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					SCALE:				
					SURVEYED BY: NEEL-SCHAFFER, INC.				
					DSGN: VR/KC DATE: 06/2022				
					DRWN: JEM DATE: 06/2022				
					CHKD: GPC DATE: 06/2022				
					QA/QC: DATE:				
								WORKING NUMBER: LP-1	DRAWING NUMBER: 4001

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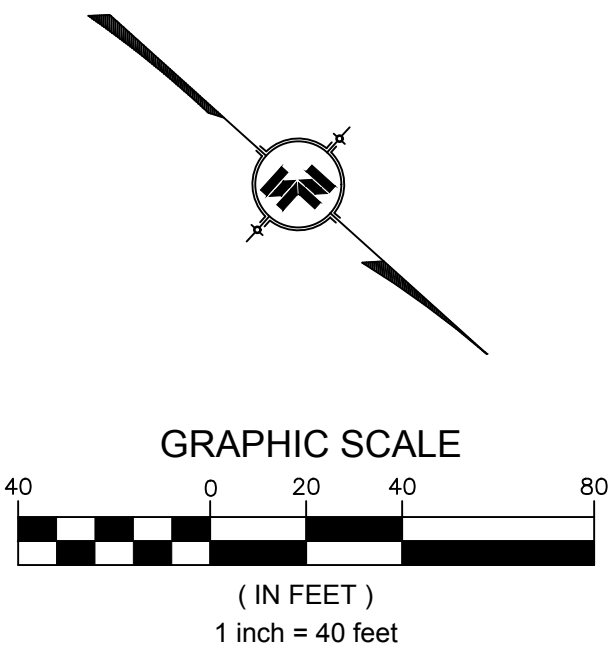
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SECONDARY POWER CONTROLLER

SPC # 1 STATION 36+90
LOCATION RT. OF HWY. 49 NB
BUS 100 AMPERE 100 AMPERE MCB
480 VOLTS 1 PHASE 3 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

CKT#	AMPERES	POLES	SERVES	KVA
1	20	2	LA-1,3,6,8,10,12,14,16	1.240
2	20	2	LA-2,4,5,7,9,11,13,15	1.240
3	20	2	LA-18,20,22,24,26,28,30,32	1.240
4	20	2	LA-17,19,21,23,25,27,29,31,33	1.395
5-12	-	-	SPACE	
TOTAL				5.115

NO.	STATION	OFFSET	REMARKS
LA-14	32+82	42 FT. LT.	HWY 49 C.L.
LA-15	35+20	53 FT. RT.	HWY 49 C.L.
LA-16	36+37	42 FT. LT.	HWY 49 C.L.
LA-17	37+72	54 FT. RT.	HWY 49 C.L.
LA-18	38+90	42 FT. LT.	HWY 49 C.L.
LA-19	40+26	52 FT. RT.	HWY 49 C.L.
LA-20	41+62	42 FT. LT.	HWY 49 C.L.
LA-21	42+92	54 FT. RT.	HWY 49 C.L.
LA-22	44+09	45 FT. LT.	HWY 49 C.L.
LA-23	45+30	53 FT. RT.	HWY 49 C.L.



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			DSGN: VR/KC DATE: 06/2022	
			DRWN: JEM DATE: 06/2022	
			CHKD: GPC DATE: 06/2022	
			QA/QC: DATE:	

HIGHWAY 49 LIGHTING PROJECT

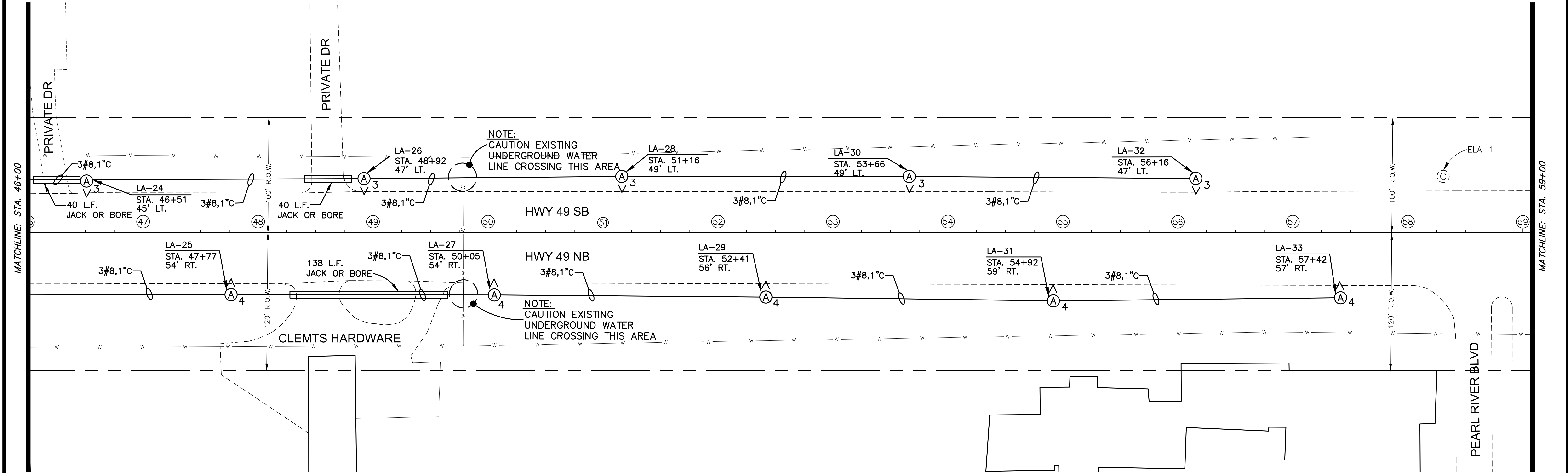
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



LIGHTING PLAN
STA. 33+00 TO STA. 46+00

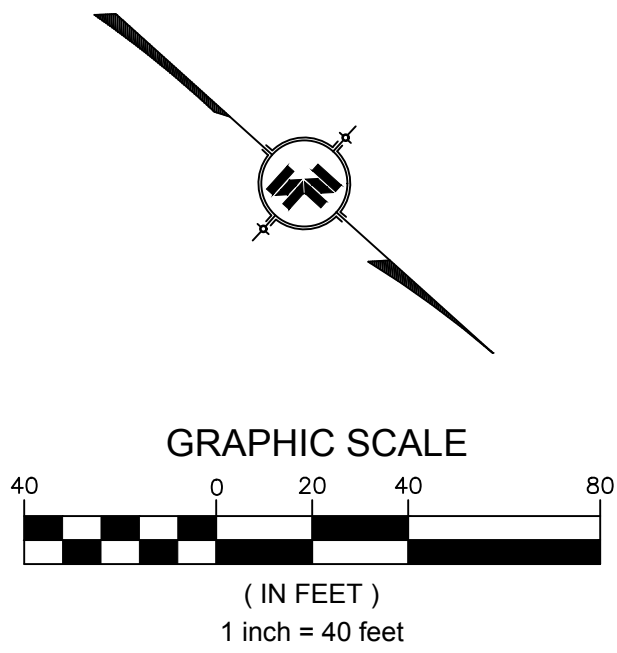
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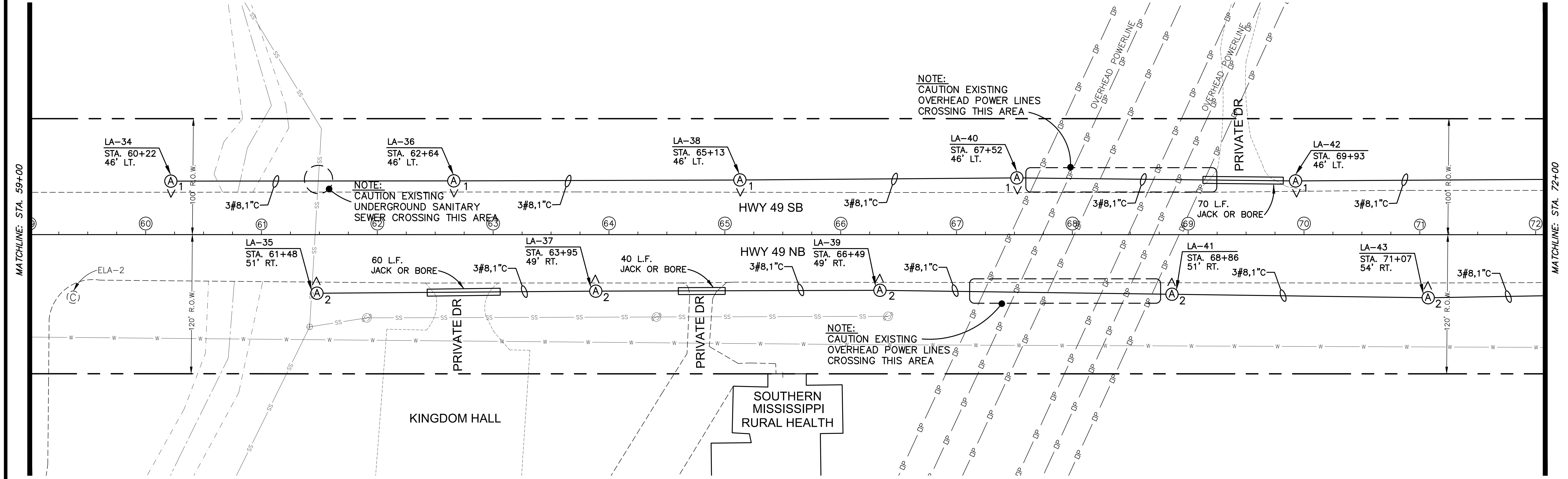
NOTE:
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NO.	STATION	OFFSET	REMARKS
LA-24	46+51	45 FT. LT.	HWY 49 C.L.
LA-25	47+77	54 FT. RT.	HWY 49 C.L.
LA-26	48+92	47 FT. LT.	HWY 49 C.L.
LA-27	50+05	54 FT. RT.	HWY 49 C.L.
LA-28	51+16	49 FT. LT.	HWY 49 C.L.
LA-29	52+41	56 FT. RT.	HWY 49 C.L.
LA-30	53+66	49 FT. LT.	HWY 49 C.L.
LA-31	54+92	59 FT. RT.	HWY 49 C.L.
LA-32	56+16	47 FT. LT.	HWY 49 C.L.
LA-33	57+42	57 FT. RT.	HWY 49 C.L.



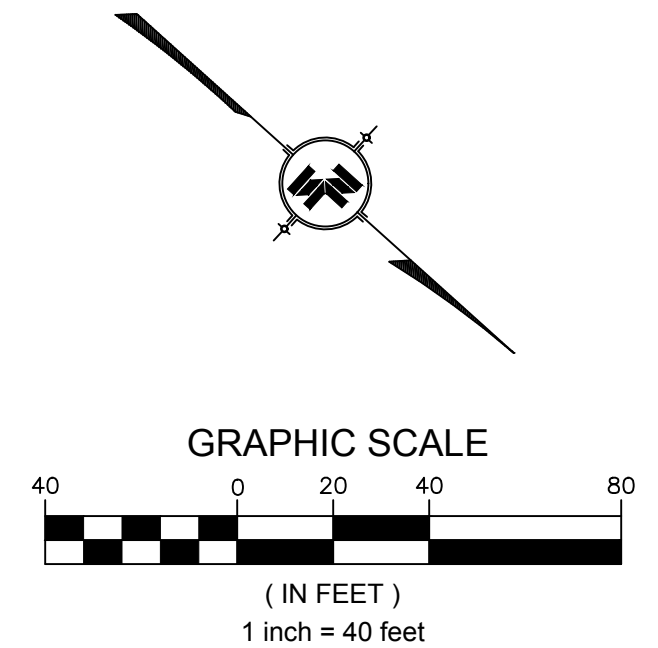
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HIGHWAY 49 LIGHTING PROJECT CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		LIGHTING PLAN STA. 46+00 TO STA. 59+00	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16888.000			WORKING NUMBER:	DRAWING NUMBER:
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					QA/QC: DATE:				

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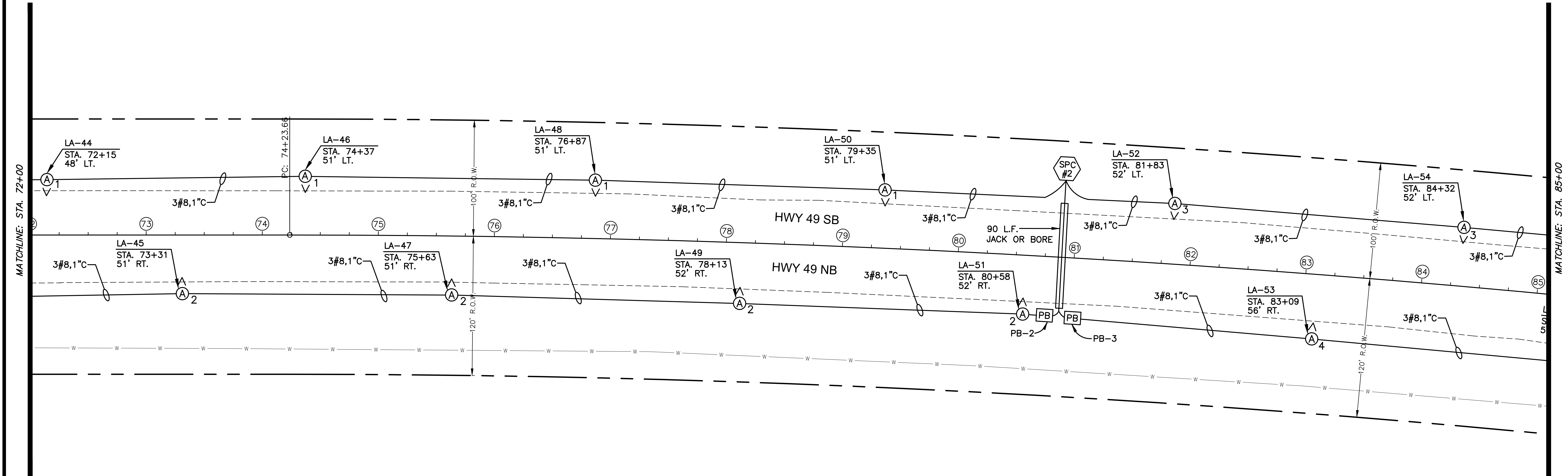
NOTE:
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NO.	STATION	OFFSET	REMARKS
LA-34	60+22	46 FT. LT.	HWY 49 C.L.
LA-35	61+48	51 FT. RT.	HWY 49 C.L.
LA-36	62+64	46 FT. LT.	HWY 49 C.L.
LA-37	63+95	49 FT. RT.	HWY 49 C.L.
LA-38	65+13	46 FT. LT.	HWY 49 C.L.
LA-39	66+49	49 FT. RT.	HWY 49 C.L.
LA-40	67+52	46 FT. LT.	HWY 49 C.L.
LA-41	68+86	51 FT. RT.	HWY 49 C.L.
LA-42	69+93	46 FT. LT.	HWY 49 C.L.
LA-43	71+07	54 FT. RT.	HWY 49 C.L.



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	NO.	DATE	BY	DESCRIPTION			N-S PROJECT NO.: 16888.000 FILENAME: NS.16888 Elec-Light-Plan.dwg SCALE: SURVEYED BY: NEEL-SCHAFFER, INC. DSGN: VR/KC DATE: 06/2022 DRWN: JEM DATE: 06/2022 CHKD: GPC DATE: 06/2022 QA/QC: DATE:	WORKING NUMBER: LP-4	DRAWING NUMBER: 4004

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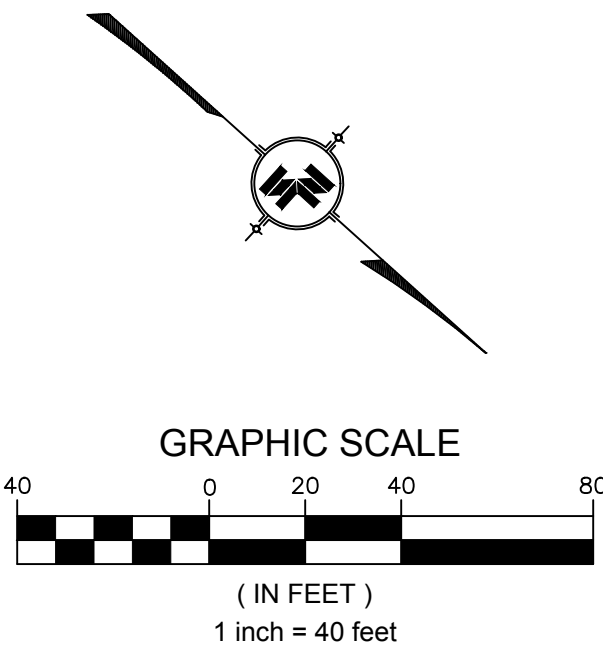
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SECONDARY POWER CONTROLLER

SPC # 2 STATION 80+90
LOCATION LT. OF HWY. 49 NB
BUS 100 AMPERE 100 AMPERE MCB
480 VOLTS 1 PHASE 3 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

CKT#	AMPERES	POLES	SERVES	KVA
1	20	2	LA-34,36,38,40,42,44,46,48,50	1.395
2	20	2	LA-35,37,39,41,43,45,47,49,51	1.395
3	20	2	LA-52,54,56,58,61,62,64,66,68,70,72	1.705
4	20	2	LA-53,55,57,59,60,63,64,65,67,69,71,73	1.860
5-12	-	-	SPACE	
TOTAL				6.355

NO.	STATION	OFFSET	REMARKS
LA-44	72+15	48 FT. LT.	HWY 49 C.L.
LA-45	73+31	51 FT. RT.	HWY 49 C.L.
LA-46	74+37	51 FT. LT.	HWY 49 C.L.
LA-47	75+63	51 FT. RT.	HWY 49 C.L.
LA-48	76+87	51 FT. LT.	HWY 49 C.L.
LA-49	78+13	52 FT. RT.	HWY 49 C.L.
LA-50	79+35	51 FT. LT.	HWY 49 C.L.
LA-51	80+58	52 FT. RT.	HWY 49 C.L.
LA-52	81+83	52 FT. LT.	HWY 49 C.L.
LA-53	83+09	56 FT. RT.	HWY 49 C.L.
LA-54	84+32	52 FT. LT.	HWY 49 C.L.



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				DSGN: VR/KC DATE: 06/2022
				DRWN: JEM DATE: 06/2022
				CHKD: GPC DATE: 06/2022
				QA/QC: DATE:

HIGHWAY 49 LIGHTING PROJECT

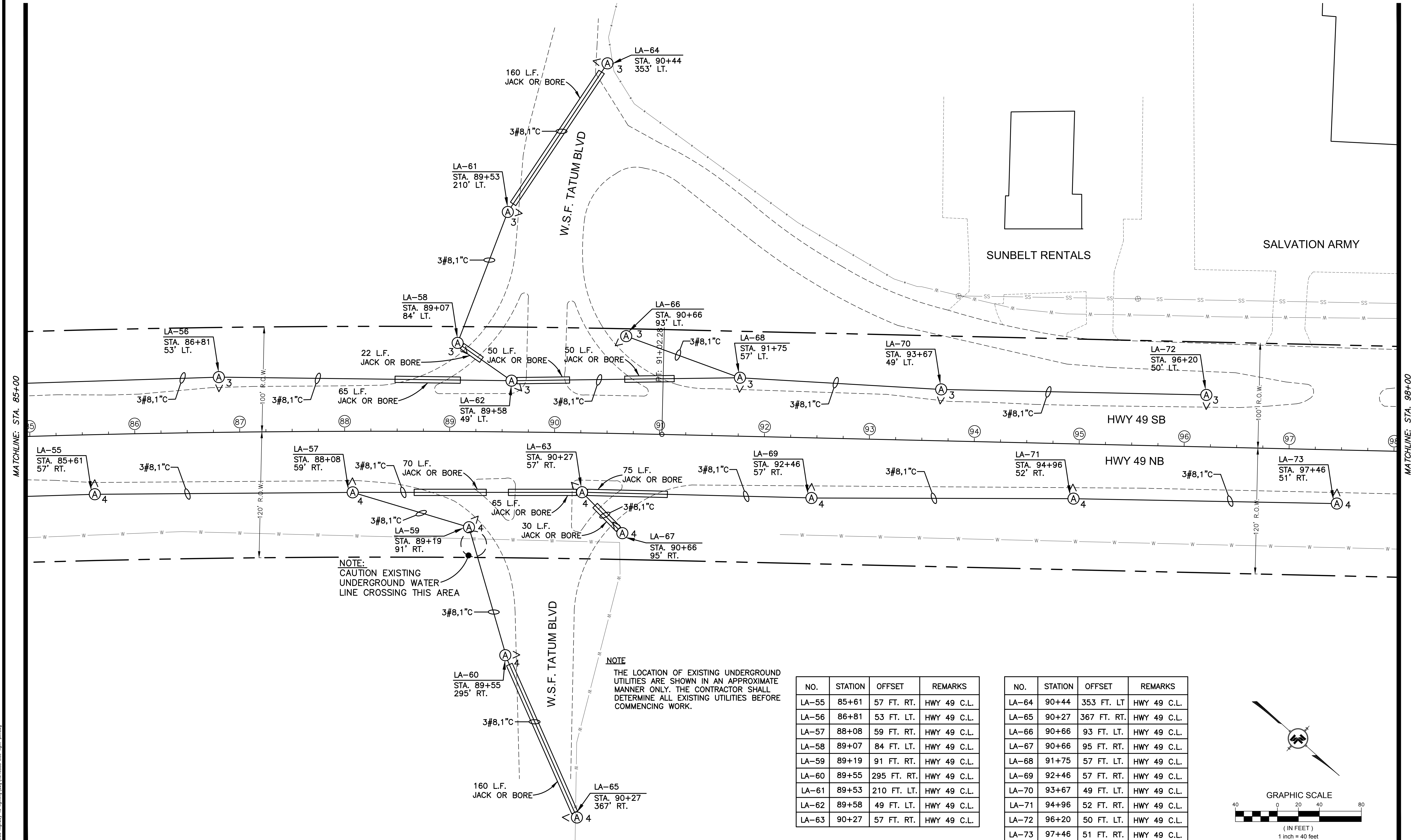
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



LIGHTING PLAN
STA. 72+00 TO STA. 85+00

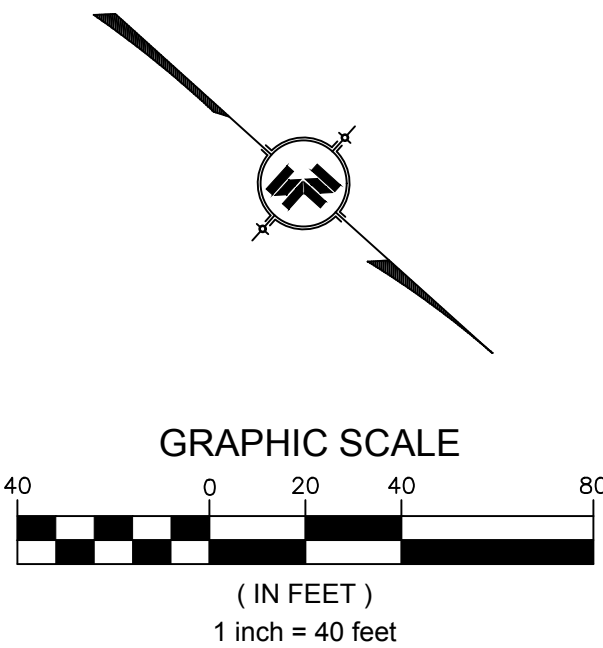
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NO.	STATION	OFFSET	REMARKS
LA-55	85+61	57 FT. RT.	HWY 49 C.L.
LA-56	86+81	53 FT. LT.	HWY 49 C.L.
LA-57	88+08	59 FT. RT.	HWY 49 C.L.
LA-58	89+07	84 FT. LT.	HWY 49 C.L.
LA-59	89+19	91 FT. RT.	HWY 49 C.L.
LA-60	89+55	295 FT. RT.	HWY 49 C.L.
LA-61	89+53	210 FT. LT.	HWY 49 C.L.
LA-62	89+58	49 FT. LT.	HWY 49 C.L.
LA-63	90+27	57 FT. RT.	HWY 49 C.L.

NO.	STATION	OFFSET	REMARKS
LA-64	90+44	353 FT. LT	HWY 49 C.L.
LA-65	90+27	367 FT. RT.	HWY 49 C.L.
LA-66	90+66	93 FT. LT.	HWY 49 C.L.
LA-67	90+66	95 FT. RT.	HWY 49 C.L.
LA-68	91+75	57 FT. LT.	HWY 49 C.L.
LA-69	92+46	57 FT. RT.	HWY 49 C.L.
LA-70	93+67	49 FT. LT.	HWY 49 C.L.
LA-71	94+96	52 FT. RT.	HWY 49 C.L.
LA-72	96+20	50 FT. LT.	HWY 49 C.L.
LA-73	97+46	51 FT. RT.	HWY 49 C.L.



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				SCALE:	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: VR/KC DATE: 06/2022	
				DRWN: JEM DATE: 06/2022	
				CHKD: GPC DATE: 06/2022	
				QA/QC: DATE:	

HIGHWAY 49 LIGHTING PROJECT

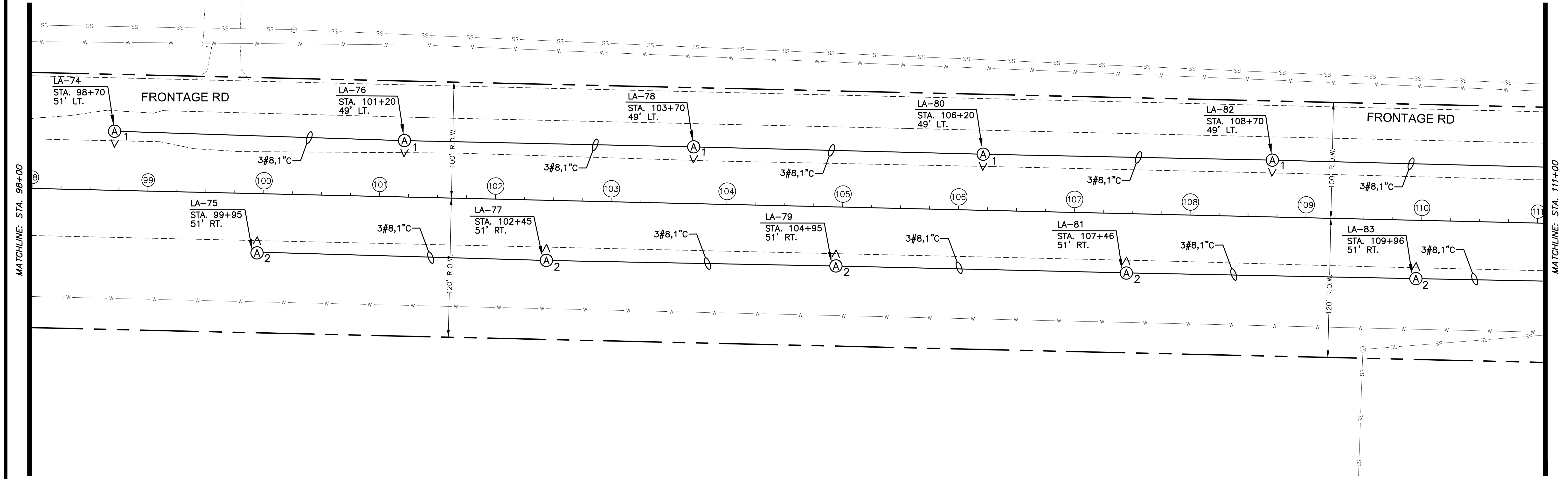
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



LIGHTING PLAN
STA. 85+00 TO STA. 98+00

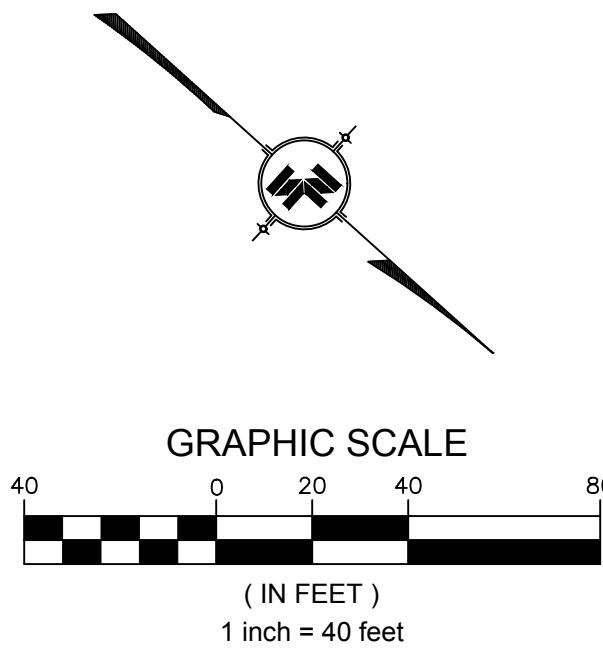
WORKING NUMBER: LP-6	DRAWING NUMBER: 4006
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6/10/2022 11:14 AM J:\Projects\roadline\16888.dwg Highway 49 Lighting.dwg\16888 Elec-Light-Plan.dwg



NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.

NO.	STATION	OFFSET	REMARKS
LA-74	98+70	51 FT. LT.	HWY 49 C.L.
LA-75	99+95	51 FT. RT.	HWY 49 C.L.
LA-76	101+20	49 FT. LT.	HWY 49 C.L.
LA-77	102+45	51 FT. RT.	HWY 49 C.L.
LA-78	103+70	49 FT. LT.	HWY 49 C.L.
LA-79	104+95	51 FT. RT.	HWY 49 C.L.
LA-80	106+20	49 FT. LT.	HWY 49 C.L.
LA-81	107+46	51 FT. RT.	HWY 49 C.L.
LA-82	108+70	49 FT. LT	HWY 49 C.L.
LA-83	109+96	51 FT. RT	HWY 49 C.L.



NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16888.000	
				FILENAME: NS.16888 Elec-Light-Plan.dwg	
				SCALE:	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: VR/KC DATE: 06/2022	
				DRWN: JEM DATE: 06/2022	
				CHKD: GPC DATE: 06/2022	
				QA/QC: DATE:	

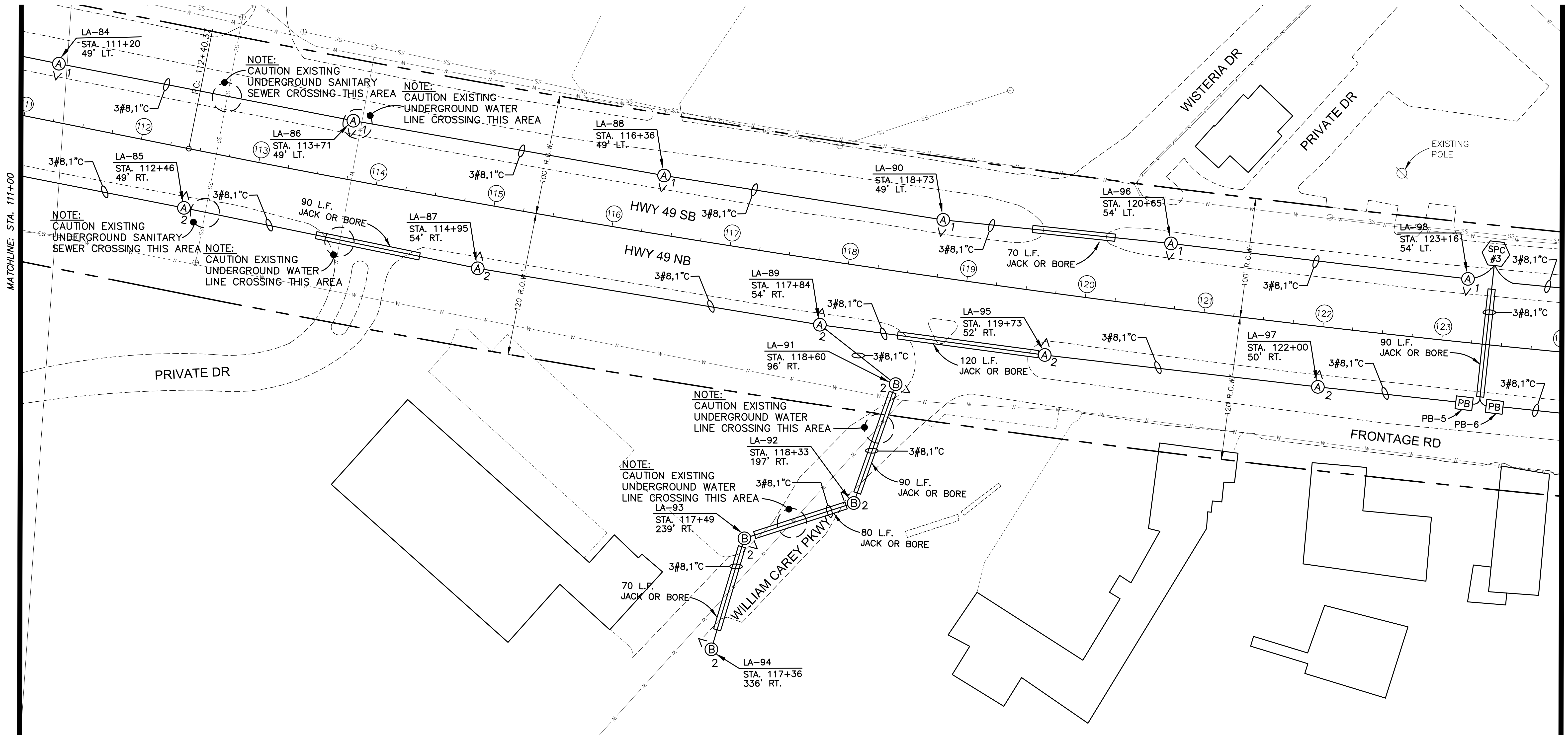
HIGHWAY 49 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
STA. 98+00 TO STA. 111+00

WORKING NUMBER: LP-7	DRAWING NUMBER: 4007
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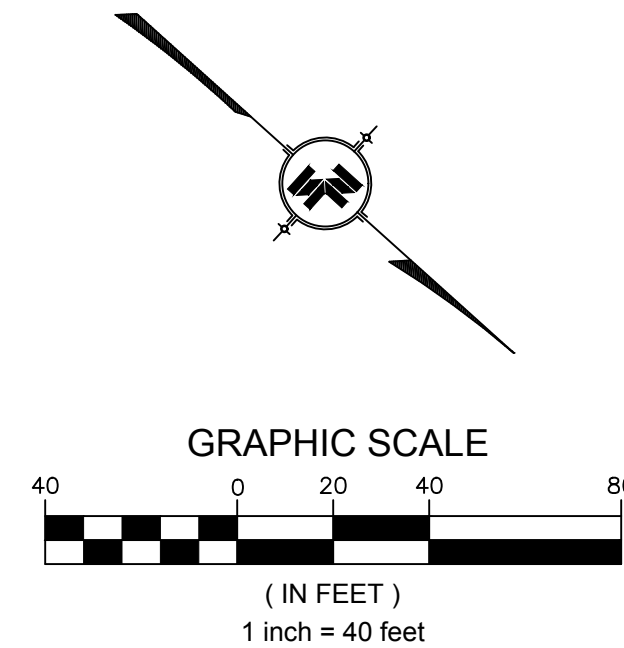
NOTE:
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SECONDARY POWER CONTROLLER
SPC # 3 STATION 123+40
LOCATION LT. OF HWY. 49 NB
BUS 100 AMPERE 100 AMPERE MCB
480 VOLTS 1 PHASE 3 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

CKT#	AMPERES	POLES	SERVES	KVA
1	20	2	LA-74,76,78,80,82,84,86,88,90,96,98	1.705
2	20	2	LA-75,77,79,81,83,85,87,89,91,92,93,94,95,97	1.734
3	20	2	LA-100,102,104,106,108,110	0.930
4	20	2	LA-99,101,103,105,107,109	0.930
5-12	-	-	SPACE	
TOTAL				5.299

NO.	STATION	OFFSET	REMARKS
LA-84	111+20	49 FT. LT.	HWY 49 C.L.
LA-85	112+46	49 FT. RT.	HWY 49 C.L.
LA-86	113+71	49 FT. LT.	HWY 49 C.L.
LA-87	114+95	54 FT. RT.	HWY 49 C.L.
LA-88	116+36	49 FT. LT.	HWY 49 C.L.
LA-89	117+84	54 FT. RT.	HWY 49 C.L.
LA-90	118+73	49 FT. LT.	HWY 49 C.L.
LA-91	118+60	96 FT. RT.	HWY 49 C.L.
LA-92	118+33	197 FT. RT.	HWY 49 C.L.
LA-93	117+49	239 FT. RT.	HWY 49 C.L.

NO.	STATION	OFFSET	REMARKS
LA-94	117+36	336 FT. RT.	HWY 49 C.L.
LA-95	119+73	52 FT. RT.	HWY 49 C.L.
LA-96	120+65	54 FT. LT.	HWY 49 C.L.
LA-97	122+00	50 FT. RT.	HWY 49 C.L.
LA-98	123+16	54 FT. LT.	HWY 49 C.L.



6/10/2022 11:14 AM J:\projects\hatterburg\16888.dwg Highway 49 Lighting.dwg User:16888 elec-light-pin.dwg

NOTICE TO DRAWING HOLDER

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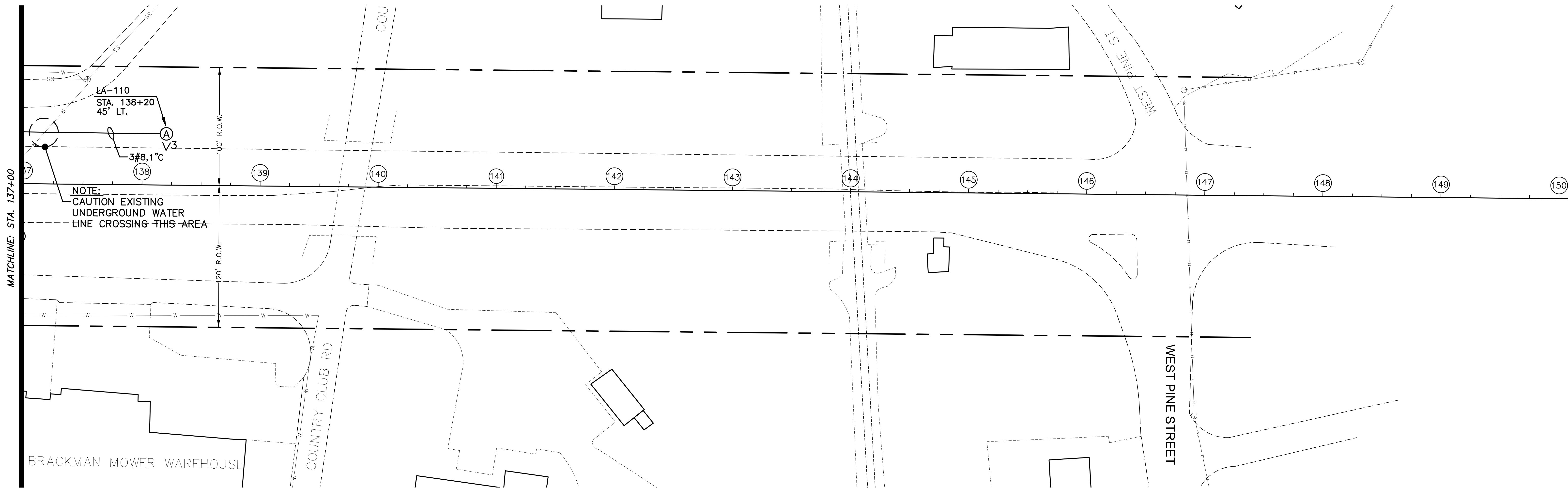
REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

HIGHWAY 49 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

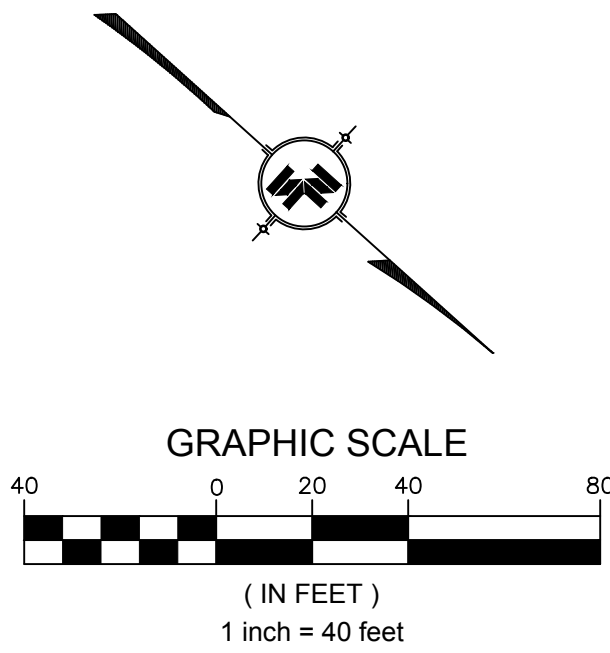
LIGHTING PLAN
STA. 111+00 TO STA. 124+00

WORKING NUMBER: **LP-8**
DRAWING NUMBER: **4008**



NOTE:
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NO.	STATION	OFFSET	REMARKS
LA-110	138+20	45 FT. LT.	HWY 49 C.L.



6/10/2022 11:15 AM J:\projects\codefree\16888\00_highway 49_lighting\plan\16888_elec-light-plan.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		HIGHWAY 49 LIGHTING PROJECT CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		LIGHTING PLAN STA. 137+00 TO E.O.P.			
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16888.000							
					FILENAME: NS.16888 Elec-Light-Pln.dwg							
					SCALE:							
					SURVEYED BY: NEEL-SCHAFFER, INC.						WORKING NUMBER: LP-10	DRAWING NUMBER: 4010
					DSGN: VR/KC DATE: 06/2022							
					DRWN: JEM DATE: 06/2022							
					CHKD: GPC DATE: 06/2022							
					QA/QC: DATE:							



NOTE

LABEL BREAKERS AS TO CIRCUIT NUMBER
USE PHENOLIC ENGRAVED LABELS



NOTE:
1. EMBEDMENT DEPTHS "A" ARE MEASURED FROM NATURAL GROUND.



NOTICE TO DRAWING HOLDER

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REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

N-S PROJECT NO.: 16888.000

FILENAME: NS16888 Elec-Det-1.dwg

SCALE: N.T.S.

SURVEYED BY: NEEL-SCHAFER, INC.

DSGN: VR/KC DATE: 06/2022

DRWN: JEM DATE: 06/2022

CHKD: GPC DATE: 06/2022

QA/QC: DATE:

HIGHWAY 49 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

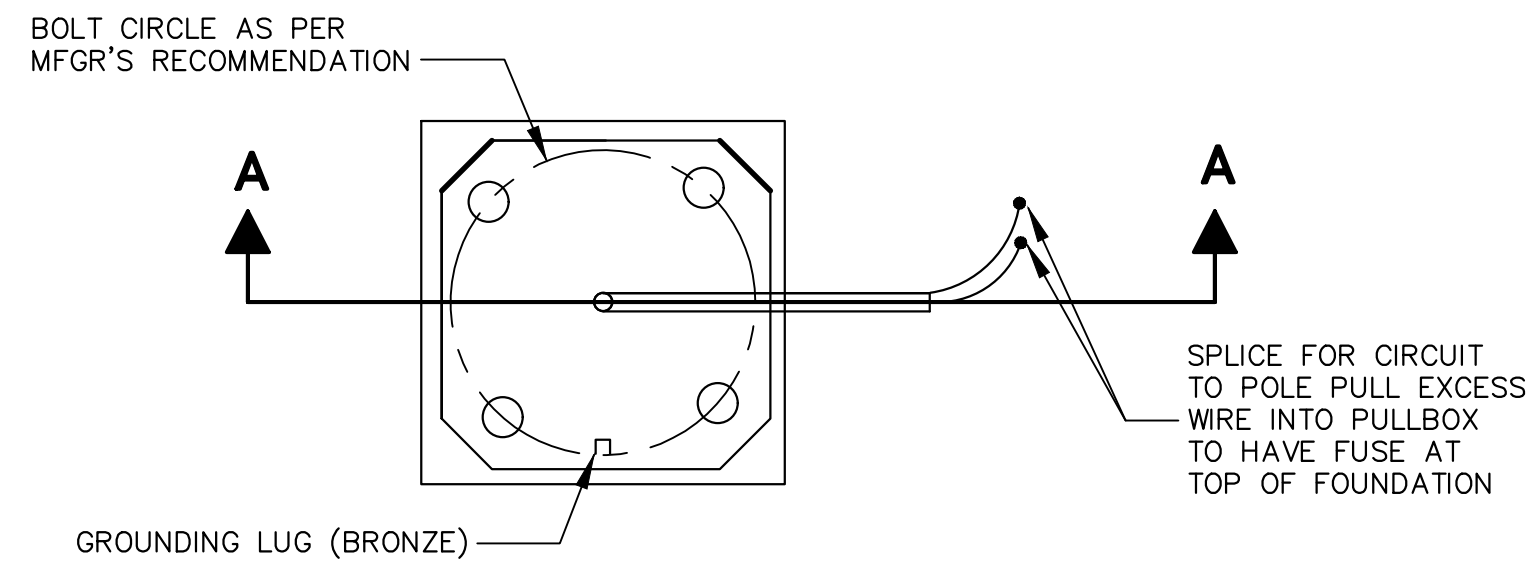
NEEL-SCHAFER

Solutions you can build upon

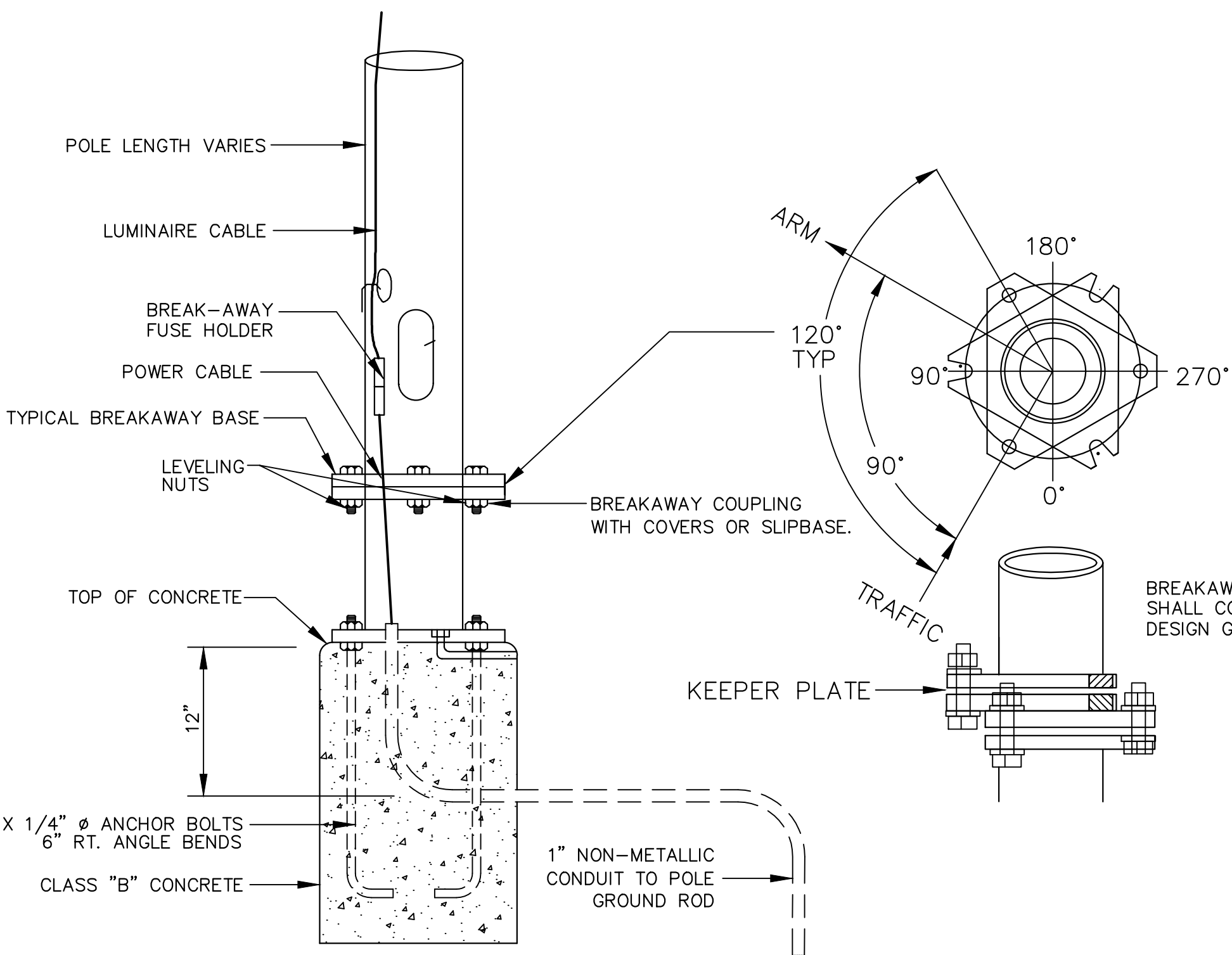
LIGHTING DETAILS I

WORKING NUMBER:
LD-1

DRAWING NUMBER:
4011



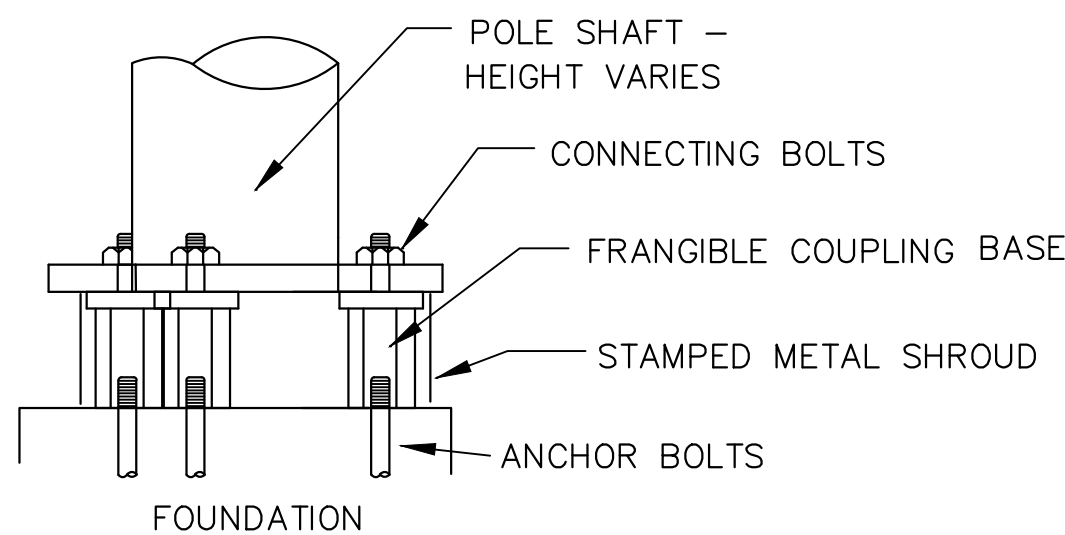
1 PLAN VIEW
LD-2 N.T.S.



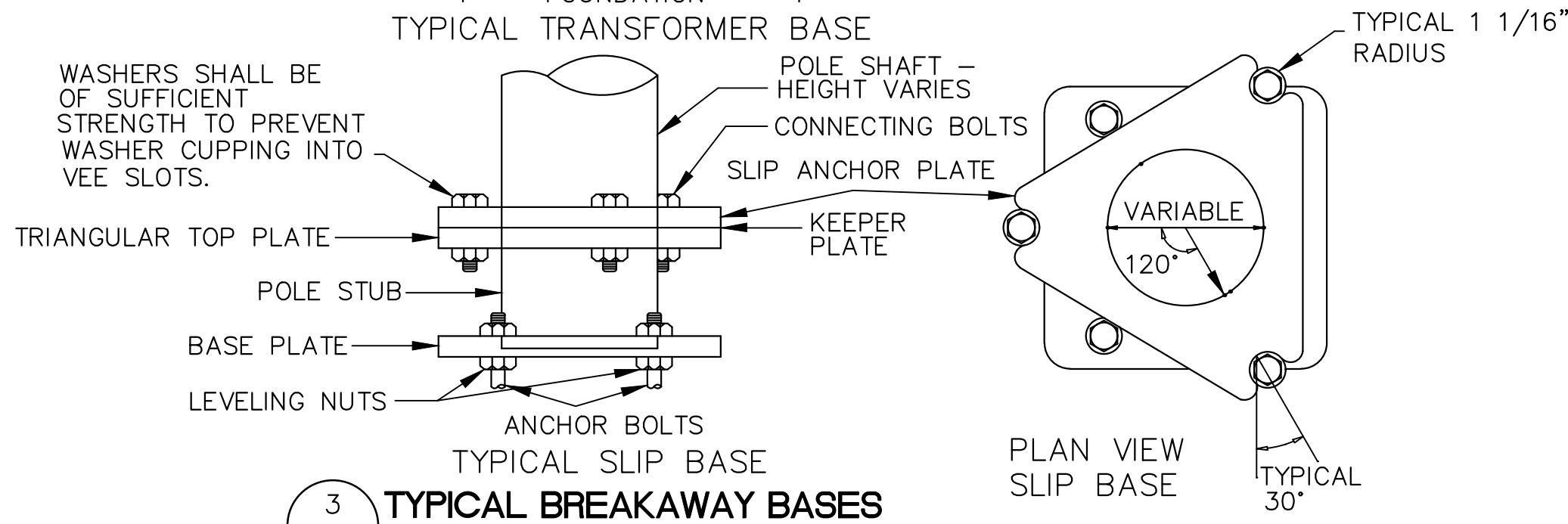
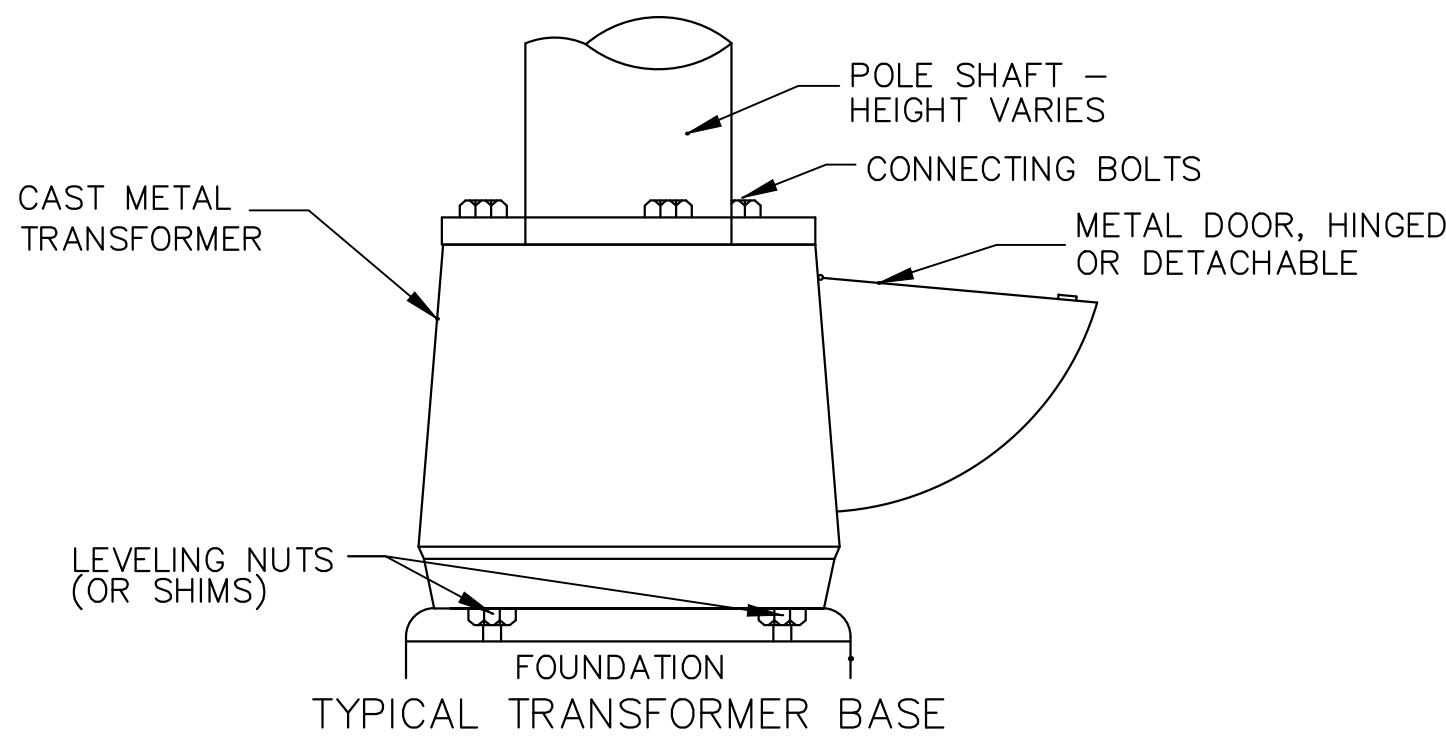
2 FOUNDATION DETAIL
LD-2 LIGHTING ASSEMBLY
N.T.S.

NOTES:

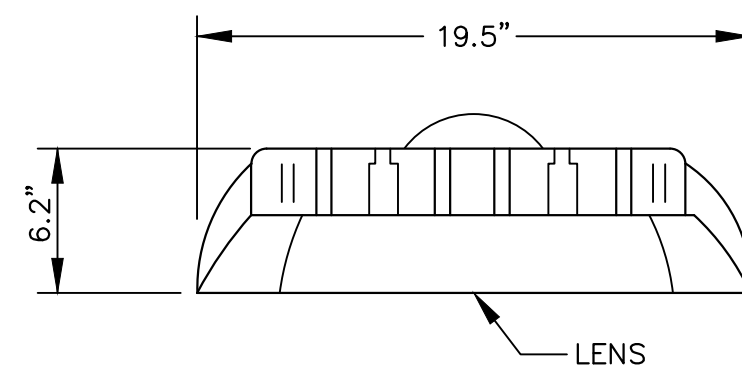
- KEEPER PLATE IS FABRICATED FROM #28 GAUGE GALVANIZED SHEET STEEL. ONE (1) FURNISHED WITH EACH POLE EQUIPPED WITH SLIP BASE.
- SLIP ANCHOR PLATE IS FABRICATED FROM STEEL PLATE CONFORMING TO ASTM A-36 WITH MINIMUM YIELD STRENGTH OF 36 KSI. ONE (1) SLIP ANCHOR PLATE IS FURNISHED WITH EACH SLIP BASE EQUIPPED POLE.
- BREAKAWAY DEVICES MUST MEET THE REQUIREMENTS OF THE 2001 AASHTO STANDARD SPECIFICATIONS OF STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.
- CONTRACTOR SHALL LIMIT THE AMOUNT OF WIRE USED IN THE BASE OF THE BREAKAWAY DEVICE SO THAT THE CIRCUIT WILL ELECTRICALLY DISCONNECT AS CLOSE AS POSSIBLE TO THE TOP OF THE FOUNDATION. WHEN STRUCK BY AN ERRANT VEHICLE.
- CONDUIT PROJECTING INTO THE POLE SHALL BE CUT OFF LOW ENOUGH TO ENSURE IT DOES NOT EFFECT THE OPERATION OF THE BREAKAWAY DEVICE. IN NO INSTANCE SHALL THE CONDUIT PROJECT ABOVE THE MAXIMUM 4" STUB HEIGHT.



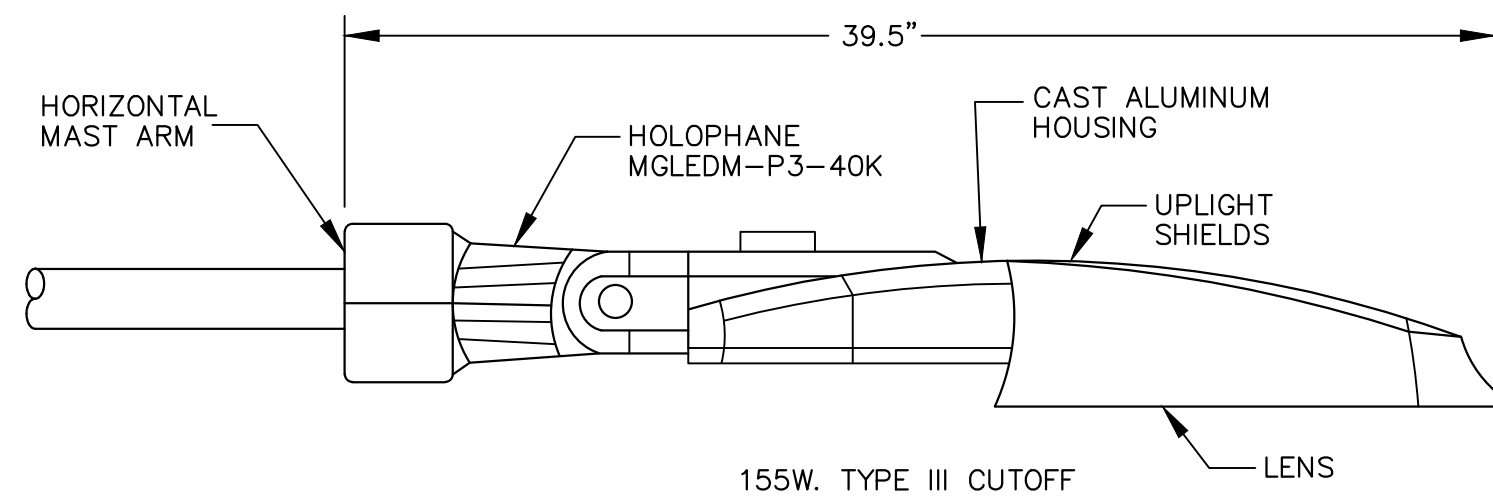
TYPICAL FRANGIBLE COUPLING



3 TYPICAL BREAKAWAY BASES
LD-2 N.T.S.

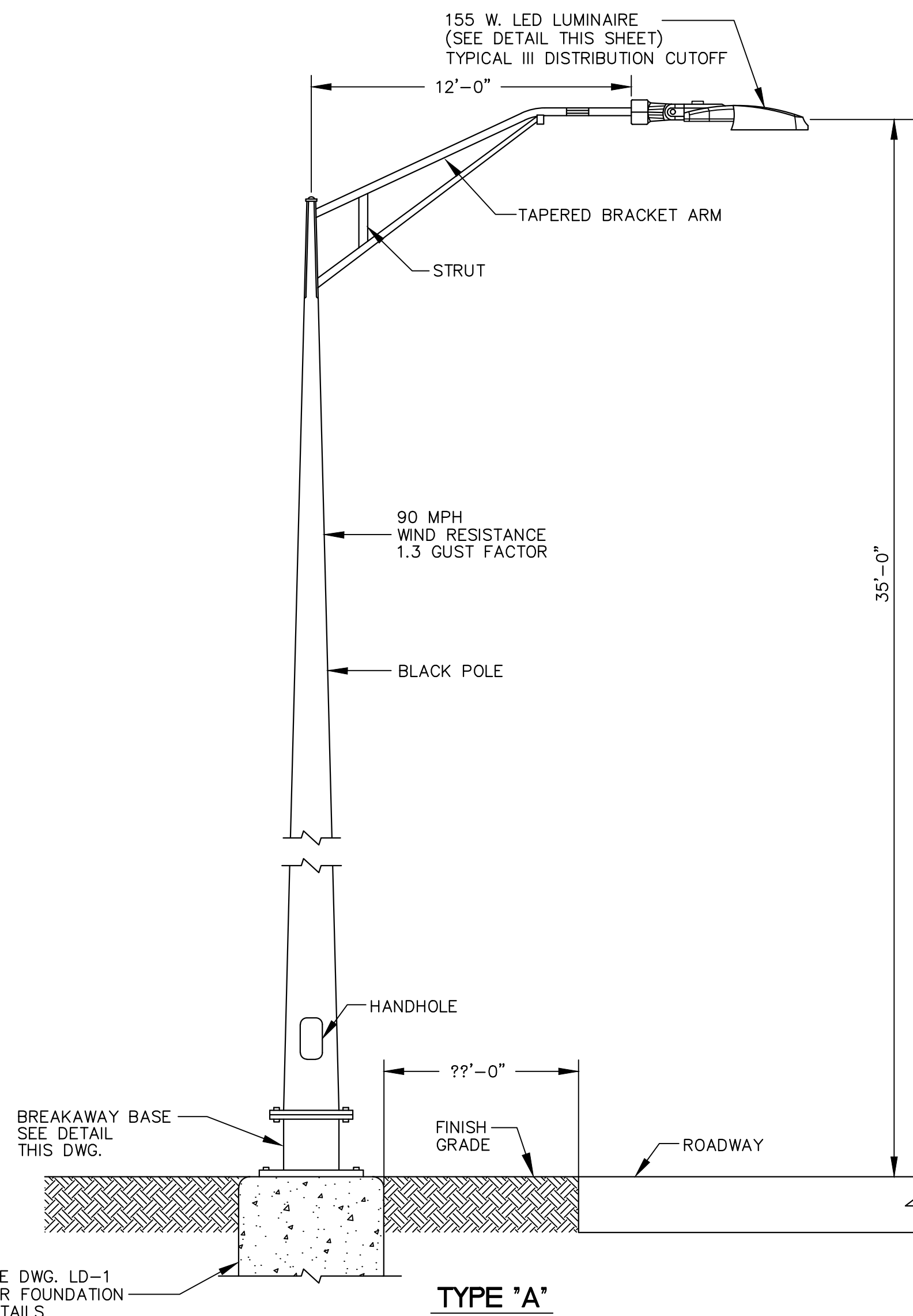


FRONT VIEW



SIDEVIEW

4 LUMINAIRE-LOWMAST LIGHTING ASSEMBLIES DETAIL
LD-2 N.T.S.



5 TYPICAL LOWMAST LIGHTING ASSEMBLY DETAIL
LD-2 N.T.S.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16888.000	
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				SCALE: N.T.S.	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: VR/KC	DATE: 06/2022
				DRWN: JEM	DATE: 06/2022
				CHKD: GPC	DATE: 06/2022
				QA/QC:	DATE:

HIGHWAY 49 LIGHTING PROJECT

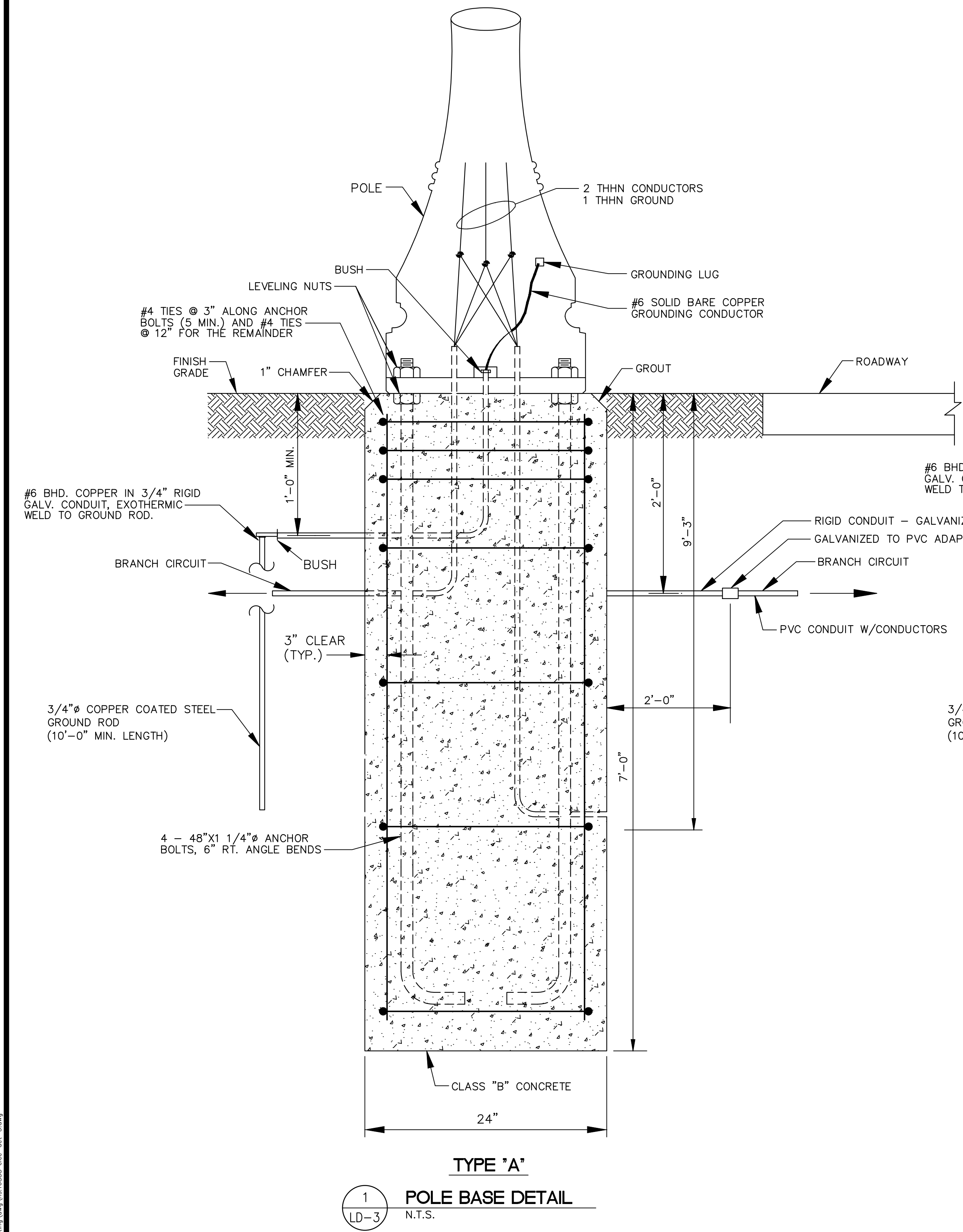
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



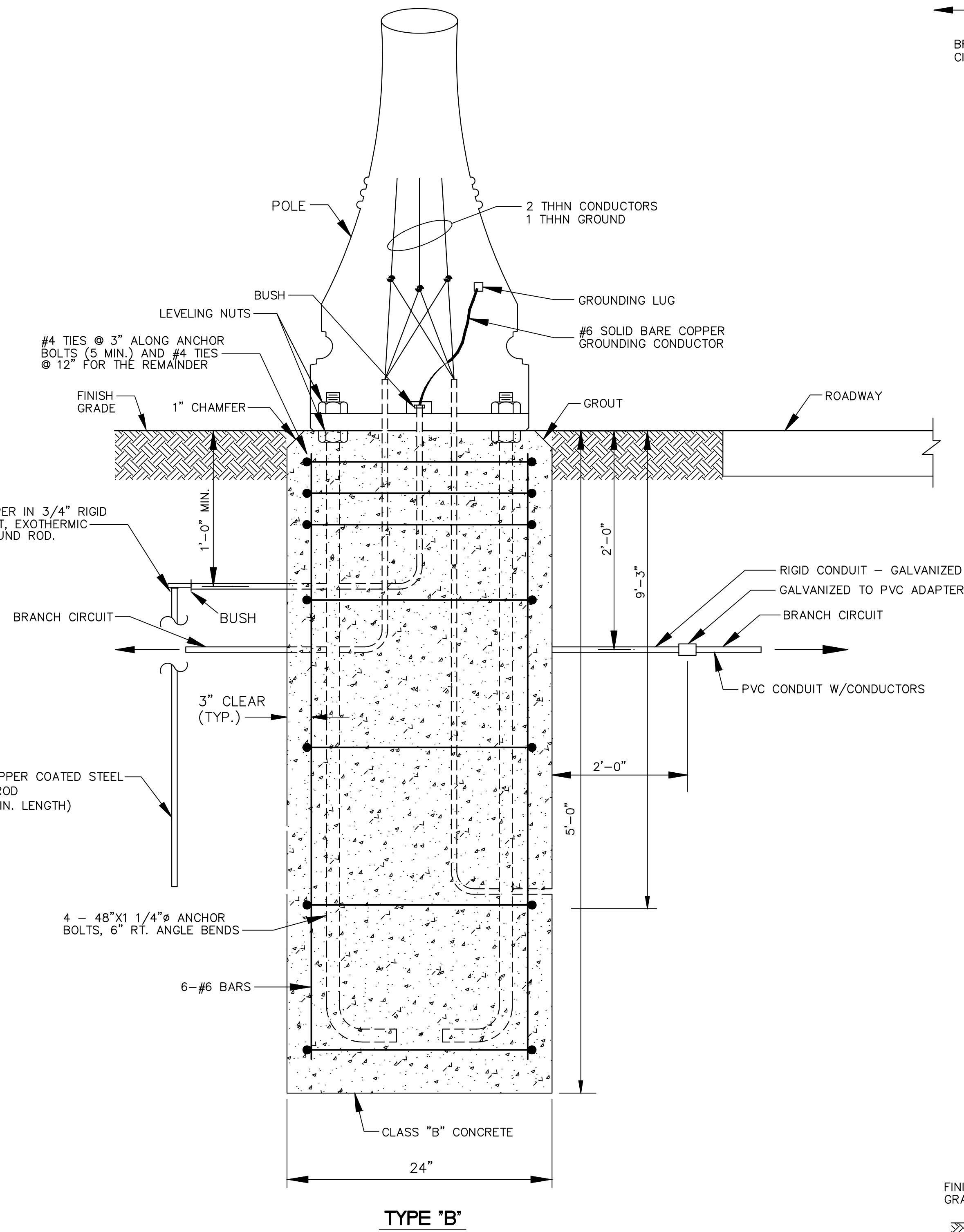
LIGHTING DETAILS II

WORKING NUMBER:	DRAWING NUMBER:
LD-2	4012

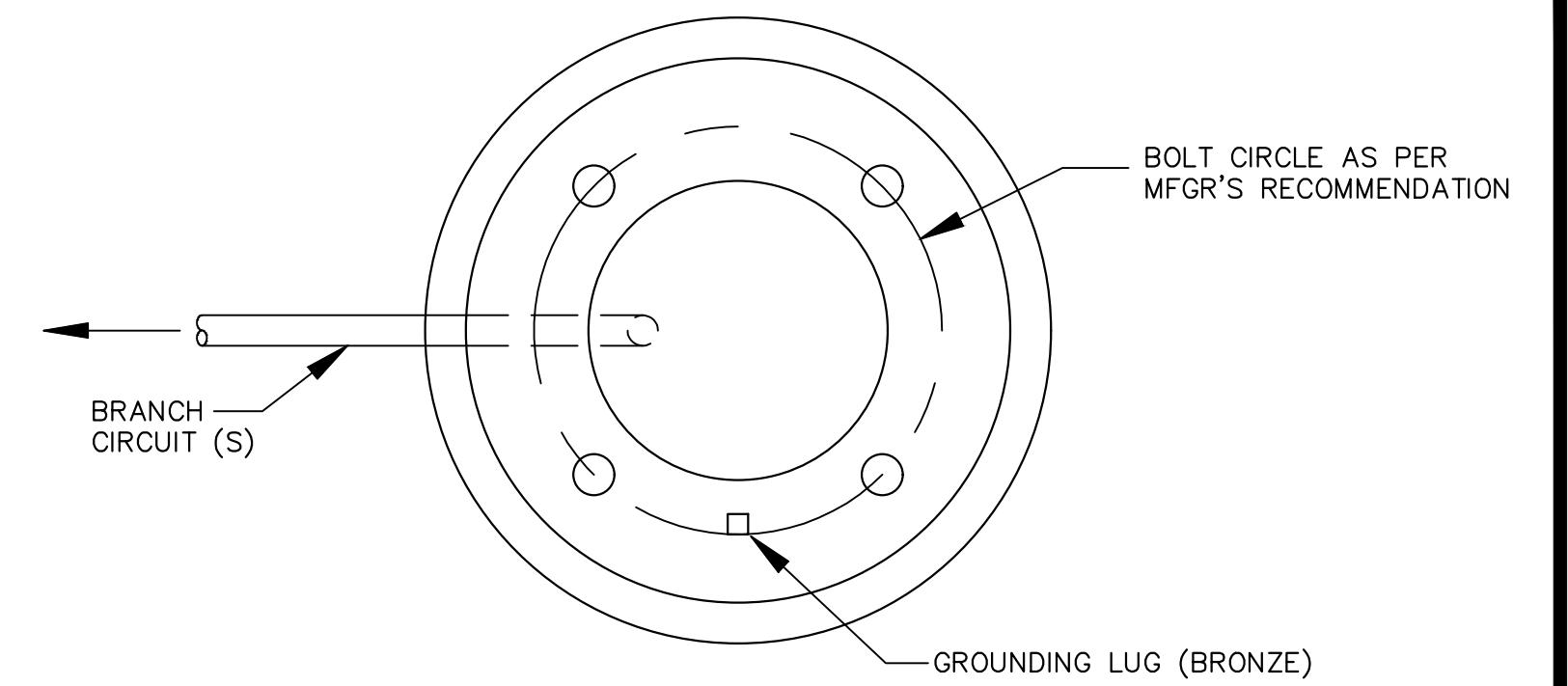
6/10/2022 11:17 AM I:\projects\codefiles\16888\00 highway 49 lighting\dwg\16888 elec-det-3.dwg



1
LD-3
POLE BASE DETAIL
N.T.S.

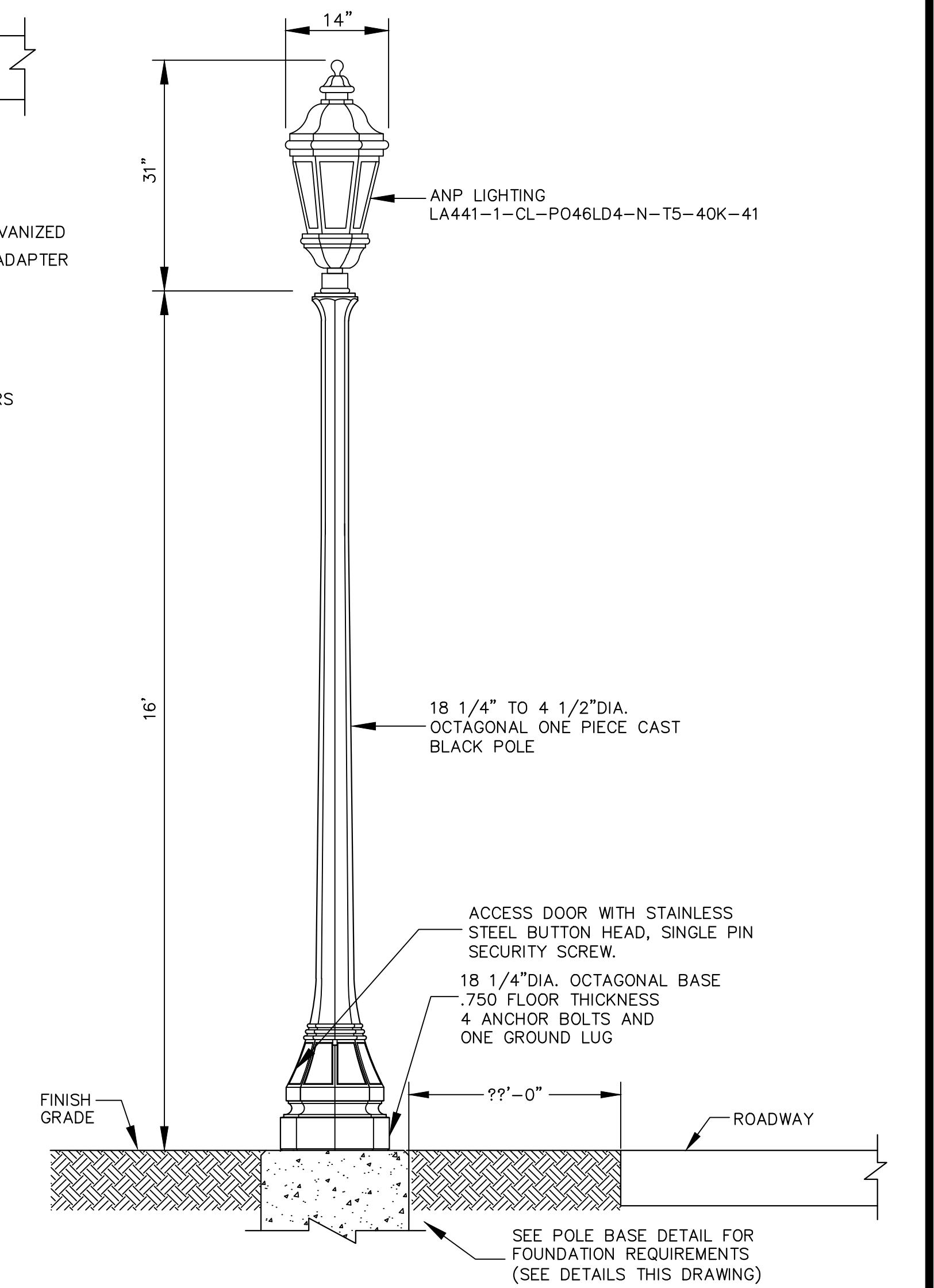


2
LD-3
POLE BASE DETAIL
N.T.S.



3
LD-3
PLAN VIEW
N.T.S.

SCHEDULE - FOUNDATION		
POLE DESIGNATION	TYPE	A
B		



4
LD-3
TYPICAL LOWMAST LIGHTING ASSEMBLY DETAIL
N.T.S.

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HIGHWAY 49 LIGHTING PROJECT CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		LIGHTING DETAILS III	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16888.000			WORKING NUMBER:	DRAWING NUMBER:
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					SCALE: N.T.S.				
					SURVEYED BY: NEEL-SCHAFFER, INC.				
					DSGN: VR/KC DATE: 06/2022				
					DRWN: JEM DATE: 06/2022				
					CHKD: GPC DATE: 06/2022				
					QA/QC: DATE:				

RECAPITULATION OF QUANTITIES																											
LIGHTING ASSEMBLY	STATION	LOW MAST TYPE			BREAKAWAY DEVICE REQUIRED	LAMP WATTS	IES TYPE	POLE LENGTH (FT)	S.P.C. NUMBER	CIRCUIT NUMBER	NUMBER OF LUMINAIRES	FOUNDATION CONC. C. Y.			UNGD. BRANCH CKT. AWG #8, FT.				UNGD. BRANCH CKT. AWG #8, FT.				(JACKED OR BORED)		PULL BOXES		JUNCTION BOX WITH CONC. PAD
		A	B	C								24" DIA			3				3						UNDGRD.	STRUCT.	
LA-1	20+40	1			X	155	III	35	1	1	1	.814			50				70								
LA-2	20+60	1			X	155	III	35	1	2	1	.814			20				100								
LA-3	21+60	1			X	155	III	35	1	1	1	.814			250												
LA-4	21+76	1			X	155	III	35	1		1	.814			110												
LA-5	22+82	1			X	155	III	35	1	2	1	.814			95				155								
LA-6	24+10	1			X	155	III	35	1	1	1	.814			245												
LA-7	25+33	1			X	155	III	35	1	2	1	.814			245												
LA-8	26+50	1			X	155	III	35	1	1	1	.814			245												
LA-9	27+77	1			X	155	III	35	1	2	1	.814			250												
LA-10	28+94	1			X	155	III	35	1	1	1	.814			245												
LA-11	30+25	1			X	155	III	35	1	2	1	.814			188				62								
LA-12	31+34	1			X	155	III	35	1	1	1	.814			250												
LA-13	32+72	1			X	155	III	35	1	2	1	.814			200				50								
LA-14	32+82	1			X	155	III	35	1	1	1	.814			260												
LA-15	35+20	1			X	155	III	35	1	2	1	.814			85				60								
LA-16	36+37	1			X	155	III	35	1	1	1	.814			60				88								
LA-17	37+72	1			X	155	III	35	1	4	1	.814			80												
LA-18	38+90	1			X	155	III	35	1	3	1	.814			220				88								
LA-19	40+26	1			X	155	III	35	1	4	1	.814			255												
LA-20	41+62	1			X	155	III	35	1	3	1	.814			205				70								
LA-21	42+92	1			X	155	III	35	1	4	1	.814			225				40								
LA-22	44+09	1			X	155	III	35	1	3	1	.814			210				50								
LA-23	45+30	1			X	155	III	35	1	4	1	.814			200				40								
LA-24	46+51	1			X	155	III	35	1	3	1	.814			200				80								
LA-25	47+77	1			X	155	III	35	1	4	1	.814			240												
LA-26	48+92	1			X	155	III	35	1	3	1	.814			210				40								
LA-27	50+05	1			X	155	III	35	1	4	1	.814			90				140								
LA-28	51+16	1			X	155	III	35	1	3	1	.814			225												
LA-29	52+41	1			X	155	III	35	1	4	1	.814			240												
LA-30	53+66	1			X	155	III	35	1	3	1	.814			250												
LA-31	54+92	1			X	155	III	35	1	4	1	.814			250												
LA-32	56+16	1			X	155	III	35	1	3	1	.814			250												
LA-33	57+42	1			X	155	III	35	1	4	1	.814			250												
LA-34	60+22	1			X	155	III	35	2	1	1	.814			250												
LA-35	61+48	1			X	155	III	35	2	2	1	.814			180				60								
LA-36	62+64	1			X	155	III	35	2	1	1	.814			250												
LA-37	63+95	1			X	155	III	35	2	2	1	.814			210				40								
LA-38	65+13	1			X	155	III	35	2	1	1	.814			240												
LA-39	66+49	1			X	155	III	35	2	2	1	.814			255												
LA-40	67+52	1			X	155	III	35	2	1	1	.814			180				70								
LA-41	68+86	1			X	155	III	35	2	2	1	.814			230												
LA-42	69+93	1			X	155	III	35	2	1	1	.814			230												
LA-43	71+07	1			X	155	III	35	2	2	1	.814			230												
LA-44	72+15	1			X	155	III	35	2	1	1	.814			230												
LA-45	73+31	1			X	155	III	35	2	2	1	.814			240												
LA-46	74+37	1			X	155	III	35	2	1	1	.814			250												
LA-47	75+63	1			X	155	III	35	2	2	1	.814			255												
LA-48	76+87	1			X	155	III	35	2	1	1	.814			250												
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LA-50	79+35	1			X	155	III	35	2	1	1	.814			170												
LA-51	80+58	1			X	155	III	35	2	2	1	.814			40				90								
LA-52	81+83	1			X	155	III	35	2	3	1	.814			110												
LA-53	83+09	1			X	155	III	35	2	4	1	.814			220				90								
LA-54	84+32	1			X	155	III	35	2	3	1	.814			260												
LA-55	85+61	1			X	155	III	35	2	4	1	.814			250												
LA-56	86+81	1			X	155	III	35	2	3	1	.814			250												
LA-57	88+08	1			X	155	III	35	2	4	1	.814			250												
LA-58	89+07	1			X	155	III	35	2	3	1	.814			20				50								
LA-59	89+19	1			X	155	III	35	2	4	1	.814			120												
LA-60	89+55	1			X	155	III	35	2	4	1	.814			130												
LA-61	89+53	1			X	155	III	35	2	3	1	.814			140												
LA-62	89+58	1			X	155	III	35	2	3	1	.814			215				60								

6/10/2022 11:18 AM I:\projects\cadd\neel\16888\00_highway 49_lighting\dwg\16888 Elec-Recap-Qty-1.dwg

NOTICE TO DRAWING HOLDER
NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16888.000	
				FILENAME: NS.16888 Elec-Recap-Qty-1.dwg	
				SCALE: N.T.S.	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: VR/KC	DATE: 06/2022
				DRWN: JEM	DATE: 06/2022
				CHKD: GPC	DATE: 06/2022
				QA/QC:	DATE:

HIGHWAY 49 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



RECAPITULATION OF QUANTITIES (DWG 1 OF 2)	
WORKING NUMBER: LQ-1	DRAWING NUMBER: 5

[illegible]

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION		
				N-S PROJECT NO.: 16888.000	
				FILENAME: NS.16888 Elec-Recap-Qty-2.dwg	
				SCALE: N.T.S.	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: VR/KC	DATE: 05/2022
				DRWN: JEM	DATE: 05/2022
				CHKD: GPC	DATE: 05/2022
				QA/QC:	DATE:

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



WORKING NUMBER: LQ-2	DRAWING NUMBER: E15
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***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

HIGHWAY 49 LIGHTING PROJECT

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



JUNE 2022

PREPARED BY



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

**HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **July 28**, 2022 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of lighting along Highway 49 from Country Club Road to Edwards Street. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

June 29, 2022

July 6, 2022

INSTRUCTIONS TO BIDDERS
HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI
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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted on the forms furnished by the Owner and the envelope (if not submitted electronically) containing the Proposals must be addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope (if not submitted electronically) containing the Proposal shall bear the inscription:

**SEALED BID FOR: HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within during the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

If a contract award is made, the successful Bidder will be furnished (free of charge) two additional sets of the Plans and Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as

will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable

schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient

information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item. Staking of proposed light and secondary power controller locations shall be considered an absorbed item.

28. CONTRACT TIME

The number of calendar days to complete the work will be **180** calendar days for the Base Bid Work. An additional **30** calendar days will be added for each Additive Alternate work is awarded.

The calendar date for completion of the work to be performed by the Contractor for this project shall be a specified completion date. The specified completion date for this project will be calculated by adding the above number of calendar days to the date of the notice to proceed.

29. MDOT PERMIT

Bidders are advised that the successful bidder will be required to fill out the remainder of the MDOT Permit Application. A copy of the permit application is included in Appendix A.

Temporary Lane Closures shall be permitted between the hours of 8:30 am and 4:00 pm Monday Thru Friday. Temporary Lane Closures shall be limited to 3 hours maximum. Any Lane Closures that need to exceed 3 hours shall be done at night from 8:00 pm to 6:00 am Monday thru Friday.

BIDDER'S PROPOSAL
HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL
HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Highway 49 Lighting Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to

00300-2

Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities - Base Bid					
Pay Item	Pay Item Description	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Price Extension</u>
618-A	MAINTENANCE OF TRAFFIC	LS	1	XXXX	
618-B	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00
620-A	MOBILIZATION	LS	1	XXXX	
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 8, 3 CONDUCTOR	LF			
682-B	UNDERGROUND BRANCH CIRCUIT, JACK OR BORED, AWG 8, 3 CONDUCTOR	LF			
684-A	POLE FOUNDATION, 24" DIAMETER	CY			
683-B	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 16-1-0-46	EA			
683-B	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 35-1-0-155	EA			
682-F	SECONDARY POWER CONTROLLER	EA	3		
682-D	UNDERGROUND PULL BOX	EA	6		
Total Base Bid \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 1					
Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension
618-A	MAINTENANCE OF TRAFFIC	LS	1	XXXX	
618-B	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00
620-A	MOBILIZATION	LS	1	XXXX	
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 8, 3 CONDUCTOR	LF			
682-B	UNDERGROUND BRANCH CIRCUIT, JACK OR BORED, AWG 8, 3 CONDUCTOR	LF			
684-A	POLE FOUNDATION, 24" DIAMETER	CY			
683-B	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 16-1-0-46	EA			
683-B	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 35-1-0-155	EA			
Total Additive Alternate No. 1 \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 2					
Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension
618-A	MAINTENANCE OF TRAFFIC	LS	1	XXXX	
618-B	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00
620-A	MOBILIZATION	LS	1	XXXX	

682-A	UNDERGROUND BRANCH CIRCUIT, AWG 8, 3 CONDUCTOR	LF			
682-B	UNDERGROUND BRANCH CIRCUIT, JACK OR BORED, AWG 8, 3 CONDUCTOR	LF			
684-A	POLE FOUNDATION, 24" DIAMETER	CY			
683-B	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 16-1-0-46	EA			
683-B	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 35-1-0-155	EA			
Total Additive Alternate No. 2 \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 3					
Pay Item	Pay Item Description	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Price Extension</u>
618-A	MAINTENANCE OF TRAFFIC	LS	1	XXXX	
618-B	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00
620-A	MOBILIZATION	LS	1	XXXX	
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 8, 3 CONDUCTOR	LF			
682-B	UNDERGROUND BRANCH CIRCUIT, JACK OR BORED, AWG 8, 3 CONDUCTOR	LF			
684-A	POLE FOUNDATION, 24" DIAMETER	CY			
683-B	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 16-1-0-46	EA			
683-B	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 35-1-0-155	EA			
Total Additive Alternate No. 3 \$					

00300-6

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names,
titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS
HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CONTRACT FORMS

**HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Highway 49 Lighting Project" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable

attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most
current list (Circular 570 as amended) and be authorized to transact business in the State
where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Highway 49 Lighting Project
City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ OWNER _____ DATE _____	

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

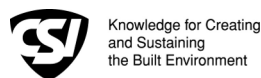
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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02.A, Application for Payments, is deleted in its' entirety and the following substituted therefore:

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- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Final Completion of the work.

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$750** for each consecutive calendar day after the time stipulated for Final Completion of the work. The actual costs includes, but is not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:

1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.

O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.

P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

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- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
 - B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045

CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

-
2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

-
2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

Appendix A

MDOT Permit

ADVERTISEMENT FOR BIDS

**HIGHWAY 49 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **July 28**, 2022 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of lighting along Highway 49 from Country Club Road to Edwards Street. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

June 29, 2022

July 6, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 21, 2022

Re: Approve Plans and Specifications for the Water Plant #1 Rehabilitation Project Phase II and authorize advertisement for bids.
File Number: 2022-424
Minute Book #

Summary

Approve Plans and Specifications for the Water Plant #1 Rehabilitation Project Phase II and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 21, 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 A.M.** on **July 28th , 2022** in City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location will open and read aloud bids received for furnishing the City's requirements for the following:

WATER PLANT #1 REHABILITATION PHASE 2

Official bid documents can be purchased from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: WATER PLANT #1 REHABILITATION PHASE 2

The PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS may be examined at the following locations:

1. City Clerk's Office, City Hall, 200 Forrest Street, Hattiesburg, MS 39401
2. MSDH/DWSRF 570 E Woodrow Wilson Jackson MS (Call Anna Yamat 601-576-7518.
3. Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, MS 39401

The BID SCHEDULE may be examined at the following locations:

- A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street, Suite B 01, Jackson, MS
Contact: Carlyn McGee, 601-359-3448
- B. South MS Contract Procurement Center (SMCPC)
1636 Popps Ferry Road, Suite 203, Biloxi, MS 39532
Contact: Brianna Ladner, 228-396-1288

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 214 (H.R. 3547); therefore, this project must comply with the American Iron and Steel requirements of the Act.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole or in part by anticipated funds from the Drinking Water System Improvements Revolving Loan Fund (DWSIRLF) Loan Program from the State of Mississippi. Neither the State of Mississippi, the Local Governments and Rural Water System Improvements Board, nor any of their employees is or will be a party to this invitation for bids or any resulting or related contracts. This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated, as they apply to local governments, in accordance with Appendix D of the DWSIRLF Program Regulations.

PUBLISHED by Order of the Council on the 21st day of June A.D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on June 30, 2022 and July 7, 2022.

City of Hattiesburg

Return PROOF to City Clerk's office

PO Box 1898

Hattiesburg, MS 39403

SPECIFICATIONS AND CONTRACT DOCUMENTS

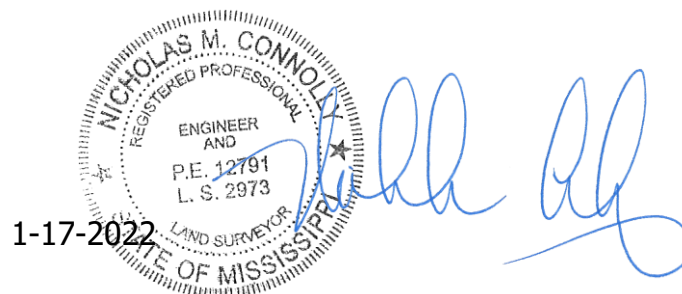
FOR

**WATER PLANT #1
REHABILITATION
PHASE 2**

FOR THE

CITY OF HATTIESBURG

JANUARY 2022



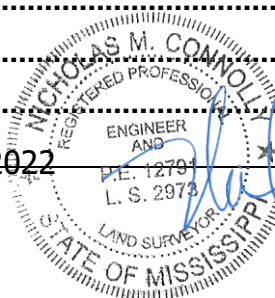
PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

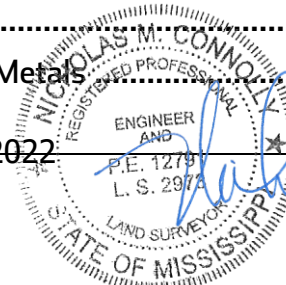
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ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, Mississippi, will receive sealed bids until **10:00 A.M.** on **July 28th , 2022** in City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location will open and read aloud bids received for furnishing the City's requirements for the following:

WATER PLANT #1 REHABILITATION PHASE 2

Official bid documents can be purchased from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: WATER PLANT #1 REHABILITATION PHASE 2

The PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS may be examined at the following locations:

1. City Clerk's Office, City Hall, 200 Forrest Street, Hattiesburg, MS 39401
2. MSDH/DWSRF 570 E Woodrow Wilson Jackson MS (Call Anna Yamat 601-576-7518.
3. Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, MS 39401

The BID SCHEDULE may be examined at the following locations:

- A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street, Suite B 01, Jackson, MS
Contact: Carlyn McGee, 601-359-3448
- B. South MS Contract Procurement Center (SMCPC)
1636 Popp's Ferry Road, Suite 203, Biloxi, MS 39532
Contact: Brianna Ladner, 228-396-1288

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting

opportunities and equipment, material and/or supply needs.

This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 214 (H.R. 3547); therefore, this project must comply with the American Iron and Steel requirements of the Act.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole or in part by anticipated funds from the Drinking Water System Improvements Revolving Loan Fund (DWSIRLF) Loan Program from the State of Mississippi. Neither the State of Mississippi, the Local Governments and Rural Water System Improvements Board, nor any of their employees is or will be a party to this invitation for bids or any resulting or related contracts. This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated, as they apply to local governments, in accordance with Appendix D of the DWSIRLF Program Regulations.

PUBLISHED by Order of the Council on the 21st day of June A.D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on June 30th, 2022 and July 7th, 2022 .

City of Hattiesburg

Return PROOF to City Clerk's office

PO Box 1898

Hattiesburg, MS 39403

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 A.M. on July 28th , 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 **WATER PLANT #1 REHABILITATION, PHASE 2** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the

OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, MS 39401.

American Iron and Steel Requirements: This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 2014 (H.R. 3547). Section 436 states: (a)(1) None of the funds made available by a State drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. (2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that –

- (1) Applying subsection (a) would be inconsistent with the public interest;
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
- (3) Inclusion of iron and steel products in the United States will increase the cost of the overall project by more than 25 percent.

Minority Business and Women's Business Utilization Requirements: Positive efforts as required in the Drinking Water Systems Improvements Revolving Loan Fund Program Regulations shall be made by BIDDERS to utilize minority owned and women-owned

businesses as sources of construction, materials, supplies and services. Such efforts must allow these sources the maximum feasible opportunity to compete for subagreements and contracts. Documentation of efforts made to utilize minority and women-owned firms must be maintained by all BIDDERS.

The OWNER's goal for minority-owned business participation as a percentage of construction cost is 3.1%. The OWNER's goal for women-owned business participation is 1.1%.

The lowest qualified BIDDER must submit to the OWNER within 10 days after BID opening, proof of compliance with the Contract Provisions including required documentation regarding the use of minority and women's businesses. (Refer to "Section 4, Utilization of Disadvantaged Business Enterprises" of the "Supplemental General Conditions for Construction of the Drinking Water Systems Improvements Revolving Loan Fund Projects").

**U. S. CITIZENSHIP CERTIFICATION FOR DISADVANTAGED BUSINESS
ENTERPRISES**

I certify that _____ is
_____ MBE/WBE Company Name

a _____ owned business enterprise as defined in
Enter "Minority" or "Women"

Federal Regulations 40 CFR, Part 31. I further certify that I **am** a citizen of the United States of America (resident aliens are not eligible for minority or women owned business status under programs funded in part by DWSIRLF loans).

Signature of DBE Business Owner

Date

This form is required for a DBE firm that has not previously participated in a Drinking Water Systems Improvements Revolving Loan Fund funded project.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 150 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By: _____

Address

City, State, Zip-Code

Note: All materials and components shall be a product of the U.S.A.

PROPOSAL
WATER PLANT #1 REHABILITATION
PHASE 2

ITEM No.	DESCRIPTION	QUAN-TITY	UNIT	UNIT PRICE	EXTENSION
1	Mobilization	1	LS		
2	Removal of Existing Aerators and Appurtenances	2	EA		
3	Removal of Existing Piping and Appurtenances	1	LS		
4	Removal and Re-installation of Venturi Meters and Appurtenances	2	EA		
5	Installation of Tray Aerators and Appurtenances	4	EA		
6	Installation of Piping and Appurtenances	1	LS		
7	Installation of 14" Butterfly Valves and Appurtenances	4	EA		
8	Repair of Spalled Concrete	1	LS		
9	Painting of Building, Interior and Exterior	1	LS		
TOTAL BID					

All other items required by the plans or specifications not included in the bid table are to be absorbed.

ADDENDUM RECEIPT:

Receipt of the following addenda to the Drawings and Specifications is acknowledged.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, _____
_____, Principal, and _____ as Surety, are
hereby held and firmly bound unto City of Hattiesburg as Owner in the penal sum of 5%
(Five Percent) for payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and hereby
made a part hereof to enter into a contract in writing, for the following project:

WATER PLANT #1 REHABILITATION PHASE 2

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID)
and shall furnish a BOND for his faithful performance of said contract, and for the payment
of all persons performing labor or furnishing materials in connection therewith, and shall
in all other respects perform the agreement created by the acceptance of said BID, then
this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time
within which the OWNER may accept such BID; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL (L.S.)

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current line (Circular 570 as amended) and be authorized to transact business in the state where the project is located

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between _____ hereinafter called the CONTRACTOR, and the **City of Hattiesburg, Mississippi** hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows:

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

WATER PLANT #1 REHABILITATION PHASE 2

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **LIQUIDATED DAMAGES**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$750** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less five percent (5%) RETAINAGE until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within sixty (60) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7: INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

SEAL

City of Hattiesburg, Mississippi

BY _____

Title _____

ATTEST _____

CONTRACTOR:

SEAL

BY _____

Title _____

ATTEST _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and of (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto City of Hattiesburg, (hereinafter called the Obligee), a _____ Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached here-to and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **WATER PLANT #1 REHABILITATION, PHASE 2** as shown on the Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, his or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

TITLE

WITNESSES:

TITLE

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

Name of person executing for Surety

TITLE

NOTICE OF AWARD

TO: _____

Project Description: **WATER PLANT #1 REHABILITATION PHASE 2**
 City of Hattiesburg, MS

The owner has considered the bid submitted by you for the above-described work in response to his/its "Advertisement for Bids" dated _____, and "Instructions to Bidders." You are hereby notified that your bid has been accepted for items in the amount of _____.

You are required by the "Instructions to Bidders" to execute the "Contract Agreement" and furnish the required contractor's "Payment and Performance Bond" and certificates of insurance within ten (10) calendar days from the date of this Notice to you. *(See "Contract Documents.")*

If you fail to execute said "Contract Agreement" and to furnish said bonds and certificates within ten (10) days from the date of this Notice, said owner will be entitled to consider all your rights arising out of the owner's acceptance of your bid as abandoned. The owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this "Notice of Award" to the owner.

Dated this _____ day of _____, 20__.

City of Hattiesburg
OWNER

by: _____
Mayor

ACCEPTANCE of NOTICE

Receipt of the above "Notice of Award" is acknowledged
by:

Contractor Authorized Signee

This the _____ day of _____, 20__.

Print Name

Title

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: Water Plant #1 Rehabilitation Phase 2

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ This the _____ day of _____, 20__.

Title:

Name: _____

GENERAL CONDITIONS

Wherever used in these “General Conditions” or in the other contract documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

ARTICLE 1 DEFINITIONS

Acceptance: Acceptance by the owner of the work as being fully complete in accordance with the contract documents.

Agreement: The written agreement between the owner and the contractor covering the work to be performed; the contract documents, which are attached to and made a part of the agreement, also designated as the contract.

Addenda: Written or graphic instruments issued prior to the execution of the agreement, which modify and/or interpret any or all part thereof of the contract documents, drawings and specifications by addition, deletions, clarifications, and/or corrections.

Application for Payment: The form furnished by the engineer, which is to be used by the contractor in requesting progress payments. The “Application for Payment” form is submitted along with an affidavit by the contractor that progress payments theretofore received from the owner on account for completed work have been applied by the contractor to discharge in full all of the contractor’s obligations stated in prior “Application(s) for Payment.”

Approval: Accepts as satisfactory.

Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a bid for the work.

Bonds: Bid, performance, and payment bonds and other instruments of security furnished by the contractor and contractor’s surety in accordance with the contract documents and in accordance with the law of the place/location of the project.

Change Order: A written order to the contractor signed by the owner authorizing an addition to, deletion of, or revision in the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.

Contract Documents: “Advertisement for Bids; Instructions for Bidders; Contractor’s Bid; Bid Bond; Contract Agreement; General Conditions; Supplemental General Conditions; Technical Specifications; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order, and Drawings.”

Contract Price: The total moneys payable to the contractor under the contract documents.

Contract Time: The number of calendar days stated in the agreement for the completion of the work.

Contracting officer: The individual who is authorized to sign the contract documents on behalf of the owner’s governing body. The contracting officer is also known as the “Owner’s Recipient.”

Contractor: The person, firm, or corporation with whom/which the owner has executed the agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The drawings that show the character and scope of the work to be performed that have been prepared or approved by the engineer and are referred to in the contract documents.

Engineer: The person, firm, or corporation named as such in the contract documents.

Field Order: A written order issued by the engineer which clarifies or interprets the contract documents in accordance with herein **Article 9**, paragraph 9.3 or orders minor changes in the work in accordance with herein **Article 10**, paragraph 10.2.

He, His, and Him: These are general pronouns that shall represent both male and female genders.

Modification: (a) A written amendment of the contract documents signed by both parties, (b) a change order, (c) a written clarification or interpretation issued by the engineer in accordance with herein **Article 9**, paragraph 9.3, or (d) a written order for a minor change or alteration in the work issued by the engineer pursuant to herein **Article 10**, paragraph 10.2. A modification may only be issued after execution of the agreement.

Notice of Award: The written notice by owner to the apparent successful bidder stating that upon compliance with the conditions precedent to be fulfilled by the bidder within the time specified, owner will execute and deliver the agreement to him.

Notice to Proceed: A written notice given by owner to contractor (with a copy to engineer) fixing the date on which the contract time will commence to run and on which the contractor shall start to perform said contractor's obligations under the contract documents.

Owner: A public body or authority, corporation, association, partnership, or individual for which/whom the work is to be performed.

Project: The entire construction to be performed as provided in the contract documents.

Resident Project Representative: An authorized representative of the engineer assigned to observe the work performed and materials furnished by the contractor or such other person as may be appointed by the owner as his representative. The contractor shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data that are prepared by the contractor, a subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work and as required by the contract documents.

Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.

Specifications: Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work.

Subcontractor: An individual, firm or corporation having a direct contract with contractor or with any other subcontractor for the performance of a part of the work at the site.

Substantial Completion: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work for which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

Supplemental General Conditions: Certain conditions of this contract required by the State of Mississippi, Department of Environmental Quality and by federal laws, executive orders, and regulations on projects funded by the state revolving fund loan program.

Supplier: An individual who and/or firm, corporation, or other organization that supplies materials or equipment for the work - including that which is fabricated to a special design, but does not perform labor at the site.

Special Conditions: Special conditions refer only to the work under this contract when included as a part of the contract documents.

Surety: The corporate body which is bound with the contractor and which engages to be responsible for the contractor and his acceptable performance of the work.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the project assigned to or undertaken by contractor under the contract documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" or "notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with contract requirements. Written "Notice" shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the "Notice." Unless otherwise stated in writing, any "Notice" to or demand upon the owner under this contract shall be delivered to the owner through the engineer.

ARTICLE 2 **PRELIMINARY MATTERS**

2.1 Award

The award of the contract, if it is awarded, will be to the lowest responsive, responsible bidder. No "Notice of Award" will be given until the owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the owner within the time prescribed. The owner reserves the right to reject the bid of any bidder who does not pass such investigation to the owner's satisfaction. In analyzing bids, the owner may take into consideration alternates and unit prices, if requested by the bid forms. If the contract is awarded, the owner will issue the "Notice of Award" and give the successful bidder a contract for execution within sixty (60) days after the opening of bids.

2.2 Execution of Agreement

At least three counterparts of the agreement and such other contract documents will be executed and delivered by the contractor to the owner within ten (10) calendar days of receipt from the owner.

2.3 Forfeiture of Bid Security

Failure of the successful bidder to execute and deliver the agreement and deliver the required bonds as stipulated herein in **Article 2**, paragraph 2.2 shall be just cause for the owner to annul the "Notice of Award" and declare the bid and any security therefore forfeited.

2.4 Contractor's Pre-Start Representations

Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the contract documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the contract price in accordance with the requirements of the contract documents and that he has correlated the results of all such data with the requirements of the contract documents.

2.5 Commencement of Contract Time

The contract time will commence to run no more than fifteen (15) days after issuance of the "Notice to Proceed."

2.6 Starting the Project

Contractor shall start to perform his obligations under the contract documents on the date when the contract time commences to run. No work shall be done at the site prior to the date on which the contract time commences to run, except with the written consent of the owner.

2.7 Before Starting Construction

Before undertaking each part of the work, the contractor shall carefully study and compare the contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. The contractor shall at once report in writing to the engineer any conflict, error or discrepancy which he may discover; however, the contractor shall not be liable to the owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the drawings or specifications.

2.8 Schedule of Completion

Within ten (10) days after delivery of the “Notice to Proceed” by the owner to the contractor, the contractor shall submit to the engineer an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the work and a preliminary schedule of shop drawing submissions. (See herein **Article 6**, paragraphs 6.22 through 6.26.) The engineer shall review and return said progress schedule or require revisions thereto within fourteen (14) days of its submittal. The responsibility for coordinating the work of all contractors shall be as provided in the special conditions if there is more than one contractor involved in a project.

2.9 Preconstruction Conference

Prior to starting the work at the site, a preconstruction conference will be held to review the above-mentioned schedules to establish procedures for handling shop drawings and other submissions, for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the owner or owner’s representative, the engineer, resident project representatives, contractor, and contractor’s superintendent.

2.10 Qualification of Subcontractors, Material-Men, and Suppliers

Within ten (10) working days after bid opening, the contractor will (if required) submit to the owner and the engineer for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the work to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the contract documents.

Within thirty (30) working days after receiving said list, the engineer will notify the contractor in writing if either the owner or the engineer, after due investigation, has reasonable objection to any subcontractor, person, or organization on said list. The failure of the owner or the engineer to make objection to any subcontractor, person, or organization on said list within thirty (30) days of receipt shall constitute an acceptance of such subcontractor, person, or organization. Acceptance of any such subcontractor, person, or organization shall not constitute a waiver of any right of the owner or the engineer to reject defective work, material, or equipment, or any work, material, or equipment not in conformance with the requirements of the contract documents.

ARTICLE 3 **CORRELATION, INTERPRETATION AND** **INTENT OF CONTRACT DOCUMENTS**

3.1 Intent

It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the contract documents. The contract documents

comprise the entire agreement between the owner and the contractor. The contract documents may be altered only by a modification.

3.2 Binding of Contract Documents

The contract documents are complementary; what is called for by one is as binding as if called for by all. If the contractor finds a conflict, error, or discrepancy in the contract documents, contractor shall call it to the engineer's attention in writing at once and before proceeding with the work affected thereby; however, contractor shall not be liable to owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the specifications or drawings. The various contract documents shall be given precedence, in case of conflict, error, or discrepancy, as follows: supplemental general conditions; agreement modifications; addenda; special conditions; information to bidders; general conditions; technical specifications, and drawings. If the requirements of other contract documents are more stringent than of the supplemental general conditions, the more stringent requirements shall apply.

3.3 Similar Words Interpretation

The words "furnish," "provide," "install," "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

Miscellaneous items and accessories that are not specifically mentioned that are essential to produce a complete and properly operating installation or usable structure or plant providing the indicated function shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part and shall be approved by the engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the drawings and specifications.

3.5 Coordination of Work

The work of all trades under this contract shall be coordinated by the contractor in such a manner as to obtain the best workmanship possible for the entire project, and all components of the work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's Literature and Agency/Organization Codes

Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to, national electrical code, applicable state building code, federal specifications, ASTM Specifications, various institute specifications,

and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of bid.

3.7 Brand Names

Brand names, where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent" when used in connection with brand names shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color, and other applicable characteristics to the material or product specified by trade name and that is suitable for the same use and capable of performing the same function in the opinion of the engineer as the material or product so specified. It shall be understood by all bidders that "or equal" products may be used for all brands specified unless specifically noted otherwise. Proposed equivalent items must be approved by the engineer before they are purchased or incorporated in the work. (When a brand name, catalog number, model number, or other identification is used without the phrase "or equal," the contractor shall assume the phrase "or equal.")

ARTICLE 4 **AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS;** **REFERENCE POINTS**

4.1 Availability of Lands

The owner will furnish, as indicated in the contract documents, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the owner unless otherwise specified in the contract documents. Other access to such lands or rights-of-way for the contractor's convenience shall be the responsibility of the contractor. The contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Surveys and Test

The owner will, upon request, furnish to the bidder(s) copies of all available boundary surveys and subsurface tests at no cost.

4.3 Subsurface Conditions

The contractor acknowledges that he has investigated conditions prior to bidding and is satisfied with said conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or

obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the owner on the site or any contiguous site, as well as from information presented by the drawings and specifications made a part of this contract, or any other information made available to said contractor prior to receipt of bids. Any failure by the contractor to acquaint himself with the available information will not relieve said contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the owner.

4.4 Differing Site Conditions

4.4.1 The contractor shall promptly, and before such conditions are disturbed, notify the owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site and/or of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The owner shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

4.4.2 No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in (a) above; provided, however, the time prescribed thereof may be extended by the owner.

4.4.3 No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 **BONDS AND INSURANCE**

5.1 Performance and Payment Bonds

The contractor's attention is directed to the instructions for bidders, the performance bond, and the payment bond as contained in the contract documents.

5.2 Contractor's Liability Insurance

The contractor shall provide the owner with insurance certificates certifying that all required liability insurance is in force, and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.

5.3 Sublet Work

The contractor agrees that if any part of the work under the contract is sublet, he will require the subcontractor(s) to carry insurance as required, and that the contractor will require the subcontractor(s) to furnish to contractor insurance certificates similar to those required by the owner in above listed paragraph 5.2 (a).

5.4 Owner's Liability Insurance

The owner will be responsible for purchasing and maintaining owner's own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the contract documents.

5.5 Fire and Extended Coverage Insurance (Builders' Risk)

The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, fire, extended coverage, and vandalism and malicious mischief insurance on buildings and structures while in the course of construction including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the contract. The amount of insurance must be at all times at least equal to the actual cash value of the insured property. The policy shall be in the name of the owner and the contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.

5.6 Flood Insurance

The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, any flood insurance made available under the US National Flood Insurance Act of 1968, as amended. This requirement applies only to insurable improvements with a value in excess of ten thousand dollars (\$10,000.00 USD) located inside the boundaries of a special flood hazard area delineated on a flood hazard boundary map or flood insurance rate map which has been issued by the Department of Housing and Urban Development and the Federal Insurance Administration. The insurance shall be in an amount at least equal to the total eligible project costs located within the flood hazard area, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire life of the contract.

5.7 Evidence of Insurance

The contractor shall provide the owner with satisfactory evidence certifying that the foregoing insurance is in force, and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.

5.8 Cancellation and Re-Insurance

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the contractor shall be responsible for

securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this contract.

ARTICLE 6

CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence

The contractor will supervise and direct the work. The contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the contractor's representative at the site. The supervisor shall have full authority to act on behalf of the contractor, and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. (Copies of written communications given to the superintendent shall be mailed to the contractor's home office).

6.2 Labor, Materials, and Equipment

The contractor will provide competent, suitable, qualified personnel to survey and lay-out the work and perform construction as required by the contract documents. Contractor will at all times maintain good discipline and order at the site.

6.3 Contractor to Furnish

The contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

6.4 Condition of Materials and Equipment

All materials and equipment will be new except as otherwise provided in the contract documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 Materials and Equipment Specifications

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the contract documents.

6.6 Materials, Equipment, Products, and Substitutions

6.6.1 Materials, equipment, and products incorporated in the work must be approved for use before being purchased by the contractor. The contractor shall submit to the engineer a list of proposed materials, equipment, or products, together with such

samples as may be necessary for contractor to determine said materials, equipment or products acceptability and obtain engineer's approval within ninety (90) calendar days after award of contract unless otherwise stipulated in the special conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the engineer.

6.6.2 Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality, and function shall be considered. The contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the engineer may approve its substitution and use by the contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.

6.6.3 No substitute shall be ordered or installed without the written approval of the engineer, who shall be the judge of equality.

6.6.4 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.5 Should any work or materials, equipment, or products not conform to requirements of the drawings and specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced together with any work disarranged by such alterations at any time before completion and acceptance of the project. All such work shall be done at the expense of the contractor. (See herein **Article 7**, paragraph 7.10.)

6.6.6 No materials or supplies for the work shall be purchased by the contractor or by a subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work.

6.7 Concerning Subcontractors

The contractor will not employ any subcontractor, other person, or organization of the types referred to in herein **Article 2**, paragraph 2.10 (whether initially or as a substitute) against whom the owner or the engineer may have reasonable objection, nor will the contractor be required to employ any subcontractor against whom contractor has reasonable objection. The contractor will not make any substitution for any subcontractor

who has been accepted by the owner and the engineer unless the engineer determines there is good cause for doing so.

6.8 Contractor's Responsibility for (Direct and Indirect) Personnel

The contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that contractor is responsible for the acts and omissions of persons directly employed by him. Nothing in the contract documents shall create any contractual relationship between owner or engineer and any subcontractor or other person or organization having a direct contract with contractor, nor shall it create any obligation on the part of owner or engineer to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. Owner or engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to contractor on account of specific work done in accordance with the schedule of values.

6.9 Drawings Disassociation of Work Delegation

The divisions and sections of the specifications and the identifications of any drawings shall not control the contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

6.10 Binding Subcontractors to Contract

The contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of the owner.

6.11 Contractor and Subcontractor Agreement

All work performed for the contractor by a subcontractor shall be pursuant to an appropriate agreement between the contractor and the subcontractor.

6.12 Contractor's Responsibility When Delegating Work

6.12.1 The contractor shall be responsible for the coordination of the trades, subcontractors, and material-men engaged upon contractor's work.

6.12.2 The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of these general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards to terminating any subcontract that the owner may exercise over the contractor under any provisions of the contract documents.

6.12.3 The owner or engineer will not undertake to settle any differences between the contractor and his subcontractors or between subcontractors.

6.12.4 The subcontractor shall be replaced if and when directed in writing if, in the opinion of the engineer, any subcontractor on the project proves to be incompetent or otherwise unsatisfactory.

6.13 Patent Fees and Royalties

The contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device that is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the owner and the engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 Patent Rights and Royalties

The contractor shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles, and/or systems prior to bidding. However, he shall not be responsible for such determination on systems that do not involve purchase by him of materials, appliances, and articles.

6.15 Permits

The contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary that are applicable at the time of his bid for the prosecution of the work. There will be no charges to the contractor when such charges are normally made by the owner and when so stated in the special conditions. The owner shall assist the contractor, when necessary, in obtaining such permits and licenses. The contractor will also pay all public utility charges.

6.16 Laws and Regulations

The contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If the contractor observes that the specifications or drawings are at variance therewith, he will give the engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the engineer, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the drawings and specifications are in accordance with such laws, ordinances, rules, and regulations.

6.17 Taxes

Cost of all sales and other taxes for which the contractor is liable under the terms of the contract shall be included in the contract price stated by the contractor.

6.18 Record Drawings

The contractor will keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These complete drawings shall be available to the engineer and shall be delivered to him for the owner upon completion of the project. It shall be used for this purpose only.

6.19 Safety and Protection

The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to

6.19.1 all employees on the work job and other persons who may be affected thereby;

6.19.2 all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.19.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

6.20 Preventative Measures

The contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by the contractor to the owner.

6.21 Emergencies

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the contractor, without special instruction or authorization from the engineer or owner, is obligated to act at his discretion to prevent threatened damage, injury, or loss. He will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved. If the contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim therefore as provided herein in **Articles 11 and 12**.

6.22 Shop Drawings and Samples

After checking and verifying all field measurements, the contractor will submit to the engineer for review copies (or at the engineer's option, one reproducible copy) of all shop drawings in accordance with the accepted schedule of shop drawing submissions (see herein **Article 2**, paragraph 2.8), which shall have been checked by and stamped with the approval of the contractor. The data shown on the shop drawings will be complete with

respect to dimensions, design criteria, materials of construction and the like to enable the engineer to review the information as required.

6.23 Submittal of Samples

The contractor will also submit to the engineer for review, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of the contractor, identified clearly as to material, manufacturer and pertinent catalog numbers, and the use for which intended.

6.24 Drawing or Sample Deviations from Contract

At the time of each submission, the contractor will, in writing, bring to the engineer's attention any deviations that the shop drawings or sample may have from the requirements of the contract documents.

6.25 Engineer's Review of Submitted Drawings and Samples

The engineer will review with reasonable promptness shop drawings and samples, but his review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The contractor will make any corrections required by the engineer and will return the required number of corrected copies of shop drawings and resubmit new samples until the review is satisfactory to the engineer. The contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the engineer on previous submissions. The contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the owner and the engineer that the contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data, or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

6.26 Commencement of Work of Submission(s)

No work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed and approved by the engineer. A copy of each shop drawing and each approved sample shall be kept in good order by the contractor at the site and shall be available to the engineer.

6.27 Contractor's Responsibility of Submission(s)

The engineer's review of shop drawings or samples shall neither relieve the contractor from his responsibility for any deviations from the requirements of the contract documents unless the contractor has, in writing, called the engineer's attention to such deviation at the time of submission and the engineer has given written approval to the specific deviation, nor shall any review by the engineer relieve the contractor from responsibility for errors or omissions in the shop drawings.

6.28 Site Clean-Up

The contractor shall clean up behind the work as much as is reasonably possible as the work progresses. Upon completion of the work, and before acceptance of and final payment for the project by the owner, the contractor shall remove all his surplus and discarded materials, excavated material, and rubbish from the roadways, sidewalks, parking areas, lawns, and all adjacent property; shall clean his portion of work involved in any building under this contract so that no further cleaning by the owner is necessary prior to his occupancy; shall restore all property, both public and private, that has been disturbed or damaged during the prosecution of the work, and shall leave the whole in a neat and presentable condition.

6.29 Building Clean-Up

Clean-up operations shall consistently be carried on by the contractor at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean," or its equivalent, unless more exactly specified elsewhere in the contract. The general contractor shall do the following special cleaning for all trades upon completion of the work:

6.29.1 remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.29.2 remove all marks, stains, fingerprints and other soil and dirt from painted, stained, and decorated work.

6.29.3 remove all temporary protections and clean and polish floors.

6.29.4 clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.

6.30 General Clean-Up

In case of dispute, the owner may remove the rubbish and charge the cost to the several contractors as the engineer shall determine to be just.

6.31 Public Convenience and Safety

The contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the contractor shall notify law enforcement agencies, fire departments, and parties operating emergency

vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

6.32 Sanitary Provisions

The general contractor shall furnish necessary toilet conveniences secluded from public observation for use of all personnel on the work site, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. The general contractor shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the work and the premises shall be left clean.

6.33 Indemnification

The contractor will indemnify and hold harmless the owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (b) caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 Claims Against Owner or Engineer

In any and all claims against the owner or the engineer or any of their agents or employees, by an employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under herein **Article 6**, paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employees benefit acts.

6.35 Contractor's Liability Obligations

The obligations of the contractor under herein **Article 6**, paragraph 6.34 shall not extend to the liability of the engineer's negligent acts, errors, or omissions or those of his employees or agents.

6.36 Responsibility for Connecting to Existing Work

It shall be the express responsibility of the contractor to connect his work to each part of the existing work or work previously installed as required by the drawings and specifications to provide a complete installation.

6.37 Work in Street, Highway, and Other Rights-of-Way

Excavation, grading, fill, storm drainage, paving, and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of federal, state, and local laws. The owner will be responsible for obtaining all permits necessary for the work. Upon completion of the work, contractor shall present to engineer certificates, in triplicate, from the proper authorities stating that the work has been done in accordance with their requirements.

6.37.1 The owner will cooperate with the contractor in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The engineer shall be responsible for obtaining elevations of curbs and gutters, pavements, storm drainage structures, and other such items as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the project.

6.37.3 Any variation from the requirements of paragraph 6.37.2 above shall be stated in the "Special Conditions."

6.38 Cooperation with Governmental Departments, Public Utilities, Etc.

The contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies, and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith that are encountered in the work so that such items may be properly shored, supported, and protected, or the contractor may relocate them if he so desires. The contractor shall give all proper notices, shall comply with requirements of such parties in the performance of his work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The contractor's attention is called to the fact that there may be delays on the project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The contractor shall cooperate with the above parties in every way possible so that the construction can be completed in the least possible time.

6.38.2 The contractor shall have made himself familiar with all codes, laws, ordinances, and regulations that in any manner affect those engaged or employed in the work, or materials and equipment used in or upon the work, or in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

6.39 Use of Premises

The contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of engineer and owner, and shall not unnecessarily encumber any part of the site.

6.39.1 Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.

6.39.2 Contractor shall enforce owner's instructions in connection with signs, advertisements, fires, and smoking.

6.39.3 Contractor shall arrange and cooperate with owner in routing and parking of automobiles of his employees, subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the project site.

6.40 Protection of Existing Property Improvements

Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), and/or trees and shrubbery not indicated on the drawings or noted in the specifications as being removed or altered shall be protected from damage during construction of the project. Any such improvements damaged during construction of the project shall be restored to a condition equal to that existing at time of award of contract.

6.41 Temporary Heat

The general contractor shall provide heat, fuel, and services as necessary to protect all work and materials within all habitable areas of permanent building construction for all contracts against injury from dampness and cold until final acceptance of all work and materials for the project --unless building is fully occupied by the owner prior to such acceptance in which case the owner shall assume all expenses of heating from date of full occupancy. in areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel, and services as required to protect his work or shall make all necessary arrangements with the general contractor for providing such temporary heat, fuel, and services. Unless otherwise specifically permitted by stated special conditions, the permanent heating system shall not be used to provide temporary heat. Contractor's proposed methods of heating shall be submitted for approval.

ARTICLE 7 **WORK BY OTHERS**

7.1 Additional Related Work

The owner may perform additional work related to the project by himself, or he may let other direct contracts thereof that shall contain general conditions similar to these herein.

The contractor will afford the other contractors who are parties to such direct contracts (or the owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

7.2 Report of Defects or Deficiencies

If any part of the contractor's work depends on proper execution or results upon the work of any such other contractor (or the owner), the contractor will promptly report to the engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 Altering the Work of Others

The contractor will do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The contractor will not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the engineer and of the other contractors whose work will be affected.

7.4 Prior Written Notice of Additional Work

If the performance of additional work by other contractors or the owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the contractor prior to starting any such additional work. If the contractor believes that the performance of such additional work by the owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim as provided herein in **Articles 11 and 12**.

7.5 Contractor's Allowance for Work of Others

Where practicable, the general contractor shall build around the work of other separate contractors or shall leave chases, slots, and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the engineer.

7.6 Necessary Alterations Not Built by General Contractor

Necessary chases, slots, and holes not built or left by the general contractor shall be cut by the separate contractor requiring such alterations after approval of the general contractor. The general contractor shall do all patching and finishing of his work where cut by other contractors at the expense of such other contractors.

7.7 Contractors Sharing of the Work Site

Cooperation is required in the use of site facilities and in the detailed execution of the work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the work in order to prevent delay in the execution thereof.

7.8 Monitoring Contractors Work

Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the contractor shall notify the engineer immediately. Lack of such notice to the engineer will be construed as acceptance by the contractor for proper coordination of his own work.

7.9 Contractor's Progress of Work Notice(s)

Each contractor shall give notice(s) of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The general contractor shall give notice(s) of the progress of his work so that work of other contractors, when required to be concealed, may be placed before the general construction work. All such notices shall be submitted (a) to the engineer with copies to other prime contractors on the project, and (b) sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 Notice Negligence and Other Liability

The cost of extra work resulting from lack of notices, untimely notices, and failure to respond to notices, defective work, or lack of coordination shall be borne by the contractor responsible for such lack of notices, etc.

ARTICLE 8 **OWNER'S RESPONSIBILITIES**

8.1 Communication

The owner will issue all communications to the contractor through the engineer.

8.2 Engineer's Termination

In case of termination of the employment of the engineer, the owner will appoint an engineer against whom the contractor makes no reasonable objection and whose status under the contract documents shall be that of the former engineer. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 Prompt Payments to Contractor

The owner will promptly furnish the data required of him under the contract documents and shall promptly make payments to the contractor after they are due as provided herein in **Article 14**.

8.4 Owner's Duties

Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth herein in **Article 4**. **Article 4**, paragraph 4.2 refers to the owner identifying and making available to contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or

otherwise affecting performance of the work, which has been relied upon by the engineer in preparing the drawings and specifications.

8.5 Owner's Liability Responsibilities

The owner's responsibilities in respect of liability and property insurance are set forth herein in **Article 5**, paragraph 5.4.

8.6 Owner's Right to Request Changes

In addition to owner's rights to request changes in the work in accordance with herein **Article 10**, the owner (especially in certain instances as provided in **Article 10**, paragraph 10.4) will be obligated to execute change orders.

8.7 Owner's Right to Stop or Suspend Work

In connection with the owner's right to stop or suspend work, see herein **Article 15**, paragraph 15.1. **Article 15**, paragraph 15.3 deals with the owner's right to terminate services of the contractor under certain circumstances.

8.8 Owner's Use of Completed or Partially Completed Work

The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or any portion thereof may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the contractor shall be entitled to such extra compensation or extension of time or both, except by prior agreement as the engineer may determine.

8.9 Other Owner's Responsibility

Owner's responsibility in respect of certain inspections, tests, and approvals is set forth herein in **Article 9**.

ARTICLE 9 **ENGINEER'S STATUS DURING CONSTRUCTION**

9.1 Owner's Representative

The engineer shall be the owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the engineer as the owner's representative during construction are set forth herein in **Articles 1** through **17** of these "General Conditions" and shall not be extended without written consent of the owner and the engineer.

9.1.1 The engineer's decision in matters relating to aesthetics shall be final if within the terms of the contract documents.

9.1.2 Except as may be otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the owner is located.

9.2 Visits to Site

The engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. The engineer will not be required to make continuous on-site observations to check the quality or quantity of the work. The engineer's efforts will be directed toward ascertaining on behalf of the owner that the completed project will conform to the requirements of the contract documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the owner informed of the progress of the work and will endeavor to guard the owner against defects and deficiencies in the work of contractors.

9.3 Clarifications and Interpretations

The engineer will issue with reasonable promptness such written clarifications or interpretations of the contract documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents. If the contractor believes that a written clarification and interpretation entitles him to an increase in the contract price or extension of contract time, he may make a claim thereof as provided herein in **Articles 11 and 12**.

9.4 Measurement of Quantities

All work completed under the contract will be measured by the engineer according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

9.5 Rejecting Defective Work

The engineer will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, does not conform to the requirements of the contract documents, does not meet the requirements of any inspection, test, or approval referred to in the special conditions, or has been damaged prior to final acceptance). The engineer will also have authority to require special inspection or testing of the work as provided in the special conditions, whether or not the work is fabricated, installed, or completed.

9.6 Shop Drawings, Change Orders, and Payments

In connection with the engineer's responsibility as to shop drawings and samples, see herein **Article 6**, paragraphs 6.25 through 6.27, inclusively.

9.7 Engineer's Responsibility for Change Orders

In connection with the engineer's responsibility for change orders, see herein **Articles 10, 11, and 12.**

9.8 Engineer's Responsibility Regarding Application for Payment

In connection with the engineer's responsibilities in respect of "Application for Payment," etc., see herein **Article 14.**

9.9 Resident Project Representative

The owner or the engineer will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

9.10 Decisions on Disagreements

The engineer will be the initial interpreter of the terms and conditions of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the owner and the contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the contract documents shall be referred initially to the engineer for decision, which he shall render in writing within a reasonable time.

9.11 Right to Request Arbitration

Either the owner or the contractor, if the other agrees, may request arbitration with respect to any such claim, dispute, or other matter that has been referred to the engineer, except any that have been waived by the making or acceptance of final payment as provided herein in **Article 14**, paragraph 14.11, and such arbitration is to be in accordance with herein **Article 16**. However, no request for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the engineer if the engineer has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the engineer rendered his written decision in respect of the claim, dispute, or other matter to which arbitration is sought, and the failure to request arbitration within said thirty (30) days' period shall result in the engineer's decision being final and binding upon the owner and the contractor. If the engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings except where the decision is acceptable to the parties concerned.

9.12 Limitations of Engineer's Responsibilities to Contractor and Others

Neither the engineer's authority to act under this herein **Article 9** nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any

duty or responsibility of the engineer to the contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.

9.13 Engineer's Limitations of Responsibility

The engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the contractor's failure to perform the work in accordance with the contract documents.

9.14 Engineer's Limitations of Responsibility for Omissions

The engineer will not be responsible for the acts or omissions of the contractor, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

ARTICLE 10 **CHANGES IN WORK**

10.1 Owner's Right to Initiate Change Orders

Without invalidating the agreement, the owner may, at any time or from time-to-time, order additions, deletions, or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made as provided herein in **Article 11** or **Article 12**. A change order signed by the contractor indicates his agreement therewith.

10.2 Authorization of Minor Changes or Alterations

The engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These changes and/or alterations may be accomplished by a field order. If the contractor believes that any minor change or alteration authorized by the engineer entitles him to an increase in the contract price or extension of contract time, the contractor may make a claim thereof as provided herein in **Articles 11** and **12**.

10.3 Unauthorized Additional Work

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time except in the case of an emergency as provided herein in **Article 6**, paragraph 6.21 and except as provided herein in **Article 10**, paragraph 10.2.

10.4 Execution of Change Order(s)

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed as provided herein in **Article 4**, paragraph 4.4, and

work performed in an emergency as provided herein in **Article 6**, paragraph 6.21 and any other claim of the contractor for a change in the contract time or the contract price, which is approved by the engineer.

10.5 Notification of Surety of Changes

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

ARTICLE 11 **CHANGE OF CONTRACT PRICE**

11.1 Total Compensation Payable to Contractor

The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price.

11.2 Owner's Written and/or Verbal Change Orders

11.2.1 The owner may, at any time and without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (a) in the specifications (including drawings and designs); (b) in the method or manner of performance of the work; (c) in the owner-furnished facilities, equipment, materials, services, or site; or (d) directing acceleration in the performance of the work, and/or (e) directing the contractor to stop work for a stated time.

11.2.2 Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the owner, which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

11.2.3 Except as herein provided, no order, statement, or conduct of the owner shall be treated as a change under this clause or entitle the contractor to an equitable adjustment hereunder.

11.2.4 If any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change under above listed paragraph 11.2.2 shall be allowed for any costs incurred more than twenty (20) days

before the contractor gives written notice as therein required. and provided further that in the case of defective specifications for which the owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with such defective specifications.

11.2.5 If the contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under above listed paragraph 11.2.1 or the furnishing of a written notice under above listed paragraph 11.2.2, submit to the owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the owner. The statement of claim hereunder may be included in the notice under above listed paragraph 11.2.2. If not received by the owner within 30 days, the owner may choose to reject the contractor's information relating to such claim without review.

11.2.6 No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 Determination of Change Order Compensation

The compensation of any portion of the work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways:

11.3.1 where the change order involved is covered by unit prices contained in the contract documents by application of unit prices to the quantities of the items involved. Should the items (by quantity) be increased or decreased by more than 15 percent (15%) from that stipulated in the contract documents and the total dollar amount is significant (greater than ten thousand dollars [\$10,000]), either the owner or the contractor may request to negotiate a new unit price for the quantities in excess of the 15 percent (15%) window to protect their financial interest in the project.

11.3.2 by negotiated lump sum.

11.3.3 the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 Defining "Cost of the Work"

The term "Cost of the Work" (also "Cost of Work") means the sum of all costs necessarily incurred and paid by the contractor in the proper performance of the work. Except as otherwise may be agreed to in writing by owner, such costs shall be in amounts no higher than those prevailing in the locality of the project shall include only the following items and shall not include any of the costs itemized herein in **Article 11**, paragraph 11.5:

11.4.1 payroll costs for employees in the direct employ of contractor in the performance of the work under schedules of job classifications agreed upon by owner and contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited, to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday, or legal holidays shall be included in the above to the extent authorized by owner.

11.4.2 cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to contractor unless owner deposits funds with contractor with which to make payments, in which case the cash discounts shall accrue to owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to owner, and contractor shall make provisions so that they may be obtained.

11.4.3 payments made by contractor to the subcontractors for work performed by subcontractors. If required by owner, contractor shall obtain competitive bids from subcontractors acceptable to him and shall deliver such bids to owner who will then determine with the advice of engineer which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of "Cost of Work" plus a fee, the cost of the work shall be determined in accordance with herein **Article 11**, paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.

11.4.4 costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

11.4.5 supplemental costs including the following:

11.4.5.1 the proportion of necessary transportation, traveling, and subsistence expenses of contractor's employees incurred in discharge of duties connected with the work.

11.4.5.2 cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen that are consumed in the performance of the work, and cost less market value of such items used but not consumed, which remain the property of contractor.

11.4.5.3 rentals of all construction equipment and machinery and the parts thereof whether rented from contractor or others in accordance with rental agreements approved by owner with the advise of engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.

11.4.5.4 sales, use, or similar taxes related to the work and for which contractor is liable, imposed by any governmental authority.

11.4.5.5 deposits lost for causes other than contractor's negligence, royalty payments, and fees and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 losses, damages, and expenses, not compensated by insurance or otherwise, sustained by contractor in connection with the execution of, and to, the work, provided they have resulted from causes other than the negligence of contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining contractor's fee. If, however, any such loss or damage requires reconstruction and contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated herein in **Article 11**, paragraph 11.6.2.

11.4.5.7 the cost of utilities, fuel, and sanitary facilities at the site.

11.4.5.8 minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the work.

11.4.5.9 cost of premiums for additional bonds and insurance required because of changes in the work.

11.5 Limitations Regarding "Cost of Work"

The term "Cost of Work" shall not include any of the following:

11.5.1 payroll costs and other compensation of contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by contractor, whether at the site, or in his principal, or a branch office for general administrator of

the work and not specifically included in the schedule referred to herein in **Article 11**, subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the contractor's fee.

11.5.2 expenses of contractor's principal and branch offices other than his office at the site.

11.5.3 any part of contractor's capital expenses, including interest on contractor's capital employed for the work and charges against contractor for delinquent payments.

11.5.4 cost of premiums for all bonds and for all insurance policies whether or not contractor is required by the contract documents to purchase and maintain the same (except as otherwise provided herein in **Article 11**, subparagraph 11.4.5.9.)

11.5.5 costs due to the negligence of contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

11.5.6 other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein in **Article 11**, paragraph 11.4.

11.6 Determining Contractor's Fee

The contractor's fee, which shall be allowed to contractor for his overhead and profit, shall be determined as follows:

11.6.1 a mutually acceptable firm, fixed price; or if none can be agreed upon,

11.6.2 a mutually acceptable fixed fee based on the estimate of the various portions of the "Cost of Work."

11.7 Credits from Contractor to Owner

The amount of credit to be allowed by contractor to owner for any such change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one charge, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Itemizing Cost

Whenever the cost of any work is to be determined pursuant to herein **Article 11**, paragraphs 11.4 and 11.5, contractor will submit in form prescribed by engineer an itemized cost break-down together with supporting data.

11.9 Allowances

It is understood that the contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such material-men, suppliers, or subcontractors and for such sums within the limit of the allowances as the engineer may approve. Upon final payment, the contract price shall be adjusted as required and an appropriate change order issued. The contractor agrees that the original contract price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost of the contractor less any applicable trade discount of the materials and equipment required by the allowance delivered at the site and all applicable taxes.

11.9.2 The contractor's costs for unloading and handling on the site: labor, installation costs, overhead, profit, and other expenses contemplated for the original allowance shall be included in the contract price and not in the allowance.

11.9.3 Whenever the cost as described in above listed **Article 11**, paragraph 11.9.1 is more or less than the allowance, the contract price shall be adjusted accordingly by change order. The amount of the change order will recognize changes, if any, in handling costs on the site: labor, installation costs, overhead, profit, and other expenses except that whenever unit price allowances are stipulated for brick, the change order will not include any cost as described in above listed **Article 11**, paragraph 11.5.

ARTICLE 12 **CHANGE OF CONTRACT TIME**

12.1 Contract Time Change Order

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by engineer if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order.

12.2 Extended Contract Time Requirements

The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim therefore as provided herein in **Article 12**, paragraph 12.1. Such delays shall include, but not be restricted to acts or neglect by any

separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 Binding Time Limits

All time limits stated in the contract documents are of the essence of the agreement. The provisions of this herein **Article 12** shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 Claims Due to Drawing(s) Delays

No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 Other Damage Recovery Rights

This **Article 12** does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE 13 **GUARANTY**

Contractor's Guaranty Requirements

The contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The owner will give notice of observed defects with reasonable promptness. in the event that the contractor should fail to make such repairs, adjustments, or the work that may be made necessary by such defects, the owner may do so and charge the contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 **PAYMENTS AND COMPLETION**

14.1 Payments to Contractor

At least ten (10) days before each progress payment falls due (but not more often than once a month), the contractor will submit to the engineer a partial payment estimate filled out and signed by the contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If a payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial

payment estimate shall also be accompanied by such supporting data, satisfactory to the owner. The engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the owner, or return the partial payment estimate to the contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The owner will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the contractor a progress payment on the basis of the approved partial payment estimate. The owner shall retain a portion of the amount otherwise due the contractor in accordance with Section 31-5-33 of the Mississippi Code.

14.2 Contractor's Warranty of Title

The contractor warrants and guarantees that title to all work, materials, and equipment covered by an "Application for Payment," whether incorporated in the project or not, will have passed to the owner prior to the making of the "Application for Payment" free and clear of all liens, claims, security, interests and encumbrances (hereafter in these general conditions referred to as "Liens") and that no work, materials, or equipment covered by an "Application for Payment" will have been acquired by the contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person.

14.3 Approval of Payments

The engineer's approval of any payment requested in an "Application for Payment" shall constitute a representation by him to the owner based on the engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the "Application for Payment" and the supporting data that the work has progressed to the point indicated; that, to the best of his knowledge, information, and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work is a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents and any qualifications stated in his approval); and that the contractor is entitled to payment of the amount approved. However, by approving any such payment the engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the work; or that he has reviewed the means, methods, techniques, sequences, and procedures of construction; or that he has made any examination to ascertain how or for what purpose the contractor has used the moneys paid or to be paid to him on account of the contract price; or that title to any work, materials, or equipment has passed to the owner free and clear of any liens.

14.4 Contractor's Certification Statement

The contractor shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 Engineer's Final Payment Approval

The engineer's approval of final payment shall constitute an additional representation by him to the owner that the conditions precedent to the contractor's being entitled to final payment as set forth herein in **Article 14**, paragraph 14.11 have been fulfilled.

14.6 Engineer's Right to Refuse Payment Approval

The engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the owner as above listed in **Article 14**, paragraph 14.5. He may also refuse to approve any such payment, or because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the owner from loss because:

14.6.1 the work is defective, or completed work has been damaged requiring connection or replacement;

14.6.2 the work for which payment is requested cannot be verified;

14.6.3 claims or liens have been filed, or there is reasonable evidence indicating the probable filing thereof;

14.6.4 the contract price has been reduced because of modifications;

14.6.5 the owner has been required to correct defective work or complete the work in accordance herein with **Article 13**, paragraph 13.1;

14.6.6 of unsatisfactory prosecution of the work, including failure to clean up as required by herein **Article 6**, paragraphs 6.28, 6.29 and 6.30;

14.6.7 of persistent failure to cooperate with other contractors on the project and persistent failure to carry out the work in accordance with the contract documents;

14.6.8 of liquidated damages payable by the contractor; or

14.6.9 of any other violation of or failure to comply with the provisions of the contract documents.

14.7 Owner's Use of Completed or Partially Completed Work

Prior to substantial completion, the owner, with the approval of the engineer and with the concurrence of the contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

14.8 Owner's Right to Entry

The owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the owner.

14.9 Engineer's Certificate

Upon completion and acceptance of the work the engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the contractor including the retained percentages, but except such sums as may be lawfully retained by the owner, shall be paid to the contractor within sixty (60) days of completion and acceptance of the work.

14.10 Contractor's Indemnification Requirements to Owner

The contractor will indemnify and save the owner or the owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material-men, and furnishes of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the contractor fails to do so, the owner may, after having notified the contractor, either pay unpaid bills or withhold from the contractor's pay from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to the contractor and the owner shall not be liable to the contractor for any such payments made in good faith.

14.11 Acceptance of Final Payment as Release

The acceptance by the contractor of final payments shall be and operate as a release to the owner of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with his work and for every fact and neglect of the owner and others relating to or arising out of his work. Any payment, however, final or otherwise, shall not release

the contractor or his sureties from any obligations under the contract documents or the performance bond and payment bonds.

ARTICLE 15

SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work

The owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor and the engineer, which shall fix the date on which work shall be resumed. The contractor will resume the work on the date so fixed. The contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if he makes claim therefore as provided herein in **Articles 11 and 12**.

15.2 Work During Inclement Weather

No work shall be done under these specifications except by permission of the owner when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the contractor, upon the direction of the owner, shall suspend all work until instructed to resume operations by the owner and the contract time shall be extended to cover the duration of the order. Work damaged during the periods of suspension due to inclement weather shall be repaired and/or replaced by the contractor. Any compensation for repairs or replacements shall be subject to approval of the owner.

15.3 Owner May Terminate

If the contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, and/or equipment, or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the engineer, or if he otherwise violates any provision of the contract documents, then the owner may, without prejudice to any other right or remedy and after giving the contractor and his surety seven (7) days written notice, terminate the services of the contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the contractor and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor or the surety will pay the difference to the owner. Such costs incurred by the owner will be determined by the engineer and incorporated in a change order.

15.4 Rights of Owner Against Terminated Contractor

Where the contractor's services have been so terminated by the owner, said terminations shall not affect any rights of the owner against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the owner due the contractor will not release the contractor from liability.

15.5 Owner's Right to Abandon Project

Upon seven (7) days written notice to the contractor and the engineer, the owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the contractor shall be paid for all work executed and any expenses sustained plus a reasonable profit.

15.6 Removal of Equipment

In the case of termination of this contract before completion for any cause whatever, the contractor, if notified to do so by the owner, shall promptly remove any part or all of his equipment and supplies from the property of the owner. Should the contractor not remove such equipment and supplies, the owner shall have the right to remove them at the expense of the contractor. Equipment and supplies shall not be construed to include such items for which the contractor has been paid in whole or in part.

15.7 Contractor May Stop Work or Terminate

If, through no act or fault of the contractor, the work is suspended for a period of more than ninety (90) days by the owner, or under an order of court or other public authority, or the engineer fails to act on any "Application for Payment" within sixty (60) days after it is submitted, or the owner fails to pay the contractor any sum approved by the engineer or awarded by arbitrators within sixty (60) days of its approval and presentation, then the contractor may, upon seven (7) days written notice to the owner and the engineer, terminate the agreement and recover from the owner payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the agreement, if the engineer has failed to act on an "Application for Payment" or the owner has failed to make any payment as aforesaid, the contractor may upon seven (7) days notice to the owner and the engineer stop the work until he has been paid all amounts then due.

15.8 Owner Furnished Equipment

In case the owner furnishes equipment to the contractor to install but fails to deliver it to the contractor as required by supplementary or special conditions, and in case such failure causes the contractor additional expense or need for extension of time, the contractor may make such claims upon the owner and obtain adjustments as provided herein.

15.9 Liquidated Damages

If the contractor shall fail to complete the work within the contract time or extension of time granted by the owner, then the contractor will pay to the owner the amount for

liquidated damages as shown on his bid for each calendar day that the contractor shall be in default after the time stipulated in the contract documents.

ARTICLE 16 **ARBITRATION**

16.1 Arbitration Standards and Rules

All claims, disputes and other matters in question arising out of, or related to, this agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided herein by **Article 14**, paragraph 14.11, shall be decided by arbitration, if all parties mutually agree, in accordance with the "Construction Industry Arbitration Rules of the American Arbitration Association" then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award, and rationale.

16.2 Notice of Arbitration Requirements

Notice of the request for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the engineer. The request for arbitration shall be made within the thirty (30) day period specified herein in **Article 9**, paragraph 9.11 where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

16.3 Arbitration Affects on Work

The contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise agreed by him and the owner in writing.

ARTICLE 17 **MISCELLANEOUS**

17.1 Recognized Delivery of Notice(s)

Whenever any provision of the contract documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid to the last business address known to him who gives the notice.

17.2 Owner's Failure to Pay Contractor

If the owner fails to make payment sixty (60) days after approval by the engineer, in addition to other remedies available to the contractor, there shall be added to each such progress payment, interest at one percent (1%) per month commencing on the first day after said payment is due and continuing until the payment is received by the contractor.

17.3 Engineer's Property

All specifications, drawings, and copies thereof furnished by the engineer shall remain the engineer's property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the agreement, shall be returned to him on request upon completion of the project.

17.4 Non-Limiting Rights and Remedies by Herein Identified Documents

The duties and obligations imposed by these general conditions, special conditions, and supplemental general conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon contractor and those in the special conditions and the rights and remedies available to owner and engineer thereunder shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or by other provisions of the contract documents.

17.5 Notice of Injury or Damage Claim

Should the owner or the contractor suffer injury or damage to his/its person or property because of any error, omission or act of the other or of any of his/its employees or agents or others for whose acts he/it is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

17.7 Practicable Schedule

The contractor shall within five (5) days or within such time as determined by the owner after date of commencement of work prepare and submit to the owner for approval a practicable schedule showing the order in which the contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment), and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The contractor shall enter on the chart the actual progress at such intervals as directed by the owner and shall immediately deliver to the owner three (3) copies thereof. If the contractor fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the contractor

submits the required progress schedule.

17.8 Falling behind the Progress Schedule

If, in the opinion of the owner, the contractor falls behind the progress schedule, the contractor shall take such steps as may be necessary to improve his progress and the owner may require him to increase the number of shifts or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the owner.

17.9 Failure of Contractor to Comply with Owner Requirements

Failure of the contractor to comply with the requirements of the owner under this provision shall be grounds for determination by the owner that the contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the owner may terminate the contractor's right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay – Time Extensions."

17.10 Failure to Complete the Work on Time

Should the contractor fail to complete the work within the specified time or within any extra time allowed under these specifications, a sum of money determined by the following schedule shall be deducted from any funds due the contractor. The owner shall have the right to recover the said sum or sums from the contractor or from the surety or from both. The amounts of these deductions are to cover the liquidated damages to the owner incurred by additional or other expenses due to the failure of the contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 Liquidated Damages

The damages indicated in the contract documents shall be considered as liquidated damages for the loss to the owner on account of the expense due to the employment of engineers and their assistants and to any others expenses incurred after the expiration of the contract time as determined by the engineer.

17.12 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

**CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

DWI-L-_____
(DWSIRLF Project Number)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions. Where this certification indicates that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

THIS FORM ALONG WITH ITEMS LISTED IN SPECIAL NOTICE #1 IS TO BE SUBMITTED BY LOW BIDDER AND PROPOSED SUBCONTRACTORS WITH A PROCUREMENT VALUE OVER \$10,000 TO THE OWNER TEN (10) DAYS AFTER BID OPENING.

Prime or Subcontractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. YES _____ NO _____

2. Compliance Reports were required to be filed in connection with such contract or subcontract. YES _____ NO _____

If YES, state what reports were filed and with what agency.

3. Bidder has filed all compliance reports due under applicable instructions YES _____ NO _____

4. If answer to item 3 is NO, please explain in detail on reverse side of this certification. The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law - U.S. Code, Title 18, Section 1001.)

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement thereunder for \$25,000 or more. Accordingly each recipient of a Drinking Water Systems Improvements Revolving Loan Fund loan or a contract (engineering or construction) awarded under a loan must complete the following certification (see 40 CFR 32.510).

The loan recipient must obtain this certification from all contractors (prime construction contractor and subcontractors/equipment/material suppliers). The Department will not approve the award of a contract for DWSIRLF participation until the loan recipient certifies that certification has been obtained from the successful bidder and his sub-contractors. Prime and subcontractor/equipment/material suppliers' certifications must be included with the executed contract documents submittal to the Department.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Prime or Subcontractor's Name

Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.

Davis Bacon and Related Acts

(a) The Recipient shall insure that the **loan recipient(s)** shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Loan recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The **loan recipient(s)**, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the **loan recipient(s)** agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the **loan recipient(s)** to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the **loan recipient(s)** do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The **loan recipient(s)**, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe

benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **loan recipient**, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the **loan recipient** shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **loan recipient** (s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the **loan recipient** (s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention

fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and **Loan recipient(s)**, State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The **loan recipient** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **loan recipient**, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the **loan recipient** shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the **Loan recipient** shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a). The **loan recipient** shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The **loan recipient** must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The **loan recipient** shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **loan recipient** must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. **Loan recipients** must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. **Loan recipients** shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c). The **loan recipient** shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The **loan recipient** shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **loan recipient** must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. **Loan recipients** must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the **loan recipient** shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d). The **loan recipient** shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) **Loan recipients** must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

American Iron and Steel Provisions

This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 2014 (H.R. 3547). Section 436 states:

(a)(1) None of the funds made available by a State drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. (2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that –

- (4) Applying subsection (a) would be inconsistent with the public interest;
- (5) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
- (6) Inclusion of iron and steel products in the United States will increase the cost of the overall project by more than 25 percent.

WAGE RATES

"General Decision Number: MS20220063 01/07/2022

Superseded General Decision Number: MS20210063

State: Mississippi

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

Counties: Forrest, Lamar and Perry Counties in Mississippi.

HEAVY CONSTRUCTION PROJECTS EXCLUDING FLOOD CONTROL

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/07/2022

* ELEC0903-007 12/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 27.45	9.5%+5.52

SUMS2015-029 04/03/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 16.77	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 17.75	0.00
IRONWORKER, REINFORCING.....	\$ 20.63	0.00
IRONWORKER, STRUCTURAL.....	\$ 19.00	0.00
LABORER: Common or General, Includes Water Sewer Lines.....	\$ 12.93	0.00
LABORER: Pipelayer, Includes Water Sewer Lines.....	\$ 14.04	1.92
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.39	0.86
OPERATOR: Bulldozer.....	\$ 18.85	1.18
OPERATOR: Crane.....	\$ 22.66	4.66
TRUCK DRIVER: Dump Truck, Includes Water Sewer Lines.....	\$ 16.03	0.95

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations of the City of Petal Building Code shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the

type, amount, class of operations covered, effective dates and the dates of expiration of policies. The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S** Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The Contractor shall, at all times, keep the premises free from accumulations of waste

materials and at the completion of the work, shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

GUARANTEE

The Contractor shall guarantee to City of Petal all work under this contract to be free from defects in workmanship and materials for a period of one (1) year from date of final acceptance.

BIDS

The form of proposal or an exact facsimile thereof must be used by Contractors submitting proposal for any or all of the work included in these specifications and/or the accompanying plans. The receipt of all Addenda must be acknowledged and the receipt signed by the Contractor or his duly authorized representative and attached to the proposal form when the bids are submitted.

ARTICLE 2 - SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The Contractor will be responsible for all clean-up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

Contractor will submit prior to starting work on project any changes to materials specified. Contractor will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. Contractor will be given approval/disapproval with five (5) days by Owner. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if Contractor does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by Owner or his authorized representative. Contractor will coordinate with Owner for inspections as required during construction, and furnish to the Owner in writing a project schedule prior to mobilization of work at the job site.

WARRANTY

The Contractor, upon completion of the project, shall furnish one (1) year written guarantee on all materials and workmanship to begin on the date of acceptance by the Owner or the Owner's appointed representative.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the City of Petal a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

ARTICLE 3 - GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the Contractor and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. in case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of the same to the Owner upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the Owner's opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: Contractor shall promptly upon receipt of Owner's written notice, and without expense of the Owner;
 - a. Place in satisfactory condition in every particular all such guaranteed work,

- correct all defects therein.
- b. Make good all damage to the building, site, equipment or building contents which in the Owner's opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the Contractor, after notice, fails to proceed promptly to comply with terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the Owner's name and evidence thereof shall be promptly delivered to the Owner's Representative for transfer to the Owner.

ARTICLE 4 - CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the Contractor to the Owner, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A

PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."

In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.

7. OPERATING AND MAINTENANCE MANUALS:

All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).

8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):

Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.

9. FINAL CLEANING:

At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

**SUPPLEMENTAL GENERAL CONDITIONS
FOR
CONSTRUCTION OF DRINKING WATER SYSTEMS
IMPROVEMENTS REVOLVING LOAN FUND PROJECTS**

April 27, 2016

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The attached instructions and regulations as listed below shall be incorporated into the Contract Documents.

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2.	General Conditions	SGC-04
	• Price Reduction For Defective Cost Or Pricing Data	
	• Audit - Access To Records	
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	• Notice of Requirement for Affirmative Action	SGC-07
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Attachments:

DBE Directory

Attachment 1

These Supplemental General conditions shall supersede any conflicting provisions of this contract.

SECTION 1 - SPECIAL PROVISIONS:

- (a) Construction shall be carried out so as to prevent by-passing of wastewater during construction.
- (b) Best Management Practices (BMP's) shall be used for erosion and sediment control on the construction site.
- (c) Disturbed areas shall be restored to the original or better condition.
- (d) It is the duty of the Contractor, the owner and the engineer to insure the construction of the project, including the letting of contracts in connection therewith, complies with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, or any local government or political subdivision to the extent that such requirements do not conflict with Federal laws and regulations and any regulations or policies established by the Local Governments and Rural Water Systems Improvements Board (Board).
- (e) The Contractor agrees to indemnify and save, release and hold harmless the State of Mississippi, the Board, the Mississippi State Department of Health (Department), and all of their employees and officers from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of Contractor or Subcontractor or their agents or employees or any other parties arising out of or incident to, any and all work under the terms of this contract.
- (f) Upon execution of this contract between the Owner and the Contractor, the State of Mississippi, the Board, the Department, and all their employees and officers do not assume any authorities, duties, responsibilities, or liabilities under such contract.
- (g) The State of Mississippi, the Board, the Department and all their employees and officers, do not have any authority, duty, responsibility, or liability in contract claims identification, negotiation, resolution, or any other actions regarding contract claims under this contract.
- (h) No actions taken by the State of Mississippi, the Board, the Department and all their employees and officers either directly or indirectly, in regard to this contract constitute or establish any determinations, authority, duty, responsibility, or liability under this contract.
- (i) The Owner and the Contractor must resolve all claims and contract disputes, as provided in the contract documents, prior to the Owner's submission of any documents regarding DWSIRLF loan participation to the Department.

SECTION 2 - GENERAL CONDITIONS:

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(NOTE - The following clause applies to (1) any sub-agreement negotiated between the Loan Recipient and its Contractor in excess of \$100,000; (2) negotiated sub-agreement amendments or change orders in excess of \$100,000 affecting the price of formally advertised, competitively awarded, fixed price sub-agreement, or (3) any lower tier sub-agreement or purchase order in excess of \$100,000 under a sub-agreement other than a formally advertised, competitively awarded, fixed price sub-agreement. This clause does not apply to sub-agreements awarded on the basis of effective price competition.)

- (a) The Contractor and Subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated sub-agreements, lower tier sub-agreements and change orders is based on current, accurate and complete data supported by their books and records. If the Loan Recipient or Department Staff determine that any price (including profit) negotiated in connection with this sub-agreement, lower tier sub-agreement or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the sub-agreement in writing to reflect such action.
- (b) Failure to agree on a reduction shall be subject to the remedies clause of this sub-agreement.

(Note - Since the agreement is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier sub-agreements, the Contractor may wish to include a clause in each lower tier sub-agreement requiring the lower tier subcontractor to appropriately indemnify the Contractor. It is also expected that any lower tier Subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data submitted by lower tier contractors.)

AUDIT - ACCESS TO RECORDS

- (a) The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on State funded work under this sub-agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR Part 30 in effect on the date of execution of this sub-agreement. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 33.290 for any negotiated sub-agreement or change order and a copy of the cost summary submitted to the Loan Recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the Loan Recipient, and (the State of Mississippi) or any of their authorized representatives shall have access to all such books,

records, documents and either evidence for the purpose of inspection audit and copying during normal business hours. The Contractor shall provide proper facilities for such access and inspection.

- (b) If this is a formally advertised, competitively awarded, fixed price sub-agreement, the Contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and sub-agreement amendments affecting the sub-agreement price. In the case of all other types of prime sub-agreements, the Contractor agrees to make paragraphs (a) through (g) applicable to all sub-agreements be awarded in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
- (c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).
- (d) The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
- (e) Records under paragraphs (a) and (b) above shall be maintained by the Contractor during performance on State assisted work under this sub-agreement and for the time periods specified in 40 CFR Part 30. In addition, those records which relate to any controversy arising under a State assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the Contractor for the time periods specified in 40 CFR Part 30.
- (f) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
- (g) This right of access clause applies to financial records pertaining to all sub-agreements (except formally advertised competitively awarded, fixed price sub-agreements) and all sub-agreement change orders regardless of the type of sub-agreement, and all sub-agreement amendments regardless of the type of sub-agreement. In addition this right of access applies to all records pertaining to all sub-agreements, sub-agreement change orders and sub-agreement amendments:
 - (1) To the extent the records pertain directly to sub-agreement performance;
 - (2) If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
 - (3) If the sub-agreement is terminated for default or for convenience.

COVENANT AGAINST CONTINGENT FEES

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this sub-agreement upon an agreement or understand for a commission, percentage, brokerage or contingent fee excepting bonafide employees or bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the Loan Recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage brokerage or contingent fee.

GRATUITIES

- (a) If the Loan Recipient finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Loan Recipient, the State in an attempt to secure a sub-agreement or favorable treatment in awarding, amending or making any determination related to the performance of this sub-agreement, the Loan Recipient may, by written notice to the Contractor, terminate this sub-agreement. The Loan Recipient may also pursue other rights and remedies that the law or this sub-agreement provides. However, the existence of the facts on which the Loan Recipient bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this sub-agreement.
- (b) In the event this sub-agreement is terminated as provided in paragraph (a) the Loan Recipient may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the sub-agreement by the Contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

SECTION 3 - EEO DOCUMENTS:

EEO Notice

Following is the standard language which must be incorporated into all solicitations for offers and bids on all DWSIRLF Loan Program - assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" which is included in the Nondiscrimination Provision, Labor Standards and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade:	Goals for female participation in each trade:
Insert goals for each year	6.9%
See Goals:	

These goals are applicable to all the Contractor's construction work (whether or not it is DWSIRLF Loan Program assisted) performed in the covered area. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performance.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontractor; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

SEE LABOR STANDARDS PROVISIONS AND NONDISCRIMINATION PROVISIONS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION

CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

EEO Specifications

Following is the standard language which must be incorporated into all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associates.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligation.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GOALS

The following goals for female and minority utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000.00.

EEO Goals applicable for this project:

Women: 1.1%

Minorities: 3.1%

Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000.00 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (See 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix B-80.

ECONOMIC AREAS

Area	Minority Goal (Percent)
1. MISSISSIPPI COUNTIES LOCATED IN MOBILE, AL AREA: 047 Mobile, AL	
SMSA Counties	
6025 Pascagoula - Moss Point, MS	16.9
MS – Jackson	
2. MISSISSIPPI COUNTIES LOCATED IN MEMPHIS, TN AREA: 055 Memphis, TN	
SMSA Counties	
4920 Memphis, TN-AR-MS	32.3
MS - Desoto,	
Non-SMSA Counties	
MS - Alcorn, Benton, Bolivar, Calhoun,	26.5
Carroll, Chickasaw, Clay, Coahoma, Grenada,	
Itawamba, Lafayette, Lee, Leflore, Marshall,	
Monroe, Montgomery, Panola, Pontotoc,	

Prentiss, Quitman, Sunflower, Tallahatchie,
Tate, Tippah, Tishomingo, Union, Washington,
Webster, Yalobusha

3. MISSISSIPPI:
112 Jackson, MS
SMSA Counties: 30.3
3560 Jackson, MS
MS - Hinds, Rankin
Non-SMSA Counties 32.0
MS - Attala, Choctaw, Claiborne, Clarke,
Copiah, Covington, Franklin, Holmes,
Humphreys, Issaquena, Jasper, Jefferson,
Jefferson Davis, Jones, Kemper, Lauderdale,
Lawrence, Leake, Lincoln, Lowndes, Madison,
Neshoba, Newton
4. MISSISSIPPI COUNTIES LOCATED IN NEW ORLEANS, LA AREA:
113 New Orleans, LA
SMSA Counties: 19.2
0920 Biloxi, Gulfport, MS
MS - Hancock, Harrison, Stone
Non-SMSA Counties 27.7
MS - Forrest, Lamar, Marion, Pearl River,
Perry, Pike, Walthall
5. MISSISSIPPI COUNTIES LOCATED IN BATON ROUGE, LA AREA:
114 Baton Rouge, LA 26.1
Non-SMSA Counties
MS - Adams, Amite, Wilkinson

40 CFR PART 8, EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as provided by law.
- (7) The Contractor will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or

orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentally or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the Agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Agency in the discharge of its primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to the Order with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Order and will carry out such sanctions and penalties for violation of the equal opportunity clause, as may be imposed upon contractors and subcontractors by the Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SPECIAL NOTICE #1
EEO DOCUMENTATION REQUIRED BY
FEDERAL EXECUTIVE ORDER 11246 AS AMENDED

Federal Executive Order 11246 requires an EEO commitment of the prime contractor and all subcontractors (in excess of \$10,000). EEO Affirmative Action is mandated throughout the duration of the contract.

Failure to submit the required EEO documentation may subject the Contractor to sanctions under Executive Order 11246.

THE LOW, RESPONSIVE, RESPONSIBLE BIDDER MUST FORWARD THE FOLLOWING ITEMS, IN DUPLICATE TO THE OWNER NO LATER THAN 10 DAYS AFTER BID OPENING. THE OWNER SHALL TRANSMIT 1 COPY TO DEQ WITHIN 14 DAYS AFTER BID OPENING.

1. DWSIRLF Project Number. Project Location. Type of Construction.
2. Copy of EEO-1 Report (Employer Information Report, annually submitted to the Equal Employment Opportunity Commission). Required for Firms with 100 employees or more.
3. Copy of the Affirmative Action Plan of the Contractor. Indicate company official responsible for EEO.
4. List of current construction contracts, with dollar amount. List contracting federal agency, if applicable.
5. Statistics concerning company percent workforce, permanent and temporary, by sex, race and trade.
6. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.
7. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.
8. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract. Subcontractors' contracts over \$10,000 must submit items one (1) through eight (8).
9. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
10. Contract Price. Duration of prime contract.

11. Each Contractor shall be required to maintain in their files a CC-257, monthly Employment Utilization Report, for each month of the construction period.

SECTION 4 - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBEs):

It is the policy of the Drinking Water State Revolving Loan Fund and the Environmental Protection Agency (EPA) to promote a “fair share” of sub-agreement awards to small, minority and women’s businesses for equipment, supplies, construction, and services. Compliance with these contract provisions is required in order for project costs to be eligible for DWSRF Funding. Failure on the part of the apparent successful bidder to submit required information to the loan recipient (Owner) may be considered by the owner in evaluation whether the bidder is responsive to bid requirements. This requirement is contained in Appendix E of the DWSIRLF Program Regulations.

The following procedures are to be followed for procurement under DWSIRLF construction loans:

If the successful bidder plans to enter into sub-agreements for construction, equipment, materials and/or supplies the bidder must submit to the owner within 10 days after bid opening, evidence of the affirmative steps taken to utilize small, minority and women’s businesses, as described under the section entitled “Submittal of MBE/WBE Documentation”. The affirmative steps are:

- (1) Ensure DBEs are made aware of contracting opportunities to the extent practicable, including placing DBEs on solicitation lists and soliciting them whenever there are potential sources;
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Assure that DBEs businesses are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of DBEs;
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;
- (5) Utilize the services and assistance of the Department of Economic and Community Development’s Rural Minority Business Development Center and the contract procurement centers (See The Department of Environmental Quality’s Minority and Women Business Enterprises Resource Directory for the locations of these centers);
- (6) Require the subcontractor to take the steps listed above, if the subcontractor awards sub-agreements.

For purposes of clarification:

- The term sub-agreement as used in this section refers to a subcontract for construction work or a purchase order for equipment, supplies and/or materials.
- This requirement applies to any DWSIRLF financially assisted procurement agreement or sub-agreement in excess of \$10,000.
- This requirement mandates two responsibilities; separate solicitations must be made of minority business enterprises and women's business enterprises.
- A minority business is a business, at least 51 percent of which is owned and controlled by minority group members (Black; Hispanic; Asian American; American Indian; and any other designations approved by the Office of Management and Budget). Any specific clarification concerning the ownership and/or control issues will be provided by the Department.
- A women's business is a business, at least 51 percent of which is owned and controlled by one or more women.
- The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.
- Solicitation should allow adequate time for price analysis; the Department requires that contact be made no later than 10 days before bid opening.
- Prime Contractors must include the project's MBE and WBE fair share objectives percentages in their requests for quotes (solicitations) to MBE and WBE firms.
- Efforts taken to comply with this requirement must be documented in detail; maintain records of firms contacted, including any negotiation efforts to reach competitive price levels, and awards to the designated firms.
- The prime contractor must utilize the services of "The Rural Minority Business Development Center" (RMBDC) and the "Contract Procurement Center" closest to the project. The RMBDC is operated by the Mississippi Department of Economic and Community Development, Minority Business Enterprise Division under a grant from the United States Department of Commerce - Minority Business Development Agency. The RMBDC provides technical, financial and contracting assistance to minority business enterprises. The U.S. Small Business Administration and the State of Mississippi jointly fund the Contract Procurement Centers. These centers, upon request, provide a listing of small, minority and women's businesses. They notify these businesses of contracting and subcontracting opportunities. Use of the services provided by centers does not

absolve the prime contractors from pursuing additional efforts to comply with this requirement.

- Bidders may rely on written representation by a subcontractor regarding its status as a minority or women's business. However, the Department will require any DBE that has not previously participated in an EPA or DWSIRLF funded project to submit a DBE certification from the Mississippi Department of Economic and Community Development; U.S. Small Business Administration's 8A Program or Mississippi Department of Transportation. If the firm does not have such DBE certification, or if the Department has reasonable cause to believe that a firm doing business is not a legitimate DBE, the Department will require that firm to submit appropriate data to prove ownership and control.
- Challenges to DBE status will not be accepted under the bid protest procedures. Any individual or firm that files a false statement may be prosecuted under U.S.C. 1001. If allegations are made that a firm misrepresented its status as a MBE/WBE, the matter may be investigated by the Office of the Inspector General, and, if appropriate, turned over to the Department of Justice for criminal and/or civil prosecution.
- Credit for DBE participation shall be granted for DBE firms performing a useful business function according to custom and practice in the industry. A DBE firm may further subcontract a portion of the work provided that such further subcontracting is in accordance with these contract documents and that the majority of work is being performed by the MBE or WBE firm having the contract. MBE/WBE participation will not be counted when the MBE and/or the WBE subcontracts back to the prime contractor.
- DBE firms serving as material and equipment suppliers under DWSIRLF funded projects will be credited toward the projects' DBE fair share objectives in accordance with the following definition and conditions:

A supplier is defined as a business which acts as a distributor of materials or equipment, and which provides a commercially useful function when such activity is traditional in the industry manufacturing the material or equipment supplied.

Commercially useful function normally includes:

- (1) Providing technical assistance to the purchaser prior to the purchase, during installation and after the supplies or equipment are placed in service;
- (2) Manufacturing or being first tier below manufacturer of the supplies or equipment supplied;

- (3) Providing functions other than just accepting and referring request for supplies or equipment to another party for direct shipment to a contractor.

DBE suppliers who provide a commercially useful service such as delivery to site, modification or assembly of purchased items at their place of operation or at the job site will have 100% of procurement value credited to the project's DBE fair share objectives;

DBE suppliers who serve as sales representatives of authorized dealers will have 25% of the procurement value credited to the project's DBE fair share objective. Haulers will receive 100% credit if they provide the material that is hauled. No credit will be granted for MBE/WBE suppliers who serve as passive conduits of funds for the purchase of supplies and/or equipment to some other, non-minority firm.

- Expenditures to DBE firms that act as a broker in a transaction will not be counted toward the DBE fair share objectives. A broker is a firm that does not, itself, perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business. A DBE firm will also be considered a broker if it subcontracts 50 percent or more of the work.
- Any proposed changes from the approved Small/Minority/Woman business participation after EEO/DBE approval shall be reported with the reason for the proposed deviation to and approved by the Department prior to initiation of the action.
- During construction of the project the Department may conduct an DBE Utilization Follow-up Review. Prime contractor(s) may be required to provide verification of reported DBE utilization. This verification may include invoices for supplies and/or equipment, pay requests from MBE and WBE subcontractors, etc.
- Each DWSIRLF loan recipient and its prime contractor shall be required to submit a DWSIRLF34 Form, Semi-annual DBE Utilization Report within seven (7) days after the end of each reporting period (April 7th and October 7th).

SUBMITTAL AND APPROVAL OF DBE DOCUMENTATION

The successful bidder shall submit the following documentation of good faith efforts to achieve the project's DBE fair share objectives:

A. If the fair share objectives were met:

1. Total dollar amount of proposed contract;

2. Total dollar amount of proposed DBE participation;
3. Percentage of proposed DBE participation;
4. Name, address, telephone number, contact person of each proposed DBE subcontractor and/or supplier, type of proposed subcontract and dollar amount, and identification of each subcontract as a DBE contractor, and;
5. Certification from each DBE firm declaring its status as a DBE firm, if they have not previously participated on a DWSIRLF funded project.

B. If the fair share objectives were not met:

1. Copies of solicitation letters from the successful bidder (delivered by certified mail, return receipt requested) mailed to DBE firms requesting proposals for specific subcontracting opportunities, material or supply needs and encouraging inquiries for further details. Solicitation letters must include the project's MBE and WBE percentages. Solicitation letters should have been sent in a timely manner (post marked no later than 10 days before bids were due). Letters that are general in nature and do not request quotes or proposals for specific subcontracting opportunities, equipment, material and supply needs will not be acceptable as good faith efforts to obtain MBE and WBE participation (See Sample letter from contractor to MBE/WBE firms on page SGC-28).
2. Copies of solicitation letters from the successful bidder to the Mississippi Rural Minority Business Development Center and the Contract Procurement Center closest to the project area requesting their assistance in identifying DBE firms.
3. If the successful bidder, in addition to solicitation letters, chose to use newspaper advertisements to solicit DBE firms (use of newspaper advertisements cannot be substituted for solicitation letters), documentation should include proof of publication of requests for proposals or bids in newspapers in the project's general area.
4. The successful bidder must submit a listing of those DBE firms from whom quotes or proposals were received who were not awarded subcontracts, for construction, equipment, supplies and/or materials. If a DBE did not receive a subcontract, the successful bidder must document that the subcontractor or supplier selected was lower in price than the DBE firm's proposal and that the scope of work or equipment/material purchase was the same as bid on by the DBE and not a reduced portion thereof.
5. If there are any DBE subcontracts (although the fair share objectives were not met) the information specified in Provisions 1-5 of Section A must be provided.

6. Once DBE documentation is submitted, the Department will determine if deficiencies exist in the DBE documentation. If the Department determines that such deficiencies are correctable, the successful bidder will be informed as to what actions must be taken to correct the deficiency. Award of the proposed construction contract will not be approved for loan participation until the corrective action has been taken.

Please be aware that DBE Documentation is a matter of bidder responsibility. Failure on the part of the low bidder to take the required corrective action will cause the loan recipient to determine whether the low bidder satisfied the required responsibility criteria and to reject any bidder that fails to meet the criteria.

**SAMPLE
LETTER FROM CONTRACTOR TO MBE/WBE FIRMS**

(CONTRACTOR'S LETTERHEAD)

Date

(MBE/WBE Name)
(Address)

RE: Project # DWI-L _____

Dear _____:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment. The project's MBE/WBE fair share objectives are _____% MBE and _____%WBE.

A Bid Schedule is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by _____(date) to be considered.

For further details, you are encouraged to call this office at (telephone number) and ask for (person's name) during normal business hours.

Sincerely,

(Name of Contractor)

Enclosure:

SECTION 5 - Davis Bacon and Related Acts Requirements:

Labor Standards Provisions for Federally Assisted Contracts

(a) The Recipient shall insure that the **subrecipient(s)** shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Loan recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The loan recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the loan recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the loan recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the loan recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The loan recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the

contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the loan recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the loan recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the loan recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting officer or loan recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5

(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5

(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and loan recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The loan recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The loan recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the loan recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the loan recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The **subrecipient** shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The **subrecipient** must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The **subrecipient** shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **subrecipient** must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. **Subrecipients** must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. **Subrecipients** shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The **subrecipient** shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The **subrecipient** shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **subrecipient** must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. **Subrecipients** must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the **subrecipient** shall verify evidence of fringe benefit

plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The **subrecipient** shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) **Subrecipients** must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

SECTION 6 - DWSIRLF Project Document Board:

Due to various notice and posting requirements, a suitable document board must be provided on site for all the required posters and other information. Where necessary, document board must be weatherization to protect all the documents.

At a minimum, project document board must be large enough to accommodate the postings of a description of the project (8½ x 11 Sheet), the required wage determinations and Davis Bacon Posters of the Davis Bacon Act (a provision of the federal capitalization grant requirements) the required EEO posters.

PROJECT DESCRIPTION

ATTENTION HATTIESBURG WATER CUSTOMERS

The City of Hattiesburg has accepted a loan through the Mississippi State Department of Health administered by the Mississippi Drinking Water System Improvements Revolving Loan Fund Program to rehabilitate Water Plant #1 by replacing the forced draft aerators with tray aerators. This project is partially funded by the EPA. You, as the customer, can look forward to improved quality of water upon completion of the project.

American Iron and Steel Provisions

This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 2014 (H.R. 3547). Section 436 states:

(a)(1) None of the funds made available by a State drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. (2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that –

- (1) Applying subsection (a) would be inconsistent with the public interest;
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
- (3) Inclusion of iron and steel products in the United States will increase the cost of the overall project by more than 25 percent.

Attachment 1

DBE Directory

CENTRAL MISSISSIPPI PROCUREMENT CENTER

DBE – LIST OF ELIGIBLES

MINORITY BUSINESS ENTERPRISES

A & E UNDERGROUND LLC
2120 MOSES ROAD
RAYMOND MS 39154
EDDIE FREEMAN
Free5036@bellsouth.net
601-832-8008
UNDERGROUND DIRECTIONAL DRILLING,
UTILITIES, SEWER, WATER

BARNES TRUCKING
2034 MILES STATION ROAD
HERMANVILLE MS 39086

ISAAC BARNES
601-885-6727 601-941-2043 (FAX)
HAULING, CLEARING, GRUBBING,
EXCAVATION

ENVIRONMENTAL RESEARCH &
DEVELOPMENT
1015 MEADOWS STREET
VICKSBURG MS 39180
MILTON BEVERLY
601-529-2317
ENVIR CONTROLS, RESEARCH, MGT
CONSULTING SERVICES

FISH & FISHER TRUCKING INC
405 BRIARWOOD DRIVE SUITE 105B
P O BOX 347
JACKSON MS 39206
601-899-9492 601-899-9972 (FAX)
HAULING, TRANSPORTATION OF
CONSTRUCTION ITEMS. "ICC DOT
AUTHORITY 48 STATES"

FISHER CONSTRUCTION INC.
P.O. BOX 16592
JACKSON, MS 39211
RENNA FISHER
GENERAL FREIGHT TRUCKING (LOCAL)
SITE PREP CONTRACTORS (DEMO)

FORTSON GROUP INC/INDUST SUPPLY CO.
P O BOX 3256
JACKSON MS 39207
ROBERT L WILLIAMS
601-948-2053 1-800-948-2058
601-948-2065 (FAX)
SITE WORK LANDSCAPING, DIRT WORK,
DEMOLITION, DEBRIS REMOVAL,
ELECTRICAL UTILITIES, GENERAL
CONSTRUCTION

TRACKLA SERVICES, INC.
P.O. BOX 821711
VICKSBURG, MS 39180
REXAL HEIDELBURG, PRESIDENT
(601) 619-9300 Fax (601) 619-9301
SITE PREPARATION (clearing and grubbing),
CONCRETE CULVERTS & DRAINAGE
STRUCTURES, LAYING PIPE AND HAULING

L SCOTT CONSTRUCTION COMPANY
84 EAST FRANKLIN STREET
NATCHEZ MS 39120
LEE EDWARD SCOTT
601-446-7535 601-442-3457
CONCRETE, CURB AND GUTTER, EROSION
CONTROL, CONCRETE AND ASPHALT
REMOVAL, EXCAVATION, GRANULAR
MATERIALS, SPREADING AND
COMPACTING

LARRY HARPER dba HARPERS
CONSTRUCTION
1917 ROBINSON STREET
JACKSON MS 39209
LARRY D HARPER
lharp@jam.rr.com
601-352-4039 601-353-5963 (FAX)
CONSTRUCTION CLEANUP, SITE CLEANUP,
HAULING, DIRT REMOVAL

MAC CONSTRUCTION COMPANY
2440 BAILEY AVENUE, SUITE D
JACKSON MS 39213
MARCUS WALLACE
Wallgroup2@yahoo.com
601-362-1852
DEMOLITION, HAULING, PAINTING,
FOUNDATION, ETC., SITE PREPARATION

MULTI-CON INC
P O BOX 9325
JACKSON MS 39286
JOE COLLINS
Multiconelec@jam.rr.com
601-922-7777 601-982-1522 (FAX)
ELECTRICAL WORK

SOCRATES GARRETT ENTERPRISES INC
2659 LIVINGSTON ROAD
JACKSON MS 39213
601-896-0084
SITE PREPARATION & ASPHALT, WATER &
SEWER LINES, CONSTRUCTION SAND AND
GRAVEL MINING

CENTRAL MISSISSIPPI PROCUREMENT CENTER

3-J DIRTWORK COMPANY INC
708 MAIN STREET
UTICA MS 39175
HOMERO G JIMENEZ
jimenezh@bellsouth.net
601-885-8649
EXCAVATION WORK, SITE PREPARATION

U S COATING SPECIALTIES & SUPPLIES
125 WEST MAYES STREET
JACKSON MS 39213
EARL WASHINGTON
601-981-8986 601-981-9583 (FAX)
EPOXY APPLICATION, STRIPING,
WATERPROOFING, CHEMICAL & ALLIED
PRODUCTS, POLYURETHANE COATING

WALTON BULLDOZER SERVICE
295 WALTON LANE
VICKSBURG MS 39180
DONALD WALTON
601-636-0352
EXCAVATION, GRADING & DIRT WORK

WALTON CONSTRUCTION OF MS, LLC
295 WALTON LANE
VICKSBURG, MS 39183
DONALD WALTON, OWNER
601-856-2232 (601) 856-4840 (FAX)
SITE PREPARATION, DEMOLITION, CLEARING
& GRUBBING, MINOR STRUCTURE CONCRETE

WOMEN BUSINESS ENTERPRISES

AMERICAN FIELD SERVICE CORP
110 AMERICAN WAY
MADISON MS 39110
CYNTHIA B WARNER
601-853-1000
CONCRETE WORK

EZ ENTERPRISES INC
4030 COKER ROAD
MADISON MS 39110
KATHRYN R ZIGLAR
zigxnms@aol.com
601-856-2292 601-856-2238
WATER, SEWAGE, PIPELINE, UNDERGROUND
BORING

FORNEA ROAD BORING CO INC
P O BOX 16141
JACKSON MS 39236
TONIA FORNEA-BALLARD
601-362-0139 601-362-0139 (FAX)
ROAD BORING, UNDERGROUND UTILITIES,
POWER AND CONSTRUCTION LINES,
WATER/SEWER LINES AND RELATED
SERVICES

LAMMONS, INC. 0
BRIDGETT LAMMONS
P.O. BOX 126
CLINTON, MS 39060
lesiarouse@hotmail.com
601-925-1900 601-922-6083 (FAX)
WATER & WASTEWATER EQUIPMENT
SUPPLIER, PUMPS & VALVES

LEWIS ELECTRIC, INC. 0
SYLVIA RUSSELL
P.O. BOX 320337
FLOWOOD, MS 39232
sibby@lewiselectricinc.org
601-932-0101 601-709-0866 (FAX)
ELECTRICAL CONTRACTORS & OTHER
WIRING INSTALLATION CONTROATORS

RYAN HYDRICK CONSTRUCTION LLC
201 MAGNOLIA TRAIL
BRANDON MS 39047
NANCY HYDRICK
601-992-7169
CONSTRUCTION, SAND & GRAVEL, ASPHALT

SOUTHERN CONSULTANTS INC
5740 COUNTY CORK ROAD
JACKSON MS 39206
SUSAN H LUNARDINI
601-957-0999 957-9332 (FAX)
ENGINEERING SERVICES

SOUTHERN PINES ELECTRICAL
CONTRACTORS
100 ROCKHAVEN ROAD
BRANDON MS 39042
KATHY SMITH-KING
601-825-7867 601-825-1939 (FAX)
ELECTRICAL WORK

SUN-BELT HEAVY HAULERS INC
P O BOX 726
HAZLEHURST MS 39083
PATRICIA HUNT
601-892-5346 601-892-3998 (FAX)
HEAVY HAULING, TRUCKING

TREMAC RESTEEL INC
P O BOX 1422
MADISON MS 39130
PHYLISS TREVATHAN
601-853-3123 601-853-3559 (FAX)
INSTALLATION AND REINFORCING STEEL

WILLIAMS & SONS, INC.
1215 FAIRMONT AVENUE
JACKSON, MS 39204
SARAH WILLIAMS, PRESIDENT
601-948-2084
HAULING

CONTRACT PROCUREMENT CENTER (GULF COAST)

MINORITY BUSINESS ENTERPRISES

ACE CONSTRUCTION COMPANY
P O BOX 6354
D'IBERVILLE MS 39540
KEVIN F DAVIS
228-396-1007
CURB AND GUTTER, CLEARING AND
GRUBBING, ASPHALT & CONCRETE PAVING

APOLLO MAINTENANCE & CONSTRUCTION
INC
102 NORTH 10TH AVENUE
HATTIESBURG MS 39401
Apollo39401@yahoo.com
601-582-9103
EXCAVATION WORK

G M & R CONSTRUCTION COMPANY
P O BOX 2579
BAY ST LOUIS MS 39521
HENRY MARTINEZ
henry@gmandr.com
228-467-0872 228-466-3945 (FAX)
MUNICIPAL & PUBLIC WORKS
CONSTRUCTION

FELIX LEE ELECTRIC LLC
14005 DUNDEE COVE
GULFPORT MS 39503
FELIX L LEE
Snip1368@aol.com
228-832-6520 228-539-4147 (FAX)
ELECTRICAL WORK

J. T. & SON'S CONSTRUCTION INC
205 PINE STREET
MCCOMB MS 39648
JOHNNY TURNER
601-249-2808
GENERAL CONSTRUCTION

LANDSHAPERS INC
P O BOX 995
GULFPORT MS 39501
ROBERT PARKER
228-863-8996
ASPHALT PAVING, MINOR CONCRETE, DIRT
WORK & LANDSCAPING

WOMEN BUSINESS ENTERPRISES

ABC UTILITY COMPANY INC
P O BOX 17799
HATTIESBURG MS 39401
VIRGINIA CATT

601-544-1225
PUBLIC WORKS CONSTRUCTION
ALL-STATES MASONRY CONSTRUCTION
105 DEANNA STREET
P O BOX 2935
GULFPORT MS 39505
WANDA L BENEFIELD
228-832-3653 228-832-3672 (FAX)
MASONRY WORK

BENVENUTTI ELECTRICAL APPARATUS
17865 16TH STREET SUITE C
GULFPORT MS 39503
MARY ANN BENVENUTTI
228-831-0445 832-8105 (FAX)
ELECTRICAL EQUIPMENT & SUPPLIES, NEC

BROOME LLC
P O BOX 16147
HATTIESBURG MS 39404
BETTIE JANE BROOME
601-583-6551 601-583-6552 (FAX)
DIRT WORK, WATER & SEWER LINE, CURB &
GUTTER, EROSION CONTROL CONTRACTOR,
CONCRETE FOUNDATIONS, STRUCTURE
CONTRACTOR

C B DEVELOPERS INC
672 JERICHO LOOP
MCLAIN MS 39456
SHERRY BRELAND
csmhbreland@cs.com
601-753-9200 601-753-2622 (FAX)
WATER, SEWER, PIPELINE CONSTRUCTION

COASTAL HYDROGRASS INC
12400 LISA DRIVE
GULFPORT MS 39503
LISA MCINTOSH
228-831-0030 228-831-0412 (FAX)
EROSION CONTROL HYDROSEEDING,
SEEDING AND MULCHING

GFH
P. O BOX 130
LONG BEACH MS 39560
DAWN PARKER LOCKHART
228-596-1008 228-868-1060 (FAX)
EROSION CONTROL, CLEARING & GRUBBING,
SUPPLIER OF AGGERATES

J W LEE COMPANY INC
10131 SOUTHPARK DRIVE
GULFPORT MS 39503
JENNY M LEE
jlee796869@aol.com
228-896-5330 228-896-5312 (FAX)
WATER, SEWER, PIPELINE CONSTRUCTION

CONTRACT PROCUREMENT CENTER (GULF COAST)

LANDMARK CONTRACTING INC
P O BOX 2391
GULFPORT MS 39505
SUE B WALLER
228-831-4425 228-831-4467 (FAX)
CONCRETE PAVING, CONCRETE RAILING,
BARRIER WALLS, CURB AND GUTTER, MINOR
CONCRETE STRUCTURES, PIPE, DRAINAGE

MS CONCRETE CUTTING
P O BOX 6697
DIBERVILLE MS 39540
REGINA L MARCUM
Regimarc2@aol.com
228-872-5808
CONCRETE WORK

TITAN CONSTRUCTION
59 PARISH ROAD
PERKINSTON MS 39573
PAM WHITE
601-528-9848 228-860-3996 601-528-9848 (FAX)
CONSTRUCTION: RESIDENTIAL, CONCRETE:
SIDEWALKS, CURB AND GUTTERS, EROSION
CONTROL, SILT FENCING

T & S DEBRIS REMOVAL SERVICE
465 CHRISTIAN UNION ROAD
SUMRALL MS 39482
KEISHA NOBLES
tsdebrisremoval@aol.com
601-736-9908 601-736-5919 (FAX)
SITE PREPARATION CONTRACTORS, DEBRI
REMOVAL

DELTA CONTRACT PROCUREMENT CENTER

MINORITY BUSINESS ENTERPRISES

ACC INCORPORATED
10253 D'IBERVILLE BLVD
D'IBERVILLE, MS 39540
AARON DAVIS
662-834-1479 601-4458-2087 228-392-9192(FAX)
LANDSCAPING, REMOVAL, SOD, GRASS,
CONCRETE, SITE PREPARATION,
CONSTRUCTION OF WALKWAYS, RETAINING
WALLS, DECKS, FENCES, AND PONDS

BLACKHAWK CONSTRUCTION & TRANSPORT
ROUTE 1 BOX 358A
COILA MS 38923
JOHN S JORDAN
Blackhawkconstruction@hotmail.com
662-237-4365
TRUCKING, HAULING, CONCRETE, DREDGING

DOUGLAS BROTHERS CONSTRUCTION
P O BOX 631
MOOREHEAD MS 38761
662-246-5341
PIPE, INLETS, SITE PREP. CONTRACTORS,
WATER/SEWER LINES, BOX CULVERTS,
MINOR CONCRETE WORK AND PLACING RIP-
RAP

GREGORY BELL CONSTRUCTION COMPANY
P O BOX 148
ANGUILLA MS 38721
GREGORY BELL
GBCon01@bellsouth.net
662-873-6624
SITE PREPARATION CONTRACTORS

HOOVER'S ELECTRIC, PLUMBING, HEAT & A/C,
INC.
623 MAIN STREET
GREENWOOD, MS 38930
JOHN HOOVER
662-453-0999 662-453-6237 (FAX)

J & L TRUCKING
1781 RANCH ROAD
HERNANDO MS 38632
JERRY L BELL
662-429-0904
HAULING ASPHALT, GRAVEL, SAND

JEHOVAH TRUCKING
20462 HWY 330 WEST
TILLATOBA MS 38961
KIP PROFIT
Kip94@bellsouth.net
662-675-2540
TRUCKING, HAULING ASPHALT, GRAVEL

NELSON PLUMBING INC
3889 ROBERTSON ROAD
NESBIT MS 38651
HATTIE NELSON
wnelson@nelson-inc.net
901-332-5670 901-332-5680 (FAX)
WATER, SEWER, PIPELINE CONSTRUCTION

ROBY CONSTRUCTION COMPANY INC
703 TALLAHATCHIE STREET
GREENWOOD MS 38930
JIMMIE L ROBY
662-455-6655 662-453-5122 (FAX)
EXCAVATION AND EMBANKMENT,
SPREADING AND COMPACTING OF
GRANULAR MATERIAL, CLEARING AND
GRUBBING, LAYING OF PIPE

TARRASCO STEEL
1941 HIGHWAY 82 WEST
GREENVILLE MS 38701
JOSE GONZALEZ
662-344-1711 662-344-1742 (FAX)
INSTALLATION OF REINFORCING STEEL

TOWNES CONSTRUCTION COMPANY, INC.
16398 HWY 8 WEST
GRENADA, MS 38901
ARMSTEAD TOWNES, III- PRESIDENT
662-226-4816 662-417-0101
SITE PREPARATION, LOAD & HAULING
CONSTRUCTION MATERIALS, PIPE AND
CONCRETE FOOTING FOR SIGN POST
INCLUDING INSTALLATION OF STEEL
RELATED SUPPLIER, SUPPLIER OF SAND AND
GRAVEL

WOMEN BUSINESS ENTERPRISES

FLOYD CONSTRUCTION & DEVELOPMENT INC
1505 GENIE FAIRWAY
GREENVILLE MS 38701
ELIZABETH FLOYD
662-347-9417 662-332-6783 (FAX)
EQUIPMENT, CONSTRUCTION

MATT JOHNSON ELECTRIC LLC
4328 UNION ROAD
SARDIS MS 38666
MATT JOHNSON
662-487-3188
ELECTRICAL WORK

DELTA CONTRACT PROCUREMENT CENTER

MEMPHIS ROAD BORING CO INC
P O BOX 1280
OLIVE BRANCH MS 38654
MARGO E DODSON
axidntiam@aol.com
662-895-7156 901-526-6582 (FAX)
ROAD BORING

QUINN CONTRACTING INC
24590 HIGHWAY 370 WEST
FAULKNER MS 38629
JANET QUINN
dfq@dixie-net.com
662-837-8778 662-837-8334 (FAX)
GRADING, CONCRETE WORK & DRAINAGE

ROBY CONSTRUCTION COMPANY INC
703 TALLAHATCHIE STREET SUITE 3
GREENWOOD MS 38930
JIMMIE L ROBY
662-455-6655 662-453-5122 (FAX)
EXCAVATION AND EMBANKMENT,
SPREADING AND COMPACTING OF
GRANULAR MATERIAL, CLEARING AND
GRUBBING, LAYING OF PIPE

SPECIALTY SUPPLY COMPANY INC
P O BOX 1121
GREENVILLE MS 38702
TRACY PROVENZA
662-378-2622 ;662-378-2625 (FAX)
ELECTRICAL APPARATUS

S-W ELECTRIC LLC
P O BOX 9087
GREENWOOD MS 38930
SHIRLEY OVERLEY
robertoverley@bellsouth.net
662-455-2060 662-299-8038 (FAX)
ELECTRICAL CONTRACTORS

VAIL CONSTRUCTION INC
ROUTE 2 BOX 201B
WINONA MS 38967
KAY VAIL
kayhvail@hotmail.com
662-283-5579 662-417-1892 (FAX)
DIRTWORK, HAULING,

EAST CENTRAL REGIONAL PROCUREMENT CENTER

MINORITY BUSINESS ENTERPRISES

BURTON CONSTRUCTION INC
P O BOX 3241
MERIDIAN MS 39303
DERRICK BURTON
601-485-7860 601-485-7817(FAX)
WATER, SEWER, PIPELINE, PLUMBING, AIR
CONDITIONING

BUSCO CONSTRUCTION
609 12TH AVENUE
MERIDIAN MS 39301
ROY L BUSSEY II
buscoconstruction@hotmail.com
601-454-5580 601-622-4037 601-484-5580 (FAX)
GENERAL CONTRACTOR, BUILDING INTERIOR
FINISHING WORK

CHEROKEE ELECTRIC COMPANY INC
1747 SKYLINE ROAD
MERIDIAN MS 39301
NORMA JEAN GIST
601-483-8431
ELECTRICAL WORK

CONSTRUCTION PLUS
P O BOX 4344
MERIDIAN MS 39304
EARL LOGAN SR
earllogan@bellsouth.net
601-938-5769 601-693-2000 (FAX)
SITE PREPARATION CONTRACTOR,
EXCAVATION WORK & DRAINAGE

WOMEN BUSINESS ENTERPRISES

C & O DIRT SERVICE
P O BOX 191
RALEIGH MS 39153
CHRISTY ARENDER
601-782-9015 601-782-9011 (FAX)
HEAVY CONSTRUCTION, EXCAVATION
WORK, HAULING

DAVIDSON HAULING & CONSTRUCTION INC
P O BOX 665
MERIDIAN MS 39342
601-482-1815
DIANE DAVIDSON
HAULING, PIPE, PLACING OF RIP-RAP,
INSTALLATION, REMOVAL AND REPAIR OF
UNDERGROUND STORAGE TANK, SITE
PREPARATION

J & M INC
3219 MINNOW BUCKET ROAD
TOOMSUBA MS 39364
JUDY WARD
601-632-4534 601-632-1904 (FAX)
SMALL BRIDGES, CONCRETE STRUCTURES,
DIRT EXCAVATION, PIPE, CLEARING AND
GRUBBING, UNDER/SIDE DRAIN AND
GEOTEXILE FABRIC FOR SUBSURFACE
DRAINAGE

LANDRUM CONSTRUCTION INC
2001 HIGHWAY 37
RALEIGH MS 39153
JODY LANDRUM
601-782-4958
HEAVY CONSTRUCTION, NEC

RJM MCQUEEN CONTRACTING INC
12 MCQUEEN LANE
COLLINS MS 39428
601-765-6563 601-943-6420 (FAX)
EROSION CONTROL, CURB/GUTTER, MINOR
CONCRETE STRUCTURES, HAULING, LIME,
STABILIZATION, GRANULAR MATERIALS,
SPREADING & COMPACTING, DBST PAVING,
CONCRETE BRIDGE RAILING, ASPHALT
REPAIR, LEAVING, OVERLAY, CONCRETE
ISLAND, INSTALLATION OF REINFORCING
STEEL FOR BRIDGE AND BOX CULVERT

NORTHEAST MISSISSIPPI PROCUREMENT CENTER

MINORITY BUSINESS ENTERPRISES

AGNEW TRUCKING
201 CR 553
RIPLEY MS 38663
662-837-2721
JERRY AGNEW
HAULING, GENERAL FREIGHT TRUCKING

BUDDY AYERS CONSTRUCTION INC
202 AYERS ROAD
CORINTH MS 38834
BUDDY AYERS
662-287-2296 662-287-4668
SITE CLEARING, EXCAVATION, AND STORM
DRAINAGE, HIGHWAYS, STREETS, & BRIDGES

CLOPTON CONTRACTORS INC
20366 EGYPT ROAD
ABERDEEN MS 39730
MICHAEL CLOPTON
Joyce_james_1999@yahoo.com
662-369-9538 662-369-9657 (FAX)
HEAVY CONSTRUCTION, SPECIAL TRADE
CONTRACTORS

COLYER'S BACKHOE & TRUCKING
760 CR 503
RIPLEY MS 38663
JAMES W COLYER
Colyer55@hotmail.com
662-837-4072 662-223-5379 (FAX)
SITE PREPARATION, EXCAVATION, TRUCKING

4-D CONSTRUCTION COMPANY INC
P O BOX 127
LOUISVILLE MS 39339
K R DEMPSEY
662-773-4739 662-773-2095 (FAX)
WATER SUPPLY AND IRRIGATION SYSTEMS,
SEWAGE TREATMENT FACILITIES,
HIGHWAYS, STREET AND BRIDGE
CONSTRUCTION

DAVCO LLC
819 CARVER STREET
WEST POINT MS 39773
JIMMY DAVIDSON
662-275-3834 662-494-2469 (FAX)
BUILDING ALTERATION AND RENOVATION,
CLEARING, GRUBBING, HAULING

ELECTRICAL SERVICES PLUS LLC
871 PALMETTO ROAD
TUPELO MS 38801
ANTHONY SYKES
antdhandman@yahoo.com
662-566-4128
ELECTRICAL WORK

HERNANDEZ, INC.
P. O. BOX 66
AMORY, MS 38821
LARRY HERNANDEZ
662-256-7817 662-256-8361 (FAX)
PLACING OF GRANULAR MATERIALS, RIP-
RAP, PIPE, DIRTWORK AND EXCAVATION,
CLEARING & GRUBBING

MS PAVING & CONSTRUCTION
P O BOX 237
MATHISTON MS 39752
HAROLD GUYTON
662-323-7277 662-323-7145 (FAX)
PAVING, ASPHALT & CONCRETE, STREET &
BRIDGE CONSTRUCTION, SITE PREP.

TUCKER TRUCKING
353 ALLEN CORNER ROAD
LAMAR MS 38642
MARK TUCKER
662-252-9916
TRUCKING HEAVY CONSTRUCTION

WOMEN BUSINESS ENTERPRISES

ATWOOD FENCE COMPANY INC
P O BOX 565
KOSCIUSKO MS 39090
KAY ATWOOD
atwoodfence@aol.com
662-289-6338 662-289-6371 (FAX)
FENCING, SIGNING AND GUARD RAIL,
INSTALLATION OF SIGN STRUCTURE AND
MASK POLE

GATTMAN CONSTRUCTION CO
P O BOX 95
GATTMAN MS 38844
SHEILA RASBURY
662-256-4088
RIP-RAP & CRUSHED STONE SUPPLIER

G & C CONSTRUCTION LLC
538 A ROCK SPRINGS DRIVE
OXFORD MS 38655
KAREN GRONER
gcconstruction@dixie-net.com
662-234-8885
EXCAVATION WORK, DEBRI REMOVAL,
DIRTWORK

GREERS ELECTRIC INC
1190 A CR 628
DUMAS MS 38625
YVONNE GREER
bobbygreer@bellsouth.net
662-837-8510 662-837-0995 (FAX)
ELECTRICAL WORK

NORTHEAST MISSISSIPPI PROCUREMENT CENTER

HALL'S CONSTRUCTION COMPANY
1354 HIGHWAY 30 EAST
NEW ALBANY MS 38652
PATRICIA HALL
662-534-7158
HIGHWAYS, STREETS, AND BRIDGES (NO BDE
ALLOWED FOR CONTRACT HAULING)

HAWK SCADA
P.O. BOX 1865
STARKVILLE, MS 39760
MELANIE H. BOOTH
662-324-2721
WATER, WASTEWATER, SURFACE MINING
NATURAL-GAS, FM/AM BROADCASTING

HELLUMS TRUCKING COMPANY INC
P O BOX 308
DENNIS MS 38838
SHELLIE HELLUMS
662-454-3666
HAULING

INTERSTATE LANDSCAPING OF MS INC
20900 HWY 15 N
FAULKNER MS 38629
CATHY GRIFFIN
662-837-0079
SEEDING, SODDING, EROSION CONTROL,
PAVE DITCH, RIGHT OF WAY MARKERS,
UNDER/SIDE EDGE DRAIN, MINOR CONCRETE
STRUCTURE, BOX CULVERTS/BRIDGES AND
BRIDGE END PAVEMENT

NELL'S ELECTRICAL CONTRACTING
P O BOX 426
COLUMBUS MS 39703
IRNELL JONES
662-574-6320 601-327-6648 (FAX)
RESIDENTIAL, COMMERCIAL AND
INDUSTRIAL ELECTRICAL WORK

O W JACKSON SODDING
2096 CRAIG SPRINGS ROAD
STURGIS MS 39769
SYLVIA JACKSON
662-465-7530
SOIL EROSION CONTROL

PARKER SAND & GRAVEL
501 BARTON FERRY ROAD
COLUMBUS MS 39701
FLORENCE K PARKER
662-434-8555 662-434-8096 (FAX)
SAND & GRAVEL SUPPLIER

REA'S COUNTRY LANE CONSTRUCTION INC
102 RHODES STREET
HOUSTON MS 38851

662-456-9898 662-456-5815
DIRT EXCAVATION, GRADE AND DRAIN, PIPE
CLEARING AND GRUBBING, GRANULAR
MATERIALS, SPREADING, COMPACTING AND
RIP-RAP

TLSL INC
210 CR 770
WALNUT MS 38683
LORAIN NULL
662-223-5376 662-826-5913
EXCAVATION, GRANULAR MATERIALS,
SPREADING AND COMPACTING, PIPE,
CLEARING AND GRUBBING, EROSION
CONTROL

TULA TURF INC
14 COUNTY ROAD 466
OXFORD MS 38655
662-234-0376
LANDSCAPING, EROSION CONTROL

WALTER COMPANY INC
125 B MARTIN STREET
RIPLEY MS 38663
LESLIE WALKER
662-837-0040
TRANSPORTATION/HAULING OF LIQUID
ASPHALT, GENERAL FREIGHT TRUCKING
LOCAL

WMP CONSTRUCTION INC
420 TIBBEE DRIVE
COLUMBUS MS 39701
WENDY PETERSON
662-574-4052 662-327-3672 (FAX)
HEAVY CONSTRUCTION, WATER, SEWER,
PIPELINE CONSTRUCTION

OUT-OF-STATE MBE/WBE CONTRACTORS

MINORITY BUSINESS ENTERPRISES

CHARLES H HILL CONTRACTORS, INC
2183 FREEMONT STREET
MEMPHIS TN 38114
MARCEL HILL
901-744-3483 901-744-3485 (FAX)
HIGHWAY CONSTRUCTION, SITE PREPARATION CONTRACTORS (CLEARING, EXCAVATION),
LANDSCAPING AND UNDERDRAINS, EROSION CONTROL

GULF STATES CONSTRUCTORS LLC
P.O. BOX 982
METAIRIE LA 70004
IGNACIO C VILLANUEVA
504-887-6500
PILE DRIVING, CONCRETE FOUNDATIONS, ROAD BORING, DIRECTIONAL DRILLING

MILLER BUILDING GROUP
2233 OLIVE STREET
ST. LOUIS, MO 63103
JIMMIE MILLER
314-588-9006 314-581-9195
POURED CONCRETE FOUNDATION AND STRUCTURE S CONTRACTORS;
FINISH CARPENTRY CONTRACTORS

PICKWICK CONSTRUCTION COMPANY
P O BOX 253
COUNCE TN 38326
CHARLES IRONS
901-689-3353
ASPHALT PAVING, DIRT EXCAVATION, RIP-RAP, HAULING

POTTS DISTRIBUTING COMPANY
P O BOX 179
COLUMBIA LA 71418
MABLE POTTS
318-649-6133
SUPPLIER OF MASONRY UNITS, CONCRETE AND PLASTIC PIPES, METAL PIPES, FENCE AND
GUARDRAIL, TIMBER AND LUMBER, GEOTEXTILE, FABRICS AND GEOCOMPOSITE SYSTEMS, JOINT
MATERIALS, REVETMENT, HAULING, LUMBER, PLYWOOD, MILLWORK, DOORS, WINDOWS AND
WOOD PANEL

WBE BUSINESS ENTERPRISES

AIRFIELD ETC INC
3629 PRESCOTT ROAD
MEMPHIS, TN 38118
STEPHANIE POOLE
901-363-9210 901-795-5519 (FAX)
HIGHWAY, STREET & BRIDGE CONSTRUCTION, HIGH MAST AND TAXIWAY LIGHTING

L I SMITH & ASSOCIATES INC
302 NORTH CALDWELL STREET
PARIS TN 38242
LUCILE D SMITH
731-644-1014
SURVEY & STAKING

TECHNICAL SPECIFICATIONS

SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.1. WORK TO BE DONE

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and Incidentals to complete any work required by and in compliance with these Technical Specifications and as shown on the Contract Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Technical Specifications or Contract Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.2. WORK SEQUENCE

- A. All work to be done under the Contract shall be done with minimum inconvenience to the users of the system. The CONTRACTOR shall coordinate his work with private property OWNERS, if required, such that existing service is maintained to all users at all times.
- B. The CONTRACTOR shall construct the Work in stages to accommodate the OWNER'S use of the premises during the construction period and coordinate the construction schedule and operations with the ENGINEER.
- C. The CONTRACTOR shall construct the Work in stages to provide for public convenience.

1.3. CONSTRUCTION AREAS

- A. The CONTRACTOR shall limit his use of the construction areas for Work and for storage.
- B. The CONTRACTOR shall assume full responsibility for the protection, security and safekeeping of products under this Contract, stored on the site or additional storage areas.
- C. The CONTRACTOR shall obtain and pay for the use of additional storage or work areas needed for operations.

1.4. PLANS AND SPECIFICATIONS

- A. Specifications. The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent
 - 1. All work called for in the Technical Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Technical Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Technical Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that

only material and workmanship of the best quality is to be used, and interpretation of these Technical Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

1.5. ENVIRONMENTAL CONTROLS

- A. Provisions for Control of Erosion and Pollutants: Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Control measures must be adequate to assure that turbidity in the receiving waters will not be increased more than otherwise required by the state or other controlling agency. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion. CONTRACTOR shall be responsible for obtaining all permits in conjunction with the conveyance of storm water during construction activities.
- B. In the event of inclement weather CONTRACTOR and SUBCONTRACTORS will protect carefully the Work and materials against damage or injury from the weather. Damaged Work and materials shall be removed and replaced. If, in the opinion of ENGINEER, any portion of Work or materials shall have been damaged or injured by reason or failure on the part of the CONTRACTOR or SUBCONTRACTORS to so protect the Work, no additional time for removal and replacement will be given by the OWNER.
- C. Public Nuisance:
 - 1. The CONTRACTOR shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
 - 2. Sound levels from CONTRACTOR operations shall not exceed 45 dBA 7 PM to 7 AM or 55 dBA 7 AM to 7 PM. This sound level to be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at operating equipment shall not exceed 85 dBA at the equipment at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the ENGINEER for excessive noise shall not relieve the CONTRACTOR of any obligations under the contract, including, but not limited to, performance of the work at the contract time and contract price.
 - 3. No extra payment will be made for time lost due to work stoppage resulting from the creation of a public nuisance.
- D. Relocations
 - 1. The CONTRACTOR shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work. The cost of all such relocations shall be included in the bid.
- E. Permits
 - 1. Upon notice of award, the CONTRACTOR shall immediately apply for all applicable permits not previously obtained by the OWNER to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the ENGINEER. The costs for obtaining all permits shall be borne by the CONTRACTOR.
- F. Hazardous Locations
 - 1. In his operations in hazardous locations, the CONTRACTOR shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
 - 2. If a working area atmosphere is unsafe, the CONTRACTOR shall furnish, install, operate and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.

3. The CONTRACTOR shall also instruct and caution his employees and the employees of his SUBCONTRACTORS to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where hazardous gas could be present.

1.6. TEMPORARY UTILITIES

A. Temporary Water

1. The CONTRACTOR shall provide and pay for all water required for construction and consumptive purposes.
2. The CONTRACTOR shall install at each and every connection to the potable water supply a backflow preventer meeting the requirements of ASA A40.6, latest revision.

B. Temporary Sanitary Facilities

1. The CONTRACTOR shall provide sanitary facilities in compliance with the State Department of Health and the Office of Pollution Control regulations.
2. The CONTRACTOR shall service, clean, and maintain the facilities and enclosures.

- C. The CONTRACTOR shall provide pick-up and disposal of garbage not less than once per week.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1. DESCRIPTION

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the unit and lump sum prices listed herein.
- B. The items listed below beginning with Paragraph 1.3, refer to and are the same pay items listed in the Proposal. They constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, taxes, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the unit and lump sum pay items listed herein.
- C. Each bid price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

1.2. RELATED PROVISIONS SPECIFIED ELSEWHERE

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01 29 73.

1.3. MEASUREMENT AND PAYMENT

- A. Item 1 – Mobilization
 - 1. Description: Consists of moving all labor, equipment, supplies, and incidentals to the project site and removing same after other work under the contract has been completed. It shall also include all mobilization preconstruction costs which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items.
 - 2. Measurement and Payment: Will be in accordance with the following schedule:
 - a. When five percent of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), fifty (50) percent of the amount bid for mobilization, or five percent of the original contract amount, whichever is less, will be paid.
 - b. When ten (10) percent of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), one hundred (100) percent of the amount bid for mobilization will be paid.
- B. Item 2– Removal of Existing Aerators and Appurtenances
 - 1. Description: Item includes all Work associated with removing the existing aerators in the 1930's Aerator Building complete as shown and/or specified. Including but not limited to:
 - a. Removal of the existing forced draft aerators, motors, vents, etc.
 - b. Removal of cast stone panels as required to remove aerators.
 - 2. Measurement and Payment: The per each payment for this item will be full compensation for providing all Work required to complete the removal of one of the existing aerators as shown on the Drawings and/or specified and not specifically included under other items.
- C. Item 3 – Removal of Existing Piping and Appurtenances
 - 1. Description: Item includes all Work associated with removal of the existing piping in the 1930's Aerator Building. Including but not limited to:
 - a. Removal of 14" piping to the existing forced draft aerators,
 - b. Removal of the drains from the existing forced draft aerators,

- c. Saw cutting of existing piping, as necessary.
- 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work required to remove the existing piping, as shown on the Drawings and/or specified and not specifically included under other items.
- D. Item 4 – Removal and Re-installation of Venturi Meters and Appurtenances
 - 1. Description: Item includes all Work associated with the removal and re-installation of the existing Venturi meters. Including but not limited to:
 - a. Removing the Venturi meter from the aerator line in the 1930's Aerator Building,
 - b. Storing the meter in a secure location,
 - c. Repairing any damage to the meter or appurtenances,
 - d. Re-installing the meter when the new aerators are installed,
 - e. Re-calibrating the meter, as required.
 - 2. Measurement and Payment: The per each payment for this item will be full compensation for providing all Work required to complete each Venturi meter as shown on the Drawings and/or specified and not specifically included under other items.
- E. Item 5 - Installation of Tray Aerators and Appurtenances
 - 1. Description: Item includes all Work associated with installation of installation of tray aerators in the 1930's aerator building per specification section 44 42 13, Natural Draft Aeration Equipment. Including but not limited to:
 - a. Installation of tray aerators, including coke, catch pan, splash guards, and structural members,
 - b. Installation of anchor bolts,
 - c. Installation of concrete pads, steel pads, etc. as necessary to level the aerators,
 - d. Installation of flanged connections,
 - e. Re-installation of cast stone panels after the aerators are in the building.
 - 2. Measurement and Payment: The per each payment for this item will be full compensation for providing all Work required to complete installation of tray aerators Work as shown on the Drawings and/or specified and not specifically included under other items.
- F. Item 6 – Installation of Piping and Appurtenances
 - 1. Description: Item includes all Work associated with installation of piping in the 1930's aerator building complete as shown and/or specified. Including but not limited to:
 - a. 14" ductile iron inlet piping, fittings, flanges, etc. to each tray aerator,
 - b. Discharge piping from each tray aerator to the storage basin, piping to be sized by the aerator manufacturer,
 - c. Any required floor sleeves,
 - d. Any required equipment for connection to existing piping.
 - 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work required to complete the piping and appurtenances Work as shown on the Drawings and/or specified and not specifically included under other items.
- G. Item 7 - Installation of 14" Butterfly Valves and Appurtenances
 - 1. Description: Item includes all construction activities required to complete the installation of the butterfly valves for each of the new tray aerators as shown and/or specified.
 - 2. Measurement and Payment: Payment for valve installation will be per each valve unit. Payment will be full compensation for all work required to install the valve including, but not limited to, all valves, bolts, flanges, etc.
- H. Item 8 – Repair of Spalled Concrete
 - 1. Description: Item includes all Work associated with the repair of the spalled concrete in the 1930's aerator building as shown and/or specified. Including but not limited to:
 - a. Removing unsound concrete,

- b. Wet sandblasting,
 - c. Addition of tie steel, if required,
 - d. Shotcreting spalled areas,
 - e. Sealing.
 - 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all spalled concrete repair Work complete as shown on the Drawings and/or specified and not specifically included under other items.
- I. Item 9 – Painting of Building, Interior and Exterior
- 1. Description: Item includes all Work associated with the cleaning and painting of the exterior of the building, the interior of the building, and the piping as shown and/or specified including but not limited to:
 - a. Removal of all vegetation from the walls and roof,
 - b. Concrete walls and ceiling,
 - c. Exterior concrete,
 - d. Water piping,
 - e. Exterior brick and precast concrete,
 - f. Steps leading to the building.
 - 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work complete as shown on the Drawings and/or specified and not specifically included under other items.

1.4. DESCRIPTION OF ADDITIVE BID ITEMS

- A. None

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 00 PROJECT COORDINATION

PART 1 GENERAL

1.1. WORK PROGRESS

- A. The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the time stipulated in the contract. The Contractor will be assessed liquidated damages if the work is not completed within the time limit(s) stipulated in the Agreement.
- B. The water treatment plant may be shut down for brief periods of time. Unless authorized by the OWNER and ENGINEER the maximum allowable shut down period shall not exceed four hours. The Contractor shall coordinate with the OWNER and ENGINEER 24 hours prior to each shut down period.
- C. The 1930's aeration train may be shut down during construction. The shut down of the aerator train shall be coordinated with the OWNER and ENGINEER prior to construction.

1.2. PRIVATE LAND

- A. The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right of ways, or servitudes except by written permission of both the OWNER and the OWNER of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.3. WORK LOCATIONS

- A. Structures and pipelines shall be located substantially as indicated on the Drawings, but the ENGINEER reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the CONTRACTOR'S convenience and does not relieve him from laying and jointing different or additional items where required. Piping is shown in a schematic manner only and all items of piping may not be shown on the drawings. It is the CONTRACTOR'S responsibility to furnish all items necessary for a complete and operable system. If additional fittings, pipe, supports, flanges, couplings, concrete or other items are required for a complete and operable system, the CONTRACTOR shall furnish and install these items at his expense.

1.4. OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.
- B. Test Pits: Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.5. WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.6. MAINTENANCE OF FLOW

- A. The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.7. PROTECTION OF CONSTRUCTED WORK

- A. All newly constructed work shall be carefully protected from injury in any way. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16 PROGRESS SCHEDULE AND REPORTS

PART 1 GENERAL

1.1. GENERAL

- A. CONTRACTOR shall comply with the General Conditions.
- B. Submit revised progress schedules monthly.
- C. Schedules shall be coordinated with the ENGINEER.

1.2. SCHEDULE FORMAT

- A. Prepare schedules in the form on a horizontal bar chart.
 - 1. Provide separate horizontal bar for each unit process or operation.
 - 2. Horizontal time scale: identify the first work day of each week.
 - 3. Scale and spacing: Allow spacing for notations and future revisions.
 - 4. Minimum Sheet Size: 8-1/2- inches by 11-inches.

1.3. CONTENTS OF SCHEDULE

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction activities.
 - 2. Show projected dates for plant shut downs discussed in Section 01 31 00, Project Coordination.
 - 3. Show the dates for the beginning, and completion of each major element of construction.
 - 4. Show projected percentage of completion for each item, as of the first day of each month.

1.4. PROGRESS REVISIONS

- A. Schedule for Submittals and Shop Drawings
 - 1. Show the projected dates for submittals and shop drawings.
 - 2. The dates the approved submittals will be required from the ENGINEER.
 - 3. A brief description of the activity.
- B. Show changes occurring since the previous submission of the schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since the previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.5. PRECONSTRUCTION CONFERENCE

- A. CONTRACTOR shall provide to the OWNER and ENGINEER at the Preconstruction Meeting a preliminary schedule defining the planned operations during the first 60 calendar days after Notice to Proceed. The CONTRACTOR'S general approach for the balance of the Project shall be indicated.

1.6. PROJECT EXECUTION AND CONTROL REPORTING

- A. All change proposals shall be submitted to the ENGINEER using the "Contract Change Proposal" form to be provided by the ENGINEER.
- B. Each week the CONTRACTOR shall submit to the ENGINEER weekly construction report.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 19 PROJECT MEETINGS

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. The ENGINEER shall schedule and administer a preconstruction meeting and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, SUBCONTRACTORS and suppliers shall attend meetings. The representatives shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work. When the Work is not being performed consistently with the Contract Documents and construction schedules, the CONTRACTOR shall identify at the meetings the steps being taken to resolve the inconsistency.

1.2. PRE-CONSTRUCTION MEETING

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER's Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. SUBCONTRACTORS as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 - 6. Distribution of Contract Documents.
 - 7. Procedures for maintaining Record Documents.

8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Housekeeping procedures.
12. Insurance certifications.
13. Liquidated damages for delay.
14. Weekly job meetings.
15. Laboratory testing of material requirements.
16. Notice to Proceed and Final Completion date.

1.3. SPECIALLY CALLED MEETINGS

- A. Special called meetings will be when deemed necessary by the OWNER or ENGINEER, after the date of Notice to Proceed as required by progress of the Work.
- B. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. SUBCONTRACTORS as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- C. The following matters are expected to be addressed:
 1. Review of work progress.
 2. Field observations, problems, conflicts.
 3. Problems which impede Construction Schedule.
 4. Review of off-site fabrication, delivery schedules.
 5. Corrective measures and procedures to regain Construction Schedule.
 6. Revisions to Construction Schedule.
 7. Progress and schedule during succeeding work period.
 8. Payment applications and processing.
 9. Submittals.
 10. Maintenance of quality standards.
 11. Changes, substitutions, and Change Orders.
 12. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 13. Other matters as appropriate.
 14. Record drawings.
- D. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1. DEFINITIONS

- A. Preconstruction Submittals. Submittals which are required prior to beginning construction:
 - 1. Certificates of insurance
 - 2. Surety bonds
 - 3. List of proposed SUBCONTRACTORS
 - 4. List of proposed products
 - 5. Construction progress schedule
 - 6. Submittal register
 - 7. Health and safety plan
 - 8. Work plan
 - 9. Quality Control (QC) plan
 - 10. Environmental protection plan
- B. Shop Drawings
 - 1. Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.
 - 2. Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the CONTRACTOR for integrating the product or system into the project.
 - 3. Drawings prepared by or for the CONTRACTOR to show how multiple systems and interdisciplinary work will be coordinated.
- C. Product Data
 - 1. Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.
 - 2. Samples of warranty language when the contract requires extended product warranties.
- D. Samples
 - 1. Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.
 - 2. Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.
 - 3. Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.
- E. Design Data
 - 1. Design calculations, mix designs, analyses or other data pertaining to a part of work.
- F. Test Reports
 - 1. Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of contract award for the project.
 - 2. Report which includes findings of a test required to be performed by the CONTRACTOR on an actual portion of the work or prototype prepared for the project before shipment to job site.

3. Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.
 4. Investigation reports.
 5. Daily logs and checklists.
 6. Final acceptance test and operational test procedure.
- G. Certificates
1. Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project contract and clearly name the project.
 2. Document required of CONTRACTOR, or of a manufacturer, supplier, installer or SUBCONTRACTOR through CONTRACTOR. The document purpose is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods, or personnel qualifications.
 3. Confined space entry permits.
 4. Text of posted operating instructions.
- H. Manufacturer's Instructions
1. Preprinted material describing installation of a product, system or material, including special notices and (MSDS) concerning impedances, hazards and safety precautions.
- I. Manufacturer's Field Reports
1. Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and state the test results; and indicate whether the material, product, or system has passed or failed the test.
 2. Factory test reports.
- J. Operation and Maintenance Data
1. Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.
 2. This data is intended to be incorporated in an operations and maintenance manual or control system.
- K. Closeout Submittals
1. Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.
 2. Submittals required for Guiding Principle Validation (GPV) or Third-Party Certification (TPC).
 3. Special requirements necessary to properly close out a construction contract. for example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.
- L. Approving Authority
1. Office or designated person authorized to approve submittal.
- M. Work
1. As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

- N. Schedule submittals for these items throughout the course of construction as provided; do not wait until closeout.

1.2. PREPARATION

A. Transmittal Form

B. Source Drawings for Shop Drawings

1. The entire set of Source Drawing files (DWG) will not be provided to the CONTRACTOR. Only those requested by the CONTRACTOR to prepare shop drawings may be provided. Request the specific Drawing Number only for the preparation of Shop Drawings. These drawings may only be provided after award.
2. Terms and Conditions
 - a. Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse shall be at the sole risk of the CONTRACTOR and without liability or legal exposure to the OWNER. The CONTRACTOR must make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the OWNER, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The CONTRACTOR must, to the fullest extent permitted by law, indemnify and hold the OWNER harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.
 - b. These electronic Source Drawing files are not construction documents. Differences may exist between the Source Drawing files and the corresponding construction documents. The OWNER makes no representation regarding the accuracy or completeness of the electronic Source Drawing files, nor does it make representation to the compatibility of these files with the CONTRACTOR hardware or software. In the event that a conflict arises between the signed and sealed construction documents prepared by the OWNER and the furnished Source Drawing files, the signed and sealed construction documents govern. The CONTRACTOR is responsible for determining if any conflict exists. Use of these Source Drawing files does not relieve the CONTRACTOR of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all CONTRACTORS for the project. If the CONTRACTOR uses, duplicates or modifies these electronic Source Drawing files for use in producing construction data related to this contract, remove all previous indicia of ownership (seals, logos, signatures, initials and dates).

1.3. QUANTITY OF SUBMITTALS

A. Number of Samples

1. Submit two samples, or two sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by approving authority and one will be returned to CONTRACTOR.
2. Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.
3. Submit one sample installation, where directed.
4. Submit one sample of non-solid materials.

1.4. INFORMATION ONLY SUBMITTALS

- A. Normally submittals for information only will not be returned. Approval of the ENGINEER is not required on information only submittals. The OWNER reserves the right to require the CONTRACTOR to resubmit any item found not to comply with the contract. This does not relieve the CONTRACTOR from the obligation to furnish material conforming to the plans and specifications; will not prevent the ENGINEER from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the CONTRACTOR of the requirement to furnish samples for testing by the OWNER laboratory or for check testing by the OWNER in those instances where the technical specifications so prescribe.

1.5. SUBMITTAL REGISTER

- A. Prepare and maintain submittal register, as the work progresses. Include
 - 1. Column with specification section in which submittal is required.
 - 2. Column with each submittal description required in each specification section.
 - 3. Column with one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements.
- B. Thereafter, the CONTRACTOR is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the OWNER.
- C. CONTRACTOR Use of Submittal Register. Update the following fields in the submittal register with each submittal throughout contract.
 - 1. Transmittal Number: CONTRACTOR assigned list of consecutive numbers.
 - 2. Action Code
 - 3. Date of action used to record CONTRACTOR's review when forwarding submittals.
 - 4. List date of submittal transmission.
 - 5. List date approval received.
- D. Approving Authority Use of Submittal Register. Update the following fields in the submittal register program:
 - 1. Transmittal Number: CONTRACTOR assigned list of consecutive numbers.
 - 2. List date of submittal receipt.
 - 3. List Date related to review actions.
 - 4. List date returned to CONTRACTOR.
- E. Copies Delivered to the OWNER
 - 1. Deliver one copy of submittal register updated by CONTRACTOR to OWNER with each invoice request.

1.6. VARIATIONS

- A. Variations from contract requirements require both ENGINEER and OWNER and will be considered where advantageous to OWNER.
- B. Considering Variations
 - 1. Discussion with ENGINEER prior to submission, after consulting with the DOR, will help ensure functional and quality requirements are met and minimize rejections and re-submittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).
 - 2. Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the OWNER requiring rejection and removal of such work at no additional cost to the OWNER.
- C. Proposing Variations
 - 1. When proposing variation, deliver written request to the ENGINEER, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to OWNER, including the DOR's written analysis and approval. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.
- D. Warranting that Variations are Compatible
 - 1. When delivering a variation for approval, CONTRACTOR, including its Designer(s) of Record, warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.
- E. Review Schedule Extension

1. In addition to normal submittal review period, a period of 10 working days will be allowed for consideration by the OWNER of submittals with variations.

1.7. SCHEDULING

- A. Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals.
 1. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
 2. Submittals called for by the contract documents will be listed on the register. If a submittal is called for but does not pertain to the contract work, the CONTRACTOR is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the ENGINEER does not relieve the CONTRACTOR of supplying submittals required by the contract documents but which have been omitted from the register or marked "N/A."
 3. Re-submit register and annotate monthly by the CONTRACTOR with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
 4. Carefully control procurement operations to ensure that each individual submittal is made on or before the CONTRACTOR scheduled submittal date shown on the approved "Submittal Register."

1.8. REVIEW NOTATIONS

- A. Submittals will be returned to the CONTRACTOR with the following notations:
 1. Submittals marked "approved" or "accepted" authorize the CONTRACTOR to proceed with the work covered.
 2. Submittals marked "approved as noted" or "approved, except as noted, resubmittal not required," authorize the CONTRACTOR to proceed with the work covered provided he takes no exception to the corrections.
 3. Submittals marked "not approved" or "disapproved," or "revise and resubmit," indicate noncompliance with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until resubmittal is approved.
 4. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by CONTRACTOR, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by CONTRACTOR or for being incomplete, with appropriate action, coordination, or change.

1.9. DISAPPROVED SUBMITTALS

- A. Make corrections required by the ENGINEER. If the CONTRACTOR considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications; notice is required to be given to the ENGINEER. CONTRACTOR is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the OWNER requiring rejection and removal of such work at the CONTRACTOR's expense.
- B. If changes are necessary to submittals, make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.10. APPROVED SUBMITTALS

- A. The ENGINEER's approval or acceptance of submittals is not to be construed as a complete check.

- B. Approval or acceptance will not relieve the CONTRACTOR of the responsibility for any error which may exist, as the CONTRACTOR under the CONTRACTOR Quality Control (CQC) requirements of this contract is responsible for.
- C. After submittals have been approved or accepted by the ENGINEER, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.11. APPROVED SAMPLES

- A. Approval of a sample is only for the characteristics or use named in such approval and is not be construed to change or modify any contract requirements. Before submitting samples, the CONTRACTOR to assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.
- B. Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those which may be damaged in testing, will be returned to the CONTRACTOR, at his expense, upon completion of the contract. Samples not approved will also be returned to the CONTRACTOR at its expense, if so requested.
- C. Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. OWNER reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.
- D. Samples of various materials or equipment delivered on the site or in place may be taken by the ENGINEER for testing. Samples failing to meet contract requirements will automatically void previous approvals. CONTRACTOR to replace such materials or equipment to meet contract requirements.
- E. Approval of the CONTRACTOR's samples by the ENGINEER does not relieve the CONTRACTOR of his responsibilities under the contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 23

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall submit to the ENGINEER for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within 30 calendar days after the Effective Date of the Agreement, the CONTRACTOR shall submit to the ENGINEER a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the ENGINEER shall in no way relieve the CONTRACTOR from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The CONTRACTOR is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to ENGINEER.
 - 3. Date returned to CONTRACTOR (from ENGINEER).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Status of O&M manuals submittal.

1.2. CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the CONTRACTOR to check all drawings, data and samples prepared by or for him before submitting them to the ENGINEER for review. Each and every copy of the Drawings and data shall bear CONTRACTOR'S stamp showing that they have been so checked. Shop drawings submitted to the ENGINEER without the CONTRACTOR'S stamp or evidence that the CONTRACTOR has not performed the required review will be returned to the CONTRACTOR for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The CONTRACTOR shall furnish the ENGINEER a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings. This schedule shall indicate those that are critical to the progress schedule.
- D. The CONTRACTOR shall not begin any of the work covered by a shop drawing, project data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the ENGINEER marked no exceptions taken or make corrections noted.
- E. The CONTRACTOR shall submit to the ENGINEER all drawings and schedules sufficiently in advance of construction requirements to provide no less than 21 calendar days for checking and appropriate action from the time the ENGINEER receives them.

- F. The CONTRACTOR shall submit seven copies of shop drawings and descriptive or product data submittals to the ENGINEER for his use. The CONTRACTOR shall submit extra sets as required for his SUBCONTRACTORS, his suppliers, and his own use. The ENGINEER will review the prints and return three copies of the marked-up submittal with appropriate review comments.
- G. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by ENGINEER of the necessary Shop Drawings.

1.3. ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The ENGINEER'S review of drawings, data and samples submitted by the CONTRACTOR will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, omissions and materials;
 - 3. as approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- C. Resubmittals will be handled in the same manner as first submittals. The CONTRACTOR shall direct specific attention to revisions other than the corrections requested by the ENGINEER on previous submissions by written details or markings on the resubmitted Shop Drawings. The CONTRACTOR shall make any corrections required by the ENGINEER.
- D. The ENGINEER will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the CONTRACTOR. The cost of engineering shall be equal to the ENGINEER'S charges to the OWNER under the terms of the ENGINEER'S agreement with the OWNER.
- E. When the Shop Drawings have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the ENGINEER.
- F. No partial submittals will be reviewed. Submittals not complete will be returned to the CONTRACTOR, and will be considered "NOT APPROVED" until resubmitted.

1.4. PROCEDURE

- A. Submittal of Shop Drawings shall be made to the ENGINEER'S office in a sealed envelope, addressed with sufficient postage for sending by first class priority mail to: Shows, Dearman & Waits, Inc., 301 Second Ave, Hattiesburg, MS 39401.
- B. A "Contractor's Transmittal" form shall accompany each submission. If data for more than one Section of the Specifications is submitted, a separate transmittal form shall accompany the data submitted for each Section.
- C. At the beginning of each letter of transmittal and each letter of inquiry, a reference heading indicating the following shall be provided.
 - 1. OWNER's Name
 - 2. Project Name
 - 3. OWNER's Project No.
 - 4. Transmittal No.
 - 5. Section No.
- D. If Shop Drawing submittals show variation from the requirements of the Contract Documents, the CONTRACTOR shall make specific mention of such variation in his letter of transmittal.
- E. All shop Drawings submitted for approval shall have a title block with complete identifying information satisfactory to ENGINEER.
- F. All Shop Drawings submitted shall bear the stamp of approval and signature of the CONTRACTOR as evidence that they have been reviewed by the CONTRACTOR. Submittals without this stamp of

approval will not be reviewed by the ENGINEER and will be returned to the CONTRACTOR. The stamp shall contain the following minimum information:

Project Name: _____
CONTRACTOR'S NAME: _____
Date: _____
..... Reference
Item: _____
Specifications: _____
Section: _____
Page No.: _____
Para. No.: _____
Drawing No.: _____ of _____
Location: _____
Submittal No.: _____
Approved by: _____

G. A submittal number shall be assigned to each submittal by the CONTRACTOR as follows:

H. $\frac{\text{XXX}}{\text{Project No.}} - \frac{\text{XXX}}{\text{Consecutive Ref.No.}} - \frac{\text{XX}}{\text{Review No.}}$

1. Consecutive Reference No. - shall be a consecutive number of the submittals by the CONTRACTOR. for example, the first submittal shall be 001 and the one hundred and tenth shall be 110.
2. Review No. - is the number of times the submittal has been submitted for review, i.e., the first time is -01.
3. Example: The first submittal from the CONTRACTOR shall be S9-001-01
- I. The CONTRACTOR shall initially submit to the ENGINEER a minimum of two copies of all submittals. Submittals may be submitted electronically in PDF format. CONTRACTOR shall restrict his submittals to the following sizes only:
 1. 8-1/2-inch by 11-inch.
 2. 11-inch by 17-inch.
 3. 24-inch by 36-inch.
- J. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
 1. Approved.
 2. Approved as Noted.
 3. Approved as Noted-Resubmit.
 4. Not Approved.
 5. Comments Attached - Resubmit.
 6. Submit Specified Item.
- K. If a submittal is acceptable, it will be marked "Approved" or "Approved as Noted". One copy of the submittal will be returned to the CONTRACTOR.

- L. Upon return of a submittal marked "Approved" or "Approved as Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- M. If a Shop Drawing is marked "Approved as Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. In this case, the submittal will be marked "Approved as Noted-Resubmit".
- N. If a submittal is unacceptable, one copy will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Not Approved"
 - 2. "Comments Attached - Resubmit"
 - 3. "Submit Specified Item"
- O. Upon return of a submittal marked "Comments Attached- Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Not Approved" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- P. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- Q. Shop Drawings or other submittals not bearing the ENGINEER'S "Approved", "Approved as Noted" or "Comments Attached - Resubmit" notations shall not be issued to SUBCONTRACTORS nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- R. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.

1.5. SHOP DRAWINGS

- A. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for time required to make delivery of material or equipment after data covering such is approved. The CONTRACTOR shall assume the risk for all materials or equipment which are fabricated or delivered prior to the approval of Shop Drawings. No materials or equipment shall be incorporated into the Work nor will such be included in periodic progress payments until approval thereof has been obtained in the specified manner.
- B. The ENGINEER will review and process all submittals promptly, but a reasonable time should be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to the CONTRACTOR. The CONTRACTOR should allow a minimum of 45 days for each submittal review and/or response in preparation of his construction schedules. A minimum of two submittals should be anticipated for major products and equipment items.
- C. It is the CONTRACTOR'S responsibility to review submittals made by his suppliers and SUBCONTRACTORS before transmitting them to the ENGINEER to assure proper coordination of the Work and to determine that each submittal is in accordance with his desires and that there is sufficient information about materials and equipment for the ENGINEER to determine compliance with the Drawings and Specifications. Incomplete or inadequate submittals will be returned for revision without review.
- D. Approval of Shop Drawings shall not relieve the CONTRACTOR from the responsibility of furnishing materials and equipment of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. The

CONTRACTOR is responsible for dimensions which shall be confirmed and correlated at the job site. The CONTRACTOR is also responsible for information that pertains solely to the fabrication process or to the technique of construction and for the coordination of the Work of all trades.

- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. The CONTRACTOR shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one year.
- H. Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.
- I. Before final payment is made, the CONTRACTOR shall include in O&M manuals, separate for items without O&M manuals, five hard copy sets and one PDF electronic set of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.6. WORKING DRAWINGS

- A. Working drawings shall be considered to mean the CONTRACTOR'S plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.2, shall be submitted to the ENGINEER where required by the Contract Documents or requested by the ENGINEER, and shall be submitted at least 30 calendar days (unless otherwise specified by the ENGINEER) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional ENGINEER, currently licensed to practice in the State of Mississippi. The ENGINEER will not review working drawings but shall use them as information to monitor the work performed by the CONTRACTOR.

1.7. SAMPLES

- A. The CONTRACTOR shall furnish for the review of the ENGINEER samples required by the Contract Documents or requested by the ENGINEER. Samples shall be delivered to the ENGINEER as specified or directed and the CONTRACTOR shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the ENGINEER.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
- C. Each sample shall have a label indicating:
 - 1. Name of Project.
 - 2. Name of CONTRACTOR and SUBCONTRACTOR.
 - 3. Material or Equipment Represented.
 - 4. Place of Origin.
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project.
(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The CONTRACTOR shall prepare a transmittal letter in duplicate for each shipment of samples containing the information required in subparagraph 1.7B above. He shall enclose a copy of this letter

with the shipment and send a copy of this letter to the ENGINEER under separate cover and the remaining copy shall be for the CONTRACTOR'S records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.

- E. Reviewed samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the CONTRACTOR at his expense, if requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 43 ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. for the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as sedimentation or filtration systems, berms, silt fences, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the CONTRACTOR'S responsibility to determine the specific construction techniques to meet these guidelines.
- E. All phases of sedimentation and erosion control shall comply with and be subject to the approval of the Mississippi Department of Environmental Quality and the U.S. EPA.

1.2. APPLICABLE REGULATIONS

- A. Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

1.3. NOTIFICATIONS

- A. The ENGINEER will notify the CONTRACTOR in writing of non-compliance with the foregoing provisions or of any environmentally objectional acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the CONTRACTOR in writing, through the ENGINEER, of any non-compliance with State or local requirements. The CONTRACTOR shall, after receipt of such notice from the ENGINEER or from the regulatory agency through the ENGINEER, immediately take corrective action. Such notice, when delivered to the CONTRACTOR or his/her authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance.

1.4. IMPLEMENTATION

- A. Prior to commencement of the work, meet with the OWNER to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. Remove temporary environmental control features, when approved by the ENGINEER, and incorporate permanent control features into the project at the earliest practicable time.

1.5. PROTECTION OF WATERWAYS

- A. The CONTRACTOR shall observe the rules and regulations of the State of Mississippi and agencies of the U.S. Government prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.
- B. CONTRACTORS are specifically cautioned that disposal of materials into any waters of the State must conform with the requirements of the Mississippi Department of Environmental Quality, and an applicable permit from the U.S. Army Corps of Engineers.
- C. The CONTRACTOR shall be responsible for providing holding ponds or an approved method which will handle, carry through, or divert around his work all flows, including storm flows and flows created by construction activity, so as to prevent silting of waterways or flooding damage to the property or adjacent properties.
- D. The CONTRACTOR is responsible for obtaining an MDEQ NPDES Storm Water Permit for construction and for monitoring the site per the permit requirements until final completion.

1.6. DISPOSAL OF EXCESS EXCAVATION AND OTHER WASTE MATERIALS

- A. Excess excavated material not required or suitable for backfill and other waste material must be disposed of offsite in accordance with applicable laws and regulations.
- B. Unacceptable disposal sites, include, but are not limited to, sites within a wetland or critical habitat and sites where disposal will have a detrimental effect on surface water or groundwater quality.
- C. The CONTRACTOR may make his own arrangements for disposal subject to submission of proof to the ENGINEER that the OWNER(s) of the proposed site(s) has a valid fill permit issued by the appropriate governmental agency and submission of a haul route plan including a map of the proposed route(s).
- D. The CONTRACTOR shall provide watertight conveyance of any liquid, semi-liquid, or saturated solids which tend to bleed or leak during transport. No liquid loss from transported materials will be permitted whether being delivered to the construction site or being hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at the selected disposal site.

1.7. USE OF CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture or any other applicable regulatory agency. Use of all such chemicals and disposal of residues shall be in conformance with the manufacturer's instructions.
- B. Any oil or other hydrocarbon spilled or dumped on the OWNER'S site during construction must be excavated and completely removed from the site prior to final acceptance. Soil contaminated by the CONTRACTOR'S operations shall become the property of the CONTRACTOR, who will bear all costs of testing and disposal.
- C. Before a CONTRACTOR commences work, the following steps shall be completed.
 - 1. The OWNER will provide a copy of the Chemical List giving the hazardous chemicals to which the CONTRACTOR, his employees and agents may be exposed to on the project site.
 - 2. The OWNER will provide copies of all Material Safety Data Sheets (MSDS) to the CONTRACTOR for the hazardous chemicals which CONTRACTOR may be exposed to on the project site.
 - 3. The OWNER will inform the CONTRACTOR of his obligation to inform his employees and agents of each of the above requirements.
 - 4. The CONTRACTOR shall provide MSDSs for all hazardous chemicals he may bring onto the project site that OWNER'S employees may be exposed to.
 - 5. The CONTRACTOR shall sign a CONTRACTOR Acknowledgement certifying that he has received the information provided by the OWNER on hazardous chemicals and maintain the Acknowledgement with the original Contract.

1.8. PAYMENT

- A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices specified in the Bid Forms.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1. EROSION CONTROL

- A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled and the ground surface restored to original condition.

3.2. PROTECTION OF STREAMS

- A. Care shall be taken to prevent, or reduce to a minimum, any damage to any stream from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the stream, shall not be directly returned to the stream. Such waters will be diverted through a settling basin or filter before being directed into the streams.
- B. The CONTRACTOR shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water.
- C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Mississippi Department of Environmental Quality. CONTRACTOR shall submit two copies of approved contingency plans to the ENGINEER.
- D. Water being flushed from structures or pipelines after disinfection, with a chlorine residue of 2 mg/l or greater, shall be treated with a dechlorination solution, in a method approved by the ENGINEER, prior to discharge. Water shall be sampled and tested prior to discharge by either DPD Drop Dilution Method or High Range Chlorine Test Kit per AWWA 651.

3.3. PROTECTION OF LAND RESOURCES

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas shown on the Drawings.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the ENGINEER. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR'S equipment, dumping or other operations, protect such trees by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly before beginning operations near them.

- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR'S equipment or operations shall be restored as nearly as possible to its original condition. The ENGINEER will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.
 - 1. All scars made on trees by equipment, construction operations, or by the removal of limbs larger than one inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.
 - 2. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of the ENGINEER, shall be immediately removed and replaced.
 - E. The locations of the CONTRACTOR'S storage, and other construction buildings, required temporarily in the performance of the work, shall be cleared portions of the job site or areas to be cleared as shown on the Drawings and shall require written approval of the ENGINEER and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for approval of the ENGINEER.
 - F. If the CONTRACTOR proposes to construct temporary roads or embankments and excavations for plant and/or work areas, he/she shall submit the following for approval at least ten days prior to scheduled start of such temporary work.
 - 1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
 - 2. Details of temporary road construction.
 - 3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
 - 4. A landscaping drawing showing the proposed restoration of the area. Removal of any trees and shrubs outside the limits of existing clearing area shall be indicated. The drawing shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the CONTRACTOR'S approved drawings shall be made only with the written approval of the ENGINEER. No unauthorized road construction, excavation or embankment construction including disposal areas will be permitted.
 - G. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as required. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The disturbed areas shall be prepared and seeded as described in Section 32 92 00 Seeding and Sodding, or as approved by the ENGINEER.
 - H. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.
- 3.4.PROTECTION OF AIR QUALITY
- A. Burning. The use of burning at the project site for the disposal of refuse and debris will not be permitted.
 - B. Dust Control. The CONTRACTOR will be required to maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.

- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with approval from the ENGINEER.
- D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient suitable equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the ENGINEER.

3.5. MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

- A. During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

3.6. NOISE CONTROL

- A. The CONTRACTOR shall make every effort to minimize noises caused by his/her operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal regulations.

END OF SECTION

SECTION 01 42 13 ABBREVIATIONS

PART 1 GENERAL

1.1. DESCRIPTION

- A. Whenever in these Contract Documents the following abbreviations are used, the intent and meaning shall be interpreted as follows:

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association for Nurserymen
AASHTO	American Association of State Highway and Transportation officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturers' Association
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASAE	American Society of Agricultural ENGINEERs
ASCE	American Society of Civil ENGINEERs
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning
ASME	American Society of Mechanical ENGINEERs
ASTM	American Society of Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association

BHMA	Builders' Hardware Manufacturers' Association
CBMA	Certified Ballast Manufacturers' Association
CDA	Copper Development Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers' Association of America
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
DWS	MSDH Division of Water Supply
FED. SPEC.	Federal Specifications
HI	Hydraulic Institute
HMI	Hoist Manufacturers' Institute
ICBO	International Conference of Building officials
IEEE	Institute of Electrical and Electronics ENGINEERs, Inc.
IPCEA	Insulated Power Cable ENGINEER's Association
MSHD	Mississippi Highway Department
MSDH	Mississippi State Department of Health
MDEQ	Mississippi Department of Environmental Quality
MMA	Monorail Manufacturers' Association
NACE	National Association of Coatings ENGINEERs
NBMA	National Builders' Hardware Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturers' Association
NSPE	National Society of Professional ENGINEERs
NWMA	National Woodwork Manufacturers' Association
OECI	Overhead Electrical Crane Institute
OPC	office of Pollution Control
OSCR	office of Standards Code and Information
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Product Standards Sections - U.S. Department of Commerce
RMA	Rubber Manufacturers' Association
SAE	Society of Automotive ENGINEERs

SSPC	Steel Structures Painting Council
TCA	Tile Council of America
TEMA	Tubular Exchanger Manufacturers' Association
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
UNI-BELL	Uni-Bell Plastic Pipe Association
WWPA	Western Wood Products Association

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 29 TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. The CONTRACTOR will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Technical Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
 - 1. The CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
 - 2. Employment of the laboratory shall in no way relieve CONTRACTOR'S obligations to perform the Work of the Contract.

1.2. QUALIFICATION OF LABORATORY

- A. Meet "Procurement and Effective Practice of Construction Materials Engineering and Testing Services" published by the American Council of Independent Laboratories (ACIL).
- B. Meet basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in Construction Inspection and/or Testing".
- C. Responsible ENGINEER: Perform all testing under the direction of a registered professional engineer employed full time by the testing laboratory.
- D. Submittals: Submit copy of report of inspection of facilities made by materials reference laboratory of National Bureau of Standards of any deficiencies reported by inspection.

1.3. LABORATORY'S DUTIES

- A. Upon notice, cooperate with CONTRACTOR to promptly provide qualified personnel. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of contract documents. Promptly notify CONTRACTOR of irregularities or deficiencies of work observed during performance of services.
- B. Promptly prepare reports of inspections and tests including:
 - 1. Date issued
 - 2. Project title and number
 - 3. Testing laboratory, name and address
 - 4. Name and signature of inspector
 - 5. Date of inspection of sampling
 - 6. Record of temperature and weather
 - 7. Date of test
 - 8. Identification of product and specification section
 - 9. Location of project
 - 10. Type of inspection or test
 - 11. Observations regarding compliance with contract documents
- C. Laboratory shall promptly distribute copies of reports of inspections and tests to:
 - 1. CONTRACTOR
 - 2. ENGINEER
 - 3. SUBCONTRACTORS, when pertinent

1.4. LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.

2. Approve or accept any portion of the Work.
3. Perform any duties of the CONTRACTOR.

1.5. CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples, at the CONTRACTOR'S expense, of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The ENGINEER may require the CONTRACTOR to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the CONTRACTOR, and no extra charge to the OWNER shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 1. To provide access to Work to be tested.
 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR'S negligence.
- H. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the CONTRACTOR's convenience and as approved by the ENGINEER.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 60 00 MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1. TRANSPORTATION

- A. The CONTRACTOR shall make all arrangements for transportation of equipment and materials required for prosecution and completion.
- B. Shipments of materials to the CONTRACTOR or SUBCONTRACTORS shall be delivered to the site only during regular working hours. Shipments shall be addressed and consigned to the proper party giving name of project, street address, and city. Shipments shall not be delivered to the OWNER except where otherwise directed.
- C. If it is necessary to move stored materials and equipment during construction, the CONTRACTOR shall move or cause to be moved materials and equipment without any additional compensation.

1.2. DELIVERY

- A. The CONTRACTOR shall arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.
- B. The CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the site and to accommodate the following:
 - 1. Work of other CONTRACTORS or the OWNER.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. OWNER'S use of premises.
- C. The CONTRACTOR will not have products delivered to the project site until related Shop Drawings have been approved by the ENGINEER.
- D. The CONTRACTOR will not have products delivered to the project site until required storage facilities have been provided.
- E. The CONTRACTOR shall have products delivered to the project site in the manufacturer's original, unopened, labeled containers.
- F. The CONTRACTOR shall inspect the shipment immediately on delivery to ensure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact and labels are legible.
 - 4. Products are properly protected and undamaged.

1.3. PRODUCT HANDLING

- A. The CONTRACTOR shall provide equipment and personnel necessary to handle the products, including those provided by the OWNER, using methods to prevent soiling or damage to the products or packaging.
- B. The CONTRACTOR shall provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging the products or the surrounding surfaces.
- C. The CONTRACTOR shall handle the products by methods that prevent bending or overstressing.
- D. The CONTRACTOR shall lift heavy components only at designated lifting points.
- E. The CONTRACTOR shall, at all times, handle the materials in a safe manner and as recommended by the supplier so that no damage occurs to them. Do not drop, roll, or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

1.4. STORAGE OF MATERIALS

- A. The CONTRACTOR shall store and protect materials in accordance with the manufacturer's recommendations and requirements of the Specifications.

- B. The CONTRACTOR shall make all arrangements and provisions necessary for the storage of materials and equipment. All excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconvenience to other CONTRACTORS, public travel, adjoining OWNERS, tenants, and occupants. Arrange storage in a manner to provide easy access for inspection.
- C. The area available on the construction site for storage of material and equipment shall be as shown or approved by the ENGINEER.
- D. Materials that are to become the property of the OWNER shall be stored to facilitate their inspection and ensure preservation of the quality and fitness of the Work, including proper protection against damage by freezing and moisture. They shall be placed in inside storage areas unless otherwise acceptable to the OWNER.
- E. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the OWNER or other person in possession or control of such premises.
- F. The CONTRACTOR shall be fully responsible for loss or damage to stored materials.
- G. The CONTRACTOR will not open manufacturer's containers until the time of installation unless recommended by the manufacturer or otherwise specified.

1.5. MAINTENANCE OF STORAGE

- A. The CONTRACTOR shall maintain a periodic system of inspection of stored products on a scheduled basis to ensure that:
 - 1. The state of storage facilities is adequate to provide required conditions.
 - 2. The required environmental conditions are maintained on a continuing basis.
 - 3. The products exposed to the elements are not adversely affected.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 63 00 SUBSTITUTIONS

PART 1 GENERAL

1.1. GENERAL

- A. Requests for review of a substitution shall conform to the requirements of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.2. SUBSTITUTIONS

- A. During a period of 60 days after execution of the Contract, the ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified). After the end of the specified period, requests will be considered only in the case of unavailability of products or other conditions beyond the control of the CONTRACTOR.
- B. Requests for review of a substitution shall conform to the requirements of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making a request for a substitution, CONTRACTOR represents that:
 - 1. CONTRACTOR has investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for the proposed substitution as provided for the product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of the Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other CONTRACTORS.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.
- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
 - 1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute the CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 - 2. The CONTRACTOR shall reimburse OWNER for all associated engineering costs including redesign, additional shop drawing reviews, investigations, consultant fees, and revision of the Contract Documents required because of the substitution.

- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 71 16 SITE CONDITIONS

PART 1 GENERAL

1.1. RELATED WORK

- A. Site preparation is included in Section 02100.

1.2. SUBSURFACE INFORMATION

- A. No subsurface investigations were performed for this project.

1.3. SITE INVESTIGATION AND REPRESENTATION

- A. The CONTRACTOR acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river/stream stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract.
- B. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that has been done by the OWNER as presented in the geotechnical report, as well as from information presented herein as a part of these Contract Documents. Any failure by the CONTRACTOR to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the OWNER nor the ENGINEER assumes responsibility for any conclusion or interpretation made by the CONTRACTOR on the basis of the information made available by the OWNER or the ENGINEER.

1.4. RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Known utilities and structures adjacent to or encountered in the Work are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the CONTRACTOR only, and no responsibility is assumed by either the OWNER or the ENGINEER for their accuracy or completeness.
- B. Neither the OWNER nor his officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR'S failure to protect utilities encountered in the Work.
- C. The CONTRACTOR shall at all times provide unobstructed access to fire hydrants, underground conduit, manholes, and water or gas valve boxes.
- D. Where the CONTRACTOR'S operations could cause damage which might result in considerable expense, loss, and inconvenience when his operations are adjacent to or near railway, telegraph, telephone, television, power, oil, gas, water, sewer, irrigation, or other systems, no operations shall be commenced until the CONTRACTOR has made all arrangements necessary for the protection of these utilities and services.
- E. The CONTRACTOR shall notify all utility offices that are affected by the construction operation at least 15 days in advance of commencing construction operations. The CONTRACTOR shall not expose any utility without first obtaining permission from the affected agency. Once permission has been granted, locate and, if necessary, expose and provide temporary support for all existing underground utilities in advance of operations.

- F. The CONTRACTOR shall be solely and directly responsible to the OWNERS and operators of such utility properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage that may result from the construction operations under this Contract.
- G. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, the CONTRACTOR shall promptly notify the proper authority and cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any water or utility service be allowed unless prior approval is granted by the OWNER of the utility.
- H. The CONTRACTOR shall replace, at his own expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents.
- I. Where existing utility lines or structures are so located as to physically conflict with permanent structures to be constructed under this Contract, the conflicting utility line or structure shall be permanently relocated. Such relocations shall be considered as required by this contract.
- J. The CONTRACTOR shall give immediate notice to the ENGINEER, the OWNER and the OWNER of the utility (where applicable) when a physical conflict is determined to exist. Any delays resulting from the required relocations of the utilities are the responsibility of the CONTRACTOR.
- K. Where existing utility lines or structures are so located as to interfere with the CONTRACTOR'S prosecution of the Work, but do not physically conflict with completed manholes or other permanent structures to be constructed under this Contract, any modification, alteration, or relocation of interfering utility, either permanent or temporary, shall be accomplished at the expense of the CONTRACTOR.
- L. The CONTRACTOR shall give immediate notice to the ENGINEER and the OWNER of the utility when interference is determined to exist and shall obtain approval to relocate such utility or to discontinue service therein from the ENGINEER and the OWNER of the utility. The OWNER of the utility shall have the right to do all work required to discontinue, relocate, and replace interfering utilities and charge the CONTRACTOR for all costs thereof. When approved by the ENGINEER and the OWNER of the utility, all work required to discontinue, relocate, and replace interfering utilities may be done by, or arranged for, by the CONTRACTOR. All such discontinuance, relocation, and replacement shall be accomplished in accordance with all requirements of the OWNER of the utility.
- M. When notified by the CONTRACTOR that an interference or conflict has been determined to exist, the ENGINEER will determine whether such interference shall be considered as required by construction or as incidental to construction.

1.5. INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented as a guide to avoid known possible difficulties.
- B. Protect existing structures from damage, whether or not they lie within the right-of-way or the limits of the easements obtained by the OWNER. Where existing structures must be removed to properly conduct the Work, or are damaged during the Work, they shall be restored at the CONTRACTOR'S expense to at least their original condition and to the satisfaction of the ENGINEER.
- C. The CONTRACTOR may, with the approval of the ENGINEER and without additional compensation, remove and replace in a condition as good as or better than original, any small interfering structures such as fences and signposts that interfere with the CONTRACTOR'S operations.

1.6. FIELD RELOCATION

- A. During the progress of the Work, minor relocations of the Work may be necessary. Such relocations shall be made only by direction of the ENGINEER. If existing structures are encountered that will

prevent construction as shown, notify the ENGINEER before continuing with the Work in order that the ENGINEER may make such field revisions as necessary to avoid conflict with the existing structures. If the CONTRACTOR fails to notify the ENGINEER when an existing structure is encountered and proceeds with the Work despite this interference, he shall be responsible for any damage that may occur.

1.7. LAND MONUMENTS

- A. The CONTRACTOR shall preserve or replace any existing Federal, State, County, City, and private land monuments encountered. All monuments replacement by the CONTRACTOR shall be performed by a land surveyor licensed in the State of Mississippi.

1.8. PAYMENT

- A. The Work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices specified in the Bid Form.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 74 00 CLEANING

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris, waste paper, wood scraps, broken concrete, and other objectionable material along with the final cleanup of site(s) required for project acceptance. DAILY CLEANUP IS REQUIRED.

1.2. DISPOSAL REQUIREMENTS

- A. The CONTRACTOR shall conduct cleaning and disposal operations to comply with the Office of Pollution Control and with the codes, ordinances and regulations of the city or county in which the work is being performed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1. DURING CONSTRUCTION

- A. The CONTRACTOR shall execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. The CONTRACTOR shall provide on-site containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in on-site containers.
- C. The CONTRACTOR shall remove waste materials, debris and rubbish from the site. periodically and dispose of at legal disposal areas away from the site. Burning of waste material shall not be permitted.

3.2. FINAL CLEANING

- A. The CONTRACTOR shall remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- B. The CONTRACTOR shall clean ground surfaces of the construction site and broom clean exterior paved surfaces.
- C. Prior to final completion, the CONTRACTOR shall conduct an inspection of all work areas to verify that the entire Work is clean.

END OF Section

SECTION 01 75 16 EQUIPMENT TESTING AND STARTUP

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. Provide a competent field services technician of the manufacturers of all equipment furnished under Division 11 - Equipment, Division 33 - Utilities, Division 40 - Process Interconnections, Division 41 - Material Processing and Handling Equipment, Division 43 - Process Gas and Liquid Handling, Purification, and Storage Equipment, and Division 46 - Water and Wastewater Equipment to supervise installation, adjustment, initial operation and testing, performance testing, final acceptance testing and startup of the equipment.
- B. Perform specified equipment field performance tests, final acceptance tests and startup services.

1.2. RELATED WORK

- A. Operation and Maintenance Data is included in Section 01 78 23.
- B. Performance and acceptance testing and startup requirements are included in the respective sections of Divisions 11, 33, 40, 41, 43, and 46.

1.3. SUBMITTALS

- A. Submit name, address and resume of proposed field services technicians at least 30 days in advance of the need for such services.
- B. Submit to ENGINEER and OWNER for review in accordance with Section 01 33 00 detailed testing procedures for shop tests, field performance tests and final acceptance tests as specified in the various equipment specification sections. Test procedures shall be submitted at least 30 days in advance of the proposed test dates and shall include at least the following information:
 - 1. Name of equipment to be tested, including reference to specifications section number and title.
 - 2. Testing schedule of proposed dates and times for testing.
 - 3. Summary of power, lighting, chemical, water, sludge, gas, etc., needs and identification of who will provide them.
 - 4. Outline specific assignment of the responsibilities of the CONTRACTOR and manufacturers' factory representatives or field service personnel.
 - 5. Detailed description of step-by-step testing requirements, with reference to appropriate standardized testing procedures and laboratory analyses by established technical organizations (e.g., ASTM, WEF Standard Methods, etc.).
 - 6. Samples of forms to be used to collect and record test data and to present tabulated test results.
- C. Submit in accordance with Section 01 33 23 copies of test reports upon completion of specified shop, performance and acceptance tests. Test reports shall incorporate the information provided in the test procedures submittals, modified to reflect actual conduct of the tests and the following additional information:
 - 1. Copy of all test data sheets and results of lab analyses.
 - 2. Summary comparison of specified test and performance requirements versus actual test results.
 - 3. Should actual test results fail to meet specified test and performance requirements, describe action to be taken prior to re-testing equipment.
- D. Submit in accordance with Section 01 33 23 copies of the manufacturer's field service technician's report summarizing the results of his/her initial inspection, operation, adjustment and pre-tests. The report shall include detailed descriptions and tabulations of the points inspected, tests and adjustments made, quantitative results obtained, suggestions for precautions to be taken to ensure

proper maintenance, and the equipment supplier's Certificate of Installation in the format specified hereinafter.

1.4. QUALITY ASSURANCE

- A. Field service technicians shall be competent and experienced in the proper installation, adjustment, operation, testing and startup of the equipment and systems being installed.
- B. Manufacturers' sales and marketing personnel will not be accepted as field service technicians.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1. PRELIMINARY REQUIREMENTS

- A. After installation of the equipment has been completed and the equipment is presumably ready for operation, before it is operated by others, the manufacturer's field service technician shall inspect, operate, test and adjust the equipment. The inspection shall include at least the following points where applicable:
 - 1. Soundness (without cracks or otherwise damaged parts).
 - 2. Completeness in all details, as specified and required.
 - 3. Correctness of setting, alignment and relative arrangement of various parts.
 - 4. Adequacy and correctness of packing, sealing and lubricants.
- B. The operation, testing and adjustment shall be as required to prove that the equipment has been left in proper condition for satisfactory operation under the conditions specified.
- C. Upon completion of this work, the manufacturer's field service technician shall submit a signed report of the results of his/her inspection, operation, adjustments and tests.

3.2. WITNESS REQUIREMENTS

- A. Shop tests or factory tests may be witnessed by the OWNER and/or OWNER'S representatives, as required by the various equipment specifications.
- B. Field performance and acceptance tests shall be performed in the presence of the OWNER, the OWNER'S designated personnel and/or OWNER'S representatives.

3.3. STARTUP AND ACCEPTANCE OF THE TREATMENT PLANT AND RELATED SYSTEMS

- A. General Requirements
 - 1. Successfully execute the step-by-step procedure of startup and performance demonstration specified hereinafter.
 - 2. The startup and performance demonstration shall be successfully executed prior to Substantial Completion and acceptance by the OWNER of the treatment plant and its related systems.
 - 3. All performance tests and inspections shall be scheduled at least five working days in advance or as otherwise specified with the OWNER and the ENGINEER.
 - 4. All performance tests and inspections shall be conducted during the work week of Monday through Friday, unless otherwise specified.
- B. Preparation for Startup
 - 1. Upon completion of the treatment facilities and all its related systems, all channels, basins and tanks shall be flushed with potable water and hydraulically checked for leaks, cracks, and defects in accordance with Section 01 75 18, Watertightness Test for Hydraulic Structures.
 - 2. All mechanical and electrical equipment shall be checked to ensure that it is in good working order and properly connected. Preliminary run-ins of the various pumps, compressors, and other equipment shall be made. All systems shall be cleaned and purged as required. All sumps, tanks, basins, chambers, pump wells and pipelines which are hydraulically checked shall be drained and returned to their original condition once the water testing is complete.

3. All instruments and controls shall be calibrated through their full range. All other adjustments required for proper operation of all instrumentation and control equipment shall be made.
4. Perform all other tasks needed for preparing and conditioning the treatment facilities for proper operation.
5. No testing or equipment operation shall take place until the CONTRACTOR verifies for the ENGINEER that all specified equipment has been installed and is in good working order.
6. No testing or equipment operation shall take place until it has been verified by the ENGINEER that all lubricants, tools, maintenance equipment, spare parts and approved equipment operation and maintenance manuals have been furnished as specified.

EQUIPMENT SUPPLIER'S CERTIFICATE OF INSTALLATION

OWNER _____

Project _____

Contract No. _____

EQUIPMENT SPECIFICATION SECTION _____

EQUIPMENT DESCRIPTION _____

I, _____, Authorized representative of _____
(Print Name)

(Print Manufacturer's Name)

hereby CERTIFY that _____
(Print equipment name and model with serial no.)

installed for the subject project has (have) been installed in a satisfactory manner, has (have) been tested and adjusted, and is (are) ready for final acceptance testing and operation on:

Date _____

Time _____

CERTIFIED BY: _____
(Signature of Manufacturer's Representative)

Date _____

END OF SECTION

SECTION 01 75 18

WATERTIGHTNESS TEST FOR HYDRAULIC STRUCTURES

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. Furnish all labor, materials, and incidentals required, and perform tightness testing of water containing structures as listed herein and all retesting until the structures meet the requirements as specified herein.

1.2. MEASUREMENT AND PAYMENT

- A. No separate payment will be made for this Work. Include payment in the lump sum base bid.

1.3. RELATED WORK

- A. Concrete is included in Division 3.
- B. Waterproofing is included in Division 7.

1.4. SUBMITTALS

- A. Submit the results of each watertightness test of each structure to the Engineer. The submittal format shall be similar to that shown in Figure A attached to end of this Section.

1.5. REFERENCE STANDARDS

- A. American Concrete Institute (ACI)
 - 1. ACI 350.1 - Tightness Testing of Environmental Engineering Concrete Structures
- B. Where reference is made to one of the preceding standards, the revision in effect at the time of bid opening shall apply.

1.6. PROJECT/SITE REQUIREMENTS

- A. Coordinate timing and procedures for obtaining testing water and structure testing with the Engineer well in advance of the actual testing.
- B. Water Source and Disposal
 - 1. Water for testing shall be plant process water in accordance with Section 01500. All labor, equipment, and materials shall be supplied by the Contractor.
 - 2. Test water shall be disposed of by the Contractor in an approved manner. Water shall not be disposed of by discharging it onto the ground surface of public or private land. Test water shall be disposed of by reintroduction into the plant process at the time, rate of flow and location approved by the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1. GENERAL

- A. The testing of water containment structures shall conform to the following standards except as modified herein:
 - 1. Reinforced concrete water retaining structures - ACI 350.1R and as specified herein.
- B. Perform watertightness tests prior to placing backfill around structures in order to permit observation and detection of leakage points. Walls may be backfilled prior to testing only when approved in writing by the Engineer. The request to backfill prior to testing shall include a description of the method proposed to detect leakage points after the backfill is in place. Approval to place backfill prior to testing shall not relieve the Contractor of the responsibility for conducting watertightness tests.

3.2. EXAMINATION

- A. Inspect the structure to be tested for potential leakage paths such as cracks, voids, etc. and repair such paths in compliance with the provisions of these specifications or as approved by the Engineer.

3.3. PREPARATION

- A. Thoroughly clean the structure to be tested of dirt, mud, and construction debris prior to initiating watertightness tests. The floor and sumps shall be flushed with water to provide a clean surface, ready for testing.
- B. Inlet and outlet pipes not required to be operational for the tests may be temporarily sealed or bulkheaded prior to testing.
- C. Confirm adequacy of seals around gates and valves and reset or seal as approved by the Engineer. Estimates of gate or valve leakage will not be allowed as adjustments to the measured tank or structure leakage.

3.4. TESTING PROCEDURES

- A. Conditions of Testing
 - 1. Do not begin initial filling of concrete structures until all concrete elements of the structure have attained the minimum specified 28-day compressive strength of the concrete, nor less than 14 days after all concrete walls or base slabs have been placed.
 - 2. Initial filling of reinforced concrete structures shall not exceed a rate of 4-ft per hour.
 - 3. Fill unlined or partially lined concrete structures to the maximum operating water surface level and maintain the water at that level for at least 72 hours prior to beginning watertightness tests to minimize water absorption by the concrete during testing.
 - 4. Test only a single structure at a time. Concurrent testing of contiguous or adjacent structures will not be allowed. For the purpose of tightness testing a single structure is any tank, wet well, basin, cell, compartment, filter, channel or similar construction which may be isolated by gates, valves, stop logs or the like such that it may be full of liquid when adjacent construction is empty.
- B. Testing Procedures
 - 1. Duration of the test shall not be less than that required for a drop in the water surface of 1/2-in based on the calculated maximum allowable leakage rate or 3 days, whichever is greater.
 - 2. Loss of volume measurements shall be taken at 24-hour intervals. The loss of volume is usually determined by measuring the drop in water surface elevation and computing the change in volume of the contained water. Measure water surface elevation at the same four locations 90 degrees apart. Record water temperature 18-in below the water surface when taking the first and last sets of measurements.
 - 3. The percentage of water volume loss shall be computed based on the measured change in water surface elevation, the area of the horizontal water surface, the initial water volume and any correction for precipitation or evaporation where applicable.
- C. Reports
 - 1. Submit to the Engineer watertightness test results for each structure tested on the form appended to this Section.
 - 2. Notify the Engineer of the scheduling of tests 30 working days prior to the tests. The Engineer may monitor any watertightness testing performed on the structures.

3.5. ACCEPTANCE

- A. The following conditions shall be considered as NOT meeting the criteria for acceptance regardless of the actual loss of water volume from the structure.
 - 1. Ground water leakage into the structure through floors, walls, or wall-floor joints.
 - 2. Structures that exhibit flowing water from joints, cracks, or from beneath the foundation (except for underdrain systems).

- B. The watertightness of concrete tanks and structures shall be considered acceptable when loss of water volume is within the criteria listed below:
 - 1. For unlined (or partially lined) reinforced concrete tanks, loss of volume not exceeding 0.10 percent in 24 hours (HST-100).
 - 2. For reinforced concrete tanks with fully lined walls, loss of volume not exceeding 0.05 percent in 24 hours (HST-050).
 - 3. For completely lined tanks, no measurable loss of volume (HST-NML).

3.6. REPAIRS AND RETESTING

- A. Structures failing the watertightness test and not exhibiting visible leakage may be retested after an additional stabilization period of 7 days. Tanks failing this second test shall be repaired prior to further testing.
- B. Repair structures that fail the watertightness test and structures showing visible leakage in compliance with the provisions of these specifications or as approved by the Engineer.
- C. Repairs and retesting of tanks shall be accomplished at no additional cost to the Owner.

3.7. SCHEDULE

- A. The following structures shall be tested for watertightness:
 - 1. All water containment structures including:
 - a. 1930s Aerator
 - b. New Rapid Mix Tank
 - c. Filters 1-6

END OF SECTION

FIGURE A
WATERTIGHTNESS TEST REPORT

PROJECT _____ SUBMITTED BY _____

STRUCTURE* _____ TEST DATES _____

Allowable loss of water volume _____ percent in 24 hrs.

Measured loss of water volume _____ percent in 24 hrs.

TEST READINGS

Water temperature at start _____ degrees F Water temperature at end _____ degrees F

Water Surface Elevation

	Date	Time	Location 1	Location 2	Location 3	Location 4	Initials
1							
2							
3							
4							
5							
Change in level							
A	Average change in level						
B	Correction for precipitation/evaporation						
C	Corrected change in level = CL =						
D	Measured percent water loss in 24 hrs. = $\frac{(CL) \times (\text{surface area}) \times (100)}{(\text{initial water volume}) (\text{number of test days})}$						

Notes and field observations**

* Attach a sketch showing a plan of the structure and measurement locations.

** Place date and initials at the beginning of each entry

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Compile product data and related information appropriate for OWNER'S maintenance and operation of equipment furnished under Contract.
 - 1. Prepare operating and maintenance data as specified herein and as referenced in other pertinent sections of Specifications.
 - 2. Submit operating and maintenance manuals as specified herein.
- B. Instruct OWNER'S personnel in maintenance of products and in operation of equipment and systems.

1.2. QUALITY ASSURANCE PREPARATION OF DATA SHALL BE DONE BY PERSONNEL:

- A. Trained and experienced in maintenance and operation of described products.
- B. Familiar with requirements of this Section.
- C. Skilled in technical writing to the extent required to communicate essential data.
- D. Skilled as draftsman competent to prepare required drawings.

1.3. FORM OF SUBMITTALS

- A. Prepare data in form of an operating and maintenance manual for use by OWNER'S personnel.
- B. Format:
 - 1. Size: 8½ inches x 11-inches, punched and reinforced for insertion into the 3-ring binders.
 - 2. Paper: 20 pound minimum white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings:
 - a. Provide reinforced punched binder tabs, bind in with text
 - b. Reduce larger drawings and fold to size of text pages; but no larger than 11 inches x 17 inches.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
 - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS." List:
 - a. Title of Project
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
- C. Binders:
 - 1. Commercial quality three-post binders with durable and cleanable plastic pocket covers and spines.
 - 2. Maximum post width: 2-inches, D-ring.
 - 3. When multiple binders are used, correlate the data into related consistent groupings.

1.4. CONTENT OF OPERATING AND MAINTENANCE MANUAL

- A. A complete neatly typewritten table of contents listing documents in all volumes shall be included and arranged in systematic order.
 - 1. CONTRACTOR, name of responsible principal, address and telephone number.
 - 2. A list of each product required to be included, indexed to content of the volume.

3. List, with each product, name, address and telephone number of: a. SUBCONTRACTOR or installer. b. Maintenance CONTRACTOR, as appropriate. c. Identify area of responsibility of each. d. Local source of supply for parts and replacement.
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
 1. Include only those sheets which are pertinent to the specific product.
 2. Annotate each sheet to: a. Clearly identify specific product or part installed. b. Clearly identify data applicable to installation. c. Delete references to inapplicable information.
- C. Drawings:
 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
 1. Organize in consistent format under separate headings for different procedures.
 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warrant, bond and service contract issued and provide information sheet for OWNER'S personnel, giving proper procedures in the event of failure and instances which might affect the validity of warranties or bonds.
- F. Provide for each unit of equipment and system, as appropriate:
 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature number of replaceable parts including standard or manufacturer's part.
 2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping., shutdown and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "troubleshooting."
 - c. Disassembly, repair, and reassembly.
 - d. Alignment, adjusting and checking.
 4. Servicing and lubrication schedule including a list of lubricants required.
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance including the following:
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.

8. As-installed control diagrams by controls manufacturer.
 9. Each CONTRACTOR's coordination drawings including as-installed color-coded piping diagrams.
 10. Charts of valve tag numbers, with location and function of each valve.
 11. Cataloged list of manufacturer's spare parts supplied with the equipment or system, manufacturer's current prices, and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of Specifications.
- G. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature including standard or manufacturer's part number of replaceable parts.
 2. Circuit directories of panelboards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color-coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations including recalibration procedures.
 - b. Guide to "troubleshooting."
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent section of specifications.
- H. Prepare and include additional data when the need for such data becomes apparent during instruction of OWNER'S personnel.
- I. Additional requirements for operating and maintenance data as required by the respective sections of the Specifications.

1.5. SUBMITTAL SCHEDULE AND REQUIREMENTS

- A. Submit two (2) copies of preliminary draft of proposed formats and outlines of contents of Operating and Maintenance Manual prior to 50% payment application. No further payment application will be processed until this submittal is made.
- B. Submit two (2) copies of subsequent draft copies of manual in final form prior to submittal of the 75% payment application. No further payment application will be processed until this submittal is made. One copy will be returned and comments to be incorporated into final manual.
- C. Submit five (5) copies of the final manual to the ENGINEER prior to plant startup and prior to submittal of the 85% payment request. No additional payment request will be processed until the final manual is submitted to and approved by the ENGINEER.

- D. Submit five (5) copies of any addenda to the Operating and Maintenance Manual as applicable within 30 days after final inspection and start-up.

1.6. INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to initial start-up inspection or request for substantial completion, fully instruct OWNER'S designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems. Contractor shall provide a seven (7) day notice prior to scheduling instruction.
- B. Use the operating and maintenance manuals as the basis of instruction and review contents of manual with personnel in full detail. 01 78 23-4

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 36 WARRANTIES AND BONDS

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as required in the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the ENGINEER for review and transmittal to OWNER.

1.2. SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and SUBCONTRACTORS including effective dates.
- B. Number of original signed copies required. Two each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service maintenance contract.
 - 6. Provide information for OWNER'S personnel: a. Proper procedure in case of failure. b. Instances which might affect the validity of warranty or bond.
 - 7. CONTRACTOR, name of responsible principal, address and telephone number.

1.3. FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8½-inch x 11-inch, punch sheets for standard 3-post binder. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of CONTRACTOR.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.4. WARRANTY SUBMITTAL REQUIREMENTS

- A. For all major pieces of equipment, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the equipment manufacturer to replace promptly any equipment or component thereof which, in the sole opinion of the ENGINEER, has defects in design, workmanship, materials, or performance within a one year period following the date of acceptance on operation (Substantial Completion) by the OWNER. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S for one year. The CONTRACTOR shall be solely responsible for both warranties.
- B. The CONTRACTOR shall obtain warranties for all equipment which has a 1/4 HP motor or larger and/or which lists for more than \$500. The ENGINEER reserves the right to request warranties for equipment not so classified. The CONTRACTOR shall warrant all equipment in the Contract one-year warranty period even though manufacturers' warranties may not be required. Refer to specific sections for other warranty periods.

- C. In the event that the CONTRACTOR is unable to obtain from an equipment manufacturer or supplier the above one-year warranty, the CONTRACTOR shall provide prior to acceptance for operation of the equipment by the OWNER a bank letter of credit in favor of the OWNER in the amount of 200 percent of the purchase price of the equipment for a period of 18 months from the beginning of the warranty period on which the OWNER may draw for replacement of defective equipment (materials and labor).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 39 PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Maintain at the site for the OWNER one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. ENGINEER'S Field Orders or written instructions.
 - 6. Approved Shop Drawings, Working Drawings and Samples.
 - 7. Field Test records.
 - 8. Construction photographs.
 - 9. Latest, Approved Progress Schedule.

1.2. MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all times for inspection by the ENGINEER.
- D. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated "record documents" for review by the ENGINEER and OWNER.

1.3. MARKING DEVICES

- A. Provide colored pencils or felt tipped pens for marking changes, revisions, additions and deletions to the record set of Contract Drawings. Use the following color code unless otherwise approved by the ENGINEER:
 - 1. Process and Mechanical: Orange
 - 2. Architectural: Blue
 - 3. Structural: Purple
 - 4. Plumbing: Brown
 - 5. HVAC: Green
 - 6. Other Printed Notations: Black

1.4. RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. Elevations of various structure elements in relation to elevation datum.
 - 2. All underground piping with elevations and dimensions, changes to piping location, horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements, actual installed pipe material, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 4. Field changes of dimension and detail.
 5. Changes made by Field Order or by Change Order.
 6. Details not on original contract drawings.
 7. Equipment and piping relocations.
- D. Specifications and Addenda; Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review): Five sets of record drawings for each type process equipment, piping, electrical system and instrumentation system.
- 1.5. SUBMITTAL
- A. At Contract close-out, deliver Record Documents to the ENGINEER for the OWNER.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. CONTRACTOR'S name and address.
 4. Title and number of each Record Document.
 5. Signature of CONTRACTOR or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 43 SPARE PARTS AND MAINTENANCE MATERIALS

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. CONTRACTOR shall furnish spare parts and maintenance materials as specified in the individual Sections.
- B. Parts and materials shall be furnished in manufacturers unopened cartons, boxes, crates or other protective covering suitable for preventing corrosion or deterioration for the maximum length of storage which may be normally anticipated. They shall be clearly marked and identified.
- C. During construction, store parts in buildings or trailers with floor, roof and closed sides and in accordance with manufacturers' recommendations. Protect from weather, condensation and humidity.
- D. Parts and materials shall be delivered to the OWNER upon completion of the Work or before the OWNER assumes beneficial occupancy. CONTRACTOR shall then place them in permanent storage rooms or areas approved by the OWNER.
- E. Provide a letter of transmittal including the following:
 - 1. Date of letter and transfer of parts and material.
 - 2. Contract title and number.
 - 3. CONTRACTOR'S name and address.
 - 4. A complete inventory of the parts and material, listing the applicable Specification Section for each.
 - 5. A place for the OWNER to sign and signify receipt of the parts and materials.
- F. CONTRACTOR shall be fully responsible for loss or damage to parts and materials until they are transmitted to the OWNER.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 03 15 19

ANCHOR BOLTS, EXPANSION ANCHORS, AND CONCRETE INSERTS

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: CONTRACTOR shall furnish all labor, materials, equipment and incidentals as shown, specified and required to furnish and install anchor bolts, expansion anchors and concrete inserts as shown and specified.
- B. This Section includes all bolts, anchors and inserts required for the Work but not specified under other Sections.
- C. The types of work using the bolts, anchors and inserts include, but are not limited to the following:
 - 1. Handrails.
 - 2. Stairs.
 - 3. Hangers and brackets.
 - 4. Equipment.
 - 5. Piping.
 - 6. Tanks.
 - 7. Grating and floor plate.
 - 8. Electrical, Plumbing and HV AC Work.
- D. Related Work Specified Elsewhere:
 - 1. Section 05 50 00, Metal Fabrications and Miscellaneous Metals.
 - 2. Section 40 05 07, Hangers, Supports and Restraints.

1.2. QUALITY ASSURANCE

- A. Reference Standards: Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - 1. ASTM A 36, Structural Steel.
 - 2. ASTM A 320, Alloy-Steel and Stainless Steel Bolting for Low-Temperature Service bolts.
 - 3. American Institute of Steel Construction, Structural Steel Detailing.
- B. Expansion anchors and inserts shall be UL or FM approved.

1.3. SUBMITTALS

- A. Samples: Submit for approval the following:
 - 1. Representative samples of bolts, anchors and inserts as may be requested by the ENGINEER. His review will be for type and finish only. Compliance with all other requirements is exclusive responsibility of CONTRACTOR.
- B. Shop Drawings: Submit for approval the following:
 - 1. Setting drawings and templates for location and installation of anchorage devices.
 - 2. Copies of manufacturer's specifications, load tables, dimension diagrams and installation instructions for the devices.

PART 2 PRODUCTS

2.1. DESIGN CRITERIA

- A. When the size, length or load carrying capacity of an anchor bolt, expansion anchor, or concrete insert is not shown on the Drawings, provide the size, length and capacity required to carry the design load times a minimum safety factor of four.
- B. Determine design loads as follows:

1. For equipment anchors, use the design load recommended by the manufacturer and approved by the ENGINEER.
2. For pipe hangers and supports, use one half the total weight of pipe, fittings, valves, accessories and water contained in pipe, between the hanger or support in question and adjacent hangers and supports on both sides.
3. Allowances for vibration are included in the safety factor specified above.

2.2. MATERIALS

A. Anchor Bolts:

1. "J" or "L" type:
 - a. Material and thread specifications to comply with ASTM A 36.
 - b. Located and accurately set for the intended equipment.
 - c. Protect threads and shank from damage through installation of equipment.
 - d. Size as required for the intended equipment and according to the manufacturer's recommendations.
2. Other types, if shown on Drawings.
3. In buried, exterior or submerged locations, provide stainless steel bolts with material specifications complying with ASTM A320, AISI Type 304. Other AISI types may be used subject to ENGINEER'S approval.

B. Expansion Anchors:

1. Provide zinc plated anchors. Anchors shall be of the size required for the concrete strength specified. Provide stud type (male thread) or flush type (female thread), as required.
2. Product and Manufacturer: Provide anchors by one of the following:
 - a. Red Head;
 - b. Hilti, Incorporated;
 - c. Or equal.
3. In buried, exterior, submerged or below grade locations, provide stainless steel anchors complying with ASTM A 320, AISI Type 304. Other AISI types may be used, subject to ENGINEER'S approval.

C. Concrete Inserts:

1. For piping, grating and floor plate, provide malleable iron inserts. Provide those recommended by the manufacturer for the required loading.
2. Finish shall be black.
3. Product and Manufacturer: Provide one of the following inserts:
 - a. Figure 282 by ITT Grinnell;
 - b. No. 380 by Hohmann and Barnard, Inc.;
 - c. Or equal.

D. Powdered Actuated Fasteners:

1. Provide heavy-duty steel pins with diameter of at least 0.177" and length as required to provide a minimum of 1" embedment.
2. Provide heavy-duty pins with dome type heads.
3. Product and Manufacturer:
 - a. DX Powder Actuated Fastening System by Hilti, Incorporated;
 - b. Or equal.

E. Metal Hit Anchors:

1. Provide 1/4" metal hit anchors for securing pipe, conduit, steel angles or plate, and other attachments to brick walls of adequate length to provide a 1" minimum embedment.
2. Product and Manufacturer:

- a. Metal Hit Anchors by Hilti, Incorporated;
 - b. Or equal.
- F. Cast-In-Place Anchor Bolts:
 - 1. Headed type, unless otherwise shown on Drawings.
 - 2. Material type and protective coating as shown in FASTENER SCHEDULE at end of this section.
- G. Anchor Bolt Sleeves:
 - 1. Plastic:
 - a. Single unit construction with corrugated sleeve.
 - b. Top of sleeve shall be self-threading to provide adjustment of threaded anchor bolt projection.
 - c. Material: High density polyethylene.
 - 2. Fabricated Steel: ASTM A36.
- H. Wedge Anchors:
 - 1. Manufacturers and Products:
 - a. ITW Ramset/Red Head, Wood Dale, IL; Trubolt Wedge Anchor.
 - b. Hilti, Inc., Tulsa, OK; Kwik-Bolt 3 Wedge Anchor.
 - c. Dewalt, Baltimore, MD; Power-Stud Anchor.
 - d. Simpson Strong-Tie Co., Inc., Pleasanton, CA; Wedge-All Anchor.
 - e. Wej-It Corp., Tulsa, OK; ANKR-Tite Wedge Anchor.
 - f. Unitex, Kansas City, MO; Pro-Poxy 300 and Pro-Poxy 300 Fast Epoxy Adhesive Anchors.
- I. Sleeve Anchors:
 - 1. Manufacturers and Products:
 - 2. ITW Ramset/Red Head, Wood Dale, IL, Dynabolt Hex Nut Sleeve Anchor.
 - 3. Dewalt, Inc., Baltimore, MD; Hex Head Power-Bolt Anchor.
 - 4. Simpson Strong-Tie Co., Inc., Pleasanton, CA; Sleeve-All Hex Head Anchor.
 - 5. Wej-It Corp., Tulsa, OK; Wej-It Sleeve Anchor.
- J. Adhesive Anchors:
 - 1. Threaded Rod:
 - a. ASTM F 593 stainless steel threaded rod, diameter as shown on Drawings.
 - b. Length as required, to provide minimum depth of embedment.
 - c. Clean and free of grease, oil, or other deleterious material.
 - d. For hollow-unit masonry, provide galvanized or stainless-steel wire cloth screen tube to fit threaded rod.
 - 2. Adhesive:
 - a. Two-component, designed to be used in adverse freeze/thaw environments, with gray color after mixing.
 - b. Cure Temperature, Pot Life, and Workability: Compatible for intended use and environmental conditions.
 - c. Nonsag, with selected viscosity base on installation temperature and overhead application where applicable.
 - 3. Packaging and Storing:
 - a. Disposable, self-contained cartridge system capable of dispensing both components I the proper mixing ratio and fitting into a manually or pneumatically operated caulking gun.
 - b. Store adhesive cartridges on pallets or shelving in covered storage area, in accordance with manufacturer's written instructions.
 - c. Cartridge Markings: Include manufacturer's name, product name, material type, batch or serial number, and adhesive expiration date.

- d. Dispose of cartridges if shelf life has expired.
- 4. Manufacturers and Products:
 - a. ITW Ramset/Red Head, Wood Dale, IL; Epcon Ceramic 6 Epoxy or A7 Adhesive Anchor System. (Use only Epcon A 7 Adhesive System for hollow masonry.)
 - b. Hilti, Inc., Tulsa, OK; HIT Doweling Anchor System, HIT HY 150 (HIT HY 20 for hollow masonry).
 - c. Dewalt, Inc., Baltimore, MD; Power Fast Epoxy Injection Gel Cartridge System.
 - d. Simpson Strong-Tie Co., Inc., Pleasanton, CA; Epoxy-Tie Adhesive ET or Acrylic-Tie Adhesive. (Use only Acrylic-Tie Adhesive for temperatures below 40 degrees F.)
 - e. Covert Operations, Inc., Long Beach, CA; CIA-Gel 7000 Epoxy Anchors.
 - f. Unitex, Kansas City, MO; Pro-Poxy 300 and Pro-Poxy 300 Fast Epoxy Adhesive Anchors.
- K. Adhesive Threaded Inserts:
 - 1. Stainless steel, internally threaded insert.
 - 2. Manufacturer and Product: Hilti, Inc., Tulsa, OK; HIT-R Insert with HIT HY 150 adhesive.
- L. Welded Anchor Studs
 - 1. Headed anchor studs (HAS) or threaded anchor studs (TAS), as indicated on Drawings.
 - 2. Carbon Steel: ASTM A 108, Standard Quality Grades 1010 through 1020, inclusive either semikilled or killed aluminum or silicon dioxidation, unless indicated otherwise.
 - 3. Stainless Steel: ASTM F593, AISI Type 316, Condition CW, where indicated.
 - 4. Manufacturers:
 - a. Nelson Stud Welding, Stanley Co.
 - b. Stud Welding Associates, Inc., Elyria, OH.

PART 3 EXECUTION

3.1. INSPECTION

- A. Examine conditions under which bolts, anchors, or inserts are to be installed, and notify ENGINEER in writing of unsatisfactory conditions existing. Do not proceed with the Work until unsatisfactory conditions or deficiencies have been corrected in a manner acceptable to ENGINEER.

3.2. INSTALLATION

- A. Drilling equipment used and installation of expansion anchors shall be in accordance with manufacturer's instructions.
- B. Assure that embedded items are protected from damage and are not filled in with concrete.
- C. Expansion anchors may be used for hanging or supporting pipe 4 inches diameter and smaller. Expansion anchors shall not be used for larger pipe unless otherwise shown or approved by the ENGINEER.
- D. Unless otherwise shown or approved by ENGINEER conform to following for expansion anchors:
- E. Minimum embedment depth in concrete: 5 diameters.
 - 1. Minimum anchor spacing on centers: 10 diameters.
 - 2. Minimum distance to edge of concrete: 5 diameters.
 - 3. Increase dimensions above if required to develop the required anchor load capacity.
- F. Use concrete inserts for hanging or supporting pipe larger than 4 inches in diameter up to a maximum of 8 inches in diameter. Loads on concrete inserts shall be as recommended by the insert manufacturer.
- G. Special designs will be shown on Contract Drawings for hanging or supporting pipe larger than 8 inches in diameter.

3.3. CLEANING

- A. After embedding concrete is placed, remove protection and clean bolts and inserts.

END OF SECTION

SECTION 03 30 00 CONCRETE AND GROUT

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install cast-in-place concrete reinforcement and related materials.
- B. Coordination: Review installation procedures under other Sections and coordinate the installation of items that must be installed in the concrete.

1.2. QUALITY ASSURANCE

- A. Source Quality Control:
 - 1. Concrete Testing Service:
 - a. CONTRACTOR shall employ acceptable testing laboratory to perform materials evaluation, testing and design of concrete mixes.
 - b. CONTRACTOR'S laboratory shall also evaluate concrete delivered to and placed at the site.
 - 2. Certificates, signed by concrete producer and CONTRACTOR, may be submitted in lieu of material testing when acceptable to ENGINEER.
 - 3. Quality Control: Perform sampling and testing during concrete placement, as follows:
 - a. Sampling: ASTM C 172.
 - b. Slump: ASTM C 143, one test for each load at point of discharge.
 - c. Air Content: ASTM C 31, one for each set of compressive strength specimens.
 - d. Compressive Strength: ASTM C 39, one set for each 50 cubic yards or fraction thereof for each class of concrete; a minimum of one for each pour of structural concrete; 1 specimen tested at 7 days, 2 specimens tested at 28 days. When the total quantity of concrete is less than 50 cubic yards, the strength tests may be waived by ENGINEER if field experience indicates evidence of satisfactory strength.
- B. Reference Standards: Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified:
 - 1. ACI 301, Specifications for Structural Concrete for Building (includes ASTM Standards referred to herein except ASTM A 36).
 - 2. ACI 347, Recommended Practice for Concrete Formwork.
 - 3. ACI 304, Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
 - 4. ACI 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
 - 5. ACI 305, Recommended Practice for Hot Weather Concreting.
 - 6. ACI 306, Recommended Practice for Cold Weather Concreting.
 - 7. ASTM A 36, Structural Steel.
 - 8. Concrete Reinforcing Steel Institute, Manual of Standard Practice, include ASTM Standards referred herein.

1.3. SUBMITTALS

- A. Samples: Submit samples of materials as specified and may be requested by the ENGINEER including names, sources and descriptions.
- B. Shop Drawings: Submit the following for approval in accordance with Shop Drawing Procedures Section 01 33 23 and the General Requirements and with additional requirements as specified.
 - 1. Copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures and bonding agents.

2. Drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315, Chapters 1 thru 8. For walls, show elevations to a minimum scale of 3 inch to 1 foot. Show bar schedules, stirrup spacing, diagrams of bent bars, arrangements and assemblies, as required for the fabrication and placement of concrete reinforcement.
 3. List of concrete materials and concrete mix designs proposed for use. Include the results of all tests performed to qualify the materials and to establish the mix designs in accordance with ACI 301, 3.9. Submit written report to ENGINEER for each proposed concrete mix at least 15 days prior to start of Work. Do not begin concrete production until mixes have been reviewed and are acceptable to ENGINEER. Mix designs may be adjusted when material characteristics, job conditions, weather, test results or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by ENGINEER.
- C. Laboratory Test Reports: Submit copies of laboratory test reports for concrete cylinders, materials and mix design tests. Production of concrete to comply with specified requirements is the responsibility of the CONTRACTOR.

1.4. PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver concrete reinforcement materials to the site bundled, tagged and marked. Use tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.
- B. All materials used for concrete must be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer. Bins or platforms having hard clean surfaces shall be provided for storage. Suitable means shall be taken during hauling, piling and handling to ensure that segregation of the coarse and fine aggregate particles does not occur and the grading is not affected.

PART 2 PRODUCTS

2.1. CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type 1.
- B. Aggregates: ASTM C 33.
 1. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Dune sand, bank run sand and manufactured sand are not acceptable.
 2. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter, as follows:
 - a. Crushed stone, processed from natural rock or stone.
 - b. Washed gravel, either natural or crushed. Use of slag and pit or bank run gravel is not permitted.
- C. Coarse Aggregate Size: Size to be ASTM C 33, Nos. 57 or 67, unless permitted otherwise by ENGINEER
- D. Water: Clean, potable.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs.
- G. Slump Limits: Proportion and design mixes to result in concrete slump at the point of placement of not less than one inch and not more than four inches.

2.2. FORM MATERIALS

- A. Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.
- B. Exposed Concrete Surfaces: Acceptable panel-type to provide continuous, straight, smooth, as-cast surfaces. Use largest practical sizes to minimize form joints.
- C. Unexposed Concrete Surfaces: Suitable material to suit project conditions.

- D. Provide 1/4 inch chamfer at all exposed corners.

2.3. REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60.
- B. Welded Wire Fabric: ASTM A 185.
- C. Steel Wire: ASTM A 82.
- D. Supports for Reinforcement: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.
 - 1. Use wire bar type supports complying with CRSI recommendations, except as specified below. Do not use wood, brick, or other unacceptable materials.
 - 2. For slabs on grade, use supports with sand plates or horizontal runners where base materials will not support chair legs.
 - 3. For all concrete surfaces, where legs of supports are in contact with forms, provide supports complying with CRSI, Manual of Standard Practice as follows: Either hot-dip galvanized, plastic protected or stainless steel legs.

2.4. GROUT

- A. Non-metallic, 100 percent solids, high strength epoxy grout.
 - 1. Use clean well graded sand with epoxy resins suitable for use on dry or damp surfaces.
 - 2. Product and Manufacturer; Provide one of the following:
 - a. Euco High Strength Grout by the Euclid Chemical Company.
 - b. Sikadur 42 Grout by Sika Chemical Company.
 - c. Five Star Epoxy Grout by U.S. Grout Corporation.
 - d. Or equal.
- B. Nonshrink, Nonmetallic Grout:
 - 1. Premixed nonstaining cementitious grout requiring only the addition of water at the job site.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Euco N-S by the Euclid Chemical Company.
 - b. Masterflow 713 by Master Builders Company.
 - c. Five Star by U.S. Grout Corporation.
 - d. Or equal.
- C. Ordinary Cement-Sand Grout:
 - 1. Except where otherwise specified use 1 part cement to 3 parts sand complying with the following:
 - a. Cement: ASTM C 150, Type I.
 - 2. Sand: ASTM C 33.

2.5. EXPANSION JOINTS

- A. Expansion joint filler shall be preformed expansion joint filler complying with ASTM D 1752, Type II cork.
- B. Expansion joint sealer:
 - 1. Exterior and Interior Joints in Horizontal Planes: Two-Component Polyurethane Sealant:
 - a. Polyurethane-based, 2-part elastomeric sealant complying with the following:
 - 1) FS TT-S-00227, Type 1 (self-leveling) Class A.
 - 2) Water Immersion Bond, FS TT-S-00227; Elongation of 25 percent with no adhesive failure.
 - 3) Hardness (Standard Conditions), ASTM C 661: 30-40.
 - 4) Stain and Color Change, FS IT-S-00227 and ASTM C 510: No discoloration or stain.
 - 5) Accelerated Aging, ASTM C 793: No change in sealant characteristics after 250 hours in weatherometer.

- b. Product and Manufacturer: Provide one of the following:
 - 1) Masterseal SL 2 by Master Builders Company.
 - 2) Vulkem 255 by Tremco.
 - 3) Or equal.

2.6. WATERSTOPS

- A. Reference Standard: CRD-C 572.
 - 1. Construction Joints: A dumbbell shape polyvinyl chloride waterstop with the following minimum requirements:
 - a. Thickness: 3/8 inch.
 - b. Length: Six inches.
 - c. Bulb diameter: 3/4 inch.
 - 2. Expansion Joints: A dumbbell shape polyvinyl chloride waterstop with the following minimum requirements:
 - a. Thickness: 3/8 inch.
 - b. Length: Nine inches.
 - c. Bulb diameter: 3/4 inch.
- B. Product and Manufacturer: Provide waterstops as manufactured by one of the following.
 - 1. Vulcan Products, Inc.
 - 2. W.R. Meadows, Inc.
 - 3. Or equal.

PART 3 EXECUTION

3.1. INSPECTION

- A. CONTRACTOR and his installer shall examine the substrate and the conditions under which work is to be performed and notify engineer of unsatisfactory conditions. do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to ENGINEER.

3.2. FORMWORK

- A. Formwork: Construction so that concrete members and structures are correct size, shape, alignment, elevation and position, complying with ACI 347.
- B. Provide openings in formwork to accommodate Work of other trades. Accurately place and securely support items built into forms.
- C. Clean and adjust forms prior to concrete placement. Apply form release agents or wet forms, as required. Retighten forms during and after concrete placement if required to eliminate mortar leaks.

3.3. REINFORCEMENT, JOINTS, AND EMBEDDED ITEMS

- A. Comply with the applicable recommendations of specified codes and standards, and ACI Manual No. SP-66, latest edition, for details and methods of reinforcement placement and supports.
- B. Clean reinforcement to remove loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Position, support, and secure reinforcement against displacement during formwork construction or concrete placement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.
 - 1. Place reinforcement to obtain the minimum concrete converges as shown and as specified in ACI 318. Arrange, space, and securely tie bars and bar supports together with 16 gauge wire to hold reinforcement accurately in position during concrete placement operations. Set with ties so that twisted ends are directed away from exposed concrete surfaces.
 - 2. Reinforcing steel shall not be secured to forms with wire, nails or other ferrous metal. Metal supports subject to corrosion shall not touch formed or exposed concrete surfaces.

- D. Provide sufficient numbers of supports of strength required to carry reinforcement. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- E. Splices: Provide standard reinforcement splices by lapping ends, placing bars in contact, and tying tightly with wire. Comply with requirements for minimum lap of spliced bars.
- F. Install welded wire fabric in as long lengths as practical, lapping at least one mesh.
- G. Concrete shall not be placed until the reinforcing steel is inspected and permission for placing concrete is granted by ENGINEER. All concrete placed in violation of this provision will be rejected.
- H. Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair the strength and appearance of the structure. Place isolation and control joints in slabs on ground to stabilize differential settlement and random cracking.
- I. Installation of Embedded Items: Set and build into the Work anchorage devices and embedded items required for other Work that is attached to, or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided under other Sections and other contracts for locating and setting. Refer also to Paragraph 1.1.B., Coordination, above.
- J. Waterstops
 - 1. General:
 - a. Comply with ACI 301, Chapter 6, and as specified below. All joints shall be made in accordance with manufacturer's instructions.
 - b. Obtain ENGINEER'S approval for waterstop locations not shown.
 - c. Provide waterstops in all foundations, tanks and other substructures up to an elevation at least 12 inches above grade or to an elevation at least 12 inches above liquid level in tanks, whichever is higher, except where otherwise shown or noted.
 - 2. Polyvinyl Chloride Waterstop:
 - a. Tie waterstop to reinforcement so that it is securely and rigidly supported in the proper position during concrete placement. Continuously inspect waterstops during concrete placement to insure their proper positioning.
 - b. Waterstops shall be fused using equipment as supplied by or recommended by the manufacturer.
 - c. Where required, weld polyvinyl chloride waterstop to steel waterstop by gently heating while applying pressure to the two materials. Use a steel plate and two "C" clamps to apply the pressure and a propane torch to apply the heat. The polyvinyl chloride waterstop shall be clamped between the steel waterstop and the steel plate which is held in place by the two "C" clamps. As heat is applied to the steel waterstop tighten the "C" clamps. Heat for approximately 15 minutes at a temperature just enough to make the polyvinyl chloride "runny" and the weld complete. After cooling remove the "C" clamps and plate. ENGINEER must approve polyvinyl chloride before embedding in concrete.

3.4. CONCRETE AND PLACEMENT

- A. Proportioning and Design of Mix:
- B. Minimum compressive strength at 28 days: 4000 psi.
 - 1. Maximum water cement ratio by weight: 0.45.
 - 2. Minimum cement content: 564 pounds per cubic yard.
 - 3. Normal weight: 145 pounds per cubic foot.
 - 4. Use air-entraining admixture in all concrete: Provide not less than 4 percent nor more than 8 percent entrained air for concrete exposed to freezing and thawing, and from 2 percent to 4 percent for other concrete.
 - 5. Calcium Chloride: Do not use calcium chloride in concrete, unless otherwise authorized in writing by ENGINEER. Do not use admixtures containing calcium chloride.

- C. Job-Site Mixing: Use drum type batch machine mixer, mixing not less than 3 minutes for one cubic yard or smaller capacity. Increase mixing time at least 1 minute for each additional cubic yard or fraction thereof.
- D. Ready-Mixed Concrete: ASTM C 94.
- E. Concrete Placement: Comply with ACI 304, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.
- F. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into all parts of forms.
- G. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement, and curing.
 - 1. In cold weather comply with ACI 306.
 - 2. In hot weather comply with ACI 305.

3.5. QUALITY OF CONCRETE WORK

- A. Make all concrete solid, compact and smooth, and free of laitance, cracks and cold joints.
- B. Cut out and properly replace to the extent ordered by the ENGINEER, or repair to the satisfaction of the ENGINEER, surfaces which contain cracks or voids, are unduly rough, or are in any way defective. Patches or plastering will not be acceptable.
- C. Repair, removal, and replacement of defective concrete as ordered by the ENGINEER shall be at no additional cost to the OWNER.

3.6. CURING

- A. Begin initial curing after placing and finishing concrete as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing use of moisture-retaining cover or membrane-forming curing compound. Cure fanned surfaces by moist curing until forms are removed. Provide protection as required to prevent damage to exposed concrete surfaces.
- B. Forms on structural walls shall be left in place for a minimum of 72 hours unless a cylinder breaks indicating the strength of the concrete has reached 75 percent of design strength.
- C. Forms on structural floors and ceiling shall be left in place until a cylinder break indicates the strength of the concrete has reached 85 percent of design strength.

3.7. FINISHES

- A. Finish:
 - 1. After placing concrete slabs, do not work the surface further until ready for floating. Begin floating when the surface water has disappeared or when the concrete has stiffened sufficiently. Check and level the surface plane to a tolerance not exceeding 3 inch in 10 feet when tested with a 10 foot straightedge placed on the surface at not less than 2 different angles. Cut down high spots and fill all low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat the surface to a uniform, smooth, granular texture.
 - 2. After floating, begin the first trowel finish operation using a trowel. Begin final troweling when the surface produces a ringing sound as the trowel is moved over the surface.
 - 3. Consolidate the concrete surface by the final hand troweling operation. Finish shall be free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/4 inch in 10 feet when tested with a 10 foot straight edge. Grind smooth surface defects.
 - 4. Use trowel finish for the following: Interior exposed slabs unless otherwise shown or specified.
 - 5. Apply non-slip broom finish to exterior concrete slab and elsewhere as shown on the Drawings.

3.8.GROUT PLACEMENT

A. General:

1. Place grout as shown and in accordance with manufacturer's instructing. If manufacturer's instructions conflict with the Specifications do not proceed until the ENGINEER provides clarification.
2. Dry packing will not be permitted.
3. Manufacturers of proprietary products shall make available upon 72 hours notification the services of a qualified, full-time employee to aid in assuring proper use of the product under job conditions.
4. Placing grout shall conform to the temperature and weather limitations described in Paragraph 3.4 above.

3.9.WATERTIGHTNESS

- A. Each water-retaining structure (those which are intended to hold a liquid) shall be filled and tested for leaks by the CONTRACTOR with clean water prior to surface coating or painting. Leaks shall be repaired by the CONTRACTOR. The procedure and manner in which leaks are repaired shall meet the approval of the ENGINEER. All costs associated with the testing and repair of leaks shall be at the expense of the CONTRACTOR. Prior to beginning of the leakage test, the structure shall be filled to the highest working water level and allowed to stand for a period of 24 hours to allow for absorption.
- B. Leakage limitations shall be as follows:
1. All water visibly flowing through a concrete wall shall constitute a leak and shall be repaired by pumping and sealing the crack with an NSF-approved for potable water contact material.
 2. Damp areas not exceeding one percent of the total wall wetted area and not having visible seepage shall be conditionally acceptable subject to all said dampness being eliminated by application of the water side surface treatment as may be specified. In the absence of a specified water side surface treatment or where said treatment does not eliminate wall dampness, the water side of the wall shall be prepared in accordance with the manufacturer's instructions and an NSF approved for potable water contact epoxy concrete surface coating applied.
 3. All leakage testing shall be performed prior to backfill.
 4. To check for leakage through the tank bottoms, the fall in surface water level during tank testing shall be measured and shall not exceed 0.5 inch in a 24-hour period, providing allowance for evaporation at a rate approved by the ENGINEER.
 5. Visual leaks, either flowing or damp areas, observed during the filling, absorption, or test periods shall be marked and locations recorded and repaired.

END OF SECTION

SECTION 05 50 00 METAL FABRICATIONS AND MISCELLANEOUS METALS

PART 1 GENERAL

1.1. DESCRIPTION

- A. The types of miscellaneous metal fabrications Work includes, but is not necessarily limited to, the following:
 - 1. Stainless Steel Structural Shapes
 - 2. Aluminum Structural Shapes
- B. Related Sections:
 - 1. Section 03 30 00, Concrete and Grout
 - 2. Section 09 91 00, Painting

1.2. QUALITY ASSURANCE

- A. Reference Standards: Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified:
 - 1. ASTM A 36, Structural Steel
 - 2. ASTM A 123, Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - 3. ASTM A 153, Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - 4. ASTM A 240, Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
 - 5. ASTM A 320, Alloy-Steel and Stainless Steel Bolting for Low-Temperature Service
 - 6. ASTM B 209, Aluminum and Aluminum-Alloy Sheet and Plate
 - 7. ANSI A14.3, Ladders - Fixed - Safety Requirements
 - 8. AWS D1.1, Structural Welding Code
 - 9. AISI Standards for Stainless Steel
- B. Design Criteria: The size and spacing of expansion bolts, anchor bolts, cast-in-place inserts and similar items shown or specified shall be considered the minimum acceptable size. Final selection of these items shall be based upon the actual design load times a minimum safety factor of four. Where the size and spacing of expansion bolts, anchor bolts, cast-in-place inserts and similar items are not shown or are not specified, CONTRACTOR shall provide such items of sufficient size, length, load carrying capacity and spacing required to carry the design load times a minimum safety factor of four. Provide noncorrosive materials for all such items.
- C. Field Measurement: Take field measurements where required prior to preparation of Shop Drawings and fabrication to ensure proper fitting of the Work.
- D. Shop Assembly: Preassemble items in the shop to the greatest extent possible, so as to minimize field splicing and assembly of units at the project site. Disassemble units only to the extent necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

1.3. SHOP DRAWINGS

- A. Submit copies of manufacturer's specifications, load tables, dimension diagrams, anchor details, and installation instructions for products to be used in miscellaneous metal fabrications work.
- B. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Verify field measurements prior to submission of shop drawings to ENGINEER.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Steel Sections: ASTM A36

- B. Stainless Steel Sheet and Plate: ASTM A 240 (stainless steel Type 316 or higher)
- C. Bolts, Nuts and Washers: ASTM A 307, or ASTM A 325
- D. Welding materials: AWS D1.1; type required for materials being welded,
- E. Aluminum
 - 1. Extruded shapes and tubes: ASTM B221
 - 2. Plate and sheet: ASTM B209
 - 3. Bars, rods and wire: ASTM B211
- F. Stainless Steel Fasteners and Fittings: ASTM A320 (stainless steel Type 18-10 or higher)
- G. Zinc Coated Hardware: ASTM A 153
- H. Primer: All steel shall be primed in the shop. Surface preparation and shop priming as specified in Section 09 91 00, Painting

2.2. METAL FABRICATIONS

- A. Miscellaneous Framing and Supports:
 - 1. Provide miscellaneous metal framing, supports and other metal items required which are not a part of the structural steel framework and are required to complete the Work.
 - 2. Fabricate miscellaneous units to the sizes, shapes and profiles shown or, if not shown, of the required dimensions to receive adjacent grating, plates, tanks, doors, or other work to be retained by the framing. Except as otherwise shown, fabricate from structural shapes, plates, and bars, of all welded construction using mitered comers, welded brackets and splice plates and a minimum number of joints for field connection. Cut, drill and tap units to receive hardware and similar items to be anchored to the Work.
- B. Primer Paint: Unless otherwise shown or specified, prepare surfaces and prime steel items as required under Section 09 91 00, Painting, of these Specifications.
- C. Galvanizing: All galvanizing of fabricated steel items to comply with the requirements of ASTM A 123.

PART 3 EXECUTION

3.1. PREPARATION

- A. Obtain ENGINEER approval prior to site cutting or making adjustments not scheduled.
- B. Clean and strip site primed steel items to bare metal where site welding is scheduled.
- C. Make provisions for erection loads with temporary bracing. Keep work in alignment.
- D. Supply items required to be cased into concrete or embedded in masonry with setting templates to appropriate sections.
- E. Surface preparation and painting is required for all ferrous metals, equipment and accessories. Stainless steel shall not be painted.
- F. Galvanizing: All galvanizing of fabricated steel items to comply with the requirements of ASTM A 123.

3.2. FABRICATION

- A. Verify dimensions on site prior to shop fabrication.
- B. Fabricate items with joints tightly fitted and secured.
- C. Fit and shop assemble in largest practical sections for delivery to site.
- D. Grind exposed welds flush and smooth with adjacent finished surface. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of structure, except where specifically noted otherwise.
- F. Make exposed joints butt tight, flush, and hairline.

- G. Supply components required for anchorage of metal fabrications. Fabricate anchorage and related components of same materials and finish as metal fabrication, except where specifically noted otherwise. Supply sleeves as required for mounting of newel posts in concrete.

3.3. INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Perform field welding in accordance with AWS D1.1.
- C. After installation, touch up field welds, scratched or damaged surfaces with primer.

3.4. FINISH

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- B. Do not prime surfaces in direct contact bond with concrete or where field welding is required.
- C. Prime paint all metal fabrications.

END OF SECTION

SECTION 09 91 00 PAINTING

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. High performance coating systems for items specified herein.

1.2. RELATED SECTIONS

- A. Section 05 12 00 – Structural Steel
- B. Section 05 08 00 – Factory-Applied Metal Coatings.
- C. Section 09 91 00 – Painting
- D. Section 26 05 53 – Electrical Identification: Identification of electrical equipment.
- E. Section 32 17 23 – Paving Specialties: Pavement marking paints.
- F. Section 40 05 97 – Mechanical Identification: Identification of mechanical equipment.

1.3. REFERENCES

- A. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D 4263 - Indicating Moisture in Concrete by the Plastic Sheet Method.
- C. ASTM F 1869 - Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- D. International Concrete Repair Institute (ICRI) Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- E. SSPC-SP 1 - Solvent Cleaning.
- F. SSPC-SP 2 - Hand Tool Cleaning.
- G. SSPC-SP 3 - Power Tool Cleaning.
- H. SSPC-SP 6/NACE 3 - Commercial Blast Cleaning.
- I. SSPC-SP 13/NACE 6 - Surface Preparation of Concrete.

1.4. DEFINITIONS

- A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

1.5. SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit manufacturer's product data for each coating, including generic description, complete technical data, surface preparation, and application instructions.
- C. Color Samples: Submit manufacturer's color samples showing full range of standard colors.

- D. Manufacturer's Quality Assurance: Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
- E. Applicator's Quality Assurance: Submit list of a minimum of 5 completed projects of similar size and complexity to this Work. Include for each project:
- F. Project name and location.
 - 1. Name of OWNER.
 - 2. Name of CONTRACTOR.
 - 3. Name of architect.
 - 4. Name of coating manufacturer.
 - 5. Approximate area of coatings applied.
 - 6. Date of completion.

1.6. QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Specialize in manufacture of coatings with a minimum of 10 years successful experience.
 - 2. Able to demonstrate successful performance on comparable projects.
 - 3. Single Source Responsibility: Coatings and coating application accessories shall be products of a single manufacturer.
- B. Applicator's Qualifications:
 - 1. Experienced in application of specified coatings for a minimum of 5 years on projects of similar size and complexity to this Work.
 - 2. Applicator's Personnel: Employ persons trained for application of specified coatings.
- C. Mock-Ups: Prepare a minimum 10 foot x 10 foot mock-up for each coating system specified using same materials, tools, equipment, and procedures intended for actual surface preparation and application. Obtain Architect's approval of mock-ups. Retain mock-ups to establish intended standards by which coating systems will be judged.
- D. Preapplication Meeting: Convene a preapplication meeting two weeks before start of application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, Architect, applicator, and manufacturer's representative. Review the following:
 - 1. Environmental requirements.
 - 2. Protection of surfaces not scheduled to be coated.
 - 3. Surface preparation.
 - 4. Application.
 - 5. Repair.
 - 6. Field quality control.
 - 7. Cleaning.

8. Protection of coating systems.
9. One-year inspection.
10. Coordination with other work.

1.7. DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
 1. Coating or material name.
 2. Manufacturer.
 3. Color name and number.
 4. Batch or lot number.
 5. Date of manufacture.
 6. Mixing and thinning instructions.
- B. Storage:
 1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
 2. Keep containers sealed until ready for use.
 3. Do not use materials beyond manufacturer's shelf-life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.

1.8. ENVIRONMENTAL REQUIREMENTS

- A. Weather:
 1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
 2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
 3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
 4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
 5. Wind: Do not spray coatings if wind velocity is above manufacturer's limit.
- B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.
- C. Dust and Contaminants:
 1. Schedule coating work to avoid excessive dust and airborne contaminants.
 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 PRODUCTS

2.1. MANUFACTURER

- A. Tnemec Company Incorporated, Prime Coatings or prior approval equal.
- B. Bidders desiring to use products other than those specified shall submit their proposal in writing to the ENGINEER at least ten (10) days prior to the bid opening. Requests for substitution shall include manufacturer's literature for each product giving the name, generic type, descriptive information, solids by volume, recommended dry film thickness and a list of five projects where each product has been used and rendered satisfactory service. No request for substitution shall be considered that would decrease thickness, the number of coats applied or offer a change in the generic type of coating specified. The coating CONTRACTOR shall submit manufacturer's certified test reports showing that the substitute product(s) equal or exceed the performance of the specified products. The coating CONTRACTOR shall supply a cured sample of the proposed system to the architect to verify the manufacturer is capable of providing orange peel finish.

2.2. COATING SCHEDULE

- A. Concrete Walls & Ceiling in Aerator Building
 - 1. System Type: Self Crosslinking Hydrophobic Acrylic.
 - 2. Surface Preparation: "sweep blast" all areas to remove all existing coating/paint not tightly bonded to the surface. All surfaces shall be clean, dry and free of oil, grease, and other contamination.
 - 3. Patching Mortar: Repair all spalled areas using Series 217 Mortarcrete to fill flush.
 - 4. First Full Coat: Series 115 Uni-Bond DF. DFT 3.0-4.0 mils.
 - 5. Finish Coat: Series 115 Uni-Bond DF. DFT 3.0 to 4.0 mils
 - 6. Finish Color: As selected by ENGINEER from manufacturer's standard colors.
- B. Concrete (Exterior)
 - 1. System Type: Modified Waterborne Acrylate.
 - 2. Surface Preparation: High Pressure Wash (4,000 psi minimum) with a zero degree rotary nozzle all surfaces to remove all surface contaminants, mold, mildew, etc.
 - 3. Prime Coat: Series 151 Elasto-Grip. DFT 1.0-1.5 mils.
 - 4. Intermediate Coat: Series 156 Enviro-Crete. DFT 6.0-8.0 Mils
 - 5. Finish Coat: Series 156 Enviro-crete. DFT 6.0-8.0 mils.
- C. Piping
 - 1. System Type: Anti-Corrosive Acrylic Mastic/Epoxy
 - 2. Surface Preparation: High Pressure Wash (3,500 PSI Minimum) with a zero degree rotary nozzle all surfaces to remove all surface contaminants, and loosely bonded coating. Power Tool Clean all rusted areas in accordance with SSPC-SP3. A cleanliness standard in accordance with SSPC WJ-4 Waterjet Cleaning of Metals is required.
 - 3. Spot Prime (all areas of bare metal, rust or edges of existing aged coating): Series 118 Uni-Bond Mastic. DFT 6.0-8.0 Mils.

4. Intermediate Coat (spray apply): Series 118 Uni-Bond Mastic. DFT 6.0-8.0 mils.
5. Finish Coat: Series 66 H.B. Epoxoline 4.0-6.0 dry mils
6. Finish Color: As selected by ENGINEER from manufacturer's standard colors.

D. Exterior Brick & Precast:

1. Surface Preparation: Surface Preparation: High Pressure Wash (4,000 psi minimum) with a zero degree rotary nozzle all surfaces to remove all surface contaminants, mold, mildew, etc.
2. Coating System:
 - a. 1st Coat: Tnemec Series 660 Prime-A-Pell 200 at a rate as follows;
Brick: 125-150 s.f./gal
Precast: 200-250 s.f./gal

2.3.ACCESSORIES

A. Coating Application Accessories:

1. Accessories required for application of specified coatings in accordance with manufacturer's instructions, including thinners.
2. Products of coating manufacturer.

PART 3 EXECUTION

3.1. EXAMINATION

- A. Examine areas and conditions under which coating systems are to be applied. Notify Architect of areas or conditions not acceptable. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.

3.2.PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

- A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
- B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.

3.3.SURFACE PREPARATION OF CONCRETE AND MASONRY

- A. Prepare concrete and masonry surfaces in accordance with manufacturer's instructions, SSPC-SP 13/NACE 6, and ICRI 03732.
- B. Ensure surfaces are clean, dry, and free of oil, grease, dirt, dust, and other contaminants.
- C. Test concrete for moisture in accordance with ASTM D 4263 and F 1869.
- D. Allow concrete and mortar to cure for a minimum of 28 days before coating.
- E. Level protrusions and mortar spatter.

3.4.APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.

- C. Keep containers closed when not in use to avoid contamination.
- D. Do not use mixed coatings beyond pot life limits.
- E. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- F. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- G. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- H. Stripe paint with brush critical locations on steel such as welds, corners, and edges using specified primer.

3.5.REPAIR

- A. Materials and Surfaces Not Scheduled to Be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.6.FIELD QUALITY CONTROL

- A. Inspector's Services:
 - 1. Verify coatings and other materials are as specified.
 - 2. Verify surface preparation and application are as specified.
 - 3. Verify DFT of each coat and total DFT of each coating system are as specified using wet film and dry film gauges.
 - 4. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
 - 5. Report:
 - a. Submit written reports describing inspections made and actions taken to correct nonconforming work.
 - b. Report nonconforming work not corrected.
 - c. Submit copies of report to Architect and Contractor.
- B. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for surface preparation and application of coating systems.

3.7.CLEANING

- A. Remove temporary coverings and protection of surrounding areas and surfaces.

3.8.PROTECTION OF COATING SYSTEMS

- A. Protect surfaces of coating systems from damage during construction.

END OF SECTION

SECTION 33 01 10 DISINFECTION OF POTABLE WATER PIPING

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: CONTRACTOR shall furnish all labor, materials, equipment, appurtenances and services required to clean, flush and disinfect piping which is designated to carry water.
- B. Related Work Specified Elsewhere:
 - 1. Section 01 71 16, Site Conditions.
 - 2. Division 3, Utilities.

1.2. QUALITY ASSURANCE

- A. Reference Standards: Comply with applicable provisions and recommendations of the following, AWWA C651, Disinfecting Water Mains, unless otherwise shown or specified.

1.3. SUBMITTALS

- A. Shop Drawings: Submit for approval the following: Disinfection procedures, methods, coordination and schedules.

1.4. JOB CONDITIONS

- A. CONTRACTOR shall coordinate disinfection of the clearwells, and rapid mix tank with disinfection of the service pumps, use of temporary pumps for initial startup and operation of the plant and necessary disposal of treated water following start-up to assure proper water quality.
- B. CONTRACTOR shall repeat the disinfection procedure as necessary due to start-up operations.

PART 2 PRODUCTS

2.1. DISINFECTANT

- A. Liquid chlorine, sodium hypochlorite, or calcium hypochlorite may be used as described in AWWA C651.

PART 3 EXECUTION

3.1. GENERAL

- A. Disinfection work shall be completed and the facility satisfactorily tested for bacteria in accordance with Standard Methods for Examination of Water and Wastewater before it may be placed in service. Two or more samples shall be taken from each unit or facility not less than 30 minutes apart and shall be tested for the presence of coliform.
- B. Samples for bacteriological tests will be taken by a certified water plant operator of the OWNER and analyzed by the Mississippi State Department of Health. Complete disinfection shall be defined as no confluent growth for samples taken on two consecutive days. These samples shall indicate complete disinfection before the facilities will be accepted.
- C. CONTRACTOR shall repeat the disinfection procedure until the test results indicate complete disinfection.
- D. CONTRACTOR shall provide all disinfectant and water required for disinfection at his own expense.

3.2. CLEANING

- A. Conform to AWWA C653; however, all surfaces including the ceiling shall be cleaned.

3.3. CHLORINATION PROCEDURE FOR PIPING

- A. Disinfection:
 - 1. Completely clean interior of all piping and flush piping prior to disinfection with water at a minimum velocity of 2-1/2 feet per second.

2. Conform to procedures described in AWWA C651 unless otherwise approved by ENGINEER.
 3. Water for flushing, testing and chlorination shall be furnished and paid for by the CONTRACTOR. The CONTRACTOR shall provide all temporary piping, hose, valves, appurtenances, and services required.
 4. Chlorine concentration in the water entering the piping shall be between 50 and 100 parts per million, such that a minimum residual concentration of 25 mg/l will be left after a 24-hour retention period. The operation shall be repeated as necessary to provide complete disinfection.
 5. Other methods described in AWWA C651 may be used after approval by ENGINEER.
- B. A permit from the Mississippi Department of Environmental Quality, Office of Pollution Control, must be obtained if an alternate disinfection procedure is to be used which would require the discharge of chlorinated water to a receiving stream.
- C. CONTRACTOR shall:
1. Provide all temporary taps, plugs, valves, drains, pumps, piping and connections required to clean, flush, disinfect and remove the disinfectant.
 2. Perform disinfection of each facility immediately before the facility is placed in operation, and ensure that the facility is not contaminated after being acceptably disinfected.
 3. Provide and apply reducing agent to thoroughly neutralize the chlorine residual from all water removed and disposed of during the disinfection procedure.

END OF SECTION

SECTION 33 01 11 DISINFECTION OF POTABLE WATER FACILITIES

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. Furnish all labor and materials required and disinfect the potable water facilities. Dechlorination will be required in order to reduce chlorine concentration to less than four parts per million if chlorine solution used for disinfection is to be discharged to waterways or water courses known to support fish or wildlife.
- B. The potable water facilities include:
 - 1. 1930's Aerator,
 - 2. 1990's Aerator
 - 3. Rapid Mix Tank
 - 4. 6 Filters

1.2. MEASUREMENT AND PAYMENT

- A. No separate payment will be made for this Work. Include payment in the lump sum base bid.

PART 2 PRODUCTS

2.1. CHLORINE

- A. Liquid chlorine shall meet the requirements of AWWA B301.
- B. Calcium hypochlorite shall meet the requirements of AWWA B300.

2.2. CHLORINE NEUTRALIZING CHEMICALS

- A. Chlorine neutralizing chemicals (e.g., sulfur dioxide, sodium bisulfite, sodium sulfite, etc.), if required for residual reduction of heavy chlorinated water, are to be of grade and analysis approved by the City.

PART 3 EXECUTION

3.1. GENERAL

- A. The facility shall be cleaned and disinfected in compliance with all applicable sections of AWWA Standard C653. Interior surfaces of the facility shall be exposed to a concentration of 100 ppm for a period of not less than three hours, after which the lines shall be flushed clean until the chlorine concentration in the water leaving the line is no higher than that generally prevailing in the system, or less than 1 ppm. Chlorine solution with a higher residual may remain in the line, without flushing, if approved by the Owner.

3.2. PROCEDURES

- A. Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the facility; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- B. Concrete Tanks
 - 1. During construction, the interior of all facilities shall be kept as free as possible from dirt and foreign matter at all times.
 - 2. Prior to disinfection, the facility shall be cleaned as thoroughly as possible.
 - 3. After cleaning has been completed to the point that apparent dirt and foreign matter have been removed from the tank, either liquid chlorine or calcium hypochlorite solution shall be used to disinfect the facility as provided in AWWA C653.

4. Following chlorination, treated water shall be dechlorinated and pumped from the tank into the waste lines until the replacement water is proved by test to meet regulations of Mississippi Department of Health. Discharge of highly chlorinated water will not be allowed without a permit from the Department of Environmental Quality, Office of Pollution Control, the CONTRACTOR, will be responsible for obtaining this permit should he desire to discharge highly chlorinated water.
5. Should the initial treatment fail to achieve the satisfactory quality described above, the original chlorination procedure shall be repeated until satisfactory results are obtained.

C. Filter Media

1. Disinfect by inserting sufficient chlorine into the backwash water to produce a free chlorine residual of at least 25 mg/L throughout the filter.
2. Allow chlorinated water to stand for 24 hours, at the end of which the chlorinated water will be tested in multiple locations and depths to determine that at least 15 mg/L free chlorine residual remains. If less than 15 mg/L is found, the process shall start over.
3. If satisfactory chlorine residuals are obtained after the chlorine contact period, the filter shall be run to waste or backwashed thoroughly to remove highly chlorinated water. Discharge of highly chlorinated water will require a permit from the Department of Environmental Quality, Office of Pollution Control, the CONTRACTOR, will be responsible for obtaining this permit should he desire to discharge highly chlorinated water.

3.3. WATER SOURCE

- A. Water for disinfection purposes may be obtained from the plant.

3.4. BACTERIOLOGICAL SAMPLING AND TESTING

- A. After disinfection at least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group.
- B. Samples with "No Coliform Present" shall constitute acceptable sample(s) when analyzed by the Mississippi State Department of Health or a laboratory certified by the State. If such samples do not have "No Coliform Present", the section shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the section is freed of contamination.
- C. All facilities will be cleaned, flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- D. The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

END OF SECTION

SECTION 33 01 12 INSPECTION AND TESTING OF WATER UTILITIES

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: Furnish all labor, materials, tools, equipment and related items required to perform infiltration/exfiltration testing and deflection testing of gravity pipelines and to perform pressure and leakage testing of pressure pipelines.
- B. Related Work:
 - 1. Section 33 05 19, Buried Ductile Iron Pipe and Fittings.
 - 2. Section 33 05 31.16, Polyvinyl Chloride (PVC) Pipe.
 - 3. Section 33 05 05, Buried Piping Installation.

1.2. REFERENCE STANDARDS

- A. American Society for Testing Materials (ASTM)
 - 1. ASTM C 828 - Low Pressure Air Test of Vitrified Clay Pipe Lines
 - 2. ASTM C 969 - Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
 - 3. ASTM C 1103 - Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
 - 4. ASTM F 1417 - Installation Acceptance of Plastic Non-pressure Sewer Lines Using Low-Pressure Air

PART 2 PRODUCTS

2.1. TEST FLUIDS

- A. Hydrostatic Test - Water should be used as the test fluid whenever possible. In those systems where water cannot be used the test fluid may be either the one to be used in the system or the one agreed upon by the ENGINEER and the CONTRACTOR.
- B. Pneumatic Test - Compressed air shall normally be used. Other gases may be used when specified by the ENGINEER. Test pressures shall be 120% of the anticipated maximum operating pressure, but not exceeding 100 psig, and not less than 5 psig at the highest point in the system, unless otherwise approved by the ENGINEER.
- C. Gravity Exfiltration Test - Water should be used as the test fluid whenever possible. In those systems where water cannot be used the test fluid may be either the one to be used in the system or the one agreed upon by the ENGINEER and the CONTRACTOR.

2.2. TEST EQUIPMENT

- A. Hydrostatic Test
 - 1. Water of sufficient capacity shall be provided to deliver the required test pressure.
 - 2. Valves shall be provided on the suction and discharge side of the pump.
 - 3. Heater shall be provided to allow heating of the test fluid when elevated temperatures are required for test.
 - 4. Hydraulic force pump, approved by the ENGINEER, shall be provided. Suitable hose and suction pipe required. Strainer shall be provided on suction side of pump.
 - 5. Relief Valve - Set at a pressure to relieve at 20 to 25% above the required test pressure.
 - 6. Pressure Gauge(s) - Capable of reaching 50% over the test pressure. These should be located at the pump discharge and any other place deemed convenient by the CONTRACTOR.
 - 7. Pressure gauges and relief valves shall be checked for accuracy before use in test procedures.
- B. Pneumatic Test

1. CONTRACTOR shall provide a compressor capable of the required test pressure.
 2. Valves shall be provided on the discharge side of the compressor.
 3. Relief valve shall be provided to relieve at 10 to 15% over the test pressure.
 4. Pressure gauge(s) capable of reaching 50% over the test pressure shall be provided. A gauge shall be located on the compressor discharge and other location as required.
- C. Gravity Exfiltration Test
1. Water of sufficient capacity to perform 24-hr test.

PART 3 EXECUTION

3.1. GENERAL

- A. The entire length of the installed gravity lines and the pressure lines shall be field tested for water tightness.
- B. Hydrostatic pressure and leakage tests shall be made on all pressure pipelines carrying wastewater or water.
- C. All labor and equipment, including test pump with regulated by-pass meters and gauges required for conducting pipeline tests, shall be furnished by the CONTRACTOR. The CONTRACTOR shall furnish equipment and necessary piping as required to transport water used in testing from source to test location.
- D. Time and sequence of testing shall be scheduled by the CONTRACTOR, subject to observation and approval by the OWNER. The CONTRACTOR shall provide adequate labor, tools and equipment to operate valves and to locate and repair any leaks discovered during the initial filling of the pipeline prior to actual testing or during the course of the tests.

3.2. TEST PROCEDURES FOR GRAVITY PIPELINES

- A. All gravity flow ductile iron pipe, concrete pressure pipe, PVC pipe, and reinforced concrete sewer pipe shall be installed and backfilled and then tested using either Infiltration or Exfiltration Water Testing or Low-Pressure Air Testing and deflection tested using an Allowable Deflection Test (for flexible piping).
- B. For construction within the 25-year floodplain, the Infiltration/Exfiltration shall not exceed 10 gallons per inch diameter per mile of pipe per 24 hours at the minimum test head.
 1. Exfiltration Water Testing
 - a. The section of pipe to be tested shall be filled with water and allowed to stand for such time as is required for the pipeline to adsorb such water as it will and for the escape of all air from the line. The sections undergoing test shall be carefully examined for leakage. All known leaks shall be repaired, regardless of these test requirements.
 - b. The line shall then be filled to a reference level in a manhole or in a reservoir of sufficient capacity to allow for a reference level to be established. The reservoir must be of sufficient capacity to not allow the water level to drop below the crown of the pipe during the 24- hour test period. If the water level drops below the crown of the pipe, the test shall be voided and run again or until such time the water level is maintained above the crown throughout the duration of the test.
 - c. At the end of a 24-hour period, water, if needed, shall be added to the line to bring the water level back to the referenced line. All water added shall be accurately measured by an approved water meter so that an exfiltration rate can be established.
 - d. Leakage during the above test shall not exceed a rate equal to 25 gallons per inch of internal diameter per mile per 24 hours.
 - e. All observed leaks shall be repaired regardless of the measured leakage rate.
 2. Infiltration Water Testing
 - a. When gravity sewers are installed below the groundwater level an Infiltration Test shall be used in lieu of the Exfiltration Test.

- b. The total infiltration, as determined by a hydrostatic head test shall not exceed 25 gallons per inch diameter per mile of pipe per 24 hours at a minimum test head of two feet above the crown of the pipe at the upstream manhole, or at least two feet above the existing groundwater level, whichever is greater.
3. Low Pressure Air Testing
- a. This test shall conform to the procedure described in ASTM C828, ASTM C924, C-1103, F-1417 or other appropriate procedures. Air testing of sections of pipe shall be limited to lines less than 36-inch average inside diameter. Lines 36-inch average inside diameter and larger shall be air tested at each joint per ASTM C-1103. The minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge during joint test, regardless of pipe size, shall be 20 seconds. for sections of pipe less than 36-inch average inside diameter, the minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be computed by the following equation:

$$T = 0.085 (D) (K) / (Q)$$

Where T = time for pressure to drop 1.0 pound per square inch gauge in seconds
 K = 0.000419DL, but not less than 1.0
 D = average inside diameter in inches
 L = length of line of same pipe size being tested in feet
 Q = rate of loss, assume 0.0015 ft³/min/sq. ft. internal surface

All observed leaks shall be repaired regardless of the air test results.

4. Allowable Deflection Test
- a. Pipe deflection testing shall be conducted on all gravity pipes constructed of flexible materials.
 - b. Pipe deflection measured not less than ninety (90) days after the backfill has been completed as specified shall not exceed five (5.0) percent. Deflection shall be computed by multiplying the amount of deflection (nominal diameter less minimum diameter when measured) by 100 and dividing by the nominal diameter of the pipe.
 - c. Deflection shall be measured with a rigid mandrel (Go/No-Go) device cylindrical in shape and constructed with a minimum of nine evenly shaped arms or prongs. Drawings of the mandrel with complete dimensions shall be submitted to the ENGINEER for each diameter of pipe to be tested. The mandrel shall be hand pulled by the CONTRACTOR through all sewer lines.
 - d. Any section of sewer not passing the mandrel shall be uncovered at the CONTRACTOR'S expense and the bedding and backfill replaced to prevent excessive deflection. Repaired pipe shall be retested and/or replaced by the CONTRACTOR at no additional cost to the OWNER.

3.3. TEST PROCEDURES FOR PRESSURE PIPELINES

A. General

- 1. After the pipe has been laid and backfilled and the backfill has been otherwise consolidated, all newly laid pipe, or any valved section thereof, shall be subjected to the hydrostatic pressure specified below for that particular type of pipe. The duration of each pressure test shall be at least two hours and each leakage test at least four hours, unless otherwise specified or noted on the Drawings. All meters, fixtures, devices or appliances which are connected to the pipeline system and which might be damaged if subjected to the specified test pressure shall be disconnected and the ends of the branch lines plugged or capped during the testing procedures.
- 2. Each valved (capped or plugged) section of pipe shall be filled slowly with water and all air shall be expelled. If permanent air vents are not located at all high points, the CONTRACTOR shall install corporation or blow-off cocks at such points so that air can be expelled as filling takes

place. After verification that all air has been expelled, the cocks shall be closed and the pipe kept filled until tested. All exposed pipe, fittings, valves, hydrants and joints shall be examined while under test pressure and all visible leaks shall be stopped. Any cracked or defective pipe, fittings, valves or hydrants discovered during testing shall be removed and replaced by the CONTRACTOR. Replacement shall be with sound material and the test shall be repeated until satisfactory to the OWNER.

B. Special Requirements

1. Where any section of pipeline is provided with concrete thrust blocking, the hydrostatic pressure test shall not be made until at least 5 days have elapsed after installation of the blocking. However, if high-early-strength cement is used in the concrete, 2 days shall elapse prior to testing.

C. Hydrostatic Tests

1. After compliance with all applicable procedures described above, pressure of 150% of the pipe's design operating pressure shall be applied. This pressure, based on the lowest point of the line or section under test, shall be corrected to the relative elevation of the test gauge and the pressure maintained for a period of not less than two hours. The CONTRACTOR shall submit pipe testing schedule to ENGINEER prior to testing. The ENGINEER shall be contacted for design and test pressures of pressure pipelines.

D. Leakage Tests

1. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain the specified leakage test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.
2. Leakage shall be determined by recording the measured quantity of water pumped into the pipeline to maintain a pressure within 5 psi of the specified test pressure. Leakage test shall be performed for a minimum of four hours. Leakage rate shall be calculated by extrapolation of the total leakage during the testing period to a 2-hour period. Leakage test pressure shall be 50% above normal operating pressure of the pipeline.
3. Allowable leakage for the types of pipes used shall be as follows:
 - a. Cast Iron, Ductile Iron and PVC. Allowable as permitted by AWWA Standard C-600, "Installation of Gray and Ductile Cast-Iron Water Mains and Their Appurtenances", which is not to exceed that determined by the formula:

$$L = (SD\sqrt{P})/148,000$$

- b. where L is the allowable leakage in gallons per hour,
 - c. S is the length of pipeline tested in feet,
 - d. D is the nominal diameter of the pipe in inches, and
 - e. P is the average test pressure during the leakage tests in pounds per square inch gauge.
4. In the event any section of the line tested fails to meet the above specified requirements for water tightness, the cause of the excessive leakage shall be determined and remedied at the expense of the CONTRACTOR, including retesting if required.

E. Pneumatic Tests

1. Pneumatic testing of piping systems shall be used when directed by the ENGINEER when water, or other liquid, cannot be introduced into the line, or as a supplement to a hydrostatic test.
2. Pneumatic testing shall be performed using accurately calibrated instruments and oil-free, dry air. Tests shall be performed only after the piping has been completely installed, including supports, hangers, anchors and inspected for proper installation. All parts of the system shall be subject to the test pressure specified. The CONTRACTOR shall take all precautions to protect test personnel. All piping to be tested shall be secured to prevent damage to adjacent piping and equipment in the event of a pipe or joint failure. The CONTRACTOR shall notify the ENGINEER prior to starting the test.

3. A preliminary pneumatic test not to exceed 25 psig shall be applied to the piping system prior to final leak testing, as a means of locating major leaks. Examination for leakage, detected by soap bubbles, shall be made at all joints and connections. After all visible leaks have been corrected, the pressure in the system shall be increase in steps of approximately 1/10 of the test pressure until the required test pressure has been reached. The test pressure shall be continuously maintained for a minimum time of 10 minutes (no drop in pressure over this time) and for such additional time as may be necessary to conduct a soap bubble examination for leakage. The piping system, exclusive of possible localized instances at pump or valve packing, shall show no evidence of leakage. Any visible leakage shall be corrected at no additional cost to the OWNER.

3.4.FINAL ACCEPTANCE

- A. No pipe installation will be accepted until all known leaks have been repaired whether or not leakage is within allowable limits. Locating and repairing of leaks shall be performed by the CONTRACTOR at no additional cost to the OWNER.
- B. The OWNER's representative will certify that all required pressure and leakage tests have been successfully completed before the pipeline is accepted.

3.5.CLEANING

- A. At the conclusion of the work, thoroughly clean all pipelines by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material that may have entered the pipes during the construction period. Debris cleaned from the lines shall be removed from the low end of the pipeline. If, after this cleaning, obstructions remain, they shall be removed in an approved manner. After the pipelines are cleaned and if the groundwater level is above the pipe or following a heavy rain, the ENGINEER will examine the pipes for leaks. If any defective pipes or joints are discovered, they shall be repaired.

END OF SECTION

SECTION 40 05 07 HANGERS AND SUPPORTS FOR PROCESS PIPING

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: Furnish all labor, materials, equipment and incidentals required to design and to provide hangers, supports, restraints and appurtenances for all piping systems complete and operational as shown and specified.
- B. Coordination:
 - 1. Review installation procedures under other Sections and coordinate the Work that must be installed with or attached to the hangers and supports.
 - 2. Notify other CONTRACTORS in advance of the Work to provide them with sufficient time for the installation of and coordination of items included in their contracts that must be installed in conjunction with the hangers and supports.
- C. Related Work Specified Elsewhere:
 - 1. Section 09 91 00, Painting.
 - 2. Section 33 14 19, Yard Valves, Hydrants, and Appurtenances.
 - 3. Section 40 05 05, Exposed Piping Installation.

1.2. QUALITY ASSURANCE

- A. Source Quality Control: Obtain each type of pipe hanger or support from no more than one manufacturer.
- B. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - 1. The Manufacturer's Standardization Society of the Valve and Fittings Industry:
 - a. MSS SP-58, Pipe Hangers and Supports - Materials and Design.
 - 2. Federal Specification, FS W-H-171, Hangers and Support, Pipe.
 - 3. ASTM A 575, Steel Bars, Carbon, Merchant Quality, M-Grades.
- C. Underwriters' Laboratories, Inc., Standard UL-203, Pipe Hanger Equipment for Fire Protection Service.

1.3. SUBMITTALS

- A. Shop Drawings:
 - 1. Submit detailed Shop Drawings showing all hangers, supports and restraints for all piping systems.
 - 2. Show location, installation, material, loads or forces, and deflection of all hangers and supports.
 - 3. Each pipe system shall be analyzed for all loads and forces on the hangers, supports and restraints, and their reaction forces to the structure to which they are fastened.
- B. No material shall be fabricated into hangers, supports or restraints, without the approval of the ENGINEER.
- C. Manufacturers' Literature: Submit to the ENGINEER: manufacturers' catalogs, literature and engineering data on all hangers, supports and restraints. Load ratings, materials and installation shall be consistent with the recommendations of the MSS SP-58.
- D. Product delivery, storage and handling comply with the requirements of Section 01 60 00.

PART 2 PRODUCTS

2.1. GENERAL REQUIREMENTS

- A. The hangers and supports shall meet with the following requirements unless otherwise indicated on the plans:
1. Standard and fabricated hangers and supports shall be furnished complete with necessary inserts, bolts, nuts, rods, washers, and other accessories.
 2. Run piping in groups where practicable and parallel to building wall generally. Provide minimum clearance of one inch between pipe and other work.
 3. Install hangers or supports at all locations where pipe changes direction.
 4. All hangers and supports shall be capable of adjustment after placement of piping.
 5. Each type of hanger or support shall be the product of one manufacturer. Types of hangers or supports shall be kept to a minimum.
 6. All suspended or supported cast iron pipe shall have a hanger or support adjacent to each hub.
 7. Vertical piping shall be supported at each floor and between floors by stays or braces to prevent rattling and vibration.
 8. Hanger rods shall be straight and vertical. Chain, wire, strap or perforated bar hangers shall not be used. Hangers shall not be suspended from piping.
 9. Maximum support spacing unless otherwise shown or approved for metal pipe shall be as follows:

<u>Pipe Size (in.)</u>	<u>Spacing (ft.)</u>
Up to 1-1/2	6
2 through 3	10
3-1/2 and greater	12

10. Maximum support spacing unless otherwise shown for plastic pipe at ambient temperature shall be one-half of the values specified for metal pipe.
11. Where proper hanger or support spacing does not correspond with joist or rib spacing, structural steel channels may be attached to joists or ribs and pipes suspended therefrom.
12. Prevent contact between dissimilar metals when supporting copper tubing, by use of copper plated rubber or vinyl coated, or stainless steel hangers or supports.
13. Thin-walled stainless steel piping shall be isolated from carbon steel by use of plastic-coated hangers or supports or by taping at points of contact with PVC or vinyl.
14. Use Galvanized or stainless steel hangers and supports as indicated on the plans in all basins or submerged locations and as shown on the drawings.

2.2. HANGERS AND SUPPORTS

- A. General:
1. Hangers and supports where shown shall be in accordance with detail drawings.
 2. Hangers and supports not shown shall be in accordance with MSS SP-58.
 3. All hangers, supports and accessories shall be hot dipped galvanized unless otherwise indicated on the Plans.
- B. Plastic and Ductile Iron Pipe: 1/2 inch through 24 inch:
1. Hangers:
 - a. Type: Adjustable wrought clevis.
 - b. Product and Manufacturer:
 - 1) Figure 260 by Anvil (formerly Grinnell).
 - 2) Or equal.

2. Riser Clamps:
 - a. Product and Manufacturer:
 - 1) Figure 261 by Anvil (formerly Grinnell)
 - 2) Or equal.
3. Pipe Saddles:
 - a. Type: Cast iron saddle.
 - b. Product and Manufacturer:
 - 1) Figure 258 by Anvil (formerly Grinnell).
 - 2) Or equal.
4. Pipe Stanchion Saddle:
 - a. Type: Cast iron saddle with steel yoke and nuts.
 - b. Product and Manufacturer:
 - 1) Figure 259 by Anvil (formerly Grinnell).
 - 2) Or equal.
5. Adjustable Pipe Saddle Support:
 - a. Type: Cast iron saddle and reducer with nipple.
 - b. Product and Manufacturer:
 - c. Figure 264 by Anvil (formerly Grinnell).
 - d. Or equal.
6. Miscellaneous:
 - a. Supply all pipe saddles including adjustable and stanchion types with pipe supports and mounting flanges.
7. Modify hangers and supports as required for stainless steel piping.
- C. Copper Pipe:
 1. Pipe Sizes: 1/2 inch through 4 inch.
 2. Hangers:
 - a. Type: Copper tubing split ring.
 - b. Product and Manufacturer:
 - 1) Figure CT-109 by Anvil (formerly Grinnell).
 - 2) Or equal.
 3. Riser Clamps:
 - a. Copper tubing riser clamp.
 - b. Product and Manufacturer:
 - 1) Figure CT-121 By Anvil (Formerly Grinnell).
 - 2) Or Equal.

2.3. FABRICATED CONCRETE AND STEEL HANGERS, SUPPORTS AND RESTRAINTS

- A. Provide fabricated concrete and steel hangers, supports and restraints as shown and specified. Materials and design shall conform to the standards of MSS SP-58.

2.4. ACCESSORIES

- A. Hanger rods shall be made from ASTM A 575, with square head nut on top and running thread on bottom end.
 1. Minimum size hanger rods shall be according to schedule below unless otherwise shown or specified.

<u>Pipe Size</u> <u>(Inches)</u>	<u>Rod Diameter</u> <u>(Inches)</u>
1/2 through 4	3/8
6 through 10	1/2
12 through 24	5/8

2. Furnish rod attachments including sockets, couplings and tum buckles as required.

B. Concrete Inserts:

1. Concrete inserts shall be MSS SP-58 malleable Type 18.
2. Concrete inserts shall be of the continuous type capable of supporting 2,000 pounds per foot of insert as shown on the Drawings. The continuous inserts shall be as manufactured by one of the following:
 - a. Unistrut Corporation, Wayne, Michigan.
 - b. Or equal

C. Steel Beam Clamps:

1. Standard Duty: Malleable iron conforming to MSS SP-58 Type 21.
2. Heavy Duty: Forged steel conforming to Federal specification WW-H-I 71c, Type 28, Anvil (formerly Grinnell). Fig. 292, Size 2 or equal.

D. Inserts for Pipe Insulation:

1. Insulated pipe, larger than 1-1/2 inches in diameter, shall be supported by a rigid insert to protect the insulation.
2. A steel metal saddle of sufficient gage to carry the weight of the pipe and its fluid without deforming shall extend 2 inches minimum on each side of the rigid insert.
3. The joints between insert and insulation shall be sealed before saddle is installed.
4. Sizes up to 6 inches IPS shall be MSS SP-58 Type 40 and for sizes over 10 inches shall be MSS SP-58 Type 39.

E. Brackets:

1. Brackets for wall mounting shall be MSS SP-69 Type 33.
2. Product and Manufacturer:
 - a. Figure 199 by Anvil (formerly Grinnell).
 - b. Or Equal.

2.5. PAINTING

A. Shop Priming:

1. Comply with the general requirements of Section 09 91 00.
2. Apply primer to surfaces to be painted. Primer to be as specified in Section 09 91 00 and to be the same primer included in the approved paint system.
3. CONTRACTOR shall coordinate primer and finish paint systems with paint manufacturer. No equipment shall be painted until paint systems under Section 09 91 00 have been submitted and approved.

- B. CONTRACTOR shall field apply finish coat as specified in section 09 91 00 unless otherwise specified.**

PART 3 EXECUTION

3.1. GENERAL

- A. Restrain, block, brace, support or suspend pipe fittings as shown on the drawings and as required to prevent displacement, vibration, sagging, warping, deformation, or failure of piping and fittings while allowing for expansion and contraction.**

3.2. INSTALLATION

- A. Locate hangers, supports, and accessories to support piping, valves, and at all concentrated loads.
- B. Locate hangers, supports and accessories within maximum span lengths specified to support continuous pipeline runs unaffected by concentrated loadings.
- C. Install items to be embedded before concrete placement.
- D. Fasten embedded items securely to prevent movement during concrete placement.
- E. Install hangers and support units on piping systems as recommended by manufacturer.
- F. Install all pipe saddles on 4-inch raised concrete pads complete with anchor bolts which extend through the support to the original floor. One-inch grout pads may be substituted where approved by the ENGINEER.
- G. Adjust hangers and supports and place grout for concrete supports to bring pipelines to specified elevations.

3.3. ACCEPTANCE AND SERVICE

- A. Acceptance: All pipe systems shall be brought up to operating pressures and temperatures. Systems shall be cycled to duplicate operating conditions. All malfunctions shall be corrected.
- B. Service: CONTRACTOR shall maintain and service all piping systems, hangers and supports for a period of one year after acceptance of the work. CONTRACTOR shall furnish all labor and materials to readjust and correct faults with hangers and supports for the piping systems installed.

END OF SECTION

SECTION 40 05 09 WALL PIPES, FLOOR PIPES, AND PIPE SLEEVES

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: Furnish all labor, materials, equipment and incidentals required to provide complete and operational wall pipes, floor pipes, and pipe sleeves as shown and specified.
- B. Coordination: Review installation procedures under other Sections and coordinate with the work which is related to this Section including concrete, piping systems, valves, plumbing, and heating, ventilating and air conditioning.
 - 1. Related Work Specified Elsewhere:
 - 2. Section 03 30 00, Concrete and Grout.
 - 3. Section 07 92 00, Joint Sealants.
 - 4. Section 09 91 00, Painting.
- C. Division 40, Mechanical.

1.2. SUBMITTALS

- A. Comply with the general requirements of Section 01 33 00 and the supplemental requirements below.
- B. Submit detailed drawings and data for all wall and floor pipes and wall and floor pipe sleeves. Coordinate and submit with shop drawings required for all piping systems under Section 40 05 05.

1.3. DELIVERY, STORAGE AND HANDLING

- A. Comply with the requirements of Division 01.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Wall and Floor Pipes:
 - 1. Material: Same as piping connected to wall or floor pipe unless otherwise reviewed by the ENGINEER.
 - 2. End Connections: Comply with connected piping.
 - 3. Thickness: Same as connected piping.
 - 4. Collars: Provide collar at mid-point of wall for anchorage and water tightness unless otherwise shown or reviewed.
 - 5. Piping ends shall be flush with wall face unless otherwise shown.
 - 6. Flanged end and mechanical joint bells shall be drilled and tapped for studs. Provide studs of the same material as connected piping except submerged and buried studs shall be stainless steel.
- B. Pipe Sleeves:
 - 1. Ferrous and Plastic Pipe: Standard weight steel pipe or ductile or cast iron pipe unless otherwise shown.
 - 2. Copper Pipe: Type K hard drawn copper pipe unless otherwise shown.
- C. Mechanical Sleeve Seals: Comply with the requirements of Section 15400.
- D. Wall and Ceiling Plates:
 - 1. Bare Pipes Passing Through Walls and Ceilings in Finished Rooms: Provide clevis or split ring and hinged cast brass or nickel plated cast iron escutcheon plates with set screws.
 - 2. Insulated pipes passing through walls and ceilings in finished rooms: provide 18-gauge plated-steel escutcheon plates.

PART 3 EXECUTION

3.1. INSTALLATION

- A. Reference: Install as shown and in accordance with approved Shop Drawings.
- B. Pipe Sleeves:
 - 1. Use sleeves wherever pipes pass through walls, partitions, floors, and roofs unless wall or floor pipe shown.
 - 2. Extend all sleeves through floor slabs 6 inches minimum above finished floor.
 - 3. Anchor sleeves to concrete and masonry walls as shown or otherwise reviewed. Steel sleeves may be welded to reinforcing steel at CONTRACTOR'S option.
 - 4. Install sleeves through walls flush with wall face.
 - 5. Ensure that sleeves are not damaged or moved during placement of concrete.
 - 6. Shop prime cast wall sleeves in accordance with Section 09 91 00.
 - 7. Seal annular space between pipe and sleeve with mechanical seals.
 - 8. All pipe joints and annular spaces in exterior walls or walls subjected to hydrostatic pressure shall be completely watertight. Use mechanical seals.
 - 9. Use mechanical seals on both faces of the wall for pipe penetrating walls into rooms with chlorine and fluoride feed equipment.
 - 10. Size sleeves to provide annular space as follows if sleeve size is not shown on drawings:

<u>Pipe Size</u>	<u>Sleeve ID Minus Pipe or Insulation OD</u>
Less Than 2 inches	2 1/2 to 3/4 inch
2 to 4 inches	3/4 to 1-1/4 inches
6 to 12 inches	1-1/4 to 2 inches
Over 12 inches	2 to 3 inches
 - 11. Install no sleeves nor pipes through structural members unless specifically shown or reviewed by ENGINEER.

END OF SECTION

SECTION 40 05 19 DUCTILE IRON PROCESS PIPE

PART 1 GENERAL

A. DESCRIPTION

B. Scope:

1. Furnish all labor, materials, equipment and incidentals required for ductile-iron pipe systems and ductile-iron pipe fittings and specials.
2. The extent of ductile iron piping is shown on the Drawings.

C. Related Work Specified Elsewhere:

1. Section 09 91 00, Painting.
2. Section 40 05 05, Exposed Piping Installation.
3. Section 33 14 19, Yard Valves, Hydrants, and Appurtenances.
4. Section 15400, Plumbing Piping and Specialties

1.2. QUALITY ASSURANCE

A. Source Quality Control: Obtain pipe and fittings from no more than one manufacturer.

B. Reference Standards: Comply with the latest editions of the following:

1. AWWA C104 (ANSI A21.4), Cement-Mortar Lining for Ductile-Iron Pipe and Fittings.
2. AWWA C105 (ANSI A21.5), Polyethylene Encasement for Ductile-Iron Pipe.
3. AWWA C110 (ANSI A21.10), Ductile-Iron and Gray-Iron Fittings.
4. AWWA C111 (ANSI A21.11), Rubber Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
5. AWWA C150 (ANSI A21.50), Thickness Design of Ductile-Iron Pipe.
6. AWWA C151 (ANSI A21.51), Ductile-Iron Pipe, Centrifugally Cast.
7. ASTM A 48, Gray Iron Castings.
8. ASTM A 123, Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
9. ASTM A 307, Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
10. ASTM A 354, Quenched and Tempered Alloy Steel Bolts, Studs and Other Externally Threaded Fasteners.

1.3. SUBMITTALS

- #### **A. Shop Drawings and Product Data: comply with the general requirements of section 01 33 00. Submit detailed drawings and data on pipe, fittings, gaskets, and appurtenances in conjunction with shop drawings required under Section 40 05 05.**

1.4. DELIVERY, STORAGE AND HANDLING

- #### **A. Refer to Section 40 05 05.**

PART 2 PRODUCTS

2.1. MATERIALS

- #### **A. Joints: Comply with Drawings. If not specified, use either flanged joints for exposed piping and push-on or mechanical joints for buried piping.**

B. Ductile-Iron Pipe and Fittings:

1. Pipe:

a. Flanged:

- 1) Standard: ANSI/AWWA C115/A21.15.
- 2) Thickness: Comply with Drawings. If not shown, use Pressure Class 250.

b. Non-Flanged:

- 1) Standard: ANSI/AWWA C151/A21.51.
 - 2) Thickness: Comply with Drawings. If not shown, use Thickness Class 50.
2. Joints:
- a. Flanged Joint:
 - 1) Standard: AWWA C110 (ANSI A21.10).
 - 2) Gaskets: 1/2-inch thick red rubber, full face.
 - 3) Bolts and Nuts:
 - a) Standard: ANSI B18.2.1 and ANSI B18.2.2, respectively.
 - b) Material, Exposed Service: ASTM A 307, Grade B, cadmium plated or hot dipped galvanized, unless otherwise indicated.
 - c) Material, Buried or Submerged Service: Type 304 stainless steel, unless otherwise indicated.
 - b. Mechanical Joint:
 - 1) Standard: ANSI/AWWA C111/A21.11.
 - 2) Gaskets: Plain rubber gaskets.
 - 3) Bolts and Nuts: High strength low alloy steel.
 - c. Push-On: Comply with ANSI/ AWWA C111/A21.11.
 - d. Restraint Gasket:
 - 1) Fast-Grip by American Cast Iron Pipe Company.
 - 2) Field Lok by U.S. Pipe.
 - 3) Or Equal.
3. Fittings:
- a. Standard: ANSI/AWWA C153/A21.53.
 - b. Pressure Rating: 250 psi.
 - c. Material: Ductile iron or cast-iron.
 - d. Gaskets: Comply with specifications for joints.
 - e. Bolts and Nuts: Comply with specifications for joints.
 - f. Restrained Joint Systems: EBAA Iron Sales Megalug Series 1100.
 - g. Minimum length of sleeves shall be 12 inches.
4. Coatings and Linings:
- a. Inside Wall of Pipe and Fittings:
 - 1) Standard: ANSI/AWWA C104/A21.4.
 - 2) Cement-Mortar Lining Thickness: Standard (not required on air piping)
 - 3) Seal Coat: Asphaltic. (Not required for air piping)
 - b. Outside Wall of Pipe and Fittings:
 - 1) Buried:
 - a) Coating: Bituminous.
 - b) Thickness: 1 mil approximate.
 - c) Exposed: Shall comply with Section 09 91 00.
- C. Specials:
1. Transition Pieces:
 - a. Furnish suitable transition pieces for connections to existing piping.
 - b. Expose existing piping to determine material, dimensions and other data required for transition pieces unless details are shown on Drawings.

2. Pipe Adapters: Provide necessary adapters to join pipe of different types. Comply with specifications for respective joints.
- D. Polyethylene Encasement:
 1. Provide polyethylene encasement on all buried ductile iron pipe, fittings, and accessories.
 2. In Accordance With ANSI/AWWA C105 (ANSI A21.5).

PART 3 EXECUTION

3.1. INSTALLATION

- A. Comply with Section 40 05 05.

END OF SECTION

SECTION 40 05 51 PROCESS VALVES

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: CONTRACTOR shall furnish all labor, materials, equipment and incidentals required to provide all valves and appurtenances as shown and specified.
- B. The valves and appurtenances including within this specification shall include, but are not limited to, the following. All items specified herein may not be included in this project.
 - 1. Gate Valves
 - 2. Butterfly Valves for Fluid Service
 - 3. Butterfly Valves for Air Service
 - 4. Check Valves
 - 5. Solenoid Valves
 - 6. Pressure Gauges
 - 7. Diaphragm Seals for Pressure Gauges
 - 8. Ball Valves (Plastic)
 - 9. Unions (Plastic)
 - 10. Hose Bibb
- C. System Description:
 - 1. All of the equipment and materials specified herein is intended to be standard for use in controlling the flow of potable water, or air, depending on the individual systems, as noted on the Drawings. Drawings and as specified, so as to form complete workable systems.
 - 2. Unless otherwise noted all powered valve operators shall have:
 - a. Valves smaller than 8 inches: electric operators 480V, 3 phase, 60 Hz.
 - b. Valves 8 inches and larger: electric operators 480 volt, 3 phase, 60 Hz.
 - c. Solenoid valves: 120 volt, single phase, 60 Hz, NEMA 4 enclosure, continuous duty Class F coils and manual operator.
 - d. See other paragraphs for additional requirements.
- D. Coordination: Review installation procedures under other Sections and coordinate with the Work which is related to this Section including exposed piping installation, piping insulation, heating, ventilating and air conditioning, plumbing, chemical feed equipment, etc.
- E. Related Work Specified Elsewhere:
 - 1. Section 09 91 00, Painting.
 - 2. Section 40 05 07, Hangers, Supports and Restraints.
 - 3. Division 16, Electrical.
- F. Certain appurtenances for individual types of pipe or systems are specified with the specific type of pipe or system. However, additional items are specified in this Section.
- G. Certain items similar to those specified in this Section may be specified to be furnished and installed with individual equipment or systems. In case of a conflict, those individual equipment or system requirements shall govern.
- H. Piping and disinfection for potable water systems is included in Section 33 01 10.

1.2. QUALITY ASSURANCE

- A. Manufacturer's Qualifications:

1. Valves and appurtenances provided under this Section shall be the standard product in regular production by manufacturers whose products have proven reliable in similar service for at least five years.
2. Insofar as possible all valves of the same specific type shall be the product of one manufacturer.
- B. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 1. AWWA C504 - Rubber-Seated Butterfly Valves.
 2. AWWA C515 - Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
 3. ASME B16.1 - Cast-Iron Pipe Flanges and Flanged Fittings.
 4. ASME B16.4 - Cast-Iron Screwed Fittings.
 5. ASTM A 307 - Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
 6. ASTM A 354 - Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
 7. Standards of National Electrical Manufacturer's Association.

1.3. SUBMITTALS

- A. Shop Drawings:
 1. Comply with the requirements of Section 01300.
 2. Submit for approval detailed drawings, data and descriptive literature on all valves and appurtenances, including:
 - a. Dimensions.
 - b. Size.
 - c. Materials of construction.
 - d. Weight.
 - e. Protective coating.
 - f. Actuator weight
 - g. Calculations for actuator torque where applicable.
 - h. Wiring diagram including:
 - 1) Ladder diagrams.
 - 2) Point-to-point wiring.
- B. Manufacturer's Certificates:
 1. Comply with the requirements of Section 01 33 00.
 2. Submit manufacturer's certificates of compliance with ANSI, AWWA and other Standards listed herein.
- C. Manufacturer's Service Report:
 1. Comply with the requirements of Section 01 33 00.
 2. Certify that valves are properly installed except as noted.
 3. Recommend corrective action for any deficiencies noted.
- D. Operating and Maintenance Data:
 1. Comply with the requirements of Section 01 78 23.
 2. Submit a detailed operation and maintenance manual for all valves and appurtenances provided under this Section including the following information:
 - a. Product name and number.
 - b. Name, address and telephone number of manufacturer and local distributor.
 - c. Instruction bulletins for operation, maintenance and recalibration.
 - d. Complete parts and recommended spare parts lists.

1.4. WARRANTY

- A. Comply with the requirements of Section 01 78 36.

1.5. PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Comply with the requirements in Section 01 60 00.
- B. Handle all valves and appurtenances with care.
- C. Valves and appurtenances which are cracked, chipped, distorted or otherwise damaged or dropped will not be acceptable.
- D. Store all valves and appurtenances off the ground in enclosed shelter.

PART 2 PRODUCTS

2.1. MATERIALS

A. General:

- 1. All valves shall have manufacturer's name and working pressure cast in raised letters on valve body.
- 2. All manual valve operators shall turn right to close unless otherwise specified. Valves shall indicate the direction of operation.
- 3. Unless otherwise specified all flanged valves shall have ends conforming to ASME B16.1, Class 125.
- 4. All bolts and studs embedded in concrete required to connect wall pipes to valves and appurtenances specified herein shall be stainless steel.
- 5. All other bolts, nuts and studs shall, unless otherwise approved, conform to ASTM A 307. Grade B cadmium plated, hot dipped galvanized.
- 6. Bolts and nuts shall have hexagon heads and nuts.
- 7. Gasket material and installation shall conform to manufacturer's recommendations.

B. Gate Valve:

- 1. 2-1/2-inches Diameter and Smaller:
 - a. Type: Rising stem with solid wedge and union bonnet
 - b. Construction:
 - 1) Body: Bronze
 - 2) Packing: TFE impregnated asbestos
 - 3) Trim: Bronze
 - c. End Connections: As required
 - d. Manufacturer and Model:
 - 1) Jenkins, Fig. 47-U
 - 2) Walworth, Fig. 2
 - 3) Or equal.
 - e. All water valves 2-1/2-in and 3-in unless noted otherwise, shall be brass body gates and shall be Jenkins No. 1240, or Hammond 1B-647.
- 2. 3-inch and larger
 - a. Standard: AWWA C509 and AWWA C515 as applicable to the type of valve specified.
 - b. General: Unless otherwise specified below, these requirements shall apply to all gate valves.
 - c. Construction and Design:
 - 1) Buried and submerged valves shall be as Specified in Section 33 14 19.
 - 2) Exposed valves shall be furnished with Class 125 flanged ends; provide valves with non-rising stems.

- 3) All-metal valves shall be manufactured of ASTM A126 Cast Iron, Class B, with bronze mounting design.
 - 4) Non-rising stem valves shall use a double O-ring stem seal, except that packing shall be used where geared operators are required.
 - 5) All valve bodies shall be hydrostatically tested to at least twice the rated working water pressure. In addition, valves shall be seat-tested, bi-directional at the rated working pressure, with seat leakage not to exceed one fluid ounce per inch of valve diameter per hour. Provide certificates of testing.
 - 6) Flanged valves to have face-to-face dimensions per ASME B 16.1 and flanges per ASME B 16.10.
 - 7) All bonnet and packing gland bolts shall be zinc or cadmium electroplated steel; packing gland bolts shall have bronze nuts.
 - 8) Provide geared operator and chainwheel, chain and chain guides for valves with handwheel centerline more than 6-ft above operating level.
 - 9) All valves shall be marked per AWWA Standards, including name of Manufacturer, valve size and working pressure and year of manufacture.
 - 10) Unless otherwise indicated, valves 12-in and smaller shall be capable of installation in the vertical or horizontal position, sealing in both directions at the rated pressure.
 - 11) Valve operation shall be counterclockwise (OPEN) for both potable water and wastewater. Provide permanent label showing "OPEN" and arrows.
 - 12) Resilient seated valves shall be coated, interior and exterior, with fusion-bonded epoxy per AWWA C550.
- d. Valve Applications and Manufacturers:
- 1) Valves for Potable Water Service: Resilient seated design manufactured by:
 - a) American Flow Control
 - b) Kennedy Valve
 - c) M&H Valve
 - d) Clow Valve Company
 - 2) Valves for Wastewater Service: Resilient seated design manufactured by:
 - a) American Flow Control
 - b) Kennedy Valve
 - c) M&H Valve
 - d) Clow Valve Company
- e. Valve Requirements: Resilient Seated
- 1) Conform to AWWA C509 or C515. Also, UL and FM approved.
 - 2) Internal and external epoxy coating of valve body, including bonnet, per AWWA C550.
 - 3) Gate shall be encapsulated with synthetic rubber. It shall be bonded and vulcanized in accordance with ASTM B429 Method
 - 4) No recesses in valve body.
- f. Buried Valves: Buried valves shall be as specified in Section 33 14 19.
- g. Tapping Valves: Tapping valves shall comply with the same requirements as resilient seated gate valves except they shall have the flanged end and port opening modified for tapping service. Valves shall be capable of passing a full nominal sized cutter without damage to the valve. Valves shall have non-rising stems. Tapping sleeves and service clamps for process piping shall be as specified in Section 40 05 09. Valve shall be manufactured by:
- 1) American Flow Control
 - 2) Kennedy Valve

- 3) M&H Valve
- 4) Clow Valve Company
- C. Butterfly Valves for Fluid Service (Metal Body):
 - 1. Standard: AWWA C504, certified.
 - 2. Body Type: Short body unless otherwise shown.
 - 3. Pressure Class: Rated at a minimum 150 psig or as specified in the Process Valve Schedule.
 - 4. Construction:
 - a. Body:
 - 1) Cast iron
 - 2) Body shall have permanently self-lubricating body bushings.
 - 3) Packing:
 - a) Packing shall be of the self-compensating v-type.
 - b) Packing shall be held in place by a bolted corrosion resistant retainer plate or gland; retainer clips are not acceptable
 - 4) Disc:
 - a) 20-inch and Smaller: Cast iron with Ni-Chrome or stainless steel edge.
 - b) 24-inch and larger: Cast iron with Ni-Chrome or stainless steel edge.
 - 5) Shaft:
 - a) Type 304 stainless steel.
 - b) Shaft shall be designed for both torsional and shearing stresses when the valve is operated under its greatest dynamic or seating torque.
 - c) No reduction of valve diameter will be allowed except at the operator connection.
 - 6) Seats:
 - a) Natural or synthetic rubber.
 - b) Seats shall be full resistant seats retained in the body or on the disc edge in accordance with AWWA C504.
 - c) For valves 24 inch in diameter and larger, when the resilient seat is attached to the body, discs shall have Type 316 stainless steel seating edges.
 - d) When the resilient seat is attached to the disc, it shall be fastened with a one-piece Type 316 stainless steel retaining ring, Type 316 stainless steel Nylock set screws and a mating Type 316 stainless steel ring shall be installed in the valve body.
 - 7) End Connections: Flanged unless otherwise indicated on the Process Valve Schedule. Flanged valves shall be fully faced.
 - 5. Design:
 - a. Valves and their operators shall be designed for a flow velocity meeting their class requirements.
 - b. All valves and operators shall be designed for bi-directional flow.
 - c. Valves 30-inch and larger shall have flow through type vane.
 - d. Replacement of seals, for all butterfly valves, shall not require removal of the valve from the line.
 - e. Replacement of seals on valves 30 inches or larger shall not require disturbing any part of the valve or operator assembly, except any packing follower gland.
 - 6. Actuator:
 - a. Gearing for the actuators where required shall be totally enclosed in a gear case in accordance with AWWA C504.
 - b. Manual actuators shall conform to AWWA C504, insofar as applicable. Actuators shall have a permanent indicator with raised or engraved marks to show the position of the valve.

7. Manufacturer:
 - a. Henry Pratt Company
 - b. DeZurik
 - c. Or equal.
- D. Butterfly Valves for Air Service (Metal Body):
 1. Standard: Butterfly valves for air service shall meet ASME B16.104 and MSS-SP-67, except as modified herein.
 2. Body Type: Wafer style, except for dead end service, where flanged valves shall be used.
 3. Construction:
 - a. Body: Cast iron.
 - b. Disc:
 - 1) Bronze, semi-steel, or ductile iron
 - 2) Disc Edge shall be Monel, Type 316 stainless steel, or welded nickel machined to a smooth surface.
 - c. Shaft:
 - 1) Type 316 stainless steel
 - 2) Shaft shall be one piece
 - 3) Shaft seals shall be finished, ground and polished to minimize bearing and shaft seal wear.
 - 4) Shafts of 8 inch or larger valves shall have a non-adjustable thrust collar.
 - d. Seats: Valves shall have resilient seats of reinforced Norel (EPDM).
 - e. End Connections: Wafer style unless otherwise indicated on the Process Valve Schedule. Flanged valves shall be fully faced.
 4. Design:
 - a. Wafer style butterfly valves shall have an air profile (undercut) disc.
 - b. Air butterfly valves shall be suitable for 250 degree F continuous and 300 degree F intermittent operation.
 - c. ALL valves shall be furnished with self lubricating bearings of TFE coated stainless steel.
 - d. Shaft seals shall be provided to prevent leakage and to protect bearings from internal or external corrosion. Use EPDM or Buna-N O-rings or self adjusting packing.
 5. Actuator:
 - a. Valves 8 inch and smaller shall have 10-position levers.
 - b. All manually actuated valves 10 inch and larger shall be operated using a geared operator.
 - c. All units shall have adjustable open and closed position stops with provision to prevent accidental adjustment changes.
 6. Manufacturer:
 - a. DeZurik
 - b. Or equal.
- E. Check Valve:
 1. Double Door Disc for Air Service:
 - a. Construction:
 - 1) Body: Cast iron
 - 2) Valve Plate, Clamp Plate, Hinge Post, and Fasteners: Aluminum
 - 3) Seat: EPDM.
 - 4) End Connections: Flanged, ASME B16.1 Class 125 unless otherwise specified in the Process Valve Schedule.
 - b. Design:

- 1) The elastomer shall close and seal the valve without using springs or seats.
- 2) Valves shall be suitable for 250 degree F continuous and 300 degree F intermittent air service.
- 3) Valve travel shall be 45 degree.
- c. Manufacturer and Model:
 - 1) Techno Corporation, Model Technocheck 5004
 - 2) Or equal.
2. Plastic
 - a. Type: Ball check, true union type.
 - b. Construction: PVC with EPDM seals and seat.
 - c. Size: Same as connecting piping unless shown otherwise.
 - d. End connections: Flanged or socket welded as shown and specified.
 - e. Manufacturer:
 - 1) Techno Corporation, Model Technocheck 5004
 - 2) Spears Manufacturing Company.
 - 3) ASAHI/America.
 - 4) Chemtrol.
 - 5) Or equal.
- F. Solenoid Valve for Air and Water Service:
 1. Type: Solenoid valves shall be packless piston type direct acting for sizes less than 1-in and internal pilot operated for sizes 1-in and larger, 2-way or 3-way, valves.
 2. Construction:
 - a. Body: Forged brass bodies
 - b. Internal Parts: Type 304 stainless steel
 - c. Seats: Buna-N or Ethylene Propylene
 - d. End Connections: Threaded
 - e. Pressure Class: Valves shall have a minimum 150 psig safe working pressure and zero minimum operating pressure differential.
 3. Design:
 - a. Valves shall be energized to open, except for valves on water seal lines to pumps which shall be energize to close.
 - b. Note that solenoid valves may be shown on Electrical and/or Mechanical Drawings, or may only be specified.
 - c. Solenoid valves shall have NEMA 4X enclosures and operate on 120 volt, 60 hertz single phase unless otherwise shown on the Drawings.
 4. Manufacturer:
 - a. ASCO Valve.
 - b. Red Hat as manufactured by Automatic Switch Co.
 - c. Or equal.
- G. Pressure Gauges:
 1. Bosses, connections, or nipples for gauges shall be provided as acceptable to the ENGINEER. Unbossed tappings shall not be acceptable. Where gauge tappings are not available in the suction or discharge nozzle, the necessary tapping in the adjacent piping shall be made.
 2. In addition to the locations shown on the Drawings, pressure gauges shall be furnished and installed on the upstream and downstream sides of pressure reducing stations, and in the

- suction and discharge nozzle of all pumps, compressors and similar equipment. Additional pressure gauges shall be furnished and installed as specified with individual equipment.
3. Gauges shall be furnished as part of a complete factory assembly, including gauge, snubber, liquid fill, bar stock ball valve isolation valve and threaded red brass connecting piping.
 4. Unless otherwise noted, gauge rating shall be from 0 to at least 2.5 percent higher than the rating of the pipe it is connected to.
 5. For Liquid Service:
 - a. Pressure gauges shall have an ABS case and shall be 4-1/2-in nominal diameter with a full-sized Type 316 stainless steel Bourdon tube and a 300 series stainless steel movement. The gauges shall be liquid filled with glycerin and shall be provided with a filler/breather cap. The socket shall be 1/4-in NPT Type 316 stainless steel with a bottom connection and the dial shall be a white background with black markings. Gauges shall be ANSI Grade A plus or minus 1 percent of scale and shall have a blow-out back design.
 - b. Gauges for the above services shall be the appropriate model, liquid filled, as manufactured by U.S. Gauge; Ashcroft; Terice or equal.
 6. Air Service:
 - a. Unless otherwise noted, pressure gauges for low pressure air pipelines shall have a range of 0 to 15 psig.
 - b. Pressure gauges shall have a 300 series stainless steel case and shall be 4-1/2-in nominal diameter with a Type 316 stainless steel Bourdon tube and a 300 series stainless steel movement. The socket shall be 1/2-in NPT Type 316 stainless steel with a bottom connection. Gauges shall have an accuracy of at least plus or minus 0.25 percent of scale. Gauges shall be furnished with needle valve isolation.
 - c. Gauges for air service shall be Model 5840 as manufactured by Marsh Instrument Co., Skokie, IL or equal.
 7. Gauges shall be furnished from standard ranges of the manufacturer, with dual range (ft and psi) scales, per the following schedule:
- H. Diaphragm Seals for Gauges
1. Diaphragm seals shall be installed for all pressure gauges and pressure switches to protect pressure gauges and pressure switches from contact with the fluid in the pipeline. Gauges shall be furnished as part of a complete factory assembly, including gauge, snubber, diaphragm seal, liquid fill, bar stock isolation valve and threaded red brass interconnecting piping. Furnish also a 1/4-in backflushing connection and ball valve.
 2. For services other than sodium hypochlorite, diaphragm seals shall be minimum 2-1/2-in diameter, or as required for the connected pressure gauges. The diaphragm shall be "thread attached" to both piping and pressure switches or gauges. Furnish mineral oil fill between the diaphragm seal and the gauge.
 - a. Diaphragm seals shall have an upper housing of cadmium plated carbon steel, with the lower housing of Type 316 stainless steel or appropriate material compatible with service fluid and pressure. Bolts shall be Type 304 stainless steel. Diaphragms shall be Teflon.
 - b. Each diaphragm seal shall be connected to its respective piping or equipment with threaded red brass pipe and fittings. Pipe size and diaphragm tap size shall match the size of the gauge tap on the equipment, but shall not be less than 3/4-in, except for connections to plant water piping which shall be minimum 1/2-in. Furnish a ball valve shut-off valve between the pipeline or equipment and the diaphragm seal.
 - c. Each diaphragm seal shall have a minimum 1/4-in NPT flush connection with ball valve and gauge tap to match the size of the gauge.
 - d. Furnish pulsation dampeners adequate to prevent pulsation and/or vibration of the gauge indicator under all system operating conditions.

- e. Pump gauges shall connect to the diaphragm seal by a flexible Type 304 stainless steel capillary tube. Gauges shall be mounted on a support stand independent of the pump and piping, to minimize vibration of the gauges caused by vibration of the equipment or piping. Mount both the suction and discharge gauges at the same elevation. Furnish supports as specified in Section 40 05 07, or attach gauges to the seal water assembly support (where applicable).
 - f. Diaphragm seals shall be Type SG by Mansfield and Green; Ashcroft or equal.
- 3. Diaphragm seals for sodium hypochlorite chemical piping pressure gauges shall be equal to Series 30 threaded-end (1/2-in to 1-in diameter piping) or Series 40 wafer flange (1-1/2-in to 2-in diameter piping) as manufactured by Red Valve. Body shall be PVC with PVC end caps and diaphragms shall be Hypalon.
- I. Ball Valves (Plastic):
 - 1. Type: True union ball valve.
 - 2. Construction: Use same material (PVC or CPVC) as connecting piping, with EPDM shaft seals and Teflon seats.
 - 3. Valve shall be constructed so that seat wear can be adjusted by tightening union nut.
 - a. Operator:
 - b. Provide manual lever operator unless otherwise shown.
 - 4. Electric actuators shall be valve manufacturer's standard for 120 V, single phase power.
 - 5. Size: Provide same size valve as connecting piping unless shown otherwise.
 - 6. End connection: Flanged or socket welded as shown and specified.
 - a. Manufacturer:
 - b. Spears Manufacturing Company.
 - c. ASAHI/ America.
 - d. Chemtrol.
 - e. Or equal.
- J. Unions (Plastic):
 - 1. Construction: Use same material (PVC or CPVC) as connecting piping with viton O-rings.
 - 2. Size: Same as connecting piping unless shown otherwise.
 - 3. End connections: Socket welded as shown and specified.
 - 4. Manufacturer:
 - a. Spears Manufacturing Company.
 - b. Chemtrol.
 - c. George Fischer Sloane, Inc.
 - d. Or equal.
- K. Hose Bibbs:
 - 1. Service: Plant water.
 - 2. Type: solid wedge, non-rising stem with cap and chain.
 - 3. Location and Size: As shown on the Drawings or otherwise specified.
 - 4. End Connections: Provide quick connect adapter with female NPT as specified.
 - 5. Construction:
 - a. Body and Trim: Bronze.
 - b. Wedge: Bronze.
 - c. Cap and Chain: Bronze.
 - 6. Manufacturer and Model:
 - a. Crane Co. No. 451.

- b. Or Equal.

2.2. VALVE APPURTENANCES

A. Extension Stems, Stem Guides, Wrenches and Keys:

1. Extension stem shall be at least as large as the stem of the valve it operates.
2. Intermediate stem guide shall be installed for extensions more than 10 feet long.
3. Stem brackets and guides shall be made of cast iron and have fully adjustable bronzed bushed guide block. Fasten brackets to walls with approved expansion bolts.
4. Operating nuts about 2 inches square shall be included with extension stem.
5. Provide operating key or wrench of suitable length and size for each valve that is not readily accessible to direct operation.

B. Extension Bonnets: Shall be provided as shown on drawings or Process Valve Schedule. Extension shall be of adequate length to place top of bonnet as shown on the drawings.

C. Manual Operators:

1. Type: Handwheel, lever, chainwheel, chainlever or operating nut.
2. Location:
 - a. Handwheel or Lever: Comply with Process Valve Schedule.
 - b. Chainwheel or Chainlever: Provide on all valves more than 6 feet 6 inches above the operating floor level or as otherwise specified in Process Valve Schedule.
 - c. General:
3. Conform to the requirements of AWWA C504.
 - a. Maintain valve position in any intermediate position without creep or flutter.
 - b. Designed to prevent over travel of valve at either full open or closed position.
 - c. Designed to produce required torque at a maximum input pull of 80 pounds.
4. Gearing:
 - a. Provide worm gear operators for all handwheel and chainwheel operated butterfly valves.
 - b. Design: Totally enclosed.
5. Chainwheel Operator Details:
 - a. Chainwheel: Manufacturer's standard design or sprocket wheel bolted directly to valve handwheel.
 - b. Chain:
 - 1) Material: Zinc-coated steel.
 - 2) Length and Size: As reviewed by the ENGINEER.
 - c. Chain Hold Device: Equip each operator with 1/2-inch hook bolt located to keep chain out of walking area.
6. Additional Butterfly Valve Operator Details:
 - a. Stop-limiting Devices: Provide for open and closed positions.
 - b. Design: Adequate to avoid damage to all components from 200 lb pull on handwheel or chainwheel operators or 300 ft-lb input torque from operating nuts.

D. Motor Operators:

1. Electric Open/Closed Valve Actuators:
 - a. General:
 - 1) Self-contained unit with drive motor and controls, reduction gearing, limit and torque switching gearing, declutching device and auxiliary handwheel;
 - 2) Torque Rating: 1.5 times maximum required torque;
 - 3) Gearing capable of opening or closing valve from one extreme to the other in not less than 30 seconds nor more than 60 seconds;

- 4) Mechanical Stops: Internal limit stops to prevent overtravel;
 - 5) Rotation: 90 degrees reversible;
 - 6) Limit switches for valve open/closed control;
 - 7) Auxiliary Limit Switches for Remote Position Indication: 4 SPDT required - 2 for open and 2 for closed indication;
 - 8) Adjustable torque switches to protect motor in the event of excessive torque developed during travel in either direction;
 - 9) Handwheel:
 - a) Provide integral declutching mechanisms to disengage motor and motor gearing mechanically;
 - b) Design so handwheel does not rotate during motor operation;
 - c) Design to produce required torque at maximum input pull of 80 pounds.
 - 10) Enclosure: NEMA 4.
- b. Electrical Features:
- 1) Characteristics:
 - a) Power Supply: 480-volt, 3-phase, 60 Hz;
 - b) Control Power: 120 volt, single phase, 60 Hz;
 - 2) Motor duty rating sufficient for one complete open-close-open or reverse cycle without exceeding motor temperature rating;
 - 3) Integral reversing magnetic starter;
 - 4) Circuit breaker disconnect with external operating handle;
 - 5) 120 volt, single phase space heater, if required to eliminate moisture;
 - 6) Local Controls:
 - a) Remote/local switch;
 - b) Open and closed position indicating lights;
 - c) Reversible, intermittent contact open-stop-closed switch;
 - d) Mount controls on the cover of the unit.
- c. Manufacturer:
- 1) Limitorque;
 - 2) AUMA;
 - 3) Rotork;
 - 4) Or equal.
- E. Miscellaneous: Double pole, double throw, isolated circuits with lever operator and in NEMA enclosure.
- F. Painting: All ferrous surfaces shall be shop primed and field painted. Painting shall be in accordance with Section 09 91 00.

2.3. VALVE SCHEDULE

- A. Attached at the end of this Section is the "Process Valve Schedule" for valves 4-inches and larger. Conform to the type, size, joint, press operator and designation shown unless otherwise approved by ENGINEER.
- B. This schedule may be subject to revision to suit equipment actually installed or to provide for valves inadvertently omitted. CONTRACTOR shall provide all valves as shown on schedules and Drawings.
- C. Valves are identified by a letter and number code. First two or three letters designate type of valve. The number designates a certain size, connection and operator for that type of valve. Identifying legends follow:

FIRST TWO OR THREE LETTERS

CV
BFV
BV

TYPE OF VALVES

CHECK VALVES
BUTTERFLY VALVE
BALL VALVE

D. Connection Abbreviation:

1. Flanged Joint - CF
2. Threaded - CT
3. Mechanical Joint - MJ
4. Valve Identification Tags - Not Required in This Contract.

PART 3 EXECUTION

3.1. INSTALLATION - GENERAL

- A. All valves and appurtenances shall be installed per the Manufacturer's instructions in the locations shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the ENGINEER before they are installed.
- B. Install all brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings, or otherwise required. Before setting these items, the CONTRACTOR shall check all Drawings and figures which have a direct bearing on their location. The CONTRACTOR shall be responsible for the proper location of valves and appurtenances during the construction of the Work.
- C. All materials shall be carefully inspected for defects in construction and materials. All debris and foreign material shall be cleaned out of openings, etc. All valve flange covers shall remain in place until connected piping is in place. All operating mechanisms shall be operated to check their proper functioning and all nuts and bolts checked for tightness. Valves and other equipment which do not operate easily, or are otherwise defective, shall be repaired or replaced at no additional cost to the OWNER.
- D. Where installation is covered by a Referenced Standard, installation shall be in accordance with that Standard, except as herein modified, and the CONTRACTOR shall certify such. Also note additional requirements in other parts of this Specification.
- E. Unless otherwise noted, joints for valves and appurtenances shall be made up utilizing the same procedures as specified under the applicable type connecting pipe joint and all valves and other items shall be installed in the proper position as recommended by the manufacturer. Contractor shall be responsible for verifying manufacturer's torquing requirements for all valves.

3.2. INSTALLATION OF MANUAL OPERATIONAL DEVICES

- A. Unless otherwise noted, all operational devices shall be installed with the units at the factory, as shown on the Drawings or as acceptable to the ENGINEER to allow accessibility to operate and maintain the item and to prevent interference with other piping, valves and appurtenances.
- B. For manually operated valves 3-in in diameter and smaller, valve operators and indicators shall be rotated to display toward normal operation locations.
- C. Floor boxes, extension stems and low floor stands shall be installed vertically centered over the operating nut, with couplings as required and the elevation of the box top shall be adjusted to conform with the elevation of the finished floor surface or grade at the completion of the contract. Boxes and stem guides shall be adequately supported during concrete pouring to maintain vertical alignment.

3.3. INSPECTION, TESTING, AND CORRECTION OF DEFICIENCIES

- A. See also Division 01.

- B. Take care not to over pressure valves or appurtenances during pipe testing. If any unit proves to be defective, it shall be replaced or repaired to the satisfaction of the ENGINEER.
- C. Functional Test: Prior to plant startup, all items shall be inspected for proper alignment, proper operation, proper connection and proper performance.
- D. The various pipe lines in which the valves and appurtenances are to be installed are specified to be field tested. During these tests any defective valve or appurtenance shall be adjusted, removed and replaced, or otherwise made acceptable to the ENGINEER.
- E. Various regulating valves, strainers, or other appurtenances shall be tested to demonstrate their conformance with the specified operational capabilities and any deficiencies shall be corrected or the device replaced or otherwise made acceptable to the engineer.

3.4.CLEANING

- A. All items (including valve interiors) shall be cleaned prior to installation, testing, disinfection and final acceptance.

3.5.DISINFECTION

- A. Disinfection of valves and appurtenances on all potable water lines and where otherwise noted, shall be as noted in section 40 05 05.

END OF SECTION

SECTION 46 51 54 NATURAL DRAFT AERATION EQUIPMENT

PART 1 GENERAL

1.1. SCOPE:

- A. This section covers the general specifications of four (4) natural draft type tray aerators for the purpose of increasing dissolved oxygen in the water treatment plant process.
- B. The natural draft type tray aerator equipment shall be manufactured by DeLoach Industries, Inc., or approved equal.

1.2. GENERAL:

- A. Equipment furnished and installed under this section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer unless exceptions are noted by the engineer.
- B. Each item shall be furnished and installed complete with all mechanical equipment required for proper operation, all components indicated on the drawings or specified, and all additional materials or construction required by the design of the system.

PART 2 PRODUCTS

2.1. GENERAL EQUIPMENT STIPULATIONS.

- A. The General Equipment Stipulations shall apply to all equipment furnished under this section.

2.2. ANCHOR BOLTS.

- A. All anchor bolts, nuts, and washers shall be AISI Type 316 stainless steel and shall comply with the anchor bolts and expansion bolts section.

2.3. AERATORS

- A. All trays, splash guards, structural members, catch pan and piping shall be fabricated from 304 stainless steel.
- B. Four (4) rectangular shape cascade type aerators for the purpose of oxidizing iron in the influent water. The cascade type aerator shall include, five rectangular, stainless steel trays with nozzles to allow the induction of oxygen into the water. Nozzles shall be sized and numbered so as to allow for even distribution of the water. The unit shall also include mounting legs, perimeter splash guards, and a catch pan with integral influent piping and effluent flange connections.
- C. The water shall travel downward through a pipe located in the center of the unit and shall distribute the water evenly across the top tray. The water shall then cascade from tray to tray through the nozzles as determined by the manufacturer by gravity. The water shall be collected in the bottom tray or pan and shall drain into a flanged pipe. Trays will be constructed and supported so as to allow for a layer of coke to be utilized in the bottom of each tray.
- D. Design Criteria. The tray aerator shall be designed to operate at a minimum flow rate of 1600 GPM.
- E. The unit shall be equipped with adequate number of nozzles so as to allow for the maximum flow rate without flooding the trays. The water inlet shall be 14" diameter, ductile iron, flange fitted. All brackets and hardware shall be 316 stainless steel.
- F. Piping Connections. All piping connections to the aerator shall be flanged and shall conform to ANSI 16.5, Class 150 diameter and drilling.

PART 3 EXECUTION (NOT USED)

END OF SECTION

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
SPIRE, Inc
315 N. MAIN ST.
HATTIESBURG, MS 39401
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

FOR

WATER PLANT #1 REHABILITATION PHASE 2

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY MISSISSIPPI



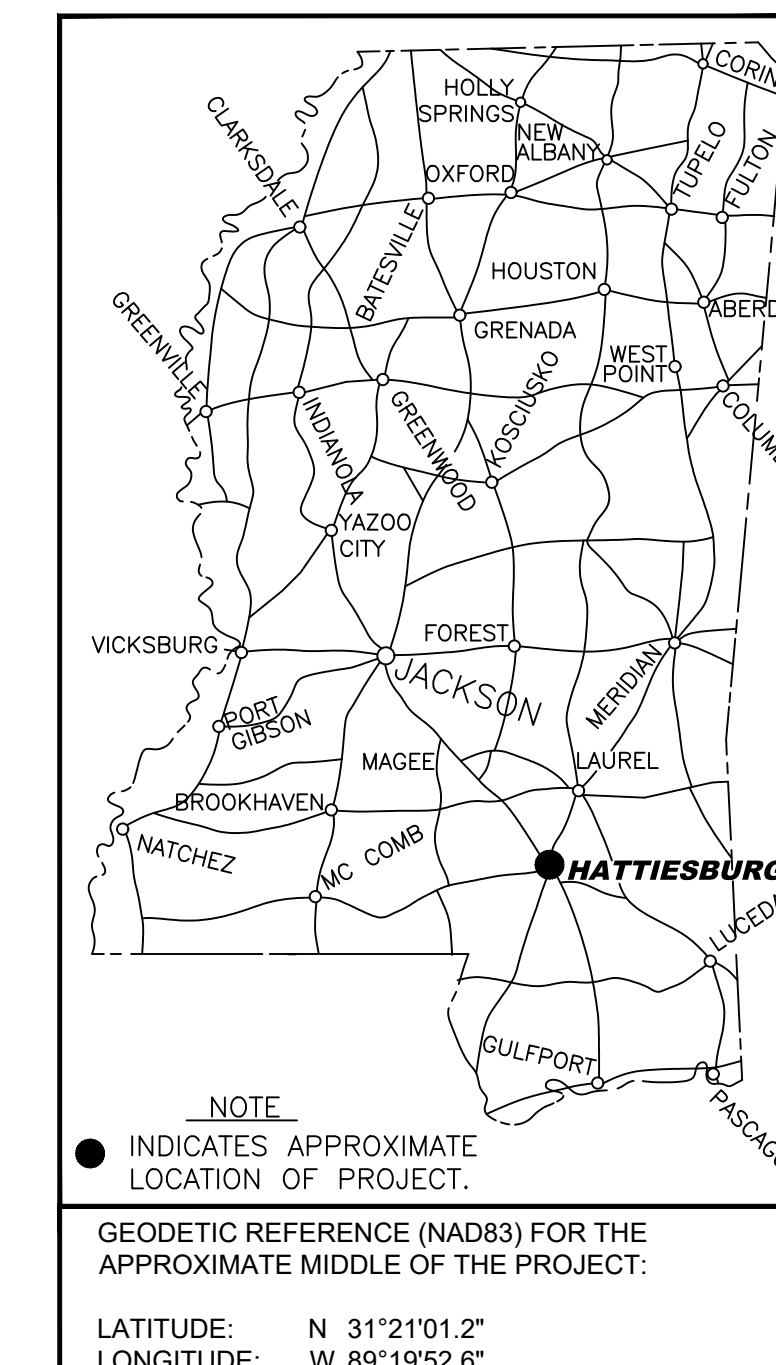
Know what's **below**.
Call before you dig.

1. 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)

2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

AUGUST 2021

NO.	DATE	DESCRIPTION	RY



<u>SHEET No.</u>	<u>WRK No.</u>	<u>DESCRIPTION</u>
1	CVR-1	COVER SHEET
2	VM-1	VICINITY MAP
3	GN-1	GENERAL NOTES
4	SP-1	SITE PLAN
5	FS-1	FLOW SCHEMATIC
6	AD30-1	1930's AERATOR DEMOLITION
7	AC30-1	AERATOR CONSTRUCTION
8	AD-1	AERATOR DETAILS
9	DTI-1	DETAIL S

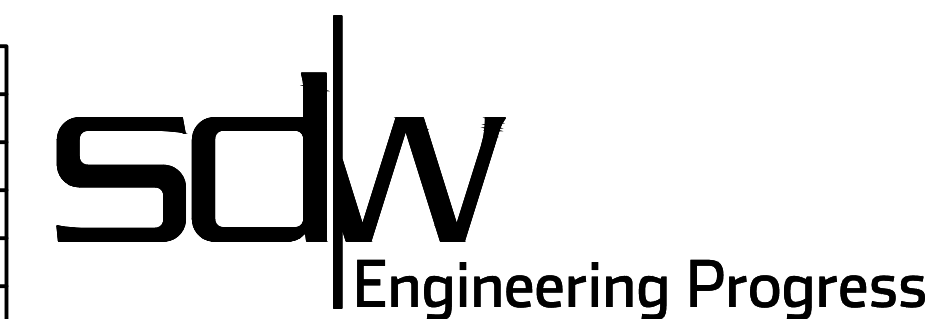


Toby Barker

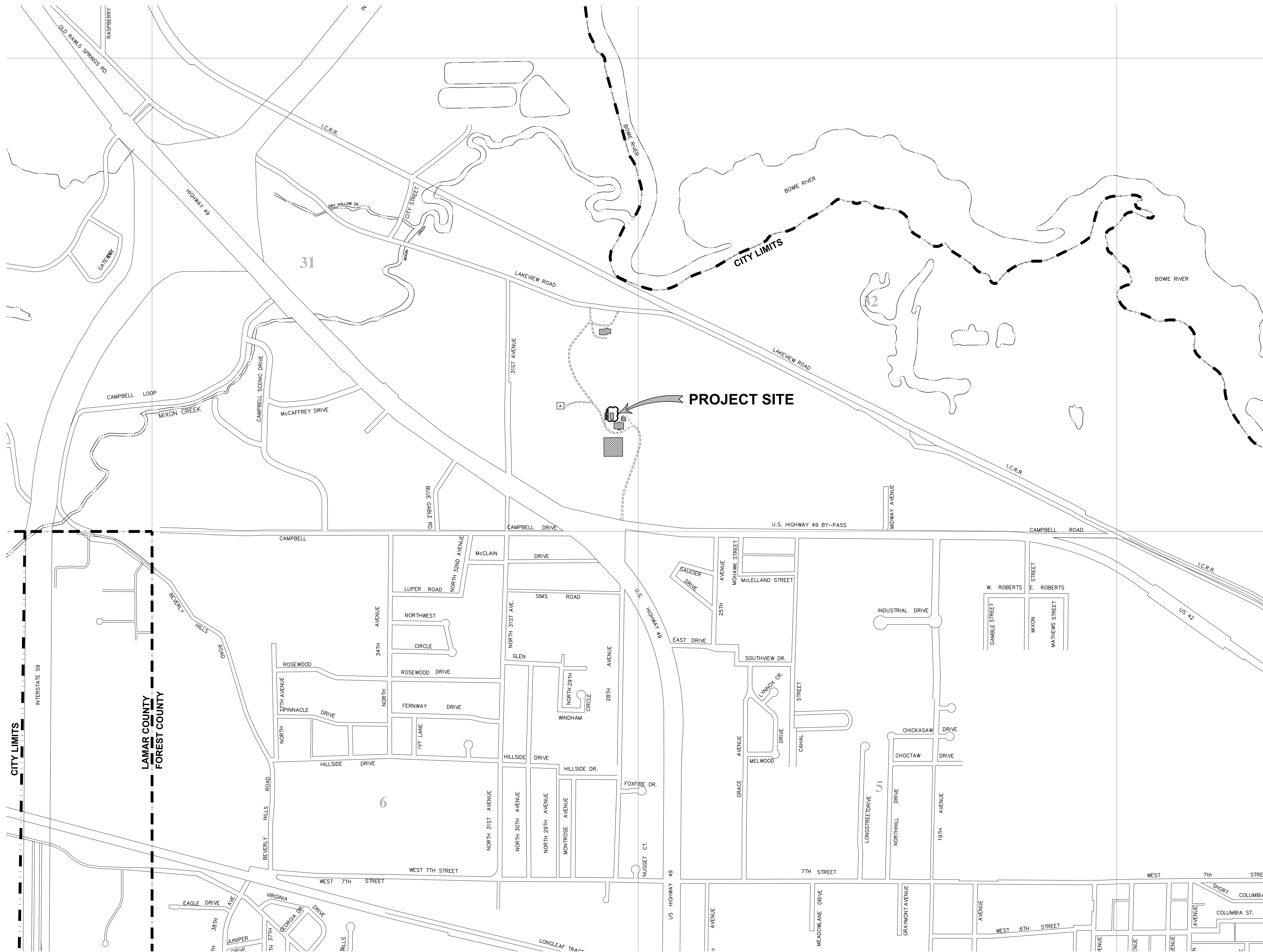
Carter Carroll, President
Jeffery George, Vice President
Dave Ware
Deborah Denard Delgado
Nicholas Brown

Lamar Rutland, PE

PREPARED BY:

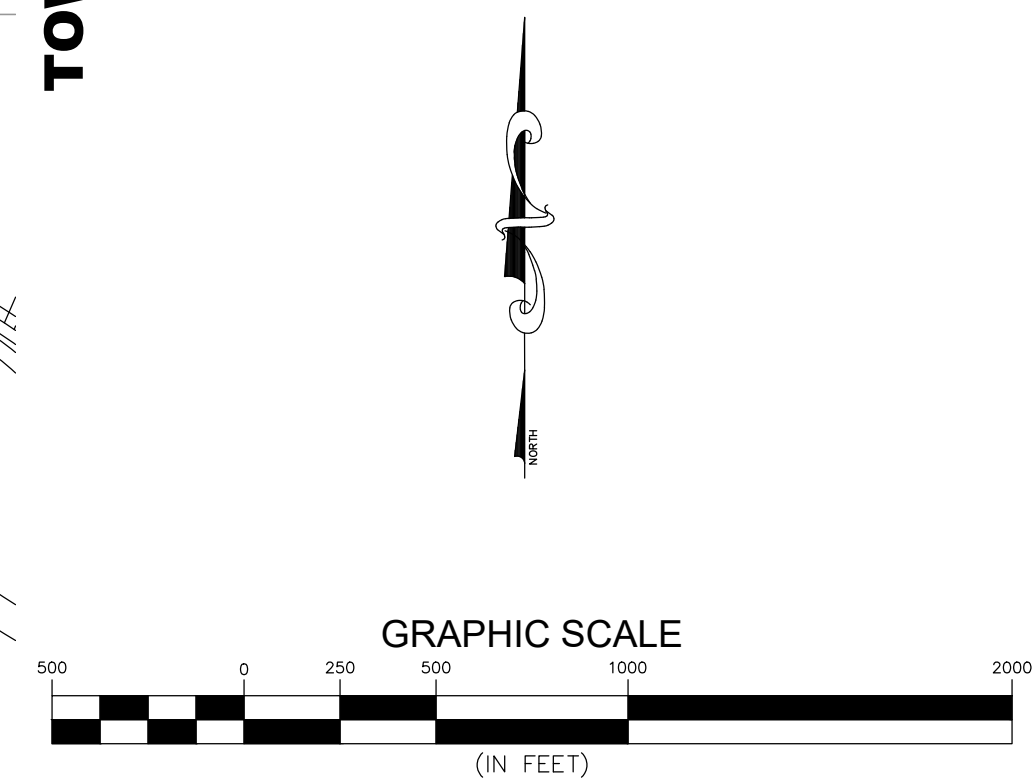


Working No. CVR-1
Sheet No. 1
Drawing No.: 1273-W015



PROJECT SITE

TOWNSHIP 4 NORTH



NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
WATER PLANT #1 REHAB. PHASE 2			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			



Engineering Progress

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Drawn by:	RES/BAK	Checked by:	NMC	Scale:	AS NOTED
Date:	AUGUST 17, 2021	Working No.	VM-1 _____		
Drawing No.:	1273-W015	Sheet No.	_____ 2 _____		

GENERAL NOTES

3. CONTINUED AND UNINTERRUPTED OPERATION OF THE WATER TREATMENT PLANT IS OF PRIMARY CONCERN. CLOSE COORDINATION WITH THE DEPARTMENT OF PUBLIC WORKS AND THE PLANT SUPERINTENDENT IS REQUIRED. WORK THAT REQUIRES UNIT CONVEYANCES OF THE PLANT TO BE TAKEN OUT OF SERVICE SHALL BE SCHEDULED AT THE CONVENIENCE OF THE PLANT SUPERINTENDENT. THE OWNER RESERVES THE RIGHT TO STOP ANY WORK, WITHOUT PRIOR NOTICE, THAT AFFECTS THE OPERATIONS OR CAPACITY OF THE PLANT TO MEET WARD DEMAND. THE CONTRACTOR SHALL STOP AND RESUME WORK WITHOUT ADDITIONAL COMPENSATION.
2. EXISTING WATER MAINS, STORM SEWER, SANITARY SEWERS, TELEPHONE CABLES, GAS MAINS ELECTRICAL CONDUITS AND OTHER UTILITIES ARE SHOWN FOR CONTRACTOR'S INFORMATION ONLY. LOCATION OF UTILITIES MAY VARY FROM THAT SHOWN ON CONTRACT DRAWINGS. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR LOCATING AND PROTECTING ALL UTILITIES INCLUDING ANY NOT SHOWN ON CONSTRUCTION PLANS.
3. CONTRACTOR SHALL RESTORE ALL AREAS DAMAGED OR DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION.
4. WRITTEN DIMENSIONS AND ELEVATIONS SHALL GOVERN OVER SCALED DIMENSIONS AND ELEVATIONS.
5. DUST CONTROL IS A PRIMARY CONCERN. DAILY DUST CONTROL MEASURES ARE REQUIRED. THE CONTRACTOR MUST PURCHASE WATER IF HE USES CITY OF HATTIESBURG WATER.
6. DAILY CLEANUP OF MATERIALS AND SUPPLIES IS REQUIRED. THE JOB SITE SHALL BE MAINTAINED IN A NEAT AND ORDERLY FASHION.
7. THE CONTRACTOR MUST FURNISH ELECTRICAL POWER, GAS SERVICE OR WATER SERVICE FOR HIS USE AT HIS EXPENSE. WATER FOR TESTING SHALL BE FURNISHED BY THE CONTRACTOR AT HIS EXPENSE.
8. CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS AND DIMENSIONS SHOWN BEFORE SUBMISSION OF SHOP DRAWINGS. ANY DISCREPANCY SHALL BE REPORTED TO THE ENGINEER.
9. ALL ELEVATIONS ARE BASED ON PLANT DATUM.
11. UNLESS OTHERWISE NOTED, ALL UNISTRUT CHANNELS SHALL BE ELECTROPLATED WITH ZINC.
11. UNLESS OTHERWISE NOTED, ALL PIPE TAPS SHALL BE FORD F800 CORPORATION STOPS, THE SAME SIZE AS THE LINE TO BE CONNECTED.
12. UNLESS OTHERWISE NOTED, ALL PIPE CLAMPS AND PIPE ANCHORS SHALL BE TYPE 304 STAINLESS STEEL.
13. ALL EQUIPMENT, SYSTEMS AND SUBSYSTEMS SHALL BE COMPLETE WITH ALL NECESSARY ACCESSORIES AND APPURTENANCES REQUIRED FOR A PROPER OPERATING SYSTEM, EVEN THOUGH NOT HEREIN SPECIFIED.
14. COMMON EXCAVATION WILL NOT BE INCLUDED AS A SEPARATE PAY ITEM. COST OF EXCAVATION REQUIRED FOR THE INSTALLATION OF ANY ITEM WILL BE INCLUDED IN THE BID PRICE OF THE RESPECTIVE ITEM.
15. PIPE INSULATION SHALL BE 1 1/2-INCH THICK AS APPROVED BY THE ENGINEER. ALL ABOVE GROUND EXTERIOR PIPE SHALL BE INSULATED. THIS INCLUDES PIPE OUTSIDE OF BUILDINGS OR STRUCTURES. INSULATION SHALL BE COLOR CODED AND LABELED THE SAME AS THE PIPE.
16. ALL BURIED DUCTILE IRON PIPE SHALL HAVE A POLYETHYLENE FILM WRAP.
17. PIPE SUPPORTS, HANGERS AND BRACKETS SHALL BE PROVIDED ON FIVE FOOT CENTERS (MAXIMUM) AND ADJACENT TO UNIONS AND FITTINGS AND ON BOTH SIDES OF VALVES UNLESS OTHERWISE NOTED ON THE DRAWINGS.
18. ALL EXPANSION JOINTS SHALL BE CONSTRUCTED AT THE LOCATION AND IN ACCORDANCE WITH THE CONTRACT DRAWINGS.
19. ALL PIPE INSTALLED SHALL BE COLOR CODED AND LABELED IN ACCORDANCE WITH THE "TEN STATES STANDARD".

2. ALL PVC PIPE INSTALLED UNDERGROUND SHALL INCLUDE MAGNETIC LOCATOR BURY TAPE.
21. CONCRETE SHALL HAVE A MINIMUM COMPRESSION STRENGTH AT 28 DAYS OF 4,000 PSI.
22. REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60.
23. ALL JOINT EDGES AND EXTERNAL CORNERS OF CONCRETE PERMANENTLY EXPOSED TO VIEW SHALL BE CHAMFERED 3/4-INCH.
24. EXPOSED CONCRETE SURFACES SHALL HAVE THE FOLLOWING FINISHES:
 - A. EXPOSED COLUMNS AND WALLS - RUBBED FINISH
 - B. RAMP - FLOAT AND BROOM FINISHED
 - C. SLAB - FLOAT AND BROOM FINISH
26. ALL STRUCTURAL STEEL SHALL MEET REQUIREMENTS OF ASTM A-36.
27. PIPING IS SHOWN IN A SCHEMATIC WAY ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE ALL PIPE AND FITTINGS REQUIRED FOR A COMPLETE AND OPERABLE INSTALLATION.
28. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
29. THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA SHALL BE COLLECTED AND PUT ON THE DRAWINGS DAILY. DATA SHALL INCLUDE THE LOCATION, SIZE AND TYPE OF ALL EXISTING AND INSTALLED WATER LINES, WATER VALVES, FIRE HYDRANTS AND WATER METERS. FINAL COMPLETION OF THE PROJECT SHALL BE PROVIDED ON THE SUBMISSION AND APPROVAL OF SAID AS BUILT PLANS.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
31. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL WILL BE PROVIDED BY THE ENGINEER.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
34. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
35. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
36. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
37. ANY DAMAGE TO REPAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAVED IN KIND, AT THE CONTRACTOR'S EXPENSE.
39. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
40. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
41. WHERE A WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
42. ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350.

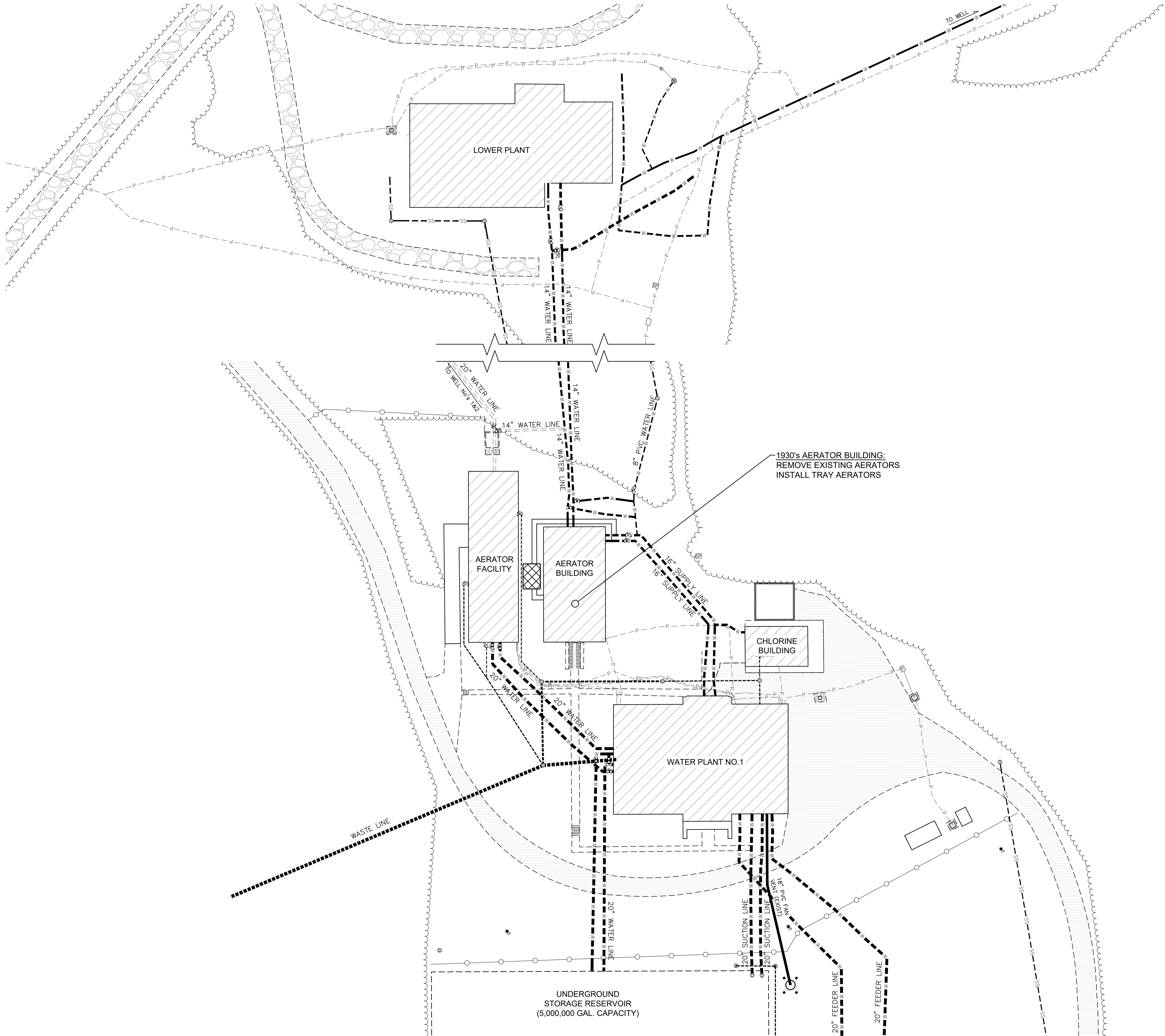
43. ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH FLANGED ENDS, EXCEPT AS NOTED.
44. ALL VALVES NOTED ON THESE PLANS SHALL BE BUTTERFLY VALVES WITH HANDWHEEL.
45. TO THE MAXIMUM EXTENT POSSIBLE ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A. THIS CONTRACT IS FUNDED IN WHOLE OR IN PART BY FUNDS FROM THE "CONSOLIDATED APPROPRIATIONS ACT OF 2014 (HR 3547)", THEREFORE, THIS PROJECT MUST COMPLY WITH THE AMERICAN IRON AND STEEL REQUIREMENTS OF THE ACT.
46. PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
47. ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
48. 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.
49. ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)

TEN STATES STANDARD COLOR CODES:

<u>USE OF PIPE</u>	<u>COLOR OF PIPE</u>
Water Lines:	
Raw water	Olive Green
Settled or clarified water	Aqua
Finished or potable water	Dark Blue
Chemical Lines:	
Alum or primary coagulant	Orange
Ammonia	White
Carbon slurry	Black
Caustic	Yellow w/ green band
Chlorine gas or solution	Yellow
Fluoride	Light blue w/ red band
Lime slurry	Light green
Ozone	Yellow w/ orange band
Phosphate compounds	Light green w/ red band
Polymers or coagulant aids	Orange w/ green band
Potassium permanganate	Violet
Soda ash	Light green w/ orange band
Sulfuric Acid	Yellow w/ red band
Sulfur Dioxide	Light green w/ yellow band
Waste Lines:	
Backwash waste	Light Brown
Sludge	Dark Brown
Sewer (sanitary or other)	Dark Gray
Other Lines:	
Compressed Air	Dark Green
Gas	Red
Other Pipes	Light Gray

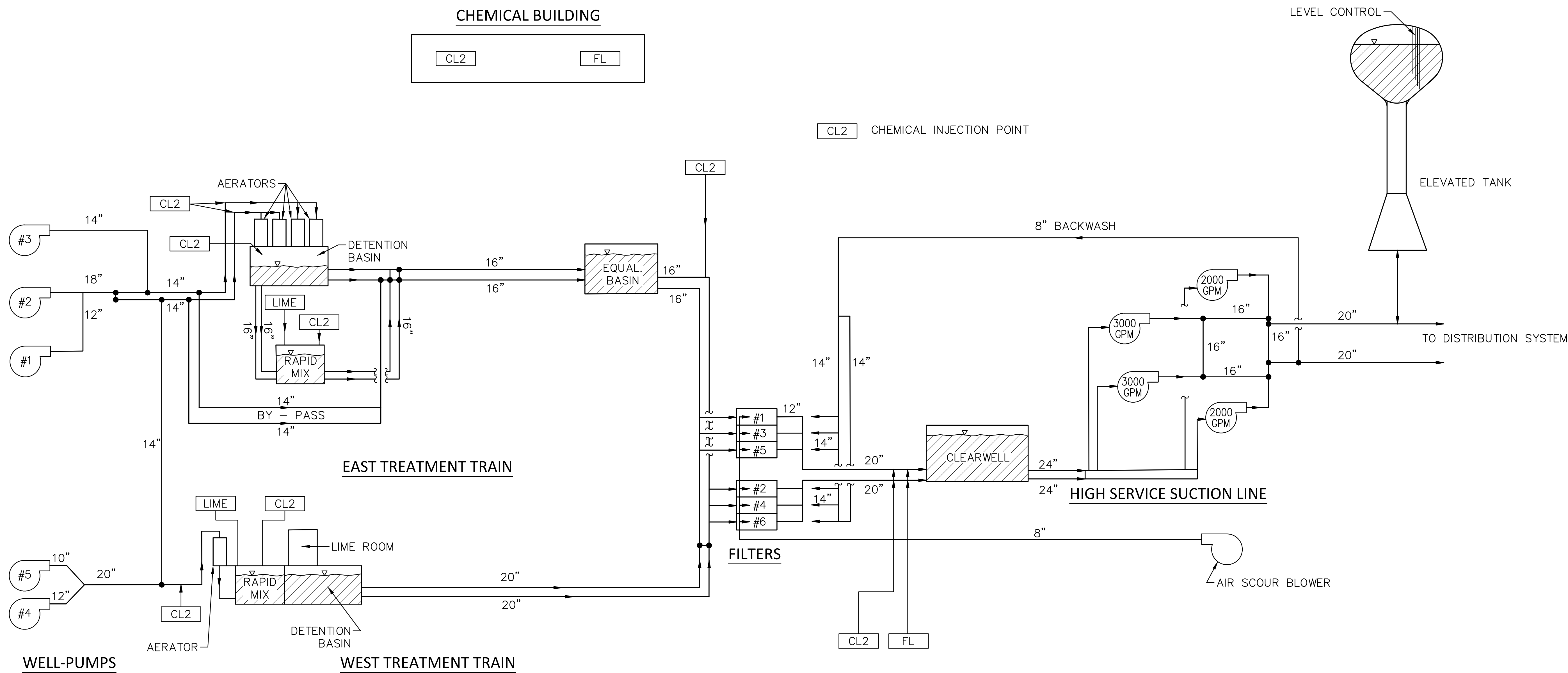
No.	DATE	DESCRIPTION			BY
GENERAL NOTES					
WATER PLANT #1 REHAB. PHASE 2 CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI					
 Engineering Progress					
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com					
Drawn by: RES/BAK		Checked by: NMC		Scale: NONE	
Date: AUGUST 17, 2021		Working No. GN-1			
Drawing No.: 1273-W015		Sheet No. 3			

J:\Projects\Hattiesburg City of 1273-W015 - Water Plant #1 Rehabilitation\1273W015-CAD Files\Phase 2\1273-W015-SP-1.dwg, SP-1, 9/21/2021, 3:49:14 PM

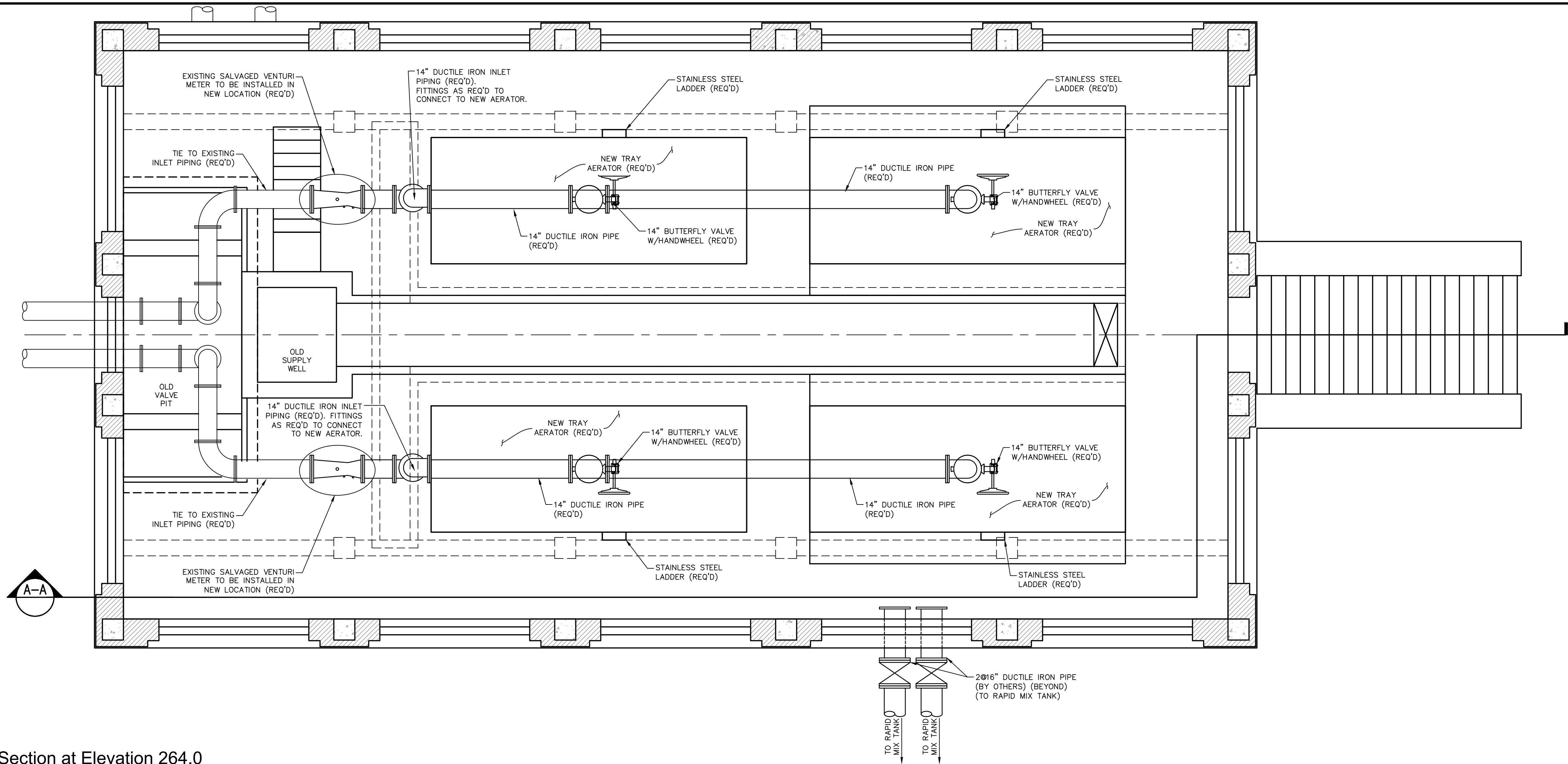


- SYMBOL LEGEND:**
- ELECTRICAL PANEL/BOX (ABANDONED)
 - ELECTRICAL PANEL/BOX
 - FENCE
 - LIGHT ON POLE
 - STORM DRAIN MANHOLE
 - UTILITY LINES (UNDERGROUND)
 - WATER LINE (EXIST)
 - WATER VALVE
 - POWER TRANSFORMER
 - DRAIN LINES (UNDERGROUND)

NO.	DATE	DESCRIPTION	BY
SITE PLAN			
WATER PLANT #1 REHAB. PHASE 2			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: 1" = 30'
Date: AUGUST 17, 2021		Working No. SP-1	
Drawing No.: 1273-W015		Sheet No. 4	

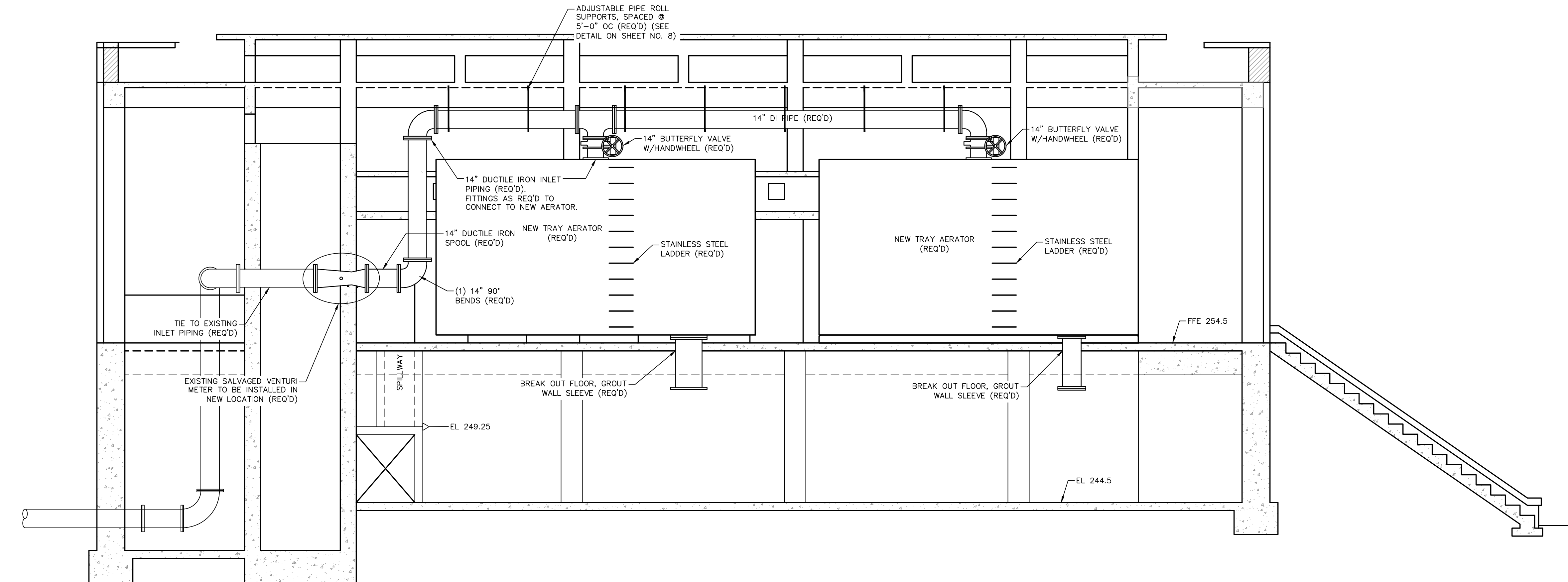


NO.	DATE	DESCRIPTION	BY
FLOW SCHEMATIC			
WATER PLANT #1 REHABILITATION CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: BT		Checked by: NMC	Scale: NONE
Date: AUGUST 17, 2021		Working No.: FS-1	
Drawing No.: 1273-W015		Sheet No.: 5	



Section at Elevation 264.0

Scale: 1/4" = 1'-0"



Section A-A

Scale: 1/4" = 1'-0"

GENERAL NOTES

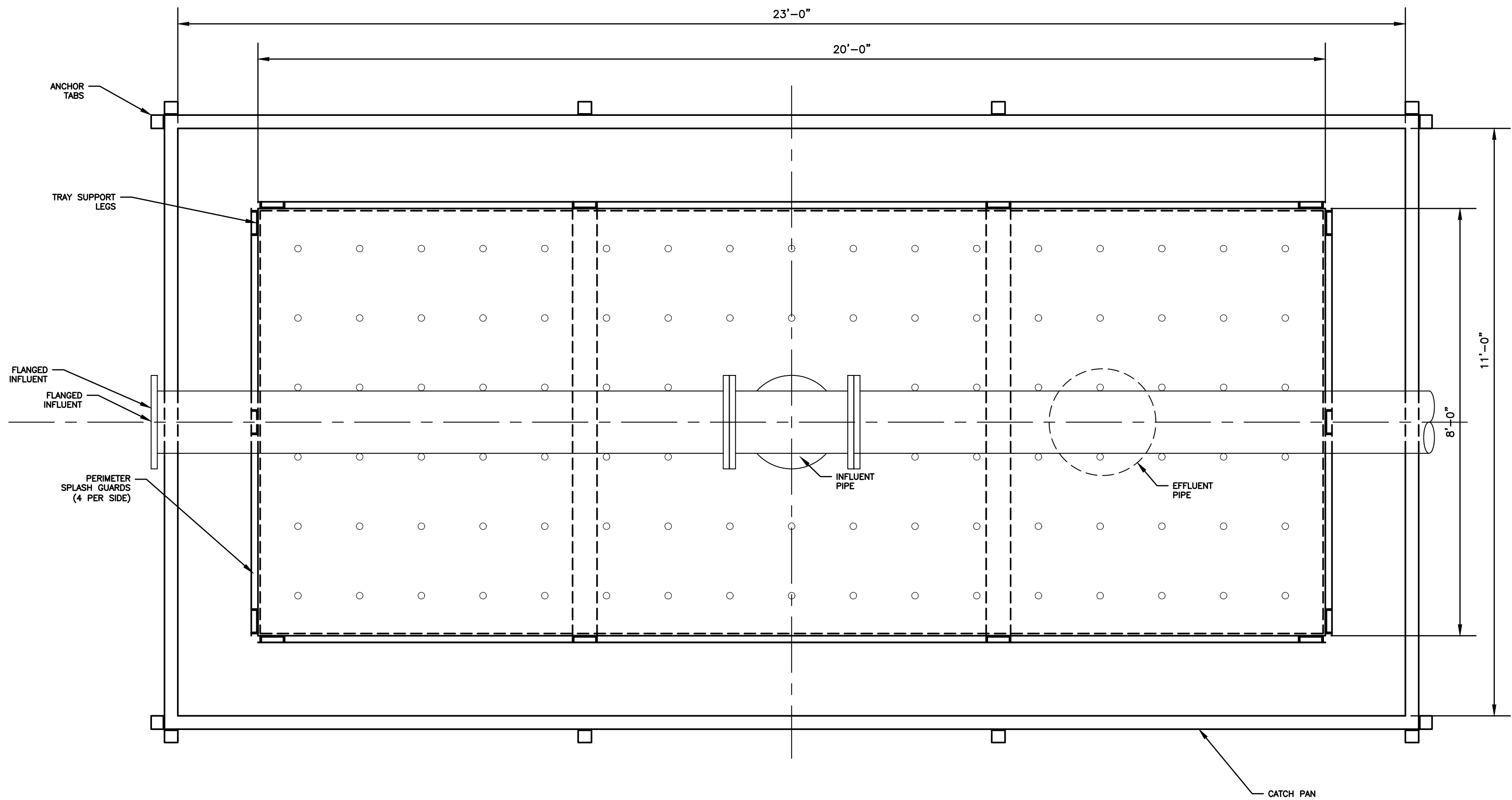
REPAIR OF SPALLED CONCRETE BY SHOTCRETING

1. REMOVE UNSOUND CONCRETE AND EXPOSE REINFORCING STEEL. ALL CONCRETE SHALL BE REMOVED FROM AROUND THE REINFORCING STEEL TO THE EXTENT THAT A FINGER CAN BE PLACED BEHIND THE BAR.
2. AFTER CHIPPING HAS BEEN COMPLETED, THE ENTIRE AREA SHALL BE WET SANDBLASTED TO REMOVE ANY FOREIGN PARTICLES FROM THE CONCRETE AND TO REMOVE ALL RUST AND SCALE FROM THE REINFORCEMENT.
3. IF CROSS SECTIONAL AREA OF REINFORCING STEEL HAS BEEN REDUCED BY 25 PERCENT, ADDITIONAL REINFORCEMENT SHALL BE PROVIDED. REPLACEMENT STEEL SHALL BE TIED IN PLACE AND OVERLAPPED ADEQUATELY WITH THE ORIGINAL BARS.
4. AFTER SURFACE PREPARATION IS COMPLETE, SHOTCRETE SHALL BE USED TO RESTORE THE AFFECTED AREAS TO APPROXIMATELY THEIR ORIGINAL DIMENSIONS. SHOTCRETING SHALL BE PERFORMED PER ACI STANDARD 506 SPECIFICATIONS FOR SHOTCRETE.
5. FOLLOWING APPROPRIATE CURING OF THE PATCHED AREAS, THE EXPOSED CONCRETE SHALL BE PAINTED WITH TWO COATS OF A WATERPROOFING COMPOUND (AQUACHEX BY GIBSON ROMANS OR APPROVED EQUAL) PER THE MANUFACTURER'S RECOMMENDATION.

GENERAL

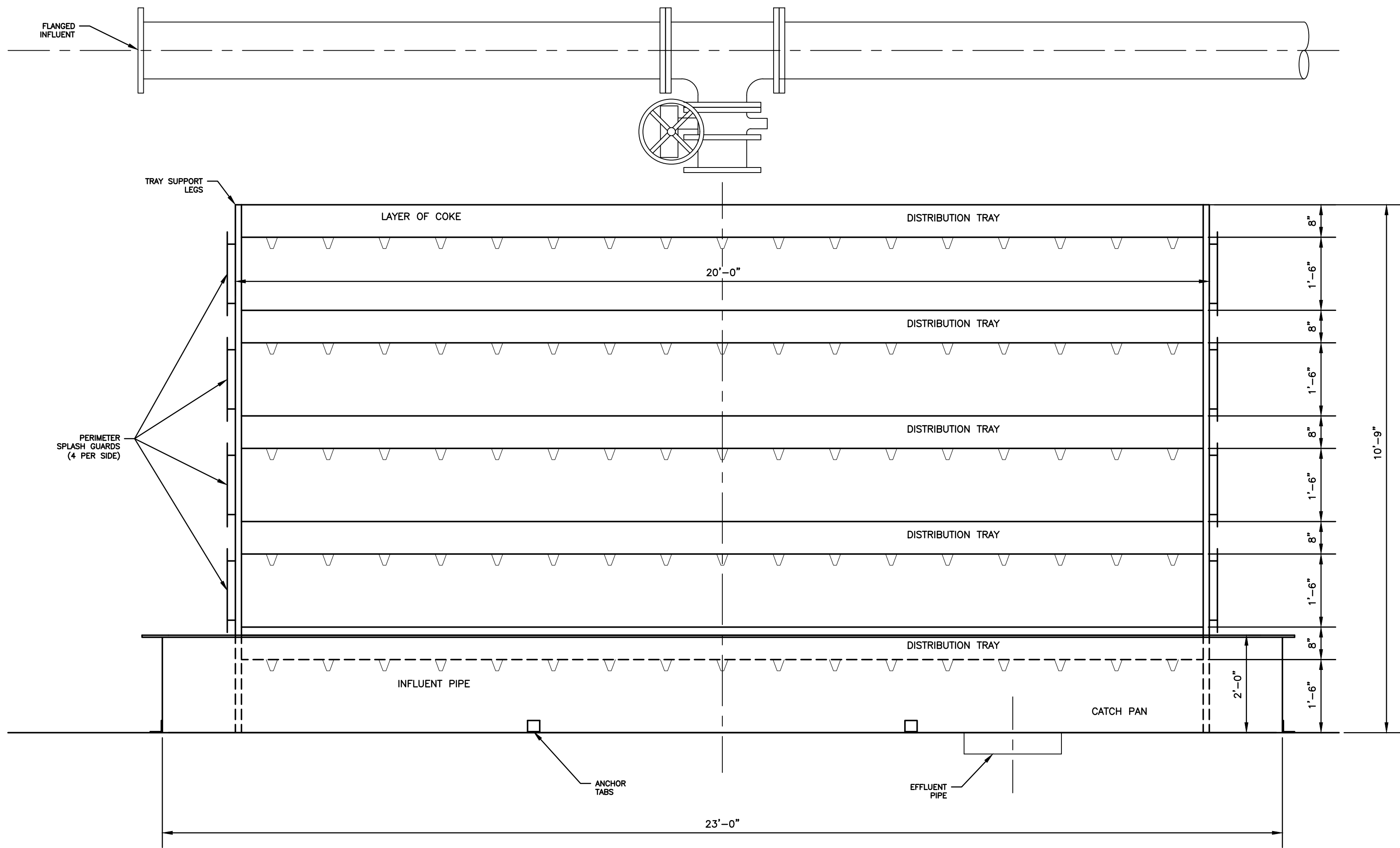
1. THE WORK ON THE EXISTING AERATOR SHALL BE CLOSELY COORDINATED WITH THE PLANT SUPERINTENDENT. THE 1930's AERATOR SHALL NOT BE TAKEN OUT OF SERVICE UNLESS THE 1990's AERATOR, AERATOR BASIN AND RELATED FACILITIES ARE IN SERVICE.
2. IN ADDITION TO THE REPAIR WORK, THE SCOPE OF WORK ALSO INCLUDES CLEARING THE SLUDGE FROM THE AERATOR BASIN AND DISPOSING OF THE SLUDGE IN A PERMITTED SANITARY LANDFILL.
3. PRIOR TO PLACING THE AERATOR AND BASIN BACK INTO SERVICE, THE AERATOR AND BASIN SHALL BE DISINFECTED WITH A CHLORINE SOLUTION CONTAINING NOT LESS THAN 50 MG/L OF FREE CHLORINE. THE PROPOSED METHOD OF CHLORINE DISINFECTION SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO ITS USE.
4. BUILDING TO BE PRESSURE WASHED TO REMOVE STAINS.
5. STONECOTE TO BE PAINTED (PRIMED & TOP COAT).
6. INTERIOR SURFACES TO BE PAINTED PER SPECIFICATIONS.

NO.	DATE	DESCRIPTION	BY
1930'S AERATOR CONSTRUCTION			
WATER PLANT #1 REHAB. PHASE 2			
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: BT		Checked by: NMC	Scale: AS NOTED
Date: AUGUST 17, 2021		Working No. AC30-1	
Drawing No.: 1273-W015		Sheet No. 7	



Tray Aerator - Plan View

Scale: NTS



Tray Aerator - Front Elevation View

Scale: NTS

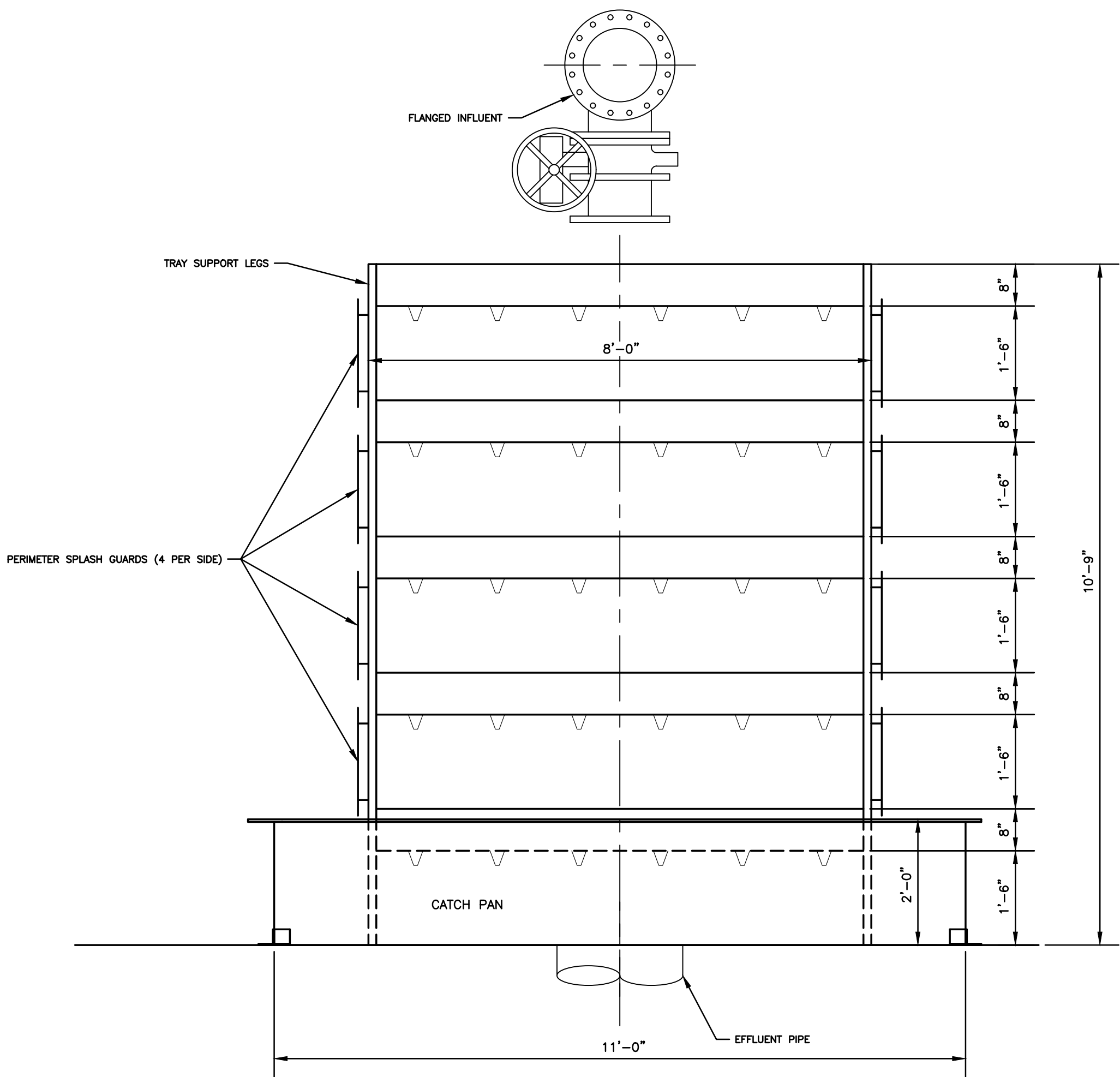
NOTES:

DRY WEIGHTS
TRAYS, LEGS AND SPLASH GUARDS.....13,200 LBS. APPROX.
CATCH PAN.....2,000 LBS. APPROX.

OPERATING WEIGHTS @ 1600 GPM
TRAYS, LEGS AND SPLASH GUARDS.....27,800 LBS. APPROX.
CATCH PAN.....5,900 LBS. APPROX.

* OPERATING WEIGHT @ 1600 GPM ASSUMES A 3.25" DEPTH
IN EACH TRAY AND A 3" DEPTH IN THE CATCH PAN.

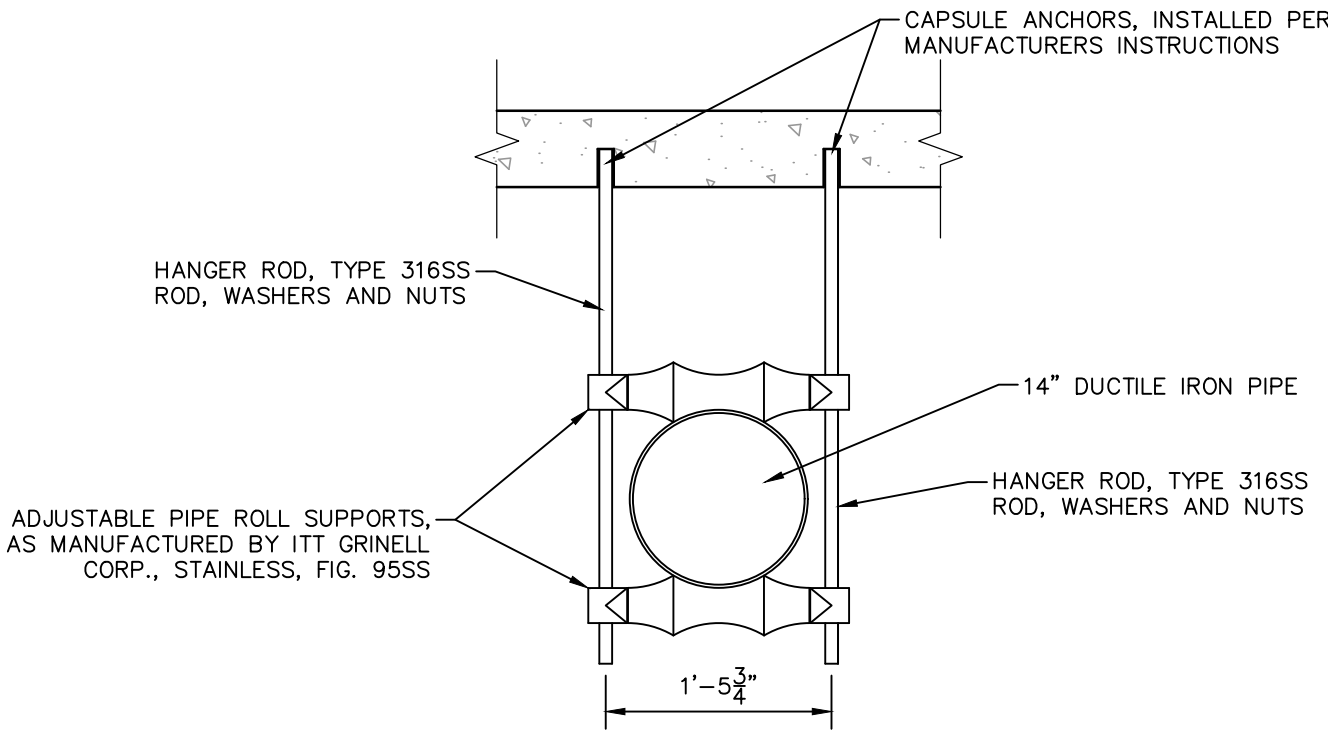
MATERIAL: 304 STAINLESS STEEL
TRAYS: 11 GA
CHANNELS: 4"x1/4"
NOZZLES: 99 SHEPHERD CROSS FLOW @ 16.12 GPM
EACH.



Tray Aerator - Left Side View

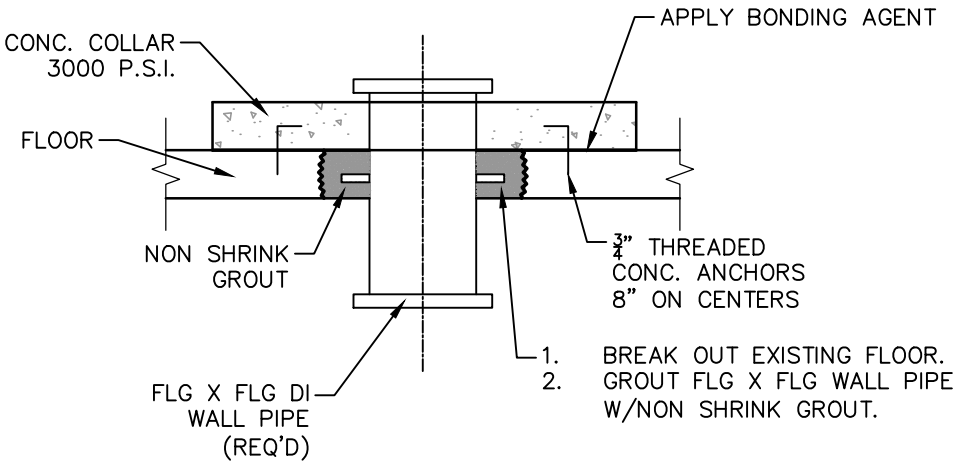
Scale: NTS

NO.	DATE	DESCRIPTION	BY
AERATOR DETAILS			
WATER PLANT #1 REHAB. PHASE 2			
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:		Checked by: NMC	Scale: AS NOTED
Date: August 31, 2021		Working No. AD-1	
Drawing No.: 1273-W015		Sheet No. 8	



Detail: Roll Type Pipe Support

Scale: Not To Scale



Detail: Floor Penetration

Scale: Not To Scale

NO.	DATE	DESCRIPTION	BY
DETAILS			
WATER PLANT #1 REHAB. PHASE 2			
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: LLS		Checked by: NMC	Scale: NONE
Date: AUGUST 17, 2021		Working No. _DTL-1_	
Drawing No.: 1273-W015		Sheet No. _9_	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, June 21, 2022
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2022-407
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval for the sale of grave spaces.

Please place this on the June 21, 2022 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: June 2, 2022

Beulah Marie Mikell

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 34, Section 37, Highland Cemetery

Zetta Harrison

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 26, Section 36, Highland Cemetery

Minnie Louise Allen

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 98, Section 34, Highland Cemetery

Jerry Holliman

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 77, Section 39, Highland Cemetery

Linda Knoch

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 69, Section 39, Highland Cemetery

Jamieson Eli Bolton (Baby-B) & Christian Reed Bolton (Baby-A)

(1) Space \$ 45.00

Baby Space # 66, Lot 3, Section 3, Highland Cemetery

Justinadam S. Lewis

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 117, Section 38, Highland Cemetery

Tanya Mercer

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 115, Section 38, Highland Cemetery

Brittany Gibson

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 111, Section 39, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-02-2022

SOLD TO:

Mr. Mrs. Miss Jerry Holliman

ADDRESS 129 Woodland Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 77 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-03-2022

SOLD TO:

Mr. Mrs. Miss Brittany Gibson

ADDRESS 17 La Jaurie Lane Sumner, MS 39452

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 111 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-02-2022

SOLD TO:

Mr. Mrs. Miss Linda Knoch

ADDRESS 6250 U.S. HWY 49 Apt. 10 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 69 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-02- 2022

SOLD TO:

Mr. Mrs. Miss Bewlah Marie Mikel
ADDRESS 16 McLaren Church Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 34 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰²

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-02- 2022

SOLD TO:

Mr. Mrs. Miss Zetta Harrison
ADDRESS 2 Augusta Court East Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 26 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰²

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-02- 2022

SOLD TO:

Mr. Mrs. Miss Minnie Louise Allen
ADDRESS 1305 Putnam St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 78 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/31/ 2022

SOLD TO:

Mr. Mrs. Miss Jamieson Eli Bolton (Baby-A) + Christian Reed Bolton (Baby-A)
ADDRESS C/O Sharon Brinson 42 Cross Creek Rd, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 66 3 Section No. 3 in Highland Cemetery
1/2 Lot No.

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00 CITY OF HATTIESBURG, MISSISSIPPI

ck# 57181
Moore, Funeral Home By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-31- 2022

SOLD TO:

Mr. Mrs. Miss Justinadon S. Lewis
ADDRESS 311 Miller St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE Lot No. 117 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-01- 2022

SOLD TO:

Mr. Mrs. Miss Tanya Mercer
ADDRESS 401 Milton Barnes Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE Lot No. 115 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00 CITY OF HATTIESBURG, MISSISSIPPI

Rv [Signature]

DEED TO CEMETERY LOT HIGHLAND CEMETERY

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 Justinadam S. Lewis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 117 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 21st day of June, 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 21st day of June, 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, Tanya Mercer, 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 115 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day June, 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 21st day of June, 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 Jerry Holliman, 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 77 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 21st day of June, 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 21st day of June, 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 Linda Knoch, 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 69 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 21st day of June, 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 21st day of June, 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 Beulah Marie Mikell, 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 34 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 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 21st day of June, 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 Minnie Louise Allen, 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 98 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 21st day of June, 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 21st day of June, 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 Zetta Harrison, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 26 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 21st day of June, 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 21st day of June, 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 Brittany Gibson, 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 111 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 21st day of June, 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 21st day of June, 2022.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, June 21, 2022
Re: Approve claims docket for the period ending June 17, 2022.
File Number: 2022-432
Minute Book #

Summary

Approve claims docket for the period ending June 17, 2022.

Recommendation Statement

I recommend approval of the claims docket.

Please place this on the June 21, 2022 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9												
ACCOUNT/VENDOR				INVOICE		PO		YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
001000 BALANCE SHEET												
001000	0520EM					D/F EMER.MGMT.DISTRICT						
002158	AT&T			601M818327001	5/22	0	2022 9 INV P	3,460.53		291120	5/22 LONG DISTANCE	
ACCOUNT TOTAL								3,460.53				
001000 0520LB												
002158	AT&T			601M818327001	5/22	0	D/F LIBRARY 2022 9 INV P	237.84		291120	5/22 LONG DISTANCE	
ACCOUNT TOTAL								237.84				
001000 060100												
003308	KEITHCO PETROLEUM			962895/962881			GAS/LUBRICANT-CITY BARN 2022 9 INV P	15,560.55		291290	DIESEL FOR FUEL STA	
003497	MAPLES	GAS	COMPANY	230250			2022 9 INV P	27,288.74		291312	GAS FOR FUEL STATIO	
003497	MAPLES	GAS	COMPANY	230640			2022 9 INV P	36,712.46		291312	GAS FOR FUEL STATIO	
								64,001.20				
ACCOUNT TOTAL								79,561.75				
ORG 001000 TOTAL								83,260.12				
001001 REVENUES												
001001 332000 POLICE FINES												
004271	SOUTHERN	FINANCIAL	S	CMCHAT2	3/18-3/31/22	0	2022 9 INV P	5.00		291407	COLLECTION FEES-POL	
004271	SOUTHERN	FINANCIAL	S	CMCHAT2	4/1-4/29/22	0	2022 9 INV P	25.00		291407	COLLECTION FEES-POL	
004271	SOUTHERN	FINANCIAL	S	CMCHAT2	4/30-5/17/22	0	2022 9 INV P	20.00		291407	COLLECTION FEES-POL	
004271	SOUTHERN	FINANCIAL	S	CMCHAT2	5/18-5/31/22	0	2022 9 INV P	5.00		291407	COLLECTION FEES-POL	
004271	SOUTHERN	FINANCIAL	S	CMCHAT3	3/18-3/31/22	0	2022 9 INV P	633.98		291407	COLLECTION FEE-POLI	
004271	SOUTHERN	FINANCIAL	S	CMCHAT3	4/1-4/18/22	0	2022 9 INV P	511.12		291407	COLLECTION FEES-POL	
004271	SOUTHERN	FINANCIAL	S	CMCHAT3	4/16-4/29/22	0	2022 9 INV P	863.96		291407	COLLECTION FEE-POLI	
004271	SOUTHERN	FINANCIAL	S	CMCHAT3	4/30-5/17/22	0	2022 9 INV P	311.26		291407	COLLECTION FEES-POL	
004271	SOUTHERN	FINANCIAL	S	CMCHAT3	5/18-5/31/22	0	2022 9 INV P	303.81		291407	COLLECTION FEES-POL	
								2,679.13				
ACCOUNT TOTAL								2,679.13				
ORG 001001 TOTAL								2,679.13				
001003 CITY COUNCIL												
001003 501000 OTHER EXPENDABLE OFF.SPL												
004017	REGIONS	CARDHOLDER	S	1346 - 05-31-2022		0	2022 9 INV P	296.26		291378	1346 - 05-31-2022 C	
ACCOUNT TOTAL								296.26				
001003 606000 TELEPHONE AND TELEGRAPH												
002160	AT&T	MOBILITY		287273578351X060822		0	2022 9 INV P	291.78		291125	MB2016-287/WIRELESS	
ACCOUNT TOTAL								291.78				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001003	6110DC				TRAVEL EXP-DEPCLERK					
004017	REGIONS CARDHOLDER S	1346	- 05-31-2022	0	2022 9 INV P	169.00		291378	1346 - 05-31-2022	C
					ACCOUNT TOTAL	169.00				
001003	684501				REG FEE/TUITION-WARD 1					
003694	MS MUNICIPAL LEAGUE	34324		0	2022 9 INV P	275.00		291331	COUNCIL - 2022	MML
					ACCOUNT TOTAL	275.00				
001003	684503				REG FEE/TUITION-WARD 3					
003694	MS MUNICIPAL LEAGUE	34324		0	2022 9 INV P	275.00		291331	COUNCIL - 2022	MML
					ACCOUNT TOTAL	275.00				
001003	684504				REG FEE/TUITION-WARD 4					
003694	MS MUNICIPAL LEAGUE	34324		0	2022 9 INV P	275.00		291331	COUNCIL - 2022	MML
					ACCOUNT TOTAL	275.00				
001003	684505				REG FEE/TUITION-WARD 5					
003694	MS MUNICIPAL LEAGUE	34324		0	2022 9 INV P	275.00		291331	COUNCIL - 2022	MML
					ACCOUNT TOTAL	275.00				
001003	6845DC				REG FEE/TUITION-DEPCLERK					
003694	MS MUNICIPAL LEAGUE	34324		0	2022 9 INV P	275.00		291331	COUNCIL - 2022	MML
					ACCOUNT TOTAL	275.00				
					ORG 001003 TOTAL	2,132.04				
001015					CITY COURT					
001015	501000				OTHER EXPENDABLE OFF.SPL					
003810	OFFICE PRODUCTS PLUS	975025-2		227196	2022 9 INV P	11.69		291348	OFFICE SUPPLIES	
003810	OFFICE PRODUCTS PLUS	982196-0		228153	2022 9 INV P	1,199.38		291348	COURT OFFICE SUPPLI	
						1,211.07				
					ACCOUNT TOTAL	1,211.07				
001015	559100				OTHER OPER.MATLS-FULL R					
003810	OFFICE PRODUCTS PLUS	982105-0		228152	2022 9 INV P	1,052.79		291348	SUPPLIES FOR BHDC	
					ACCOUNT TOTAL	1,052.79				
001015	604900				OTHER PROFESSIONAL SERV.					
002564	COURT PROGRAMS INC	93		0	2022 9 INV P	3,680.00		291190	MB# 2011-1-82-83	CO
					ACCOUNT TOTAL	3,680.00				
001015	606000				TELEPHONE AND TELEGRAPH					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	287273578351X060822	0			2022	9	INV P	468.77	291125	MB2016-287/WIRELESS
								ACCOUNT TOTAL	468.77		
001015	620000					PRINTING					
004050	RICOH CORP	5064733685	0			2022	9	INV P	227.84	291381	MB# 2018-183-184 CO
								ACCOUNT TOTAL	227.84		
001015	630000					GAS					
004321	SPIRE	G2022 05.26.22	0			2022	9	INV P	22.47	291415	SPIRE VARIOUS DEPTS
								ACCOUNT TOTAL	22.47		
001015	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2022-23 MAY	0			2022	8	INV P	1,290.23	291332	MISSISSIPPI POWER-V
								ACCOUNT TOTAL	1,290.23		
						ORG 001015		TOTAL	7,953.17		
001020						MAYOR/ADMIN.					
001020	501000					OTHER EXPENDABLE OFF.SPL					
004017	REGIONS CARDHOLDER S	4524 - 05-31-2022	0			2022	9	INV P	981.29	291378	4524 - 05-31-2022 C
								ACCOUNT TOTAL	981.29		
001020	511500					FOOD					
002500	COCA COLA BOTTLING C	19873223422	0			2022	8	INV P	127.50	291179	ADMINISTRATION WATE
								ACCOUNT TOTAL	127.50		
001020	606000					TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X060822	0			2022	9	INV P	171.86	291125	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X060522	0			2022	9	INV P	98.84	291122	MB2016-287/WIRELESS
									270.70		
								ACCOUNT TOTAL	270.70		
001020	611000					TRAVEL EXPENSE					
004017	REGIONS CARDHOLDER S	1286 - 05-31-2022	0			2022	9	INV P	503.61	291378	1286 - 05-31-2022 C
004017	REGIONS CARDHOLDER S	4524 - 05-31-2022	0			2022	9	INV P	874.42	291378	4524 - 05-31-2022 C
									1,378.03		
								ACCOUNT TOTAL	1,378.03		
001020	615000					ADVERTISING					
003141	HUB CITY SPOKES	99393	0			2022	9	INV P	1,399.00	291264	2022 HERES HATTIESB
004017	REGIONS CARDHOLDER S	4524 - 05-31-2022	0			2022	9	INV P	16.04	291378	4524 - 05-31-2022 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				1,415.04		
001020 641000					OFFICE EQUIPMENT RENT						
003825 OWENS BUSINESS MACHI 443660					0	2022 9	INV	P	187.00		291349 MB# 2015-2349ADMIN
003825 OWENS BUSINESS MACHI 443661					0	2022 9	INV	P	148.47		291349 MB#2015-2349 C2AN/I
									335.47		
					ACCOUNT TOTAL				335.47		
001020 684000					DUES AND MEMBERSHIPS						
003692 MS MUNICIPAL CLERKS INV2021					0	2022 9	INV	P	115.00		291330 CITY CLERK, DEP CLE
003692 MS MUNICIPAL CLERKS INV2022					0	2022 9	INV	P	115.00		291330 CITY CLERK, DEP CLE
									230.00		
					ACCOUNT TOTAL				230.00		
001020 739900					OTHER EQUIPMENT						
002383 C D W GOVERNMENT V217490					227336	2022 9	INV	P	1,701.16		291154 APPLE IMAC 24 " M1
					ACCOUNT TOTAL				1,701.16		
					ORG 001020 TOTAL				6,439.19		
001040					MUNICIPAL CLERK						
001040 501000					OTHER EXPENDABLE OFF.SPL						
004327 STANDARD OFFICE SUPP H02837-00					227530	2022 9	INV	P	19.50		291418 CITY CLERK DEPT OFF
					ACCOUNT TOTAL				19.50		
001040 615000					ADVERTISING						
003141 HUB CITY SPOKES 100003					0	2022 9	INV	P	316.80		291264 CITY WIDE ADS AND N
					ACCOUNT TOTAL				316.80		
					ORG 001040 TOTAL				336.30		
001045					PURCHASING DIV.						
001045 500300					PAPER						
004327 STANDARD OFFICE SUPP H05063-00					228392	2022 9	INV	P	243.80		291418 COPY PAPER / OFFICE
					ACCOUNT TOTAL				243.80		
001045 501000					OTHER EXPENDABLE OFF.SPL						
004327 STANDARD OFFICE SUPP H05063-00					228392	2022 9	INV	P	84.37		291418 COPY PAPER / OFFICE
					ACCOUNT TOTAL				84.37		
001045 636500					OFFICE EQUIPMENT R&M						
002406 CANON FINANCIAL SERV 28533976					0	2022 9	INV	P	221.88		291158 CANON BW METER USAG

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
			ACCOUNT TOTAL			221.88			
			ORG 001045	TOTAL		550.05			
001081			LOSS CONTROL						
001081	535500		WEARING APPAREL						
003216	J M H GRAPHICS	34308	227840	2022	8 INV P	264.20		291271	UNIFORM/CITY POLOS
			ACCOUNT TOTAL			264.20			
001081	606000		TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X060822	0	2022	9 INV P	96.20		291125	MB2016-287/WIRELESS
			ACCOUNT TOTAL			96.20			
			ORG 001081	TOTAL		360.40			
001090			URBAN DEVELOPMT						
001090	500300		PAPER						
004050	RICOH CORP	5064734348	0	2022	9 INV P	287.61		291381	MB# 2019-249-250 PR
			ACCOUNT TOTAL			287.61			
001090	501000		OTHER EXPENDABLE OFF.SPL						
004493	U S POSTMASTER-POSTA	00726012	0	2022	9 INV P	412.81		291449	POSTAGE PERMIT 213
			ACCOUNT TOTAL			412.81			
001090	508000		COMPUTER SUPPLIES						
004017	REGIONS CARDHOLDER S	1286 - 05-31-2022	0	2022	9 INV P	116.63		291378	1286 - 05-31-2022 C
			ACCOUNT TOTAL			116.63			
001090	606000		TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X060822	0	2022	9 INV P	287.71		291125	MB2016-287/WIRELESS
			ACCOUNT TOTAL			287.71			
001090	684000		DUES AND MEMBERSHIPS						
004017	REGIONS CARDHOLDER S	1708 - 05-31-2022	0	2022	9 INV P	225.00		291378	1708 - 05-31-2022 C
			ACCOUNT TOTAL			225.00			
			ORG 001090	TOTAL		1,329.76			
001091			INFO TECHNOLOGY						
001091	500300		PAPER						
004356	STRICKLAND PAPER COM	063850-DL	0	2022	9 INV P	3.00		291423	LATE CHARGES - IT D
			ACCOUNT TOTAL			3.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001091	508000			COMPUTER SUPPLIES						
002161	AT&T MOBILITY (SEI P	62117302	0	2022	9	INV P	35.00		291128	PHONE CASE - IT DEP
004017	REGIONS CARDHOLDER S	2080 - 05-31-2022	0	2022	9	INV P	1,074.43		291378	2080 - 05-31-2022 C
ACCOUNT TOTAL							1,109.43			
001091	604900			OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287273578351x060822	0	2022	9	INV P	159.17		291125	MB2016-287/WIRELESS
003912	PILEUM CORPORATION	P78346	0	2022	9	INV P	2,110.00		291359	BILLABLE TIME - IT
003912	PILEUM CORPORATION	P79403	0	2022	9	INV P	1,740.00		291359	BILLABLE TIME - IT
							3,850.00			
004482	TYLER TECHNOLOGIES IN	045-374203	0	2022	9	INV P	2,800.00		291447	MUNIS IMPLEMENTATIO
ACCOUNT TOTAL							6,809.17			
001091	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287289913717x060522	0	2022	9	INV P	382.80		291122	MB2016-287/WIRELESS
ACCOUNT TOTAL							382.80			
001091	606800			NETWORK						
002384	C SPIRE (MEGAGATE)	205876-66	0	2022	9	INV P	425.00		291155	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	205876-67	0	2022	9	INV P	425.00		291155	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	3000667134-10	0	2022	9	INV P	775.00		291155	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	3000667134-9	0	2022	9	INV P	786.63		291155	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	683013-55	0	2022	9	INV P	15,475.20		291155	NETWORK/INTERET - M
							17,886.83			
ACCOUNT TOTAL							17,886.83			
001091	611000			TRAVEL EXPENSE						
048681	SHERRY BROWN GIPSON	92360T	0	2022	9	INV P	82.29		291397	TRAVEL REIMBUREMENT
ACCOUNT TOTAL							82.29			
001091	636500			OFFICE EQUIPMENT R&M						
003342	KRONOS INCORPORATED	11907372	0	2022	9	INV P	3,984.52		291293	PAYROLL SUPPORT - I
003342	KRONOS INCORPORATED	11919033	0	2022	9	INV P	3,984.52		291293	PAYROLL SUPPORT - I
003342	KRONOS INCORPORATED	11926495	0	2022	9	INV P	18,322.18		291293	YEARLY HARDWARE MAI
003342	KRONOS INCORPORATED	11926496	0	2022	9	INV P	492.80		291293	YEARLY HARDWARE MAI
003342	KRONOS INCORPORATED	11926497	0	2022	9	INV P	807.43		291293	YEARLY HARDWARE MAI
							27,591.45			
003583	METRIX SOLUTIONS	M73203	0	2022	9	INV P	1,756.00		291323	OFFICE 365 LICENSES
003583	METRIX SOLUTIONS	M76510	0	2022	9	INV P	1,760.00		291323	OFFICE 365 LICENSES
003583	METRIX SOLUTIONS	M78502	0	2022	9	INV P	1,760.00		291323	OFFICE 365 LICENSES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9																					
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION									
003583 METRIX SOLUTIONS				M79589	0	2022	9	INV	P	1,760.00		291323	OFFICE 365 LICENSES								
										7,036.00											
004050 RICOH CORP				5064476169	0	2022	9	INV	P	187.20		291381	CHARGES FOR PRODUCT								
004050 RICOH CORP				5064839907	0	2022	9	INV	P	171.18		291381	PRORATED MAINTENANCE								
										358.38											
						ACCOUNT TOTAL				34,985.83											
001091 732700						DATA PROCESSING EQUIP.															
002613 DAKTECH COMPUTERS				0344256	227638	2022	9	INV	P	3,800.00		291197	DESKTOP COMPUTERS F								
						ACCOUNT TOTAL				3,800.00											
						ORG 001091 TOTAL				65,059.35											
001092						GEN.GOV'T.BLDG															
001092 513000						CHEMICALS															
002459 CHEM-AQUA				7791081	0	2022	9	INV	P	583.33		291166	WATER TREATMENT FOR								
						ACCOUNT TOTAL				583.33											
001092 630000						GAS															
004321 SPIRE				G2022 05.26.22	0	2022	9	INV	P	88.04		291415	SPIRE VARIOUS DEPTS								
						ACCOUNT TOTAL				88.04											
001092 630500						ELECTRICITY															
003700 MS POWER COMPANY				E2022-06/02	0	2022	9	INV	P	2,092.68		291332	MISSISSIPPI POWER-V								
003700 MS POWER COMPANY				e2022-11-MAY	0	2022	9	INV	P	342.02		291332	MISSISSIPPI POWER E								
003700 MS POWER COMPANY				E2022-23 MAY	0	2022	8	INV	P	5,123.13		291332	MISSISSIPPI POWER-V								
						ACCOUNT TOTAL				7,557.83											
001092 644900						OTHER RENT															
002720 EDWARDS PROPERTY MGM 7/2022					0	2022	9	INV	P	1,100.00		291211	DL RENEWAL STATION								
						ACCOUNT TOTAL				1,100.00											
						ORG 001092 TOTAL				9,329.20											
001093						INTERMODAL FAC O&M															
001093 630500						ELECTRICITY															
003700 MS POWER COMPANY				E2022-23 MAY	0	2022	8	INV	P	3,220.75		291332	MISSISSIPPI POWER-V								
						ACCOUNT TOTAL				3,220.75											
001093 639900						OTHER REPAIRS AND MAINT.															

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
048551	CLEAR ENTERPRISES	2341	227061	2022 9	INV	P	850.00	291175	TRAIN DEPOT GATE RE
ACCOUNT TOTAL							850.00		
ORG 001093 TOTAL							4,070.75		
001094	METRPLTN PLANG.								
001094	508000				COMPUTER SUPPLIES				
004017	REGIONS CARDHOLDER S	2080 - 05-31-2022	0	2022 9	INV	P	488.00	291378	2080 - 05-31-2022 C
ACCOUNT TOTAL							488.00		
001094	604900				OTHER PROFESSIONAL SERV.				
002160	AT&T MOBILITY	287273578351x060822	0	2022 9	INV	P	37.23	291125	MB2016-287/WIRELESS
ACCOUNT TOTAL							37.23		
001094	615000				ADVERTISING				
003141	HUB CITY SPOKES	100003	0	2022 9	INV	P	72.72	291264	CITY WIDE ADS AND N
ACCOUNT TOTAL							72.72		
ORG 001094 TOTAL							597.95		
001095	G/G INS.OTH SER								
001095	602500				LEGAL				
003090	HICKS LAW FIRM, LLC	10469	0	2022 9	INV	P	240.00	291259	JAY RIELS V CIVIL S
003090	HICKS LAW FIRM, LLC	10512	0	2022 9	INV	P	8,126.80	291259	CLUB EMPIRE
							8,366.80		
003637	MONTAGUE, PITTMAN &	48866	0	2022 9	INV	P	500.00	291327	CIVIL SERVICE COMMI
003944	POPE & POPE, PA	2242	0	2022 9	INV	P	1,471.65	291366	CLUB EMPIRE
003944	POPE & POPE, PA	2243	0	2022 9	INV	P	550.00	291366	BOLTON - EEOC CHARG
003944	POPE & POPE, PA	2244	0	2022 9	INV	P	550.00	291366	CHATMAN - EEOC CHAR
003944	POPE & POPE, PA	2245	0	2022 9	INV	P	500.00	291366	MOORE - EEOC CHARGE
003944	POPE & POPE, PA	2246	0	2022 9	INV	P	1,155.93	291366	MICHAEL FOSTER
003944	POPE & POPE, PA	2247	0	2022 9	INV	P	941.81	291366	GENERAL OPE
003944	POPE & POPE, PA	2248	0	2022 9	INV	P	2,350.00	291366	LAMAR COUNTY ANNEXA
003944	POPE & POPE, PA	2249	0	2022 9	INV	P	948.22	291366	NORTH 28TH AVENUE B
003944	POPE & POPE, PA	2250	0	2022 9	INV	P	1,400.00	291366	PLANTATION PLACE AP
003944	POPE & POPE, PA	2251	0	2022 9	INV	P	3,491.55	291366	UDC VS. CITY OF HAT
003944	POPE & POPE, PA	2252	0	2022 9	INV	P	18,917.50	291366	VALLEY RAILROAD CO.
							32,276.66		
004694	ZAC FAIRLEY APPRAISA	1093	0	2022 9	INV	P	500.00	291473	APPRAISAL REPORT/ 3
047351	LOWREY & FORTNER PA	34884	0	2022 9	INV	P	1,000.00	291307	CITIZEN POLICE REVI
ACCOUNT TOTAL							42,643.46		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001095	602701			MEDICAL ANALYSIS-EMP CLINIC					
002037	AB SUPPORT SERVICES	3B2003	225007	2022	8	INV P	380.00	291100	MB# 2021-1274 JANIT
002522	COMCAST	05/30-06/29	0	2022	9	INV P	184.24	291182	CITY OF EMPLOYEE CL
003576	MEDICAL ANALYSIS-GHV	10813	0	2022	9	INV P	29,788.43	291322	MONTHLY EMPLOYEE CL
ACCOUNT TOTAL							30,352.67		
001095	604900			OTHER PROFESSIONAL SERV.					
002327	BROADDUS & ASSOCIATE	4103-29	0	2022	9	INV P	490.00	291146	HATTIESBURG CAT/FEM
002327	BROADDUS & ASSOCIATE	4103-30	0	2022	9	INV P	140.00	291146	HATTIESBURG CAT/FEM
002327	BROADDUS & ASSOCIATE	4103-31	0	2022	9	INV P	255.00	291146	HATTIESBURG CAT/FEM
002327	BROADDUS & ASSOCIATE	4103-32	0	2022	9	INV P	795.00	291146	HATTIESBURG CAT/FEM
002327	BROADDUS & ASSOCIATE	4103-33	0	2022	9	INV P	1,730.00	291146	HATTIESBURG CAT/FEM
002327	BROADDUS & ASSOCIATE	4103-34	0	2022	9	INV P	935.00	291146	HATTIESBURG CAT/FEM
002327	BROADDUS & ASSOCIATE	4103-35	0	2022	9	INV P	14,865.00	291146	HATTIESBURG CAT/FEM
002327	BROADDUS & ASSOCIATE	4103-36	0	2022	9	INV P	1,980.00	291146	HATTIESBURG CAT/FEM
002327	BROADDUS & ASSOCIATE	4103-37	0	2022	9	INV P	2,310.00	291146	HATTIESBURG CAT/FEM
							23,500.00		
003256	JOHNSON CONTROLS, IN	00073855682	223168	2022	9	INV P	11,842.25	291284	JCI PLANNED SERVICE
004477	TURNER, JASON	05312022	0	2022	9	INV P	575.00	291446	COMMERCIAL SOUND SY
ACCOUNT TOTAL							35,917.25		
001095	606000			TELEPHONE AND TELEGRAPH					
002158	AT&T	601M818327001 5/22	0	2022	9	INV P	6,491.18	291120	5/22 LONG DISTANCE
002158	AT&T	L2022-05/28	0	2022	9	INV P	209.60	291119	BLUE LIGHTS"LONG DI
002158	AT&T	L2022-0604	0	2022	9	INV P	146.19	291119	AT&T "LONG DISTANCE
							6,846.97		
002159	AT&T LONG DISTANCE S	0276605077	0	2022	9	INV P	37.06	291121	6/2022 ONE NET SERV
047050	C SPIRE (IP)	5.01.22	0	2022	9	INV P	5,011.79	291156	C SPIRE-VARIOUS DEP
ACCOUNT TOTAL							11,895.82		
001095	607000			POSTAGE					
004491	U S POSTMASTER-BOX R	INV062022	0	2022	9	INV P	556.00	291448	POST OFFICE BX 1898
ACCOUNT TOTAL							556.00		
ORG 001095 TOTAL							121,365.20		
001096				FED PROG ADMIN					
001096	502000			MINOR OFFICE EQUIP/FURN.					
002613	DAKTECH COMPUTERS	0344288	227776	2022	9	INV P	950.00	291197	COMPUTER - CDGB

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								950.00		
001096	611000				TRAVEL EXPENSE					
004017	REGIONS CARDHOLDER S	1346 - 05-31-2022	0	2022	9	INV P	334.95		291378	1346 - 05-31-2022 C
048574	FARVE, DEMETRIA	9369	0	2022	9	INV P	694.45		291225	TRAVEL ADVANCE FOR
ACCOUNT TOTAL								1,029.40		
001096	684500				REGISTRATION FEE/TUITION					
048776	NATIONAL ENVIRONMENT	221754	0	2022	9	INV P	695.00		291341	HEALTHY HOUSING COU
ACCOUNT TOTAL								695.00		
ORG 001096 TOTAL								2,674.40		
001100	POLICE/PUB.SFTY									
001100	510000				CLEANING/JANITORIAL SPLY					
003772	NEWELL PAPER COMPANY	4132880	228240	2022	9	INV P	482.90		291343	CLEANING SUPPLIES-H
ACCOUNT TOTAL								482.90		
001100	511500				FOOD					
004017	REGIONS CARDHOLDER S	2080 - 05-31-2022	0	2022	9	INV P	261.96		291378	2080 - 05-31-2022 C
ACCOUNT TOTAL								261.96		
001100	525000				GAS AND OIL					
002869	FUELMAN OF MS	NP62187173	0	2022	8	INV P	131.41		291237	OFF SITE FUEL CHARG
002869	FUELMAN OF MS	NP62209545	0	2022	8	INV P	82.22		291237	OFF SITE FUEL CHARG
								213.63		
003918	PINE BELT OIL COMPAN	06/01/2022	0	2022	9	INV P	1,335.58		291363	POLICE & FIRE 5/202
003918	PINE BELT OIL COMPAN	5/1/2022	0	2022	9	INV P	967.33		291362	POLICE & FIRE 4/202
								2,302.91		
ACCOUNT TOTAL								2,516.54		
001100	535000				UNIFORMS, BADGES, ETC.					
002879	GALL'S LLC	020496603	226824	2022	8	INV P	538.30		291238	DUTY BELT EQUIPMENT
ACCOUNT TOTAL								538.30		
001100	535500				WEARING APPAREL					
003188	INTAPOL INDUSTRIES,	31308	227909	2022	9	INV P	344.98		291268	MOTOR BOOTS FOR KIN
004017	REGIONS CARDHOLDER S	1708 - 05-31-2022	0	2022	9	INV P	244.48		291378	1708 - 05-31-2022 C
004017	REGIONS CARDHOLDER S	2080 - 05-31-2022	0	2022	9	INV P	468.72		291378	2080 - 05-31-2022 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9																				
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION										
								713.20												
ACCOUNT TOTAL								1,058.18												
001100	546000	MINOR EQUIPMENT																		
004017	REGIONS	CARDHOLDER	S	1708	-	05-31-2022	0	2022	9	INV	P	150.81	291378	1708	-	05-31-2022	C			
004017	REGIONS	CARDHOLDER	S	9492	-	05-31-2022	0	2022	9	INV	P	229.98	291378	9492	-	05	-	31	-	20
								380.79												
004459	TRI-TECH	INC		675490			226699	2022	9	INV	P	439.00	291441	BLOOD	URINE	SPECIMA				
ACCOUNT TOTAL								819.79												
001100	559000	OTHER OPERATING MATL/SPLY																		
004017	REGIONS	CARDHOLDER	S	1708	-	05-31-2022	0	2022	9	INV	P	189.00	291378	1708	-	05-31-2022	C			
004459	TRI-TECH	INC		675968			228179	2022	9	INV	P	289.91	291441	HAND	GUN	BOXES	FOR			
ACCOUNT TOTAL								478.91												
001100	570000	MTR VEHICLE REP. PTS/SPL																		
002060	ADVANCE	AUTO	PARTS	5604214675362			228139	2022	8	INV	P	294.53	291103	REPAIR	PARTS	FOR	UN			
002060	ADVANCE	AUTO	PARTS	5604214775398			228172	2022	9	INV	P	212.74	291103	REPAIR	PARTS	FOR	ST			
002060	ADVANCE	AUTO	PARTS	5604215175423			228176	2022	9	INV	P	230.82	291103	REPAIR	PARTS	FOR	SH			
002060	ADVANCE	AUTO	PARTS	5604215375476			228217	2022	9	INV	P	354.37	291103	REPAIR	PARTS	UNIT#2				
002060	ADVANCE	AUTO	PARTS	5604215375477			228224	2022	9	INV	P	746.73	291103	REPAIR	PARTS	FOR	UN			
002060	ADVANCE	AUTO	PARTS	5604215775592			228287	2022	9	INV	P	1,029.64	291103	REPAIR	PARTS	FOR	VA			
								2,868.83												
002160	AT&T	MOBILITY		287273861504x060822			0	2022	9	INV	P	743.67	291126	MB2016-287/GPS	TRAC					
002160	AT&T	MOBILITY		287308925627x060522			0	2022	9	INV	P	5,335.24	291127	MB2016-287/HPD	GEOT					
								6,078.91												
002194	BARDING	GENERATOR	&	6621			228231	2022	9	INV	P	1,134.70	291134	BATTERY	FOR	MOBILE				
002342	BRUCE	AUTO	RECYCLING	507116			228146	2022	9	INV	P	235.00	291147	RIMS	FOR	UNMARKED	U			
002565	COURTESY	MOTORS	INC	539674			228200	2022	9	INV	P	361.26	291191	REPAIR	PART	FOR	UNI			
002565	COURTESY	MOTORS	INC	539677			228225	2022	9	INV	P	469.56	291191	REPAIR	PARTS	FOR	UN			
								830.82												
004514	UNIVERSITY	TIRE	&	SE	INV	195658	228276	2022	9	INV	P	1,834.00	291454	TIRES	FOR	STOCK-HPD				
ACCOUNT TOTAL								12,982.26												
001100	604900	OTHER PROFESSIONAL SERV.																		
002473	CIOX	HEALTH		03744495666			0	2022	8	INV	P	29.90	291172	MEDICAL	RECORD	RETR				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002522	COMCAST	06/01-06/30	0	2022	9	INV P	109.62		291182	H'BURG POLICE DEPT-
002610	D P S CRIME LAB	90118944	0	2022	9	INV P	300.00		291196	ANALYTICAL FEES
002716	EDDIE PEARSON ROOFIN	1866	227770	2022	9	INV P	3,760.00		291209	ROOF REPAIR TO SERV
002750	EQUIFAX INFORMATION	2052397525	0	2022	9	INV P	170.08		291220	ONLINE INVESTIGATIO
002750	EQUIFAX INFORMATION	2052424985	0	2022	9	INV P	53.35		291220	ONLINE INVESTIGATIO
							223.43			
004453	TRANSUNION RISK AND	362606-202205-1	0	2022	9	INV P	201.70		291440	ONLINE INVESTIGATIO
047055	INTERPRETERS & TRANS	169265	0	2022	9	INV P	156.15		291270	INTERPRETING FOR MA
048831	HOLSEN VICTOR D	05312022	228101	2022	8	INV P	1,700.00		291262	REMOVE MOLD IN SERV
ACCOUNT TOTAL							6,480.80			
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2022-05/23	0	2022	9	INV P	413.50		291119	AT&T BLUE LIGHTS ON
002158	AT&T	L2022-MAY/28	0	2022	9	INV P	202.00		291119	A PARKER-DEPT OF PU
							615.50			
002160	AT&T MOBILITY	287273578351X060822	0	2022	9	INV P	1,707.36		291125	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X060522	0	2022	9	INV P	7,215.12		291122	MB2016-287/WIRELESS
							8,922.48			
ACCOUNT TOTAL							9,537.98			
001100	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	2080 - 05-31-2022	0	2022	9	INV P	840.00		291378	2080 - 05-31-2022 C
004017	REGIONS CARDHOLDER S	9492 - 05-31-2022	0	2022	9	INV P	190.39		291378	9492 - 05 - 31 - 20
							1,030.39			
004071	ROBINSON, HEATH	9205 REIMBURSEMENT	0	2022	8	INV P	230.00		291385	TRAVEL REIMBURSEMEN
047752	JORDAN, EBONY	9385 OT/JORDAN	0	2022	9	INV P	562.00		291286	TRAVEL ADVANCE OFF.
ACCOUNT TOTAL							1,822.39			
001100	612000			FREIGHT						
004459	TRI-TECH INC	675490	226699	2022	9	INV P	50.00		291441	BLOOD URINE SPECIMA
004459	TRI-TECH INC	675968	228179	2022	9	INV P	28.09		291441	HAND GUN BOXES FOR
							78.09			
004505	UNITED PARCEL SERVIC	00008E1Y15212	0	2022	9	INV P	8.80		291453	SHIPPING FEES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							86.89		
001100	630000			GAS					
004321	SPIRE	G2022-06/04	0	2022	9	INV P	1,841.49	291415	SPIRE-VARIOUS DEPAR
ACCOUNT TOTAL							1,841.49		
001100	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2022-06/02	0	2022	9	INV P	5,792.77	291332	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	e2022-11-MAY	0	2022	9	INV P	2,916.93	291332	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2022-23 MAY	0	2022	8	INV P	9,995.34	291332	MISSISSIPPI POWER-V
							18,705.04		
ACCOUNT TOTAL							18,705.04		
001100	638400			MOTOR VEHICLE EQ. R&M					
002169	AUTOMOTIVE GLASS SPE	I247163	225626	2022	9	INV P	277.53	291132	WINDSHIELD REPAIR U
002169	AUTOMOTIVE GLASS SPE	I248469	226595	2022	9	INV P	285.00	291132	WINDSHIELD REPAIR F
002169	AUTOMOTIVE GLASS SPE	I250497	228171	2022	8	INV P	295.00	291132	WINDSHIELD REPAIR T
							857.53		
003861	PATTERSON AUTO ELECT	81311	228232	2022	9	INV P	1,327.00	291352	A/C REPAIR TO UNTI#
003861	PATTERSON AUTO ELECT	81453	228145	2022	9	INV P	1,020.78	291352	REPAIRS TO UNIT#183
							2,347.78		
003915	PINE BELT CDJR, INC	519893	0	2022	9	INV P	1,582.89	291360	REPAIRS TO UNMARKED
048269	GARV OF HATTIESBURG	1932	225587	2022	9	INV P	5,942.92	291239	INSTALL AWNING ON U
ACCOUNT TOTAL							10,731.12		
001100	639400			DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	1933632	0	2022	9	INV P	670.00	291258	HAVARD PEST CONTROL
ACCOUNT TOTAL							670.00		
001100	639800			TOW IN CHARGES					
003389	LARRY'S WRECKER SERV	8368	0	2022	8	INV P	55.00	291299	TOWING OF UNTI#1665
003389	LARRY'S WRECKER SERV	8466	0	2022	8	INV P	55.00	291299	TOWING OF UNTI#1820
003389	LARRY'S WRECKER SERV	8667	0	2022	8	INV P	55.00	291299	TOWING OF UNTI#15451
003389	LARRY'S WRECKER SERV	9029	0	2022	8	INV P	55.00	291299	TOWING OF UNIT#1831
003389	LARRY'S WRECKER SERV	9133	0	2022	8	INV P	55.00	291300	TOWING OF UNIT#2113
003389	LARRY'S WRECKER SERV	9134	0	2022	8	INV P	55.00	291300	TOWING OF UNIT#1970
003389	LARRY'S WRECKER SERV	9243	0	2022	8	INV P	65.00	291299	TOWING OF UNIT#1770
003389	LARRY'S WRECKER SERV	9274	0	2022	8	INV P	55.00	291299	TOWING OF UNIT#1731
003389	LARRY'S WRECKER SERV	9275	0	2022	8	INV P	65.00	291299	TOWING OF UNIT#1676
003389	LARRY'S WRECKER SERV	9309	0	2022	8	INV P	55.00	291299	TOWING OF UNIT#1831
003389	LARRY'S WRECKER SERV	9454	0	2022	8	INV P	55.00	291299	TOWING OF UNIT#2084

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003389	LARRY'S WRECKER SERV	9456		0	2022	8	INV P	55.00	291299	TOWING OF UNTI#1820
003389	LARRY'S WRECKER SERV	9653		0	2022	8	INV P	55.00	291299	TOWING OF UNIT#1970
003389	LARRY'S WRECKER SERV	9660		0	2022	9	INV P	55.00	291299	TOWING OF UNIT#2084
003389	LARRY'S WRECKER SERV	9674		0	2022	9	INV P	55.00	291299	TOWING OF UNIT#1820
003389	LARRY'S WRECKER SERV	9675		0	2022	9	INV P	55.00	291299	TOWING OF UNIT#1820
003389	LARRY'S WRECKER SERV	9730		0	2022	9	INV P	55.00	291299	TOWING OF UNIT#2042
003389	LARRY'S WRECKER SERV	9855		0	2022	8	INV P	55.00	291299	TOWING OF UNIT#1820
								1,010.00		
ACCOUNT TOTAL								1,010.00		
001100	641700				MOTORCYCLE RENT					
002343	BRUCE ROSSMEYERS DAY	07012022		0	2022	9	INV P	13,500.00	291148	MB#2021-123 MOTOR L
ACCOUNT TOTAL								13,500.00		
001100	684000				DUES AND MEMBERSHIPS					
004073	ROCIC-REGIONAL ORGAN	0055472-IN		0	2022	9	INV P	300.00	291386	SERVICE FEE JULY 20
ACCOUNT TOTAL								300.00		
ORG 001100 TOTAL								83,824.55		
001131	JOINT P&F TRNG.									
001131	501000				OTHER EXPENDABLE OFF.SPL					
002383	C D W GOVERNMENT	x974682		228163	2022	9	INV P	80.83	291154	P/F COMPUTER SUPPLI
002527	COMMERCIAL STATIONER	457900-0		227977	2022	8	INV P	304.44	291183	P/F SUPPLIES
002527	COMMERCIAL STATIONER	458145-0		228148	2022	8	INV P	279.70	291183	P/F OFFICE SUPPLIES
002527	COMMERCIAL STATIONER	458225-0		227977	2022	9	INV P	312.54	291183	P/F SUPPLIES
								896.68		
ACCOUNT TOTAL								977.51		
001131	502000				MINOR OFFICE EQUIP/FURN.					
002613	DAKTECH COMPUTERS	0344256		227638	2022	9	INV P	950.00	291197	DESKTOP COMPUTERS F
ACCOUNT TOTAL								950.00		
001131	504000				PHOTO SUPPLIES					
002862	FRAMES & PANES	6239		0	2022	9	INV P	92.84	291235	P/F FRAMED PIC OF P
004344	STEWART'S CAMERA CEN	1015		228286	2022	9	INV P	150.00	291421	P/F CAMERA SUPPLIES
ACCOUNT TOTAL								242.84		
001131	510000				CLEANING/JANITORIAL SPLY					
002527	COMMERCIAL STATIONER	457900-0		227977	2022	8	INV P	543.08	291183	P/F SUPPLIES
002527	COMMERCIAL STATIONER	458164-0		227977	2022	8	INV P	93.90	291183	P/F SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE							
						636.98		
						ACCOUNT TOTAL		636.98
001131 512000						MEDICAL SUPPLIES		
047100 NORTH AMERICAN RESCU	IN618508	228160	2022	9	INV P	624.98	291345	P/F MEDICAL SUPPLIE
						ACCOUNT TOTAL		624.98
001131 535600						WEARING APPAREL-FIRE		
002728 ELITE SCREEN PRINTIN	42949	227932	2022	9	INV P	180.00	291212	P/F RECRUIT CAPS
004017 REGIONS CARDHOLDER S	1708 - 05-31-2022	0	2022	9	INV P	594.00	291378	1708 - 05-31-2022 C
						ACCOUNT TOTAL		774.00
001131 545000						HAND TOOLS		
002492 CLEMTS HARDWARE	007	228038	2022	8	INV P	398.97	291178	P/F OUTSIDE SUPPLIE
						ACCOUNT TOTAL		398.97
001131 546500						SWIFT WATER RESCUE SUP		
048839 GLOGAL MARINE GROUP,	24113	228296	2022	9	INV P	9,445.95	291245	P/F WATER RESCUE BO
						ACCOUNT TOTAL		9,445.95
001131 559000						OTHER OPERATING MATL/SPLY		
003963 PRECISION DELTA CORP	23248	226786	2022	9	INV P	1,750.00	291371	P/F AMMUNITION
003963 PRECISION DELTA CORP	23376	226786	2022	9	INV P	2,296.60	291371	P/F AMMUNITION
003963 PRECISION DELTA CORP	23671	226786	2022	9	INV P	605.88	291371	P/F AMMUNITION
						4,652.48		
						ACCOUNT TOTAL		4,652.48
001131 560000						BUILDING MATERIALS & SPLY		
002492 CLEMTS HARDWARE	129871	228228	2022	9	INV P	81.28	291178	P/F BUILDING SUPPLI
047717 MAYFIELD HEATING	77231	0	2022	8	INV P	213.20	291319	P/F REPAIR TO A/C U
						ACCOUNT TOTAL		294.48
001131 570000						MTR VEHICLE REP. PTS/SPL		
003615 JOHN DEERE FINANCIAL	W84834	228198	2022	9	INV P	886.08	291282	P/F REPAIRS TO TRAC
						ACCOUNT TOTAL		886.08
001131 612000						FREIGHT		
047100 NORTH AMERICAN RESCU	IN618508	228160	2022	9	INV P	20.00	291345	P/F MEDICAL SUPPLIE
						ACCOUNT TOTAL		20.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001131	630000			GAS						
004321	SPIRE	G2022 05.26.22	0	2022	9	INV P	159.99		291415	SPIRE VARIOUS DEPTS
ACCOUNT TOTAL							159.99			
001131	630500			ELECTRICITY						
003700	MS POWER COMPANY	e2022-11-MAY	0	2022	9	INV P	1,268.27		291332	MISSISSIPPI POWER E
ACCOUNT TOTAL							1,268.27			
001131	644900			OTHER RENT						
004494	U SAVE AUTO RENTAL	23169	228167	2022	9	INV P	182.89		291450	P/F VAN RENTAL
ACCOUNT TOTAL							182.89			
001131	6845PO			REGISTRATION-POLICE						
004107	SAFARILAND GROUP	94188	0	2022	9	INV P	895.00		291389	P/F REG FEE FONTAIN
004107	SAFARILAND GROUP	94189	0	2022	9	INV P	895.00		291389	P/F REF FEE VARNADO
							1,790.00			
ACCOUNT TOTAL							1,790.00			
ORG 001131 TOTAL							23,305.42			
001160	FIRE DIVISION									
001160	510000			CLEANING/JANITORIAL SPLY						
002472	CINTAS FIRST AID J71 4111872824		0	2022	9	INV P	33.13		291171	HFD JANITORIAL AND
002472	CINTAS FIRST AID J71 4120823031		0	2022	9	INV P	34.31		291171	HFD JANITORIAL AND
002472	CINTAS FIRST AID J71 4121470967		0	2022	9	INV P	34.31		291171	HFD JANITORIAL AND
002472	CINTAS FIRST AID J71 4121773501		0	2022	9	INV P	120.71		291171	HFD STATION 9 JANIT
002472	CINTAS FIRST AID J71 4122161885		0	2022	9	INV P	41.87		291171	HFD JANITORIAL AND
							264.33			
ACCOUNT TOTAL							264.33			
001160	525000			GAS AND OIL						
003918	PINE BELT OIL COMPAN 06/01/2022		0	2022	9	INV P	34.70		291363	POLICE & FIRE 5/202
003918	PINE BELT OIL COMPAN 5/1/2022		0	2022	9	INV P	135.99		291362	POLICE & FIRE 4/202
							170.69			
ACCOUNT TOTAL							170.69			
001160	525700			DIESEL FUEL						
003918	PINE BELT OIL COMPAN 06/01/2022		0	2022	9	INV P	1,063.97		291363	POLICE & FIRE 5/202
003918	PINE BELT OIL COMPAN 5/1/2022		0	2022	9	INV P	1,060.69		291362	POLICE & FIRE 4/202
							2,124.66			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									2,124.66		
001160	535000	UNIFORMS, BADGES, ETC.									
004445	TOP NOTCH EMBROIDERY	1562	228017	2022	8	INV	P	616.00		291437	HFD UNIFORMS FOR AL
004501	UNIFORM SURPLUS OF A	1397	227666	2022	9	INV	P	329.95		291452	HFD UNIFORMS FOR AL
ACCOUNT TOTAL									945.95		
001160	546200	MINOR FIRE FIGHTING EQUIP.									
003744	NAFECO-NORTH AMERICA	1148031	227503	2022	9	INV	P	82.64		291340	HFD FLASHLIGHT BASE
ACCOUNT TOTAL									82.64		
001160	553500	SFTY/FIRE P/MATL CONTRIB.									
004017	REGIONS CARDHOLDER S	1708 - 05-31-2022	0	2022	9	INV	P	195.60		291378	1708 - 05-31-2022 C
ACCOUNT TOTAL									195.60		
001160	570000	MTR VEHICLE REP. PTS/SPL									
002733	EMERGENCY EQUIPMENT	470393	228106	2022	8	INV	P	508.97		291215	HFD UNIT # 13932 BR
002733	EMERGENCY EQUIPMENT	470478	228105	2022	9	INV	P	137.28		291215	HFD UNIT # 18098 A/
									646.25		
003388	LARD OIL COMPANY	1162900-IN	228076	2022	8	INV	P	1,873.00		291298	HFD BULK OIL FOR AL
003818	O'REILLY AUTO PARTS	0943-402527	228123	2022	8	INV	P	66.48		291346	HFD UNIT # 18489 WI
004499	UNDERWOOD OUTDOOR PO	112047	228124	2022	8	INV	P	139.50		291451	HFD LAWN MOWER BLAD
ACCOUNT TOTAL									2,725.23		
001160	575000	COMMUNICATION REPAIR PTS									
003220	JACKSON COMMUNICATIO	166368	227724	2022	9	INV	P	972.00		291274	HFD RADIO MICS FOR
ACCOUNT TOTAL									972.00		
001160	604900	OTHER PROFESSIONAL SERV.									
002160	AT&T MOBILITY	287273578351X060822	0	2022	9	INV	P	213.14		291125	MB2016-287/WIRELESS
ACCOUNT TOTAL									213.14		
001160	606000	TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287290217384X060522	0	2022	9	INV	P	1,409.41		291123	MB2016-287/WIRELESS
ACCOUNT TOTAL									1,409.41		
001160	611000	TRAVEL EXPENSE									
004017	REGIONS CARDHOLDER S	1346 - 05-31-2022	0	2022	9	INV	P	9,407.16		291378	1346 - 05-31-2022 C
ACCOUNT TOTAL									9,407.16		

YEAR/PERIOD: 2022/8 TO 2022/9				ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160	612000							FREIGHT						
002733	EMERGENCY	EQUIPMENT	470393		228106	2022	8	INV	P		51.86		291215	HFD UNIT # 13932 BR
002733	EMERGENCY	EQUIPMENT	470478		228105	2022	9	INV	P		31.34		291215	HFD UNIT # 18098 A/
											83.20			
003744	NAFECO-NORTH AMERICA		1148031		227503	2022	9	INV	P		25.00		291340	HFD FLASHLIGHT BASE
ACCOUNT TOTAL											108.20			
001160	630000							GAS						
004321	SPIRE		G2022 05.26.22		0	2022	9	INV	P		130.09		291415	SPIRE VARIOUS DEPTS
004321	SPIRE		G2022 5.26.22		0	2022	9	INV	P		174.56		291415	SPIRE VARIOUS DEPT
004321	SPIRE		G2022-06/04		0	2022	9	INV	P		59.79		291415	SPIRE-VARIOUS DEPAR
											364.44			
ACCOUNT TOTAL											364.44			
001160	630500							ELECTRICITY						
003700	MS POWER COMPANY		E2022-06/02		0	2022	9	INV	P		2,027.09		291332	MISSISSIPPI POWER-V
003700	MS POWER COMPANY		E2022-11-MAY		0	2022	9	INV	P		425.69		291332	MISSISSIPPI POWER E
003700	MS POWER COMPANY		E2022-23 MAY		0	2022	8	INV	P		2,556.93		291332	MISSISSIPPI POWER-V
											5,009.71			
003873	PEARL RIVER VALLEY E		2022 5.25.22		0	2022	9	INV	P		865.14		291354	PRVEPA VARIOUS DEPT
004282	SOUTHERN PINE ELECTR		E2022 6.2.22		0	2022	9	INV	P		859.84		291410	SOUTHERN PINE VARIO
004282	SOUTHERN PINE ELECTR		E2022-6/03		0	2022	9	INV	P		42.25		291410	SOUTHERN PINE ELECT
											902.09			
ACCOUNT TOTAL											6,776.94			
001160	631500							WATER						
048680	RAWLS SPRINGS UTILIT		T2022-5/16		0	2022	9	INV	P		54.01		291375	RAWLS SPRINGS UTILI
ACCOUNT TOTAL											54.01			
001160	635000							BUILDING R&M						
002714	ECONOMY SUPPLY CO		076068		227933	2022	9	INV	P		3,659.75		291208	HFD STATION 5 BUILD
ACCOUNT TOTAL											3,659.75			
001160	638900							SCBA EQUIP. R&M						
002733	EMERGENCY EQUIPMENT		470385		0	2022	9	INV	P		51.40		291215	HFD REPAIR SCBA BOT
ACCOUNT TOTAL											51.40			
001160	641000							OFFICE EQUIPMENT RENT						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
004050	RICOH CORP	36711113	0	2022	9	INV P	192.00		291381	HFD	FIRE ADMIN COPI
004050	RICOH CORP	5064733896	0	2022	9	INV P	62.40		291381	HFD	FIRE ADMIN OFFI
							254.40				
ACCOUNT TOTAL							254.40				
001160	642500										
002071	AIRGAS USA LLC (NORD	9988744786	0	2022	9	INV P	42.18		291104	HFD	MECH SHOP LARGE
004273	SOUTHERN GAS & SUPPL	37007202	0	2022	9	INV P	108.78		291408	HFD	OXYGEN RENTAL B
004273	SOUTHERN GAS & SUPPL	37023846	228147	2022	9	INV P	116.66		291408	HFD	OXYGEN BOTTLES
							225.44				
ACCOUNT TOTAL							267.62				
001160	643500										
002472	CINTAS FIRST AID J71	4121471783	0	2022	9	INV P	37.36		291171	HFD	FIRE ADMIN MAT/
ACCOUNT TOTAL							37.36				
ORG 001160 TOTAL							30,084.93				
001180											
001180	502000										
002613	DAKTECH COMPUTERS	0344256	227638	2022	9	INV P	950.00		291197	DESKTOP	COMPUTERS F
ACCOUNT TOTAL							950.00				
001180	570000										
003476	MAACO COLLISION REPA	26847	227590	2022	8	INV P	3,611.47		291309	MOTOR VEHICLE	REPAI
ACCOUNT TOTAL							3,611.47				
001180	601800										
003718	MSP ENTERPRISES, LLC	052522-0	0	2022	9	INV P	1,232.44		291336	MB#2021-340 203	5TH
003718	MSP ENTERPRISES, LLC	052522-1	0	2022	8	INV P	396.72		291336	MB: 2021-340 123	FL
003718	MSP ENTERPRISES, LLC	052522-2	0	2022	8	INV P	431.04		291336	MB: 2021-340 313	JC
003718	MSP ENTERPRISES, LLC	052522-3	0	2022	8	INV P	347.72		291336	MB: 2021-340 315	JC
003718	MSP ENTERPRISES, LLC	053122-1	0	2022	9	INV P	372.68		291336	MB#2021-340 104	N 2
003718	MSP ENTERPRISES, LLC	053122-2	0	2022	9	INV P	325.18		291336	MB#2021-340 426	12T
003718	MSP ENTERPRISES, LLC	053122-3	0	2022	9	INV P	1,031.08		291336	MB#2021-340 200	ST
							4,136.86				
ACCOUNT TOTAL							4,136.86				
001180	604900										
004075	RODCO, LLC	1811	0	2022	9	INV P	500.00		291387	PLAN REVIEW, 55	S B
ACCOUNT TOTAL							500.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001180 606000									
002160 AT&T MOBILITY	287273578351X060822	0	2022 9	INV	P	914.53		291125	MB2016-287/WIRELESS
						914.53			
001180 638400									
002166 AUTO ARMATURE SERVIC	28263	228251	2022 9	INV	P	164.95		291129	BATTERY FOR UNIT #
002167 AUTO GLASS-CITY GLAS	W109897	228256	2022 9	INV	P	275.00		291130	REPLACEMENT FRONT D
						439.95			
001180 684000									
003669 MS ASSN OF CODE ENFO	MACE 2022	0	2022 9	INV	P	525.00		291328	MACE MEMBERSHIP FOR
						525.00			
						11,077.81			
001190									
001190 681500									
002851 FORREST CTY SUPERVIS	04.01.22-04.30.22	0	2022 9	INV	P	81,292.32		291233	APRIL 2022 HOUSING
003371 LAMAR CTY SHERIFF	05.01.22-05.31.22	0	2022 9	INV	P	60.00		291295	HOUSING OF INMATES
						81,352.32			
						81,352.32			
001191									
001191 554000									
002901 GILKEY ELECTRIC SUPP	353795	227831	2022 9	INV	P	598.08		291242	TRAFFIC LAMP
004412 TEMPLE INC	inv0219176	226659	2022 9	INV	P	1,000.00		291428	TRAFFIC CONTROLLER
						1,598.08			
001191 554500									
004316 SPEEDY PRINTING & SI	30320	228149	2022 9	INV	P	28.00		291414	TRAFFIC NO DUMPING
						28.00			
001191 570000									
002035 AAMCO TRANSMISSION (	144839	228089	2022 9	INV	P	1,127.50		291099	TRAFFIC ACTUATOR DO
002168 AUTO ZONE	0139158390	227890	2022 9	INV	P	54.68		291131	TRAFFIC UNIT 17503
003389 LARRY'S WRECKER SERV	8945	0	2022 9	INV	P	65.00		291299	LARRY'S WRECKER TOW
003389 LARRY'S WRECKER SERV	9092	0	2022 9	INV	P	125.00		291299	LARRY'S WRECKER TOW
003389 LARRY'S WRECKER SERV	9938	228093	2022 9	INV	P	85.00		291299	TRAFFIC WRECKER UNI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									275.00		
									ACCOUNT TOTAL	1,457.18	
001191	606000										
002160	AT&T MOBILITY	287273578351X060822	0			2022	9	INV P	70.97	291125	MB2016-287/WIRELESS
									ACCOUNT TOTAL	70.97	
001191	630000										
004321	SPIRE	G2022-06/04	0			2022	9	INV P	42.27	291415	SPIRE-VARIOUS DEPAR
									ACCOUNT TOTAL	42.27	
001191	630500										
003700	MS POWER COMPANY	E2022-23 MAY	0			2022	8	INV P	1,490.71	291332	MISSISSIPPI POWER-V
									ACCOUNT TOTAL	1,490.71	
001191	636500										
002905	GILLILANDS ELECTRONI	7848	227385			2022	9	INV P	725.00	291243	TRAFFIC CAMERA LENS
									ACCOUNT TOTAL	725.00	
001191	637500										
003953	POWELL CONSTRUCTION	3355	226734			2022	8	INV P	9,120.00	291368	INSTALL MAST ARM SH
									ACCOUNT TOTAL	9,120.00	
001191	643000										
002471	CINTAS CORPORATION #	4120821206	0			2022	9	INV P	25.00	291169	TRAFFIC UNIFORM S
002471	CINTAS CORPORATION #	4121468912	0			2022	9	INV P	25.00	291169	TRAFFIC UNIFORM SC/
									50.00		
									ACCOUNT TOTAL	50.00	
001191	643500										
002471	CINTAS CORPORATION #	4120820804	0			2022	9	INV P	7.70	291170	TRAFFIC MATS SC/ 82
002471	CINTAS CORPORATION #	4121468537	0			2022	9	INV P	7.70	291170	TRAFFIC MATS SC/82
									15.40		
									ACCOUNT TOTAL	15.40	
001191	687000										
002037	AB SUPPORT SERVICES	4B1003	225889			2022	8	INV P	325.00	291100	MB# 2022-58 JANITOR
									ACCOUNT TOTAL	325.00	
									ORG 001191 TOTAL	14,922.61	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9																	
ACCOUNT/VENDOR					INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK		DESCRIPTION		
001201					STREET DIV.												
001201 513000					CHEMICALS												
002484 CLARKE MOSQUITO CONT 5099901					227205		2022		9	INV	P	2,145.00		291174		MOSQUITO CHEMICALS	
002484 CLARKE MOSQUITO CONT 5100841					227205		2022		9	INV	P	715.00		291174		MOSQUITO CHEMICALS	
												2,860.00					
ACCOUNT TOTAL												2,860.00					
001201 540000					ASPHALT & ASPHALT PROD.												
004586 WARREN PAVING INC 54524					0	2022		9	INV	P	281.46		291462		USED ASPHALT		
004586 WARREN PAVING INC 57895					0	2022		9	INV	P	179.64		291462		USED ASPHALT		
004586 WARREN PAVING INC 62488					0	2022		9	INV	P	146.77		291462		USED ASPHALT		
004586 WARREN PAVING INC 62549					0	2022		9	INV	P	281.25		291462		USED ASPHALT		
004586 WARREN PAVING INC 62748					0	2022		9	INV	P	286.31		291462		USED ASPHALT		
004586 WARREN PAVING INC 62809					0	2022		9	INV	P	352.83		291462		USED ASPHALT		
004586 WARREN PAVING INC 62850					0	2022		9	INV	P	318.12		291462		USED ASPHALT		
004586 WARREN PAVING INC 62858					0	2022		9	INV	P	372.34		291462		USED ASPHALT		
004586 WARREN PAVING INC 63080					0	2022		9	INV	P	63.62		291462		USED ASPHALT		
004586 WARREN PAVING INC 63165					0	2022		9	INV	P	287.03		291462		USED ASPHALT		
												2,569.37					
ACCOUNT TOTAL												2,569.37					
001201 541000					BRICK,STONE,MORTAR,ETC.												
002104 AMERICAN CONCRETE PR 81309					228357		2022		9	INV	P	868.00		291111		BRICKS AND BLOCKS	
002714 ECONOMY SUPPLY CO 077575					228353		2022		9	INV	P	1,116.50		291208		PORTLAND CEMENTS	
ACCOUNT TOTAL												1,984.50					
001201 559000					OTHER OPERATING MATL/SPLY												
002492 CLEMTS HARDWARE 129910					228337		2022		9	INV	P	159.00		291178		COLEMAN ICE COOLER	
002535 COMSOUTH 200980					227980		2022		9	INV	P	11,204.60		291186		HAND HELD RADIO'S/S	
ACCOUNT TOTAL												11,363.60					
001201 570000					MTR VEHICLE REP. PTS/SPL												
002166 AUTO ARMATURE SERVIC 28262					228246		2022		9	INV	P	259.95		291129		UNIT 17530 11292 AL	
002166 AUTO ARMATURE SERVIC 28317					228318		2022		9	INV	P	164.95		291129		UNIT 15962 HEALTH B	
												424.90					
002413 CARQUEST AUTO PARTS 14758-12214					228319		2022		9	INV	P	30.69		291159		UNIT 15921 CHEVY P/	
002413 CARQUEST AUTO PARTS 14758-12258					228342		2022		9	INV	P	34.24		291159		UNIT 15921 HOSE MEN	
002413 CARQUEST AUTO PARTS 29485					228370		2022		9	INV	P	204.09		291159		UNIT 15921 WATER PU	
												269.02					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL			693.92			
001201	575500					AGRICLTRL	REPAIR	PTS/SPL			
002083	ALLBRITTON CHAIN SAW 12750			228252	2022	9	INV	P	120.00	291106 REPAIR ON A TRIMME	
					ACCOUNT TOTAL			120.00			
001201	604900					OTHER PROFESSIONAL	SERV.				
047034	BUGZ LAWN CARE 012			0	2022	9	INV	P	1,200.00	291150 JUNE LANDSCAPE MAIN	
					ACCOUNT TOTAL			1,200.00			
001201	612000					FREIGHT					
048850	RED RIVER SPECIALTIE 783406			228348	2022	9	INV	P	120.00	291377 WEED KILLER FOR DIT	
					ACCOUNT TOTAL			120.00			
001201	636099					LONG RANGE	PAVING	PLAN			
047056	WARREN	PAVING	INC	225368.2	0	2022	9	INV	P	45,065.20	291463 MB 2021-1147 CROSS
047056	WARREN	PAVING	INC	226264.1	226264	2022	9	INV	P	25,465.70	291463 STRIPING J ED TURNE
047056	WARREN	PAVING	INC	226447.1	226447	2022	9	INV	P	12,827.31	291463 PAVING LUPER DRIVE
047056	WARREN	PAVING	INC	226448.1	226448	2022	9	INV	P	20,238.48	291463 PAVING NORTH 32ND A
047056	WARREN	PAVING	INC	226450.1	226450	2022	9	INV	P	33,688.38	291463 PAVING MCCLAIN DRIV
047056	WARREN	PAVING	INC	226617.1	226617	2022	9	INV	P	61,447.40	291463 STRIPING WSF TATUM
047056	WARREN	PAVING	INC	226618.1	226618	2022	9	INV	P	7,340.68	291463 STRIPING S. 28TH AV
047056	WARREN	PAVING	INC	227208.1	227208	2022	9	INV	P	49,344.49	291463 PAVING CEDAR STREET
047056	WARREN	PAVING	INC	227210.1	227210	2022	9	INV	P	14,374.12	291463 PAVING CHESTNUT AVE
								269,791.76			
					ACCOUNT TOTAL			269,791.76			
001201	638400					MOTOR VEHICLE EQ.	R&M				
002035	AAMCO TRANSMISSION (I144846			228259	2022	9	INV	P	1,062.61	291099 A/C REPAIR IN UNIT	
004597	WATERS INTERNATIONAL 08S828333			228036	2022	9	INV	P	1,912.08	291466 ADDITION REPAIRS ON	
					ACCOUNT TOTAL			2,974.69			
001201	638700					AGRICULTURAL EQ.	R&M				
002083	ALLBRITTON CHAIN SAW 13055			228049	2022	9	INV	P	62.86	291106 REPAIRS ON CHAINSAW	
004297	SOUTHERN TIRE MART (2520094756			228265	2022	9	INV	P	1,184.97	291412 SERVICE CALL AND RE	
					ACCOUNT TOTAL			1,247.83			
001201	639800					TOW	IN CHARGES				
003253	JOHNNY'S WRECKER SER 43707			0	2022	9	INV	P	350.00	291283 UNIT 16008 TOWED TO	
003253	JOHNNY'S WRECKER SER 43719			0	2022	9	INV	P	300.00	291283 TOW UNIT 15999 PULL	
								650.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL										650.00				
001201 643000				UNIFORM RENT										
002471	CINTAS	CORPORATION	# 4120820881	0	2022	8	INV	P	117.09		291168	UNIFORMS SC 8200044		
002471	CINTAS	CORPORATION	# 4120821092	0	2022	8	INV	P	44.38		291169	UNIFORM SC 82000447		
002471	CINTAS	CORPORATION	# 4120821203	0	2022	8	INV	P	113.01		291168	UNIFORMS SC 8200044		
002471	CINTAS	CORPORATION	# 4120821225	0	2022	8	INV	P	20.30		291170	UNIFORMS SC 8200044		
002471	CINTAS	CORPORATION	# 4120821292	0	2022	8	INV	P	84.97		291168	UNIFORMS SC 8200044		
002471	CINTAS	CORPORATION	# 4121468737	0	2022	9	INV	P	58.07		291168	UNIFORMS SC 8200044		
002471	CINTAS	CORPORATION	# 4121468780	0	2022	9	INV	P	44.38		291169	UNIFORMS SC 8200044		
002471	CINTAS	CORPORATION	# 4121468891	0	2022	9	INV	P	113.01		291168	UNIFORMS SC 8200044		
002471	CINTAS	CORPORATION	# 4121468963	0	2022	9	INV	P	20.30		291170	UNIFORMS 8200044758		
002471	CINTAS	CORPORATION	# 4121468986	0	2022	9	INV	P	58.07		291168	UNIFORM SC 82000447		
002471	CINTAS	CORPORATION	# 4122159965	0	2022	9	INV	P	70.03		291168	UNIFORM SC 82000447		
002471	CINTAS	CORPORATION	# 4122159975	0	2022	9	INV	P	44.38		291169	UNIFORM SC 82000447		
002471	CINTAS	CORPORATION	# 4122160135	0	2022	9	INV	P	20.30		291170	UNIFORMS SC 8200044		
002471	CINTAS	CORPORATION	# 4122160193	0	2022	9	INV	P	166.78		291167	UNIFORMS SC 8200044		
002471	CINTAS	CORPORATION	# 4122160283	0	2022	9	INV	P	87.75		291168	UNIFORM SC 82004475		
									1,062.82					
ACCOUNT TOTAL										1,062.82				
ORG 001201					TOTAL				296,638.49					
001202				STREET LIGHTS										
001202 630500				ELECTRICITY										
003700	MS	POWER COMPANY	E2022 6.1.22	0	2022	9	INV	P	3,173.89		291332	MS POWER VARIOUS DE		
003700	MS	POWER COMPANY	E2022-06/02	0	2022	9	INV	P	3,411.86		291332	MISSISSIPPI POWER-V		
003700	MS	POWER COMPANY	e2022-11-MAY	0	2022	9	INV	P	2,362.65		291332	MISSISSIPPI POWER E		
003700	MS	POWER COMPANY	E2022-23 MAY	0	2022	8	INV	P	102,517.08		291332	MISSISSIPPI POWER-V		
003700	MS	POWER COMPANY	E2022-MAY 23	0	2022	9	INV	P	265.40		291332	MISSISSIPPI POWER E		
									111,730.88					
003873	PEARL	RIVER VALLEY	E 2022 5.23.22	0	2022	9	INV	P	1,253.63		291354	PRVEPA VARIOUS DEPT		
003873	PEARL	RIVER VALLEY	E 2022 5.25.22	0	2022	9	INV	P	2,916.15		291354	PRVEPA VARIOUS DEPT		
003873	PEARL	RIVER VALLEY	E 2022-06/06	0	2022	9	INV	P	1,337.53		291354	PEARL RIVER VALLEY		
003873	PEARL	RIVER VALLEY	E 2022-31/MAY	0	2022	9	INV	P	396.00		291354	PEARL RIVE VALLEY E		
									5,903.31					
004282	SOUTHERN	PINE ELECTR	E2022 6.2.22	0	2022	9	INV	P	1,421.36		291410	SOUTHERN PINE VARIO		
ACCOUNT TOTAL										119,055.55				
ORG 001202					TOTAL				119,055.55					
001203				ENGR/PUBLIC SER										
001203 601500				ENGINEERING										
003764	NEEL-SCHAFFER	INC	1079439	0	2022	9	INV	P	4,583.33		291342	MB 2021-373 MS4 STO		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004197	SHOWS DEARMAN & WAIT	22743	0	2022	9	INV P	3,500.00	291399	MB 2012-1/34 2010 A
ACCOUNT TOTAL							8,083.33		
001203	602300			ABSTRACTING & RECORDING					
002847	FORREST COUNTY CHANC	116ENG	0	2022	9	INV P	26.00	291232	RECORDING AFFORDABL
ACCOUNT TOTAL							26.00		
001203	606000			TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X060822	0	2022	9	INV P	213.40	291125	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X060522	0	2022	9	INV P	51.94	291122	MB2016-287/WIRELESS
							265.34		
ACCOUNT TOTAL							265.34		
001203	607000			POSTAGE					
002798	FEDERAL EXPRESS	7-788-39454	0	2022	9	INV P	100.59	291227	FED EX PAYMENT
ACCOUNT TOTAL							100.59		
001203	630000			GAS					
004321	SPIRE	G2022 05.26.22	0	2022	9	INV P	55.87	291415	SPIRE VARIOUS DEPTS
ACCOUNT TOTAL							55.87		
001203	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2022-23 MAY	0	2022	8	INV P	615.38	291332	MISSISSIPPI POWER-V
ACCOUNT TOTAL							615.38		
001203	687000			CUSTODIAL SERVICE					
002037	AB SUPPORT SERVICES	4B1003	225889	2022	8	INV P	425.00	291100	MB# 2022-58 JANITOR
ACCOUNT TOTAL							425.00		
ORG 001203 TOTAL							9,571.51		
001204	SHOP DIVISION								
001204	513000			CHEMICALS					
002413	CARQUEST AUTO PARTS	14758-11941	228165	2022	9	INV P	51.48	291159	PRIME GUARD
ACCOUNT TOTAL							51.48		
001204	559000			OTHER OPERATING MATL/SPLY					
003543	MCELHANEY PLUMBING I	292613	228441	2022	9	INV P	35.89	291320	WATER HEATER PAN FO
003772	NEWELL PAPER COMPANY	4132879	228238	2022	9	INV P	231.78	291343	WHITE KNIT RAGS/PW
ACCOUNT TOTAL							267.67		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001204	560500	ELECTRICAL SUPPLIES								
002901	GILKEY ELECTRIC SUPP	355822		227882	2022	9	INV P	145.50	291242	LIGHTS FOR MAINTENA
ACCOUNT TOTAL								145.50		
001204	630000	GAS								
004321	SPIRE	G2022 05.26.22		0	2022	9	INV P	108.13	291415	SPIRE VARIOUS DEPTS
ACCOUNT TOTAL								108.13		
001204	630500	ELECTRICITY								
003700	MS POWER COMPANY	e2022-11-MAY		0	2022	9	INV P	1,459.64	291332	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2022-23 MAY		0	2022	8	INV P	51.32	291332	MISSISSIPPI POWER-V
								1,510.96		
ACCOUNT TOTAL								1,510.96		
001204	643000	UNIFORM RENT								
002471	CINTAS CORPORATION # 4120821135			0	2022	8	INV P	59.11	291168	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION # 4121468829			0	2022	9	INV P	59.11	291168	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION # 4122160116			0	2022	9	INV P	59.11	291168	UNIFORM RENTAL /PW
								177.33		
ACCOUNT TOTAL								177.33		
ORG 001204 TOTAL								2,261.07		
001205	G O & F S DIV.									
001205	604900	OTHER PROFESSIONAL SERV.								
002905	GILLILANDS ELECTRONI	8104		0	2022	9	INV P	106.95	291243	CAMERA #6 AND REPL.
003677	MS DEPARTMENT OF ENV	UST-00029713		0	2022	9	INV P	300.00	291329	UNDERGROUND STORAGE
048825	MCKINNEY EQUIPMENT	0102085-IN		228033	2022	9	INV P	167.00	291321	REPAIRS TO TLS 350
ACCOUNT TOTAL								573.95		
001205	630500	ELECTRICITY								
003700	MS POWER COMPANY	E2022-23 MAY		0	2022	8	INV P	76.11	291332	MISSISSIPPI POWER-V
ACCOUNT TOTAL								76.11		
ORG 001205 TOTAL								650.06		
001206	DRAINAGE DIV.									
001206	606000	TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X060822		0	2022	9	INV P	479.51	291125	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X060522		0	2022	9	INV P	1,519.85	291124	MB2016-287/WIRELESS
								1,999.36		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											1,999.36		
001206	729500							OTHER IMPROVEMENTS					
004197	SHOWS DEARMAN & WAIT	22765	0	2022	9	INV	P	880.00		291399	MB 2012-1/34 COUNTR		
ACCOUNT TOTAL											880.00		
ORG 001206 TOTAL											2,879.36		
001207	CONSTRUCTION												
001207	559000							OTHER OPERATING MATL/SPLY					
002714	ECONOMY SUPPLY CO	077021	227843	2022	8	INV	P	71.85		291208	MAGNET SWEEPER/CONS		
ACCOUNT TOTAL											71.85		
001207	565000							PAINT AND PAINTING SPLY.					
003772	NEWELL PAPER COMPANY	4132361	227619	2022	8	INV	P	43.43		291343	NEWELL PAPER/PURE B		
ACCOUNT TOTAL											43.43		
001207	570000							MTR VEHICLE REP. PTS/SPL					
002166	AUTO ARMATURE SERVIC	28300	228302	2022	9	INV	P	159.95		291129	BATTERY FOR UNIT#14		
002166	AUTO ARMATURE SERVIC	28316	228328	2022	9	INV	P	189.95		291129	BATTERY FOR UNIT#16		
											349.90		
002413	CARQUEST AUTO PARTS	14758-12211	228321	2022	9	INV	P	17.67		291159	HEADLIGHT FOR UNIT#		
ACCOUNT TOTAL											367.57		
001207	575000							COMMUNICATION REPAIR PTS					
002905	GILLILANDS ELECTRONI	7877	228084	2022	9	INV	P	129.95		291243	MEMORY STICK FOR VI		
ACCOUNT TOTAL											129.95		
001207	599000							OTHER REPAIR/MAINT. SPL.					
002106	AMERICAN FIRE & SAFE	121152	0	2022	8	INV	P	350.00		291112	ANNUAL WET SPRINKLE		
ACCOUNT TOTAL											350.00		
001207	604900							OTHER PROFESSIONAL SERV.					
003191	INTERFACE SECURITY S	20239472	0	2022	9	INV	P	46.99		291269	SECURITY SYSTEM/TWI		
ACCOUNT TOTAL											46.99		
001207	606000							TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X060822	0	2022	9	INV	P	121.94		291125	MB2016-287/WIRELESS		
ACCOUNT TOTAL											121.94		
001207	638400							MOTOR VEHICLE EQ. R&M					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002166	AUTO ARMATURE SERVIC	28330	228346	2022	9	INV P	309.95		
002166	AUTO ARMATURE SERVIC	28366	228410	2022	9	INV P	228.95		291129 ALTERNATOR & LABOR/
							538.90		291129 REPAIR FOR UNIT#152
002169	AUTOMOTIVE GLASS SPE	W250381	228071	2022	9	INV P	260.00		291132 GLASS FOR UNIT#1521
ACCOUNT TOTAL							798.90		
001207	639100			DOWNTOWN LIGHTS R&M					
002672	DOLEAC ELECTRIC CO I	61735-2	0	2022	9	INV P	2,777.94		291206 DOWNTOWN LIGHTING M
ACCOUNT TOTAL							2,777.94		
001207	639800			TOW IN CHARGES					
003389	LARRY'S WRECKER SERV	9729	0	2022	9	INV P	65.00		291299 TOWING SERVICES/UNI
ACCOUNT TOTAL							65.00		
001207	642500			CYLINDER RENT					
002071	AIRGAS USA LLC (NORD	9988744785	0	2022	9	INV P	186.35		291104 CYLINDER RENTAL/CON
ACCOUNT TOTAL							186.35		
001207	643000			UNIFORM RENT					
002471	CINTAS CORPORATION #	4120821034	0	2022	8	INV P	66.30		291168 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	412148678	0	2022	9	INV P	59.88		291168 UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION #	4122159963	0	2022	9	INV P	61.06		291168 UNIFORM RENTAL/SC#8
							187.24		
ACCOUNT TOTAL							187.24		
ORG 001207 TOTAL							5,147.16		
001220				SANITATION DIV.					
001220	501000			OTHER EXPENDABLE OFF.SPL					
002472	CINTAS FIRST AID J71	5111117152	0	2022	9	INV P	202.70		291171 FIRST AID SUPPLY/MA
ACCOUNT TOTAL							202.70		
001220	513000			CHEMICALS					
003040	HAVARD PEST CONTROL	1952398	228140	2022	8	INV P	299.00		291258 MAXFORCE FLY BAIT F
004583	WARING OIL CO (GULFP	149072	228277	2022	9	INV P	3,800.00		291461 CHEVRON AW68 FOR SA
004583	WARING OIL CO (GULFP	149112	228272	2022	9	INV P	1,800.00		291461 BP AUTRANS TES 295
							5,600.00		
ACCOUNT TOTAL							5,899.00		
001220	559001			OTHER OPERATING SPPLY-RECYCLING					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002294	BOURNE BROTHERS PRIN	83695	228216	2022	9	INV	P		150.00	291141	TRUCK MAGNET SIGNS-
				ACCOUNT TOTAL					150.00		
001220	560500			ELECTRICAL SUPPLIES							
002672	DOLEAC ELECTRIC CO I	H26258	227303	2022	8	INV	P		790.00	291206	GENERATOR REPAIR-SA
				ACCOUNT TOTAL					790.00		
001220	604900			OTHER PROFESSIONAL SERV.							
002672	DOLEAC ELECTRIC CO I	SANT-X1	227303	2022	8	INV	P		350.00	291206	GENERATOR REPAIR-SA
				ACCOUNT TOTAL					350.00		
001220	612000			FREIGHT							
002539	CONNECTOR SPECIALIST	01091595	228219	2022	9	INV	P		102.55	291187	HOSES FOR SANITATIO
				ACCOUNT TOTAL					102.55		
001220	630500			ELECTRICITY							
003700	MS POWER COMPANY	e2022-11-MAY	0	2022	9	INV	P		559.47	291332	MISSISSIPPI POWER E
				ACCOUNT TOTAL					559.47		
001220	638200			MINOR EQUIPMENT R&M							
002739	EMPIRE TRUCK SALES(J	CE006195887:01	228134	2022	8	INV	P		32.91	291217	UNIT 20073 AIR BAG
002739	EMPIRE TRUCK SALES(J	CE006195934:01	228158	2022	8	INV	P		284.70	291217	UNIT 20070 FENDER-Q
002739	EMPIRE TRUCK SALES(J	CE006196202:01	228257	2022	9	INV	P		131.52	291217	AIR FILTER FOR SANI
002739	EMPIRE TRUCK SALES(J	CE006196203:01	228233	2022	9	INV	P		108.40	291217	UNIT 20089 MED SWIT
									557.53		
003114	HOL-MAC CORPORATION	383284	0	2022	8	INV	P		87.22	291260	INV. 383358 CREDIT
004120	SANSOM EQUIPMENT CO	P02979	228141	2022	8	INV	P		166.43	291393	UNIT 20089 CHAIN TE
004120	SANSOM EQUIPMENT CO	P03017	228245	2022	9	INV	P		170.41	291393	UNIT 20089 CHAIN TE
									336.84		
004597	WATERS INTERNATIONAL	08P830674	228156	2022	8	INV	P		726.60	291466	SYNTHETIC TRANSMISS
				ACCOUNT TOTAL					1,708.19		
001220	638400			MOTOR VEHICLE EQ. R&M							
002539	CONNECTOR SPECIALIST	01091595	228219	2022	9	INV	P		3,578.39	291187	HOSES FOR SANITATIO
002739	EMPIRE TRUCK SALES(J	ce006195877:01	228137	2022	8	INV	P		1,113.12	291217	UNIT 20074 SPRING A
002739	EMPIRE TRUCK SALES(J	CE006196646:01	228413	2022	9	INV	P		378.54	291217	UNITS 20070 &20089
002739	EMPIRE TRUCK SALES(J	RE006036164:02	228121	2022	8	INV	P		420.80	291217	UNIT 19948 A/C REPA
									1,912.46		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
003034	HATTIESBURG HYDRAULI	95031	228142	2022	8	INV	P	700.49		291257	UNIT 20073- HOSE RE
003034	HATTIESBURG HYDRAULI	9598	228330	2022	9	INV	P	426.38		291257	UNIT 20089- HOSE RE
								1,126.87			
003114	HOL-MAC CORPORATION	382424	0	2022	8	INV	P	334.63		291260	CORRECTION OF P.O.
003114	HOL-MAC CORPORATION	384991	228032	2022	8	INV	P	3,817.09		291260	UNIT 14408 TIP BOOM
								4,151.72			
004139	SCOTTS HYDRAULIC SER	50485	228048	2022	8	INV	P	1,587.03		291395	UNIT 19887 PTO SWIT
004465	TRUCKPRO LLC	039-0704654	228173	2022	8	INV	P	1,968.71		291444	BRAKE KITS FOR SANI
ACCOUNT TOTAL								14,325.18			
001220	639900	OTHER REPAIRS AND MAINT.									
002739	EMPIRE TRUCK SALES(J	CE006196056:01	228181	2022	8	INV	P	387.83		291217	UNIT 20089 AIR TANK
004017	REGIONS CARDHOLDER S	1708 - 05-31-2022	0	2022	9	INV	P	213.66		291378	1708 - 05-31-2022 C
004297	SOUTHERN TIRE MART (	2520094047	228099	2022	8	INV	P	1,055.31		291412	TIRES FOR UNIT 1752
ACCOUNT TOTAL								1,656.80			
001220	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4120820848	0	2022	8	INV	P	36.78		291169	SC#8200044758 SANIT
002471	CINTAS CORPORATION #	4120821496	0	2022	8	INV	P	245.52		291167	SANITATION UNIFORM
002471	CINTAS CORPORATION #	4121468557	0	2022	9	INV	P	36.78		291169	SC8200044758- SANIT
002471	CINTAS CORPORATION #	412146916	0	2022	9	INV	P	614.28		291167	SC8200044758-SANIT.
002471	CINTAS CORPORATION #	4122159791	0	2022	9	INV	P	36.78		291169	SC8200044758-SANIT
002471	CINTAS CORPORATION #	4122160517	0	2022	9	INV	P	225.55		291167	SC8200044758-SANIT
								1,195.69			
ACCOUNT TOTAL								1,195.69			
001220	688000	TIPPING FEES									
002007	98 WASTE LLC	4245	0	2022	9	INV	P	14,385.00		291098	MB2016-322 SANITATI
002007	98 WASTE LLC	4315	0	2022	9	INV	P	5,838.00		291098	MB2016-22-CODE ENFO
002007	98 WASTE LLC	4316	0	2022	9	INV	P	1,050.00		291098	MB 2016322-SC820004
002007	98 WASTE LLC	4423	0	2022	9	INV	P	280.00		291098	CODE ENF. COLLECTIO
								21,553.00			
003920	PINE BELT REGIONAL S	6812	0	2022	9	INV	P	40,791.40		291364	MB197-1/451-454 SAN
004591	WASTE MANAGEMENT OF	0013235-2526-9	0	2022	9	INV	P	1,965.90		291464	MB2003-5/484 SANITA
ACCOUNT TOTAL								64,310.30			
001220	688600	HAZARDOUS WASTE GRANT EXPENSES									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002531	COMPLETE ENVIRONMENT	10367	0	2022	9	INV P	89,508.55	291185	JOB#2205-066	RIGHT
ACCOUNT TOTAL							89,508.55			
001220	689000			RECYCLING FEES						
004030	REPUBLIC SERVICES IN	0991-000335784	227509	2022	9	INV P	10,457.01	291380	MB 2020-292	OPEN P.
ACCOUNT TOTAL							10,457.01			
ORG 001220 TOTAL							191,215.44			
001250	HEALTH DIVISION									
001250	513000			CHEMICALS						
002483	CLARKE	5100735	228094	2022	9	INV P	2,430.00	291173	MOSQUITO	CHEMICALS
002484	CLARKE MOSQUITO CONT	5099900	227154	2022	9	INV P	2,145.00	291174	MOSQUITO	CHEMICALS
002484	CLARKE MOSQUITO CONT	5100840	227154	2022	9	INV P	715.00	291174	MOSQUITO	CHEMICALS
							2,860.00			
002836	FLUIDS INC.	#14414	0	2022	9	INV P	80.50	291229	FREIGHT CHARGES FOR	
048850	RED RIVER SPECIALTIE	783406	228348	2022	9	INV P	3,942.00	291377	WEED KILLER FOR DIT	
ACCOUNT TOTAL							9,312.50			
001250	570000			MTR VEHICLE REP.	PTS/SPL					
002304	BRACKMAN MOWER WAREH	23812	228229	2022	9	INV P	460.00	291142	SPINDLE ASSY DUCTIL	
002413	CARQUEST AUTO PARTS	14758-11707	228104	2022	8	INV P	42.22	291159	UNIT 15921	HEALTH H
002484	CLARKE MOSQUITO CONT	5100694	228096	2022	9	INV P	119.25	291174	SOLENOID VALVE/	UNI
002577	CRAIN TRACTOR & EQUI	CT01463	228159	2022	9	INV P	799.75	291193	UNIT 15514	HEALTH T
003843	PARISH TRACTOR (HATT	P00024	227989	2022	8	INV P	99.88	291351	UNIT 16722	HEALTH A
003916	PINE BELT INDUSTRIAL	4199722-0001-04	228085	2022	9	INV P	103.59	291361	BELT BP195 FOR ZERO	
ACCOUNT TOTAL							1,624.69			
001250	575500			AGRICLTRL REPAIR	PTS/SPL					
002413	CARQUEST AUTO PARTS	14758-12134	228299	2022	9	INV P	90.42	291159	UNIT 15921	HEALTH B
003034	HATTIESBURG HYDRAULI	95303	228421	2022	9	INV P	516.44	291257	1-1/4X3 CYLINDERS	P
004297	SOUTHERN TIRE MART (	2520094822	228311	2022	9	INV P	982.97	291412	TIRE/UNIT 16726	
ACCOUNT TOTAL							1,589.83			
001250	638700			AGRICULTURAL EQ.	R&M					
002083	ALLBRITTON CHAIN SAW	11833	227870	2022	9	INV P	81.97	291106	REPAIR/WEEDEATER T.	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002083	ALLBRITTON CHAIN SAW	13055		228049	2022	9	INV P	45.00		291106 REPAIRS ON CHAINSAW
								126.97		
					ACCOUNT TOTAL			126.97		
				ORG 001250	TOTAL			12,653.99		
001260					ANIMAL CONTROL					
001260	570000				MTR VEHICLE REP.	PTS/SPL				
002060	ADVANCE AUTO PARTS	5604215375476		228217	2022	9	INV P	196.63		291103 REPAIR PARTS UNIT#2
					ACCOUNT TOTAL			196.63		
001260	684500				REGISTRATION FEE/TUITION					
048915	EDDINS MARK D	1437		0	2022	9	INV P	1,100.00		291210 REG. CLARK & EXTINE
					ACCOUNT TOTAL			1,100.00		
001260	699900				SERVICES NOT SPECIFIED					
004283	SOUTHERN PINES ANIMA	2022-05		0	2022	8	INV P	15,000.00		291411 MB#2022-678 HOUSING
					ACCOUNT TOTAL			15,000.00		
				ORG 001260	TOTAL			16,296.63		
001402					ECONOMIC DEV.					
001402	604900				OTHER PROFESSIONAL SERV.					
002327	BROADDUS & ASSOCIATE	4411-02		0	2022	9	INV P	9,143.40		291146 FIRE STATION #2/FEM
002327	BROADDUS & ASSOCIATE	44111-01		0	2022	9	INV P	18,832.00		291146 FIRESTATION #2/FEMA
002327	BROADDUS & ASSOCIATE	44111-04		0	2022	9	INV P	855.00		291146 FIRE STATION #2/FEM
002327	BROADDUS & ASSOCIATE	44112-01		0	2022	9	INV P	612.50		291146 TIMBERTON/FEMA/ARBR
002327	BROADDUS & ASSOCIATE	44112-02		0	2022	9	INV P	26,310.50		291146 TIMBERTON/FEMA/ABRI
002327	BROADDUS & ASSOCIATE	44112-03		0	2022	9	INV P	31,605.00		291146 TIMBERTON/FEMA/ARBI
								87,358.40		
003764	NEEL-SCHAFFER INC	1079805		0	2022	9	INV P	10,088.23		291342 MB 2021-322 HIGHWAY
					ACCOUNT TOTAL			97,446.63		
				ORG 001402	TOTAL			97,446.63		
001551					AIRPORT DIV.					
001551	630000				GAS					
004321	SPIRE	G2022 05.26.22		0	2022	9	INV P	31.13		291415 SPIRE VARIOUS DEPTS
					ACCOUNT TOTAL			31.13		
001551	630500				ELECTRICITY					
003700	MS POWER COMPANY	e2022-11-MAY		0	2022	9	INV P	1,375.44		291332 MISSISSIPPI POWER E

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			1,375.44			
						ORG 001551 TOTAL			1,406.57			
001553 CEMETERY DIV												
001553 500500 PRINTED FORMS												
002294 BOURNE BROTHERS PRIN 83580						228177	2022	9	INV	P	140.00	291141 OPENING & CLOSING R
						ACCOUNT TOTAL			140.00			
001553 501000 OTHER EXPENDABLE OFF.SPL												
004327 STANDARD OFFICE SUPP H03841-00						227847	2022	9	INV	P	193.00	291418 BRT TN820 TONER-FRO
						ACCOUNT TOTAL			193.00			
001553 535500 WEARING APPAREL												
002846 FORESTRY SUPPLIERS I 240873-00						228155	2022	9	INV	P	292.60	291231 PPE FOR CREWS, CEME
						ACCOUNT TOTAL			292.60			
001553 544000 HORT./LANDSCAPING SPLY.												
003717 MS TURF 832631						228178	2022	9	INV	P	240.00	291335 CENIPEDE SOD FOR CE
						ACCOUNT TOTAL			240.00			
001553 545000 HAND TOOLS												
002071 AIRGAS USA LLC (NORD 91260193735						227991	2022	9	INV	P	225.59	291104 RAD64001044-ELECTRO
						ACCOUNT TOTAL			225.59			
001553 546000 MINOR EQUIPMENT												
004017 REGIONS CARDHOLDER S 9492 - 05-31-2022						0	2022	9	INV	P	169.00	291378 9492 - 05 - 31 - 20
						ACCOUNT TOTAL			169.00			
001553 559000 OTHER OPERATING MATL/SPLY												
003053 H'BURG COCA COLA BOT 17319209990						227855	2022	9	INV	P	192.00	291251 136679-LEMON-LIME-P
						ACCOUNT TOTAL			192.00			
001553 560000 BUILDING MATERIALS & SPLY												
002104 AMERICAN CONCRETE PR 81192						228004	2022	9	INV	P	333.60	291111 MATERIALS FOR DUMPS
						ACCOUNT TOTAL			333.60			
001553 570000 MTR VEHICLE REP. PTS/SPL												
002413 CARQUEST AUTO PARTS 14758-12055						228263	2022	9	INV	P	64.96	291159 MTM 85498 BUTT TE
002413 CARQUEST AUTO PARTS 14758-12281						228360	2022	9	INV	P	31.14	291159 FUEL FILTER & STOP
002413 CARQUEST AUTO PARTS 14758-12362						228383	2022	9	INV	P	50.84	291159 AC FREON FOR CEMETE
002413 CARQUEST AUTO PARTS 14758-12476						228401	2022	9	INV	P	167.43	291159 BATTERY FOR UNIT #1
									314.37			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
003034	HATTIESBURG HYDRAULI	95268	228400	2022	9	INV P	87.35		291257 HYDRAULIC HOSE FOR
003961	POWER HOUSE TOOLS &	220000012675	228215	2022	9	INV P	123.98		291370 483172 BELT, STC PU
ACCOUNT TOTAL							525.70		
001553	604900					OTHER PROFESSIONAL SERV.			
002160	AT&T MOBILITY	287273578351X060822	0	2022	9	INV P	179.91		291125 MB2016-287/WIRELESS
002471	CINTAS CORPORATION #	5111301531	0	2022	9	INV P	33.60		291169 SERVICE OF FIRST AI
ACCOUNT TOTAL							213.51		
001553	612000					FREIGHT			
002846	FORESTRY SUPPLIERS I	240873-00	228155	2022	9	INV P	14.54		291231 PPE FOR CREWS, CEME
ACCOUNT TOTAL							14.54		
001553	630000					GAS			
004321	SPIRE	G2022 05.26.22	0	2022	9	INV P	21.24		291415 SPIRE VARIOUS DEPTS
ACCOUNT TOTAL							21.24		
001553	630500					ELECTRICITY			
003700	MS POWER COMPANY	E2022-23 MAY	0	2022	8	INV P	582.23		291332 MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2022 5.25.22	0	2022	9	INV P	38.93		291354 PRVEPA VARIOUS DEPT
ACCOUNT TOTAL							621.16		
001553	643000					UNIFORM RENT			
002471	CINTAS CORPORATION #	4118054425	0	2022	8	INV P	81.64		291168 ST. CONT# 820004475
002471	CINTAS CORPORATION #	4118738799	0	2022	8	INV P	53.63		291169 ST. CONT# 820004475
002471	CINTAS CORPORATION #	4119426417	0	2022	8	INV P	53.63		291169 ST. CONT# 820004475
002471	CINTAS CORPORATION #	4120107436	0	2022	8	INV P	74.09		291168 ST. CONT# 820004475
002471	CINTAS CORPORATION #	4120824346	0	2022	8	INV P	91.98		291168 ST. CONT# 820004475
							354.97		
ACCOUNT TOTAL							354.97		
001553	643500					MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4118054473	0	2022	8	INV P	26.17		291169 ST. CONT# 820004475
002471	CINTAS CORPORATION #	4118738875	0	2022	8	INV P	26.17		291169 ST. CONT# 820004475
002471	CINTAS CORPORATION #	4119426381	0	2022	8	INV P	26.27		291169 ST. CONT# 820004475
002471	CINTAS CORPORATION #	4120107366	0	2022	8	INV P	26.27		291169 ST. CONT# 820004475
002471	CINTAS CORPORATION #	4120824240	0	2022	8	INV P	26.27		291169 ST. CONT# 820004475
							131.15		
ACCOUNT TOTAL							131.15		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
001553	704500								
047739	R&R VETERANS	22325-1	0	SITE IMPROVEMENT	2022 9 INV P	699.75	291372	SCOTT STREET CEMETE	
				ACCOUNT TOTAL		699.75			
001553	733500								
002083	ALLBRITTON CHAIN SAW 91000		228406	AGRICULTURAL EQUIPMENT	2022 9 INV P	287.99	291106	STIHL CHAINSAW FOR	
				ACCOUNT TOTAL		287.99			
				ORG 001553	TOTAL	4,655.80			
001560				PARKING OPER.					
001560	630500								
003700	MS POWER COMPANY	E2022-23 MAY	0	ELECTRICITY	2022 8 INV P	1,194.77	291332	MISSISSIPPI POWER-V	
				ACCOUNT TOTAL		1,194.77			
001560	640200								
003789	NORFOLK SOUTHERN COR 92662378		0	PARKING GARAGE/LOT RENT	2022 9 INV P	2,291.90	291344	LEASE RR PKG LOT MB	
004530	V F W OF THE US	INV062022	0		2022 8 INV P	75.00	291455	PARKING LEASE AT VF	
				ACCOUNT TOTAL		2,366.90			
				ORG 001560	TOTAL	3,561.67			
FUND 001 REVENUES					TOTAL:	1,316,144.58			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300					PKS/REC-RECREATION MAINT. DIV.						
002300	501000				OTHER EXPENDABLE OFF.SPL						
003772	NEWELL PAPER COMPANY	4131698	227948	2022	9	INV	P		170.60	291343	P&R TATUM REC OFFIC
			ACCOUNT TOTAL						170.60		
002300	502000				MINOR OFFICE EQUIP/FURN.						
002613	DAKTECH COMPUTERS	0344256	227638	2022	9	INV	P		950.00	291197	DESKTOP COMPUTERS F
			ACCOUNT TOTAL						950.00		
002300	510000				CLEANING/JANITORIAL SPLY						
002729	ELKENS WHOLESALE INC	485347	228040	2022	9	INV	P		550.30	291213	P&R GRNDS JANITORIA
003772	NEWELL PAPER COMPANY	4131055	227806	2022	8	INV	P		427.40	291343	P&R GRNDS MAINT-TRA
			ACCOUNT TOTAL						977.70		
002300	513000				CHEMICALS						
003772	NEWELL PAPER COMPANY	4132218	228042	2022	9	INV	P		446.55	291343	P&R GRNDS MAINT-WAS
047024	GREENPOINT AG HOLDIN	1301989	227508	2022	9	INV	P		2,412.50	291247	P&R GRNDS MAINT CHE
047024	GREENPOINT AG HOLDIN	1393556	228166	2022	9	INV	P		1,100.34	291247	P&R BALLFIELD FERTI
									3,512.84		
			ACCOUNT TOTAL						3,959.39		
002300	525500				LUBRICANTS						
002304	BRACKMAN MOWER WAREH	21386	227573	2022	9	INV	P		109.35	291142	P&R MOWER 21325-SER
002304	BRACKMAN MOWER WAREH	23281	228062	2022	9	INV	P		131.52	291142	P&R GRNDS MAINT-REP
002304	BRACKMAN MOWER WAREH	24219	228248	2022	9	INV	P		255.12	291142	P&R GRNDS MAINT-REP
									495.99		
002413	CARQUEST AUTO PARTS	14758-11667	228041	2022	9	INV	P		80.82	291159	P&R GRNDS LUBRICANT
002472	CINTAS FIRST AID J71	5111117187	227995	2022	9	INV	P		266.81	291171	P&R GROUNDS-SAFETY
			ACCOUNT TOTAL						843.62		
002300	544000				HORT./LANDSCAPING SPLY.						
002507	COLEMAN NURSERY	0518977	228095	2022	8	INV	P		260.00	291180	P&R HWY 11-PLANTS
004279	SOUTHERN MS PINE STR	13459	228007	2022	9	INV	P		520.00	291409	P&R GRNDS MAINT PIN
004547	VESELY'S NURSERY	00228005	228005	2022	9	INV	P		200.00	291457	P&R VETERANS PARK-S
			ACCOUNT TOTAL						980.00		
002300	546000				MINOR EQUIPMENT						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9																	
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION					
002492	CLEMTS	HARDWARE		129934	227759	2022	8	INV	P	149.95		291178	P&R	GRNDS	MAINT	GAS	
002492	CLEMTS	HARDWARE		129988	228052	2022	9	INV	P	250.71		291178	P&R	GRNDS	MAINT	MIN	
										400.66							
ACCOUNT TOTAL										400.66							
002300	551000				RECREATIONAL SUPPLIES												
003742	N & H ELECTRONIC DIS	02840		227987	2022	9	INV	P		29.20		291339	P&R	GRNDS	MAINT	-ZIP	
ACCOUNT TOTAL										29.20							
002300	560500				ELECTRICAL SUPPLIES												
002901	GILKEY ELECTRIC SUPP	356046		227959	2022	9	INV	P		461.00		291242	P&R	VETERANS	MEMORI		
ACCOUNT TOTAL										461.00							
002300	561000				PLUMBING SUPPLIES												
002802	FERGUSON ENTERPRISES	3284087		227917	2022	9	INV	P		145.00		291228	P&R	DAHMER	PARK	-PLU	
002901	GILKEY ELECTRIC SUPP	355686		227731	2022	8	INV	P		132.60		291242	P&R	DAHMER	PARK	-ELE	
003543	MCELHANEY PLUMBING I	292171		227819	2022	9	INV	P		148.89		291320	P&R	DAHMER	-PLUMBING		
ACCOUNT TOTAL										426.49							
002300	565000				PAINT AND PAINTING SPPLY.												
002714	ECONOMY SUPPLY CO	076387		228003	2022	9	INV	P		557.20		291208	P&R	ALL	BALLFIELDS	-	
003926	PIONEER MANUFACTURIN	INV836677		227729	2022	8	INV	P		392.30		291365	P&R	GRNDS	MAINT	-PAI	
ACCOUNT TOTAL										949.50							
002300	570000				MTR VEHICLE REP. PTS/SPL												
002166	AUTO ARMATURE SERVIC	28201		228113	2022	8	INV	P		179.95		291129	P&R	UNIT	18561	-STAR	
002166	AUTO ARMATURE SERVIC	28208		228143	2022	8	INV	P		189.95		291129	P&R	TRK	UNIT	21153-	
										369.90							
002361	BURKETT RADIATOR SHO	67623		227833	2022	9	INV	P		1,330.00		291151	P&R	TRK	UNIT	21613-	
004299	SOUTHERN TIRE MART L	2520091336		227686	2022	9	INV	P		111.45		291413	P&R	TRAILER	TIRE	FO	
004576	WALT MASSEY CHEVROLE	416724		227957	2022	9	INV	P		1,665.24		291459	P&R	TRK	UNIT	21327-	
ACCOUNT TOTAL										3,476.59							
002300	575500				AGRICLTRL REPAIR PTS/SPL												
002083	ALLBRITTON CHAIN SAW	90894		228053	2022	9	INV	P		32.16		291106	P&R	GRNDS	MAINT	-SUP	
002304	BRACKMAN MOWER WAREH	22981		228008	2022	9	INV	P		141.05		291142	P&R	MOWER	21097	SER	
002304	BRACKMAN MOWER WAREH	23259		228061	2022	9	INV	P		178.62		291142	P&R	MOWER	21597	-REP	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9																					
ACCOUNT/VENDOR				INVOICE		PO		YEAR/PR		TYP S		WARRANT		CHECK		DESCRIPTION					
002304	BRACKMAN	MOWER	WAREH	23260		228060	2022	9	INV	P		197.11		291142	P&R	MOWER	21597-REP				
002304	BRACKMAN	MOWER	WAREH	23261		228059	2022	9	INV	P		214.92		291142	P&R	MOWER	19465-SER				
002304	BRACKMAN	MOWER	WAREH	23262		228058	2022	9	INV	P		517.88		291142	P&R	MOWER	20823-SER				
002304	BRACKMAN	MOWER	WAREH	23263		228057	2022	9	INV	P		210.83		291142	P&R	MOWER	21451-SER				
002304	BRACKMAN	MOWER	WAREH	23264		228056	2022	9	INV	P		65.83		291142	P&R	MOWER	21325-SER				
002304	BRACKMAN	MOWER	WAREH	23281		228062	2022	9	INV	P		443.70		291142	P&R	GRNDS	MAINT-REP				
002304	BRACKMAN	MOWER	WAREH	24219		228248	2022	9	INV	P		443.70		291142	P&R	GRNDS	MAINT-REP				
002304	BRACKMAN	MOWER	WAREH	24363		228258	2022	9	INV	P		232.61		291142	P&R	MOWER	20233-SER				
												2,646.25									
003380	LANCASTER'S MACHINE			25193		227999	2022	9	INV	P		325.00		291296	P&R	TRAILER-LABOR T					
004299	SOUTHERN	TIRE	MART L	2520092377		227859	2022	9	INV	P		115.00		291413	P&R	SANDPRO	18553-T				
004299	SOUTHERN	TIRE	MART L	2520094096		228064	2022	9	INV	P		115.95		291413	P&R	TRAILER	TIRE 21				
004299	SOUTHERN	TIRE	MART L	2520094247		228064	2022	9	INV	P		115.95		291413	P&R	TRAILER	TIRE 21				
004299	SOUTHERN	TIRE	MART L	2520094390		228213	2022	9	INV	P		105.00		291413	P&R	MOWER	21096-NEW				
												451.90									
048827	HUMPHRIES AUTO			15849-4113		228065	2022	9	INV	P		104.14		291265	P&R	TRACTOR UNIT 21					
ACCOUNT TOTAL												3,559.45									
002300	604900					OTHER PROFESSIONAL SERV.															
002275	BLUE DOLPHIN	POOLS		45743		0	2022	9	INV	P		840.00		291138	PR-VET/CITYHALL/CLT						
002275	BLUE DOLPHIN	POOLS		46013		0	2022	9	INV	P		840.00		291138	P&R	VET/CITY/CLTRL					
												1,680.00									
ACCOUNT TOTAL												1,680.00									
002300	606000					TELEPHONE AND TELEGRAPH															
002160	AT&T	MOBILITY		287273578351X060822		0	2022	9	INV	P		504.25		291125	MB2016-287/WIRELESS						
ACCOUNT TOTAL												504.25									
002300	612000					FREIGHT															
002714	ECONOMY	SUPPLY CO		076387		228003	2022	9	INV	P		20.00		291208	P&R	ALL	BALLFIELDS--				
ACCOUNT TOTAL												20.00									
002300	630500					ELECTRICITY															
003700	MS	POWER COMPANY		E2022-06/02		0	2022	9	INV	P		62.50		291332	MISSISSIPPI	POWER-V					
003700	MS	POWER COMPANY		E2022-23 MAY		0	2022	8	INV	P		806.98		291332	MISSISSIPPI	POWER-V					
												869.48									
ACCOUNT TOTAL												869.48									
002300	635500					ELECTRICAL R&M															
002672	DOLEAC	ELECTRIC CO I		H26247		0	2022	9	INV	P		472.80		291206	P&R	DAHMER	PARK-ELE				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002672	DOLEAC ELECTRIC CO I	H26298	0	2022	9	INV	P		106.20	291206	P&R TATUM SOCCER-LA
002672	DOLEAC ELECTRIC CO I	H26324	0	2022	9	INV	P		1,376.40	291206	P&R TATUM SB-LABOR
									1,955.40		
004234	SMITH, JIM SERVICES	91793	0	2022	8	INV	P		339.57	291403	P&R TATUM TENNIS-EM
004234	SMITH, JIM SERVICES	91794	0	2022	9	INV	P		445.97	291403	P&R TATUM BB-LABOR
									785.54		
ACCOUNT TOTAL									2,740.94		
002300	635700			PLUMBING EQUIPMENT R&M							
002567	COURTNEY'S RESTAURAN	14750	228305	2022	9	INV	P		270.89	291192	P&R TATUM SOCCER IC
004596	WATER FLOW PRODUCTIO	11929	0	2022	9	INV	P		579.75	291465	P&R TATUM SB-EMERG
004596	WATER FLOW PRODUCTIO	12000	0	2022	9	INV	P		1,209.00	291465	P&R TATUM PARK EMER
									1,788.75		
ACCOUNT TOTAL									2,059.64		
002300	638400			MOTOR VEHICLE EQ. R&M							
002169	AUTOMOTIVE GLASS SPE	I250345	228039	2022	9	INV	P		325.00	291132	P&R TRK UNIT 21753-
004299	SOUTHERN TIRE MART L	2520093802	228064	2022	9	INV	P		19.95	291413	P&R TRAILER TIRE 21
004299	SOUTHERN TIRE MART L	2520094075	228063	2022	9	INV	P		59.90	291413	P&R TRK UNIT 21622-
004299	SOUTHERN TIRE MART L	2520094526	228212	2022	9	INV	P		19.95	291413	P&R TRUCK UNIT 1855
									99.80		
004576	WALT MASSEY CHEVROLE	416724	227957	2022	9	INV	P		936.92	291459	P&R TRK UNIT 21327-
ACCOUNT TOTAL									1,361.72		
002300	638700			AGRICULTURAL EQ. R&M							
002304	BRACKMAN MOWER WAREH	21386	227573	2022	9	INV	P		96.36	291142	P&R MOWER 21325-SER
002304	BRACKMAN MOWER WAREH	21389	227642	2022	9	INV	P		139.83	291142	P&R MOWER 20822-SER
002304	BRACKMAN MOWER WAREH	22981	228008	2022	9	INV	P		93.26	291142	P&R MOWER 21097 SER
002304	BRACKMAN MOWER WAREH	23258	227730	2022	9	INV	P		200.34	291142	P&R MOWER UNIT 2074
002304	BRACKMAN MOWER WAREH	23259	228061	2022	9	INV	P		95.52	291142	P&R MOWER 21597-REP
002304	BRACKMAN MOWER WAREH	23260	228060	2022	9	INV	P		112.53	291142	P&R MOWER 21597-REP
002304	BRACKMAN MOWER WAREH	23261	228059	2022	9	INV	P		97.70	291142	P&R MOWER 19465-SER
002304	BRACKMAN MOWER WAREH	23262	228058	2022	9	INV	P		180.00	291142	P&R MOWER 20823-SER
002304	BRACKMAN MOWER WAREH	23263	228057	2022	9	INV	P		118.65	291142	P&R MOWER 21451-SER
002304	BRACKMAN MOWER WAREH	23264	228056	2022	9	INV	P		215.95	291142	P&R MOWER 21325-SER
002304	BRACKMAN MOWER WAREH	23656	228118	2022	9	INV	P		84.80	291142	P&R MOWER 20822-SER
									1,434.94		
003380	LANCASTER'S MACHINE	25172	227640	2022	9	INV	P		590.00	291296	P&R GRNDS TRAILER T
003380	LANCASTER'S MACHINE	25202	227997	2022	9	INV	P		1,500.00	291296	P&R TRACTOR UNIT 21

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9					ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
													2,090.00			
004299	SOUTHERN	TIRE	MART	L	2520091900	228109	2022	9	INV	P			27.00	291413	P&R UNIT 21325-FLAT	
004299	SOUTHERN	TIRE	MART	L	2520094390	228213	2022	9	INV	P			15.00	291413	P&R MOWER 21096-NEW	
004299	SOUTHERN	TIRE	MART	L	2520094508	228211	2022	9	INV	P			16.50	291413	P&R MOWER UNIT 2023	
													58.50			
ACCOUNT TOTAL													3,583.44			
002300	639000					COMMUNICATION EQ. R&M										
002535	COMSOUTH				200590	227641	2022	9	INV	P			44.50	291186	P&R RADIO UNIT 5294	
ACCOUNT TOTAL													44.50			
002300	639800					TOW IN CHARGES										
003869	PEANUTS	TOWING	SERVI		099868	0	2022	9	INV	P			85.00	291353	P&R TRK UNIT 18561-	
ACCOUNT TOTAL													85.00			
002300	643000					UNIFORM RENT										
002471	CINTAS	CORPORATION	#	4118471141	0	2022	9	INV	P				173.19	291167	P&R GRNDS MAINT UNI	
002471	CINTAS	CORPORATION	#	4119179222	0	2022	9	INV	P				173.19	291167	P&R GRNDS MAINT UNI	
002471	CINTAS	CORPORATION	#	4119864400	0	2022	9	INV	P				175.47	291167	P&R GRNDS MAINT UNI	
002471	CINTAS	CORPORATION	#	4120550085	0	2022	9	INV	P				178.76	291167	P&R GRNDS MAINT UNI	
002471	CINTAS	CORPORATION	#	4121332240	0	2022	9	INV	P				183.15	291167	P&R GRNDS MAINT UNI	
002471	CINTAS	CORPORATION	#	4121909729	0	2022	9	INV	P				179.16	291167	P&R GRNDS MAINT UNI	
													1,062.92			
ACCOUNT TOTAL													1,062.92			
002300	644900					OTHER RENT										
002071	AIRGAS	USA LLC (NORD			9988744787	0	2022	9	INV	P			77.40	291104	P&R GRNDS MAINT CYL	
002471	CINTAS	CORPORATION	#	4118470738	0	2022	9	INV	P				24.25	291169	P&R GRNDS MAINT MAT	
002471	CINTAS	CORPORATION	#	4119178741	0	2022	9	INV	P				24.25	291170	P&R GRNDS MAINT MAT	
002471	CINTAS	CORPORATION	#	4119863966	0	2022	9	INV	P				24.25	291170	P&R GRNDS MAINT MAT	
002471	CINTAS	CORPORATION	#	4120549628	0	2022	9	INV	P				24.25	291169	P&R GRNDS MAINT MAT	
002471	CINTAS	CORPORATION	#	4121331933	0	2022	9	INV	P				24.25	291169	P&R REC MAINT MAT R	
002471	CINTAS	CORPORATION	#	4121909329	0	2022	9	INV	P				24.25	291169	P&R GRNDS MAINT MAT	
002471	CINTAS	CORPORATION	#	5111117130	0	2022	9	INV	P				23.95	291170	P&R GRNDS MAINT FIR	
													169.45			
002472	CINTAS	FIRST AID	J71		5109723989	0	2022	8	INV	P			287.04	291171	P&R GRNDS MAINT-FIR	
047043	PORTABLE	TOILETS			91285	225799	2022	8	INV	P			2,729.00	291367	P&R TSP-TWO QUOTE P	
ACCOUNT TOTAL													3,262.89			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300	687000										
002037	AB SUPPORT SERVICES	3B2003			225007	2022	8	INV P	380.00		291100 MB# 2021-1274 JANIT
CUSTODIAL SERVICE											
ACCOUNT TOTAL									380.00		
002300	699900										
002071	AIRGAS USA LLC (NORD	9988012216			0	2022	9	INV P	77.40		291104 P&R GRNDS MAINT CYL
SERVICES NOT SPECIFIED											
002716	EDDIE PEARSON ROOFIN	1923			227970	2022	9	INV P	2,694.39		291209 P&R DAHMER PRESSBOX
002777	FAGAN TREE AND SPRAY	3775			227705	2022	9	INV P	535.00		291224 9THST/VETERAN/TSP-L
002777	FAGAN TREE AND SPRAY	3815			228051	2022	9	INV P	4,400.00		291224 P&R LABOR ONLY TO S
									4,935.00		
003764	NEEL-SCHAFFER INC	1079788			0	2022	9	INV P	448.86		291342 MB 2011-4/307 KAMPE
004176	SHERWIN-WILLIAMS COM	9348-5			227727	2022	9	INV P	342.49		291398 P&R PAINT MACHINE R
004596	WATER FLOW PRODUCTIO	11999			0	2022	9	INV P	483.98		291465 P&R TSP EMER IRRIGA
004596	WATER FLOW PRODUCTIO	12001			0	2022	9	INV P	332.80		291465 P&R CAMERON FIELD-E
									816.78		
047187	FOUR SEASONS LAWN	12741			0	2022	9	INV P	530.00		291234 P&R 38TH AVE LAWN M
047187	FOUR SEASONS LAWN	12742			0	2022	9	INV P	325.00		291234 P&R HARDY ST LABOR
									855.00		
ACCOUNT TOTAL									10,169.92		
ORG 002300 TOTAL									45,008.90		
002315			PKS/REC-REC.ADMIN/COM.REL.								
002315	535500										
003216	J M H GRAPHICS	34379			228154	2022	9	INV P	645.40		291271 STAFF SHIRTS
WEARING APPAREL											
ACCOUNT TOTAL									645.40		
002315	551000										
002492	CLEMTS HARDWARE	129911			228323	2022	9	INV P	594.00		291178 10 X 10 TENTS FOR S
RECREATIONAL SUPPLIES											
047471	SAMMY GRAHAM LLC	109			227853	2022	9	INV P	1,194.00		291391 CHLORINATOR
ACCOUNT TOTAL									1,788.00		
002315	603400										
002911	GOLDEN, NICHOLAS D	6.10.22			0	2022	9	INV P	50.00		291246 CONTRACT LABOR ADUL
OFFICIALS											
004221	SMITH, CARLTON L	6.10.22			0	2022	9	INV P	300.00		291402 CONTRACT LABOR ADUL
004416	TERRELL, WINSTON	6.10.22			0	2022	9	INV P	445.00		291430 CONTRACT LABOR ADUL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
004432 THOMPSON, JESSE	6.10.22		0	2022	9	INV P	435.00	291433	CONTRACT LABOR ADUL
004460 TROTTER, COREY	6.10.22		0	2022	9	INV P	385.00	291442	CONTRACT LABOR ADUL
004462 TROTTER, WILLIE	6.10.22		0	2022	9	INV P	200.00	291443	CONTRACT LABOR ADUL
047595 MARTIN DERRICAS	6.10.22		0	2022	9	INV P	125.00	291315	CONTRACT LABOR ADUL
048589 SMITH JELISA K	6.10.22		0	2022	9	INV P	100.00	291401	CONTRACT LABOR ADUL
048590 CRAWFORD OTTO	6.10.22		0	2022	9	INV P	275.00	291194	CONTRACT LABOR ADUL
048728 STALLINGS IVORY B	6.10.22		0	2022	9	INV P	125.00	291417	CONTRACT LABOR ADUL
048772 LEE ANTHONY	6.10.22		0	2022	9	INV P	325.00	291301	CONTRACT LABOR ADUL
048911 HAIGHT MATTHEW S	6.9.22		0	2022	9	INV P	100.00	291252	CONTRACT LABOR DIXI
048912 LEGGETT CHARLES P JR	6.9.22		0	2022	9	INV P	100.00	291302	CONTRACT LABOR DIXI
ACCOUNT TOTAL							2,965.00		
002315 604900						OTHER PROFESSIONAL SERV.			
002540 CONNER, TOBARRA	6.10.22		0	2022	9	INV P	200.00	291188	CONTRACT LABOR ADUL
002908 GLOBAL SECURITY COMP	06.01.22		0	2022	9	INV P	900.00	291244	ADULT SOFTBALL SECU
002908 GLOBAL SECURITY COMP	1564		0	2022	9	INV P	280.00	291244	ADULT BASKETBALL SE
							1,180.00		
002950 GRIFFIN, GABRIEL	001		0	2022	9	INV P	634.00	291248	ASSIGNER'S FEES FOR
002965 GUTHRIE, JONI S	6.9.22		0	2022	9	INV P	270.00	291250	CONTRACT LABOR SENI
003313 KETTLEY, ANNETTE	6.10.22		0	2022	9	INV P	230.00	291291	CONTRACT LABOR ADUL
003508 MARTIN, MAGDALINE	6.10.22		0	2022	9	INV P	144.00	291316	CONTRACT LABOR SENI
003958 POWELL, RANDY	6.10.22		0	2022	9	INV P	580.00	291369	CONTRACT LABOR ADUL
004323 SPORTS ILLUSTRATED P	528011		0	2022	9	INV P	106.00	291416	MAY INVOICE FOR T&F
004323 SPORTS ILLUSTRATED P	529261		0	2022	9	INV P	10.00	291416	ADULT SOFTBALL SPRI
							116.00		
004415 TERRELL, MICHAEL J	6.10.22		0	2022	9	INV P	80.00	291429	CONTRACT LABOR ADUL
004661 WILLIAMS, MICHELLE K	5.31.22		0	2022	9	INV P	1,500.00	291471	AQUATIC SERVICES MA
047494 WISEMAN ERIC	6.10.22		0	2022	9	INV P	320.00	291472	CONTRACT LABOR ADUL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
048422	RAY NANCY REBEKAH	6.10.22	0	2022	9	INV P	150.00	291376	CONTRACT LABOR SENI
048910	BARHAM BRENT K	6.9.22	0	2022	9	INV P	60.00	291135	CONTRACT LABOR DIXI
ACCOUNT TOTAL							5,464.00		
002315	604919			OTH PROF SERV-ART CENTER					
047971	BRETT CUMMINS	06022022	0	2022	9	INV P	975.00	291144	ART CLASSES
048656	HOLLEY REBECCA RUMBA	06022022	0	2022	9	INV P	150.00	291261	LIVE MUSIC
ACCOUNT TOTAL							1,125.00		
002315	612000			FREIGHT					
047471	SAMMY GRAHAM LLC	109	227853	2022	9	INV P	125.00	291391	CHLORINATOR
ACCOUNT TOTAL							125.00		
002315	630000			GAS					
004321	SPIRE	G2022 05.26.22	0	2022	9	INV P	20.00	291415	SPIRE VARIOUS DEPTS
ACCOUNT TOTAL							20.00		
002315	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2022-06/02	0	2022	9	INV P	1,119.32	291332	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	e2022-11-MAY	0	2022	9	INV P	5,548.65	291332	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2022-23 MAY	0	2022	8	INV P	13,335.05	291332	MISSISSIPPI POWER-V
							20,003.02		
ACCOUNT TOTAL							20,003.02		
002315	639600			SIGN PAINTING					
004205	SIGNS FIRST	H-80523	227942	2022	9	INV P	295.00	291400	ART CENTER BANNERS
ACCOUNT TOTAL							295.00		
ORG 002315 TOTAL							32,430.42		
FUND 002 PARKS & RECREATION FUND							TOTAL:	77,439.32	

YEAR/PERIOD: 2022/8		TO 2022/9																	
ACCOUNT/VENDOR				INVOICE				PO		YEAR/PR		TYP S		WARRANT		CHECK		DESCRIPTION	
009660				W&S O&M-CUSTOMER ACCT. DIV.															
009660 501000				OTHER EXPENDABLE				OFF.SPL											
004327 STANDARD OFFICE SUPP H04950-00				228325		2022 9 INV P				271.98						291418 OFFICE SUPPLIES WAT			
004327 STANDARD OFFICE SUPP H04950-01				228325		2022 9 INV P				25.05						291418 OFFICE SUPPLIES WAT			
004327 STANDARD OFFICE SUPP H04952-00				228325		2022 9 INV P				69.14						291418 OFFICE SUPPLIES WAT			
										366.17									
				ACCOUNT TOTAL						366.17									
009660 545000				HAND TOOLS															
002442 CENTRAL PIPE SUPPLY S100297435.001				228119		2022 9 INV P				151.44						291162 MARKING PAINT WATER			
				ACCOUNT TOTAL						151.44									
009660 604900				OTHER PROFESSIONAL SERV.															
002146 ARNOLD LINE WATER AS 271419				0		2022 9 INV P				1,800.00						291117 MB 2021-839 PAYMENT			
002181 BADGER METER INC 80100150				0		2022 9 INV P				1,781.16						291133 M/B 2018-832 BEACO			
002665 DIXIE COMMUNITY UTIL DX 053122				0		2022 9 INV P				420.00						291205 SEWER READS MAY 202			
004003 RAWLS SPRINGS UTILIT RS 052022				0		2022 9 INV P				208.00						291374 SEWER READS MAY 202			
				ACCOUNT TOTAL						4,209.16									
009660 606000				TELEPHONE AND TELEGRAPH															
002160 AT&T MOBILITY 287273578351X060822				0		2022 9 INV P				589.54						291125 MB2016-287/WIRELESS			
				ACCOUNT TOTAL						589.54									
009660 607000				POSTAGE															
047562 ENCO UTILITY 22761				0		2022 9 INV P				2,015.82						291219 MB 2020-835 RT 3 BI			
047562 ENCO UTILITY 22995				0		2022 9 INV P				2,869.47						291219 MB 2020-835 RT1 BIL			
										4,885.29									
				ACCOUNT TOTAL						4,885.29									
009660 620000				PRINTING															
047562 ENCO UTILITY 22761				0		2022 9 INV P				821.21						291219 MB 2020-835 RT 3 BI			
047562 ENCO UTILITY 22995				0		2022 9 INV P				1,159.48						291219 MB 2020-835 RT1 BIL			
										1,980.69									
				ACCOUNT TOTAL						1,980.69									
009660 630500				ELECTRICITY															
003700 MS POWER COMPANY e2022-11-MAY				0		2022 9 INV P				521.62						291332 MISSISSIPPI POWER E			
				ACCOUNT TOTAL						521.62									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660	643000								
				UNIFORM RENT					
002471	CINTAS CORPORATION # 4120822836		0	2022	9	INV P	72.16	291168	S/C 8200044758 UNIF
002471	CINTAS CORPORATION # 4121470568		0	2022	9	INV P	94.32	291168	S/C 8200044758 UNIF
002471	CINTAS CORPORATION # 4122161576		0	2022	9	INV P	72.16	291168	S/C 8200044758 UNIF
							238.64		
				ACCOUNT TOTAL			238.64		
009660	687000								
				CUSTODIAL SERVICE					
002037	AB SUPPORT SERVICES 4B1003		225889	2022	8	INV P	550.00	291100	MB# 2022-58 JANITOR
				ACCOUNT TOTAL			550.00		
				ORG 009660	TOTAL		13,492.55		
009672				W&S O&M-WATER TRANSMISSION DIV					
009672	540500			CONCRETE, CEMENT, ETC.					
004586	WARREN PAVING INC 62882		228230	2022	9	INV P	1,007.63	291462	610 CRUSH CONCRETE
004586	WARREN PAVING INC 62924		228230	2022	9	INV P	725.84	291462	610 CRUSH CONCRETE
							1,733.47		
				ACCOUNT TOTAL			1,733.47		
009672	561000								
				PLUMBING SUPPLIES					
002559	CORE & MAIN (HD SUPP Q842734		227875	2022	9	INV P	2,403.36	291189	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP Q886439		227875	2022	9	INV P	127.92	291189	WAREHOUSE STOCK FOR
							2,531.28		
				ACCOUNT TOTAL			2,531.28		
009672	570000								
				MTR VEHICLE REP. PTS/SPL					
002166	AUTO ARMATURE SERVIC 28156		228044	2022	9	INV P	199.95	291129	BATTERY FOR UNIT #
002413	CARQUEST AUTO PARTS 14758-12178		228314	2022	9	INV P	44.41	291159	REPAIR PARTS FOR UN
002700	EAGLE TIRE AND SERVI INV064780		228313	2022	9	INV P	129.32	291207	TRAILER TIRE UNIT #
004466	TRUCKS PLUS AUTO ACC 44818		227974	2022	9	INV P	429.00	291445	TOOLBOX FOR UNIT #
004576	WALT MASSEY CHEVROLE 417052		228151	2022	9	INV P	562.33	291459	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			1,365.01		
009672	638400								
				MOTOR VEHICLE EQ. R&M					
002700	EAGLE TIRE AND SERVI INV064780		228313	2022	9	INV P	3.00	291207	TRAILER TIRE UNIT #
004576	WALT MASSEY CHEVROLE 417052		228151	2022	9	INV P	1,761.85	291459	REPAIRS TO UNIT # 2

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				1,764.85		
					ORG 009672 TOTAL				7,394.61		
009673					W&S O&M-WATER PLANT DIVISION						
009673 501000					OTHER EXPENDABLE OFF.SPL						
003772 NEWELL PAPER COMPANY 4132787					228197	2022	9	INV P	440.49	291343	PAPER GOODS FOR WAT
					ACCOUNT TOTAL				440.49		
009673 559000					OTHER OPERATING MATL/SPLY						
002383 C D W GOVERNMENT Z387233					228351	2022	9	INV P	953.74	291154	APPLE 11"I-PAD PRO
					ACCOUNT TOTAL				953.74		
009673 604900					OTHER PROFESSIONAL SERV.						
002094 ALLIED UNIVERSAL COR SB10002739					0	2022	8	INV P	3,000.00	291107	MB2020-179: REPLACE
002288 BONNER ANALYTICAL TE 76988					0	2022	9	INV P	605.90	291140	TESTING SAMPLE-- 31
002288 BONNER ANALYTICAL TE 77071					0	2022	9	INV P	2,294.58	291140	NPDES MONITORING FO
002288 BONNER ANALYTICAL TE 77077					0	2022	9	INV P	1,325.00	291140	JUNE 2022 ROUTINE S
									4,225.48		
002294 BOURNE BROTHERS PRIN 83657					228203	2022	9	INV P	100.00	291141	ANNUAL DRINKING WAT
002380 BYRD, WADE J. 062022BYRD					0	2022	9	INV P	3,000.00	291153	OPERATOR OF RECORD,
004143 SECURITY BLANKET 171396					0	2022	9	INV P	75.00	291396	SERVICE CALL, REPAI
004143 SECURITY BLANKET 176062					0	2022	9	INV P	206.25	291396	SERVICE CALL TO REP
004143 SECURITY BLANKET 176142					0	2022	9	INV P	335.00	291396	SERVICE CALL, REPAI
									616.25		
004270 SOUTHERN EXTERIORS F 12376					226123	2022	9	INV P	2,371.42	291406	FENCING FOR FULLER
004270 SOUTHERN EXTERIORS F 12381					226101	2022	9	INV P	3,273.28	291406	FENCING FOR CANAL P
									5,644.70		
					ACCOUNT TOTAL				16,586.43		
009673 630000					GAS						
004321 SPIRE G2022 5.26.22					0	2022	9	INV P	17.01	291415	SPIRE VARIOUS DEPT
004321 SPIRE G2022-06/04					0	2022	9	INV P	26.19	291415	SPIRE-VARIOUS DEPAR
									43.20		
					ACCOUNT TOTAL				43.20		
009673 630500					ELECTRICITY						
003700 MS POWER COMPANY E2022 6.1.22					0	2022	9	INV P	55.36	291332	MS POWER VARIOUS DE
003700 MS POWER COMPANY E2022-06/02					0	2022	9	INV P	27,632.54	291332	MISSISSIPPI POWER-V

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
003700	MS	POWER COMPANY		e2022-11-MAY	0	2022	9	INV	P	25,906.76		291332	MISSISSIPPI POWER E
003700	MS	POWER COMPANY		E2022-23 MAY	0	2022	8	INV	P	7,591.47		291332	MISSISSIPPI POWER-V
										61,186.13			
003873	PEARL	RIVER VALLEY	E	2022 5.25.22	0	2022	9	INV	P	113.40		291354	PRVEPA VARIOUS DEPT
003873	PEARL	RIVER VALLEY	E	2022-06/06	0	2022	9	INV	P	103.71		291354	PEARL RIVER VALLEY
003873	PEARL	RIVER VALLEY	E	2022-31/MAY	0	2022	9	INV	P	5,689.69		291354	PEARL RIVE VALLEY E
										5,906.80			
ACCOUNT TOTAL										67,092.93			
009673	635000				BUILDING R&M								
004429	THOMPSON	BROTHERS	DR	9508	0	2022	9	INV	P	40,896.40		291432	TEARDOWN,INSPECT,RE
ACCOUNT TOTAL										40,896.40			
009673	643500				MOP-MAT-RAG RENT								
002471	CINTAS	CORPORATION	#	4121470865	0	2022	9	INV	P	23.31		291170	SC#8200044758- MOPS
002471	CINTAS	CORPORATION	#	4122161742	0	2022	9	INV	P	23.31		291170	sc#8200044758- MOP
										46.62			
ACCOUNT TOTAL										46.62			
009673	687000				CUSTODIAL SERVICE								
002037	AB	SUPPORT SERVICES	3B	2003	225007	2022	8	INV	P	380.00		291100	MB# 2021-1274 JANIT
ACCOUNT TOTAL										380.00			
009673	739900				OTHER EQUIPMENT								
003915	PINE BELT	CDJR, INC		103227	228378	2022	9	INV	P	34,405.00		291360	TWO QUOTE 2022 RAM
ACCOUNT TOTAL										34,405.00			
ORG 009673 TOTAL										160,844.81			
009676	W&S O&M-SEWER DIVISION												
009676	559000				OTHER OPERATING MATL/SPLY								
002471	CINTAS	CORPORATION	#	1903082702	228220	2022	9	INV	P	268.00		291167	GREEN NITRILE GLOVE
ACCOUNT TOTAL										268.00			
009676	561000				PLUMBING SUPPLIES								
002559	CORE & MAIN	(HD	SUPP	Q680411	227073	2022	9	INV	P	456.50		291189	WAREHOUSE STOCK FOR
002559	CORE & MAIN	(HD	SUPP	Q957524	227972	2022	9	INV	P	2,289.00		291189	WAREHOUSE STOCK FOR
										2,745.50			
ACCOUNT TOTAL										2,745.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009676	570000										
		002169	AUTOMOTIVE GLASS SPE	I249844	227665	2022	9	INV P	174.00	291132	RIGHT REAR DOOR GLA
		002565	COURTESY MOTORS INC	539980	228316	2022	9	INV P	15.12	291191	OIL INDICATOR FOR U
								ACCOUNT TOTAL	189.12		
009676	599000										
		002471	CINTAS CORPORATION #	1903082702	228220	2022	9	INV P	185.00	291167	GREEN NITRILE GLOVE
		003543	MCELHANEY PLUMBING I	292655	228412	2022	9	INV P	35.90	291320	HOSE & NOZZEL -- SE
								ACCOUNT TOTAL	220.90		
009676	604900										
		004270	SOUTHERN EXTERIORS F	12374	225834	2022	9	INV P	3,127.96	291406	FENCING FOR RICHBUR
		004270	SOUTHERN EXTERIORS F	12375	225871	2022	9	INV P	3,382.00	291406	FENCING FOR SALVATI
		004270	SOUTHERN EXTERIORS F	12382	226086	2022	9	INV P	2,376.20	291406	FENCING FOR SHADOW
									8,886.16		
								ACCOUNT TOTAL	8,886.16		
009676	630500										
		003700	MS POWER COMPANY	E2022-06/02	0	2022	9	INV P	723.34	291332	MISSISSIPPI POWER-V
		003700	MS POWER COMPANY	e2022-11-MAY	0	2022	9	INV P	5,142.38	291332	MISSISSIPPI POWER E
		003700	MS POWER COMPANY	E2022-23 MAY	0	2022	8	INV P	3,730.95	291332	MISSISSIPPI POWER-V
									9,596.67		
		004282	SOUTHERN PINE ELECTR	E2022 6.2.22	0	2022	9	INV P	227.84	291410	SOUTHERN PINE VARIO
		004282	SOUTHERN PINE ELECTR	E2022-0606	0	2022	9	INV P	968.71	291410	SOUTHERN PINE ELECT
									1,196.55		
								ACCOUNT TOTAL	10,793.22		
009676	636000										
		004058	RJM MCQUEEN CONTRACT	2626	0	2022	8	INV P	4,379.80	291382	MB2020-179: SEWER R
		004058	RJM MCQUEEN CONTRACT	2627	0	2022	8	INV P	8,147.40	291382	MB2020-179: SEWER R
		004058	RJM MCQUEEN CONTRACT	2628	0	2022	8	INV P	5,748.40	291382	MB2020-179: SEWER R
		004058	RJM MCQUEEN CONTRACT	2629	0	2022	8	INV P	5,588.90	291382	MB2020-179: SEWER R
		004058	RJM MCQUEEN CONTRACT	2630	0	2022	9	INV P	29,827.84	291382	MB2020-179:SEWER RE
		004058	RJM MCQUEEN CONTRACT	2631	0	2022	9	INV P	1,440.00	291382	MB2020-179:SEWER RE
		004058	RJM MCQUEEN CONTRACT	2632	0	2022	9	INV P	4,386.92	291382	MB2020-179:SEWER RE
									59,519.26		
								ACCOUNT TOTAL	59,519.26		
009676	638400										
		002169	AUTOMOTIVE GLASS SPE	I249844	227665	2022	9	INV P	95.00	291132	RIGHT REAR DOOR GLA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			95.00			
009676 638600					CONSTRUCTION EQUIP R&M						
002083 ALLBRITTON CHAIN SAW 13016					228278	2022	9	INV	P	67.36	291106 REPLACE BELT ON MOW
002083 ALLBRITTON CHAIN SAW 13063					228253	2022	9	INV	P	396.63	291106 REPAIRS TO HUSTLER
002083 ALLBRITTON CHAIN SAW 13179					228074	2022	8	INV	P	64.66	291106 REPAIRS ASSET # 216
								528.65			
					ACCOUNT TOTAL			528.65			
009676 643000					UNIFORM RENT						
002471 CINTAS CORPORATION # 4120823486					0	2022	9	INV	P	267.08	291167 SC#8200044758- UNIF
002471 CINTAS CORPORATION # 4121471345					0	2022	9	INV	P	267.08	291167 SC#8200044758 - UNI
002471 CINTAS CORPORATION # 4122162084					0	2022	9	INV	P	267.08	291167 SC#8200044758- UNIF
								801.24			
					ACCOUNT TOTAL			801.24			
					ORG 009676 TOTAL			84,047.05			
009677					W&S O&M-SEWER LAGOON DIV.						
009677 513000					CHEMICALS						
002094 ALLIED UNIVERSAL COR I2781856					228028	2022	9	INV	P	2,348.60	291107 CHLORINE & SULFUR D
002094 ALLIED UNIVERSAL COR I2781857					228028	2022	9	INV	P	5,725.75	291107 CHLORINE & SULFUR D
								8,074.35			
002443 CERTIFIED LABORATORI 7808038					228122	2022	9	INV	P	18,865.00	291163 CHERRY FLO FOR SEWE
					ACCOUNT TOTAL			26,939.35			
009677 602500					LEGAL						
004599 WATKINS & EAGAR 418351					0	2022	9	INV	P	1,462.00	291467 ENVIRONMENTAL MATTE
					ACCOUNT TOTAL			1,462.00			
009677 630500					ELECTRICITY						
003700 MS POWER COMPANY E2022-06/02					0	2022	9	INV	P	17,056.94	291332 MISSISSIPPI POWER-V
003700 MS POWER COMPANY e2022-11-MAY					0	2022	9	INV	P	41,051.32	291332 MISSISSIPPI POWER E
003700 MS POWER COMPANY E2022-23 MAY					0	2022	8	INV	P	588.40	291332 MISSISSIPPI POWER-V
								58,696.66			
003873 PEARL RIVER VALLEY E 2022 5.23.22					0	2022	9	INV	P	321.46	291354 PRVEPA VARIOUS DEPT
003873 PEARL RIVER VALLEY E 2022 5.25.22					0	2022	9	INV	P	536.75	291354 PRVEPA VARIOUS DEPT
003873 PEARL RIVER VALLEY E 2022-06/06					0	2022	9	INV	P	274.78	291354 PEARL RIVER VALLEY
003873 PEARL RIVER VALLEY E 2022-31/MAY					0	2022	9	INV	P	2,467.61	291354 PEARL RIVE VALLEY E
								3,600.60			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL		62,297.26			
009677 638000						FIXED EQUIPMENT R&M					
003348 L & A CONTRACTING CO 483-215						0	2022 8 INV P	36,785.00		291294	MB2016-64: LAGOONS
						ACCOUNT TOTAL		36,785.00			
						ORG 009677	TOTAL	127,483.61			
FUND 009 WATER & SEWER OPERATION/MAINT.						TOTAL:		393,262.63			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9																					
ACCOUNT/VENDOR				INVOICE				PO		YEAR/PR		TYP S		WARRANT		CHECK		DESCRIPTION			
011000				WATER & SEWER				BALANCE SHEET													
011000								METER SECURITY DEPOSITS													
002386 C. T. RENTALS				118013	84490	0	2022	9	INV	P	75.00		291157	METER	DEP	REF	84490				
002977 HALLMAN PROPERTIES 2				118160	84634	0	2022	9	INV	P	18.00		291253	METER	DEP	REF	84634				
002980 HALLMAN PROPERTY 19T				110099	85583	0	2022	9	INV	P	18.00		291254	METER	DEP	REF	85583				
003321 KIDS MARKET 2				119547	85975	0	2022	9	INV	P	33.60		291292	METER	DEP	REF	85975				
004024 REMAX REAL ESTATE 14				115822	85716	0	2022	9	INV	P	75.00		291379	METER	DEP	REF	85716				
004024 REMAX REAL ESTATE 14				119478	85910	0	2022	9	INV	P	18.00		291379	METER	DEP	REF	85910				
												93.00									
004620 WESLEY BRELAND REALT				118892	85344	0	2022	9	INV	P	9.76		291468	METER	DEP	REF	85344				
048059 ALLISON DEUS				116165	82704	0	2022	9	INV	P	75.00		291108	METER	DEP	REF	82704				
048561 JTM I, LLC 2				116118	82659	0	2022	9	INV	P	560.00		291287	METER	DEP	REF	82659				
048636 CHARLES MILLER				119393	85827	0	2022	9	INV	P	75.00		291165	METER	DEP	REF	85827				
048788 THOS TYNER				18895	1444	0	2022	9	INV	P	20.00		291434	METER	DEP	REF	1444				
048789 ROBERT DEMEESTER				21883	4433	0	2022	9	INV	P	40.00		291384	METER	DEP	REF	4433				
048790 WILBUR M SULLIVAN JR				67310	38853	0	2022	9	INV	P	40.00		291469	METER	DEP	REF	38853				
048791 BETTY J ANDRADE				72131	43138	0	2022	9	INV	P	40.00		291137	METER	DEP	REF	43138				
048792 LORI HELFRICH				82315	52252	0	2022	9	INV	P	40.00		291305	METER	DEP	REF	52252				
048793 DASIA DAVIS				102728	70514	0	2022	9	INV	P	18.00		291199	METER	DEP	REF	70514				
048794 ERIKA MUELLER				105687	73175	0	2022	9	INV	P	18.00		291222	METER	DEP	REF	73175				
048795 THERESA TRUSSELL				110042	77135	0	2022	9	INV	P	75.00		291431	METER	DEP	REF	77135				
048796 COLIN CAMERON				110805	77830	0	2022	9	INV	P	18.00		291181	METER	DEP	REF	77830				
048797 PHYLISTINE PITTMAN				111263	78254	0	2022	9	INV	P	18.00		291357	METER	DEP	REF	78254				
048798 BENJAMIN KIRKLAND				112922	79708	0	2022	9	INV	P	18.00		291136	METER	DEP	REF	79708				
048799 ANNA GIBBS				112177	79044	0	2022	9	INV	P	18.00		291116	METER	DEP	REF	79044				
048800 RACHELL WILLIAMS				115033	81645	0	2022	9	INV	P	18.00		291373	METER	DEP	REF	81645				
048801 SARAH POLLEY				115958	82511	0	2022	9	INV	P	18.00		291394	METER	DEP	REF	82511				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9																
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION					
048802	TIMOTHY CARNELL BOLT	116498 83008	0	2022	9	INV	P	18.00	291435	METER DEP REF	83008					
048803	MICHAEL B MILLER	117136 83631	0	2022	9	INV	P	18.00	291324	METER DEP REF	83631					
048804	TONY HAYNES	117184 83679	0	2022	9	INV	P	18.00	291436	METER DEP REF	83679					
048805	LYDIA R HARE	117443 83935	0	2022	9	INV	P	9.76	291308	METER DEP REF	83935					
048806	MAGGIE WIMBERLY	117562 84051	0	2022	9	INV	P	18.00	291310	METER DEP REF	84051					
048807	GENE ROST	118171 84645	0	2022	9	INV	P	18.00	291241	METER DEP REF	84645					
048808	ELLIOT ZALAZNIK	117874 84737	0	2022	9	INV	P	18.00	291214	METER DEP REF	84737					
048809	SAMANTHA GIBSON	118650 85114	0	2022	9	INV	P	18.00	291390	METER DEP REF	85114					
048810	JACKSON BROTHERS	118813 85270	0	2022	9	INV	P	18.00	291273	METER DEP REF	85270					
048811	PHO SAI GON LLC	118896 85348	0	2022	9	INV	P	58.60	291356	METER DEP REF	85348					
048812	PHO SAI GON 50	118979 85428	0	2022	9	INV	P	58.60	291355	METER DEP REF	85428					
048813	DEBORAH MYRICK	119178 85620	0	2022	9	INV	P	36.00	291200	METER DEP REF	85620					
048814	DAN MALONE	119220 85662	0	2022	9	INV	P	18.00	291198	METER DEP REF	85662					
048815	KATIE JAMES	119505 85934	0	2022	9	INV	P	18.00	291289	METER DEP REF	85934					
048816	SVN SOUTHGATE 101	119515 85943	0	2022	9	INV	P	75.00	291426	METER DEP REF	85943					
048817	EMPOWERING YOU INC	119586 86015	0	2022	9	INV	P	18.00	291218	METER DEP REF	86015					
048818	HUNG TA	119666 86093	0	2022	9	INV	P	75.00	291266	METER DEP REF	86093					
048851	JASPER PERRY	30641 13193	0	2022	9	INV	P	30.00	291279	METER DEP REF	13193					
048852	ILENE Q SAVOIE	87071 56439	0	2022	9	INV	P	75.00	291267	METER DEP REF	5643					
048853	SUANNE T YOUNG	19320 1869	0	2022	9	INV	P	40.00	291424	MTR DEP REF	1869					
048854	MYRTLE CAIN	20615 3164	0	2022	9	INV	P	40.00	291338	MTR DEP REF	3164					
048855	BOBBY EATON	87556 56867	0	2022	9	INV	P	75.00	291139	METER EP REF						
048856	JENNIFER PHILLIP	87822 57108	0	2022	9	INV	P	18.00	291280	METER DEP REF	57108					
048857	DENISE NABORS	94936 63568	0	2022	9	INV	P	75.00	291203	METER DEP REF	63568					
048858	PAMELA G ROLLINS	99678 67754	0	2022	9	INV	P	18.00	291350	METER DEP REF	67754					
048859	RYAN A MAY	101800 69691	0	2022	9	INV	P	18.00	291388	METER DEP REF	69691					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
048860 TAYLOR PRITCHETT	102521 70322	0	2022	9	INV	P	75.00	291427	METER DEP REF 70322
048861 MARY FEAGANS	103293 71007	0	2022	9	INV	P	9.76	291317	METER DEP REF 71007
048862 JALISA W BAKER	103342 71049	0	2022	9	INV	P	18.00	291277	METER DEP REF 71049
048863 MARINA LITTLE	103660 71335	0	2022	9	INV	P	18.00	291313	METER DEP REF 71335
048864 JANET K WILLIAMS	104130 71764	0	2022	9	INV	P	75.00	291278	METER DEP REF 71764
048865 VIRGINIA BURNS	105759 73240	0	2022	9	INV	P	18.00	291458	METER DEP REF 73240
048866 MICHAEL FRENCH	108605 75778	0	2022	9	INV	P	9.76	291325	METER DEP REF 75778
048867 JACOB S SMITH	109467 76576	0	2022	9	INV	P	18.00	291275	METER DEP REF 76576
048868 ROBBIE LEE	112635 79445	0	2022	9	INV	P	18.00	291383	METER DEP REF 79445
048869 HOWARD BASS	113935 80647	0	2022	9	INV	P	75.00	291263	METER DEP REF 80647
048870 DENNIS PIERCE	113976 80683	0	2022	9	INV	P	33.60	291204	METER DEP REF 80683
048871 HANNAH BORCHELT	114555 81200	0	2022	9	INV	P	18.00	291255	METER DEP REF 81200
048872 WILLIAM BAYES	114670 81308	0	2022	9	INV	P	75.00	291470	METER DEP REF 81308
048873 BRAD BURRELL	115324 81915	0	2022	9	INV	P	18.00	291143	METER DEP REF 81915
048874 SUSAN FITTS	115584 82165	0	2022	9	INV	P	75.00	291425	METER DEP REF 82165
048875 BUSTER TANNER	116152 82691	0	2022	9	INV	P	18.00	291152	METER DEP REF 82691
048876 EVAN HOGAN	116364 82886	0	2022	9	INV	P	18.00	291223	METER DEP REF 82886
048877 MATTHEW LEGG	117290 83782	0	2022	9	INV	P	18.00	291318	METER DEP REF 83782
048878 STORMY MIZELL	117309 83801	0	2022	9	INV	P	75.00	291422	METER DEP REF 83801
048879 ALYSSA STAUBACH	117689 84174	0	2022	9	INV	P	9.76	291110	METER DEP REF 84174
048880 GARY WYMAN	118004 84481	0	2022	9	INV	P	9.76	291240	METER DEP REF 84481
048881 ASTRID YAS WALKER	118884 85337	0	2022	9	INV	P	33.60	291118	METER DEP REF 85337
048882 JONATHAN COOPER	119131 85573	0	2022	9	INV	P	75.00	291285	METER DEP REF 85573
048883 JACQUELINE READY	119317 85755	0	2022	9	INV	P	75.00	291276	METER DEP REF 85755
048884 MARK WALTERS	119676 86103	0	2022	9	INV	P	75.00	291314	METER DEP REF 86103
048885 ALVIN L SMITH	119735 86160	0	2022	9	INV	P	35.00	291109	METER DEP REF 86160

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
048886	COMPLETE CARE	119778	86201	0	2022	9	INV P	35.00	291184	METER DEP REF	86201	
048887	DENISE N DENT	83460	53274	0	2022	9	INV P	18.00	291202	METER DEP REF	53274	
048888	CHANTERIA COLVIN	108622	75795	0	2022	9	INV P	25.00	291164	METER DEP REF	75795	
048889	SANDRA N ANDERSON	109532	76638	0	2022	9	INV P	18.00	291392	METER DEP REF	76638	
048890	STEVEN T SCOTT	113655	80395	0	2022	9	INV P	16.60	291420	METER DEP REF	80395	
048891	KASON SMITH	114429	81089	0	2022	9	INV P	18.00	291288	METER DEP REF	81089	
048894	HANNAH DARPIN	117853	84330	0	2022	9	INV P	35.00	291256	METER DEP REF	84330	
048895	JACK D WEBB	26739	9290	0	2022	9	INV P	30.00	291272	METER DEP REF	9290	
048897	DENICE R LONG	78369	48774	0	2022	9	INV P	40.00	291201	METER DEP REF	48774	
048898	TRACTORS UNLIMITED L	96417	64855	0	2022	9	INV P	75.00	291438	METER DEP REF	64855	
048899	LORA SESSIONS	102789	70566	0	2022	9	INV P	75.00	291304	METER DEP REF	70566	
048900	BRIDGETT LOWE	107239	74535	0	2022	9	INV P	75.00	291145	METER DEP REF	74535	
048901	ERICA M HEIDELBERT	107604	74862	0	2022	9	INV P	18.00	291221	METER DEP REF	74862	
048902	BRYAN REID	111641	78579	0	2022	9	INV P	75.00	291149	METER DEP REF	78579	
048903	TRACY HOUSE	112772	79467	0	2022	9	INV P	251.76	291439	METER DEP REF	79567	
048904	ANDREW ELLARD	112954	79735	0	2022	9	INV P	75.00	291113	METER DEP REF	79735	
048905	ANDREW THORNTON	117522	84013	0	2022	9	INV P	18.00	291115	METER DEP REF	84013	
048906	ANDREW T SMITH	118793	85250	0	2022	9	INV P	35.00	291114	METER DEP REF	85250	
048907	ADAM WATKINS VENTURE	118908	85360	0	2022	9	INV P	18.00	291101	METER DEP REF	85360	
048908	ALIZZIE BOOTH	119116	85558	0	2022	9	INV P	18.00	291105	METER DEP REF	85558	
048913	FREDERICK VARNADO	116920	83416	0	2022	9	INV P	16.60	291236	METER DEP REF	83416	
ACCOUNT TOTAL								4,238.52				
011000	115000			COLLECTION FEES								
002058	ADELA INC	040201490000	4/30	0	2022	9	INV P	431.36	291102	4/2022	COLLECTIONS	
ACCOUNT TOTAL								431.36				
ORG 011000 TOTAL								4,669.88				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
011660		WATER & SEWER-CUST.ACCT.DIV.								
011660 6835WT		WATER RELATED REFUND								
048819	SOUTHERN COLONEL	82347 52283	0	2022	9	INV	P	1,600.07	291405	OVERPAYMENT 52283
048820	EMILY JACKSON	115564 82146	0	2022	9	INV	P	791.02	291216	OVERPAYMENT 82146
048857	DENISE NABORS	94936 635681	0	2022	9	INV	P	63.00	291203	OVERPAYMENT 63568
048874	SUSAN FITTS	115584 821651	0	2022	9	INV	P	63.00	291425	OVERPAYMENT 82165
048883	JACQUELINE READY	119317 857551	0	2022	9	INV	P	18.00	291276	OVERPAYMENT 85755
048897	DENICE R LONG	78369 487741	0	2022	9	INV	P	447.34	291201	OVERPAYMENT 48774
ACCOUNT TOTAL								2,982.43		
ORG 011660 TOTAL								2,982.43		
FUND 011 WATER & SEWER FUND					TOTAL:			7,652.31		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR		INVOICE			PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
039551					AIRPORT IMPR.-AIRPORT DIV						
039551 601500					ENGINEERING						
003385	LANDRY LEWIS GERMANY CN	22-3908-002	0	2022	9	INV	P	7,240.00		291297	BOBBY L. CHAIN AIRP
ACCOUNT TOTAL								7,240.00			
039551 729502					AIRPORT IMP-FAA						
002843	FORD ENGINEERING SER	2102060	0	2022	9	INV	P	2,472.41		291230	MB 2021-31 AIRPORT
002843	FORD ENGINEERING SER	211116G	0	2022	9	INV	P	20,047.83		291230	MB 2021-306 TAXIWAY
								22,520.24			
ACCOUNT TOTAL								22,520.24			
ORG 039551					TOTAL			29,760.24			
FUND 039 AIRPORT IMPROVEMENT FUND								TOTAL:	29,760.24		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201	MUN.ROAD&BRIDGE-STREET DIV								
072201	601500			ENGINEERING					
003764	NEEL-SCHAFFER INC	1079802	0	2022	9	INV P	5,360.00	291342	MB 2011-4/307 4TH S
003764	NEEL-SCHAFFER INC	1079807	0	2022	9	INV P	933.05	291342	MB 2011-4/307 FRONT
003764	NEEL-SCHAFFER INC	1079808	0	2022	9	INV P	5,852.49	291342	MB 2011-4/307 40TH
003764	NEEL-SCHAFFER INC	1079809	0	2022	9	INV P	28,800.00	291342	MB 2021-399 LINCOLN
							40,945.54		
004197	SHOWS DEARMAN & WAIT	22779	0	2022	9	INV P	11,741.06	291399	MB 2021-267 N 28TH
ACCOUNT TOTAL							52,686.60		
072201	601501			ENGINEERING-I&I STUDY					
004197	SHOWS DEARMAN & WAIT	22748	0	2022	9	INV P	3,756.50	291399	MB 2020-157 LINCOLN
ACCOUNT TOTAL							3,756.50		
072201	601700			APPRAISAL					
003420	LIGHTSEY & ASSOCIATE	PEPPERTREE -INV	0	2022	9	INV P	850.00	291303	NORTH 28TH AVE BRID
ACCOUNT TOTAL							850.00		
072201	636000			STREETS & STRUCTURES R&M					
047056	WARREN PAVING INC	227395.1	227395	2022	9	INV P	33,537.79	291463	PAVE ACCESS RD TO W
047056	WARREN PAVING INC	227486.1	227486	2022	9	INV P	22,190.01	291463	PAVE ALLEY FROM N.
							55,727.80		
ACCOUNT TOTAL							55,727.80		
072201	723014			LAMAR BLVD-REGIONS					
004197	SHOWS DEARMAN & WAIT	22730	0	2022	9	INV P	3,675.00	291399	MB 2020-113 LAMAR B
ACCOUNT TOTAL							3,675.00		
072201	723025			CTRY.CLUB RD. INTERSECTN.					
004197	SHOWS DEARMAN & WAIT	22610	0	2022	9	INV P	7,790.14	291399	MB 2021-171 COUNTRY
004197	SHOWS DEARMAN & WAIT	22782	0	2022	9	INV P	16,824.51	291399	MB 2021-171 COUNTRY
							24,614.65		
ACCOUNT TOTAL							24,614.65		
072201	723043			MDOT-MARTIN LUTHER KIN					
003764	NEEL-SCHAFFER INC	1079798	0	2022	9	INV P	2,209.63	291342	MB 2018-41 MARTIN L
ACCOUNT TOTAL							2,209.63		
ORG 072201 TOTAL							143,520.18		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
FUND 072	MUNICIPAL ROAD & BRIDGE		TOTAL:					143,520.18	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570	MASS TRANSIT-TRANSPORTATION								
073570	559000								
003587	MID SOUTH GLASS INC	0049335	227783	2022	8	INV P	290.00		291326 REPLACING GLASS ON
						ACCOUNT TOTAL	290.00		
073570	571001								
048314	CREATIVE BUS SALES	XA1300000033:01	225646	2022	8	INV P	1,502.26		291195 REPLACE WINDOWS IN
						ACCOUNT TOTAL	1,502.26		
073570	606000								
002160	AT&T MOBILITY	287273578351X060822	0	2022	9	INV P	176.91		291125 MB2016-287/WIRELESS
004543	VERIZON WIRELESS	9906114966	0	2022	8	INV P	142.55		291456 PARATRANSIT TABLETS
						ACCOUNT TOTAL	319.46		
073570	612000								
048314	CREATIVE BUS SALES	XA1300000033:01	225646	2022	8	INV P	319.95		291195 REPLACE WINDOWS IN
						ACCOUNT TOTAL	319.95		
073570	620000								
002527	COMMERCIAL STATIONER	458001-0	227925	2022	8	INV P	48.50		291183 BUS PASSES FOR ASC
						ACCOUNT TOTAL	48.50		
073570	630500								
003700	MS POWER COMPANY	e2022-11-MAY	0	2022	9	INV P	1,054.73		291332 MISSISSIPPI POWER E
						ACCOUNT TOTAL	1,054.73		
073570	638501								
002739	EMPIRE TRUCK SALES(J	RE006035818:01	228120	2022	8	INV P	1,226.03		291217 DIAGNOSTIC CHARGE F
048167	MUNN WILLIAM JUSTICE	1089	228168	2022	8	INV P	480.00		291337 CHECK ENGINE LIGHT
						ACCOUNT TOTAL	1,706.03		
073570	643000								
002471	CINTAS CORPORATION #	4120106375	0	2022	8	INV P	130.75		291167 UNIFORM RENTAL
						ACCOUNT TOTAL	130.75		
073570	686800								
002956	GROVE TRANSIT	4.24-5.7.22	0	2022	9	INV P	5,082.50		291249 JARC 4-24-22 TO 5-7
002956	GROVE TRANSIT	5/8-5/21/22	0	2022	9	INV P	4,635.00		291249 JARC RIDES 5.8-5.21
							9,717.50		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL		9,717.50			
073570	687000					CUSTODIAL SERVICE					
002037	AB SUPPORT SERVICES	4B1003	225889	2022	8	INV	P	300.00		291100	MB# 2022-58 JANITOR
						ACCOUNT TOTAL		300.00			
073570	710029					TRANSIT FACILITY ARCHIT/DESIGN					
003490	MAJOR DESIGN STUDIO, 20070.2		0	2022	8	INV	P	11,625.00		291311	MB 2021-62 HUB CITY
						ACCOUNT TOTAL		11,625.00			
						ORG 073570	TOTAL	27,014.18			
FUND 073 MASS TRANSIT FUND						TOTAL:		27,014.18			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
075695					W&S CONSTR.-CAPITAL PROJECTS						
075695 601500					ENGINEERING						
002490	CLEARWATER	CONSULTAN	12.122202	0	2022	9	INV	P	14,068.00	291177	MB 2017-65 SOUTH LA
002490	CLEARWATER	CONSULTAN	12.42202	0	2022	9	INV	P	5,542.00	291177	MB 2017-65 MISCELAN
									19,610.00		
004197 SHOWS DEARMAN & WAIT 22731					0	2022	9	INV	P	8,200.00	291399 MB 2018-288 INFRAST
004197 SHOWS DEARMAN & WAIT 22734					0	2022	9	INV	P	123,681.34	291399 MB 2020-137 MLK ARE
004197 SHOWS DEARMAN & WAIT 22741					0	2022	9	INV	P	5,337.50	291399 MB 2012-1/34 GENERA
004197 SHOWS DEARMAN & WAIT 22777					0	2022	9	INV	P	2,255.00	291399 MB 2017-81 WATER PL
									139,473.84		
ACCOUNT TOTAL									159,083.84		
075695 722001					HALL AVENUE SEWER						
004197	SHOWS	DEARMAN & WAIT	22735	0	2022	9	INV	P	8,872.00	291399	MB 2021-45 HALL AVE
ACCOUNT TOTAL									8,872.00		
075695 722002					LONGLEAF HEIGHTS NORTH						
004197	SHOWS	DEARMAN & WAIT	22733	0	2022	9	INV	P	9,032.50	291399	MB 2019-237 LONGLEA
ACCOUNT TOTAL									9,032.50		
075695 724529					EAST JERUSALEM AREA						
004197	SHOWS	DEARMAN & WAIT	22732	0	2022	9	INV	P	735.00	291399	MB 2019-88 EAST JER
ACCOUNT TOTAL									735.00		
ORG 075695 TOTAL									177,723.34		
FUND 075 WATER&SEWER CONSTRUCTION FUND					TOTAL:			177,723.34			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	510000				CLEANING/JANITORIAL SPLY						
003772	NEWELL PAPER COMPANY	4130126		227630	2022	9	INV P	829.22		291343 JANITORIAL SUPPLIES	
ACCOUNT TOTAL								829.22			
077650	544000				HORT./LANDSCAPING SPLY.						
004547	VESELY'S NURSERY	00228088		228088	2022	9	INV P	432.00		291457 SPRING PLANTS FOR C	
ACCOUNT TOTAL								432.00			
077650	546000				MINOR EQUIPMENT						
003543	MCELHANEY PLUMBING I	292155		227794	2022	9	INV P	11.80		291320 MATERIAL TO REPAIR	
004256	SOLAR SUPPLY INC	3453094		228359	2022	9	INV P	70.78		291404 MATERIAL TO REPAIR	
ACCOUNT TOTAL								82.58			
077650	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X060822	0		2022	9	INV P	60.97		291125 MB2016-287/WIRELESS	
ACCOUNT TOTAL								60.97			
077650	630000				GAS						
004321	SPIRE	G2022 05.26.22	0		2022	9	INV P	323.48		291415 SPIRE VARIOUS DEPTS	
ACCOUNT TOTAL								323.48			
077650	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022-06/02	0		2022	9	INV P	4,351.32		291332 MISSISSIPPI POWER-V	
003700	MS POWER COMPANY	E2022-23 MAY	0		2022	8	INV P	3,707.43		291332 MISSISSIPPI POWER-V	
								8,058.75			
ACCOUNT TOTAL								8,058.75			
077650	635000				BUILDING R&M						
003804	OAK GROVE HEATING &	0000087100	0		2022	9	INV P	115.00		291347 SERVICE CALL TO REP	
003905	PIERCE PLUMBING INC	607785	0		2022	9	INV P	197.50		291358 TRAIN DEPOT REPAIR	
ACCOUNT TOTAL								312.50			
077650	639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	1933633	0		2022	9	INV P	520.00		291258 HAVARD PEST CONTROL	
ACCOUNT TOTAL								520.00			
077650	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4118054178	0		2022	9	INV P	189.47		291167 UNIFORM RENTAL FOR	
002471	CINTAS CORPORATION #	4118738615	0		2022	9	INV P	189.47		291167 UNIFORM RENTAL FOR	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
002471	CINTAS CORPORATION # 4119426238			0	2022	9	INV	P	189.47		291167	UNIFORM RENTAL FOR	
002471	CINTAS CORPORATION # 4120107069			0	2022	9	INV	P	189.47		291167	UNIFORM RENTAL FOR	
002471	CINTAS CORPORATION # 4120823944			0	2022	9	INV	P	189.47		291167	UNIFORM RENTAL FOR	
									947.35				
ACCOUNT TOTAL									947.35				
077650	715014	CULTURAL CENTER											
003718	MSP ENTERPRISES, LLC 053022-2			227650	2022	8	INV	P	19,415.00		291336	TWO QUOTE PAINT/REP	
ACCOUNT TOTAL									19,415.00				
ORG 077650 TOTAL									30,981.85				
FUND 077 COMMUNITY CENTERS' FUND									TOTAL:	30,981.85			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8		TO 2022/9									
ACCOUNT/VENDOR		INVOICE		PO		YEAR/PR TYP S		WARRANT		CHECK DESCRIPTION	
082285										CDBG-ENTITLEMENTS	
082285 500300										PAPER	
004328	STAPLES	3509128884	228169	2022	8	INV	P	125.97		291419	TRU RED 8.5 X 11 CO
ACCOUNT TOTAL								125.97			
082285 570000										MTR VEHICLE REP. PTS/SPL	
002413	CARQUEST AUTO PARTS	29400	228399	2022	9	INV	P	21.00		291160	PARTS FOR CCD TRUCK
ACCOUNT TOTAL								21.00			
082285 638400										MOTOR VEHICLE EQ. R&M	
002413	CARQUEST AUTO PARTS	14758-12413	228399	2022	9	INV	P	21.00		291161	PARTS FOR CCD TRUCK
004316	SPEEDY PRINTING & SI	30316	228136	2022	8	INV	P	175.00		291414	VEHICLE LETTERING F
ACCOUNT TOTAL								196.00			
082285 684000										DUES AND MEMBERSHIPS	
003710	MS STATE/SECRETARY O NP2		0	2022	9	INV	P	25.00		291333	NOTARY FEE FOR SHAR
003710	MS STATE/SECRETARY O NP2C		0	2022	9	INV	P	25.00		291334	NOTARY APPLICATION
								50.00			
ACCOUNT TOTAL								50.00			
082285 725401										CDBG FULL REHAB	
002487	CLEARPOINT CONSULTIN	2022-378_June13	0	2022	9	INV	P	1,200.00		291176	PROPERTY BOUNDARY SU
ACCOUNT TOTAL								1,200.00			
ORG 082285 TOTAL								1,592.97			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT								TOTAL:	1,592.97		

YEAR/PERIOD: 2022/8 TO 2022/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN							
086300 729506				HBURG AMERICAN ARTS CENTER							
002901	GILKEY	ELECTRIC	SUPP 355394	227754	2022	9	INV	P	4,050.00	291242	ELECTRICAL PARTS FO
ACCOUNT TOTAL									4,050.00		
086300 7295PR				CAPITAL PROJECTS							
002796	FASTSIGNS OF	HATTIES	2153-8791	228083	2022	9	INV	P	309.58	291226	THAMES ELEMENTARY D
003457	LOWE'S OF	HATTIESBUR	978508-IVYFUQ	227602	2022	9	INV	P	1,103.38	291306	THAMES ELEMENTARY D
047471	SAMMY GRAHAM	LLC	0174	227649	2022	9	INV	P	2,500.00	291391	THAMES ELEMENTARY P
047471	SAMMY GRAHAM	LLC	0175	226226	2022	9	INV	P	2,500.00	291391	4'x6' CONCRETE PAD
									5,000.00		
ACCOUNT TOTAL									6,412.96		
ORG 086300					TOTAL			10,462.96			
FUND 086				SPEC SALES TAX P&R/UNIV IMPROV				TOTAL:	10,462.96		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
088603					PUBLIC SAFETY/REC CONSTRUCTION							
088603 710022					POLICE DEPARTMENT							
004197		SHOWS DEARMAN & WAIT		22742	0	2022	9	INV	P	3,357.50	291399	MB 2012-1/34 SITE P
048777		JIM GILLILAND		11815	227928	2022	9	INV	P	4,651.91	291281	HATTIESBURG SAFETY
ACCOUNT TOTAL										8,009.41		
088603 729501					HALL AVENUE OVERPASS							
003764		NEEL-SCHAFFER INC		1079794	0	2022	9	INV	P	20,127.16	291342	MB 2019-115 HALL AV
003764		NEEL-SCHAFFER INC		1079795	0	2022	9	INV	P	62,032.58	291342	MB 2021-160 HALL AV
003764		NEEL-SCHAFFER INC		1079796	0	2022	9	INV	P	375.65	291342	MB 2021-160 HALL AV
003764		NEEL-SCHAFFER INC		1079797	0	2022	9	INV	P	3,353.47	291342	MB 2021-160 HALL AV
										85,888.86		
ACCOUNT TOTAL										85,888.86		
ORG 088603						TOTAL			93,898.27			
FUND 088		PUBLIC SAFETY/REC CONSTRUCTION					TOTAL:		93,898.27			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/9												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
097201			INFRA IMPROVE-INTRNT	SALES TAX								
097201	723029			HARDY ST ROUNDABOUT								
003764	NEEL-SCHAFFER INC	1079137	0	2022	9	INV P	14,847.43	291342	MB	2021-160	HARDY S	
003764	NEEL-SCHAFFER INC	1079792	0	2022	9	INV P	13,863.34	291342	MB	2021-143	HARDY S	
							28,710.77					
047056	WARREN PAVING INC	HARDY ROUNDABOUT #7	0	2022	9	INV P	314,922.20	291463	MB	2021-143	HARDY S	
				ACCOUNT TOTAL			343,632.97					
097201	723099			OTHER STREET IMPR.								
004197	SHOWS DEARMAN & WAIT	22737	0	2022	9	INV P	23,887.04	291399	MB	2021-323	HIGHWAY	
004579	WALTERS CONSTRUCTION	HWY 42 #2	0	2022	9	INV P	811,105.03	291460	MB	2021-388	HIGHWAY	
				ACCOUNT TOTAL			834,992.07					
			ORG 097201	TOTAL			1,178,625.04					
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:							1,178,625.04					

** END OF REPORT - Generated by Sherry Jackson **

|City of Hattiesburg, MS
|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		1,316,144.58
002	PARKS & RECREATION FUND		77,439.32
009	WATER & SEWER OPERATION/MAINT.		393,262.63
011	WATER & SEWER FUND		7,652.31
039	AIRPORT IMPROVEMENT FUND		29,760.24
072	MUNICIPAL ROAD & BRIDGE		143,520.18
073	MASS TRANSIT FUND		27,014.18
075	WATER&SEWER CONSTRUCTION FUND		177,723.34
077	COMMUNITY CENTERS' FUND		30,981.85
082	COMMUNITY DEVELOP. BLOCK GRANT		1,592.97
086	SPEC SALES TAX-P&R/UNIV IMPROV		10,462.96
088	PUBLIC SAFETY/REC CONSTRUCTION		93,898.27
097	INFRA IMPROVE-INTRNT SALES TAX		1,178,625.04
801	CLAIMS FUND		
		3,488,077.87	
	TOTAL	3,488,077.87	3,488,077.87

** END OF REPORT - Generated by Sherry Jackson **



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: June 17, 2022

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING JUNE 17, 2022

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
001 TMH		222831	N/A	AUDIT-INTERIM BILLING	6/17/22	1000373	32,400.00
001 TMH		222830	N/A	FINAL BILL-CASH RECONCILE ASSISTANC	6/17/22	1000374	22,925.00

TOTAL 55,325.00