



Tuesday, August 2, 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 Policy Items #29, #30 & #31 at the request of the Administration.

29. 2022-566 Approve Interlocal Agreement between the City of Hattiesburg and the Hattiesburg Public School District for a shared use softball facility.

30. 2022-567 Acknowledge bids received July 14, 2022 for the Jaycee Park Field Improvements Project and accept the bid of J. W. Chain Contractors, LLC as the lowest and best bid. Following negotiation pursuant to Section 31-7-13 (d)(iv), authorize the Mayor to execute contract upon preparation with J. W. Chain Contractors, LLC in the amount of \$4,080,927.25, subject to review and approval of the City Attorney and City Engineer.

31. 2022-565 Approve amendment to the contract between the City of Hattiesburg and the Hattiesburg Convention Commission for the management, operations and upkeep of the Hattiesburg Zoo as adopted August 18, 2020 at minute book # 2020-593.

Closed Session to determine the need for executive session

1. 2022-562 Relative to Miss. Code Ann. § 25-41-7 (4) (b), requested by Administration.

POLICY AGENDA

1. 2022-547 Approve the minutes for the July 18 & 19, 2022 meetings of the City Council.

2. 2022-519 Adopt a Resolution authorizing the employment of professionals in connection with the sale and issuance by the City of General Obligation Bonds of the City and/or a General Obligation Bond of the City for sale to the Mississippi Development Bank, all in an aggregate principle amount not to exceed \$5,500,000.00; and for related purposes.

3. **2022-521** Adopt a Resolution declaring the intention of the Mayor and the City Council of the City of Hattiesburg, Mississippi, to issue General Obligation Bonds of the City and/or a General Obligation Bond of the city for sale to the Mississippi Development Bank, all in an aggregate principal amount not to exceed \$5,500,000 to raise money for the purpose of financing various recreation related projects of the city, as provided herein, and for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 et seq., Senate Bill 2514 of the 2022 regular session of the Mississippi Legislature, and Sections 31-25-1 et seq., as amended and supplemented from time to time, including funding capitalized interest, if applicable, and paying the costs of borrowing, including any costs for bond insurance premium, if applicable; directing the publication of a notice of such intention; and for related purposes.
4. **2022-526** Adopt a Resolution setting Public Hearing on Tuesday, September 6th, 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.
5. **2022-527** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
6. **2022-528** Adopt a Resolution determining a tree at the property at 110 Park Avenue is a hazard and threat to the safety of the public and is in such a state of imminent danger as to be a menace to the health and safety of the community.
7. **2022-541** Adopt a Resolution to designate authorized representatives to act in an official capacity on behalf of the City of Hattiesburg as relates to the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program.
8. **2022-543** Adopt a Resolution declaring surplus a certain parcel of City-owned property at Parcel # 2-029K-09-209.00 and lot 14 of Parcel # 2-02K-09-208 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to BNO, LLC., in the amount of \$2,450.00 in accordance with 21-17-1.
9. **2022-542** Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 21626 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Cedric Bourn, in the amount of \$1000.00 in accordance with 21-17-1.
10. **2022-517** Approve Event Marketing Agreement with IMG College, LLC (Learfield Communications) for marketing partnership with USM Athletics for a three (3) year period beginning July 1, 2022 and ending June 30, 2025, in the annual amounts outlined herein and authorize the Mayor to execute the same.

- 11. 2022-553** Approve Engagement Letter with Adams and Reese, LLP, in the matter of City of Hattiesburg v. Valley Railroad Company Chancery Court #22-CV-00120-CS and authorize the Mayor to execute the same.
- 12. 2022-557** Approve an Agreement between the City of Hattiesburg and Tyler Technologies for the PACE premium maintenance and training program and authorize the Mayor to execute the same.
- 13. 2022-556** Approve a Fire Protection Agreement between the City of Hattiesburg and the University of Southern Mississippi to provide fire protection and related services for a one(1) year term in the amount of \$95,652.00 and authorize the Mayor to execute the same.
- 14. 2022-522** Approve Memorandum of Understanding between City of Hattiesburg Police Department and the Pine Belt Anti-Human Trafficking Task Force for a period beginning March 1, 2022 through March 1, 2025 as part of the collaborative to prevent human trafficking and authorize Chief of Police to execute the same.
- 15. 2022-514** Approve a Rental Agreement between the City of Hattiesburg and Toshiba Business Solutions for a copier that will be located in the Hattiesburg Police Department Community Relations Division for the amount of \$167.58 for 60 months and authorize the Mayor to execute the same.
- 16. 2022-537** Approve Emergency Roof Repair Agreements (CDBG Program) as referenced in the memo attached and authorize the Mayor to execute in triplicate.
- 17. 2022-518** Approve finding that pursuant to Miss. Code Ann. § 17-25-25 (5), the fair market value of that certain property described in the Quitclaim Deed from the City of Hattiesburg, Mississippi, to Midtown Montevista, LLC, is zero; that it is in the City's best interest to dispose of its interest, if any, in and to the subject property; and authorize the Mayor to execute said Quitclaim Deed to Midtown Montevista, LLC.
- 18. 2022-523** Approve Agreement between City of Hattiesburg and Martin Luther King Avenue Baptist Church, (110 Martin Luther King Avenue, Hattiesburg, MS 39401), for sound mitigation agreement related to the Hall Avenue Overpass project and authorize the Mayor to execute the same.
- 19. 2022-540** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 825 N Main Street for a monthly increase of \$29.77, and authorize the Mayor to execute the same.
- 20. 2022-538** Approve Change Order No. 1 with Walker Construction, LLC for the Elaine Circle Retaining Wall project increasing the contract amount \$5,875.80 for a total contract

amount of \$153,995.80; Authorize the mayor to execute in triplicate.

21. **2022-489** Approve renewal No. 3 of 3 possible of Contract with CrowderGulf, LLC for Debris Removal services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.
22. **2022-490** Approve renewal No. 3 of 3 possible of Contract with Debris Tech, LLC for Debris Monitoring services in the event of a disaster; Authorize the Mayor to execute renewal letter in duplicate.
23. **2022-548** Acknowledge bids received July 21, 2022 for the Lincoln Road Paving Project and accept the bid from Warren Paving, Inc. in the amount of \$1,539,552.90 for the base bid only; Authorize the mayor to execute contracts when prepared.
24. **2022-536** Acknowledge bids received July 21, 2022 for the Bobby L. Chain Airport Hangar 6 Door Replacement project and accept the bid from Chris Albritton Construction Co., Inc. in the amount of \$117,500.00; Authorize the mayor to execute contracts when prepared.
25. **2022-530** Authorize the Mayor to execute a Funding Agreement with the Department of Finance and Administration of the State of Mississippi and letter requesting a transfer of funds in the amount of \$250,000.00 for the disbursement of said funds to assist the City of Hattiesburg associated with flood control, detention basins or other infrastructure improvements in and around Gordon's Creek, as specified in Section 25 of House Bill 1353 of the 2022 Legislative session.
26. **2022-532** Authorize the Mayor to execute a Funding Grant Agreement with the Department of Finance and Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$250,000.00 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with improvements to Dabbs Street, as specified in Section 25) of House Bill 1353 of the 2022 legislative session.
27. **2022-529** Authorize the Mayor to execute a Funding Grant Agreement with the Department of Finance and Administration of the State of Mississippi and letter requesting the transfer of funds in the amount of \$1,750,000.00 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with improvements in infrastructure in the Midtown area of the city, as specified in Section 25 of House Bill 1353 of the 2022 Legislative session.
28. **2022-544** Authorize submission of the 2022 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$23,492 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$14,095 Hattiesburg/ \$9,397 Forrest County) and authorize the Mayor to execute the same.

29. **2022-566** Approve Interlocal Agreement between the City of Hattiesburg and the Hattiesburg Public School District for a shared use softball facility.

30. **2022-567** Acknowledge bids received July 14, 2022 for the Jaycee Park Field Improvements Project and accept the bid of J. W. Chain Contractors, LLC as the lowest and best bid. Following negotiation pursuant to Section 31-7-13 (d)(iv), authorize the Mayor to execute contract upon preparation with J. W. Chain Contractors, LLC in the amount of \$4,080,927.25, subject to review and approval of the City Attorney and City Engineer.

31. **2022-565** Approve amendment to the contract between the City of Hattiesburg and the Hattiesburg Convention Commission for the management, operations and upkeep of the Hattiesburg Zoo as adopted August 18, 2020 at minute book # 2020-593.

ROUTINE AGENDA

1. **2022-525** Acknowledge receipt of the two quote docket.

2. **2022-520** Acknowledge Proof of Publications for Hub City Spokes for the month of June 2022.

3. **2022-539** Acknowledge no bids were received July 21, 2022 for the FTA Sidewalk Project - Hardy Street & Kamper Park, and Authorize re-advertisement for bids for same.

4. **2022-554** Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the fiscal year beginning October 1, 2022 and ending September 30, 2023; authorize publication of public notice setting a hearing for September 6, 2022 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

5. **2022-555** Acknowledge receipt of Phillip McSwain certificates of attendance of the Municipal Court Clerks Statewide Seminar.

6. **2022-545** Authorize and approve publication setting a Public Comment Period for the City's 2022 Edward Byrne Memorial Justice Assistance Grant application.

7. **2022-524** Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items

8. **2022-563** Approve and Authorize publication of a Request for Proposals for Construction Engineering and Inspection of the Hall Avenue Overpass-West project (Project No. FBLD-8769-00(001)/108639-801000).

9. 2022-531 Approve the updated Housing Rehabilitation and Housing Repair Grants Program Guidelines incorporating "Reconstruction" as a limited eligible activity.
10. 2022-534 Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
11. 2022-535 Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}
12. 2022-515 Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
13. 2022-516 Approve claims docket for the period ending July 31, 2022.

Departmental Budget Presentations

1. 2022-549 Transportation and Engineering Department
2. 2022-558 Parks and Recreation Department

In Memoriam:

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, August 2, 2022

Re: Approve Memorandum of Understanding between City of Hattiesburg Police Department and the Pine Belt Anti-Human Trafficking Task Force for a period beginning March 1, 2022 through March 1, 2025 as part of the collaborative to prevent human trafficking and authorize Chief of Police to execute the same.
File Number: 2022-522
Minute Book #

Summary

Approve Memorandum of Understanding between City of Hattiesburg Police Department and the Pine Belt Anti-Human Trafficking Task Force for a period beginning March 1, 2022 through March 1, 2025 as part of the collaborative to prevent human trafficking and authorize Chief of Police to execute the same.

Recommendation Statement

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

Please place this on the August 2, 2022 City Council meeting for consideration.

Memorandum of Understanding

MISSION STATEMENT: The Pine Belt Anti-Human Trafficking Task Force (Task Force) is a collaboration of federal, state, and local law enforcement agencies and victim service providers working to protect victims, prosecute offenders, and prevent human trafficking through a coordinated partnership.

To achieve that Mission, the Task Force will work for a minimum of three years toward the following goals:

- (1) To educate and raise awareness among law enforcement, service providers, and the community.
- (2) To coordinate the law enforcement response to human trafficking and for law enforcement to proactively identify, investigate, apprehend, and prosecute offenders.
- (3) To utilize a victim-centered approach to identify, rescue, protect, and provide comprehensive services for victims of human trafficking.

MEMBERSHIP: The Task Force, as initially formed, consists of:

- Task Force Lead Investigator;
- Forrest County Sheriff's Office
- Lamar County Sheriff's Office
- Columbia Police Department
- Hattiesburg Police Department
- Hattiesburg Public School District Police Department
- Petal Police Department
- Purvis Police Department
- Wiggins Police Department
- 12th Circuit Court District Attorney
- Mississippi Department of Public Safety
- Mississippi Office of Attorney General
- Federal Bureau of Investigation
- U.S. Immigration and Customs Enforcement
- The Center for Violence Prevention
- F.R.E.E. International

Other agencies will be included as identified.

Responsibilities: Each member agency agrees to support the overall Mission of the Task Force as set forth above. The Task Force will remain in place for a minimum of three years, specific to March 1, 2022 through March 1, 2025. In order to facilitate the goals of the Mission Statement, the member agencies agree to the following participation, including, but not limited to:

Task Force Lead Investigator

- Act as the lead investigator in operations and investigations;
- Submit intelligence and information related to human trafficking to the Mississippi Human Trafficking Coordinator to be maintained in accordance with state law;
- Identify law enforcement training needs related to human trafficking crimes;
- Assist with training of law enforcement officers in the identification of potential human trafficking victims, the techniques for successful investigation of complex human trafficking cases, and the procedures for referring victims to service providers;
- Assist with developing of and utilization of the law enforcement determination of certification of trafficking victims, which is essential for continued support services;
- Attend Task Force meetings and provide advice and support to Task Force members.

Forrest County Sheriff's Office, Lamar County Sheriff's Office

- Operating under a memorandum outlining concurrent jurisdiction among law enforcement agencies, provide law enforcement, investigative, and administrative support for identified human trafficking cases as needed on a case by case basis;
- Submit intelligence and information related to human trafficking to the Mississippi Human Trafficking Coordinator to be maintained in accordance with state law;
- Apply law enforcement agency's determination of certification of trafficking victims, which is essential for continued support services;
- Identify needs and begin to facilitate institutional changes necessary to make human trafficking a priority for the Sheriff's Office;
- Identify training needs related to human trafficking crimes within the Sheriff's Office and in the community;
- Attend Task Force meetings.

Columbia Police Department, Hattiesburg Police Department, Hattiesburg School District Police Department, Petal Police Department, Purovis Police Department, Wiggins Police Department

- Operating under a memorandum outlining concurrent jurisdiction among law enforcement agencies, provide law enforcement, investigative, and administrative support for identified human trafficking cases as needed on a case by case basis;
- Submit intelligence and information related to human trafficking to the Mississippi Human Trafficking Coordinator to be maintained in accordance

with state law;

- Apply law enforcement agency's determination of certification of trafficking victims, which is essential for continued support services;
- Attend Task Force meetings;
- Identify needs and begin to facilitate institutional changes necessary to make human trafficking a priority for the Police Department;
- Identify training needs related to human trafficking crimes within the Police Department and in the community.

12th Circuit Court District Attorney

- Identify needs and begin to facilitate institutional changes necessary to make human trafficking a priority for the District Attorney's Office;
- Provide an Assistant District Attorney, and other support staff as needed, for direction of case investigations and guidance toward the prosecution of human trafficking cases;
- Offer services or make referrals for victims and witnesses in all cases brought for prosecution;
- Attend Task Force meetings;
- Identify training needs related to human trafficking crimes within the District Attorney's Office.

Mississippi Office of Attorney General

- Provide a Special Assistant Attorney General, and other support staff as needed, for direction of case investigations and guidance toward the prosecution of human trafficking cases;
- Offer services or make referrals for victims and witnesses in all cases brought for prosecution;
- Utilizing statewide jurisdiction, provide investigative and other support for identified human trafficking cases across the state as needed;
- Provide support for Task Force members and attend Task Force meetings.

Mississippi Department of Public Safety

- Utilizing statewide jurisdiction, provide investigative and other support for identified human trafficking cases across the state as needed;
- Maintain a database of intelligence and information related to human trafficking gleaned from law enforcement officers and victim service providers;
- Provide support for Task Force members and attend Task Force meetings;
- Identify training needs related to human trafficking crimes within the agency.

Federal Bureau of Investigation

- Provide direction and guidance to the Task Force regarding investigating and prosecuting complex human trafficking cases;
- Provide investigative or administrative support as appropriate;
- Offer services or make referrals for victims and witnesses in all cases being investigated;
- Provide support for Task Force members and attend Task Force meetings;
- Identify training needs related to human trafficking crimes within the agency.

U.S. Immigration & Customs Enforcement

- Provide direction and guidance to the Task Force regarding investigating and prosecuting complex human trafficking cases;
- Assign one employee, and other support staff as needed, to assist with human trafficking cases as needed on a case by case basis;
- Provide investigative and other support for identified human trafficking cases as needed;
- Offer services or make referrals for victims and witnesses in all cases being investigated;
- Provide support for Task Force members and attend Task Force meetings.

The Center for Violence Prevention

- Provide comprehensive, victim-centered services to victims of human trafficking;
- Coordinate assistance with other social service providers as available;
- Provide victims of human trafficking with information about their rights and options so that victims can make informed choices;
- Coordinate information about possible cases and ongoing cases among Task Force members;
- Act as a liaison for victims and the involved law enforcement entities, when needed and requested;
- Facilitate the communication of victims' needs during investigation and prosecution and ensure that all involved organizations maintain a victim-centered approach to handling cases;
- Continue to educate the community about human trafficking and the collaborative efforts of service providers and law enforcement;
- Facilitate the development and coordination of training for victim service providers;
- Co-facilitate Task Force meetings;
- Provide support for Task Force members and attend Task Force meetings;
- Identify training needs for victim service providers related to human trafficking.

F.R.E.E. International

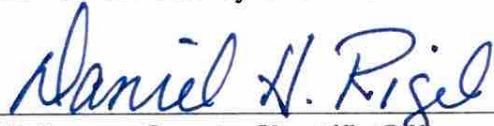
- Continue human trafficking education and awareness efforts;
- Identify further education and awareness needs within the community;
- Provide support for Task Force members and attend Task Force meetings.


Task Force Lead Investigator

5-2-22
Date


Sheriff, Forrest County Sheriff's Office

5/12/22
Date


Sheriff, Lamar County Sheriff's Office

5/13/22
Date


Chief of Police, Columbia Police Department

3-24-22
Date

Chief of Police, Hattiesburg Police Department

Date


Chief of Police, Hattiesburg School District Police Department

3.25.22
Date


Chief of Police, Petal Police Department

04-19-2022
Date


Chief of Police, Purvis Police Department

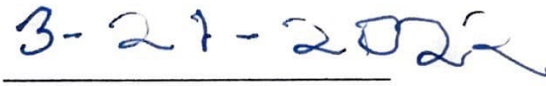
5/13/2022
Date


Chief of Police, Wiggins Police Department

03-24-2022
Date



District Attorney,
Forrest/Perry County District Attorney's Office



Date

Attorney General,
Mississippi Office of Attorney General

Date

Commissioner,
Mississippi Department of Public Safety

Date

Federal Bureau of Investigation

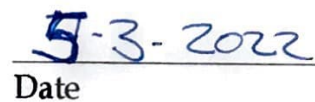
Date

Executive Director, Center for Violence Prevention

Date



Executive Director, F.R.E.E. International



Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Destiny McGinty, Purchasing

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 2, 2022

Re: Approve a Rental Agreement between the City of Hattiesburg and Toshiba Business Solutions for a copier that will be located in the Hattiesburg Police Department Community Relations Division for the amount of \$167.58 for 60 months and authorize the Mayor to execute the same.
File Number: 2022-514
Minute Book #

Summary

Rental Agreement-Toshiba Business Solutions for a Toshiba e-STUDIO4515AC

Recommendation Statement

I am recommending approval of this agreement.

Please place this on the August 2, 2022 City Council meeting for consideration.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **City of Hattiesburg, MS.** (hereinafter referred to as Customer), and **Toshiba Business Solutions** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Clark Lowery
Account Executive
990 North 16th Avenue
Laurel, MS. 39440

For the Customer:

Destiny McGinty
Technical Services Division Manager
300 Klondyke Street
Hattiesburg, MS. 39402

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

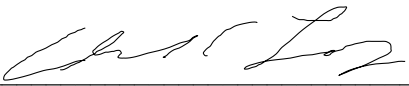
30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 2nd day of August, 2022.

Vendor: Toshiba Business Solutions

By: _____

Authorized Signature

Printed Name: Clark Lowery

Title: Senior Account Executive

Witness my signature this the 13th day of June, 2022.

Customer: City of Hattiesburg, MS.

By: _____

Authorized Signature

Printed Name: Destiny McGinty

Title: Technical Services Division Manager

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038146

Vendor Company Name: Toshiba Business Solutions

Customer Agency Name: City of Hattiesburg, MS. (Police Department)

Bill to Address: 300 Klondyke Street, Hattiesburg, MS. 39402

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Toshiba 4515ac, Document Feeder, Fax, Inner Finisher, 2000 Sheet Drawer	\$167.58

Delivery Schedule and Installation Date: Approximately July 8, 2022

Rental Term: 60 months

Start Date: October 1, 2022

End Date: September 30, 2027

Modifications:

Maintenance to be billed separately for 5000 images @ .01 quarterly and .06 per color image for a quarterly amount of \$50.06.

All service including parts and labor and all toner is included in maintenance agreement.

Vendor Signature



Customer Signature

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF RENTAL AGREEMENT

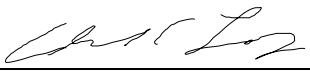
This Notice and Acknowledgment of Assignment of Rental Agreement ("Assignment Acknowledgment") is delivered by City of Hattiesburg, MS ("Customer") and **TOSHIBA BUSINESS SOLUTIONS (USA), INC.** ("vendor"), pursuant to Section 13 of the Rental Agreement for Use by Mississippi Agencies & Governing Authorities and Vendors, (revised date: July, 2015), dated on or about August 2, 2022 between Customer and Vendor (hereinafter, the "Agreement").

NOTICE: Vendor hereby gives notice to Customer that Vendor intends to assign, for equipment lease transaction financing purposes, all of Vendor's rights, title and interest, but not its obligations (except use of Equipment), in and to the Agreement and the underlying equipment, including the obligation to provide the right to use the Equipment, to **CIT Bank, a division of First-Citizens Bank & Trust Company** ("CIT Bank"). Notwithstanding such assignment, CIT Bank does not assume, nor will assume now or in the future, any obligations of Vendor under the Agreement as Vendor shall remain solely obligated to perform its obligations to Customer under the Agreement through the entire term thereof. Customer acknowledges receipt of this Assignment and hereby consents to the assignment of the Agreement to CIT Bank and acknowledges and agrees that CIT Bank does not and will not assume any Vendor obligations under the Agreement.

In order to accommodate Customer's billing requirements, unless Customer is notified otherwise, Vendor will invoice Customer for the periodic amounts owed under this Agreement on CIT Bank's behalf. Notwithstanding the foregoing, no amendment or other modification of the Agreement shall be effective unless such amendment or modification is agreed to by CIT Bank in writing.

Accepted and Agreed to this 2nd day of August, 2022.

VENDOR: Toshiba Business Solutions (USA), Inc.

By: 

Name: Clark Lowery

Title: Senior Account Executive

CUSTOMER:

By: _____

Name: _____

Title: _____

Fed Tax ID: _____

Receipt Acknowledged by CIT Bank

First-Citizens Bank & Trust Company

By: _____

Name: _____

Title: _____

Fed Tax ID: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Jennifer Shows, Grants Coordinator

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 2, 2022

Re: Approve Emergency Roof Repair Agreements (CDBG Program) as referenced in the memo attached and authorize the Mayor to execute in triplicate.
File Number: 2022-537
Minute Book #

Summary

Approve and authorize the Mayor to execute 6 Emergency Roof Repair agreements.

-

Recommendation Statement

I recommend approval of this item

Please place this on the August 2, 2022 City Council meeting for consideration.



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Sandra Jones of 1308 Country Club Road, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **1308 Country Club Road** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **1308 Country Club Road**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand eight hundred seventy-five dollars (\$14,875.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or



their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____



8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **1308 Country Club Road** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2022.

Sandra Jones	_____	Date	_____	Homeowner	_____	Date	_____
--------------	-------	------	-------	-----------	-------	------	-------

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 2, 2022

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. _____ I hereby agree to maintain flood insurance, when applicable.
11. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. _____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Sandra Jones of 1308 Country Club Road**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Sandra Jones of 1308 Country Club Road**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1308 Country Club Road**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 2, 2022

Attest: _____
Kermas Eaton, City Clerk



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Johnnie Watts of 1310 Country Club Road, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **1310 Country Club Road** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **1310 Country Club Road**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand nine hundred ninety-five dollars (\$14,995.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or



their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____



8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **1310 Country Club Road** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2022.

_____ Johnnie Watts	_____ Date	_____ Homeowner	_____ Date
------------------------	---------------	--------------------	---------------

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 2, 2022

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. _____ I hereby agree to maintain flood insurance, when applicable.
11. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. _____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, Johnnie Watts of 1310 Country Club Road, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Johnnie Watts of 1310 Country Club Road , is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1310 Country Club Road**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 2, 2022

Attest: _____
Kermas Eaton, City Clerk



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Dorothy McCullum of 605 Phoenix Circle, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **605 Phoenix Circle** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **605 Phoenix Circle**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause. The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand nine hundred ninety-five dollars (\$14,995.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The



cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____



8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **605 Phoenix Circle** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2022.

Dorothy McCullum _____ Date _____

Homeowner _____ Date _____

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 2, 2022

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. ____ I hereby agree to maintain flood insurance, when applicable.
11. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. ____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, Dorothy McCullum of 605 Phoenix Circle, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Dorothy McCullum of 605 Phoenix Circle**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **605 Phoenix Circle**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 2, 2022

Attest: _____
Kermas Eaton, City Clerk



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Kate McGee of 1208 Coit Street, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **1208 Coit Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **1208 Coit Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause. The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand eight hundred twenty-five dollars (\$14,825.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The

cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

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1. _____
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8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **1208 Coit Street** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2022.

Kate McGee

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By:

Toby Barker, Mayor

By:

Date: August 2, 2022

Date:

Attest:

Kermas Eaton, City Clerk

Attest:

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)

Emergency Repair Roof Initiative GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. _____ I hereby agree to maintain flood insurance, when applicable.
11. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. _____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Kate McGee of 1208 Coit Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Kate McGee of 1208 Coit Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1208 Coit Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 2, 2022

Attest: _____
Kermas Eaton, City Clerk

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

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4. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
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10. ____ I hereby agree to maintain flood insurance, when applicable.
11. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. ____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Kate McGee of 1208 Coit Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Kate McGee of 1208 Coit Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1208 Coit Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 2, 2022

Attest: _____
Kermas Eaton, City Clerk

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)

Emergency Repair Roof Initiative GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. _____ I hereby agree to maintain flood insurance, when applicable.
11. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. _____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Kate McGee of 1208 Coit Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Kate McGee of 1208 Coit Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1208 Coit Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 2, 2022

Attest: _____
Kermas Eaton, City Clerk



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Odis R. Travis of 313 Miller Street, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **313 Miller Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **313 Miller Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand five hundred forty-five dollars (\$14,545.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The

cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **313 Miller** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2022.

Odís R. Travis

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By: _____

Toby Barker, Mayor

By: _____

Date: August 2, 2022

Date: _____

Attest: _____

Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. ____ I hereby agree to maintain flood insurance, when applicable.
11. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. ____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Odis R. Travis of 313 Miller Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Odis R. Travis of 313 Miller Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **313 Miller Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 2, 2022

Attest: _____
Kermas Eaton, City Clerk



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Rogertha Jordan of 104 Lynnox Circle, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **104 Lynnox Circle** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **104 Lynnox Circle**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause. The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand eight hundred seventy-five dollars (\$14,875.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The



cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____



8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **104 Lynnox Circle** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2022.

Regertha Jordan

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By: _____

Toby Barker, Mayor

By: _____

Date: August 2, 2022

Date: _____

Attest: _____

Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. ____ I hereby agree to maintain flood insurance, when applicable.
11. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. ____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Regertha Jordan of 104 Lynnox Circle**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of ____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Regertha Jordan of 104 Lynnox Circle**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **104 Lynnox Circle**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 2, 2022

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 2, 2022

Re: Approve finding that pursuant to Miss. Code Ann. § 17-25-25 (5), the fair market value of that certain property described in the Quitclaim Deed from the City of Hattiesburg, Mississippi, to Midtown Montevista, LLC, is zero; that it is in the City's best interest to dispose of its interest, if any, in and to the subject property; and authorize the Mayor to execute said Quitclaim Deed to Midtown Montevista, LLC.
File Number: 2022-518
Minute Book #

Summary

Approve finding that pursuant to Miss. Code Ann. § 17-25-25 (5), the fair market value of that certain property described in the Quitclaim Deed from the City of Hattiesburg, Mississippi, to Midtown Montevista, LLC, is zero; that it is in the City's best interest to dispose of its interest, if any, in and to the subject property; and authorize the Mayor to execute said Quitclaim Deed to Midtown Montevista, LLC.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 2, 2022 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540

Return to:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg MS 39403-1898
(601) 545-4540

INDEXING INSTRUCTIONS:

A part of a tract or parcel of land containing 107 square feet, more or less, situated in Monte Vista Terrace Subdivision, Block 6, as recorded in book 7 page 10 of the office of the Chancery Clerk in 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 are hereby acknowledged, the undersigned, **GRANTOR**,

THE CITY OF HATTIESBURG
A Municipal Corporation
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone (601) 545-4540

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

MIDTOWN MONTEVISTA, LLC
A Mississippi Limited Liability Company
110 Sheffield Loop
Hattiesburg, MS 39402
Telephone: (601) 506-7776

any and all of the Grantor's right, title and interest in the following described real property, lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A part of a tract or parcel of land containing 107 square feet, more or less, situated in Monte Vista Terrace Subdivision, Block 6, as recorded in book 7 page 10 of the office of the Chancery Clerk in Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -00 degrees 15 minutes 38 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a #4 rebar found marking the Northeast corner of said Block 6, having a state plane coordinate of N:663513.84 E:827793.75, thence along the north line of said Block 6, North 88 degrees 36 minutes 02 seconds West 150.34 feet to a #4 rebar found; thence continue along said North line, north 88 degrees 50 minutes 22 seconds West 131.84 feet to a #5 rebar and cap set (N:663520.18, E:827511.65) marking POINT OF BEGINNING of the herein described tract:

Thence South 43 degrees 55 minutes 44 seconds West 20.50 feet to a #5 rebar and cap set on the East right-of-way line of South 31st Avenue; thence along the East line of said 31st Avenue, North 00 degrees 12 minutes 57 seconds East 15.05 feet to a #5 rebar and cap set; thence South 88 degrees 50 minutes 22 seconds East 14.17 feet to the POINT OF BEGINNING.

WITNESS MY SIGNATURE on this _____, 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 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.

NOTARY PUBLIC

My commission expires: _____.

(S E A L)

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for 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.

NOTARY PUBLIC

My commission expires: _____.

(S E A L)

General Notes

Underground utilities were not located for the purposes of this survey and all utility companies should be notified prior to commencement of any digging.

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83/2011) epoch 2010.00 values derived from the Gulf Coast Geospatial Center virtual network managed by USM - Station Name: ID: SAUDERTRC0072. The values for the SAUDER Station are as follows:

Latitude: N 30° 06' 39.74" 186"
Longitude: W 89° 06' 39.74" 186"
Ellipsoid Height: -8.335 (m)

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Materials used in preparation of this plat:

ALTA/NSPS survey by Pickering Engineering for Jones Company LLC

Point of Commencement coordinates:

North: 663513.84

East: 827793.76

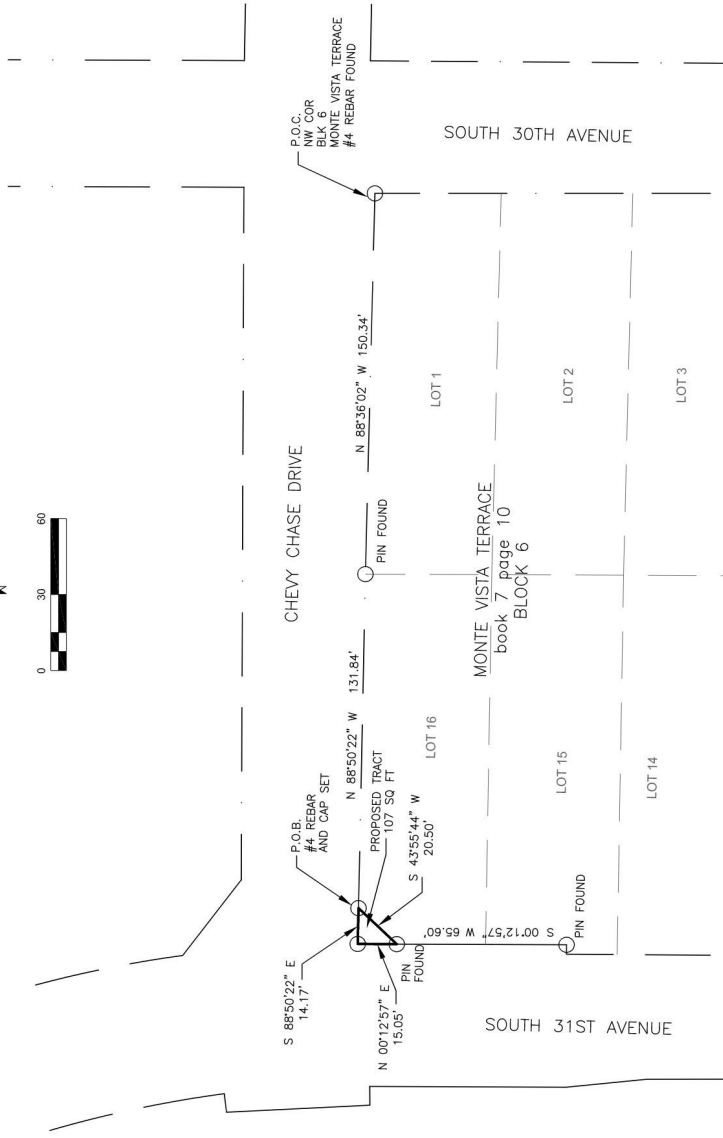
Zone: 18N 43° 55' 44"

Scale factor: 0.9997694

Point of Beginning coordinates

North: 663520.18

East: 827811.05



CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21-1 of the Mississippi Rules and Regulations of Procedure dated August 1, 2015 for a Class A Survey.

This map or plat and the survey upon which it is based, meets, or exceeds, the National Society of Professional Surveyors Model Standards for Property Surveys as approved by NSPS on March 12, 2016.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.



Date of FHM Survey: June 13, 2022

Dated: July 1, 2022

Proposed Tract Description:

A description of a tract or parcel of land containing 107 square feet, more or less, situated in Monte Vista Terrace Subdivision, Block 6, as recorded in book 7 page 10 of the office of the chancery clerk in Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.9997694, a convergence angle of 40 degrees 15 minutes 38 seconds developed at the below described commanding point and being more particularly described as follows:

Commencing at a #4 rebar found marking the Northeast corner of said Block 6, having a state plane coordinate of N663513.84, E827793.76, thence along the north line of said Block 6, North 88°50'22" West 131.84 feet to a #4 rebar and cap set; thence South 88°50'22" West 20.50 feet to a #4 rebar and cap set (N663520.18, E827811.05) marking **POINT OF BEGINNING** of the herein described tract;

Thence South 43 degrees 55 minutes 44 seconds West 20.50 feet to a #5 rebar and cap set on the East right of way line of South 31st Avenue; thence along the East line of said 31st Avenue, North 00 degrees 12 minutes 57 seconds East 15.05 feet to a #5 rebar and cap set; thence South 88 degrees 50 minutes 22 seconds East 14.17 feet to the **POINT OF BEGINNING**.

MAPTECH, INC. 3181 GREENTREE ROAD JACKSON, MISSISSIPPI 39209-4709 PHONE: (601) 984-1666 MAPTECH-SURVEY.COM	
<i>Proposed additional Right of Way Tract</i> for City of Hattiesburg	
DRAWING No.-NS-16886.000	JOB No.-NS-16886.000
DRAWN BY: J. Black	CHECKED BY: J. Black
SCALE: 1"=30'	DATE: 2 July 2022
SHEET 1 of 1	



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, August 2, 2022

Re: Approve Agreement between City of Hattiesburg and Martin Luther King Avenue Baptist Church, (110 Martin Luther King Avenue, Hattiesburg, MS 39401), for sound mitigation agreement related to the Hall Avenue Overpass project and authorize the Mayor to execute the same.
File Number: 2022-523
Minute Book #

Summary

Approve agreement between City of Hattiesburg and Martin Luther King Avenue Baptist Church, (110 Martin Luther King Avenue, Hattiesburg, MS 39401), for sound mitigation agreement related to the Hall Avenue Overpass project and authorize Mayor to execute the same.

Recommendation Statement

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

Please place this on the August 2, 2022 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the current infrastructure within Hattiesburg has over 20 railroad crossings. There are four Class I Railroads that run through the core of Hattiesburg including Norfolk Southern, Canadian National, Kanas City Southern, and Amtrack. While, the railroads have been a source of economic growth, the locations of the lines have often been a source of significant safety and delay issues. To that end, the City of Hattiesburg (“the City”) applied for and was awarded federal funding to construct an at-grade separation overpass over the Norfolk Southern Railroad line near the Hall Avenue crossing (“the overpass”). The City complied with all Department of Transportation environmental requirements related to this project; and

WHEREAS, Martin Luther King Avenue Baptist Church has its primary building located near the overpass, and, as a part of the environmental review, it has expressed to the City concern about increased and additional noise levels as a result of increased traffic over the overpass. Although data collected during the study established no expectation of a substantial increase of noise levels due to increased traffic, the data does indicate some degree of increased traffic. In an effort to mitigate any potential increase in noise resulting from the construction of the overpass, and to avoid the time and expense involved in potential litigation both now and in the future, the City and the Church have reached an agreement to resolve this issue.

NOW, THEREFORE, in consideration of the premises, the parties do agree as follows:

- A.** The City shall be responsible for providing and installing ***1. Heavy landscaping/tree buffer on City property between the overpass and Church property line. 2.***

Construct an eight (8) foot sidewalk on City property along Martin Luther King Avenue in front of the Church. 3. Construct lighting on City property along Martin Luther King Avenue in front of the Church. 4. Pave east alley for trash collection access upon receipt of easement from Church. 5. Install memorial 15'X 15' gazebo upon receipt of easement from Church.

- B.** The City shall provide *Three Hundred Forty-Two Thousand Six Hundred Forty-One Dollars and Eleven Cents (\$342,641.11)* payment to the Church as final environmental mitigation settlement for sound mitigation. The Church shall execute a full and complete release of any claims, both present and future, it may have against the City for noise abatement growing out of the construction and maintenance of the overpass.
- C.** The Church shall be responsible for providing and installing *1. Two (2) Replacement Church Signs. 2. Replacement Decorative Fencing. 3. Sound Mitigation as per attached Proposal #1011.* Item #11 from attached proposal #1011 (Plant back trees) \$4500 has been removed from Proposal #1011 as it is covered within the City's responsibilities.

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

CHURCH

Martin Luther King Avenue Baptist Church

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

ATTEST:

KERMAS EATON, CITY CLERK

(S E A L)

MARTIN LUTHER KING AVENUE CHURCH

110 MARTIN LUTHER KING AVENUE < HATTIESBURG, MS 39401

SAMUEL L. JOHNSON, PASTOR

PHONE: 228-596-1807 < EMAIL: SPAMWOOD@YAHOO.COM

To Whom it May Concern:

Martin Luther King Avenue Church is in agreement with the City of Hattiesburg's Proposed Overpass Project on Hall Avenue.

However we are still in negotiation concerning the cost impact to the church.

We are so far in agreement upon **\$342,641.11** in financial compensation in addition to:

1. **Heavy Landscaping / Tree Buffer (Includes Trees on the South Side of New Overpass and the South Side of New Alley Between Woodland Ct. & Charles St.)**
2. **Memorial Park (Pavilion & Sidewalks)**
3. **8' Sidewalk & Lighting Along MLK Ave.**
- 4.

Samuel L. Johnson, Pastor

Proposal

ADDRESS

Martin Luther King Avenue
Baptist Church
110 Martin Luther King Avenue
HATTIESBURG, MS 39401

PROPOSAL # 1011

DATE 04/22/2022

EXPIRATION DATE 06/11/2022

SALES REP

Claude Jackson, Jr.

ACTIVITY	QTY	RATE	AMOUNT
1. To install 3 Low E Glass Tempered 2/0 x 48.2" windows			
2. To install 30 Low E Glass Tempered 2/0 x 82 1/2"	1	32,371.45	32,371.45
3. To sound proof big stain glass windows on front with Low E tempered glass	1	22,371.88	22,371.88
4. Sound proof doors and glass around church 5 sold doors, glass commercial door, on side front commercial door with 2 glass side lights, door to sanctuary, 2 double commercial doors with side lights on each side of doors, Steel doors	1	4,597.78	4,597.78
Glass labor and Glass for commercial doors	1	5,500.00	5,500.00
5. To sound proof exterior and exterior walls of church.	1	0.00	0.00
6. Contract Price: Materials	1	75,700.00	75,700.00
7. Contract Price: Labor for plastering walls columns around church in and out	1	137,900.00	137,900.00
8. Rental of lift to do work	5	650.00	3,250.00
9. Installed fence around church 500 ft. Two 20 ft gate	1	55,650.00	55,650.00
10. Build back for sign and planted on side of church facing hall and rail road	1	5,300.00	5,300.00
11. Plant trees back	1	4,500.00	4,500.00

TOTAL

\$347,141.11

LESS item #11

- 4,500.00

342,641.11

Accepted By

Accepted Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 2, 2022

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 825 N Main Street for a monthly increase of \$29.77, and authorize the Mayor to execute the same.
File Number: 2022-540
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 825 N Main Street for a monthly increase of \$29.77, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 2, 2022 City Council meeting for consideration.

DATE:

7/21/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF

Hattiesburg

PHONE:

AUTHORIZED SIGNATURE

DATE:

DEVELOPER NAME

ACCOUNT #

93651-82028

DEVELOPER SIGNATURE

DATE:

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY (

C/O

DATE FAX 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-27) 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-22). Developer understands and agrees that OL-22 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

320 WATT LED

Add 1-320

L.E.P.

\$29.22 per month

OTHER FIXTURES

Light to be Installed at
825 N. Main St.

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 FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE 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, August 2, 2022

Re: Approve Change Order No. 1 with Walker Construction, LLC for the Elaine Circle Retaining Wall project increasing the contract amount \$5,875.80 for a total contract amount of \$153,995.80; Authorize the mayor to execute in triplicate.
File Number: 2022-538
Minute Book #

Summary

Approve Change Order No. 1 with Walker Construction, LLC for the Elaine Circle Retaining Wall project increasing the contract amount \$5,875.80 for a total contract amount of \$153,995.80; Authorize the mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 2, 2022 City Council meeting for consideration.

Change Order No. 1

Date of Issuance: July 13, 2022

Effective Date:

Owner: City of Hattiesburg

Owner's Contract No.:

Contractor: Walker Construction LLC

Contractor's Project No.:

Engineer: Shows, Dearman & Waits, Inc.

Engineer's Project No.: 1235-108

Project: Elaine Circle Retaining Wall Repair

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: The quantity of wall facing, including caps, required to complete the wall, was originally calculated to be 1,382 sq. ft. The manufacturer calculated the requirement at 1,510 sq. ft. and the contractor installed 1,479.93 sq. ft. as measured in the field.

Attachments: Quantities and costs revision sheet.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>148,120.00</u>	Original Contract Times: Substantial Completion: <u>60</u> Ready for Final Payment: <u>n/a</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0</u> Ready for Final Payment: <u>n/a</u> days
Contract Price prior to this Change Order: \$ <u>148,120.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>60</u> Ready for Final Payment: <u>n/a</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>5,875.80</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>n/a</u> days or dates
Contract Price incorporating this Change Order: \$ <u>153,995.80</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>n/a</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Project Engineer
Date: 7-25-2022

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: president
Date: 7/19/2022

Original Quantities and Costs

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
4	Retaining Wall System (Per MDOT Specification Section 809)	1,382	SF	\$60.00	\$ 82,920.00
Original Total					\$ 82,920.00

Revised Quantities and Costs

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
4	Retaining Wall System (Per MDOT Specification Section 809)	1,479.93	SF	\$60.00	\$ 88,795.80
Revised Total					\$ 88,795.80

Change					\$ 5,875.80
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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 2, 2022

Re: Approve renewal No. 3 of 3 possible of Contract with CrowderGulf, LLC for Debris Removal services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.
File Number: 2022-489
Minute Book #

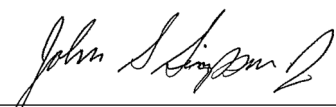
Summary

Approve renewal No. 3 of 3 possible of Contract with CrowderGulf, LLC for Debris Removal services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 2, 2022 City Council meeting for consideration.

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 6/23/2021		
PRODUCER Pathway Insurance Group, LLC 753 Nichols Avenue Fairhope, AL 36532			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED CrowderGulf, LLC 5629 Commerce Blvd. E Mobile, AL 36619			COMPANIES AFFORDING COVERAGE			
			COMPANY A THE GRAY INSURANCE COMPANY			
			COMPANY B			
			COMPANY C			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			COMPANY D			
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSGL-074436	8/1/2019	7/1/2022	GENERAL AGGREGATE	Unlimited
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS – COMP/OP AGG	\$3,000,000.00
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$100,000.00
					MED EXP (Any one person)	\$5,000.00
A	AUTOMOBILE LIABILITY	XSAL-075438	8/1/2019	7/1/2022	COMBINED SINGLE LIMIT	\$1,000,000.00
	☒ ANY AUTO				BODILY INJURY (Per person)	
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE	
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	
	☐ ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-100064	7/1/2021	7/1/2022	EACH OCCURRENCE	\$4,000,000.00
	☐ UMBRELLA FORM				AGGREGATE	\$4,000,000.00
	☒ OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-071166	8/1/2019	7/1/2022	☒ WC STATUTORY LIMITS	☐ OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☒ INCL ☐ EXCL				EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE – POLICY LIMIT	\$1,000,000.00
					EL DISEASE – EA EMPLOYEE	\$1,000,000.00
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. Debris removal for tornado date January 21, 2017						
CERTIFICATE HOLDER 2523#80 City of Hattiesburg Purchasing Clerk P. O. Box 1898 Hattiesburg, MS 39403			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.			
			AUTHORIZED REPRESENTATIVE			
						
GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY			

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

Ashley Ramsay-Naile
President
646-872-1548 Cell
jramsay@crowdergulf.com

Drew Sprinkle
Regional Manager
251-423-1100 Cell
atsprinkle@crowdergulf.com

Reid Loper
Vice President
678-477-3755 Cell
rloper@crowdergulf.com

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

July 12, 2022

Mr. Lamar Rutland
City Engineer
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

via email: lrutland@hattiesburgms.com

Re: Contract Renewal for Disaster Debris Removal and Disposal Services

Dear Mr. Rutland:

CrowderGulf has been providing the City of Hattiesburg Disaster Debris Removal and Disposal Services per the contract approved at the August 20, 2019 City Council meeting. The contract term will be for one (1) year with the option for three (3) renewals of one (1) year each.

If the City of Hattiesburg is in agreement to renew the existing contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of August 19, 2023.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the City of Hattiesburg requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at our Disaster Administration Office (DAO) 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,


Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Hattiesburg, MS

Signature

Name/Title

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 2, 2022

Re: Approve renewal No. 3 of 3 possible of Contract with Debris Tech, LLC for Debris Monitoring services in the event of a disaster; Authorize the Mayor to execute renewal letter in duplicate.
File Number: 2022-490
Minute Book #

Summary

Approve renewal No. 3 of 3 possible of Contract with Debris Tech, LLC for Debris Monitoring services in the event of a disaster; Authorize the Mayor to execute renewal letter in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 2, 2022 City Council meeting for consideration.

INDEPENDENT CONTRACTOR AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION is made and entered into effective as of the 12th day of July, 2022, by and between the CITY OF HATTIESBURG, MISSISSIPPI (the "City"), and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

WITNESSETH

WHEREAS, the parties entered into a certain Contractor Agreement for Disaster Debris Removal Services on the 19th day of August, 2019.

WHEREAS, the parties agree to extend the term of the Contractor Agreement in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contractor Agreement for DEBRIS MONITORING services for a period of 1 year, which shall be from the extension effective date to August 19, 2023.
2. This extension agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contractor Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contractor Agreement remain unchanged.

CITY OF HATTIESBURG, MS

By: _____

Title: _____

Date: _____

DEBRISTECH, LLC.

By: BRW_____

Title: President_____

Date: Jul 12, 2022_____

City of Hattiesburg Extension Agreement 2022

Final Audit Report

2022-07-12

Created:	2022-07-12
By:	Debra McCormick (debra@debristech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo30VDpvCnxKCn0M3Ddnl3oDvJPxuG-1k

"City of Hattiesburg Extension Agreement 2022" History

-  Document created by Debra McCormick (debra@debristech.com)
2022-07-12 - 4:47:51 PM GMT- IP address: 20.36.220.138
-  Document emailed to Brooks Wallace (brooks@debristech.com) for signature
2022-07-12 - 4:49:11 PM GMT
-  Email viewed by Brooks Wallace (brooks@debristech.com)
2022-07-12 - 4:50:48 PM GMT- IP address: 174.203.72.66
-  Document e-signed by Brooks Wallace (brooks@debristech.com)
Signature Date: 2022-07-12 - 4:51:23 PM GMT - Time Source: server- IP address: 174.203.72.66
-  Agreement completed.
2022-07-12 - 4:51:23 PM GMT



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 2, 2022

Re: Acknowledge bids received July 21, 2022 for the Lincoln Road Paving Project and accept the bid from Warren Paving, Inc. in the amount of \$1,539,552.90 for the base bid only; Authorize the mayor to execute contracts when prepared.
File Number: 2022-548
Minute Book #

Summary

Recommendation Statement

I recommend approval of this item.

Please place this on the August 2, 2022 City Council meeting for consideration.

July 25, 2022
N-S Project No. 17078.000

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

REFERENCE: LINCOLN ROAD PAVING PROJECT
HATTIESBURG, MISSISSIPPI

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware, there were two (2) bids submitted, opened, and read at the bid opening on July 21st, 2022, at 10:00 am. Upon review and tabulation of the bid received and opened, Warren Paving, was the low bidder in the amount of \$1,539,552.90 (Base Bid Only).

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

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

**Lincoln Road Paving Project
City of Hattiesburg
Forrest County Mississippi**

				Warren Paving P O Box 572 Hattiesburg, MS 39402		Dunn Roadbuilders P O Box 6560 Laurel, MS 39441	
Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension	Unit Price	Price Extension
202-B	REMOVAL OF ASPHALT PAVEMENT	SY	550	\$23.15	\$12,732.50	\$20.00	\$11,000.00
203-G	EXCESS EXCAVATION, FM, AH	CY	60	\$88.00	\$5,280.00	\$57.00	\$3,420.00
304-G	SIZE 610 CRUSHED STONE BASE, AEA	CY	60	\$211.00	\$12,660.00	\$269.00	\$16,140.00
403-A	9.5mm MIXTURE, MT, ASPHALT PAVEMENT	TON	3950	\$142.00	\$560,900.00	\$179.00	\$707,050.00
403-B	9.5mm MIXTURE, MT, ASPHALT PAVEMENT, LEVELING	TON	1800	\$140.00	\$252,000.00	\$186.00	\$334,800.00
406-D	FINE MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	44,500	\$3.85	\$171,325.00	\$4.30	\$191,350.00
407-A	ASPHALT FOR TACK COAT	GAL	6675	\$3.30	\$22,027.50	\$4.00	\$26,700.00
613-D	ADJUSTMENT OF MANHOLE, INC. CONCRETE PAD W/ REINFORCEMENT	EA	28	\$1,750.00	\$49,000.00	\$2,800.00	\$78,400.00
613-D	ADJUSTMENT OF WATER VALVE, INC. CONCRETE PAD W/ REINFORCEMENT	EA	17	\$1,750.00	\$29,750.00	\$2,400.00	\$40,800.00
618-A	MAINTENANCE OF TRAFFIC	LS	1	\$101,500.00	\$101,500.00	\$50,000.00	\$50,000.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00	\$10.00	\$10.00
620-A	MOBILIZATION	LS	1	\$125,000.00	\$125,000.00	\$200,000.00	\$200,000.00
626-C	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	100	\$1.10	\$110.00	\$1.00	\$100.00
626-D	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	12,145	\$1.10	\$13,359.50	\$1.00	\$12,145.00
626-E	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	19,416	\$1.10	\$21,357.60	\$1.00	\$19,416.00
626-G	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	2331	\$3.35	\$7,808.85	\$3.00	\$6,993.00
626-G	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	405	\$3.35	\$1,356.75	\$3.00	\$1,215.00
626-H	THERMOPLASTIC LEGEND, WHITE	LF	2593	\$4.40	\$11,409.20	\$4.00	\$10,372.00
626-H	THERMOPLASTIC LEGEND, WHITE	SF	1798	\$11.00	\$19,778.00	\$11.00	\$19,778.00
627-K	PERFORMANCE RAISED MARKERS	EA	115	\$11.00	\$1,265.00	\$11.00	\$1,265.00
627-L	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	1318	\$11.00	\$14,498.00	\$11.00	\$14,498.00
907-632-D	CONTROLLER, TYPE I	EA	3	\$5,000.00	\$15,000.00	\$4,744.00	\$14,232.00
907-637-C	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	LF	65	\$15.00	\$975.00	\$12.00	\$780.00
907-643-A	VIDEO VEHICLE DETECTION SENSOR, TYPE 3	EA	3	\$26,000.00	\$78,000.00	\$25,000.00	\$75,000.00
907-643-B	VIDEO VEHICLE DETECTION CABLE	LF	300	\$1.50	\$450.00	\$1.00	\$300.00
660-B	CABINET MODIFICATION	EA	3	\$4,000.00	\$12,000.00	\$3,410.00	\$10,230.00
Total Base Bid \$					\$1,539,552.90		\$1,845,994.00

Prices Bid & Approximate Quantities – Additive Alternate No. 1

Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension	Unit Price	Price Extension
202-B	REMOVAL OF ASPHALT PAVEMENT	SY	100	\$32.00	\$3,200.00	\$43.50	\$4,350.00
203-G	EXCESS EXCAVATION, FM, AH	CY	10	\$133.00	\$1,330.00	\$68.00	\$680.00
304-G	SIZE 610 CRUSHED STONE BASE, AEA	CY	10	\$245.00	\$2,450.00	\$259.00	\$2,590.00
403-A	9.5mm MIXTURE, MT, ASPHALT PAVEMENT	TON	4500	\$138.00	\$621,000.00	\$195.00	\$877,500.00
403-B	9.5mm MIXTURE, MT, ASPHALT PAVEMENT, LEVELING	TON	75	\$240.00	\$18,000.00	\$190.00	\$14,250.00
403-B	4.75mm MIXTURE, MT, ASPHALT PAVEMENT, LEVELING	TON	3380	\$157.00	\$530,660.00	\$223.00	\$753,740.00
403-C	19.0mm MIXTURE, MT, ASPHALT PAVEMENT, TRENCH WIDENING	TON	650	\$160.00	\$104,000.00	\$175.00	\$113,750.00
406-D	FINE MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	12,400	\$8.00	\$99,200.00	\$10.00	\$124,000.00
407-A	ASPHALT FOR TACK COAT	GAL	8900	\$3.30	\$29,370.00	\$4.10	\$36,490.00
618-A	MAINTENANCE OF TRAFFIC	LS	1	\$63,000.00	\$63,000.00	\$35,000.00	\$35,000.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00	\$10.00	\$10.00
620-A	MOBILIZATION	LS	1	\$26,000.00	\$26,000.00	\$125,000.00	\$125,000.00
626-A	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	LF	3330	\$1.10	\$3,663.00	\$2.20	\$7,326.00
626-C	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	16,362	\$1.10	\$17,998.20	\$2.00	\$32,724.00
626-D	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	16,868	\$1.10	\$18,554.80	\$2.00	\$33,736.00
626-E	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	18,300	\$1.10	\$20,130.00	\$2.20	\$40,260.00
626-G	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	1805	\$2.20	\$3,971.00	\$2.20	\$3,971.00
626-H	THERMOPLASTIC LEGEND, WHITE	LF	288	\$3.50	\$1,008.00	\$2.00	\$576.00
626-H	THERMOPLASTIC LEGEND, WHITE	SF	1477	\$11.00	\$16,247.00	\$5.00	\$7,385.00
627-K	RED-GLASS REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	156	\$11.00	\$1,716.00	\$22.00	\$3,432.00
627-L	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	1335	\$11.00	\$14,685.00	\$22.00	\$29,370.00
Total Additive Alternate No. 1 \$					\$1,596,193.00		\$2,246,140.00

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., Thursday, July 21, 2022 for the for City of Hattiesburg - Lincoln Road Paving Project


 Geoffrey Crosby, P.E.



Mississippi Professional Registration # 19984



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 2, 2022

Re: Acknowledge bids received July 21, 2022 for the Bobby L. Chain Airport Hangar 6 Door Replacement project and accept the bid from Chris Albritton Construction Co., Inc. in the amount of \$117,500.00; Authorize the mayor to execute contracts when prepared.
File Number: 2022-536
Minute Book #

Summary

Acknowledge bids received July 21, 2022 for the Bobby L. Chain Airport Hangar 6 Door Replacement project and accept the bid from Chris Albritton Construction Co., Inc. in the amount of \$117,000.00; Authorize the mayor to execute contracts when prepared.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 2, 2022 City Council meeting for consideration.



Engineering Progress

July 21, 2022

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

Attn: Lamar Rutland, P.E.

RE: Hangar 6 Door Replacement
Bobby L. Chain Airport
City of Hattiesburg, MS

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on July 21, 2022 for the above referenced project.

I am recommending Chris Albritton Construction Co., Inc. of Laurel, MS in the bid amount of One Hundred Seventeen Thousand, Five Hundred Dollars and Zero Cents (\$117,500.00).

Enclosed is a copy of the original bid from Chris Albritton Construction Co., Inc. and original bids from all other bidders.

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

Sincerely,

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

Shea E. McNease, P.E.
Project Engineer

/sm

RECEIVED
7/22/22

BID TAB				July 21, 2022		Chris Albritton Construction Company, Inc. 2100 Bush Dairy Road Laurel, MS 39443		JW Chain Contractors, LLC 20 Hegwood Road Hattiesburg, MS 39402		Argus Building Company P.O. Box 4261 Biloxi, MS 39535	
Project: Hangar 6 Door Replacement City of Hattiesburg - Bobby L. Chain Airport											
Project No. 11353											
BASE BID											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	1	LS	\$14,500.00	\$14,500.00	\$25,000.00	\$25,000.00	\$48,000.00	\$48,000.00		
2	Removal of Existing 18 x 80 Door	1	LS	\$25,000.00	\$25,000.00	\$13,200.00	\$13,200.00	\$28,000.00	\$28,000.00		
3	Installation & Modification of Existing Building	1	LS	\$28,000.00	\$28,000.00	\$20,762.00	\$20,762.00	\$34,500.00	\$34,500.00		
4	Installation of New Door	1	LS	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$57,500.00	\$57,500.00		
Bid Total:					\$117,500.00		\$118,962.00		\$168,000.00		

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on July 21, 2022, and that said tabulation is true and correct to the best of my belief.

Comments:


Shea E. McNease, P.E.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, August 2, 2022

Re: Authorize the Mayor to execute a Funding Agreement with the Department of Finance and Administration of the State of Mississippi and letter requesting a transfer of funds in the amount of \$250,000.00 for the disbursement of said funds to assist the City of Hattiesburg associated with flood control, detention basins or other infrastructure improvements in and around Gordon's Creek, as specified in Section 25 of House Bill 1353 of the 2022 Legislative session.
File Number: 2022-530
Minute Book #

Summary

Authorize Mayor to execute Funding Agreement with the Department of Finance and Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$250,000.00 for the disbursement of said funds to assist the City of Hattiesburg associated with flood control, detention basins or other infrastructure improvements in and around Gordon's Creek, as specified in Section 25 (tttt) of House Bill 1353 of the 2022 Legislative session.

Recommendation Statement

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

Please place this on the August 2, 2022 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Hattiesburg for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Hattiesburg in paying costs associated with the local project (hereinafter the “Project”) specified in Section 25(tttt) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$250,000.00 (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 25(tttt) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, the Legislature has appropriated funds to the City of Hattiesburg to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2022 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Hattiesburg shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Hattiesburg to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Hattiesburg is subject to the State’s procurement laws; and

WHEREAS, the City of Hattiesburg agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Hattiesburg agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Hattiesburg that the funds on deposit in the 2022 Local Improvements Projects Fund for the City of Hattiesburg should be disbursed to the City of Hattiesburg and that the City of Hattiesburg shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF HATTIESBURG AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Hattiesburg to pay the costs associated with the Project.

Section 2. The City of Hattiesburg certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Hattiesburg to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Hattiesburg agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Hattiesburg is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Hattiesburg agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Hattiesburg agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Hattiesburg agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Hattiesburg agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Hattiesburg
Attn: Toby Barker, Mayor
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898
Telephone: 601-545-4503 or 601-545-4680
Email: annjones@hattiesburgms.com or mberch@hattiesburgms.com

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Date: _____

EXHIBIT A

The City of Hattiesburg shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 08/02/2022

PROJECT NAME: HB 1353 Gordon's Creek

MAILING
ADDRESS: P.O. Box 1898

Hattiesburg, MS 39403



CONTACT UPDATE LIST

PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Malcolm Berch	(601) 545-4680	mberch@hattiesburgms.com
Lisa Hanson	(601) 554-1034	lhanson@hattiesburgms.com
Ann Jones	(601) 545-4503	annjones@hattiesburgms.co

M. Ann
Jones

Digitally signed by M. Ann
Jones
Date: 2022.07.22
09:54:00 -05'00'

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____

Date

Mrs. Gilda Reyes, Bond Advisory Director
MS Department of Finance and Administration
501 North West Street, Suite 1301
Jackson, Mississippi 39201

Re: Request for Project Funding
2022 Local Improvements Projects Fund

Dear Mrs. Reyes:

We are requesting that the Department of Finance and Administration (DFA) transfer **\$250,000.00** of State Funds, as authorized by **Section 25(tttt) of House Bill 1353, 2022 Regular Legislative Session**, for the **City of Hattiesburg (flood control, detention basins or other infrastructure improvements in and around Gordon's Creek)**.

Our electronic payment information is as follows:

Bank Name: Trustmark

Routing No.: 0653000279

Account No.: 480-012-680-5

MAGIC Vendor No.: **3100021448**

We appreciate your assistance.

Toby Barker, Mayor

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CITY OF HATTIESBURG, MS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

GOVERNMENT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 1898

6 City, state, and ZIP code

HATTIESBURG, MS 39403

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 4 - 6 0 0 0 4 3 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Lisa Hanson

Date ►

1/31/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

MAJ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

MAJ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This account is only for the funds in HB1353. No other funds can be in this account (even if you have received prior funding for the same project).

MAJ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January – March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

MAJ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

MAJ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

MAJ 6) Bank fees cannot be paid with funds. Please confirm that no fees will be charged by your bank. If the bank does charge fees, the bank will have to refund the fees or you will be responsible to pay those fees.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, August 2, 2022

Re: Authorize the Mayor to execute a Funding Grant Agreement with the Department of Finance and Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$250,000.00 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with improvements to Dabbs Street, as specified in Section 25) of House Bill 1353 of the 2022 legislative session.
File Number: 2022-532
Minute Book #

Summary

Authorize Mayor to execute Funding Grant Agreement with the Department of Finance and Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$250,000.00 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with improvements to Dabbs Street, as specified in Section 25 (hhhhhhhh) of House Bill 1353 of the 2022 legislative session.

Recommendation Statement

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

Please place this on the August 2, 2022 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Hattiesburg for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Hattiesburg in paying costs associated with the local project (hereinafter the “Project”) specified in Section 25(hhhhhhhh) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$250,000.00 (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 25(hhhhhhhh) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, the Legislature has appropriated funds to the City of Hattiesburg to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2022 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Hattiesburg shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Hattiesburg to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Hattiesburg is subject to the State’s procurement laws; and

WHEREAS, the City of Hattiesburg agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Hattiesburg agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Hattiesburg that the funds on deposit in the 2022 Local Improvements Projects Fund for the City of Hattiesburg should be disbursed to the City of Hattiesburg and that the City of Hattiesburg shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF HATTIESBURG AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Hattiesburg to pay the costs associated with the Project.

Section 2. The City of Hattiesburg certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Hattiesburg to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Hattiesburg agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Hattiesburg is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Hattiesburg agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Hattiesburg agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Hattiesburg agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Hattiesburg agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Hattiesburg
Attn: Toby Barker, Mayor
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898
Telephone: 601-545-4503 or 601-545-4680
Email: annjones@hattiesburgms.com or mberch@hattiesburgms.com

Mississippi Department of Finance and Administration
Attn: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Date: _____

EXHIBIT A

The City of Hattiesburg shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 08/02/2022

PROJECT NAME: HB 1353 Dabbs Street

MAILING
ADDRESS: P.O. Box 1898

Hattiesburg, MS 39403



CONTACT UPDATE LIST

PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Malcolm Berch	(601) 545-4680	mberch@hattiesburgms.com
Lisa Hanson	(601) 554-1034	lhanson@hattiesburgms.com
Ann Jones	(601) 545-4503	annjones@hattiesburgms.co

M. Ann
Jones

Digitally signed by M. Ann
Jones
Date: 2022.07.22
09:54:00 -05'00'

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____

Date

Mrs. Gilda Reyes, Bond Advisory Director
MS Department of Finance and Administration
501 North West Street, Suite 1301
Jackson, Mississippi 39201

Re: Request for Project Funding
2022 Local Improvements Projects Fund

Dear Mrs. Reyes:

We are requesting that the Department of Finance and Administration (DFA) transfer **\$250,000.00** of State Funds, as authorized by **Section 25(hhhhhhhh)** of **House Bill 1353, 2022 Regular Legislative Session**, for the **City of Hattiesburg (improvements to Dabbs Street)**.

Our electronic payment information is as follows:

Bank Name: **Trustmark**

Routing No.: **065300279**

Account No.: **480-012-680-5**

MAGIC Vendor No.: **3100021448**

We appreciate your assistance.

Toby Barker, Mayor

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CITY OF HATTIESBURG, MS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

GOVERNMENT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 1898

6 City, state, and ZIP code

HATTIESBURG, MS 39403

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 4 - 6 0 0 0 4 3 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Lisa Hanson

Date ►

1/31/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

MAJ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

MAJ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This account is only for the funds in HB1353. No other funds can be in this account (even if you have received prior funding for the same project).

MAJ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January – March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

MAJ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

MAJ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

MAJ 6) Bank fees cannot be paid with funds. Please confirm that no fees will be charged by your bank. If the bank does charge fees, the bank will have to refund the fees or you will be responsible to pay those fees.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, August 2, 2022

Re: Authorize the Mayor to execute a Funding Grant Agreement with the Department of Finance and Administration of the State of Mississippi and letter requesting the transfer of funds in the amount of \$1,750,000.00 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with improvements in infrastructure in the Midtown area of the city, as specified in Section 25 of House Bill 1353 of the 2022 Legislative session.
File Number: 2022-529
Minute Book #

Summary

Authorize Mayor to execute Funding Grant Agreement with the Department of Finance and Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$1,750,000.00 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with improvements in infrastructure in the Midtown area of the city, as specified in Section 25(ssss) of House Bill 1353 of the 2022 Legislative session.

Recommendation Statement

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

Please place this on the August 2, 2022 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Hattiesburg for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Hattiesburg in paying costs associated with the local project (hereinafter the “Project”) specified in Section 25(ssss) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$1,750,000.00 (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 25(ssss) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, the Legislature has appropriated funds to the City of Hattiesburg to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2022 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Hattiesburg shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Hattiesburg to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Hattiesburg is subject to the State’s procurement laws; and

WHEREAS, the City of Hattiesburg agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Hattiesburg agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Hattiesburg that the funds on deposit in the 2022 Local Improvements Projects Fund for the City of Hattiesburg should be disbursed to the City of Hattiesburg and that the City of Hattiesburg shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF HATTIESBURG AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Hattiesburg to pay the costs associated with the Project.

Section 2. The City of Hattiesburg certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Hattiesburg to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Hattiesburg agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Hattiesburg is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Hattiesburg agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Hattiesburg agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Hattiesburg agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Hattiesburg agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Hattiesburg
Attn: Toby Barker, Mayor
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898
Telephone: 601-545-4503 or 601-545-4680
Email: annjones@hattiesburgms.com or mberch@hattiesburgms.com

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Date: _____

EXHIBIT A

The City of Hattiesburg shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 08/02/2022

PROJECT NAME: HB 1353 Midtown

MAILING
ADDRESS: P.O. Box 1898

Hattiesburg, MS 39403



CONTACT UPDATE LIST

PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Malcolm Berch	(601) 545-4680	mberch@hattiesburgms.com
Lisa Hanson	(601) 554-1034	lhanson@hattiesburgms.com
Ann Jones	(601) 545-4503	annjones@hattiesburgms.co

M. Ann
Jones

Digitally signed by M. Ann
Jones
Date: 2022.07.22
09:54:00 -05'00'

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____

Date

Mrs. Gilda Reyes, Bond Advisory Director
MS Department of Finance and Administration
501 North West Street, Suite 1301
Jackson, Mississippi 39201

Re: Request for Project Funding
2022 Local Improvements Projects Fund

Dear Mrs. Reyes:

We are requesting that the Department of Finance and Administration (DFA) transfer **\$1,750,000.00** of State Funds, as authorized by **Section 25(ssss) of House Bill 1353, 2022 Regular Legislative Session**, for the **City of Hattiesburg (infrastructure improvements in the Midtown area...)**.

Our electronic payment information is as follows:

Bank Name: **Trustmark National Bank**

Routing No.: **065300279**

Account No.: **480-012-680-5**

MAGIC Vendor No.: **3100021448**

We appreciate your assistance.

Toby Barker, Mayor

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CITY OF HATTIESBURG, MS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

GOVERNMENT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 1898

6 City, state, and ZIP code

HATTIESBURG, MS 39403

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 4 - 6 0 0 0 4 3 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Lisa Hanson

Date ►

1/31/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

MAJ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

MAJ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This account is only for the funds in HB1353. No other funds can be in this account (even if you have received prior funding for the same project).

MAJ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January – March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

MAJ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

MAJ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

MAJ 6) Bank fees cannot be paid with funds. Please confirm that no fees will be charged by your bank. If the bank does charge fees, the bank will have to refund the fees or you will be responsible to pay those fees.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Chief of Police

cc:

Date: Tuesday, August 2, 2022

Re: Authorize submission of the 2022 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$23,492 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$14,095 Hattiesburg/ \$9,397 Forrest County) and authorize the Mayor to execute the same.
File Number: 2022-544
Minute Book #

Summary

2022 Edward Byrne Memorial Justice Assistance Grant Application

Recommendation Statement

I recommend authorization of the submission of the 2022 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$23,492 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$14,095 Hattiesburg/ \$9,397 Forrest County) and authorization for the Mayor to execute the same.

Please place this on the August 2, 2022 City Council meeting for consideration.

FY 2022 Edward Byrne Memorial Justice Assistance Grant

City of Hattiesburg and Forrest County

Project Narrative

Description of the Issues

The City of Hattiesburg is applying on behalf of the City of Hattiesburg and Forrest County for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022 Local Solicitation. The City of Hattiesburg and Forrest County are seeking to use funds for the purchase of equipment to improve the existing capabilities of the Hattiesburg Police Department and Forrest County Sheriff's Department.

The Hattiesburg Police Department (HPD) will use funds to purchase three items that will increase their performance specifically in active shooter situations. A night vision device will be purchased, to be used as a clip-on for weapons or a hand-held device, that will aid in long-range identification at night. Throat microphone headsets, accessories for existing radios, will be obtained and will consist of a throat microphone and earpiece that will allow for private, clear, and hands-free communication in situations where traditional audio accessories may not be suitable or ideal. The throat microphone does not interfere with masks or other protective equipment. Additionally, the design of the throat microphone eliminates most background noise, transmitting audio more clearly in noisy situations. This hands-free device will help officers stay more engaged with their surroundings, increasing officer safety and efficiency in life-threatening situations. Finally, HPD will purchase bleeding management kits that will include essential medical supplies to save a life in the event of immediate, life-threatening bleeding—to be used in the field before medical personnel arrive. These kits will include items such as tourniquets, trauma dressing, gauze, shears, and medical gloves. The balance of the items not covered by grant funds will come from the city's general fund.

The Forrest County Sheriff's Department is currently seeking to provide equipment upgrades to their interview room by replacing the current camera, microphone, and supporting equipment—which are approaching end-of-serviceable life. Their request consists of a new interview room system that will include a camera and associated equipment for recording interviews, as well as provide the capabilities for live streaming and digital evidence management. Their purchase will include a hardware, accessory, and implementation package—as well as a subscription fee that will provide for unlimited cloud-based storage of digital evidence for a term of 5 years. The balance of the cost of the items not covered by grant funds will come from the county's general fund.

The following project identifiers are associated with the proposed project activities: Equipment – Tactical, Equipment – Video/Audio, Officer Safety, Policing, Equipment – General; Violence – Violent Crime.

Project Design and Implementation

The Hattiesburg Police Department guides its priorities and funding strategy through an evaluation of the needs of the department. The need that is most pressing is the one that is addressed first, while under the direction of the City of Hattiesburg Mayor and City Council.

FY 2022 Edward Byrne Memorial Justice Assistance Grant

City of Hattiesburg and Forrest County

Project Narrative

Forrest County Sheriff's Department under the direction of the Forrest County Board of Supervisors and Planning Department coordinate priorities during the budget review process and outline long range plans.

Capabilities and Competencies

The Hattiesburg Police Department works with other local and state agencies on criminal justice and juvenile justice efforts. Forrest County Sheriff's Department has collaborative partnerships with neighboring jurisdictions within the county (City of Hattiesburg and City of Petal) along with agencies such as the 12 Net Narcotics Team, DEA and other law enforcement entities.

Plan for Collecting the Data Required

The City of Hattiesburg Grant Coordinator will gather, track and document the data required for performance measures. This individual will also enter all the data into BJA's Performance Measurement Tool. The City of Hattiesburg Accounting Division will gather the financial information for reporting purposes.

City of Hattiesburg/Forrest County Edward Byrne Memorial JAG Program 2022

City of Hattiesburg			
Item	Computation		Total Cost
	Quantity	Unit Cost	
Night Vision Device	1	\$10,095.00	\$10,095
Throat Microphone Headset	32	\$84.00	\$2,688
Bleeding Management Kit	20	\$71.00	\$1,420
TOTAL			\$14,203
Federal Total			\$14,095
Non-Federal Total			\$108

Budget Narrative
The City of Hattiesburg/HPD will purchase a collection of three items to enhance their abilities in active shooter situations. One (1) night vision device will be purchased, to be used as a clip-on for weapons or a hand-held device, that will aid in long-range identification at night. The unit cost of the item is \$10,095. Throat microphone headsets will be purchased for existing radios, to allow for private, clear, and hands-free communication in volatile situations. Thirty-two (32) headsets will be purchased at a unit price of \$84, for a total of \$2,688. Finally, HPD will purchase bleeding management kits to be used in the field before medical personnel arrive. These kits will include essential medical supplies such as tourniquets, trauma dressing, gauze, shears, and medical gloves. Twenty (20) kits will be purchased at a unit price of \$71, for a total of \$1,420. The City of Hattiesburg/Hattiesburg Police Department is following agency procurement policies.

Forrest County			
Item	Computation		Total Cost
	Quantity	Unit Cost	
Interview room system hardware, accessories, & implementation	1	\$3,076.53	\$3,076.53
5-Year Subscription Fee - evidence storage	1	\$10,140.00	\$10,140.00
Total			\$13,217
Federal Total			\$9,397
Non-Federal Total			\$3,820

Budget Narrative
The Forrest County Sheriff's Department will purchase a new/upgraded interview room system for recording interviews, live streaming, storing, and managing interview recordings. The purchase will include a hardware, accessory, and implementation package for a total cost of \$3,076.53. Forrest County will also purchase the associated subscription for a fee of \$10,140--which will provide unlimited cloud-based storage for digital evidence, for a term of 5 years. Forrest County is following agency procurement policies.

Budget Summary

Agency	Federal Request	Non-Federal Amounts	Total
City of Hattiesburg	\$14,095	\$108	\$14,203
Forrest County	\$9,397	\$3,820	\$13,217
Totals	\$23,492	\$3,928	\$27,420



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: **City of Hattiesburg**

Street1: **200 Forrest Street**

Street2: **P.O. Box 1898**

City: **Hattiesburg**

State: **MS**

Zip Code: **39401**

2. Authorized Representative's Name and Title:

Prefix: **Mr.** First Name: **Toby**

Middle Name:

Last Name: **Barker**

Suffix:

Title: **Mayor**

3. Phone: **601-545-4501**

4. Fax:

5. Email: **mayor@hattiesburgms.com**

6. Year Established:

1884

7. Employer Identification Number (EIN):

646000432

8. Unique Entity Identifier (UEI) Number:

N4XZJLJ9AVM1

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes ☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes ☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

☒ Financial Statement Audit

☐ Defense Contract Agency Audit (DCAA)

☐ Other Audit & Agency (list type of audit):

☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Topp McWhorter Harvey, PLLC (TMH)

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 6

Enter the dollar amount of questioned costs (if none, enter "\$0"): \$0

Were material weaknesses noted in the report or opinion? ☒ Yes ☐ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☐ Automated ☒ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☒ Yes ☐ No ☐ Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

☒ Yes ☐ No ☐ Not Sure
☐ N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

☒ Yes ☐ No ☐ Not Sure
☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[Redacted]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[Redacted]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

(d) Reason for "high risk" status, as set out by the federal agency:

[Redacted]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name:

[Redacted]

Date: 8/02/2022

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman

☒ Other: Mayor

Phone: 601-545-4501

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Toby Barker

Printed Name of Chief Executive

City of Hattiesburg

Name of Applicant Unit of Local Government

8/02/2022

Date of Certification

Mayor

Title of Chief Executive



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

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Applicant Disclosure of Duplication in Cost Items

The City of Hattiesburg does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and would cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Forrest County, Mississippi does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and would cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

8/02/2022

Signature of Chief Executive of the
Applicant Unit of Local Government

Date of Certification

Toby Barker

Mayor

Printed Name of Chief Executive

Title of Chief Executive

City of Hattiesburg

Name of Applicant Unit of Local Government

MEMORANDUM OF UNDERSTANDING

City of Hattiesburg, Mississippi

Forrest County, Mississippi

RE: BJA FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation

This agreement meets the disparate jurisdiction finding requirement as mandated by the U.S. Department of Justice (USDOJ) Edward Byrne Memorial Justice Assistance Grant (JAG).

This Memorandum of Understanding between Forrest County and the City of Hattiesburg covers the Edward Byrne Memorial Justice Assistance Grant 2022 grant cycle in the amount of \$23,492. Both the city and the county proposed budgets comply with all USDOJ expenditure guidelines, certifications and assurances for this grant program and should not require any waivers.

The City of Hattiesburg will act as the fiscal agent for USDOJ Edward Byrne Memorial JAG including drawing down funds that will be divided as follows: (60%) Hattiesburg - \$14,095; (40%) Forrest County - \$9,397.

Chief
Hattiesburg Police Department

Sheriff
Forrest County

Date

Date

Mayor
City of Hattiesburg

Board President
Forrest County

8/02/2022

Date

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, August 2, 2022
Re: Acknowledge receipt of the two quote docket.
File Number: 2022-525
Minute Book #

Summary

Acknowledge receipt of the two quote docket for the period of May 27, 2022 through July 21, 2022 as provided for in 31-87-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of May 27, 2022 through July 21, 2022 covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the August 2, 2022 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
GLOBAL MARINE GROUP NAFECO	228296 \$	9,445.00 9,455.00	WATER RESCUE BOAT
VERGE ENTRANCE SOLUTIONS UNDERWOOD DOOR	228340 \$	20,180.00 23,741.15	REPAIRS TO FIRE TOWER
PINE BELT CDR JR KIRK AUTO GROUP	228378 \$	34,405.00 44,900.00	2022 RAM 2500 CREW CAB 4WD
JEFCOAT FENCE UNITED FENCE	228458 \$	6,535.59 6,839.00	P&R DAHMER PARK FIELD 2 FENCING
PRECISION FAB & REFURBISHING THOMAS WELDING AND FABRICATION	228493 \$	12,126.00 14,981.71	AWNING REPAIR AT TRAIN DEPOT
OTTO ENVIRONMENTAL PLUM CREEK ENVIRONMENTAL	228546 \$	20,404.25 24,700.00	95 MIL CARTS/GREEN-BROWN
PINE BELT CDJ JR KIRK AUTO GROUP	228774 \$	34,825.00 44,900.00	2022 RAM 2500 CREW CAB 4WD - WATER DEPT
R&J CONSTRUCTION RJM MCQUEEN	228796 \$	49,524.53 54,900.00	HARDY ST ROUNDABOUT/LIBRARY SIDEWALK
FERGUSON WATERWORKS SOUTHERN PIPE & SUPPLY	228905 \$	11,555.45 14,893.00	105 SHADY LANE/CASCADES

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 228296

ITEM: WATER RESCUE BOAT

BID #1

WINNING BID

COMPANY GLOGAL MARINE GROUP INC

BID

AMOUNT \$9,445.00

BID #2

COMPANY NAFECO

BID

AMOUNT \$9,455.00

BID #3

COMPANY _____

BID

AMOUNT _____

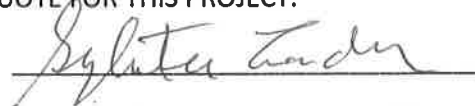
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1017
53 Academy Dr
Hattiesburg, MS 39401

Vendor 48839
GLOGAL MARINE GROUP, INC
6020 PROGRESSIVE AVE
SUITE 800
SAN DIEGO, CA 92154-6633

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00228296**
Purchase Order Date **06/06/2022**
Department **POLICE & FIRE TRAINING ACD**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		48839	228827	Kay Davis	

NOTES

P/F WATER RESCUE BOAT

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WATER RESCUE BOAT RED INFLATABLE BOAT AND SOLAS PANELS EMAIL INVOICE TO kdavis@hattiesburgms.com GL #: 001131 - 546500	1.0000	EACH	\$9,445.9500	\$9,445.95

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$9,445.95
Purchase Order Total \$9,445.95



ESTIMATE

DATE	ESTIMATE #
5/27/2022	E3191

CUSTOMER INFO:

HATTIESBURG POLICE & FIRE ACADEMY
PO BOX 1898
HATTIESBURG, MS 39403

SHIP TO:

FEDERAL ID NO.		PHONE / ACCT #	TERMS	PO NO.	F.O.B.	AGENT
84-3361101						
QTY	ITEM	DESCRIPTION		M.S.R.P.	PRICE	AMOUNT
1	470-SR-HYP	470-SR-HYP (15.5 FT) RESCUE/RED - INFLATABLE BOAT & SOLAS PANELS - HYPALON (ORCA 828)			8,995.95	8,995.95
1	SHIPPING - GENE...	HULL: SHIPPING CHARGES - GENERAL			450.00	450.00

* Our liability for defective product is limited only to replacement of parts, if, in our judgement, defect exists.
We are not responsible for costs of machine work, transportation or other charges.

* Claims for defects or shortages must be made within 5 days after receipt of goods.

* Our responsibility ceases after we hold receipt in good order from transportation company.

* All sales final, unless stated. Defective merchandise will be exchanged, or given credit within 15 days of purchase.

* Deposits on special order merchandise, are non-refundable.

* No returns / exchanges on Electrical products.

* Prices subject to change without notice.

SubTotal \$9,445.95

Tax (7.75%) \$0.00

Invoice Total (USD) \$9,445.95



CUSTOMER
SIGNATURE x

**NAFECO**

Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation

Q422524672

Date: 6/2/2022
Expires: 6/30/2022
FOB: Origin

Customer Number: HAT085
Customer Information: CITY OF HATTIESBURG
Address: POLICE/FIRE ACADEMY
53 ACADEMY DR
HATTIESBURG, MS 39401

Attention: Cody Keys
Phone: 6015454650
Email: ckeys@hattiesburgms.com
Prepared By: Ryan Brown

Ronald Woodall
Ronald Woodall, Vice President

Qty.	Product	Description	Each	Total
1	470-SR-HYP	Inmar (15.5') Rescue Red- Inflatable boat & Solas Panels Hypalon for high heat/high humidity environments	\$9,155.00	\$9,155.00
1	Freight	Boxed boat shipping	\$300.00	\$300.00
				Total: \$9,455.00
				<i>tax & freight to be determined</i>

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com



HATTIESBURG POLICE AND FIRE TRAINING ACADEMY

*Lieutenant Stefon Richardson
Director of Police Training*

*Lieutenant Harris Tapp
Asst. Director of Police Training*

*Battalion Chief Chris Carr
Director of Fire Training*

*Engineer Cody Keys
Asst. Director of Fire Training*

City of Hattiesburg TWO QUOTE BID REQUEST

5/25/2022

To: INMAR Marine Group

Phone: 18007291665

Email: josh@inmarmarinegroup.com

Please read quote instructions and follow carefully, quotes must be returned on or before the date and time indicated.

If you have any questions, do not hesitate to call Cody Keys at 601-545-4650.

Sincerely,

Cody Keys
Asst. Director of Training
6015454650

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: **City of Hattiesburg**
 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

CONTACT PERSON(S): Ryan Brown

Telephone Number 601-934-9394

Ronald Woodall

Or
Telephone Number 800-628-6233



SPECIFICATIONS:

470-SR-HYP (15' 6") INMAR Hypalon Search and Rescue Inflatable Boat

- Length 15' 6"
- Beam 6' 5"
- Weight w/ floor: 310 lbs.
- Weight capacity: 10 persons / 2,750 lbs.
- Max HP / Weight: 50 HP / 250 lbs / Long shaft (20")
- Recommended HP: 40 HP
- Tube diameter 20" (Separate air chambers 5 + 1)
- Fabric: Hypalon (CSM), Orca military grade
- Factory warranty: 5 years recreational / 2 year commercial
- Performance Tubes - Speed & stability (Optional)
- Chambers 5 - Inflation and over inflation (One per chamber)
- Self-bailers (1) *optional High flow scupper can be added



HATTIESBURG POLICE AND FIRE TRAINING ACADEMY

*Lieutenant Stefon Richardson
Director of Police Training*

*Lieutenant Harris Tapp
Asst. Director of Police Training*

*Battalion Chief Chris Carr
Director of Fire Training*

*Engineer Cody Keys
Asst. Director of Fire Training*

City of Hattiesburg TWO QUOTE BID REQUEST

5/25/2022

To: Ryan Brown

Phone: 18006286233

Email: ryan.brown@nafeco.com

Please read quote instructions and follow carefully, quotes must be returned on or before the date and time indicated.

If you have any questions, do not hesitate to call Cody Keys at 601-545-4650.

Sincerely,

Cody Keys
Asst. Director of Training
6015454650



SPECIFICATIONS:

470-SR-HYP (15' 6") INMAR Hypalon Search and Rescue Inflatable Boat

- Length 15' 6"
- Beam 6' 5"
- Weight w/ floor: 310 lbs.
- Weight capacity: 10 persons / 2,750 lbs.
- Max HP / Weight: 50 HP / 250 lbs / Long shaft (20")
- Recommended HP: 40 HP
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- Fabric: Hypalon (CSM), Orca military grade
- Factory warranty: 5 years recreational / 2 year commercial
- Performance Tubes - Speed & stability (Optional)
- Chambers 5 - Inflation and over inflation (One per chamber)
- Self-bailers (1) *optional High flow scupper can be added

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

QQ# 228340

ITEM: P/F REPAIRS TO FIRE TOWER

BID #1

WINNING BID

COMPANY VERGE ENTRANCE SOLUTIONS

BID

AMOUNT \$20,180.00

BID #2

COMPANY UNDERWOOD DOOR CO INC

BID

AMOUNT \$23,741.15

BID #3

COMPANY _____

BID

AMOUNT _____

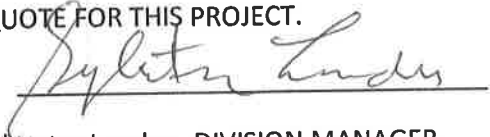
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1017
53 Academy Dr
Hattiesburg, MS 39401

Vendor 47017
VERGE ENTRANCE SOLUTIONS
915 MORRISTON ROAD
PETAL, MS 39465-8906

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00228340**
Purchase Order Date **06/08/2022**
Department **POLICE & FIRE TRAINING ACD**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BRANDON.BLACK@VERGEDOORS.COM	47017	228879	Kay Davis	

NOTES

P/F REPAIRS TO FIRE TOWER

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	91.5'X6'0" PAIR OF STEEL DOORS <i>Email Invoice to kdavis@hattiesburgms.com</i> GL #: 001131 - 599000	1.0000	EACH	\$2,980.0000	\$2,980.00
2	2'8X6'0" STEEL DOOR GL #: 001131 - 599000	4.0000	EACH	\$1,300.0000	\$5,200.00
3	3'0X6'0" STEEL DOOR GL #: 001131 - 599000	2.0000	EACH	\$1,300.0000	\$2,600.00
4	DC - EDT-RIM PANIC BAR DEVICE-CLEAR <i>Email Invoice kdavis@hattiesburgms.com</i> GL #: 001131 - 599000	6.0000	EACH	\$300.0000	\$1,800.00
5	DC-EDT-LEVER SET FOR PANIC DEVICE KEYED ALIKE GL #: 001131 - 635000	6.0000	EACH	\$250.0000	\$1,500.00
6	HEAVY DUTY CONTINUOUS HINGE GL #: 001131 - 635000	8.0000	EACH	\$350.0000	\$2,800.00
7	LABOR <i>Email Invoice to kdavis@hattiesburgms.com</i> GL #: 001131 - 635000	1.0000	EACH	\$3,300.0000	\$3,300.00

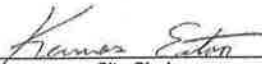
SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price

\$20,180.00

Purchase Order Total

\$20,180.00


City Clerk



Purchase Agreement

Name:	
Address:	Kdavis@hattiesburgms.com
Email:	
Phone:	

Point of Contact:	Name:	Phone:
Operation:		
Collection:		

Customer Name:	Hattiesburg Police/Fire Training Academy	Date:	5/25/22
Address:	Hattiesburg, MS		

**** Fire Tower ****

Existing Work Order # if Applicable:

108366

Verge Entrance Solutions agrees to provide the following:

Furnish and Install:

91.5" x 6'0" Pair of Steel Doors

Qty: 1 \$2980.00

2'8 x 6'0 Steel Door

Qty: 4 \$5200.00

3'0 x 6'0 Steel Door

Qty: 2 \$2600.00

DC - EDT -Rim Panic Bar Device - Clear

Qty: 6 \$1800.00

DC - EDT - Lever set for Panic Device Keyed Alike

Qty: 6 \$1500.00

Heavy Duty Continuous Hinge

Qty: 8 \$2800.00

Labor

Qty: 12 \$3300.00

Labor & Installation Included

Customer Price
Credit Card Fee
Sales Tax
V Sales Tax (except where prohibited)
Total Price
Deposit Paid
Balance Remaining
PO # if Applicable
Payment Method

Subtotal: \$20180.00
Tax: Tax Exempt
Total: \$20180.00

Openings are to be prepared by others in accordance with our specifications outlined in the Openings Modification Agreement (if applicable). Unless otherwise specified above, all electrical, wiring, framing, masonry, painting, and general construction by others. If job requires any of the aforementioned scope, a Scope of Work Agreement, or Ideal Solution Assurance Checklist is required.

Lead Time: **6-8 Weeks on these Custom doors**

Special Scheduling Requests:

Follow-Up Job Check Needed/Date:

Customer Signature:

Verge Rep Signature:

Prepared By: office 855-41-VERGE



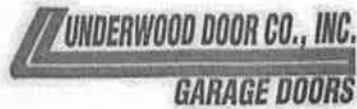
Off Direct Order #
Manufacturer:
Order Details:

INTERNAL USE ONLY BELOW

In Stock Items Only
Quote #

11

Did you know that we offer a wide variety of services that bring ease and peace of mind to our clients? Our installation and servicing of products such as automatic entry doors, hollow-metal walk-through doors, access automation systems, safety equipment, security grills, material handling equipment (dock levelers, seals, lights, etc), HVLS Fans, and many others make your life easier. Service contracts and Planned Maintenance Agreements are available for your convenience. Please contact us for further information.



Proposal

Customer Name:	Hattiesburg Police/Fire Training Academy	Date	5/25/22
Address:	Hattiesburg, MS		

UDC agrees to provide the following:		AMOUNT
91.5" x 6'0 Pair of Steel Doors		Qty: 1 \$3,505.88
2'8 x 6'0 Steel Door		Qty: 4 \$6,117.64
3'0 x 6'0 Steel Door		Qty: 2 \$3,058.82
DC- EDT - Rim Panic Bar Device - Clear		Qty: 6 \$2,117.64
DC - EDDT - Lever set for panic device keyed alike		Qty: 6 \$1,764.70
Heavy duty continuous hinge		Qty: 8 \$3,294.12
Labor		Qty: 12 \$3,882.35
	Retail Price	Sub total: \$23,741.15
	Sales Tax	Tax: Exempt
	Total Price	Total: \$23,741.15
	Down Payment	
	Balance Amnt.	

Customer Signature: _____

Date: _____

UDC Rep Signature: Riley Millist

Date: 5/25/22

On Tue, Jun 7, 2022 at 11:05 AM London, Sylvester <slondon@hattiesburgms.com> wrote:

I am just letting you know there was no attachment.

From: Brandon Black <brandon.black@vergedoors.com>

Sent: Tuesday, June 07, 2022 10:26 AM

To: Clint Moore <clint.moore@vergedoors.com>; Keith Moore <keith.moore@vergedoors.com>; Keys, Cody <ckeyes@hattiesburgms.com>; Sales Support <salesupport@vergedoors.com>

Cc: Carr, Chris <ccarr@hattiesburgms.com>; Davis, Kay <kdavis@hattiesburgms.com>; London, Sylvester <slondon@hattiesburgms.com>

Subject: Re: Bid for Hattiesburg Training Academy

Good morning,

Attached is our official bid for this project.

Let me know if you need anything further.

Have a great day,

Brandon Black

PDF



HATTIESBURG POLICE AND FIRE TRAINING ACADEMY

*Lieutenant Stefon Richardson
Director of Police Training*

*Lieutenant Harris Tapp
Asst. Director of Police Training*

*Battalion Chief Chris Carr
Director of Fire Training*

*Engineer Cody Keys
Asst. Director of Fire Training*

City of Hattiesburg TWO QUOTE BID REQUEST

6/7/2022

To: Verge Entrance Solutions

Phone: 601-270-3122

Email: Brandon.black@vergedoors.com

Please read quote instructions and follow carefully, quotes must be returned on or before the date and time indicated.

If you have any questions, do not hesitate to call Cody Keys at 601-545-4650.

Sincerely,

Cody Keys
Asst. Director of Training
6015454650



SPECIFICATIONS:

91.5" x 6'0 Pair of Steel Doors	1
2'8 x 6'0 Steel Door	4
3'0 x 6'0 Steel Door	2
DC - EDT -Rim Panic Bar Device – Clear	6
DC - EDT - Lever set for Panic Device Keyed Alike	6
Heavy Duty Continuous Hinge	8
Installation of items-	

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

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BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or **FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661**

or **EMAILED TO TWOQUOTE@HATTIESBURGMS.COM**

or **EMAILED TO (SLONDON@HATTIESBURGMS.COM)**

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

7-7-2022

CONTACT PERSON(S): _____

Telephone Number

Or

Telephone Number



HATTIESBURG POLICE AND FIRE TRAINING ACADEMY

*Lieutenant Stefon Richardson
Director of Police Training*

*Lieutenant Harris Tapp
Asst. Director of Police Training*

*Battalion Chief Chris Carr
Director of Fire Training*

*Engineer Cody Keys
Asst. Director of Fire Training*

City of Hattiesburg TWO QUOTE BID REQUEST

6/7/2022

To: UNDERWOOD DOOR CO., INC.

Phone: 601-583-1521

Email: customercare@underwooddoor.com

Please read quote instructions and follow carefully, quotes must be returned on or before the date and time indicated.

If you have any questions, do not hesitate to call Cody Keys at 601-545-4650.

Sincerely,

Cody Keys
Asst. Director of Training
6015454650



SPECIFICATIONS:

91.5" x 6'0 Pair of Steel Doors	1
2'8 x 6'0 Steel Door	4
3'0 x 6'0 Steel Door	2
DC - EDT -Rim Panic Bar Device – Clear	6
DC - EDT - Lever set for Panic Device Keyed Alike	6
Heavy Duty Continuous Hinge	8
Installation of items-	

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

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 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

7-7-2022

CONTACT PERSON(S): _____

Telephone Number

Or

Telephone Number

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 228378

ITEM: 2022 RAM 2500 CREW CAB 4WD

BID #1

WINNING BID

COMPANY PINE BELT CDJR INC

BID

AMOUNT \$34,405.00

BID #2

COMPANY KIRK AUTO GROUP

BID

AMOUNT \$44,900.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1011
900 James St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00228378**
Purchase Order Date **06/10/2022**
Department **WATER PLANT DIVISION**

FID 64-6000432

Vendor 3915
PINE BELT CDJR, INC (MCMULLAN EQUIPMENT)
401 BROADWAY DR
HATTIESBURG, MS 39401-6324

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	RBEARDEN@PINEBELTMOTORS.COM	3915	228921	Rob Waggoner	

NOTES

TWO QUOTE 2022 RAM 2500 CREW CAB 4WD -- WATER/SEWE
Invoice, bill of sale, title application, etc., to be picked up at delivery

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2022 RAM 2500 CREW CAB 4WD --- PER BID SPECS GL #: 009673 - 739900	1.0000	EACH	\$34,405.0000	\$34,405.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$34,405.00

Purchase Order Total \$34,405.00

City Clerk

PINE BELT

AUTO GROUP



2022 RAM 2500 CREW CAB 4WD

6.4L V8 Heavy Duty HEMI MDS Engine
8-Spd Auto 8HP75-LCV Transmission
Paint/Seat/Trim: Bright White Clear Coat
Monotone Paint
HD Vinyl 40/20/40 Split Bench Seat
Black/Diesel Gray
Anti-Spin Differential Rear Axle
Mirrors-Tow Pwr Adj Heat Black
115V Auxiliary Front Power Outlet
50 State Emissions
Tow Hooks
Trailer Brake Control
Elec Shift-On-The-Fly Transfer Case

TOTAL: \$34,405.00

Ritchie Bearden

6/1/2022

Ritchie Bearden
662-360-8590
rbearden@pinebeltmotors.com





QUOTE FOR CITY OF HATTIESBURG

**2022 RAM 2500 4X4
40/20/40 VINYL SEAT
6.4L V8 HEMI
8 SPEED AUTO TRANSMISSION
REMOTE KEYLESS ENTRY
ALL TERRAIN TIRES
18" STEEL WHEELS
LIMITED SLIP AXLE
TOW HOOKS
TRAILER BRAKE CONTROL
PWR/ HEATED TOWING MIRRORS**

TOTAL COST OF EQUIPMENT: \$ 44,900.00

CALL OR SEE: WES HERRING
Wes 601-503-4534
wes@kirkautomotive.com

CITY OF HATTIESBURG

Water DEPARTMENT

COVER SHEET

DATE: June 1, 2022

TO: Ritchie Bearden

PHONE: 662-360-8590

EMAIL: rbearden@pinebeltmotors.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL Rob AT 601.545.
9630 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

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BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

June 3, 2022

CONTACT PERSON(S): Alan 601. 408. 0586

Rob Or 601. 545. 4630

June 1, 2022

TWO QUOTE FOR TRUCK:

Specifications required,

2022 RAM 2500 CREW CAB 4WD

6.4L V8 Heavy Duty HEMI MDS Engine

8-Spd Auto 8HP75-LCV Transmission

Paint/Seat/Trim: Bright White Clear Coat

Monotone Paint

HD Vinyl 40/20/40 Split Bench Seat

Black/Diesel Gray

Anti-Spin Differential Rear Axle

Mirrors-Tow Pwr Adj Heat Black

115V Auxiliary Front Power Outlet

50 State Emissions

Tow Hooks

Trailer Brake Control

Elec Shift-On-The-Fly Transfer Case

***** bids due by 5:00pm on Friday, June 3rd *****

CITY OF HATTIESBURG

Water DEPARTMENT

COVER SHEET

DATE: June 1, 2022

TO: Wes Herring

PHONE: 601. 503. 4534

EMAIL: wes@kirkautomotive.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL Rob AT 601. 545,
4630 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

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BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

June 3rd

CONTACT PERSON(S):

Alan

601.408.0586

Rob

Or
601.545.4630

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 228458

ITEM: P&R DAHMER PARK FIELD 2 FENCING

BID #1

WINNING BID

COMPANY JEFCOAT FENCE OF HATTIESBURG

BID

AMOUNT \$6,535.59

BID #2

COMPANY UNITED FENCE CO

BID

AMOUNT \$6,839.00

BID #3

COMPANY _____

BID

AMOUNT _____

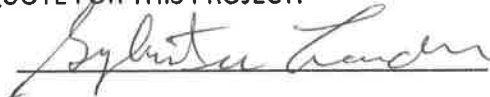
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 9998
NON APPLICABLE

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00228458**

Purchase Order Date **06/15/2022**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 3242
JEFCOAT FENCE OF HATTIESBURG
PO BOX 1167
HATTIESBURG, MS 39403-1167

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	kenny@jefcoatfenceofhattiesburg.com	3242	229013	Akira Lewis	

NOTES

P&R DAHMER PARK FIELD 2 FENCING TWO QUOTE
PLEASE SEND INVOICE TO ALEWIS@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	INSTALL 40' OF 12' OUTFIELD WALL TREATED PINE AND REPLACE 1-3" BACKSTOP POST BEFORE JULY 2022 AT VERNON DAHMER PARK-TWO QUOTE GL #: 002300 - 699900	1.0000	EACH	\$6,535.5900	\$6,535.59

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$6,535.59

Purchase Order Total \$6,535.59


City Clerk

PROPOSAL

Jefcoat Fence Company, Inc. of Hattiesburg
P. O. Box 1167
Hattiesburg, MS 39403
Phone: 601-583-0516
Fax 601-336-7779



"The Name that Secures Your Trust"
www.jefcoattenceofhattiesburg.com

QUOTE IS VALID FOR 5 DAYS.

Company	City of hattiesburg	From	Kenny Smith
	Dahmer park field 2	Date:	6/14/2022
Fax/Email		Cell Phone:	601 408 3303
Re:	mack	Email:	kenny@jefcoattenceofhattiesburg.com

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC
MS. ELECTRONIC PROTECTION LICENSE #15024185

AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS

To provide materials and labor as follows to install:

- Install 40' of 12' outfield wall treated pine
- Replace 1- 3" backstop post amount \$6,535.59

***Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any QUOTE 5 days beyond the original date. ***

All Take Down, Power, Conduits, Bollards, Concrete Coring & Grounding by others

Thank you
Kenny Smith
General Manager

ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS.

NOTE: With a written contract that lists the insurance requirements, there is no additional insurance cost UNLESS insurance requirements are requested that are above our standard policies for each entity. Otherwise, there may be additional charges for named additional insured, completed operations, and auto for each entity. Jefcoat Fence Co. Inc. of Hattiesburg uses our carrier's accepted endorsements only.

ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____ Signature: _____



Proposal

United Fence Co.

Phone: 601-582-0406
Fax: 601-582-0404

255 McLeod St.
Hattiesburg, MS 39401

Web: unitedfencehattiesburg.com
Email: unitedfenceco@bellsouth.net

PROPOSAL SUBMITTED TO City of Hattiesburg		PHONE 601-545-4667	DATE 06/13/22
STREET		JOB NAME Dahmer Park	
CITY, STATE ZIP		JOB LOCATION Field # 2	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Project # 1:

Furnish & Install:

40' - 12' High Treated Pine Privacy Fence in Center of Outfield Fence

Project # 2:

Remove & Replace:

1 - 3" x 27' Sch 40 Galvanized Post in Backstop

Total Including All Materials & Labor \$6,839.00

Payment to be made as follows: In full on completion

Agreement: UFC agrees to install fencing as per agreement outlined in this Proposal. Location of the property lines and / or the fence lines is the sole responsibility of the customer. UFC, in no way, assumes accuracy of the property lines and / or the fence lines, if survey markers are not clearly visible. If property lines are not clearly marked, a property survey may be required, at the customer's expense. UFC will advise the customer, to the best of our knowledge, of any local laws and regulations regarding fence height, style and location. The responsibility for complying with these laws and regulations rest with the customer. Customer is responsible for any required permits for the fencing.

Warranty: All work performed by UFC is guaranteed to be free from defects in workmanship for one (1) year. Wood fencing carries a workmanship warranty only. Wood products, by their very nature, tend to shrink, check, crack, warp, bow, and / or change color with the passage of time. Therefore, we cannot warranty the wood products themselves. Any warranty on wood products will be a manufacturer's warranty only. Some specialty products carry an extended warranty on materials. See individual product brochure for details.

Underground Obstructions: UFC will be responsible for having all public utilities located and marked prior to digging. Customer is responsible for locating and marking any private utility lines, sprinkler system lines, water lines, sewer / field lines and swimming pool lines. Customer assumes liability for any damages to these obstructions, if not properly marked by the customer.

The final invoice will be based on the completed project. More or less footage, and / or deviations from the original agreement, will be credited or debited to the final invoice. Special order materials cannot be returned for credit. All materials remain property of UFC until final invoice is paid in full. Customer agrees to allow UFC access to their property until work is completed and final invoice is paid in full.

Acceptance of Proposal

Authorized Signature: Kevin L. Fant

Customer Signature _____

Note: This Proposal may be withdrawn, by UFC, if not accepted within five (5) days

Date of Acceptance _____

Special Instructions:

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 228493

ITEM: AWNING REPAIR AT TRAIN DEPOT

BID #1

WINNING BID

COMPANY PRECISION FAB & REFURBISHING

BID

AMOUNT \$12,126.00

BID #2

COMPANY THOMAS WELDING AND FABRICATION

BID

AMOUNT \$14,981.71

BID #3

COMPANY _____

BID

AMOUNT _____

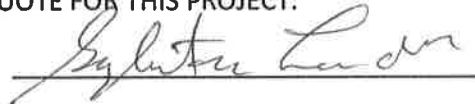
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Vendor 3964
DANIEL HOBSON
PRECISION FAB & REFURBISHING
15 CAMP ROAD
HATTIESBURG, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00228493**
Purchase Order Date **06/17/2022**
Department **INTERMODAL**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	PRECISIONFABANDREFURBISHING@YAHOO.COM	3964	229065	Rebecca Acker	

NOTES

TWO QUOTE FOR AWNING REPAIR AT TRAIN DEPOT

Please send invoice to comcntr@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MATERIAL AND LABOR TO REPAIR, REPAINT AND INSTALL DAMAGED CANOPY AT TRAIN DEPOT. GL #: 001093 - 635000	1.0000	EACH	\$12,126.0000	\$12,126.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$12,126.00

Purchase Order Total \$12,126.00

City Clerk

Precision Fab & Refurbishing

QUOTE

15 Camp Road
Hattiesburg, Ms. 39401
Phone: 601-543-7752
Fax: [000-000-0000]
Prepared by: Daniel Hobson

DATE:	3/9/2022
QUOTE #:	00015
Customer ID:	22-Q040
Valid Until:	4/9/2022

Customer

City of Hattiesburg
Rebecca Acker
Hattiesburg MS. 39403-1898

Phone: (601) 545-4944
comcntr@hattiesburgms.com

"THE BITTERNESS OF POOR QUALITY REMAINS LONG
AFTER THE SWEETNESS OF A LOW PRICE IS FORGOTTEN"

PROJECT LOCATION:

Train Depot

REQUESTED BY:

Rebecca Acker

DESCRIPTION	TAXED	AMOUNT
Train Depot Canopy		
We are pleased to quote the following, (1) 1ea, Canopy, Damaged. We will remove the damaged canopy, repair, repaint & install.		12,126.00
		
If sales tax does not apply, please submit appropriate documentation of tax exemption with payment.		

TERMS AND CONDITIONS

1. A P.O. # AND 1/2 WILL BE NEEDED FOR THE PARTS AND SERVICE.
2. Payment will be due on delivery of service with in 30 days.
3. WE WILL ADD 2% OF THE INVOICE PER DAY IF THE INVOICE IS OVER 30 DAYS.

WE WILL NOT BE RESONABLE FOR DAMAGE CAUSED BY NATURE.

Customer Acceptance (sign below):

x _____

Print Name:

Subtotal	\$ 12,126.00
Taxable	\$ -
Tax rate	7.000%
Tax due	
Other	\$ -
TOTAL Due	\$ 12,126.00

If you have any questions about this price quote, please contact
Daniel @ 601-543-7752

ESTIMATE



Bill To

City Of Hattiesburg
(Rebecca Acker)
(601) 545-4944

Thomas Welding And Fabrication

Estimate #

196

Date

06/15/2022

71 Walker Road
Hattiesburg, MS 39401
Phone: (601) 408-1843
Email: troseberry1983@gmail.com

Description

Total

Canopy Repair

\$14,981.71

- remove damaged canopy
- rebuild with all new materials
- install and paint

Materials:

- Aluminum sheets, plates and Aluminum bolts
- paint and supplies plus a man lift to do the job safely

Notes:

The above referenced project includes the following scope of work

- build and install all Aluminum components as described in estimate
- Contractor will provide all safety barricades, signs and fencing to protect work area
- All cleanup and haul off and disposal of materials removed
- Contractor will provide general liability insurance

The above scope of work includes all design, labor, materials, insurance and equipment to perform the work as described

EXCLUSIONS

- *No concrete work
- *No carpentry or woodwork
- *no electrical or plumbing
- *no painting other than items described in this estimate

Subtotal	\$14,981.71
Total	\$14,981.71
Deposit Due	\$7,490.86

By signing this document, the customer agrees to the services and conditions outlined in this document.

City Of Hattiesburg (Rebecca Acker)

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 228546

ITEM: 95 MIL CARTS/GREEN-BROWN

BID #1

WINNING BID

COMPANY OTTO ENVIRONMENTAL SYS

BID

AMOUNT \$20,404.25

BID #2

COMPANY PLUM CREEK ENVIRONMENTAL

BID

AMOUNT \$24,700.00

BID #3

COMPANY _____

BID

AMOUNT _____

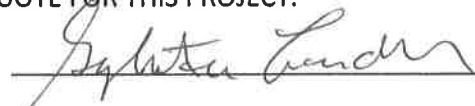
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1015
103 Faulkner St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00228546**
Purchase Order Date **06/22/2022**
Department **SANITATION DIVISION**

FID 64-6000432

Vendor 3823
OTTO ENVIRONMENTAL SYS NA(CONTAINER)
12700 GENERAL DRIVE
CHARLOTTE, NC 28273

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JOHN.VANNESS@OTTO-USA.COM	3823	229123	JACKIE MCCLAIN	

NOTES

TWO QUOTE 95 MIL CARTS/GREEN-BROWN

PLEASE EMAIL THE INVOICE TO JACQUILINE MCCLAIN - jmcclain@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PRODUCT-9785856 95 GAL MIL CART -HATTIESBURGMS GL #: 001220 - 604900	200.0000	EACH	\$60.7500	\$12,150.00
2	PRODUCT 9786363- BROWN 95 MIL TRASH-HATTIESBURGMS TWO-QUOTE AWARD VENDOR. PLEASE SEE ATTACHED QUOTE 18319 FOR A DETAILED LISTING GL #: 001220 - 604900	100.0000	EACH	\$60.7500	\$6,075.00
3	ESTIMATED FREIGHT CHARGES GL #: 001220 - 612000	1.0000	EACH	\$2,179.2500	\$2,179.25

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$20,404.25

Purchase Order Total \$20,404.25

City Clerk

Duramax Holdings LLC
DBA Otto Environmental Systems
12700 General Drive
Charlotte, NC 28273

Quote: 18319

APPROVED

APPROVED



Page: 1/4

6-22-22
JmCleen

Jacqueline McClain A/P
City of Hattiesburg, MS
ACCOUNTING Dept
PO Box 1898
Hattiesburg MS 39403-1898

Dear Jacqueline,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of Hattiesburg, MS. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: June 20, 2022 - July 20, 2022

Line	Product	Description	Quantity	Net Price	Net Value
20	9785656-FI0OR000H0-HATTIESMSM01	95 Gal Mil Cart HATTIESMS (SK)c **RFID**	200 Each	60.75 USD / 1 Each	12,150.00 USD
List Price Freight			60.75 USD / 1 Each 2,179.25 USD	12,150.00 USD 1,452.83 USD	
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 56 - Green Lid Color: 56 - Green Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					
30	9786363-FI0OR000H0-HATTIESMST01	95 Mil Trash HATTIESMS (SK)c **RFID**	100 Each	60.75 USD / 1 Each	6,075.00 USD
List Price Freight			60.75 USD / 1 Each 2,179.25 USD	6,075.00 USD 726.42 USD	
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 63 - Brown Lid Color: 63 - Brown Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					

RECEIVED

Total Item Net Value
Freight
Total

18,225.00 USD
2,179.25 USD
20,404.25 USD



Payment Terms: 30 days net
Incoterms: Free on Board (INTL), Destination

800.795.OTTO (6886)

www.otto-usa.com

Reg # 229123

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 18319

Page: 2 / 4

All Credit Card transactions are subject to a 2.5% processing fee.

Current lead times are approximately 10 weeks from order date.

Orders containing premium colors may or may not include extended lead times.

Sincerely,

John Van Ness

John.VanNess@otto-usa.com

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.



1302 East Industrial Access Rd | West Point, MS 39773

www.plumcreeket.com

662-327-4183

PRICE QUOTE

City of Hattiesburg, MS

Jacqueline – jmcclain@hattiesburgms.com

601-545-4545

PLUM: 95 Gallon Millennium Cart

June 21, 2022

Quantity	Capacity	Price Each	Price Extended
300	95 Gallon Millennium	\$75.00	\$22,500.00
	** (200 – Green / 100 – Brown)		
	Delivery to Hattiesburg, MS	FREIGHT Estimate	\$2,200.00
		Total	

Lead Time Estimate: 4-6 weeks

Terms: Net 30 Days. Our quoted prices do not include any Sales, Use, or any other tax of a similar nature Federal, State or Local in origin; and any such tax applicable to the transaction is to be paid by the purchaser. Quote based off full truck load quantities. Unless otherwise specified, prices firm for an acceptance period of (10) ten days from quote date. Price subject to change prior to order shipping. *Due to the high volatility within the steel industry a steel surcharge may apply. Any necessary surcharge will have customer approval before production begins.* *Fuel surcharge shall be adjusted up or down depending on the reported National Average diesel fuel pricing as reported by the U.S. Department of Energy (EIA) each Monday.

Thank you for the opportunity!

Jennifer White

Jennifer White

Plum Creek Environmental

(662) 295-5303 Cell

(662) 327-4183 Office

jwhite@plumcreeket.com

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 228774

ITEM: 2022 RAM 2500 CREWCAB 4WD – WATER DEPART

BID #1

WINNING BID

COMPANY PINE BELT CDJR INC

BID

AMOUNT \$34,825.00

BID #2

COMPANY KIRK AUTO GROUP

BID

AMOUNT \$44,900.00

BID #3

COMPANY _____

BID

AMOUNT _____

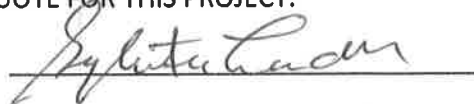
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1011
900 James St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00228774**

Purchase Order Date **07/07/2022**

Department **WATER PLANT DIVISION**

FID 64-6000432

Vendor 3915
PINE BELT CDJR, INC (MCMULLAN EQUIPMENT)
401 BROADWAY DR
HATTIESBURG, MS 39401-6324

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	RBEARDEN@PINEBELTMOTORS.COM	3915	229385	Rob Waggoner	

NOTES

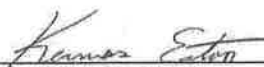
TWO QUOTE--2022 RAM 2500 CREWCAB 4WD-- WATER DEPT.
PLEASE PROVIDE ALL PAPERWORK AT PICK-UP

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2022 RAM 2500 CREW CAB 4WD GL #: 009673 - 739900	1.0000	EACH	\$34,825.0000	\$34,825.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$34,825.00

Purchase Order Total \$34,825.00


City Clerk

PINE BELT

AUTO GROUP



2022 RAM 2500 CREW CAB 4WD

**6.4L V8 Heavy Duty HEMI MDS Engine
8-Spd Auto 8HP75-LCV Transmission
Paint/Seat/Trim: Bright White Clear Coat
Monotone Paint
HD Vinyl 40/20/40 Split Bench Seat
Black/Diesel Gray
Anti-Spin Differential Rear Axle
Mirrors-Tow Pwr Adj Heat Black
115V Auxiliary Front Power Outlet
50 State Emissions
Tow Hooks
Trailer Brake Control
Elec Shift-On-The-Fly Transfer Case
Rear Wheelhouse Liners
275/70R/18 OWL Off Road Tires
18X8.0 Steel Wheels**

TOTAL: \$34,825.00



Ritchie Bearden
662-360-8590
rbearden@pinebeltmotors.com



QUOTE FOR CITY OF HATTIESBURG

**2022 RAM 2500 4X4
40/20/40 VINYL SEAT
6.4L V8 HEMI
8 SPEED AUTO TRANSMISSION
REMOTE KEYLESS ENTRY
ALL TERRAIN TIRES
18" STEEL WHEELS
LIMITED SLIP AXLE
TOW HOOKS
TRAILER BRAKE CONTROL
PWR/ HEATED TOWING MIRRORS**

TOTAL COST OF EQUIPMENT: \$ 44,900.00

CALL OR SEE: WES HERRING
Wes 601-503-4534
wes@kirkautomotive.com

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

QQ# 228796

ITEM: HARDY ST. ROUNDABOUT/LIBRARY SIDEWALK

BID #1

WINNING BID

COMPANY R & J CONSTRUCTION

BID

AMOUNT \$49,524.53

BID #2

COMPANY RJM MCQUEEN

BID

AMOUNT \$54,900.00

BID #3

COMPANY _____

BID

AMOUNT _____

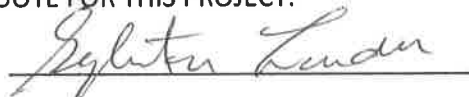
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 48667
R & J CONSTRUCTION
P O BOX 6
LAUREL, MS 39441-0006

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00228796**
Purchase Order Date **07/11/2022**
Department **ENGINEERING**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SCOTT@RANDJCONST.COM	48667	229414	Sharon Waits	

NOTES

HARDY ST. ROUNDABOUT/LIBRARY SIDEWALK (2-QUOTE)

PLEASE SEND INVOICES TO:

lrutland@hattiesburgms.com

and

shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE HARDY STREET ROUNDABOUT / LIBRARY SIDEWALK GL #: 001402 - 604900	1.0000	EACH	\$49,524.5300	\$49,524.53

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$49,524.53

Purchase Order Total \$49,524.53

City Clerk

R & J Construction, Inc.

P.O. Box 6
Laurel, MS 39441



R&J CONSTRUCTION
LAUREL, MISSISSIPPI

Quote

Date	Estimate #
7/5/2022	3410

Name / Address

City of Hattiesburg
Parks and Recreation Department
PO Box 1898
Hattiesburg, MS 39403

Project

Description	Total
Hardy Street Roundabout/Library Sidewalk Construct Sidewalk Per Plans	49,524.53
RECEIVED JUL 7 2022 AWARDED	
Phone # 601-426-1042	Fax # 601-426-1044
E-mail info@randjconst.com	Total \$49,524.53



80 RAMSEY MCQUEEN RD * COLLINS, MS 39428
PHONE 601-765-6561 * FAX 601-765-6562

WOMEN OWNED BUSINESS

MDOT CERTIFIED DBE

LADOTD CERTIFIED DBE

CERTIFICATE OF RESPONSIBILITY #03275-MC

LA BOARD OF CONTRACTORS #14034

01-Jul-22

City of Hattiesburg

Hardy Stree Roundabout/Library Sidewalk

PAY ITEM		EST. QNTY	PAY UNIT	UNIT PRICE	TOTAL	BID
1	Hardy St Roundabout/Library Sidewalk	1	LS	\$54,300.00	\$	54,300.00
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-

TOTAL

\$54,300.00

-> GRADING AND STAKING RESPONSIBILITY OF PRIME CONTRACTOR WITHIN +/- 1"

Price includes tax and bond.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

QQ# 228905

ITEM: 105 SHADY LANE/CASCADES

BID #1

WINNING BID

COMPANY FERGUSON WATERWORKS

BID

AMOUNT \$11,555.45

BID #2

COMPANY SOUTHERN PIPE & SUPPLY

BID

AMOUNT \$14,893.00

BID #3

COMPANY _____

BID

AMOUNT _____

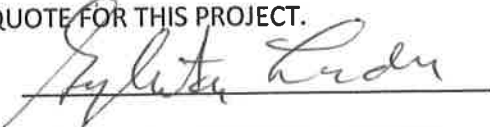
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 2803
FERGUSON WATERWORKS (GULFPORT)
PO BOX 847411
DALLAS, TX 75284-7411

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00228905**
Purchase Order Date **07/15/2022**
Department **ENGINEERING**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	CATRINA.WALKER@FERGUSON.COM	2803	229543	Sharon Waits	

NOTES

2-QUOTE 105 SHADY LANE/CASCADES

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE 105 SHADY LANE/CASCADES QUOTE # B364832 DRAINAGE CATCH BASINS GL #: 001206 - 729500	1.0000	EACH	\$11,555.4500	\$11,555.45

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$11,555.45

Purchase Order Total \$11,555.45

City Clerk



FEL - GULFPORT WW #1227
14231 SEAWAY ROAD
UNIT B-5
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To:

From: Catrina Walker

Comments:

14:35:49 JUL 14 2022

Page 1 of 1

FERGUSON WATERWORKS #1221

Price Quotation

Phone: 228-863-2757

Fax: 228-863-6587

Bid No: B364832
Bid Date: 07/11/22
Quoted By: KET

Cust Phone: 601-545-4501
Terms: NET 10TH PROX

Customer: CITY OF HATTIESBURG
ATTN ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403

Ship To: CITY OF HATTIESBURG
ATTN ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403

Cust PO#:

Job Name: 105 SHADY LN

Item	Description	Quantity	Net Price	UM	Total
N2836AG3	36 DRN BASIN 3 TALL W/RND GRATE*X	2	5500.000	EA	11000.00
A2410NP	24 COR N12 HDPE FLR END SECT COMES WITH BEEHIVE DOME GRATE CATCH BASIN IS 36" X 3' FT TALL 2-3 WEEKS LEAD TIME AFTER DRAWINGS ARE APPROVED	1	555.450	EA	555.45

Net Total: \$11555.45
Tax: \$0.00
Freight: \$0.00
Total: \$11555.45

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



SOUTHERN PIPE & SUPPLY

Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		6902763-00
PO Date	PO #	Page #
07/08/22	Slade	1

Bill To City Of Hattiesburg
PO Box 1898
ACCOUNTING DEPT
HATTIESBURG, MS 39403

Correspondence To Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To City Of Hattiesburg
PO Box 1898
ACCOUNTING DEPT
HATTIESBURG, MS 39403

Instructions

Currency

Ship Point SOUTHERN PIPE - HATTIESBURG
Via Our Truck

Shipped 10Prox,Net30
Terms

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
3	ADS2410NP 24" FLARED END SECTION	00000	1		1	FT	599.00	FT	0.00	599.00
4	2836AG5 36" Nyloplast Basin w/ Atrium Grate	00000	1		1	each	6899.00	each	0.00	6899.00
5	2836AG7 36" Nyloplast Basin w/ Domed Grate	00000	1		1	each	7395.00	each	0.00	7395.00

3	Lines Total	Qty Shipped Total	3	Total	14893.00
				Invoice Total	14893.00

Order Acknowledgement - Quote Order

Customer Copy

Page 1 of 1

SEE TERMS AND CONDITIONS AT WWW.SOUTHERNPIPE.COM



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 2, 2022

Re: Acknowledge Proof of Publications for Hub City Spokes for the month of June 2022.
File Number: 2022-520
Minute Book #

Summary

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

Recommendation Statement

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

Please place this on the August 2, 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 #
6/30/2022	100146



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.	
					7/10/2022			
					Sales Rep		Tearsheets	
					H			
Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount		
6/2/2022	Legal Notices - 2022-38 Resolutions	463 words		55.56		55.56		
6/2/2022	Proof of Publication Fee			3.00		3.00		
6/2/2022	Legal Notices - 3312 Ordinance	275 words		33.00		33.00		
6/2/2022	Proof of Publication Fee			3.00		3.00		
6/16/2022	Legal Notices - Public Hearing Hamilton	247 words		29.64		29.64		
6/16/2022	Proof of Publication Fee			3.00		3.00		
6/16/2022	Legal Notices - Pubic Hearing Quinsy	1198 words		143.76		143.76		
6/16/2022	Proof of Publication Fee			3.00		3.00		
6/16/2022	Legal Notices - Pubic Hearing Bonneval	497 words		59.64		59.64		
6/16/2022	Proof of Publication Fee			3.00		3.00		
6/23/2022	Legal Notices - 100 Short Railroad St Public Notice	443 words		53.16		53.16		
6/23/2022	Proof of Publication Fee			3.00		3.00		
6/23/2022	Legal Notices - 103 Short Railroad St Public Notice	326 words		39.12		39.12		
6/23/2022	Proof of Publication Fee			3.00		3.00		
6/23/2022	Legal Notices - 104 106 Ellis Dr Public Notice	265 words		31.80		31.80		
6/23/2022	Proof of Publication Fee			3.00		3.00		
6/23/2022	Legal Notices - 134 Ruby Ave Public Noitce	267 words		32.04		32.04		
6/23/2022	Proof of Publication Fee			3.00		3.00		
6/23/2022	Legal Notices - 209 Unetta St Public Notice	266 words		31.92		31.92		
6/23/2022	Proof of Publication Fee			3.00		3.00		
6/23/2022	Legal Notices - 213 Unetta St Public Notice	292 words		35.04		35.04		
Did you know we now offer a variety of HELP WANTED solutions? Call us today at (601) 268-2331 for more details.					Total			
					Payments/Credits			
Phone #	Fax #	Questions? E-Mail:		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						

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 #
6/30/2022	100146



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.
					7/10/2022	
					Sales Rep	Tearsheets
					H	
Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
6/23/2022	Proof of Publication Fee			3.00		3.00
6/23/2022	Legal Notices - 310 ATT Ave Public Notice	298 words		35.76		35.76
6/23/2022	Proof of Publication Fee			3.00		3.00
6/23/2022	Legal Notices - 401 Buschman St Pubic Notice	476 words		57.12		57.12
6/23/2022	Proof of Publication Fee			3.00		3.00
6/23/2022	Legal Notices - 402 Dumas Ave Public Notice	396 words		47.52		47.52
6/23/2022	Proof of Publication Fee			3.00		3.00
6/23/2022	Legal Notices - 601 Tipton St Public Notice	320 words		38.40		38.40
6/23/2022	Proof of Publication Fee			3.00		3.00
6/23/2022	Legal Notices - 4301 Mamie St Public Notice	273 words		32.76		32.76
6/23/2022	Proof of Publication Fee			3.00		3.00
6/30/2022	Legal Notices - HMGP 2019 - Historic Mitigation	507 words		60.84		60.84
6/30/2022	Proof of Publication Fee			3.00		3.00

Did you know we now offer a variety of HELP WANTED solutions? Call us today at (601) 268-2331 for more details.			Total	\$868.08
			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: 287 Published 1 times

Date 1st Published: Jun 16 Amt: 34.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.44

Proof of Publication Fee: 3.00

TOTAL: 37.44

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of June, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

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. 3295, duly adopted and approved by the City Council of the City of Hattiesburg on September 14, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3295

AN ORDINANCE AMENDING SECTION 28-13(A) & SECTION 28-13 (C) OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 1857, LAST AMENDED BY ORDINANCE NUMBER 3205, ADOPTED SEPTEMBER 6, 2016, SO AS TO ESTABLISH CHARGES FOR WATER SERVICE AND SUPPLY

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 Ware, seconded by Council Vice President George and was adopted by the following roll call votes: to wit:

Yeas: George, Delgado (via teleconfer-

ence), Carroll, Ware and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 14th day of September, 2021.

(SEAL) ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 14th day of September, 2021.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published June 16, 2022

FOR OFFICE USE ONLY:

☐ Em P: _____

☐ App: _____

☐ File Name: COH -Ordinance 3295

☐ Invoice #: _____

☐ Inv. Crt/Mld: _____

☐ Pymt Rec.d: _____

☐ POP sent: _____



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 463 Published 1 times

Date 1st Published: Jun 2 Amt: 55.56

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 55.56

Proof of Publication Fee: 3.00

TOTAL: 58.56

(signed) Natasha Miller
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 2nd
day of June, 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: City of Hattiesburg - 2022-38 Resolutions
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2022-38, duly adopted and approved by the City Council of the City of Hattiesburg on May 17, 2022. A complete copy of the Resolution 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.

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Municipal Court Supplies and Expenses:

Original Balance: \$35,105; Cumulative Amendments: \$17,000; Amended Budget: \$52,105; Adjust budget for ankle monitors transferred from other services and charges.

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Code Enforcement Other Services and Charges Unappropriated Fund Balance:

Original Balance: \$209,150; Cumulative Amendments: \$60,800; Amended Budget: \$269,950; Adjust budget for demolition and lot clearing.

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Traffic Maintenance Supplies and Expenses Unappropriated Fund Balance:

Original Balance: \$151,150; Cumulative Amendments: \$35,000; Amended Budget: \$186,150; Adjust budget for purchase of school zone flashers.

Section 4. That the following budget amendments are hereby authorized to be made in the City's Construction Supplies & Expenses Unappropriated Fund Balance:

Original Balance: \$98,350; Cumulative Amendments: \$13,500; Amended Budget: \$111,850; Adjust budget for purchase of radios.

Section 5. That the following budget amendments are hereby authorized to be made in the City's Recreation Admin Supplies & Expense Unappropriated Fund Balance:

Original Balance: \$86,960; Cumulative

Amendments: \$18,000; Amended Budget: \$104,960; Adjust budget for pool pump repairs.

Section 6. That the following budget amendments are hereby authorized to be made in the City's Municipal Fire Protection Supplies & Expenses Unappropriated Fund Balance:

Original Balance: \$69,500; Cumulative Amendments: \$50,000; Amended Budget: \$119,500; Adjust budget for oxygen canisters.

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

This notice constitutes compliance with Section 21-35-25 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Carroll, Ware, Brown

Absent: Delgado

Nays: None

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 17th day of May, 2022.

(SEAL:) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

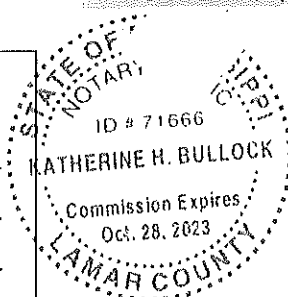
ADOPT: /s/ Carter Carroll, President

The above and foregoing Resolution, having been submitted and approved by the Mayor, this the 17th day of May, 2022.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published June 2, 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: 275 Published 1 times

Date 1st Published: Jun 2 Amt: 33.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.00

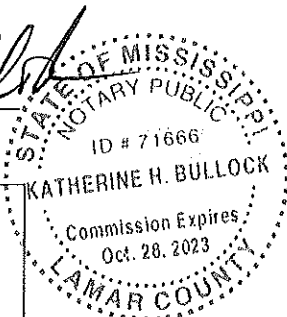
Proof of Publication Fee: 3.00

TOTAL: 36.00

(signed) Natasha McGee
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 2nd
day of June, 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: City of Hattiesburg - 3312 Ordinance
- ☐ 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. 3312, duly adopted and approved by the City Council of the City of Hattiesburg on May 17, 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. 3312
AN ORDINANCE AMENDING THE LAND
DEVELOPMENT CODE,
ORDINANCE NUMBER 3209, AS
AMENDED, SECTION 5, USE REGULATIONS
AND CONDITIONS, SECTION 10, SIGNS AND
SECTION 13, DEFINITIONS RELATED TO MED-
ICAL CANNABIS FOR THE CITY OF HATTIES-

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Carroll, Ware and Brown

Absent: Delgado

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 17th day of May, 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 17th day of May, 2022.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published June 2, 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, repre-
senting 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 an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 287 Published 1 times

Date 1st Published: Jun 16 Amt: 34.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.44

Proof of Publication Fee: 3.00

TOTAL: 37.44

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of June, 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 3295
- ☐ 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. 3295, duly
adopted and approved by the City Council of
the City of Hattiesburg on September 14,
2021. A complete copy of the Ordinance is
available for public inspection during normal
and regular business hours in the office of
the City Clerk of the City of Hattiesburg, 200
Forrest Street, Hattiesburg, Mississippi,
39401.

ORDINANCE NO. 3295

AN ORDINANCE AMENDING SECTION 28-
13(A) & SECTION 28-13 (C) OF THE CODE OF
ORDINANCES FOR THE CITY OF HATTIES-
BURG, BEING ORDINANCE NUMBER 1857,
LAST AMENDED BY ORDINANCE NUMBER
3205, ADOPTED SEPTEMBER 6, 2016, SO AS
TO ESTABLISH CHARGES FOR WATER SERV-
ICE AND SUPPLY

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 Missis-
sippi Code Annotated (1972) as amended.

The above and foregoing Ordinance,
after having been first reduced to writing,
was introduced by Council Member Ware,
seconded by Council Vice President George
and was adopted by the following roll call
votes, to wit:

Yeas: George, Delgado (via teleconfer-

ence), Carroll, Ware and Brown

Absent: None

Nays: None

WHEREUPON the President declared the
motion carried and the Ordinance adopted,
this the 14th day of September, 2021.

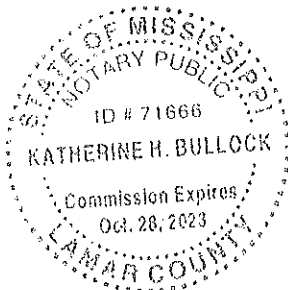
(SEAL) ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, hav-
ing been submitted and approved by the
Mayor, this the 14th day of September, 2021.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published June 16, 2022



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 247 Published 1 times

Date 1st Published: Jun 16 Amt: 29.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 29.64

Proof of Publication Fee: 3.00

TOTAL: 32.64

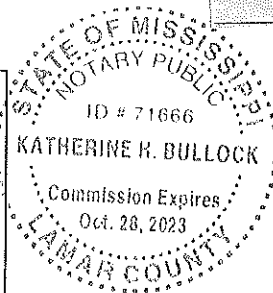
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of June, 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 Hamilton
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Barbara Hamilton, Representative, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as County Drive to "Tommy King Drive" (beginning at the intersection of William Carey Parkway and ending at the intersection of and Edward Street, Ward 2 and Ward 5, Forrest County). Said property being more particularly described as follows, to-wit:

A public road known as County Drive to Tommy King Drive as platted from William Carey Parkway to Edwards Street and contiguous with the Southern boundary of Burkett's Subdivision and Northern boundary of Highland Park Subdivision, said public street is located in the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., July 6th, 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 9th day of June, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kermas Eaton

CITY CLERK

(SEAL)

Published June 16, 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: 1198 Published 1 times

Date 1st Published: Jun 16 Amt: 143.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 143.76

Proof of Publication Fee: 3.00

TOTAL: 146.76

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of June, 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 Quinby
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Quinby Chunn, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for "Horticulture-for profit and research-related" in a B-5 Zone (Regional Business) for a certain property located at 314 E 3rd Street (Parcel 2-0291-10-025.00, PPIN 15714, Forrest County, Ward 4). Said property being more particularly described as follows, to-wit:

A parcel of land lying and being situated in Lot 1 and Lot 2, Hardy & Scott Survey of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows: Commencing at the SW corner of Lot 2, Block 26, Hardy & Scott Survey of the City of Hattiesburg, Forrest County, Mississippi; thence East along the North line of Third Street a distance of 112 feet, more or less, to the West line of Neal Basil Stokes' property; thence North along the West line of said Neal Basil Stokes' property a distance of 130 feet to the North line of said Neal Basil Stokes' property and the Point of Beginning; thence East along the North line of said Neal Basil Stokes' property a distance of 112 feet, more or less, to a point 10 feet West of the centerline of a sidetrack known as Track No. 32, measured at right angles thereto, said point being the NE corner of said Neal Basil Stokes' property; thence Northwestward parallel with and fee West of the centerline of said Track No. 32 a distance of 35 feet; thence Southwestward a distance of 106 feet, more or less, to the Point of Beginning; containing 1,855 square feet, more or less, of which approximately 96 square feet are in said Lot 1 and approximately 1,759 square feet are in said Lot 2.

AND ALSO A parcel of land lying and being situated in Lot 1 and Lot 2, Block 26, Hardy & Scott Survey of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows: Commencing at the SW corner of Lot 2, Block 26, Hardy & Scott Survey of the City of Hattiesburg, Forrest County, Mississippi; thence East along the North line of Third Street a distance of 108 feet to the Point of Beginning; thence North 130 feet; thence East 112 feet, more or less, to a point 10 feet West of the centerline of a side track known as Track No. 32, measured at right angles thereto; thence Southeastward along the West side of said Track No. 32 a distance of 137 feet, more or less, to the North line of said Third Street at a point 10 feet from the centerline of said Track no. 32, measured at right angles thereto; thence West along the North Line of said Third Street a distance of 160 feet, more or less, to the Point of Beginning; containing 5,720 square feet, more or less, in Lot 1 and 11,960 square feet, more or less in Lot 2;

AND ALSO Lot 1 in Block A of the D. Black Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, being in the NE corner of the NW1/4 of the NW1/4 of Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi;

AND ALSO Lot 3 as per the map of the P. F. Phillips and E. McInnis Subdivision of Lot 2, Block A of the D. Black Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi in Plat Book 3 at Page 6;

AND ALSO part of Lot 2 in Block 26 of the Hardy & Scott and also the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of said county and state, ad more particularly described as beginning at the NW corner of said Lot 2; and run thence South 120 feet; run thence East 60 feet; run thence North 120 feet; run thence West 60 feet back to the Point of Beginning;

AND ALSO That portion of Lot 3 lying East of Jackson Street and all of Lot 4 and the closed and vacated portion of the alley or passageway lying between said Lot 4 and the East boundary line of the NW1/4 of NW1/4 of Section 10, Township 4 North, Range 13 West, Forrest County Mississippi, all as shown by according to the map of Kenneth McInnis Subdivision of part of Block 168 of the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi;

AND ALSO An irregular parcel of land located in the North half of the NE1/4 of the NW1/4 of Section 10, Township 4 North, Range 13 West of the St. Stephen's Meridian in Hattiesburg, Forrest County, Mississippi, described as follows: Beginning at the SW corner of Lot 2, Block 26, Hardy & Scott Survey of the City of Hattiesburg; thence North along the West line of said Lot 2 for 140 feet; thence East along a line 10 feet South of and parallel to the North line of said Lot 2 for 60 feet; thence North along a line 60 feet East of and parallel to the West line of said Lot 2 for 120 feet to the North line of said Lot 2; thence east along said Nort line 60 feet, more or less, to a point on a line that lies parallel to and 10 feet Southwesterly from the centerline of Track No. 32; thence South-easterly along said parallel line 100 feet, more or less, to the most Northerly corner of a parcel of land conveyed to Neal B. Stokes

by Deed dated July 18, 1977; thence Southwesterly along the Northwesterly property line of said Neal B. Stokes parcel for 82 feet, more or less, to the Northwesterly corner thereof; thence South along the West property line of said Neal B. Stokes parcel and continuing along the West line of a parcel of land conveyed by the Mississippi Central Railroad Company, now Illinois Central Gulf Railroad Company to N.B. Stokes by Deed dated February 19, 1963 for 155 feet to the South line of said Lot 2; thence West along said South line for 108 feet to the Point of Beginning; being a part of that real estate acquired by Mississippi Central Railroad Company from H.I. Ferguson by Deed dated May 1, 190, and recorded in Deed Book A-1 at Page 297; 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., July 6th, 2022 in the Jackie Dole Sherill 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 9th day of June 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)
Published June 16, 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: 497 Published 1 times

Date 1st Published: Jun 16 Amt: 59.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 59.64

Proof of Publication Fee: 3.00

TOTAL: 62.64

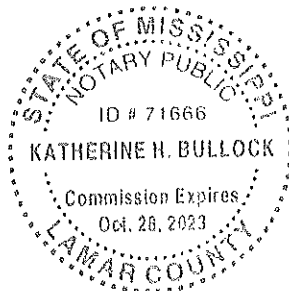
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of June, 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 Bonneval
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Paula Bonneval, Representative, Shiloh Moates, Architect, and Topple Real Estate, LLC, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 7.12.16.1, "...drive-thru facilities shall provide a minimum of five (5) stacking spaces per drive-thru facility..." for a facility requiring ten (10) spaces and instead allow for four (4) total stacking spaces for a variance of six (6) stacking spaces for a property located at 2 Southern Pointe Parkway (Parcel No. 2-040B-29-004.01, PPIN 42638, Forrest County, Ward 5). Said property being more particularly described as follows, to-wit:

A part of the SE ¼ of the NW ¼ of Section 29, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

Commencing at the NW corner of the SW ¼ of the NW ¼ of said Section 29; thence run S00°17'11"W for 2,333.00 feet; thence run East for 1,120.70 feet to the Northwestern Right of Way line of U.S. Highway 11; thence run N33°47'14"E for and along said Northwestern Right of Way line 304.35 feet; thence run N24°18'30"E for and along said Northwestern Right of Way line 399.37 feet; thence run N08°03'40"E and along said Northwestern Right of Way line for 104.16 feet; thence run N24°17'25"E and along said Northwestern Right of Way line for 701.06 feet to the intersection of said Northwestern Right of Way line and the Southwestern Right of Way line of a paved public road for the Point of Beginning; thence run N65°44'59"W and along said Southwestern Right of Way line for 88.21 feet; thence run S72°41'08"W and along said Southwestern Right of Way line for 164.70 feet to a Point on an Arc to the Right having a Radius of 260.00 feet, a chord bearing of N74°49'48"W, and a chord distance of 125.56 feet; thence run along said Arc and along said Southwestern Right of Way line for 126.81 feet; thence run N24°17'45"E for 428.41 feet; thence run S65°42'15"E for 364.20 feet to said Northwestern Right of Way line of U.S. Highway 11; thence run S29°48'40"W and along said Northwestern Right of Way line for 300.44 feet to the Point of Beginning, comprising 2.91 acres, more or less.

TOGETHER WITH all improvements thereon situated and appurtenances there-

unto belonging.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 P.M., July 6, 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 9th day of June 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kemas Eaton

CITY CLERK

(SEAL)

Published June 16, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 443 Published 1 times

Date 1st Published: Jun 23 Amt: 53.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.16

Proof of Publication Fee: 3.00

TOTAL: 56.16

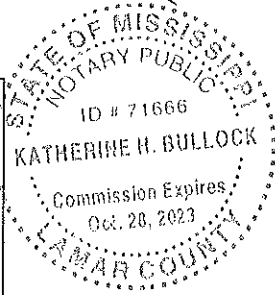
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 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 - 100 Short Railroad St Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Barbara Ann Lee, 190 Kelly Rose Lane, Petal, MS 39465; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, July 5, 2022, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-0381-22-086.00, 100 Short Railroad Street, Hattiesburg, MS, 39401, and better described as: A part of the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4) of Section Twenty-two (22), Township Four (4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, and being definitely described as follows, to wit: Commencing where the west boundary line of the Dixie Highway (Old Highway 49) as now laid out and used, and which was formerly the Hattiesburg and Brooklyn Public Road, crosses or intersects the east and west center line of the said Section 22, and run thence northward along the west boundary line of said highway a distance of 420 feet; run thence west 10 feet; run thence northward along the said west boundary line of said Highway as now widened, a distance of 26 feet; to and for a main point of beginning, thence continue northward along the said west boundary line of said highway a distance of 100 feet; thence run west 200 feet; thence run south parallel with said west boundary of said highway 100 feet; thence run east 200 feet to the main point of beginning, together with all improvements thereon and appurtenances thereunto belonging.
Published June 23, 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: 326 Published 1 times

Date 1st Published: Jun 23 Amt: 39.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.12

Proof of Publication Fee: 3.00

TOTAL: 42.12

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 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 - 103 Short Railroad St Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymnt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Wayne Cornell Barrett, 105 Short RR St, Hattiesburg, MS 39401 OR Bayview Loan Servicing, LLC, 4425 Ponce De Leon Blvd, 5th Floor, Coral Gables, FL 33146; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, July 5, 2022, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against

said property all as provided by statute, to wit:
PARCEL: 2-0381-22-084.00, 103 Short Railroad Street, Hattiesburg, MS, 39401, and better described as: Commence at the SW Corner SW 1/4 of NE 1/4 to Highway 49 North along Highway 446 feet, West 350 feet for Beginning, West 75 feet North to Burkett's Creek, Northeast along Creek to West Line of land owned by C.D. Swilley, thence South the Point of Beginning, all located in Section 22, T2N 4N, R13W, Forrest County, Mississippi.
Published June 23, 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: 265 Published 1 times

Date 1st Published: Jun 23 Amt: 31.80

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.80

Proof of Publication Fee: 3.00

TOTAL: 34.80

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Telegraph 14 LLC, 12121 Wilshire Blvd #555,
Los Angeles, CA 90025; and all unknown persons
claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, July 5, 2022, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 051A-01-007.000, 104/106 Ellis Drive, Hattiesburg, MS, 39402, and better described as: LOTS 9 & 10 - PLANTATION PLACE APTS S/D PB 2/12 PLANTATION PLACE APTS.

Published June 23, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 104 106 Ellis Dr Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting 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 an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 267 Published 1 times

Date 1st Published: Jun 23 Amt: 32.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.04

Proof of Publication Fee: 3.00

TOTAL: 35.04

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Rew Holdings Company, 1309 Cherry
Street, Hattiesburg, MS 39401; and all unknown
persons claiming any right, title or interest in or to
the hereinafter described property.

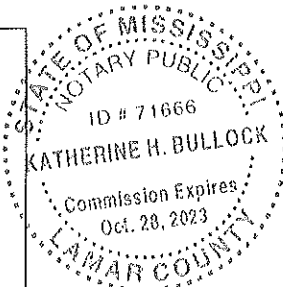
PLEASE TAKE NOTICE PURSUANT TO §21-19-11
of the Mississippi Code of 1972, as annotated and
amended, the City Council of the City of Hatties-
burg will hold a public hearing at 4:00 p.m. on
Tuesday, July 5, 2022, Hattiesburg, MS to deter-
mine whether or not the hereinafter-described
property is in such a state of uncleanness to be
a menace to the public health and safety of the
community. You have a right to file an answer and
to appear at said hearing in person or otherwise
and to offer your defense, if any. If, at such hearing,
the City Council shall adjudicate the property in its
then condition to be a menace to the health and
safety of the community, the City of Hattiesburg
shall, if the owner will not do so himself, proceed
to have the land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then adjudi-
cate the costs plus penalty of cleaning said prop-
erty and the costs may become assessment
against the property, which shall be a lien against
said property all as provided by statute, to wit:

PARCEL: 2-038B-15-388.00, 134 Ruby Avenue,
Hattiesburg, MS, 39401, and better described as:
Buschman J. H. Subdivision E 1/2 9 Blk 20 Year 2018
S-T-R: 15-04N-13W Deed Book 1259 Page 665.

Published June 23, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 134 Ruby Ave Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting 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 an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 266 Published 1 times

Date 1st Published: Jun 23 Amt: 31.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.92

Proof of Publication Fee: 3.00

TOTAL: 34.92

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 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 - 209 Unetta St Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Tommy Q & Harriett Elizabeth Shows, C/O
Williamson Properties LLC., 100 West Hospital Dr,
Hattiesburg, MS 39402; and all unknown persons
claiming any right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11
of the Mississippi Code of 1972, as annotated and
amended, the City Council of the City of Hatties-
burg will hold a public hearing at 4:00 p.m. on
Tuesday, July 5, 2022, Hattiesburg, MS to deter-
mine whether or not the hereinafter-described
property is in such a state of uncleanness to be
a menace to the public health and safety of the
community. You have a right to file an answer and
to appear at said hearing in person or otherwise
and to offer your defense, if any. If, at such hearing,
the City Council shall adjudicate the property in its
then condition to be a menace to the health and
safety of the community, the City of Hattiesburg
shall, if the owner will not do so himself, proceed
to have the land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then adjudi-
cate the costs plus penalty of cleaning said prop-
erty and the costs may become assessment
against the property, which shall be a lien against
said property all as provided by statute, to wit:

PARCEL: 2-0291-10-252.00, 209 Unetta
Street, Hattiesburg, MS, 39401, and better de-
scribed as: Lots 5 Blk 6 McInnis D. D. 1st Add.

Published June 23, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 292 Published 1 times

Date 1st Published: Jun 23 Amt: 35.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.04

Proof of Publication Fee: 3.00

TOTAL: 38.04

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Apostles Doctrine Ministries Church, 1520
Adeline Street Ste D & E, Hattiesburg, MS 39401;
and all unknown persons claiming any right, title

or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, July 5, 2022, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-0291-10-254.00, 213 Unetta Street, Hattiesburg, MS, 39401, and better described as: Lots seven (7) and eight (8), Block six (6), D. D. McInnis 1st Subdivision. Map or plat of said Subdivision is on file and of record in the office of the Chancery Clerk of Forrest County, Hattiesburg, Mississippi

Published June 23, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 213 Unetta St Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 298 Published 1 times

Date 1st Published: Jun 23 Amt: 35.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.76

Proof of Publication Fee: 3.00

TOTAL: 38.76

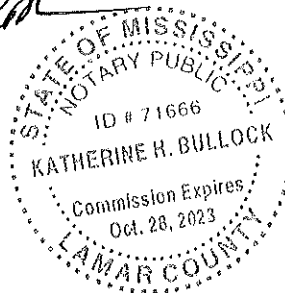
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 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 - 310 ATT Ave Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Claudia & Fredrick Reamous, C/O Dorothy Webb, 116 Tremont St, Thomasville, NC 37260; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, July 5, 2022, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-042F-26-095.00, 310 ATT Avenue, Hattiesburg, MS, 39401, and better described as: Lot Twenty-nine (29) in Block One (1) of the H. C. Hudson Subdivision Number One being a part of the Northeast Quart (NE ¼) of the Southeast Quart (SE ¼) of Section Twenty-Six (26), Township Four (4) North, Range Thirteen (13) West, Forrest County, Mississippi.

Published June 23, 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: 476 Published 1 times

Date 1st Published: Jun 23 Amt: 57.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 57.12

Proof of Publication Fee: 3.00

TOTAL: 60.12

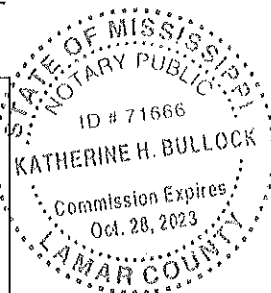
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 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 - 401 Buschman St Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mid: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Caroline Leona Hester, 401 Buschman Street, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, July 5, 2022, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property as provided by statute, to wit:

PARCEL: 2-0291-10-211.00, 401 Buschman Street, Hattiesburg, MS, 39401, and better described as: A part of Lots 1 and 2 in Block 61, according to the Kamper and Whinnery Subdivision No. 2 of the City of Hattiesburg, Forrest County, Mississippi, according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, and being more particularly described as beginning at the Northwest Corner of said Lot 2, which is the intersection of River Avenue and Buschman Street, from said Point of Beginning run East along the South line of Buschman Street for a distance of 324 feet for the Point of Beginning of the property herein described, from said Point of Beginning run in a Southeasterly direction and parallel with the East margin of Lot 1 and 2 a distance of 231.9 feet to an iron pin, thence at an interior angle and along the quarter section line a distance of 115.1 feet to an iron pin, thence run Northwesterly and parallel to the dividing lines of Lots 1 and 2 a distance of 151.7 feet to the South margin of Buschman Street, thence at right angles run Westwardly along the South margin of Buschman Street a distance of 85 feet to the said Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging; said property being further identified as Municipal No. 41 Buschman Street, Hattiesburg, Mississippi.

Published June 23, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 396 Published 1 times

Date 1st Published: Jun 23 Amt: 47.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 47.52

Proof of Publication Fee: 3.00

TOTAL: 50.52

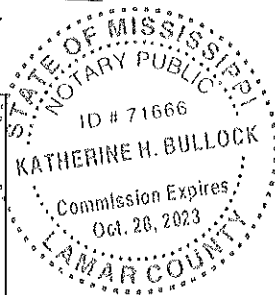
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 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 - 402 Dumas Ave Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Pamela Coleman, 402 Dumas Ave, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, July 5, 2022, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property as provided by statute, to wit:

PARCEL: 2-038C-16-120.00, 402 Dumas Avenue, Hattiesburg, MS, 39401, and better described as: Beginning at the Northernmost point and corner of Lot one (1) of the Louis Letien Subdivision of Block 38 of the D.D. McInnis third survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, which is the intersection of 84th Avenue and Royal Street, run thence Westerly along the 84th Avenue 175 feet, run thence Easterly to a point on Royal Street 200 feet from the Point of beginning, run thence Northeasterly along the margin of Royal Street 200 feet to the point of beginning, the same being Leasehold Property for a term of 99 years from January 21, 1952 and the same being located and forming a Part of Section 16, Township 4 North, Range 13 West, in the County of Forrest, State of Mississippi.

Published June 23, 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, repre-
sented The PineBelt NEWS, a weekly newspaper published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 320 Published 1 times

Date 1st Published: Jun 23 Amt: 38.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.40

Proof of Publication Fee: 3.00

TOTAL: 41.40

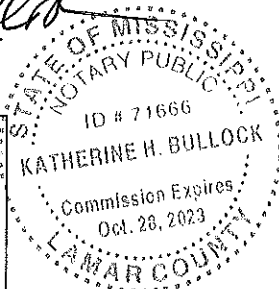
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 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 - 601 Tipton St Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Jim Reid, 601 Tipton St, Hattiesburg, MS
39401 or Jim Reid C/O Linda Ann Reid 512 S Tipton
St, Hattiesburg, MS 39401; and all unknown per-
sons claiming any right, title or interest in or to the
hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11
of the Mississippi Code of 1972, as annotated and
amended, the City Council of the City of Hatties-
burg will hold a public hearing at 4:00 p.m. on
Tuesday, July 5, 2022, Hattiesburg, MS to deter-
mine whether or not the hereinafter-described
property is in such a state of uncleanness to be
a menace to the public health and safety of the
community. You have a right to file an answer and
to appear at said hearing in person or otherwise
and to offer your defense, if any. If, at such hearing,
the City Council shall adjudicate the property in its
then condition to be a menace to the health and
safety of the community, the City of Hattiesburg
shall, if the owner will not do so himself, proceed
to have the land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then adjudi-
cate the costs plus penalty of cleaning said prop-
erty and the costs may become assessment
against the property, which shall be a lien against
said property all as provided by statute, to wit:

PARCEL: 2-029P-10-180.00, 601 Tipton Street,
Hattiesburg, MS, 39401, and better described as:
The North half of North half of Lot one, and part of
the North half of the North half of Lot 2, in Block
113 of the Kamper and Whinnery Survey of the City
of Hattiesburg, Mississippi, said property having
frontage of 52.5 feet on South Tipton Street with
a uniform depth of 140 feet on Elizabeth Avenue.

Published June 23, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 273 Published 1 times

Date 1st Published: Jun 23 Amt: 32.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.76

Proof of Publication Fee: 3.00

TOTAL: 35.76

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of June, 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 - 4301 Mamie St Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mid: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

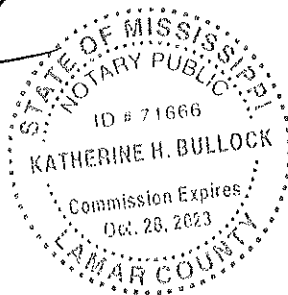
NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Emmett Eugene Williams, Po Box 16252,
Hattiesburg, MS 39404-6252; and all unknown
persons claiming any right, title or interest in or to
the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11
of the Mississippi Code of 1972, as annotated and
amended, the City Council of the City of Hattiesburg
will hold a public hearing at 4:00 p.m. on
Tuesday, July 5, 2022, Hattiesburg, MS to determine
whether or not the hereinafter described
property is in such a state of uncleanness to be
a menace to the public health and safety of the
community. You have a right to file an answer and
to appear at said hearing in person or otherwise
and to offer your defense, if any. If, at such hearing,
the City Council shall adjudicate the property in its
then condition to be a menace to the health and
safety of the community, the City of Hattiesburg
shall, if the owner will not do so himself, proceed
to have the land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then adjudicate
the costs plus penalty of cleaning said property
and the costs may become assessment
against the property, which shall be a lien against
said property as provided by statute, to wit:

PARCEL: OSIR-12-064 000, 4301 Mamie
Street, Hattiesburg, MS, 39402, and better described as:
PT. BLKS 2 & 3 & PT VACATED ST LESS
HWY ROW - BLK 3 - RESIDENCE ADD (SE 1/4 SE 1/4)
PB 1/86

Published June 23, 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: 507 Published 1 times

Date 1st Published: Jun 30 Amt: 60.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 60.84

Proof of Publication Fee: 3.00

TOTAL: 63.84

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 30th
day of June, 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: City of Hattiesburg - HMGP 2019 - Historic Mitigation
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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 resources 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:

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).

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".

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 30, 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.

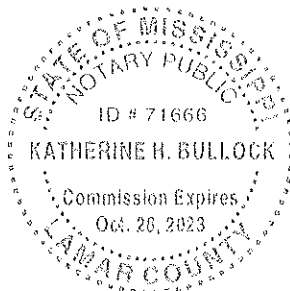
All questions related to this Legal Ad shall be submitted in writing and directed to:

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: /s/ Kemas Eaton
CITY CLERK

Toby Barker, Mayor
Published June 30, 2022





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, August 2, 2022
Re: Acknowledge no bids were received July 21, 2022 for the FTA Sidewalk Project - Hardy Street & Kamper Park, and Authorize re-advertisement for bids for same.
File Number: 2022-539
Minute Book #

Summary

Acknowledge no bids were received July 21, 2022 for the FTA Sidewalk Project - Hardy Street & Kamper Park, and Authorize re-advertisement for bids for same.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 2, 2022 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

**FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
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, **September 8**, 2022 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of sidewalk, landscaping, and a pedestrian bridge along Hardy Street from Park Avenue to 17th Avenue. 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:

August 7, 2022

August 14, 2022

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

**FTA SIDEWALK PROJECT
HARDY STREET - KAMPER PARK**

FOR THE

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



JULY 2022

PREPARED BY



7/22/2022



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

**FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
CITY OF HATTIESBURG, MISSISSIPPI**

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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.

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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.

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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:

August 7, 2022

August 14, 2022

INSTRUCTIONS TO BIDDERS

FTA SIDEWALK PROJECT HARDY STREET – KAMPER PARK 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: FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
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

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.

28. CONTRACT TIME

The number of calendar days to complete the work will be **150** calendar days for the Base Bid Work.

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.

BIDDER'S PROPOSAL

FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL
FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the FTA Sidewalk Project-Hardy Street-Kamper Park.

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>
202-B	Removal of Concrete Sidewalk	SY	470		
202-B	Removal of Curb & Gutter, All Types	LF	130		
202-B	Removal of Concrete Pavement	SY	160		
202-B	Removal of Pipe, 8" and Above	LF	250		
202-B	Removal of Inlets, All Sizes	EA	3		
202-B	Removal of Fence	LF	750		
202-B	Removal of Crape Myrtle	EA	14		
202-B	Removal of Trees, Greater than 10"	EA	5		
202-B	Removal of Traffic Stripe	LF	250		
202-B	Removal of Electrical Service Pole and Wire	EA	1		
202-B	Removal of Batting Cage, Poles and Netting	LS	1	XXXX	
203-A	Unclassified Excavation, FM, AH	CY	300		
203-EX	Borrow Excavation, AH, FME, Class B9	CY	2500		
203-G	Excess Excavation, FM, AH	CY	550		
211-A	Topsoil for Slope Treatment, from Right of Way	SY	2800		
219-A	Watering	KGAL	370		
211-A	Topsoil for Slope Treatment, Contractor Furnished	CY	120		

00300-4

216-A	Solid Sodding, Centipede	SY	2325		
234-A	Temporary Silt Fence	LF	2500		
237-A	Wattles, 20"	LF	1000		
246-A	Sandbags	EA	100		
211-C	Topsoil for Plant Holes, Contractor Furnished	CY	8		
230-A	Shrub Planting, Daylily, (1) GAL	EA	62		
230-A	Shrub Planting, Parsons Juniper, (1) GAL	EA	37		
230-A	Shrub Planting, Dirift Rose "Peach", (3) GAL	EA	28		
230-B	Tree Planting, Live Oak, 30 Gallon	EA	15		
230-D	Bed Preparation	SF	850		
232-A	Fertilizer for Woody Plant Material, Tabler, 21 Gram	EA	202		
233-A	Tree Bark Mulch, Type III	CY	2		
233-A	Tree Bark Mulch, Type V	CY	2		
601-B	Class "B" Structural Concrete, Minor Structures	CY	16		
602-A	Reinforcing Steel	LBS	1450		
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	24		
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	24		
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	144		
603-PC	18" Corrugated Polyethylene Pipe	LF	520		
603-SB	36" Branch Connections, Stub into Concrete Ditch	EA	2		
603-SB	Concrete Ditch Wall Repair	EA	3		

603-SB	Plug Concrete Pipe	EA	3		
604-A	Castings	LBS	158		
604-B	Gratings	LBS	1200		
907-603-PP	Preformed Polyethylene Drainage Catch Basin, 30"	EA	4		
607-B	8' Chain Link Fence	LF	210		
607-PP	8' chain Link Fence Gate, Per Plans	EA	1		
608-A	Concrete Sidewalk, Without Reinforcement	SY	1750		
609-D	Combination Concrete Curb and Gutter	LF	130		
613-D	Adjustment of Manholes	EA	1		
613-D	Adjustment of Water Valves	EA	4		
613-D	Adjustment of Electrical Pull Boxes	EA	2		
618-A	Maintenance of Traffic	LS	1	XXXX	
620-A	Mobilization	LS	1	XXXX	
699-A	Roadway Construction Stakes	LS	1	XXXX	
626-H	Legend, White	LF	385		
907-608-E	Asphalt Pavement Texturing	SF	500		
647-PP	Electrical Pullbox, Per Plans	EA	5		
637-C	Traffic Signal Conduit, Underground, Type 4, 2" (Inc. Pull String)	LF	875		
907-634-A	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	1		
907-634-C	Pole Foundations, Class "B" Concrete	CY	1		
635-A	Traffic Signal Head, Type 6	EA	2		

907-636-B	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	100		
907-636-D	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	16		
907-637-A	Pull Box Enclosure, Type 2	EA	2		
907-637-C	Traffic Signal Conduit, Underground, Type 4, 2"	LF	20		
907-637-D	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	78		
907-643-A	Video Vehicle Detection Sensor, Type 3	EA	1		
907-643-B	Video Vehicle Detection Cable	LF	180		
907-645-B	Accessible Pedestrian Detection Assembly	EA	4		
647-A	Removal of Existing Traffic Signal Equipment	LS	1	XXXX	
907-242-PP	*** Removable Bollards, Per Plans	EA	2		
907-242-PP	*** Pedestrian Bridge, 12' W by 110' L (Inc. Decking)	LS	1	XXXX	
601-B	*** Class "B" Structural Concrete	CY	30		
602-A	*** Reinforcing Steel	LBS	4500		
803-A	*** Test Pile	LS	1	XXXX	
803-B	*** Conventional Static Pile Load Test	EA	1		
803-D	*** HP 14X73 Steel Piling	LF	780		
Total Base Bid \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

***** Portion of these items to be paid for by the Hattiesburg Zoo. Contractor shall submit a separate pay application as directed by the Engineer for these items billed to the Hattiesburg Zoo.**

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

**FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
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

**FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
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

**FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
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

**FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
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 "FTA Sidewalk Project-Hardy Street-Kamper Park" 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:

(Principal) Secretary
(Seal)

Principal
By _____

(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: FTA Sidewalk Project
 Hardy Street – Kamper Park
 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
FTA SIDEWALK PROJECT
HARDY STREET – KAMPER PARK
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 _____	

Procurement.

A. All items to be purchased under this Agreement must be in accordance with all Federal and State governmental standards, including but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

B. Recovered Materials.

1) In the performance of this Agreement and any subcontract, the CONTRACTOR shall, and require its subcontractors to, make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired as follows:

- a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- b) Meeting performance requirements of the Agreement; or
- c) At a reasonable price.

2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The CONTRACTOR shall comply with 2 C.F.R. Part 200, Subpart D, in the procurement of property or services under this Agreement.

Equal Employment Opportunity. During the performance of this Agreement, the CONTRACTOR agrees as follows:

A. 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 nondiscrimination clause.

B. 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 considerations for employment without regard to race, color, religion, sex, or national origin.

C. 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' representatives 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.

D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.

F. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement 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 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONTRACTOR shall include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 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 the 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.

H. The CONTRACTOR shall comply with all applicable Federal implementing regulations and other implementing requirements FTA may issue.

Compliance with the Contract Works Hours and Safety Standards Act.

A. 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.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor 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 (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 (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor 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 (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

Environmental Standards.

A. Clean Air Act.

1) The CONTRACTOR shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*

2) The CONTRACTOR shall report each violation to the COUNTY, which will report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

3) The CONTRACTOR shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA under this Agreement.

B. Federal Water Pollution Control Act.

1) The CONTRACTOR shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*

2) The CONTRACTOR shall report each violation to the COUNTY, which will report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency Regional Office.

3) The CONTRACTOR shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA under this Agreement.

6.23 Debarment and Suspension.

A. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR shall verify that none of the subcontractors, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).

B. The CONTRACTOR must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and debarment.

Byrd Anti-Lobbying Amendment.

A. The CONTRACTOR has executed the certification regarding lobbying required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352, attached as **Attachment C**.

B. Contractors and subcontractors who apply or bid for an award under this Agreement of \$100,000 or more shall file the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (which can be located at Appendix A, 44 C.F.R. Part 18). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights. The CONTRACTOR shall comply with 49 U.S.C. Section 5332, the Florida Civil Rights Act of 1992, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, all implementing regulations of these statutes, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The CONTRACTOR shall not discriminate against present or prospective employees on the basis of age and shall comply with any implementing requirements that FTA may issue. **6.26 Drug-Free Workplace.** In accordance with the Drug Free Workplace Act of 1988 (codified at 41 U.S.C. Section 8101 *et seq.*, implemented by 2 C.F.R. Part 2429), the CONTRACTOR certifies that it has a policy designed to ensure that the CONTRACTOR's workplace is free from the illegal use, possession, or distribution of drugs or alcohol. The CONTRACTOR will require all of its subcontractors under this Agreement to comply with this requirement.

Business Enterprises. The CONTRACTOR will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, (15 U.S.C. Section 632). The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

To the extent applicable, the CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the COUNTY deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the CONTRACTOR from future bidding as non-responsible. 49 C.F.R. §

26.13(b).

The CONTRACTOR shall pay all subcontractors for satisfactory performance of their subcontracts no later than thirty (30) days from receipt of each payment the COUNTY makes to the CONTRACTOR.

USDOT Seal, Logo, and Flags. The CONTRACTOR shall not use the United States Department of Transportation (USDOT) seals, logos, crests, or reproductions of flags or likenesses of USDOT agency officials without specific FTA pre-approval.

False Claims and Statements. The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party or entity pertaining to any matter resulting from the Agreement. The CONTRACTOR will include this provision in all subcontracts under this Agreement.

Buy America. The CONTRACTOR shall comply with 49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. Section 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. Section 5323(j)(2)(C) and 49 C.F.R. Section 661.11. The CONTRACTOR has submitted the appropriate Buy America certification with its proposal.

Cargo Preference. To the extent applicable, the CONTRACTOR shall:

A. Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

B. Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY; and

C. Include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation. The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801, *et seq.* and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Agreement that may be financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Federal Government reserves the right to impose the penalties of

18 U.S.C. Section 1001 and 49 U.S.C. Section 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR shall include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. The clauses must not be modified, except to identify the subcontractor who will be subject to the provisions.

Safe Operation of Motor Vehicles. The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the CONTRACTOR or the COUNTY. The CONTRACTOR shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle that the CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

Veterans Employment. As provided by 49 U.S.C. Section 5325(k), to the extent practicable, CONTRACTOR shall, and require its subcontractors to,

A. give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

B. not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

"General Decision Number: MS20220131 02/25/2022

Superseded General Decision Number: MS20210131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

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 the 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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022

ELEC0903-006 01/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 29.20	6.68+1.5%+8%

* SUMS2010-054 08/04/2014		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54 **	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.55 **	0.00
INSTALLER - SIGN.....	\$ 12.19 **	0.00
INSTALLER: Guardrail.....	\$ 12.39 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading.....	\$ 10.34 **	0.00
LABORER: Flagger.....	\$ 11.42 **	0.00
LABORER: Grade Checker.....	\$ 14.82 **	0.00
LABORER: Luteman.....	\$ 12.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.57 **	0.00
LABORER: Pipelayer.....	\$ 14.50 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.17 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94 **	0.00
OPERATOR: Bulldozer.....	\$ 13.99 **	0.00
OPERATOR: Concrete Saw.....	\$ 13.93 **	0.00
OPERATOR: Crane.....	\$ 14.80 **	0.00
OPERATOR: Distributor.....	\$ 11.46 **	0.00
OPERATOR: Grader/Blade.....	\$ 16.09	0.00
OPERATOR: Loader.....	\$ 13.99 **	0.00

OPERATOR: Mechanic.....	\$ 13.00 **	0.00
OPERATOR: Milling Machine.....	\$ 16.96	0.00
OPERATOR: Oiler.....	\$ 12.22 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56 **	0.00
OPERATOR: Roller (All Types)....	\$ 12.17 **	0.00
OPERATOR: Scraper.....	\$ 14.00 **	0.00
OPERATOR: Tractor.....	\$ 12.00 **	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18 **	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. 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 DECISIO"

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



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a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

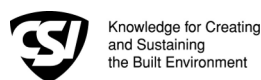
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The Associated General Contractors of America



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:

-
- 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).

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- 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.

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5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
 - B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
 - C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
 - D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
 - E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
 - F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
 - G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
 - H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
 - I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
 - 1. No Exceptions Taken.
 - 2. Make Corrections Noted.
 - 3. Revise and Resubmit.
 - 4. Rejected.
 - 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

-
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 * ***

SECTION 02270

SLOPE PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.01 Section Includes

- A. Temporary and permanent erosion control systems.
- B. Slope Protection Systems.

1.02 Related Sections

- A. Section 234, Silt Fence
- B. Section 907-237, Wattles
- C. Section 907-246, Sandbags and Rockbags
- D. Erosion Control Details
- E. Construction Requirements

1.03 Permits

- A. Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

1.04 Environmental Requirements

The contractor shall meet the requirements of The USDA/Mississippi "Planning and Design Manual for the Control of Erosion, Sediment, and Stormwater" (first edition – April 1994) in addition to the Field Manual for Erosion and Sediment Control on Construction Site in Mississippi (second edition – 2005) in the implementation of erosion and sediment controls to protect adjacent properties and water resources from erosion and sediment damage throughout the life of the contract.

The maximum total acreage that can be disturbed, at one time, on the project is NINETEEN (19) acres. The Contractor shall be required to "stabilize" disturbed areas prior to opening up additional sections of the project. "Stabilized" shall be when the disturbed area has been grassed either temporary or permanent, and mulched according to the specifications. Disturbed areas include, but not limited to, roadbeds, slopes, and other remaining areas within the project limits.

PART 2 - PRODUCTS

2.01 Materials

- A. Quick growing grasses such as wheat, rye or oats (See Section 02900).
- B. Hay or straw bales.
- C. Fencing for siltation control as specified on the plans.
- D. Curlex blankets by American Excelsior Company or approved equal.
- E. Temporary mulches such as loose hay, straw, netting, wood cellulose or agricultural silage.
- F. Wattles
- G. Triangular Silt Dikes
- H. Sandbags
- I. Inlet Siltation Guards.
- J. Silt Basins
- K. Turbidity Barriers.
- L. Erosion and Siltation Control Plan

PART 3 - EXECUTION

3.01 Preparation

- A. Review site Erosion Control Plan. The Contractor shall submit to the Project Engineer for approval, a comprehensive Erosion and Siltation Control Plan utilizing temporary measures and permanent erosion control features to provide acceptable controls during all stages of construction.
- B. Erosion Control Plan (ECP) shall include (at a minimum) the following:
 - Plan sheets, 11"x17" or larger, of all areas within project site, showing locations of all temporary/permanent erosion control devices.
 - Detailed description of the proposed sequence of operations, but not limited to, clearing and grubbing, excavation, drainage, and structure installation.
 - Detailed description of best management practices (BMP) to be used to prevent siltation and erosion during sequence of operations.
 - A copy of the Certification for the Contractor's Certified Erosion Control Person whose primary duty shall be monitoring and maintaining the effectiveness of the ECP and compliance with the NPDES permit requirements. (THE CONTRACTOR'S SUPERINTENDENT CANNOT BE THE CERTIFIED EROSION CONTROL PERSON.)
 - Plan for disposal of waste materials within the project site which shall include but

not be limited to:

- Containment and disposal of materials from the cleaning (washing out) of concrete trucks that are delivering concrete to the project site.
 - Containment and disposal of fuel/petroleum materials at staging areas on the project.
 - The ECP shall be maintained for review on the project site at all times, updated as work progresses to show changes due to revisions in the sequences of construction operations, replacement of inadequate BMPs, and the maintenance of BMPs. Work shall not be started until and ECP has been approved by the Engineer. The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the ECP, updates to the ECP, and/or proper maintenance of the BMPs.
- C. Deficiencies or changes in the Erosion Control Plan as it is applied to current conditions will be brought to the attention of the Engineer for remedial action.

3.02 Erosion Control and Slope Protection Implementation

- A. Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas as directed by the Engineer.
- B. Contractor shall make inspections and shall furnish the Engineer with the results of each weekly inspection as soon as possible following the date of the inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form. The contractor's representative and the Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. Securing a permit for storm water discharge associated with the Contractor's activity shall be the responsibility of the Contractor. Contractor shall provide, set up, and read an on-site rain gauge.
- C. The engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct the contractor to provide immediate permanent or temporary pollution control measures. The contractor will be required to incorporate all permanent erosion control features into the project at the earliest practical time to minimize the need for temporary controls. Cut slopes shall be permanently seeded and mulched as the excavation proceeds to the extent considered desirable and practical.
- D. The temporary erosion control systems installed by the contractor shall be maintained as directed by the engineer to control siltation at all times during the life of the contract. The contractor must respond to any maintenance or additional work ordered by the engineer within a 48-hour period.
- E. Disturbed areas that remain inactive for a period of more than thirty (30) days shall be temporary grassed and mulched. Temporary grassing and mulching shall be included in other items of work.

****END OF SECTION****

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-608-1

CODE: (XX)

DATE: 8/07/2009

SUBJECT: ASPHALT PAVEMENT TEXTURING

608.01-Description. This work consist of elevating the temperature of an asphalt pavement surface and then pressing a metal template into the surface to replicate, in relief, the grout depressions common to hand-laid brick or cobblestone, or any other design as shown on the drawings or described in the specifications. The imprinted asphalt pavement surface is then coated with a coating or system of coatings specifically formulated for asphalt pavement. It shall include the furnishing and application of coating or system of coatings.

608.02-References

608.02.1. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.

608.02.2. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

608.02.3. ASTM D522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.

608.02.4. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.

608.02.5. ASTM D-2486 MEK rub test for chemical resistance.

608.02.6. ASTM E-303 British Pendulum test for friction.

608.02.7. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

608.03-Definitions

608.03.1. "Qualified Applicator" is a contractor or applicator who has completed asphalt pavement texturing work and can provide certification and references upon request.

608.03.2. "Textured asphalt Pavement" is asphalt pavement that has been subjected to imprinting or stamping in a specific pattern.

608.04-Submittals. The documents required shall be submitted within 10 days after Notice of Award is issued. The documents are as follows:

608.04.1 Proof of applicator's ability. A copy of the current year license as provided to the proposed applicator issued by a recognized authority in the execution of asphalt pavement texturing work. Failing that, at least 3 reference sites and written references from 3 previous customers for work performed by this applicator.

608.04.2 A list of the major equipment to be used in the execution of the Work. This list will include the asphalt pavement reheat machinery, spray equipment, compactor(s) and templates.

608.04.3 The name of the coating(s) and the coating supplier's name.

608.04.4 Certified performance test results of the coating materials as outlined in Table 1.

608.04.5 Confirmation of coating color(s).

608.05-Construction Requirements

608.05.1 Coatings. Properly designed asphalt pavement coatings have been scientifically formulated to provide the optimal balance of performance properties for a durable, long lasting color and texture to asphalt pavement surfaces. The asphalt pavement coating shall be environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC). Only asphalt pavement coatings from qualified pavement coating suppliers shall be used. The coating supplier shall provide proof of these required performance properties in Table 1.

608.05.2 Minimum Performance Properties of Asphalt Coatings. The following table outlines the minimum required performance properties of the asphalt pavement coating. These performance properties must be ascertained by a Certificate of Analysis issued by an approved testing facility.

TABLE 1: Required Performance Properties of Asphalt Pavement Coating

Characteristic	Test Specification	Minimum Required result
Durability Taber Abrasion (cycles to wear-through)	ASTM D-4060 Abrasion Resistance of Organic Coatings (wet wear) 7 day cure, 24 hour soak; H-10 wheel	Wear Index (WI) < 5.0
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color $\Delta E < 1.5$
Flexibility: Mandrel Bend	ASTM D522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D3960-05 Volatile Organic Compounds	VOC < 150

608.05.3 Equipment. The following specialized equipment shall be used in the execution of the Work.

608.05.3.1 Metal wire rope templates are used to create the desired imprint pattern. Metal wire rope shall be $\frac{3}{8}$ " in diameter. Only use templates that have been supplied by a manufacturer who has the proven expertise in manufacturing these templates for this type of application.

608.05.3.2 Only asphalt pavement reheat equipment specifically designed for asphalt pavement texturing shall be used in the execution of this work. The primary asphalt pavement re-heat equipment must cycle the heat application and must allow the equipment operator to check the pavement surface temperature during the heating process. These controls are necessary to enable the pavement temperature to be elevated gradually, giving the operator the ability to ensure that the pavement is not overheated or adversely affected. Heaters without these controls are strictly prohibited as the primary re-heat equipment.

608.05.3.3 Hand-held portable heating devices may be used only for areas where it is difficult to operate the re-heat machine. These may not be used as the primary pavement re-heating device.

608.05.3.4 Finishing tools that are designed to enable the applicator to complete the imprinting of the asphalt pavement in areas which may be inaccessible to the template such as curbs and manhole covers are permitted.

608.05.3.5 Vibratory Plate Compactors shall be used for pressing the templates into the heated asphalt pavement to create the specified pattern.

608.05.3.6 Specialized coating spray equipment must be used in the application of the coating and must be capable of applying the coating to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating. More specifically, the spray equipment pump must be capable of providing a continuous recirculation of the coating in order to keep the solids within the coating in suspension.

608.05.4 Execution

608.05.4.1 General. The pavement texturing system shall be supplied and installed by a Qualified Applicator in accordance with the plans and specifications or as directed by the Owner. Do not begin the Work until confirmation of the Applicator's qualifications is provided in accordance with 608.04.

608.05.4.2 Pre-Conditions – Asphalt Pavement. A highly stable asphalt pavement free of defects is a pre-requisite for the installation of a pavement texturing system. Do not install the pavement texturing system over poor quality asphalt pavement.

608.05.4.2.1 Pre-requisites for new asphalt pavement. A durable and stable asphalt pavement mix design installed according to best practices over a properly prepared and stable substrate is a pre-requisite for all long-lasting asphalt pavement surfaces. The application of a pavement texturing system does not change this requirement.

608.05.4.2.2 Pre-requisites for existing asphalt pavement. Depending upon the condition and age, existing asphalt pavement may or may not be suitable for the successful application of a pavement texturing system. Minimally, the asphalt pavement must be in excellent condition and not have any defects including cracks, ruts or potholes nor demonstrate any flushing, raveling or like deficiencies.

608.05.4.2.3 Pavement Marking Removal: recommended guidelines. Pavement markings may be removed by sandblasting, water-blasting, grinding, or other approved mechanical methods. The removal methods shall, cause no damage to the pavement surface. The Owner shall determine if the removal of the markings is satisfactory for the application of the pavement texturing system. Work shall not proceed until this approval is granted.

608.05.4.2.4 Surface Preparation. The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

608.05.4.3 Layout. Layout of the pattern for imprinting into the surface of the asphalt pavement shall be as per the drawings and specifications.

608.05.4.4 Heating the Asphalt Pavement. The Applicator shall use asphalt pavement reheat equipment as described in Section 608.05.3.

The optimal pavement temperature for imprinting the template is dependent upon mix design, modifiers used in the mix, the age of the pavement and weather. The surface temperature of the pavement should not exceed 325°F as determined by an infra-red thermometer reading taken after the heat is applied to the asphalt pavement.

In order to achieve the proper depth of imprint it is important to elevate the asphalt pavement temperature to a minimum depth of 1/2 inch (12.5mm) without burning the pavement surface. This shall be accomplished using asphalt pavement reheat equipment that is specifically designed for this Work.

608.05.4.5 Surface Imprinting. The pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

Once the asphalt pavement has reached imprinting temperature, the templates shall be placed in position and pressed into the surface using vibratory plate compactors. The top of the template is to be flush with the surrounding asphalt pavement and can then be removed. Areas that have an imprint depth less than 3/8 inch shall be re-heated and re-stamped prior to applying the coatings. Hand tooling is a permitted method to achieve proper imprint depth in areas difficult to get at with the template.

608.05.4.6 Application of Asphalt Pavement Coating.

608.05.4.6.1 Application Guidelines. The qualified applicator shall refer to the asphalt pavement coating supplier's recommendations for methods of application. Special care and attention must be paid to ensure asphalt pavement coatings are applied in environmental conditions that permit proper cure.

The coating application shall proceed as soon as possible upon completion of the imprinting of the asphalt pavement.

The pavement surface shall be completely dry and thoroughly cleaned prior to application of the asphalt pavement coating(s).

The qualified applicator shall use spray equipment specifically designed for the application of the coating(s) as outlined in 608.05.3.

Refer to the asphalt pavement coating supplier's recommendations for coating coverage rate, number of recommended passes and recommended film thickness.

608.05.4.7 Opening to Traffic. The surface coating shall be 100% dry before traffic is permitted.

608.06 Method of Measurement. The measured area is the actual area that has received the asphalt pavement texturing. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, bollards or by any public utility appurtenances within the area.

608.07 Payment. Asphalt Pavement Texturing will be paid for at the contract unit price per unit specified in the bid schedule of the contract, which shall be full compensation for completing the work.

Payment will be made under:

907-608-E: Asphalt Pavement Texturing

- per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-634-4

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Traffic Signal and ITS Equipment Poles

Section 634, Traffic Signal and ITS Equipment Poles, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-634.02--Materials.

907-634.02.1--Poles. Delete the bullet for Type X poles in Subsection 634.02.1 on page 542 and substitute the following.

- Type X -- Aluminum Pole for Detectors

After Type XI poles in Subsection 634.02.1 on page 542, add the following.

- Type XII -- ITS Extension Poles

907-634.02.1.1--Traffic Signal Poles. Delete the first, third, fourth, and fifth bullets in Subsection 634.02.1.1 on pages 542 and 543, and substitute the following.

- Self-supporting straight or upswept mast arm(s), in accordance with Plan details. Where possible, the mast arms shall match the adjacent signal poles in the area unless otherwise stated;
- Tag installed on shaft side opposite the mainline highway and located approximately 48 inches above the top of the Baseplate;
- Minimum nominal size of four (4) inches wide by 26 inches tall reinforced hand-hole with included terminal block(s);
- A ½-inch coarse thread grounding stud shall be located on the interior side of the pole hand-hole opening;

907-634.02.1.2--Galvanized Steel Poles for Cameras. Delete the second paragraph of Subsection 634.02.1.2 on page 543, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet the design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.2 on page 544, change “butt welded” to butt-welded” and change “radio graphically” to radio-graphically.”

Delete the second bullet in Subsection 634.02.1.2 on page 544, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads.

After the fourth bullet in Subsection 634.02.1.2 on page 544, add the following.

- Top of pole deflection shall not exceed one (1) inch deflection from center due to 30 mph (non-gust) winds or the maximum deflection allowed by Subsection 722.02.3, whichever is more restrictive, for 80-foot poles.

In the first bullet in Subsection 634.02.1.2 at the bottom of page 544, change “cross sectional” to “cross-sectional.”

In the second paragraph of Subsection 634.02.1.2.4 on page 545, change “butt weld” to “butt-weld.”

907-634.02.1.3--Galvanized Steel Poles for Detectors. In the first paragraph of Subsection 634.02.1.3 on page 546, change “ground mounted” to “ground-mounted.”

Delete the second paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3.

Delete the last two sentences of the fifth paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Design wind loading shall be as indicated in Subsection 722.02.3 unless otherwise noted in the plans. The pole shall meet design wind loading with all equipment installed.

907-634.02.1.4--Aluminum Poles for Detectors. Delete the second paragraph of Subsection 634.02.1.4 on page 547, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet design wind loading with detector(s) installed.

907-634.02.1.5--Structure-Mounted ITS Equipment Poles. Delete the second paragraph of Subsection 634.02.1.5 on page 548, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. For projects that are in areas with higher wind standards, the higher standard is required. The pole shall meet design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.5 on page 548, change “butt welded” to butt-welded” and change “radio graphically” to radio-graphically.”

Delete the second bullet in Subsection 634.02.1.5 on page 548, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads, as stated in Subsection 722.02.

In the first bullet in Subsection 634.02.1.5 at the top of page 549, change “cross sectional” to “cross-sectional.”

After Subsection 634.02.1.8 on page 549, add the following.

907-634.02.1.9--ITS Extension Poles. ITS extension poles are used to provide ITS devices a mounting location with a vertical or horizontal clearance away from an existing pole or structure to which they are to be attached. As such, extension poles and the mounting and attachment hardware shall be of a material that will not cause galvanic corrosion with existing or proposed equipment. If possible, the extension poles shall be similar in color to the base pole or structure, unless otherwise directed. They shall meet the requirements of the base pole, the plans, and Subsection 722.02. Design considerations shall be given to the additional loading being subjected to the base pole or structure.

907-634.02.2--Camera Lowering Device. The lowering device system shall be designed to support, raise, and lower a standard CCTV camera, lens, housing, PTZ mechanism, cabling, connectors, and other supporting field components. The camera connector box shall be cast ZA-12 (12% Al and 88% Zn) and have a minimum weight that ensures stability of the camera during raising and lowering operation. The camera connector box shall have fully gasketed doors to prevent water intrusion. The bottom of the camera connector box shall be equipped with a condensation/moisture exit system. The camera connector block shall be molded in thermoset, weather-resistant, synthetic rubber designed to handle harsh environments.

Electrical contacts must also be designed to handle harsh environments. There shall be a locking mechanism between the fixed and movable components. For the movable components, a latching mechanism shall be provided to hold the device in place (when latched all weight shall be removed

from the lowering cable) and to raise or lower the assembly using the lowering tool and lowering cable. The suspension contact unit housing shall be weatherproof with a gasket to isolate the interior from dust and moisture.

All pulleys shall have sealed, self-lubricated bearings, oil tight bronze bearings, or sintered bronze bushings. The lowering cable shall be a minimum 1/8-inch diameter stainless steel aircraft cable. Internal wireways shall prevent the stainless steel lifting cable from contacting power or video cabling. The only cable permitted to move is the lifting cable, all other cables must remain stable and secure during lowering and raising operations.

The lowering tool shall consist of a lightweight metal frame and winch assembly, a quick release cable connector, an adjustable safety clutch, and a variable speed industrial duty electric drill motor. This tool shall be able to access the lifting cable through a pole hand hole, shall support itself and the load during lowering, and shall provide a means to prevent freewheeling when loaded. This tool shall have a reduction gear to reduce the manual effort required during lifting operations. In addition, this tool shall be provided with an adapter for operating the lowering device with a portable drill using a clutch mechanism. The portable lowering tool shall be included as part of the installed system. The lowering device shall include customized adapter brackets to install cylindrical type PTZ CCTV cameras that have a mounting base below the camera assembly and is require to be installed in an upright position.

907-634.03--Construction Requirements.

907-634.03.1--Foundations. Delete the last sentence of the fourth paragraph of Subsection 632.03.1 on page 550, and substitute the following.

Where foundations are constructed in areas where the pavement edge elevation and shoulder edge elevation differ more than twelve (12) inches, taller foundations may be used but must be approved by the Engineer.

After Subsection 634.03.3 on page 552, add the following.

907-634.03.4--Submittals. The submittal requirements defined in the Notice to Bidders entitled “ITS General Requirements”, along with the requirements in this specification, shall be met for all ITS components. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-634.03.5--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled “ITS General Requirements” shall be met for all ITS components. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-634.04--Method of Measurement. After the last sentence of the fourth paragraph of Subsection 634.04 on page 552, add the following.

Field conditions may require taller foundations than specified in the plans. In which case, the addition concrete will be paid for at the contract bid price per cubic yard for pole foundations.

After the sixth paragraph of Subsection 634.04 on page 553, add the following.

ITS extension poles of the type specified will be measured as a unit quantity per each.

Delete the last paragraph in Subsection 634.04 on page 553 and substitute the following.

Wooden poles will be measured as a unit quantity per each.

Camera lowering device will be measured as a unit quantity per each.

907-634.05--Basis of Payment. Delete the fourth paragraph of Subsection 634.05 on page 553, and substitute the following.

Camera pole with foundation and detector pole with foundation, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for excavating, backfilling, replacing sod, and for all constructing, placing, curing, erecting, installing, connecting and testing; for foundations, poles, pole bases, conduit inside foundation as indicated on the plans, connections to support structures, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

Camera lowering device and camera lowering tool, as described above, shall be paid for at the contract unit price per each. This price shall be full compensation for all materials, design, installation, equipment, tools, labor and incidentals associated with providing and installing the camera lowering device and the camera lowering tool.

Delete the sixth paragraph of Subsection 634.05 on page 553, and substitute the following.

Structure-mounted equipment pole, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for all constructing, placing, erecting, installing, connecting and testing, for poles, conduit between structure attachment location as indicated in the plans; wiring between pole-mounted devices and field cabinet; all structure-mounting hardware indicated in the plans, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

ITS extension poles, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for installing the extension pole, mounting attachments as necessary, adjusting the pole to meet specific project needs, and for all equipment, tools, labor, and incidentals necessary to complete the work and quality assurance.

After the last paragraph of Subsection 634.05 on page 554, add the following.

Sizing poles and their appurtenances to field conditions is the Contractor's responsibility. No separate payment will be made for designing to meet project specifications and field conditions.

Delete the pay items listed on page 554, and substitute the following.

907-634-A: Traffic Signal Equipment Pole, Type __, __' Shaft, __' Arm *	- per each
907-634-B: Traffic Signal Equipment Pole Shaft Extension, ____' **	- per each
907-634-C: Pole Foundations, Class ____ Concrete	- per cubic yard
907-634-D: Slip Casing, ____" Diameter	- per linear foot
907-634-E: Camera Pole with Foundation, ____' Pole	- per each
907-634-F: Detector Pole with Foundation, ____' Pole	- per each
907-634-G: Traffic Signal Equipment Pole Mast Arm Extension, ____' **	- per each
907-634-H: ITS Equipment Pole, Structure Mounted, ____' Pole	- per each
907-634-I: Wood Pole, Class ____ Height ____'	- per each
907-634-J ITS Extension Pole, ____' **	- per each
907-634-K: Camera Lowering Device	- per each

- * Multiple Arms may be indicated
- ** Additional information may be indicated

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-636-2

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Electrical Cable

Section 636, Electrical Cable, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-636.01--Description. Delete the last sentence of the last paragraph in Subsection 636.01 on page 555 and substitute the following.

It shall include excavating, laying, placing tracer cable or tape, backfilling, replacing sod, aerial supports and/or pull-through conduits, as applicable; and transformer enclosures and/or terminal boxes when not placed under other items of the contract.

907-636.02--Materials. After the paragraph of Subsection 636.02 on page 555, add the following.

907-636.02.1--ITS Ground Mounted Meter Enclosure.

907-636.02.1.1--Meter Base. Meter bases shall be NEMA Type 3R with a minimum rating of 100 amps and shall meet the requirements of the local utility. The meter base shall be provided with ampere rating of meter sockets based on sockets being wired with insulated wire rated at least 167°F. The meter base shall be designed for underground service.

Meter bases shall be 4-terminal, 600 volt, single phase, 3-wire furnished with the following:

- (a) Line, load and neutral terminals accepting #8 to 2/0 AWG copper/aluminum wire,
- (b) Ringed or ringless type, with or without bypass,
- (c) Made of galvanized steel,
- (d) Listed as meeting UL Standard UL-414, and
- (e) Underground service entrance as specified.

The meter bases shall have electrostatically applied dry powder paint finish, light gray in color, with a minimum thickness of 2.4 mils.

A 1-inch watertight hub for threaded rigid conduit shall be furnished with meter base.

907-636.02.1.2--Disconnect. External electrical service disconnects shall be furnished with a single pole 50-amp inverse time circuit breaker with at least 10,000 RMS symmetrical amperes short circuit current rating in a lockable in open or closed position in accordance with National Electric Code (NEC) and be a NEMA 3R Type enclosure. The disconnect shall be listed as meeting UL Standard UL-489 and marked as being suitable for use as service equipment.

The disconnect enclosure shall be fabricated from galvanized steel and electrostatically apply dry powder paint finish, light gray in color, to yield a minimum thickness of 2.4 mils. Ground bus and neutral bus shall be provided with at least four terminals with minimum wire capacity range of number 14 through number 4.

For 480V service, a local utility approved, lockable, non-fused disconnect switch on the supply side of the meter base shall be furnished, installed, and labeled as "Utility Disconnect". A separate load side disconnect with overcurrent protection shall be provided within two feet (2') of the meter.

907-636.02.1.3--Ground Mounted – Pedestal – Service Panel. The pedestal shall be of NEMA Type 3R rainproof construction and shall be UL Listed as "Enclosed Industrial Control Equipment" (UL 508A). External construction shall comply with UL50 requirements and shall be of G90 galvanized steel with light green #14672 Federal Specification 595 polyurethane industrial grade powder paint.

Hinges shall be stainless steel and of the continuous piano hinge type.

The pedestal mounting bolts shall not be externally accessible. The pedestal shall be able to be embedded in concrete or use anchor bolts for mounting on concrete base. Either pedestal mounting base or anchor bolt kit shall be used for installation.

The service pedestal should have three separate isolated sections for metering equipment, utility termination and customer equipment.

The metering section shall be pad-lockable and sealable and have a hinged swing hood with an integral hinged polycarbonate sealable window for access to demand meters. Meter socket type shall meet the requirements of the serving utility.

The utility termination section shall be pad-lockable and sealable and shall have a stainless steel handle provided on a lift-off cover. Sufficient clearance shall be provided for a 4-inch diameter conduit for utility cables entrance. Utility landing lugs shall be UL listed and shall accommodate conductor sizes between AWG #6 – 350 kcmil.

The customer compartment door shall be hinged on the left hand side. A stainless pad-lockable hasp shall be provided to secure customer compartment. A door keeper shall be provided to keep the door in an open position. A print pocket shall be provided on the inside of the door in a weatherproof sleeve. Required UL labeling shall be located on the inside of the customer door. Distribution and control equipment shall be behind an internal dead-front door with a quarter-turn securing latch and be hinged to open more than 90 degrees. The dead-front door shall be hinged on the same side as the customer section door. All distribution and control equipment shall be factory wired using 600-volt wire sized to NEC and UL requirements.

The service pedestal shall be rated for operation at 10K minimum amps interrupting capacity (AIC). The provided documentation shall list circuit breaker combinations and those to be used for de-rated operation for series ratings. Circuit breakers shall be permanently labeled with engraved name plates.

The serving utility shall be contacted for necessary requirements before ordering or installing equipment.

907-636.02.2--ITS Ground Mounted Transformer Enclosure.

907-636.02.2.1--Disconnect. The disconnect shall meet the requirements of Subsection 907-636.01.2.

907-636.02.2.2--Ground Mounted - Pedestal – Service Panel. The ground mounted - pedestal – service panel shall meet the requirements of Subsection 907-636.01.3. In addition, the transformer shall be rated to match the requirement of the primary service and the types of load served as specified in the plans. The transformer unit shall be installed inside the enclosure and meet all applicable codes. Each transformer shall be furnished as one complete unit and wiring of multiple transformers to meet the required ratings at each enclosure location is not allowed. Step-up and Step-down transformers shall be designed specifically for each application. Reverse feeding of step-up and step-down transformers is not allowed. All transformers shall be designed for outdoor installation and rated 600 VAC and below.

907-636.04--Method of Measurement. Delete the first paragraph of Subsection 636.04 on page 557, and substitute the following.

Electric cable of the type specified, constructed as specified on the plans, will be measured by the linear foot. Measurement will be computed horizontally along the conduit, messenger cable or mast arm and vertically along the pole. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit. No extra length will be allowed for cable inside signal heads, drip loops, or sag in aerial supported cable. Tracer tape, when required in the plans, used with tracer cable will not be measured for separate payment but shall be included in the contract price for Tracer Cable. The terminals for the measurements of lengths will be considered specifically as the center of the pull boxes, poles, signal heads or controller cabinets.

After the first paragraph of Subsection 636.04 on page 557, add the following.

ITS Ground Mounted Enclosures, complete in place and accepted, will be measured as a unit quantity per each for a complete and operable unit in accordance with the contract provisions.

907-636.05--Basis of Payment. After the first paragraph of Subsection 636.05 on page 557, add the following.

ITS Ground mounted enclosures, measured as prescribed above, will be required wherever ground mounted meter enclosures or step-up or step-down transformers are noted as required in the plans. The enclosures shall be paid for at the contract unit price bid per each; which price shall be full compensation for any transformers (as described in the plans), foundation construction, cabinets, pedestals, meter bases, disconnects, relays, terminals, circuit breakers, sockets, hubs, buses, connectors, mounting material, all other materials for constructing, installing, connecting, testing

and final cleanup; and for all equipment, labor, tools and incidentals necessary to complete the work in accordance with the contract documents.

In the first sentence of the second paragraph of Subsection 636.05 on page 557, change “relaid” to “re-laid”.

Delete the list of pay items on pages 557 and 558, and substitute the following.

907-636-A: Electric Cable, Direct Burial, <u>Type</u> , AWG ___, ___ Conductor	- per linear foot
907-636-B: Electric Cable, Underground in Conduit, <u>Type</u> , AWG ___, ___ Conductor	- per linear foot
907-636-C: Electric Cable, Aerial Supported, <u>Type</u> , AWG ___, ___ Conductor	- per linear foot
907-636-D: Electric Cable, Aerial Supported in Conduit, <u>Type</u> , AWG ___, ___ Conductor	- per linear foot
907-636-E: Electric Cable, Underground in Conduit, Tracer Cable	- per linear foot
907-636-F: Electric Cable, Repair	- per linear foot
907-636-G: Underground Cable and Conduit, Removed	- per linear foot
907-636-H: Underground Cable and Conduit, Removed and Re-laid	- per linear foot
907-636-I: ITS Ground Mounted * Enclosure	- per each

* Indicates Meter or Transformer Enclosure Type

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-637-3

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Traffic Signal Conduit and Pull Boxes

Section 637, Traffic Signal Conduit and Pull Boxes, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-637.02--Materials.

907-637.02.1--Pull Box / Enclosures. Delete the first sentence of the second paragraph of Subsection 637.02.1 on page 558, and substitute the following.

For grade level pull boxes and enclosures only, Tier 22 (22,500-pound design load, 33,750-pound test load) enclosures with minimum size dimensions as shown in the detail drawings on the plans shall be installed for use in traffic signal construction. Enclosure boxes shall be open bottom.

Delete the fourth sentence of the second paragraph of Subsection 637.02.1 on page 558.

907-637.03--Construction Requirements.

907-637.03.1--Pull box/Enclosures. Delete the sixth sentence of the first paragraph of Subsection 637.03.1 on page 559, and substitute the following.

Enclosures located in soil or sodded areas shall be installed with a supporting poured concrete collar or approved composite collar assembly, as shown by details on the plans.

907-637.03.2.1--Conduit Duct Bank. Delete the first sentence of subparagraph a) under Bored or drilled conduit in Subsection 637.03.2.1 on page 560, and substitute the following.

All conduits under railroad tracks shall be horizontal directional bored or drilled at a minimum of ten (10) feet below the railroad bed, or as required by the Railroad Company.

Delete Subsections 637.03.2.4 and 637.03.2.5 on pages 561 & 562, and substitute the following.

907-637.03.2.4--Blank.

907-637.03.2.5--Blank.

After Subsection 637.03.2.7 on page 563, add the following.

907-637.03.3--Submittals. The submittal requirements defined in the Notice to Bidders entitled “ITS General Requirements” shall be met if the NTB is included as part of the Project Proposal

and Contract Documents. In all cases, submittals shall be thorough and timely. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-637.03.4--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met if the NTB is included as part of the Project Proposal and Contract Documents. In all cases, the Contractor shall conduct, maintain, and leave the worksite in a professional and organized manner. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-637.04--Method of Measurement. Delete subparagraphs a) and b) in Subsection 637.04 on page 563, and substitute the following.

- a) From center to center of pull box and/or foundation.
- b) Any above ground vertical conduit runs, as indicated in the plans. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit.

907-637.05--Basis of Payment. Delete the first, second, third, fourth and fifth paragraphs of Subsection 637.05 on page 564, and substitute the following.

Pull Box Enclosures, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials including the cover, installing, crushed gravel underlayment, poured concrete collars, replacement of sod or existing grassing, final clean-up and for all equipment, all documentation and submittals, tools, labor and incidentals necessary to complete the work and quality assurance.

Conduit / Duct Bank, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, trenching, installing, backfilling trench, plowing, directional boring, restoration, marking tape, pull tape, duct plugs, fittings, testing, bore logs, all documentation and submittals, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Rigid Galvanized Steel, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, all documentation and submittals, all related materials including but not limited to couplings, mounting straps, bonding to ground, etc., that is installed on sign structures, poles or between the pull boxes, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Duct Plugs and Sealant will be included in the cost of the conduit and will not be measured separately.

Delete the pay items listed on page 564 and substitute the following.

907-637-A: Pull Box Enclosure, Type

- per each

907-637-B:	Pull Box Enclosure, Structure Mounted, <u>Type</u>	- per each
907-637-C:	Traffic Signal Conduit, Underground, <u>Type, Size</u>	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, <u>Type, Size</u>	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, <u>Type, Size</u>	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, <u>Type, No, Size</u>	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, <u>Type, Size</u>	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, <u>Type, No., Size</u>	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, <u>Type, No., Size</u>	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, <u>Type, No., Size</u>	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, <u>Type, Size and Number</u>	- per linear foot

CITY OF HATTIESBURG, MISSISSIPPI

SPECIAL PROVISION NO. 907-643-3

CODE: (IS)

DATE: 09/20/2021

SUBJECT: Video Vehicle Detection

Section 643, Video Vehicle Detection System, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 643 on pages 601 thru 628 and substitute the following.

SECTION 907-643 - VIDEO VEHICLE DETECTION

907-643.01--Description. This section specifies the minimum requirements for Video Vehicle Detection (VVD) and Multi-Sensor Vehicle Detection (MSVD) furnished and installed in accordance with the design(s) for the location(s) designated on the project plans, in any related notice to bidders, or as directed. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, test, and operate VVD and/or MSVD. The video vehicle detection system shall at a minimum use one or more cameras recommended by the manufacturer or an integrated thermal sensor and video analytics hardware and software to detect vehicle presence, provide a detection output, and generate volume, occupancy, and speed data.

Type 1 Video Vehicle Detection will provide presence or pulse detection of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs. There are two variations of Type 1 Video Vehicle Detection: Type 1A – camera with independent video detection processor, Type 1B – a single integrated camera with video detection processor. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Video Vehicle Detection equipment, complete and ready for service.

Type 2 Video Vehicle Detection will provide presence or pulse detection of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs. Type 2 Video Vehicle Detection shall be designed to be span wire mounted. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Video Vehicle Detection equipment, complete and ready for service.

Type 3 Video Vehicle Detection will provide presence or pulse detection and tracking of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs. Type 3 Video Vehicle Detection shall be a single fish-eye lens camera, designed to be mounted on signal pole or mast arm. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Video Vehicle Detection equipment, complete and ready for service.

The Multi-Sensor Vehicle Detection (MSVD) will provide detection of vehicles on a roadway using a Multi-Sensor Detection for Traffic Signal Controller inputs. The Multi-Sensor shall utilize two (2) different sensors of different technologies, video imaging and radar, to detect and track vehicles. The module shall process information from both video imaging and radar sensors simultaneously in real-time. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Multi-Sensor Vehicle Detection equipment, complete and ready for service.

907-643.02--Materials.

907-643.02.1--Materials Type 1 Video Vehicle Detection. The Type 1 Video Vehicle Detection shall consist of power supply, video camera, mounting brackets, and lightning protection as recommended by the manufacturer, video detection processors/extension modules capable of processing the number of camera and phase combination video sources shown on the project plans or in the purchase order. In addition, Type 1B Video Vehicle Detector shall consist of a single integrated camera with video detection processor, a cabinet interface which mounts in a standard detector rack or as a standalone shelf mount unit.

907-643.02.1.1--Functional Requirements for Type 1 Video Vehicle Detection. The Type 1 Video Vehicle Detection configuration shall utilize video processors with one or more video inputs and one (1) video output, responding to specific site applications, camera locations and detection zones shown on the project plans. Video processors or interface modules shall be provided which plug directly into NEMA TS 1 and TS 2 detector racks without adapters. Extension modules which allow detection zones from one camera to be routed to other card slots shall also be provided if required. The system shall be Ethernet compatible with an RJ45 port. The Type 1 Video Vehicle Detection shall be able to detect vehicles and bicycles in multiple lanes using only the video image.

907-643.02.1.2--Interface Type 1 Video Vehicle Detection. The following interfaces shall be provided:

- 1) Video inputs that accept RS 170 (NTSC) signals from an external video source. A BNC type interface connector shall be provided and located on the front of the video processing unit.
- 2) A LED indicator to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.
- 3) One (1) video output per processor module. The video output shall be RS 170 compliant and shall pass through the input video signal. The video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence. Control of the overlays and video switching shall also be provided through the serial communications port. The video output interface connector shall be BNC or RCA type. If RCA connector is used, an RCA to BNC adapter shall be provided.
- 4) A serial communications port on the front panel. The serial port shall be compliant with RS-232 or RS-422 electrical interfaces and shall use a DB9 or RJ45 type connector. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information.
- 5) Interface software. The interface protocol shall support multi-drop or point-to-multipoint communications. Each video detection sensor shall have the capability to be individually IP addressable either built in or with third party video server units.
- 6) Open collector contact closure outputs meeting NEMA TS-2 requirements. The open collector output will be used for vehicle detection indicators as well as discrete outputs for alarm conditions.
- 7) LED status indicators on the front panel. The LED's shall illuminate when a contact closure

- output occurs. Provide one output LED for each contact closure output.
- 8) A mouse compatible port (PS-2 or USB) on the front panel of the video processing unit. The mouse port shall be used as part of the system setup and configuration.
 - 9) A Cabinet Interface shall be provided that is specifically designed to mount in a standard NEMA TS 1 and TS 2 detector rack without adapters or rewiring, or as a stand-alone shelf mount unit. The Interface shall operate in a temperature range from -31°F to +165°F and a humidity range from 0% to 95% relative humidity. The Cabinet Interface shall be powered by 100v to 240v AC, 50 or 60Hz. The front of the Interface shall include LED detection indications for each channel of detection. One BNC video output and detector test switches that allow the user to place calls on each channel

907-643.02.1.3--Functionality Type 1 Video Vehicle Detection. Detection zones shall be programmed via an on-board menu displayed on a video monitor and a pointing device connected to the video detection processor. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. The video detection processor shall detect vehicles, bicycles, and pedestrians in real time as they travel across each detection zone. The video detection processor shall have an RS-232 (DB9 or RJ45) port for communications with an external computer. The video detection processor port shall be multi-drop capable.

It shall be possible to upload and save all configuration data including loop placement and save the file on a computer. It shall be possible to download a configuration file from a computer to the detection device.

The video detection processor shall accept new detection patterns from an external computer through the RS-232 port when the external computer uses the correct communications protocol for downloading detection patterns.

A Windows™ based software designed for local and remote connection shall be provided for video capture, real-time detection indication and detection zone modification capability. The video detection processor shall send its detection patterns to an external computer through the RS-232 port.

The video detection processor shall default to a safe condition, such as minimum recall, fixed recall or a constant call on each active detection channel, in the event of unacceptable interference with the video signal, low visibility conditions, or power failure.

The system shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all defined detection zones in a constant call mode. The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

907-643.02.1.4--Detection. Type 1A shall have a minimum of 24 detection zones per camera input and each detection zone shall be capable of being sized to suit the site and the desired vehicle detection area. Type 1B shall have a minimum of 8 detection zones per camera input and each detection zone shall be capable of being sized to suit the site and the desired vehicle detection area.

A single detection zone shall be able to replace multiple inductive loops and the detection zones

shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.

Placement of detection zones shall be done by using only a pointing device, and a Graphical Interface built into the video detection processor and displayed on a video monitor, to draw the detection zones on the video image from each video camera. Detection zones created in this manner shall be compatible with the PC-based software provided with the system.

The video detection processor shall support bicycle type zones where the zone can differentiate between motorized vehicles and bicycles, producing a call for one but not the other. Bicycle zones shall only output when a bicycle is detected. The video detection processor shall provide the ability to assign a separate output channel for bicycle zones to allow traffic controllers to implement special bicycle timing for applications where the traffic controller has separate bicycledetection inputs. Bicycle zones shall have the ability to have extensions assigned to individual bicycle zones for applications where the traffic controller does not have bicycle specific detectioninputs.

For Type 1A, six (6) additional count zones for bicycles shall be provided to accumulate bicycle counts at user specified intervals.

The video detection processor's memory shall be non-volatile to prevent data loss during power outages.

When a vehicle is detected crossing a detection zone, the corners or entire zone of the detection zone shall flash/change color on the video overlay display to confirm the detection of the vehicle. It shall be possible to record the operation of the unit in real time with the detection zones operating.

Detection shall be at least 98% accurate in all weather conditions, with slight degradation acceptable under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility.

The video detection processor shall maintain normal operation of existing detection zones when one (1) zone is being added or modified.

The video detection processor shall output a constant call on any detector channel corresponding to a zone being modified and shall resume normal operation upon completion.

Detection zones shall be directional to reduce false detections from objects traveling in directions other than the desired direction of travel in the detection area.

The video detection processor shall process the video input from each camera using a microprocessor at 30 frames per second at one volt, peak to peak, 75 ohms, or EIA 170 NTSC video standard.

The video detection processor shall output minimum recall, fixed recall or constant call for each enabled detector output channel if a loss of video signal occurs. The recall behavior shall be user selectable for each output. The video detection processor shall output a constant call during the

background "learning" period.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds in increments of 0.1 seconds.

Type 1A shall have up to six (6) detection zones per camera view that have the capability to count the number of vehicles detected, measure classification, **occupancy**, and speed. The data values shall be internally stored within the processor module for later retrieval through the RS-232 port. The data collection interval shall be user definable in periods of 5, 15, 30, or 60 minutes or by intersection cycle. Real-time data shall be retrieved from the PC-based software provided with the system.

~~907-643.02.1.5~~---Camera. Type 1A cameras shall be completely compatible with the video detection processor and shall be certified by the manufacturer to ensure proper system operation.

Type 1B shall be a single integrated camera with built in video detection processor.

The Video Vehicle Detection shall produce accurate detector outputs under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.009 to 930 foot-candles.

The camera shall use a color CCD sensing element with resolution of not less than 470 lines horizontal and 400 lines vertical.

The camera shall include mechanisms to compensate for changing of lighting by using an electronic shutter and/or auto-iris lens.

The camera shall include a variable focal length lens with factory preset focus that requires no field adjustment. Zooming of the camera lens to suit the site geometry by means of a portable interface device designed for that purpose. The horizontal field of view shall be adjustable. Camera configuration shall be customized for each approach based on field site conditions and the project plans.

The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.

The camera shall be housed in a weather-tight sealed enclosure. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view.

The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens shutter at low temperatures and prevent moisture condensation on the optical faceplate

of the enclosure. The heater shall directly heat the glass lens and require less than five (5) watts over the temperature range.

Power consumption of the camera shall be 15 watts or less under all conditions.

The camera enclosure shall be equipped with separate, weather-tight connections for power and setup video cables at the rear of the enclosure. These connections shall allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module furnished under this bid item.

The video signal output by the camera shall in accordance with NTSC standards.

All necessary mounting brackets shall be mounted to pole shafts, mast arms, or other structures to mount cameras as indicated on the project plans. Mounting brackets shall result in a fixed- position mounting. Mounting Brackets shall be included at no additional cost.

907-643.02.1.6--Video Cable. The cable provided shall be as recommended by the manufacturer for optimal video detection performance. The power and video cable may be installed under the same outer jacket. The cable and installation tools shall be approved by the supplier and manufacturer's instructions must be followed to ensure proper connection.

907-643.02.1.7--Power Cable. The cable provided shall be as recommended by the manufacturer for optimal video detection performance.

Camera power cable shall be suitable for installation in conduit and in exposed sunlight environment, and UL listed.

The power and video cable may be installed under the same outer jacket. The cable and installation tools shall be approved by the supplier and manufacturer's instructions must be followed to ensure proper connection.

907-643.02.1.8--Surge Protection. Surge protection devices shall be provided for all new or added video detection devices as recommended by the manufacturer. A surge protection device (SPD) shall be installed at the point the video detection devices receive 120 volt power and connected in series with the circuits. SPDs shall be selected and installed according to recommendation from the device manufacturer. The units shall be configured with receptacles. The units shall have an internal fuse protection and shall provide common mode (L+N-G) protection.

Video and/or Power cable shall be protected with an inline surge suppressor as recommended by the manufacturer or a panel mounted surge suppressor as recommended by the manufacturer or approved equal, installed and grounded per manufacturer's recommendations.

907-643.02.1.9--Physical and Environmental Specifications. Physical and Environmental Specifications shall be as follows.

Video Vehicle Detection Processor: The video vehicle detection processor shall operate reliably in a typical roadside traffic cabinet environment. Internal cabinet equipment and a videovehicle detection processor shall be provided that meets the environmental requirements of NEMATS-2-2003 Section 2. If the processor is located in the sensor, it shall meet the same requirements.

Video Camera Sensor: The operating ambient temperature range shall be -30°F to 140°F. Additionally, a heater shall be included to prevent the formation of ice and condensation in cold weather. The heater shall not interfere with the operation of the video camera sensor electronics, or cause interference with the video signal.

Vibration: Vibrations shall meet the requirements of NEMA TS 2-2003 Section 2.1.9. Shock: Shock shall meet the requirements of NEMA TS 2-2003 Section 2.1.10.

Acoustic Noise: A video camera sensor and enclosure shall be provided that can withstand 150 dB for 30 minutes continuously, with no reduction in function or accuracy.

907-643.02.2--Materials Type 2 Video Vehicle Detection. The Type 2 Video Vehicle Detection shall be span wire mounted and consist of power supply, video camera, mounting brackets, and lightning protection as recommended by the manufacturer, video detection processors/extension modules capable of processing the number of camera and phase combination video sources shown on the project plans or in the purchase order

907-643.02.2.1--Functional Requirements for Type 2 Video Vehicle Detection. The Type 2 Video Vehicle Detection configuration shall utilize video processors with one or more video inputs and one (1) video output, responding to specific site applications, camera locations and detection zones shown on the project plans. Video processors or interface modules shall be provided which plug directly into NEMA TS 1 and TS 2 detector racks without adapters. Extension modules which allow detection zones from one camera to be routed to other card slots shall also be provided if required. The system shall be Ethernet compatible with an RJ45 port. The Type 2 Video Vehicle Detection shall be able to detect vehicles and bicycles in multiple lanes using only the video image.

907-643.02.2.2--Interface Type 2 Video Vehicle Detection. The following interfaces shall be provided:

- 1) Video inputs that accept RS 170 (NTSC) signals from an external video source. A BNC type interface connector shall be provided and located on the front of the video processing unit.
- 2) A LED indicator to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.
- 3) One (1) video output per processor module. The video output shall be RS 170 compliant and shall pass through the input video signal. The video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence. Control of the overlays and video switching shall also be provided through the serial communications port. The video output interface connector shall be BNC or RCA type. If RCA connector is used,

- an RCA to BNC adapter shall be provided.
- 4) A serial communications port on the front panel. The serial port shall be compliant with RS-232 or RS-422 electrical interfaces and shall use a DB9 or RJ45 type connector. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information.
 - 5) Interface software. The interface protocol shall support multi-drop or point-to-multipoint communications. Each video detection sensor shall have the capability to be individually IP addressable either built in or with third party video server units.
 - 6) Open collector contact closure outputs meeting NEMA TS 2 requirements. The open collector output will be used for vehicle detection indicators as well as discrete outputs for alarm conditions.
 - 7) LED status indicators on the front panel. The LED's shall illuminate when a contact closure output occurs. Provide one output LED for each contact closure output.
 - 8) A mouse compatible port (PS-2 or USB) on the front panel of the video processing unit. The mouse port shall be used as part of the system setup and configuration.
 - 9) A Cabinet Interface shall be provided that is specifically designed to mount in a standard NEMA TS 1 and TS 2 detector rack without adapters or rewiring, or as a stand-alone shelf mount unit. The Interface shall operate in a temperature range from -31°F to +165°F and a humidity range from 0% to 95% relative humidity. The Cabinet Interface shall be powered by 100v to 240v AC, 50 or 60Hz. The front of the Interface shall include LED detection indications for each channel of detection. One BNC video output and detector test switches that allow the user to place calls on each channel

907-643.02.2.3--Functionality Type 2 Video Vehicle Detection. Detection zones shall be programmed via an on-board menu displayed on a video monitor and a pointing device connected to the video detection processor. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. The video detection processor shall detect vehicles, bicycles, and pedestrians in real time as they travel across each detection zone. The video detection processor shall have an RS-232 (DB9 or RJ45) port for communications with an external computer. The video detection processor port shall be multi-drop capable.

It shall be possible to upload and save all configuration data including loop placement and save the file on a computer. It shall be possible to download a configuration file from a computer to the detection device.

The video detection processor shall accept new detection patterns from an external computer through the RS-232 port when the external computer uses the correct communications protocol for downloading detection patterns.

A Windows™ based software designed for local and remote connection shall be provided for video capture, real-time detection indication and detection zone modification capability. The video detection processor shall send its detection patterns to an external computer through the RS-232 port.

The video detection processor shall default to a safe condition, such as minimum recall, fixed recall or a constant call on each active detection channel, in the event of unacceptable interference with

the video signal, low visibility conditions, or power failure.

The system shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all defined detection zones in a constant call mode. The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

907-643.02.2.3.1--Functionality for Type 2 Video Vehicle Detection. The Video Detection Processor (VDP) for the Type 2 Video Vehicle Detection shall employ Dynamic Zone Stabilization to provide motion tracking and compensation for swaying camera sensors mounted on dual or single span wires. The VDP shall include software that discriminately detects the presence of vehicles and bicycles in single or multiple lanes using only the video image. The VDP shall compensate for swaying motions by tracking the position of the stop bar for the approaching vehicle or bicycle movement. The VDP shall compensate for low frequency (cable sag) motion due to temperature changes during the day. The VDP shall compensate for moderate frequency motion induced by winds. The VDP shall compensate for up to ± 5 degrees of tilt from vertical without any adverse detection false calls or dropped calls.

907-643.02.2.4--Detection. Type 2 shall have a minimum of 24 detection zones per camera input shall be possible, and each detection zone shall be capable of being sized to suit the site and the desired vehicle detection area. .

A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.

Placement of detection zones shall be done by using only a pointing device, and a Graphical Interface built into the video detection processor and displayed on a video monitor, to draw the detection zones on the video image from each video camera. Detection zones created in this manner shall be compatible with the PC-based software provided with the system.

The video detection processor shall support bicycle type zones where the zone can differentiate between motorized vehicles and bicycles, producing a call for one but not the other. Bicycle zones shall only output when a bicycle is detected. The video detection processor shall provide the ability to assign a separate output channel for bicycle zones to allow traffic controllers to implement special bicycle timing for applications where the traffic controller has separate bicycledetection inputs. Bicycle zones shall have the ability to have extensions assigned to individual bicycle ones for applications where the traffic controller does not have bicycle specific detection inputs.

Six (6) additional count zones for bicycles shall be provided to accumulate bicycle counts at user specified intervals.

The video detection processor's memory shall be non-volatile to prevent data loss during power outages.

When a vehicle is detected crossing a detection zone, the corners or entire zone of the detection

zone shall flash/change color on the video overlay display to confirm the detection of the vehicle. It shall be possible to record the operation of the unit in real time with the detection zones operating.

Detection shall be at least 98% accurate in all weather conditions, with slight degradation acceptable under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility.

The video detection processor shall maintain normal operation of existing detection zones when one (1) zone is being added or modified.

The video detection processor shall output a constant call on any detector channel corresponding to a zone being modified and shall resume normal operation upon completion.

Detection zones shall be directional to reduce false detections from objects traveling in directions other than the desired direction of travel in the detection area.

The video detection processor shall process the video input from each camera using a microprocessor at 30 frames per second at one volt, peak to peak, 75 ohms, or EIA 170 NTSC video standard.

The video detection processor shall output minimum recall, fixed recall or constant call for each enabled detector output channel if a loss of video signal occurs. The recall behavior shall be user selectable for each output. The video detection processor shall output a constant call during the background "learning" period.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds in increments of 0.1 seconds.

The processor shall have up to six (6) detection zones per camera view shall have the capability to count the number of vehicles detected, measure classification and speed. The data values shall be internally stored within the processor module for later retrieval through the RS-232 port. The data collection interval shall be user definable in periods of 5, 15, 30, or 60 minutes or by intersection cycle. Real-time data shall be retrieved from the PC-based software provided with the system.

907-643.02.2.5--Camera. Type 2 cameras shall be completely compatible with the video detection processor and shall be certified by the manufacturer to ensure proper system operation.

The Video Vehicle Detection shall produce accurate detector outputs under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.009 to 930 foot-candles.

The camera shall use a color CCD sensing element with resolution of not less than 470 lines horizontal and 400 lines vertical.

The camera shall include mechanisms to compensate for changing of lighting by using an

electronic shutter and/or auto-iris lens.

The camera shall include a variable focal length lens with factory preset focus that requires no field adjustment. Zooming of the camera lens to suit the site geometry by means of a portable interface device designed for that purpose. The horizontal field of view shall be adjustable. Camera configuration shall be customized for each approach based on field site conditions and the project plans.

The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.

The camera shall be housed in a weather-tight sealed enclosure. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view.

The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens shutter at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The heater shall directly heat the glass lens and require less than five (5) watts over the temperature range.

Power consumption of the camera shall be 15 watts or less under all conditions.

The camera enclosure shall be equipped with separate, weather-tight connections for power and setup video cables at the rear of the enclosure. These connections shall allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module furnished under this bid item.

The video signal output by the camera shall in accordance with NTSC standards.

All necessary mounting brackets shall be mounted to pole shafts, mast arms, or other structures to mount cameras as indicated on the project plans. Mounting brackets shall result in a fixed- position mounting. Mounting Brackets shall be included at no additional cost.

907-643.02.2.6--Video Cable. The cable provided shall be as recommended by the manufacturer for optimal video detection performance. The power and video cable may be installed under the same outer jacket. The cable and installation tools shall be approved by the supplier and manufacturer's instructions must be followed to ensure proper connection.

907-643.02.2.7--Power Cable. The cable provided shall be as recommended by the manufacturer for optimal video detection performance.

Camera power cable shall be suitable for installation in conduit and in exposed sunlight environment, and UL listed.

The power and video cable may be installed under the same outer jacket. The cable and installation tools shall be approved by the supplier and manufacturer's instructions must be followed to ensure proper connection.

907-643.02.2.8--Surge Protection. Surge protection devices shall be provided for all new or added video detection devices as recommended by the manufacturer.

Video and/or Power cable shall be protected with an inline surge suppressor as recommended by the manufacturer or a panel mounted surge suppressor as recommended by the manufacturer or approved equal, installed and grounded per manufacturer's recommendations.

907-643.02.2.9--Physical and Environmental Specifications. Physical and Environmental Specifications shall be as follows.

Video Vehicle Detection Processor: The video vehicle detection processor shall operate reliably in a typical roadside traffic cabinet environment. Internal cabinet equipment and a video vehicle detection processor shall be provided that meets the environmental requirements of NEMA TS 2-2003 Section 2. If the processor is located in the sensor, it shall meet the same requirements.

Video Camera Sensor: The operating ambient temperature range shall be -30°F to 140°F. Additionally, a heater shall be included to prevent the formation of ice and condensation in cold weather. Do not allow the heater to interfere with the operation of the video camera sensor electronics, or cause interference with the video signal.

Vibration: Vibrations shall meet the requirements of NEMA TS 2-2003 section 2.1.9. **Shock:** Shock shall meet the requirements of NEMA TS 2-2003 section 2.1 .10.

Acoustic Noise: A video camera sensor and enclosure shall be provided that can withstand 150 dB for 30 minutes continuously, with no reduction in function or accuracy.

907-643.02.3--Materials Type 3 Video Vehicle Detection and Tracking System. The Type 3 Video Vehicle Detection and Tracking System (VIVTDS) shall consist of the following:

- One VIVTDS processor capable of connecting with 1 to 8 sensors
- One or more VIVTDS sensors, with at least one sensor having a fisheye lens for omnidirectional viewing of the roadway or intersection.
- One surge protector junction unit, per each advanced/stopline sensor
- One mounting pole and bracket (90° pole per each fisheye sensor; or straight, vertical pole per each advanced/stopline sensor). Pole should be assembled in two (2) pieces (3' x 3' plus 7' straight, vertical base)
- One ball-swivel, bracket, and surge protector junction unit, per each fisheye sensor
- One Ethernet Protection Module (surge protector located in the traffic cabinet), per each VIVTDS sensor
- VIVTDS interface cables to the traffic signal controller based on model/type.
- Optional portable field computer to configure and monitor system operations
- Optional computer to configure and monitor system operations at the TOC or other remote location
- Optional Ethernet Repeater to extend VIVTDS sensors beyond 300 feet

- Optional Fiber interconnect to extend VIVTDS sensors up to 2000 feet
- Optional POE Powered Switch for use with more than two sensors

907-643.02.3.1--Functional Requirements for Type 3 Video Vehicle Detection. The Type 3 Video Vehicle Detection configuration shall be for a system that views, captures, and derives data based on the objects that pass within the sensor field of view along a highway, road, ramp, or other commonly used transit pathway via processing video images. The detection of objects by a VIVTDS can be accessed and used by and for many applications, including:

- Vehicle detection and actuation at intersections
- Pedestrian Actuation
- Pedestrian Counting
- In the Box bicycle discrimination and clearance extension
- Bicycle Counting
- Highway flow monitoring
- Ramp metering
- Advanced detection
- Pedestrian crossing extensions
- Temporary construction zone detection
- Situational awareness of location area, including an intersection center
- Automated alerts and reports of potentially unsafe conditions, incidents, malfunctions, or signal timing inefficiencies
- Collecting and archiving traffic data on the Cloud for future analysis to improve performance by optimizing timing plans at intersections
- Non-recurring charges for Cloud Data access
- Occupancy-based vehicle actuation
- Signal Performance Metrics
- User-defined zone output pulses
- Onboard video recording and playback
- Open API for data access

The system shall have a modular electrical design and use Ethernet to connect and network with the different system components. Streaming video images, alerts, and data shall be transmitted from the field back to a Traffic Operations Center (TOC) via the systems client software and to the VIVTDS's cloud by using any or combination of the following:

- Fiber optic
- Wireless Radios
- WAN
- TCP/IP
- Optional Internal modem
- Any other means of commonly used communication practices and standards for digital content and information.

The VIVTDS client software shall provide graphical user interfaces between the administrator(s) and permissioned users of the system and the VIVTDS sensor(s) itself. The software shall allow the user to configure sites, conduct maintenance, monitor information relayed from the sensor(s), and provide access to real-time data, system and user defined alerts, and access to historical data collected by the sensor(s). The client software should be installed on a single personal computer or across a network of computers. One or more users will be able to access VIVTDS simultaneously.

907-643.02.3.2—Processor Hardware.

The VIVTDS processor shall support 1 or 2 fisheye sensors, or if equipped with 1 fisheye sensor the VIVTDS processor should, at a minimum, be capable of simultaneously supporting up to four (4) additional VIVTDS sensors for special requirements such as advance detection or underpass detection.

The VIVTDS processor shall comply with NEMA standards, TS1, TS2 Type 1 and Type 2; 170/2070; and ITS. The VIVTDS processor shall provide the following inputs and outputs:

Type	Inputs	Outputs
TS1	24	24
TS2	16	64
170/2070	8	24
ITS	16	64

The VIVTDS processor will have at a minimum four (4) USB 3.0 ports for expansion flexibility and have an optional, built-in modem.

The VIVTDS processor shall be no more than 1U high with dimensions, excluding connectors, not to exceed 8.5" x 11.5" x 1.75" and weigh no more than 5.2 lbs. The unit shall have flexible mounting options including the ability to lie flat on a cabinet shelf, be mounted in a standard traffic cabinet rack with optional mounting ears or be installed vertically with optional base. The outer enclosure shall be a powdered coated aluminum.

907-643.02.3.3-- Type 3 Video Vehicle Detection System Software.

Each VIVTDS system shall include software for up to six (6) sensors for detecting and counting the vehicle's entrance and exit of the intersection. The VIVTDS system will also include software for communicating with the traffic controllers and other electronic devices.

Client software shall be included free of charge with each VIVTDS system and should be downloaded and run on any personal computer with a Windows 7 or newer operating system. The client software at minimum should include management tools to perform the following:

- View, diagnose, configure, and reset individual sensor outputs
- View the status of inputs to enable setup and troubleshooting in the field
- Configure and view calls and phases
- The ability to create and define, as well as edit, vehicle zones, road masks, object masks, and pedestrian zones by drawing arbitrary shaped polygons using a computer
- The ability to detect and track vehicles, motorcycles, bicycles, and pedestrians through the entire 360-degree field of view
- Distinguish between bicycles and vehicles in the center of the intersection (The Box) and provide distinct detector calls to the traffic controller for each object type
- Provide system calls based on zone occupancy
- View the site's configuration history
- Publish and revert back to previous configuration
- View real-time image streaming from the sensor(s) within the software's Client interface
- Optionally access and use an API that is documented online and uses HTTP
- Enterprise security with user-based roles

- Ability to utilize LDAP for user access
- Provide System Alerts for diagnostic and administrative events

The VIVTDS system shall support optional performance data packages for purchase that provide count data, access to real time data, and system and user defined alerts. The performance data shall be accessible directly from the processor or from a remote computer with a network connection, or via a Cloud storage platform. The performance data shall include the following types of reports and alerts:

- Turning movement counts, including U-turns
- Length based vehicle classifications
- Incident reporting
- Volume
- 7 Day Volume
- Occupancy on Green
- Occupancy on Red
- Percentage of Arrivals on Green
- Percentage of Arrivals on Red
- Speed
- Pedestrian Counts
- Bicycle Turning Movements
- Bicycle Counts
- RTSP (H.264) streaming capability
- Wrong way vehicle detection
- Loss of visibility event
- Volume Exceeded

Reports should be exportable and downloadable in the following formats:

- PDF
- Excel
- Synchro Export – Turning Movement Counts

907-643.02.3.4--Detection. VIVTDS system shall provide real time vehicle detection (within 500 milliseconds (ms) of vehicle arrival). The system should detect the presence of vehicles for up to 64 detection zones per VIVTDS sensor. The detection zones shall be sensitive to the direction a vehicle travels and the direction to be detected by each detection zone shall be programmable by a client software user.

The VIVTDS system should provide a flexible detection zone placement anywhere within one hundred (150) feet of the VIVTDS sensors. Preferred presence detector configurations shall be arbitrarily shaped polygons, including simple boxes, drawn across lanes of traffic or placed in line with lanes of traffic. A single VIVTDS sensor should replace one or more conventional detectors. Advanced detection zones may be placed up to three hundred (300) feet from a Fisheye sensor when mounted at least forty (40) feet high.

Placement of detection zones will be done by means of a graphical interface using the MJPEG image of the roadway. The client software displays images of the detection zones overlaid on the video image of traffic while the VIVTDS processor is running. The detection zones, when

operating, shall display outlined or filled, with a visible change indicating activation.

A laptop should be used to draw detection zones. Alternatively, a mouse, keyboard, and monitor may be connected directly to the processor to configure a site. The detection zones should be capable of being sized and shaped to provide optimal road coverage and detection. It should be possible to upload detector configurations to the VIVTDS processor and to retrieve the sensor configuration that is currently running in the VIVTDS processor through the client software. The configuration should also be retrievable from the VIVTDS system's cloud if properly backed up.

The user will be able to edit previously defined detector configurations in order to fine tune the detection zone placement size and shape. Once a detection configuration has been created, the system will provide a graphic display of the new configuration on its monitor. While this fine-tuning is being done, the sensor will be required to continue to operate from the sensor configuration, currently in place. A user should be able to use a system command to revert to previous configurations stored in the client software or on the VIVTDS system's cloud if properly backed up.

When a vehicle occupies a detection zone, the detection zone on the live video will indicate the presence of a vehicle, thereby verifying proper operation of the system.

The presence of the vehicle as well as the signal states will be indicated via colored LED lights on the front panel of VIVTDS processor. With the absence of images, the VIVTDS processor's display shall indicate proper operation of the detection zones.

Detection zones shall be sensitive to the direction of vehicle travel. The direction will be capable of being detected by each detection zone and will be programmable by the user. The vehicle detection zones will not activate if a vehicle is traveling in any direction other than the one specified for detection in the zone. Cross-street and wrong way traffic shall not cause a false detection.

Detection zones will be capable of an optional user defined call to detect a side entrance (90° or less angled entrance).

The VIVTDS system will be able to reliably detect vehicle presence in the design field of view. The design field of view shall be defined as the sensor view when the image sensor is mounted thirty-five (35) feet (10.5 meters) or higher above the roadway, when the sensor is in front of all stop lines, no more than seventy-five (75) feet from the intersection center, and the beginning of the detection area is not greater than one hundred and fifty (150) feet from the image sensor. Within this design field of view, the VIVTDS processor should be capable of setting up detection zones for point detection (equivalent to the operation of a 6' x 6' inductive loop). A VIVTDS sensor, placed at the proper mounting height, is able to monitor up to and including five (5) traffic lanes per approach simultaneously. A single fisheye sensor, placed at the proper mounting height, should be able to monitor detection zones in an intersection of five (5) approaches, at a minimum. Fisheye sensors mounted no less than forty (40) feet should be capable of advanced vehicle detection of up to three hundred (300) feet.

Detection accuracy of the VIVTDS system shall be comparable to properly operating inductive loops. Detection accuracy should include the presence of any vehicle in the defined detection zone regardless of the lane the vehicle is occupying. Occlusion produced by vehicles in the same or adjacent lanes shall not be considered a failure of the VIVTDS processor, but a limitation of the VIVTDS sensor placement.

Detection shall be 98% accurate with slight degradation possible under adverse weather or road conditions (i.e. rain, snow, fog). Detection will be expected for the entire design field of view on a lane by lane or by approach basis.

Equipment failure, either sensor or VIVTDS processor, shall result in constant vehicle detection on affected detection zones. The VIVTDS system will be required to have the ability to place a constant call to a specific zone, if said zone loses visibility, while simultaneously making calls in the traditional manner in the remaining zones.

907-643.02.3.5--Camera. The VIVTDS should have at least one downward-facing fisheye sensor capable of seeing the center of the intersection and have an omnidirectional line of site to track vehicles entering and exiting the intersection. Other required features shall include the following:

- Color images outputted into digital format as MJPEG images
- Camera lens shall not require adjustment and is always in focus
- A thermostatically controlled heater residing inside the enclosure to reduce the effects of ice and condensation
- Any plastics used in the enclosure shall have ultraviolet inhibitors
- A waterproof and dust tight aluminum enclosure

The sensor dimensions excluding connectors shall not exceed 9.9" x 7.9" (height x diameter). The weight of the sensor including the enclosure shall not exceed eight pounds. The VIVTDS sensor manufacturer shall provide a lifetime "always in focus" guarantee on the iconic bell-shaped fisheye camera. The sensor's mounting bracket shall utilize a two (2) piece, ten (10) foot 90° mounting pole. The sensor junction box should mount at the base of the vertical pole and allow for the installer to adjust the sensor's horizontal position with one hand and tighten the bracket without having to support the sensor simultaneously.

907-643.02.3.5.1—Optional VIVTDS sensors.

Certain projects will have special requirements or needs, such as advanced detection beyond three hundred (300) feet and/or stopline detection. In these instances, an additional VIVTDS sensor with a field of view of either 30° - 50° for stopline detection or a field of view of 9° - 18° for advanced detection should be used. The sensor dimensions excluding connectors and mounting bracket shall not exceed 8" x 15" x 3.5" and the weight should not exceed eight pounds. Other required features are the following:

- Color images outputted into digital format as MJPEG images
- A 5 – 50 mm varifocal lens set for the specific application
- A thermostatically controlled heater residing inside the enclosure to reduce the effects of ice and condensation
- A sun shield to minimize lens exposure to the sun
- A waterproof and dust tight powdered coated aluminum housing

The VIVTDS should support thermal imaging sensors for use in specific situations.

907-643.02.3.6—Power.

The VIVTDS sensor(s) will use five (5) watts nominally and a maximum of fifty (50) watts with active heaters. The sensor(s) will be Power Over Ethernet (POE) and will only require a single shielded, burial grade, gel-filled CAT5e cable for both power and data or composite fiber cable.

Each VIVTDS sensor shall have its own surge protector junction unit and EPM surge protection unit in the traffic cabinet.

The VIVTDS processor shall operate within a range of 89 to 240 VAC, 60Hz single phase. Power to the VIVTDS processor is from the transient protected side of the AC power distribution system in the traffic control cabinet where the VIVTDS processor is installed.

907-643.02.3.6—CAT5E Cable. CAT5E cabling shall be a high performance shielded direct burial data cable capable of 350MHz bandwidth for data applications. The cabling shall consist of a 24 AWG solid core copper wire with 8 solid conductors in a gel-filled jacket. The jacket shall consist of linear low-density polyethylene (LLDPE) that is UV resistant and have a cable diameter of no more than 6.5 mm. The cable shall have easily identifiable striped pairs as follows:

- Orange-White, Orange
- Green-White, Green
- Blue-White, Blue
- Brown-White, Brown

The cable shall be rated at a minimum for 60 V.

The surge protector junction unit for the VIVTDS sensor shall provide protection against a transient pulse with a pulse shape of 8/20 μ s and a max current of 75A. The unit shall weigh no more than two (2) lbs.

The EPM, surge protection unit for the VIVTDS sensor, shall have at most a max impulse discharge current of 40 KA and an impedance of at least 100 ohms. The unit should have at least Line-Line and Line-Ground protection options, and the POE current should not exceed 1.8A.

907-643.02.3.7—Composite Fiber. Composite Fiber cable shall meet the following requirements:

- Multimode, OM3, Indoor-Outdoor rated
- Meet ICEA-S-83-597 Standard
- Four Fiber Strands and Two 16 AWG Copper Power Conductors

Fiber cable shall be terminated with FASTconnect LC connectors and maintain a signal strength between -20 dBm and -24 dBm.

The Fiber cable shall connect the Fisheye Sensor and/or other Optional Sensors using PoE Media Converters.

PoE Media Converters shall meet the following requirements:

- Material: UV Stabilized, Polycarbonate/ASA Blend
- Environmental: -29° F - 165° F (-34° C - 74° C)
- IP66

907-643.02.3.8—Physical and Environmental Specifications. The VIVTDS processor will meet or exceed the NEMA TS-2 standard of -29° F - 165° F (-34° C - 74° C) and meet or exceed a 5-30Hz vibration test as well as a 10G shock test.

The VIVTDS processor shall operate properly in an environment with 0% to 95% relative humidity, non-condensing. The VIVTDS sensor(s) shall operate properly in an environment with 0% to 100% relative humidity.

907-643.02.3.9—System Software Operation. The VIVTDS must transmit and receive all information needed for sensor setup, to monitor vehicle detection, to view vehicle traffic flow, and to interpret stored data. The remote communications link between the VIVTDS processor shall not interfere with the on-street detection of the VIVTDS processor.

The user should be able to view the detection area in a horizon to horizon fisheye view or in a configurable four (4) pane flattened view on the same screen. Each view should be able to be customized by the user, with the ability to digitally pan-tilt-zoom.

907-643.02.3.10—Installation and Training. The supplier of the VIVTDS system shall supervise the installation and testing of the sensors, processor, and other sensor components.

System installers will be required to be certified by the system manufacturer. A manufacturer's instructional guide will not be considered an adequate substitute for practical, classroom training and formal certification by an approved agency.

However, the manufacturer shall provide an online user guide and an electronic copy of the user guide within the client software and on board the VIVTDS processor for reference.

Formal levels of factory authorized training are required for installers, contractors and system operators. All training must be certified by the VIVTDS system manufacturer.

907-643.02.3.10—Warranty, Maintenance and Support. The video detection system must be warranted to be free of defects in material and workmanship for a period of 3 years from date of shipment from the manufacturer's facility. During the warranty period, the system manufacturer will be required to repair with new or refurbished materials, or replace at no charge, any product containing a warranty defect provided the product is returned FOB to the supplier's factory or authorized repair site. Return product, product for repair, or product to be replaced under warranty by the supplier shall have prepaid transportation. This warranty does not apply to any products damaged by accident, improperly operated, abused, serviced by unauthorized personnel or unauthorized modification.

Ongoing software support by the manufacturer includes updates of the VIVTDS processor's engine and updates to the client software shall be provided free of charge for the life of the system.

907-643.02.4--Materials Multi-Sensor Vehicle Detection.

907-643.02.4.1--General. The Multi-Sensor Vehicle Detector shall utilize two (2) different sensors of different technologies, video imaging and radar, to detect and track licensed and unlicensed vehicles at distances up to 600 feet. The detector shall fuse vehicle information from the two sensors to provide highly accurate and precise detection for special or advanced applications.

The Multi-Sensor Vehicle Detector shall use a primary detector rack mounted processor to interface with the traffic control cabinet. The module shall process information from both video imaging and radar sensors simultaneously in real-time.

907-643.02.4.2--Detector Configuration. The proposed MSVD shall be available in various configurations to allow maximum deployment flexibility. Each configuration shall have an identical user interface for system setup and configuration. The communications protocol to each

configuration shall be identical and shall be hardware platform independent.

The detector shall include software that detects vehicles in multiple lanes. Video imaging detection zones shall be defined using only an on-board video menu and a pointing device to place the zones on a video image. Up to 24 video detection zones per camera view shall be available. Two (2) additional trigger zones for the radar sensor shall be available and be configurable by using the same system setup menu on the DP. A separate computer shall not be required to program the detection zones. A pre-programmed setup tool is required to align and input radar information and set the camera field of view (zoom and focus).

907-643.02.4.3--Multi-Sensor Vehicle Detection Hardware. The MSVD hardware shall consist of the following four (4) elements:

- 1) Video Imaging Camera Sensor
- 2) Radar Sensor
- 3) Sensor Data Combiner
- 4) Detection Processor

907-643.02.4.3.1--Video Imaging Camera Sensor. The video imaging camera sensor shall meet the following minimum requirements:

- To accommodate deployment flexibility, the MSVD camera sensor shall be compatible with the Data Processor platforms. The MSVD camera sensor shall be supplied by the MSVD manufacturer.
- The advanced camera enclosure shall utilize technology for the heating element of the front glass. The transparent coating shall not impact the visual acuity and shall be close to optically clear.
- Cable terminations at the data combiner for video and power shall not require crimping or special tools.
- The camera sensor shall allow the user to set the focus and field of view via Wi-Fi connectivity.
- The camera shall produce a useable video image of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 1.0 lux to 10,000 lux.
- The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.
- The imager luminance signal to noise ratio (S/N) shall be more than 50 dB with the automatic gain control (AGC) disabled.
- The imager shall employ three (3) dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.
- The camera image shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.
- The camera shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 550 TV lines.
- The camera sensor shall include an electronic shutter control based upon average scene

luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter. The electronic shutter shall operate between the range of 1/1 to 1/10,000th second.

- The camera sensor shall utilize automatic white balance.
- The camera sensor shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.
- The horizontal field of view shall be adjustable. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall be a minimum 10X zoom lens with a variable focal length.
- The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.
- The camera shall incorporate the use of preset positioning that store zoom and focus positioning information. The camera shall have the capability to recall the previously stored preset upon application of power.
- The camera shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the camera to be rotated to allow proper alignment between the camera and the traveled road surface.
- The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view.
- The camera enclosure shall be designed so that the pan, tilt and rotation of the camera assembly can be accomplished independently without affecting the other settings.
- The camera enclosure shall include a proportionally controlled heater design that maximizes heat transfer to the lens. The output power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.
- The glass face on the front of the enclosure shall have an anti-reflective coating to minimize light and image reflections.
- When mounted outdoors in the enclosure, the camera shall operate in a temperature range from -29°F to +165°F and a humidity range from 0% RH to 100% RH.
- Measurement of satisfactory video shall be based upon DP system operation.
- The camera sensor shall acquire its power from the sensor data combiner.
- Recommended camera placement height shall be 18 to 33 feet above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.
- The video signal shall be fully isolated from the camera enclosure and power cabling.
- A weather-proof protective cover shall be provided to protect all terminations at the camera.

907-643.02.4.3.2--Radar Sensor. The radar sensor shall meet the following minimum requirements:

- The radar sensor shall operate in the 24 GHz frequency band.
- The radar detection range shall be 600 feet minimum, $\pm 5\%$.
- The radar sensor shall be able to track up to 20 independent objects simultaneously.
- Object speed detection shall be within a range of zero (0) to 150 mph ± 1.0 mph.
- The radar sensor shall be able to detect vehicles in one (1) to four (4) traffic lanes.
- The radar sensor shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the radar to be adjusted to allow proper alignment between the sensor and the traveled road surface.
- When mounted outdoors in the enclosure, the radar shall operate in a temperature range from -29°F to $+165^{\circ}\text{F}$ and a humidity range from 0% RH to 100% RH.
- The radar sensor shall communicate with the sensor data combiner.
- The radar sensor shall acquire its power from the sensor data combiner.
- Data and power cables between the radar sensor and sensor data combiner shall be fully isolated from the sensor enclosure.

907-643.02.4.3.3--Multi-Sensor Vehicle Detection Assembly. Multi-Sensor Vehicle Detection Assembly shall meet the following requirements:

- Both camera and radar sensors shall be housed in an overall, single enclosure assembly.
- The maximum power consumption for the Multi-Sensor Vehicle Detection Assembly shall be less than ten (10) watts typical, 20 watts peak.

907-643.02.4.3.4--Sensor Data Combiner. The sensor data combiner (if required) shall meet the following minimum requirements:

- A sensor data combiner that combines sensor information from both video and radar sensors shall be employed.
- Sensor data combiner shall supply primary power to each sensor unit.
- Sensor data combiner shall facilitate digital communications between the sensor data combiner and each of the sensor units.
- Sensor data combiner shall get its primary power from an AC power source using industry standard 3-conductor cabling.
- Sensor data combiner shall communicate with the detection processor using a single coax cable. Both video imaging and radar data shall use the single coax cable.
- The sensor data combiner shall also employ industry standard Wi-Fi connectivity for remote sensor system setup using a mobile programming device such as a netbook or tablet computer. Video camera and radar sensor shall be able to be configured independently.
- Sensor data signal shall be fully isolated from the mechanical enclosure and power cabling.
- Cable terminations at the sensor data combiner shall not require crimping tools.
- The Sensor Data Combiner shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications.

907-643.02.4.3.5--Detection Processor. The detection processor shall meet the following minimum requirements:

- Each sensor input shall accept RS170 (NTSC) or CCIR (PAL) signals from an external video source. The interface connector shall be BNC type and shall be located on the front of the processing unit. The sensor input shall have the capability to be terminated into 75- ohms or high impedance (Hi-Z) using dip switches or software control from the user menu. The sensor input shall also facilitate the data from the radar sensor.
- A LED indicator shall be provided to indicate the presence of the sensor signal. The LED shall illuminate upon valid sensor synchronization and turn off when the presence of a valid sensor signal is removed.
- One (1) video output shall be provided. The video output shall be RS170 or CCIR compliant and shall pass through the input video signal. For multi-channel video input configurations, a momentary push-button shall be provided on the front panel to cycle through each input video channel. In the absence of a valid sensor signal, the channel shall be skipped and the next valid sensor signal shall be switched. The real time video output shall have the capability to show text and graphical overlays to aid in system setup. The video output interface connector shall be positive locking BNC type. Friction type (e.g. RCA type) connectors shall not be allowed.
- A communications port shall be provided on the front panel. The communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. Each MSVD shall have the capability to be addressable. The DP shall support data rates of 1200 bps to 230,400 bps, inclusive.
- Open collector (contact closure) outputs shall be provided. Four (4) open collector outputs shall be provided for the single or dual channel rack-mount configuration. Additionally, the DP shall allow the use of extension modules to provide up to 24 open collector contact closures per camera input. Each open collector output shall be capable of sinking 30 mA at 24 VDC. Open collector outputs will be used for vehicle detection indicators as well as discrete outputs for alarm conditions. The DP outputs shall be compatible with industry standard detector racks assignments.
- Logic inputs such as delay/extend or delay inhibit shall be supported through the appropriate detector rack connector pin or front panel connector in the case of the I/O module. For DPs and extension modules, four (4) inputs shall be supported via detector rack interface. The I/O module shall accommodate eight (8) inputs through a 15-pin "D" connector.
- Detection status LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. The front panel of the DP shall have detector test switches to allow the user to manually place calls on each DP output channel. The test switch shall be able to place either a constant call or a momentary call depending on the position of the switch.
- A USB mouse port shall be provided on the front panel of the rack mount detection processing unit. The mouse port shall not require special mouse software drivers. The mouse port shall be used as part of system setup and configuration.
- Extension modules (if required) shall be connected to the DP by an 8-wire twisted- pair cable with modular RJ45 connectors. DP and EM communications shall be accommodated by methods using differential signals to reject electrically coupled noise.
- Extension modules (EM) shall be available to eliminate the need of rewiring the detector

rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack to provide additional open collector outputs. The extension module shall be available in both two (2) and four (4)-channel configurations. The DP and EM shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power, provide contact closure outputs and accept logic inputs (e.g. delay/extend). No adapters shall be required to mount the DP or EM in a standard detector rack. Detector rack rewiring shall not be required.

- The DP shall utilize non-volatile memory technology to store on-board firmware and operational data.
- The DP shall enable the loading of modified or enhanced software through the EIA232 or USB port (using a USB thumb drive) and without modifying the DP hardware.
- The DP and EM shall be powered by 12 or 24 volts DC. DP and EM modules shall automatically compensate for either 12 or 24 VDC operation. DP power consumption shall not exceed 7.5 watts. The EM power consumption shall not exceed three (3) watts.
- The DP shall operate satisfactorily in a temperature range from -40°F to +165°F and a humidity range from zero (0) %RH to 95 %RH, non-condensing as set forth in NEMA specifications.
- A video surge suppresser shall be provided for each sensor input. The surge suppresser shall be appropriately grounded to the cabinet ground rod using AWG 14 minimum.

907-643.02.4.4--Detection Software. The detection software shall meet the following general system functions:

- Detection zones shall be programmed via an on board menu displayed on a video monitor and a pointing device connected to the DP. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. A separate computer shall not be required for programming detection zones or to view system operation.
- The DP shall store up to three (3) different detection zone patterns in non-volatile memory. The DP can switch to any one of the three (3) different detection patterns within one (1) second of user request via menu selection with the pointing device. Each configuration shall be uniquely labeled and able to be edited by the user for identification. The currently active configuration indicator shall be displayed on the monitor.
- The DP shall detect vehicles in real time as they travel across each detection zone.
- The DP shall accept new detection patterns from an external computer through a communications port when the external computer uses the correct communications protocol for downloading detection patterns. A Windows™ based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.
- The DP system shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.
- The DP shall send its detection patterns to an external computer through the communications port when requested when the external computer uses the appropriate communications protocol for uploading detection patterns.
- The DP shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the sensor signal.
- The system shall be capable of automatically detecting a low-visibility condition such as

fog and respond by placing all effected detection zones in a constant call mode. A user-selected alarm output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

- Up to 24 detection zones per camera input shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.
- The DP shall support two (2) independent trigger points for radar outputs for dilemma zone applications.
- The DP shall provide up to 24 open collector output channels per sensor input using one or more extension modules.
- A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single approach of traffic movement.
- Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the DP and displayed on a video monitor or laptop computer to draw the detection zones on the video image from each video camera.
- When a vehicle is detected within a detection zone, a visual indication of the detection shall activate on the video overlay display to confirm the detection of the vehicle for the zone.
- Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality.
- The DP shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The new zone configuration shall not go into effect until the configuration is saved by the operator.
- Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.
- The DP shall process the video input from each camera at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.
- The DP shall output a constant call during the background learning period of no more than three (3) minutes.
- Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.
- Up to six (6) video detection zones per sensor input shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the communications port.
- In addition to the count type zone, the DP shall be able to calculate and/or acquire average speed and lane occupancy using both video and radar sensors. These values shall be stored in non-volatile memory for later retrieval.
- The DP shall have an "advance" zone type where detection outputs to the traffic controller

are compensated for angular occlusion and distance.

- The user shall have the ability to enable or disable the display of the phase information on the video output.
- The DP shall have the capability to change the characteristics of a detection zone based on external inputs such as signal phase. Each detection zone shall be able to switch from one zone type (i.e. presence, extension, pulse, etc.) to another zone type based on the signal state. For example, a zone may be a “count” zone when the phase is green but change to a “presence” zone type when the phase is not green. Another application would be zone type of “extension” when the signal phase is green and then “delay” when red.
- The DP shall aid the user in drawing additional detection zones by automatically drawing and placing zones at appropriate locations with only a single click of the mouse. When the user wishes to modify the location of a zone, the DP shall allow the user move a single zone, multiple zones or all zones simultaneously.
- On-screen zone identifiers shall be modifiable by the user. The user shall be allowed to select channel output assignments, zone type, input status, zone labels or zone numbers to be the identifier.
- For multiple camera input DPs, the user shall have the ability to enable automatic video output switching. The dwell time for each sensor input shall be user programmable.
- For the radar sensor zones the output can be triggered by presence of a vehicle only or by presence of a vehicle above a speed defined by the user.

907-643.02.4.5--Multi-Sensor Cable. The cable to be used between the Multi-Sensor Vehicle Detection Assembly and the DP in the traffic cabinet shall be per manufacturer’s specifications. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. BNC plug connectors shall be used where applicable. The cable, BNC connector, and crimping tool shall be approved by the supplier of the MSVD, and the manufacturer's instructions must be followed to ensure proper connection.

907-643.02.4.6--Power Cable. The power cabling shall be per manufacturer’s specifications. The cabling shall comply with the National Electric Code, as well as local electrical codes.

907-643.05--Construction Requirements. The Construction and testing requirements for Type 1, Type 2, and Multi-Sensor Vehicle Detection are the same.

907-643.05.1--General Requirements. The Contractor shall perform the following:

- 1) Install all sensors, system processors and associated enclosures and equipment at the locations specified in the plans, in any related notice to bidders, per manufacturer’s recommendations, or as directed.
- 2) Install all cabinet-mounted equipment in the intersection equipment cabinet or as specified in the plans.
- 3) Cabling from all sensors shall be installed in accordance with the manufacturer's recommendations.
- 4) Make all necessary adjustments and modifications to the total VVD/MSVD prior to requesting inspection for system/device acceptance.
- 5) Mount the sensors as per manufacturer’s recommendations or as shown in the plans.

- 6) Mount the sensors so as to view approaching traffic unless otherwise directed.
- 7) Optimize the sensors location and zone of detection as directed by the Engineer, or authorized designee.
- 8) Adjust the sensor zoom lens to match the width of the road/detection area, and minimize lane vehicle occlusion.
- 9) Fasten all other cabinet components, with hex-head or Phillips-head machine screws insulated with nuts (with locking washer or insert) or into tapped and threaded holes. Do not use self-tapping or self-threading fasteners.
- 10) Provide electrical cables for video, communications signaling and power supply between the cabinet and the VVD/MSVD image sensor cameras as recommended by the manufacturer, and as required for a fully functional System.

907-643.05.2--Contractor Training. Installation of the Video Vehicle Detection shall be as recommended by the manufacturer and performed by a Contractor trained and certified by the supplier. Where time does not reasonably permit training of the installing Contractor, a supplier factory representative shall supervise and assist a Contractor during installation of the Video Vehicle Detection.

Installation of the Multi-Sensor Vehicle Detection shall be as recommended by the supplier and performed by a Contractor with factory-certified installers and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

907-643.05.3--Testing. All equipment associated with the Video Vehicle Detection System site shall undergo testing to verify conformance to requirements of the plans and these special provisions. All costs associated with testing shall be included in the overall contract price; no separate payment will be made for any testing.

907-643.05.3.1--Standalone Acceptance Test (SAT). The SAT shall include videos of the approach with detection zones overlaid showing detector activations.

- 1) One (1) hour videos shall be made of each approach and compared to actual detection calls.
- 2) 30-minute videos shall be made starting 15 minutes prior to sunrise and sunset for each approach and compared to actual detection calls.
- 3) All videos shall be date and time stamped.
- 4) Provide all videos to the Engineer with a summary of the results included total calls, missed calls and false calls.
- 5) All test results must meet a 98% accuracy requirement.

The Contractor must demonstrate the accuracy requirements specified in Subsection 907-643.02.1.7 at selected intersections after a sixty (60) day burn in period for Type 1 and a thirty (30) day burn in period for Type 2 and MSDS. The intersections to be tested will be randomly selected by the Project Engineer.

907-643.05.4--Warranty. The Video Vehicle Detection shall be warranted to be free of manufacturer defects in materials and workmanship for a period of three (3) years from the date of final acceptance. Equipment covered by the manufacturer's warranties shall have the

registration of that component placed in the Department's name prior to final inspection. The Contractor is responsible for ensuring that the vendors and/or manufacturers supplying the components and providing the equipment warranties recognize the Department as the original purchaser and owner/end user of the components from new. During the warranty period, the supplier shall repair or replace with new or refurbished material, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the supplier's factory or authorized warranty site. Products repaired or replaced under warranty by the supplier shall be returned prepaid by the supplier.

The Multi-Sensor Vehicle Detector shall be warranted to be free of manufacturer defects in materials and workmanship for a period of three years (3) from the date of final acceptance.

During the warranty period, technical support shall be available from the supplier via telephone within four (4) hours of the time a call is made by the Department, and this support shall be available from factory certified personnel. During the warranty period, updates and corrections to Control Unit Software shall be made available to the Department by the supplier at no additional cost.

907-643.05.5--Training. When called for in the Plans, the Contractor shall submit to the Project Engineer for approval a detailed Training Plan including course agendas, detailed description of functions to be demonstrated and a schedule. The Contractor must also submit the Trainer's qualifications to the Project Engineer for approval prior to scheduling any training. The training must include both classroom style training and hands-on training in the field of the maintenance and troubleshooting procedures required for each component. The training should also consist of a hands-on demonstration of all software configuration and functionality where applicable.

The supplier of the detection system shall, at a minimum, provide a 16-hour operations and maintenance training class with suitable documentation for up to eight (8) persons selected by the Department. The operations and maintenance class shall be scheduled at a mutually acceptable time and location.

907-643.05.6--Maintenance and Technical Support. The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the detection system. Spare parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale of said spare parts.

The suppliers shall maintain an ongoing program of technical support for the detection system. This technical support shall be available via telephone or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale of said technical support services.

The installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Certified Traffic Signal Technician.

All product documentation shall be written in the English language.

907-643.06--Method of Measurement. Video Vehicle Detection Sensor of the type specified will be measured as a unit per each.

Video Vehicle Detection Cable and/or Power Cable will be measured by the linear foot, measured horizontally along the conduit, messenger cable or mast arm and vertically along the pole.

Video Vehicle Detection Training will be measured as a lump sum after the completion of all training.

Multi-Sensor Vehicle Detection of the type specified will be measured as a unit per each.

Multi-Sensor Detection Cable and/or Power Cable will be measured by the linear foot, measured horizontally along the conduit, messenger cable or mast arm and vertically along the pole.

907-643.07--Basis of Payment. Video Vehicle Detection Sensor, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for installation, system integration, documentation, system software, and testing of a complete video detection sensor site including video camera sensor/processor, the sensor environmental enclosure, attachment hardware and brackets, completion of all testing requirements, [warranties](#) and all work, equipment and appurtenances as required to provide and install a complete video detection system. The price bid shall also include all system documentation including: shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams and other materials necessary to document the operation of the Video Vehicle Detection Sensor. This price shall be full compensation for all labor, tools, materials, equipment and incidentals necessary to complete the work [and quality assurance](#).

Video Vehicle Detection Cable and/or Power Cable will be paid at the contract unit price per linear foot, which price shall be full compensation for all labor, materials, equipment tools, furnishing, installing, system integration, connections, testing, and all incidentals necessary to complete the work.

Video Vehicle Detection Training, measured as prescribed above, will be paid for at the contract unit lump sum price, which price shall be full compensation for all training costs [including all coordination, materials, labor, training location costs, and all incidentals required to complete the training](#).

Multi-Sensor Vehicle Detection Sensor, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for installation, system integration, documentation, and testing of a complete Multi-Sensor Vehicle Detection Sensor site including video imaging camera sensor, radar sensor, sensor data combiner, detection processor, system software, the sensor environment enclosure, attachment hardware and brackets, completion of all testing requirements and all work, equipment and appurtenances as required to provide and install a complete Multi-Sensor Vehicle Detection Sensor. The price bid shall also include all system documentation including: shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams and other materials necessary to document the operation of the multi-sensor detection system. This price shall be full compensation for all labor, tools, materials,

equipment and incidentals necessary to complete the work.

Multi-Sensor Detection Cable and/or Power Cable will be paid at the contract unit price per linear foot, which price shall be full compensation for all labor, materials, equipment tools, furnishing, installing, system integration, connections, testing, and all incidentals necessary to complete the work.

Payment will be made under:

907-643-A: Video Vehicle Detection Sensor, Type ____	- per each
907-643-B: Video Vehicle Detection Cable	- linear foot
907-643-C: Video Vehicle Detection Power Cable	- linear foot
907-643-D: Video Vehicle Detection Training	- lump sum
907-643-E: Multi-Sensor Vehicle Detection Sensor	- per each
907-643-F: Multi-Sensor Vehicle Detection Cable	- linear foot
907-643-G: Multi-Sensor Vehicle Detection Power Cable	- linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-645-1

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Pedestrian Detection Assemblies

Section 645, Pedestrian Detection Assemblies, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-645.02--Materials.

907-645.02.1--Standard Pedestrian Pushbutton Detector. Before the first sentence of the paragraph in Subsection 645.02.1 on page 629, add the following.

The Standard Pedestrian Pushbutton Detector shall meet the latest ADA Compliant Specifications.

907-645.02.1.2--Pushbutton. Delete the second sentence of the paragraph in Subsection 645.02.1.2 on page 629, and substitute the following.

The switch, when activated, shall give an audible (i.e., click) and visual indication of actuation. The visual indication shall remain illuminated until the pedestrian's WALK indication is displayed.

907-645.02.5--Environmental. Delete the paragraph in Subsection 645.02.5 on page 631, and substitute the following.

Ensure equipment performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS 2, Sections 2.2.7, 2.2.8, and 2.2.9.

907-645.05--Basis of Payment. Add the "907" prefix to the list of pay items on page 631.

FTA SIDEWALK PROJECT
HARDY STREET - KAMPER PARK
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

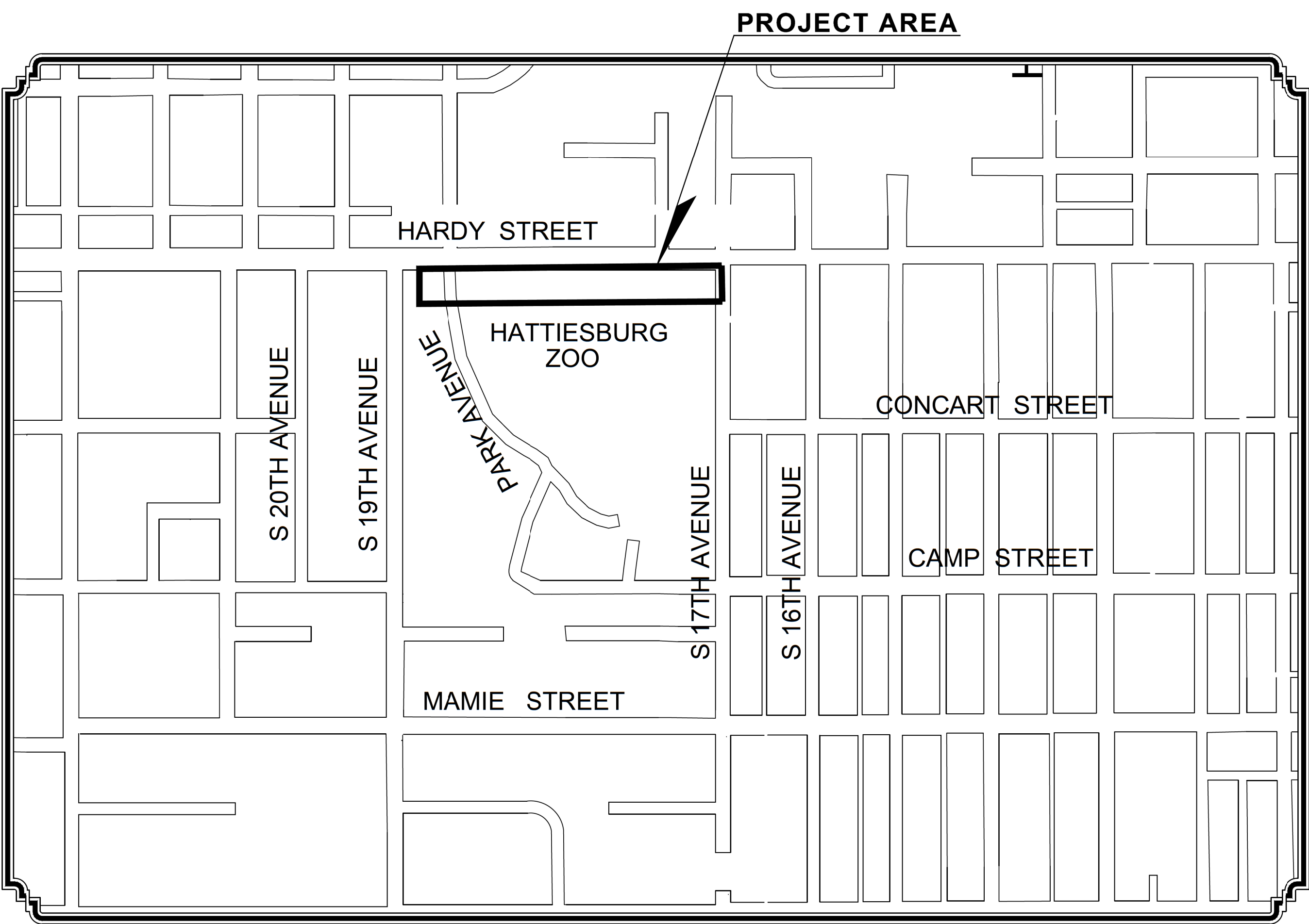
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

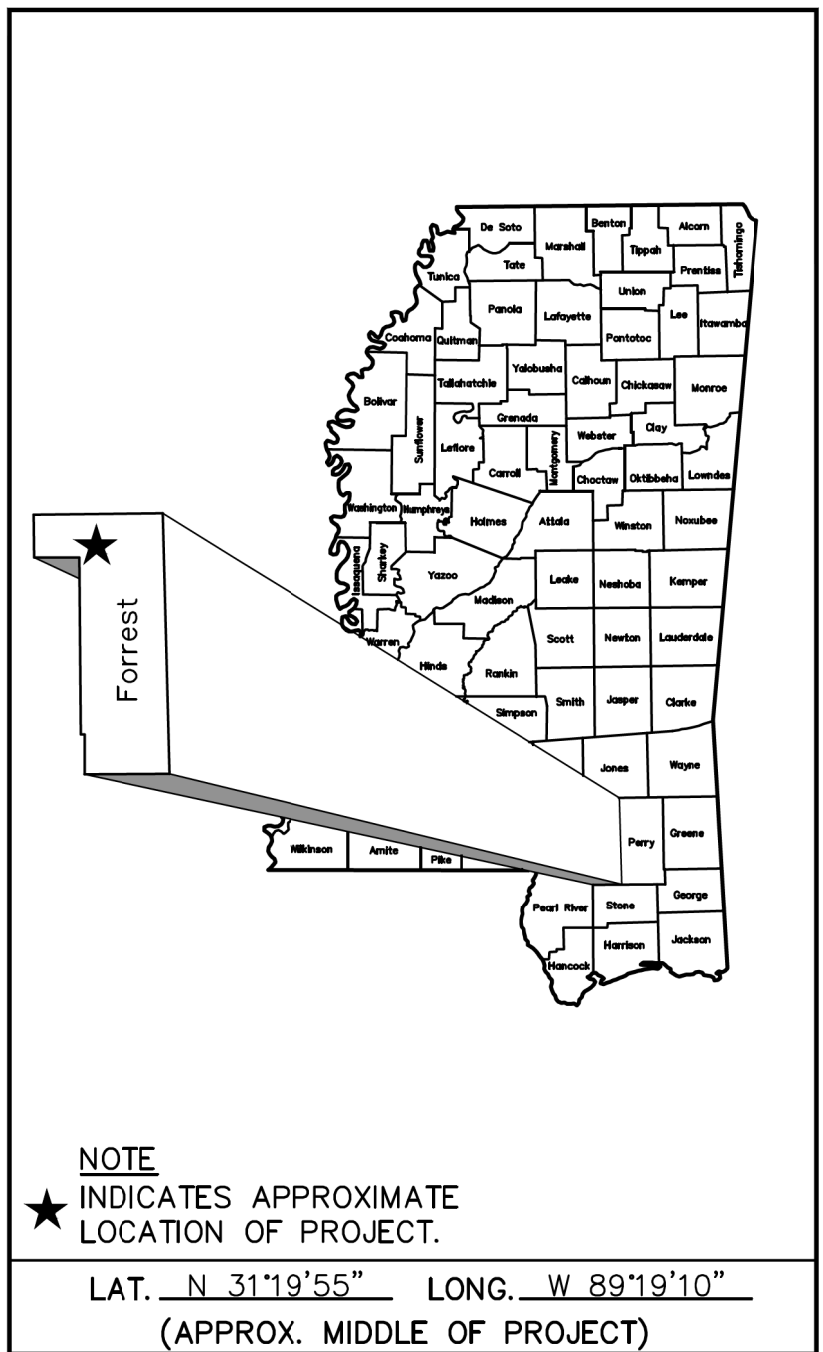
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
SPIRE
COMCAST CABLE



VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFER
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MISSISSIPPI LICENSE NO. 19984

7/27/2022 9:53 AM c:\p000\hattiesburg\16258 fta sidewalk projects\design\plan_kamper & 17th\16258_index - park&17th.dwg

DESCRIPTION OF SHEET

TITLE SHEET (1)

DETAILED INDEX & GENERAL NOTES (2)

DETAILED INDEX
GENERAL NOTES

TYPICAL SECTION SHEETS (1)

TYPICAL SECTIONS

QUANTITY SHEETS (1)

SUMMARY OF QUANTITIES

DEMOLITION SHEETS (3)

DEMOLITION PLAN - B.O.P TO STA. 3+25
DEMOLITION PLAN - STA. 3+25 TO STA. 6+50
DEMOLITION PLAN - STA. 3+25 TO E.O.P.

SITE PLAN SHEETS (4)

DRAWING KEY
PLAN AND PROFILE- B.O.P. TO STA. 3+00
PLAN AND PROFILE- STA. 3+00 TO STA. 6+00
PLAN AND PROFILE- STA. 6+00 TO STA. 9+00
PLAN AND PROFILE- STA. 9+00 TO E.O.P.

TRAFFIC CONTROL SHEETS (2)

TRAFFIC CONTROL PLAN
TRAFFIC CONTROL DETAILS - ONE LANE CLOSURE (2 LANE ROAD)

DETAILS (3)

DETAILS
DETAILS
TYPICAL SANITARY SEWER DETAILS

TRAFFIC SIGNAL DESIGN SHEETS AND DETAILS (9)

TRAFFIC SIGNAL INSTALLATION- HARDY ST. / PARK AVE.
TRAFFIC SIGNAL GENERAL NOTES
TRAFFIC SIGNAL HEADS, TRAFFIC SIGNAL SIGNS AND WIND SPEEDS
CURVED MAST ARMS AND PEDESTAL POLE DETAILS
SIGNAL POLE AND PEDESTAL POLE FOUNDATION DETAILS
CONTROLLER CABINET AND SERVICE POWER DETAILS
PULL BOX AND CONDUIT TRENCHING DETAILS
VIDEO/MULTI SENSOR DETECTION INSTALLATION FOR TRAFFIC SIGNALS
TRAFFIC CONTROL PLAN (TYPICAL SIGNAL INSTALLATION)

LANDSCAPE PLAN AND DETAILS (3)

LANDSCAPE PLAN - B.O.P. TO STA. 6+00
LANDSCAPE PLAN - STA. 6+00 TO E.O.P.
LANDSCAPE DETAILS & VEGETATION SCHEDULE

WKG.
NO.

SHT.
NO.

	1
GN-1	2
GN-2	3
TS-1	4
SQ-1	5
DEMO-1	6
DEMO-2	7
DEMO-3	8
KEY	9
PP-1	10
PP-2	11
PP-3	12
PP-4	13
TCP-1	14
TCP-2	15
DET-1	16
DET-2	17
DET-3	18
TSI-1	19
TSD-1	20
TSD-2	21
TSD-3C	22
TSD-4	23
TSD-6	24
TSD-8	25
TSD-9GS	26
TSD-10	27
LS-1	28
LS-2	29
LS-3	30

DESCRIPTION OF SHEET

STRUCTURAL PLAN AND DETAIL SHEET

BRIDGE DETAILS
BRIDGE DETAILS
ABUTMENT GENERAL NOTES
ABUTMENT DETAILS

MDOT STANDARD DETAILS (11)

TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
DETAILS OF SEDIMENT BARRIER APPLICATIONS
DETAILS OF SILT FENCE INSTALLATION
DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
TYPICAL APPLICATIONS AND DETAILS FOR INLET CONSTRUCTION
INLET PROTECTION DETAILS OF WATTLES
INLET PROTECTION DETAILS OF SANDBAGS
JUNCTION BOX FOR PIPE CULVERTS
BRANCH CONNECTIONS
STORM SEWER INLET TYPE SS-2
DROP INLET AND GRATE DETAILS FOR PIPE AND BOX CULVERTS

TOTAL NUMBER OF SHEETS (45)

WKG.
NO.

SHT.
NO.

BD-1	31
BD-2	32
S-1	33
S-2	34
ECD-1	6101
ECD-2	6102
ECD-3	6103
ECD-6	6106
ECD-11	6111
ECD-13	6113
ECD-15	6115
JB-1	6504
BC-1	6507
SS-2	6524
B-9	6527

NOTICE TO DRAWING HOLDER		REVISIONS			DRAWING INFORMATION	
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.	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16258	
					FILENAME: 16258_Index - Park&17th.dwg	
					SCALE:	
					SURVEYED BY: CLEARPOINT ENGINEERS	
					DSGN: GPC	DATE: 05/2022
					DRWN: PAN	DATE: 05/2022
					CHKD:	DATE:
					QA/QC:	DATE:

FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DETAILED INDEX

WORKING NUMBER: DI-1	DRAWING NUMBER: 2
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GENERAL NOTES

1. 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. ALL DAMAGES TO EXISTING UTILITIES WILL BE REPAIRED AT THE CONTRACTOR’S EXPENSE.

2. THE CONTRACTOR SHALL AVOID DAMAGING TREES AND SHRUBBERY UNLESS NOTED IN THE PLANS TO BE REMOVED. ALL DAMAGED PLANT MATERIAL NOT NOTED TO BE REMOVED SHALL BE REPLACED AT THE CONTRACTOR’S EXPENSE.

3. IMPROVEMENTS SHOWN ON THESE PLANS ARE IN APPROXIMATE LOCATIONS. ALL IMPROVEMENTS SHALL BE FIELD LOCATED BY THE CONTRACTOR WITH FIELD STAKED LOCATIONS APPROVED BY THE ENGINEER TO VERIFY PROPER PLACEMENT, ETC. THE CONTRACTOR SHALL FIELD STAKE PROPOSED IMPROVEMENT LOCATIONS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO REVIEW BY THE ENGINEER.

4. ALL SIGNS AND TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEMS THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT PERSONS WORKING NEAR THE EXCAVATION.

6. UNDERGROUND, DRILLED OR JACKED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER. TRENCHED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

7. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

8. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR LOCATION OF EXISTING POWER, TELEPHONE, AND CABLE TV UTILITIES. DEPTH OF UNDERGROUND UTILITIES IS NOT KNOWN. THE CONTRACTOR IS REQUIRED TO DO TEST EXCAVATIONS IN AREAS WITH POTENTIAL CONFLICTS TO DETERMINE DEPTH OF UNDERGROUND UTILITIES.

9. ALL TREE ROOTS LARGER THAN ONE–INCH IN DIAMETER ARE TO BE CUT CLEANLY. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET BURLAP. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE DRIP LINE OF EXISTING TREES. NO CLEAN–OUT AREAS WILL BE ALLOWED WITHIN THE DRIPLINE SO THAT THE MATERIAL WILL NOT BE IN OR MIGRATE TO THE ROOT ZONE. NO GRADE CHANGE MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE. ANY PRUNING OF EXISTING VEGETATION SHALL RECEIVE APPROVAL FROM THE PROJECT ENGINEER AND USM PRIOR TO ANY PRUNING ACTIVITIES. ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. NO WIRES, NAILS OR OTHER MATERIALS MAY BE ATTACHED TO PROTECTED TREES. TREES WHICH ARE DAMAGED OR LOST DUE TO THE CONTRACTORS NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED ACCORDING TO THE UNIVERSITY’S WISHES AT THE CONTRACTOR’S EXPENSE.

10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, SIDEWALK, IRRIGATION, 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.

11. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER. THIS INCLUDES AREAS DAMAGED OR DISTURBED BY THE CONTRACTOR’S VEHICLES OR EQUIPMENT OUTSIDE OF THE PROJECT AREA. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL FOR DISTURBED AREAS UNTIL THEY HAVE BEEN GRASSED AND GROWTH ESTABLISHED (COST ABSORBED).

12. EXISTING LIGHTING (TO REMAIN AND TO BE REMOVED) SHALL REMAIN IN PLACE AND OPERABLE UNTIL PROPOSED LIGHTING IS IN PLACE AND OPERABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO THE EXISTING LIGHTS, CIRCUITS AND ASSOCIATED COMPONENTS TO ENSURE NIGHT LIGHTING IS AVAILABLE EACH NIGHT DURING CONSTRUCTION (COST ABSORBED).

13. APPROXIMATE LOCATIONS OF LIGHTING ASSEMBLIES, IRRIGATION CONTROLLERS, SPRINKLER HEADS, VALVES, HOSEBIBS, RECEPTACLES, ELECTRICAL & CONTROL PANELS, BRICK, LANDSCAPING, ETC. ARE SHOWN ON THE DRAWINGS. EXACT INSTALLATION LOCATION OF IMPROVEMENTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENTS.

14. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2’ BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

15. CONTRACTOR IS RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO ANY DIGGING OR EXCAVATION ACTIVITIES. CONTRACTORS SHALL MAKE EVERY EFFORT TO PROTECT EACH PRIVATE UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS AND/OR UTILITY RELOCATIONS WITH UTILITY OWNERS. ANY DAMAGES TO UTILITIES SHALL BE REPLACED/REPAIRED AT THE CONTRACTORS EXPENSE.

16. ALL IMPROVEMENTS DESIGNATED WITHIN THE PROJECT SITE INCLUDING, BUT NOT LIMITED TO: DRAINAGE PIPE, CONCRETE, UNDERGROUND/ABOVE GROUND UTILITIES, PAVEMENT, & DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND PROPERLY DISPOSED, UNLESS DIRECTED OTHERWISE BY THE OWNER OR INDICATED TO BE SALVAGED.

17. ALL PIPE SHALL BE GRADED TO LINES AND ELEVATIONS AS SHOWN. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO STAKEOUT THE CONSTRUCTION AND ESTABLISH LINES FOR WORK AND VERIFY ALL DIMENSIONS.

18. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.

19. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.

20. THE CONTRACTOR SHALL VERIFY MATERIAL OF ALL EXISTING UTILITIES DESIGNATED FOR REMOVAL, REPLACEMENT, OR CONNECTION TO.

21. FILL, BACKFILL, AND EXISTING GRANULAR MATERIAL UNDER OR DIRECTLY ADJACENT TO IMPROVEMENTS (OTHER THAN LANDSCAPING AND GRASSING) SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.

22. ALL DRAINAGE STRUCTURES SHALL BE CAST–IN–PLACE.

23. SIDEWALK, CROSS WALKS, CURB RAMPS, AND ALL OTHER ELEMENTS OF CONSTRUCTION SHALL BE ADA COMPLIANT IN ALL INSTANCES. IF SLOPES OF SIDEWALKS OR SHARED USE PATHS EXCEED 2%, THEY SHALL BE REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

24. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.

25. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.

26. BURNING WILL NOT BE ALLOWED ON SITE.

27. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

28. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

29. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR’S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR’S EXPENSE.

30. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.

31. CONTRACTOR MAY CONSTRUCT SECTIONS OF THE SIDEWALK SIMULTANEOUSLY BUT WILL NEED TO COORDINATE DEMOLITION ACTIVITIES WITH CONSTRUCTION.

32. TREE MAINTENANCE IS NOTED IN THE PLANS AND SHALL BE INCLUDED AS 618–A001 MAINTENANCE OF TRAFFIC. THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE TREE PROTECTION ZONE (AREA BETWEEN THE TRUNK AND TEMPORARY ORANGE CONSTRUCTION FENCE) INCLUDE:

a. PARKING VEHICLES OR EQUIPMENT, STORAGE OF BUILDING MATERIALS, REFUSE, OR EXCAVATED SOILS, OR DUMPING POISONOUS MATERIAL ON OR AROUND TREES AND ROOTS. POISONOUS MATERIALS INCLUDE, BUT ARE NOT LIMITED TO PAINT, PETROLEUM PRODUCTS, CONCRETE, STUCCO MIX, DIRTY WATER OR ANY MATERIAL THAT MAY BE HARMFUL TO TREE HEALTH

b. THE USE OF TREE TRUNKS AS A BACKSTOP, WINCH SUPPORT, ANCHORAGE, AS A TEMPORARY POWER POLE, SIGNPOST OR OTHER SIMILAR FUNCTION

c. CUTTING OF TREE ROOTS BY UTILITY TRENCHING, FOUNDATION DIGGING, PLACEMENT OF CURBS AND TRENCHES, OR OTHER MISCELLANEOUS EXCAVATIONS WITHOUT PRIOR APPROVAL OF THE UNIVERSITY’S PROJECT REPRESENTATIVE AND SUPERINTENDENT OF GROUNDS.

d. SOIL DISTURBANCE OR GRADE CHANGE

e. DRAINAGE CHANGES

33. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO EXCAVATION OCCURRING UNDER ANY MATURE TREE CANOPY. CONTRACTOR MAY BE REQUIRED TO HAND EXCAVATE OR AIR EXCAVATE THESE AREAS AS DIRECTED BY THE ENGINEER.

34. PRIOR TO CONSTRUCTION, VARIOUS TREES MAY NEED TO BE PRUNED AWAY FROM STRUCTURES OR PROPOSED CONSTRUCTION ACTIVITY. CONSTRUCTION OR CONTRACTOR PERSONNEL ARE NOT ALLOWED TO REMOVE TREES (EXCEPT THOSE NOTED TO BE REMOVED) AND SHALL NOT ATTEMPT PRUNING. ONLY PERSONNEL APPROVED BY THE UNIVERSITY’S PROJECT REPRESENTATIVE AND SUPERINTENDENT OF GROUNDS CAN PERFORM PRUNING OR REMOVAL OPERATIONS. THE UNIVERSITY WILL PROVIDE QUALIFIED TREE PRUNING SERVICES AND COORDINATE WITH THE CONTRACTOR.

35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE RELOCATION OF BENCHMARKS.

36. THE MINIMUM DESIGN CRITERIA CAN BE FOUND IN THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AND THE PROWAG (DRAFT 2011).

37. THE CONTRACTOR SHALL DISPOSE OF DEMOLITION ITEMS IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS, EXCEPT THOSE ITEMS SPECIFICALLY NOTED IN THE PLANS TO BE SALVAGED TO THE OWNER.

38. THE CONTRACTOR SHALL COORDINATE WITH THE UNIVERSITY ON PLACEMENT OF TRAFFIC AND PEDESTRIAN SIGNAGE. CONTRACTOR SHALL PROVIDE ACCESS TO PEDESTRIANS IN ALL INSTANCES THROUGHOUT THE PROJECT SITE. THIS SHALL INCLUDE, BUT NOT LIMITED TO, HANDICAP ACCESS THRU THE SITE AND THE USE OF PREMISES CONNECTED TO THE SITE (COST ABSORBED).

39. FENCING FOR TREE PROTECTION SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

40. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN PAY ITEM 211–A001 TOPSOIL FOR SLOPE TREATMENT, FROM RIGHT OF WAY.

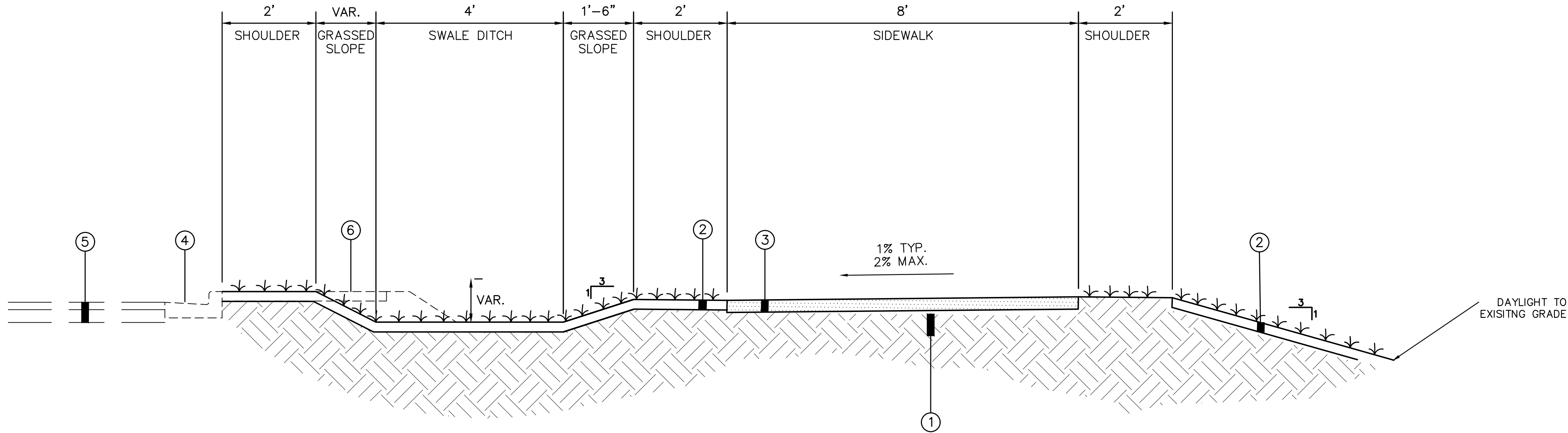
41. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL STAKE THE PROPOSED ALIGNMENT OF THE SIDEWALK FOR THE ENGINEER AND OWNER TO REVIEW.

42. THE US DEPARTMENT OF TRANSPORTATION REGULATES ACCESSIBILITY FOR CONSTRUCTION SITES. THESE ARE LOCATED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE US ACCESS BOARD (DEPARTMENT OF JUSTICE) REQUIRES THAT ALL PUBLIC RIGHT–OF–WAY BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES. REMINDER: THESE ARE FEDERAL REGULATIONS (A VIOLATION OF FEDERAL LAW). NO CHANGE ORDERS WILL BE GIVEN TO KEEP THESE REQUIREMENTS IN PLACE.
- THE US DOT AND THE DOJ WILL BE CONTACTED IF THE CONTRACTOR FAILS TO KEEP THESE IN PLACE.

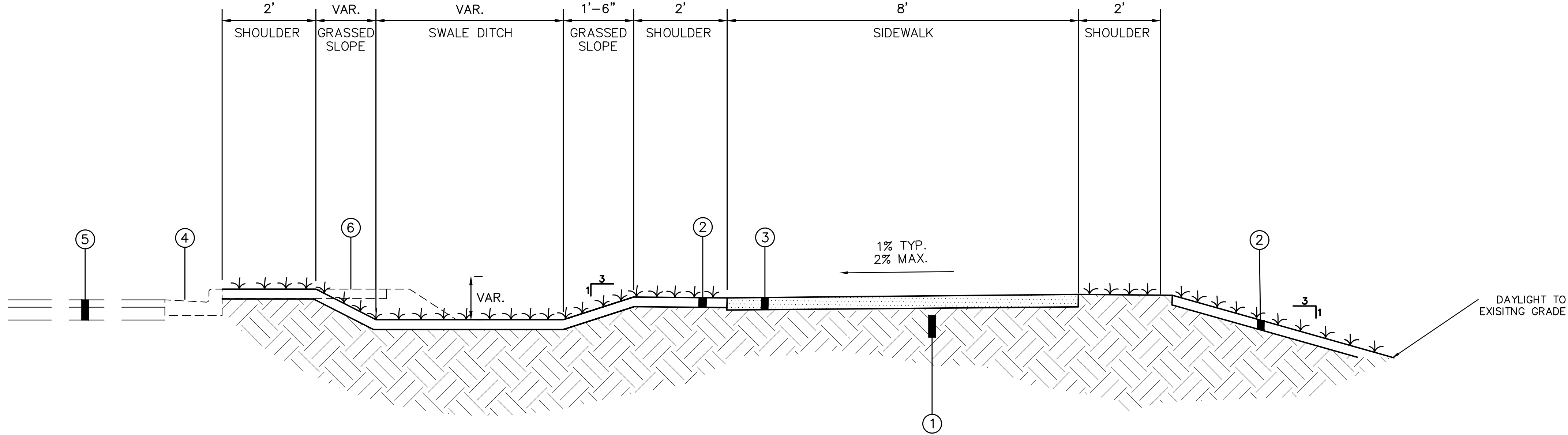
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					QA/QC:	DATE:			DI-2	3

LEGEND

- ① COMPACTED SUBGRADE – SEE DET-1
- ② 4" TOPSOIL BLANKET & SODDING
- ③ 5" CONCRETE PAVING – SEE DET-1
- ④ EXISTING CURB & GUTTER TO REMAIN
- ⑤ EXISTING PAVEMENT TO REMAIN
- ⑥ EXISTING SIDEWALK TO BE REMOVED



TYPICAL SECTION
EAST OF GORDON'S CREEK
NOT TO SCALE



TYPICAL SECTION
WEST OF GORDON'S CREEK
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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				QA/QC:	DATE:

FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TYPICAL SECTION

WORKING NUMBER:
TS-1

DRAWING NUMBER:
4

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SUMMARY OF QUANTITIES				
PAY ITEM NO.	PAY ITEM	UNIT	Prelim	Final
202-B	Removal of Concrete Sidewalk	SY	470	
202-B	Removal of Curb & Gutter, All Types	LF	130	
202-B	Removal of Concrete Pavement	SY	160	
202-B	Removal of Pipe, 8" and Above	LF	250	
202-B	Removal of Inlets, All Sizes	EA	3	
202-B	Removal of Fence	LF	750	
202-B	Removal of Crape Myrtle	EA	14	
202-B	Removal of Trees, Greater than 10"	EA	5	
202-B	Removal of Traffic Stripe	LF	250	
202-B	Removal of Electrical Service Pole and Wire	EA	1	
202-B	Removal of Batting Cage, Poles and Netting	LS	1	
EARTHWORK ITEMS				
203-A	Unclassified Excavation, FM, AH	CY	300	
203-EX	Borrow Excavation, AH, FME, Class B9	CY	2500	
203-G	Excess Excavation, FM, AH	CY	550	
ROADSIDE DEVELOPMENT ITEMS				
211-A	Topsoil for Slope Treatment, from ROW	SY	2800	
219-A	Watering	KGAL	370	
211-A	Topsoil for Slope Treatment, Contractor Furnished	CY	120	
216-A	Solid Sodding, Centipede	SY	2325	
EROSION CONTROL ITEMS				
234-A	Temporary Silt Fence	LF	2500	
237-A	Wattles, 20"	LF	1000	
246-A	Sandbags	EA	100	
LANDSCAPING ITEMS				
211-C	Topsoil for Plant Holes, Contractor Furnished	CY	8	
230-A	Shrub Planting, Daylily, (1) GAL	EA	62	
230-A	Shrub Planting, Parsons Juniper, (1) GAL	EA	37	
230-A	Shrub Planting, Dirift Rose "Peach", (3) GAL	EA	28	
230-B	Tree Planting, Live Oak, 30 Gallon	EA	15	
230-D	Bed Preparation	SF	850	
232-A	Fertilizer for Woody Plant Material, Tabler, 21 Gram	EA	202	
233-A	Tree Bark Mulch, Type III	CY	2	
233-A	Tree Bark Mulch, Type V	CY	2	
DRAINAGE ITEMS				
601-B	Class "B" Structural Concrete, Minor Structures	CY	16	
602-A	Reinforcing Steel	LBS	1450	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	24	
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	24	
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	144	
603-PC	18" Corrugated Polyethylene Pipe	LF	520	
603-SB	36" Branch Connections, Stub into Concrete Ditch	EA	2	
603-SB	Concrete Ditch Wall Repair	EA	3	
603-SB	Plug Concrete Pipe	EA	3	
604-A	Castings	LBS	158	
604-B	Gratings	LBS	1200	
907-603-PP	Preformed Polyethylene Drainage Catch Basin, 30"	EA	4	

SUMMARY OF QUANTITIES				
PAY ITEM NO.	PAY ITEM	UNIT	Prelim	Final
INCIDENTAL CONSTRUCTION ITEMS				
607-B	8' Black Chain Link Fence	LF	210	
607-PP	8' Double Black Chain Link Fence Gate, Per Plans	EA	1	
608-A	Concrete Sidewalk, Without Reinforcement	SY	1750	
609-D	Combination Concrete Curb and Gutter	LF	130	
613-D	Adjustment of Manholes	EA	1	
613-D	Adjustment of Water Valves	EA	4	
613-D	Adjustment of Electrical Pull Boxes	EA	2	
618-A	Maintenance of Traffic	LS	1	
620-A	Mobilization	LS	1	
699-A	Roadway Construction Stakes	LS	1	
PAVEMENT MARKING ITEMS				
626-G	Thermoplastic Detail Stripe, White	LF	385	
907-608-E	Asphalt Pavement Texturing	SF	500	
LIGHTING ITEMS				
647-PP	Electrical Pullbox, Per Plans	EA	5	
637-C	Traffic Signal Conduit, Underground, Type 4, 2" (Inc. Pull String)	LF	875	
TRAFFIC SIGNAL ITEMS				
907-634-A	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	1	
907-634-C	Pole Foundations, Class "B" Concrete	CY	0.58	
635-A	Traffic Signal Head, Type 6	EA	2	
907-636-B	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	100	
907-636-D	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	16	
907-637-A	Pull Box Enclosure, Type 2	EA	2	
907-637-C	Traffic Signal Conduit, Underground, Type 4, 2"	LF	20	
907-637-D	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	78	
907-643-A	Video Vehicle Detection Sensor, Type 3	EA	1	
907-643-B	Video Vehicle Detection Cable	LF	180	
907-645-B	Accessible Pedestrian Detection Assembly	EA	4	
647-A	Removal of Existing Traffic Signal Equipment	LS	1	
Bridge Items				
907-242-PP	Pedestrian Bridge, 12' W by 110' L (Inc. Decking)	EA	1	
601-B	Class "B" Structural Concrete	CY	30	
602-A	Reinforcing Steel	LBS	4500	
803-A	Test Pile	LS	1	
803-B	Conventional Static Pile Load Test	EA	1	
803-D	HP 14X73 Steel Piling	LF	780	

FOOTNOTES

- ① INCLUDES FULL DEPTH SAW CUTTING
- ② INCLUDES STRUCTURAL EXCAVATION
- ③ NEW FENCE SHALL BE BUILT IN PLACE PRIOR TO REMOVAL OF EXISTING FENCE
- ④ REMOVAL OF SERVICE POLE SHALL INCLUDE: POLE, WIRE, AND ELECTRICAL BOX, THE CONTRACTOR SHALL ALSO COORDINATE WITH MS POWER
- ⑤ ESTIMATED QUANTITY, TO BE USED AFTER TOPSOIL MATERIAL FROM ROW IS EXHAUSTED
- ⑥ ESTIMATED QUANTITY
- ⑦ INCLUDES PERFORATIONS AND SOCK
- ⑧ INCLUDES CLASS "B" CONCRETE, MINOR STRUCTURES AND REINFORCING STEEL
- ⑨ NEW FENCE SHALL MATCH EXISTING FENCE. SHALL INCLUDE: CHAIN LINK FENCE, POST, AND FOOTINGS
- ⑩ INCLUDES CURB-CUT RAMPS AND CONCRETE SIDEWALK UNDER DETECTABLE WARNINGS.
- ⑪ INCLUDES TREX DECKING
- ⑫ INCLUDES SURVEYING FOR EARTHWORK COMPUTATIONS

FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



SUMMARY OF QUANTITIES

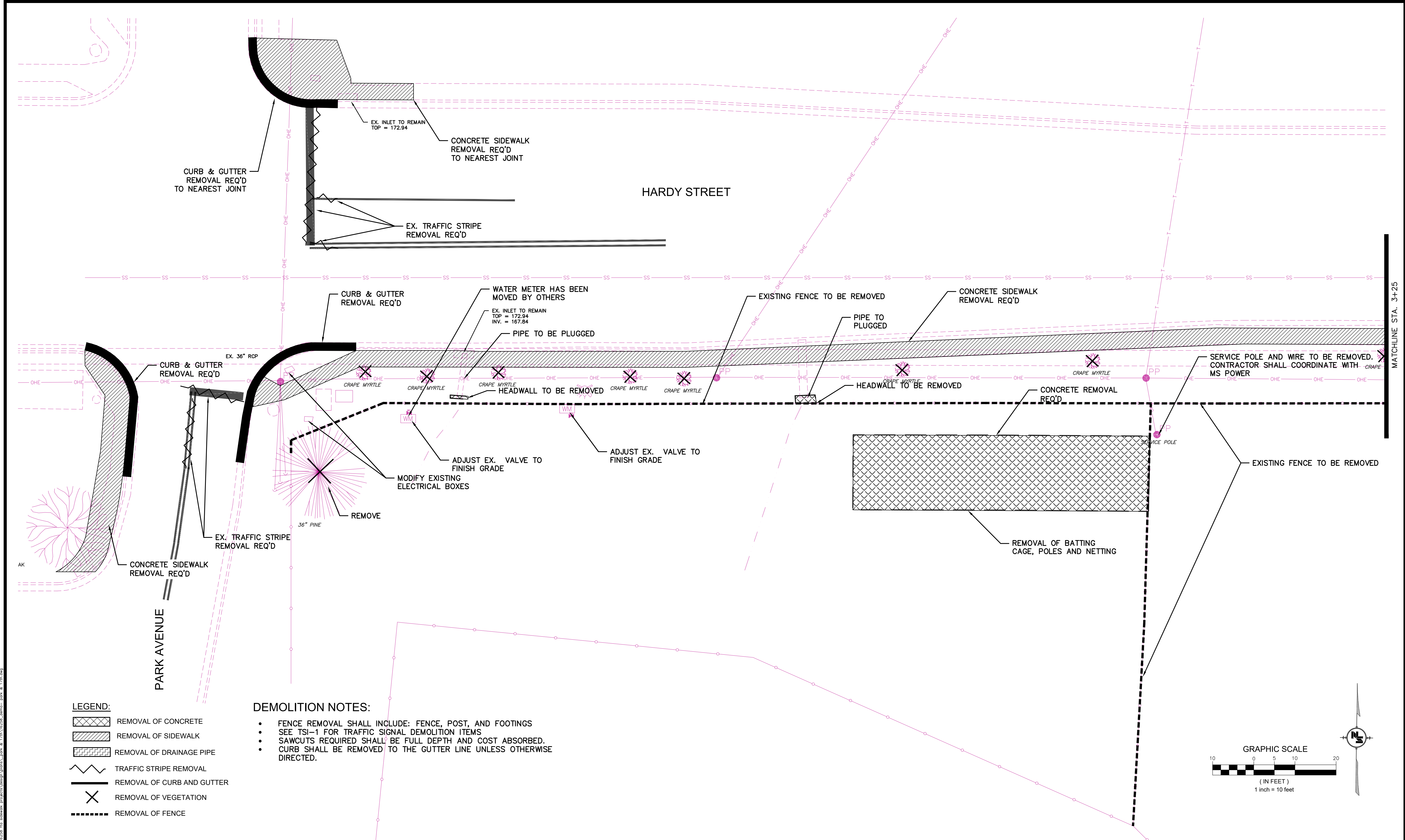
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NOTICE TO DRAWING HOLDER

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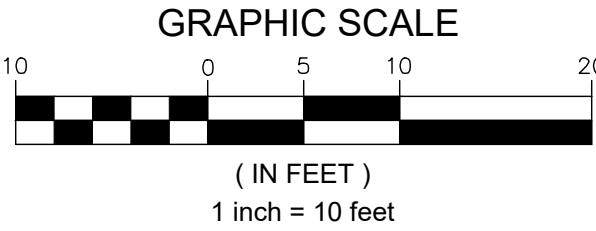


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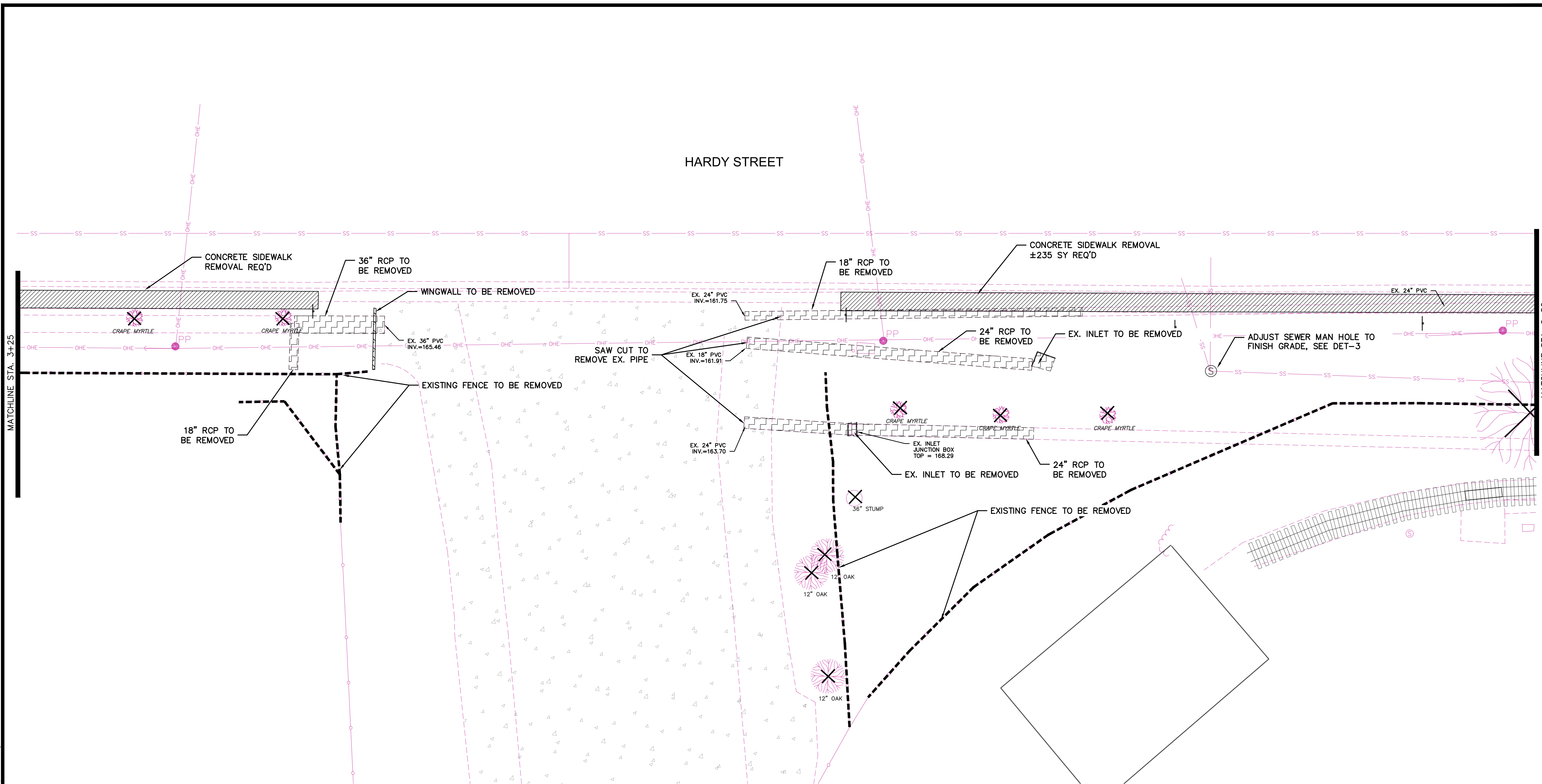
- REMOVAL OF CONCRETE
- REMOVAL OF SIDEWALK
- REMOVAL OF DRAINAGE PIPE
- TRAFFIC STRIPE REMOVAL
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF VEGETATION
- REMOVAL OF FENCE

DEMOLITION NOTES:

- FENCE REMOVAL SHALL INCLUDE: FENCE, POST, AND FOOTINGS
- SEE TSI-1 FOR TRAFFIC SIGNAL DEMOLITION ITEMS
- SAWCUTS REQUIRED SHALL BE FULL DEPTH AND COST ABSORBED.
- CURB SHALL BE REMOVED TO THE GUTTER LINE UNLESS OTHERWISE DIRECTED.



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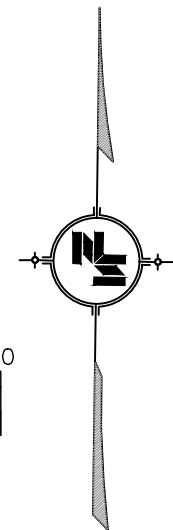
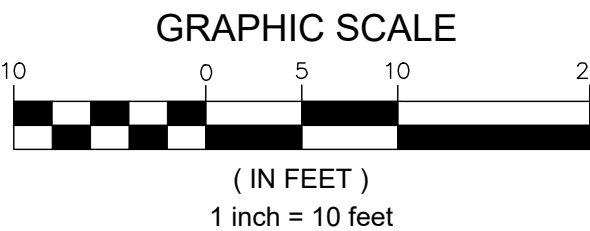


LEGEND:

- REMOVAL OF CONCRETE
- REMOVAL OF SIDEWALK
- REMOVAL OF DRAINAGE PIPE
- TRAFFIC STRIPE REMOVAL
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF VEGETATION
- REMOVAL OF FENCE

DEMOLITION NOTES:

- EX. FENCE EAST OF GORDON'S CREEK SHALL NOT BE REMOVED UNTIL PROPOSED FENCE HAS BEEN INSTALLED
- FENCE REMOVAL SHALL INCLUDE: FENCE, POST, AND FOOTINGS
- SAWCUTS REQUIRED SHALL BE FULL DEPTH AND COST ABSORBED.
- CURB SHALL BE REMOVED TO THE GUTTER LINE UNLESS OTHERWISE DIRECTED.
- REMOVAL OF WINGWALL, SHALL BE PAID AS REMOVAL OF CONCRETE



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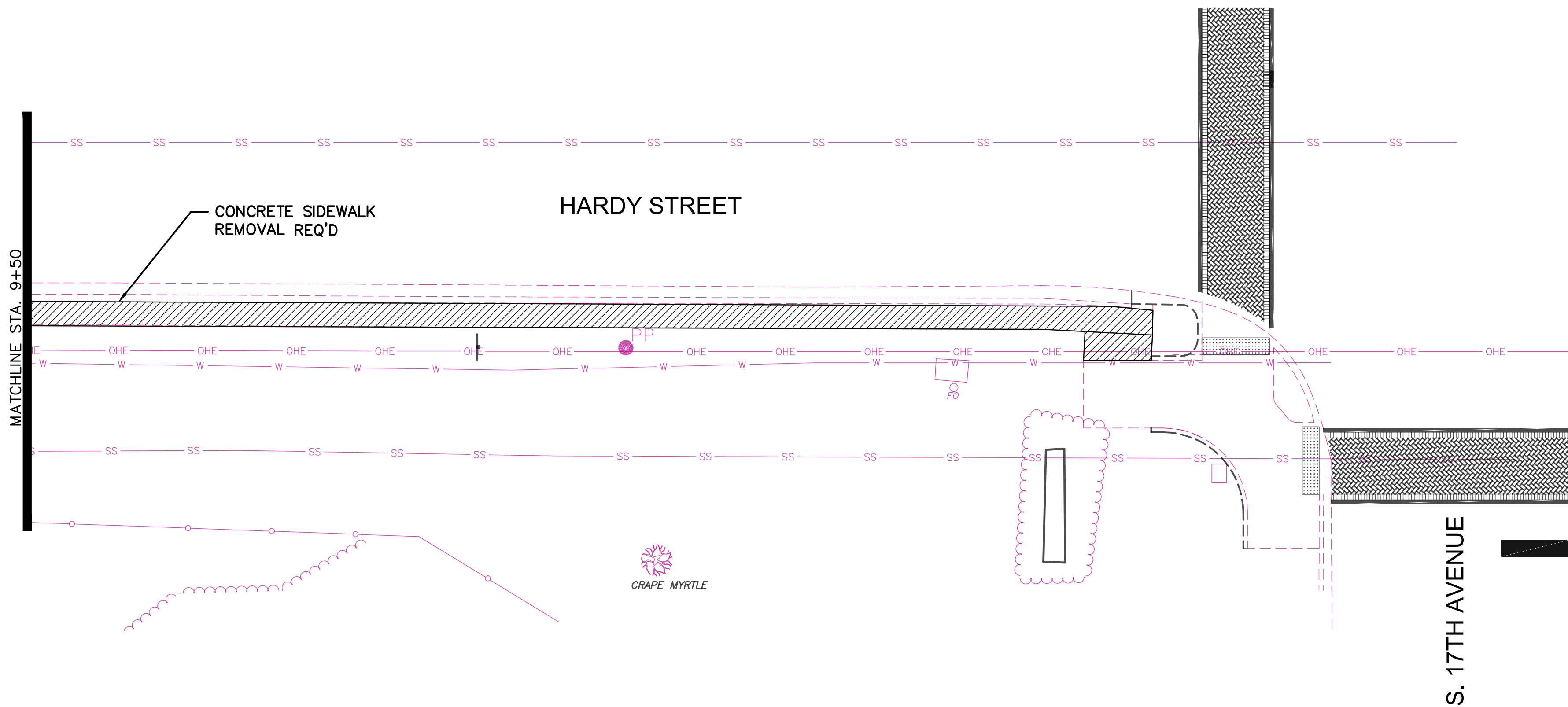
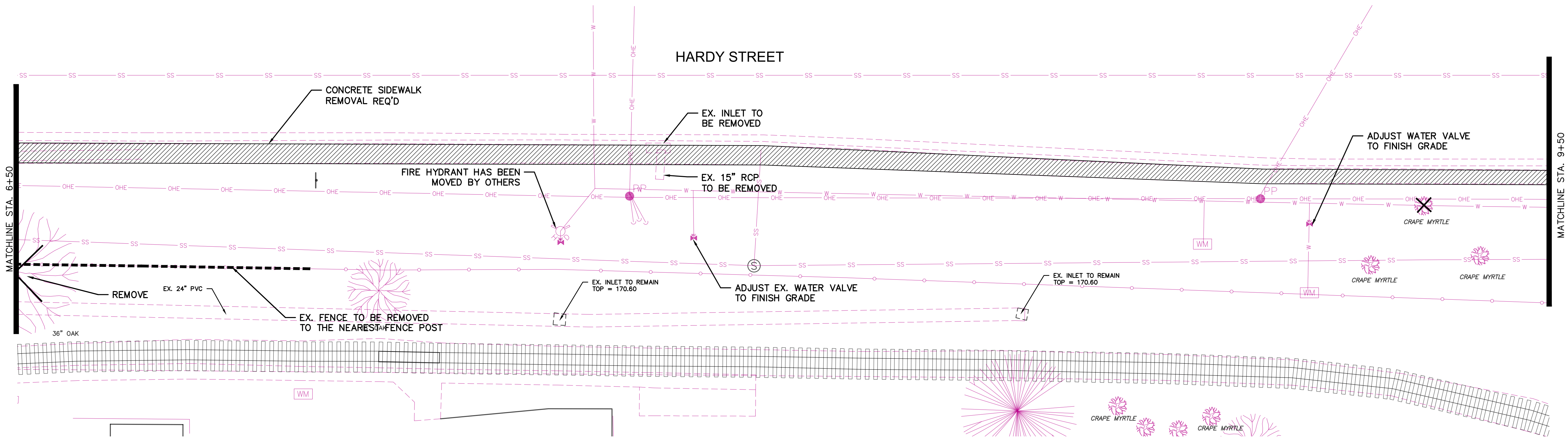
FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DEMOLITION PLAN
STA 3+25 TO STA. 6+50

WORKING NUMBER: DEMO-2	DRAWING NUMBER: 7
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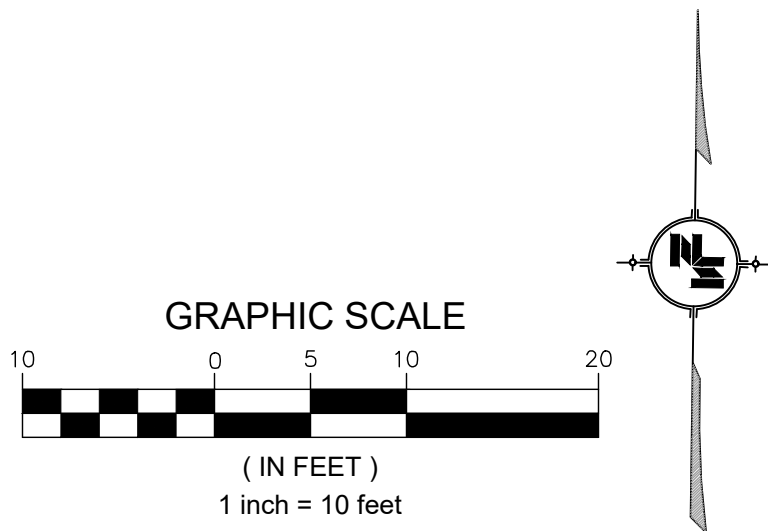


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- FENCE REMOVAL SHALL INCLUDE: FENCE, POST, AND FOOTINGS
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- CURB SHALL BE REMOVED TO THE GUTTER LINE UNLESS OTHERWISE DIRECTED.

LEGEND:

- REMOVAL OF CONCRETE
- REMOVAL OF SIDEWALK
- REMOVAL OF DRAINAGE PIPE
- TRAFFIC STRIPE REMOVAL
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF VEGETATION
- REMOVAL OF FENCE



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				DRWN: PAN	DATE: 05/2022
				CHKD:	DATE:
				QA/QC:	DATE:

FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

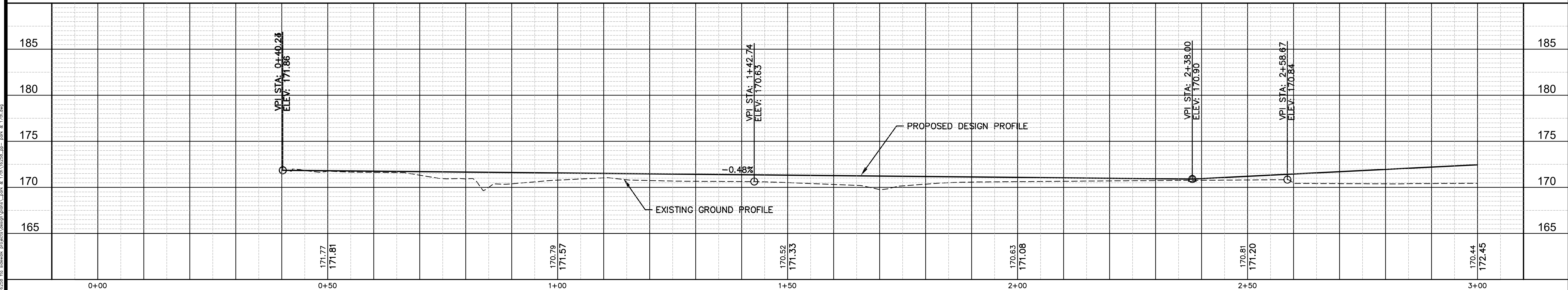
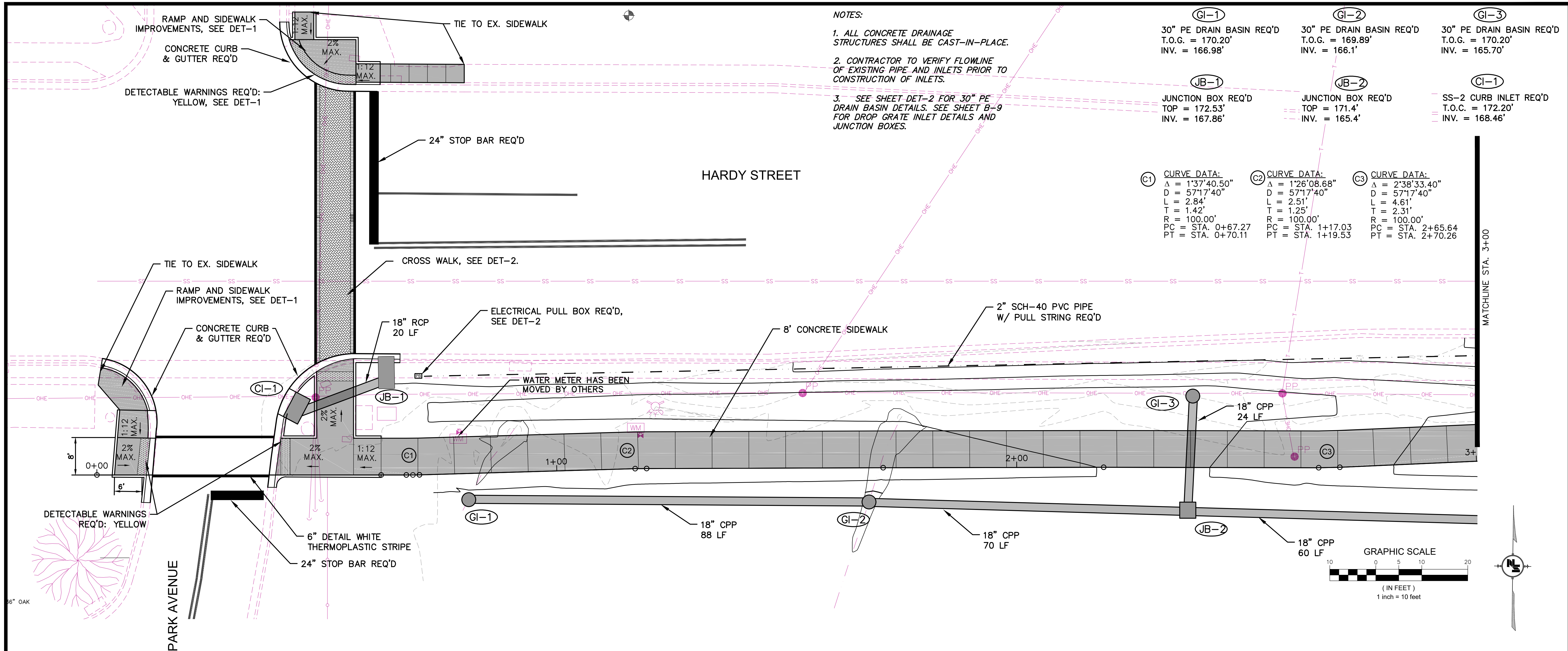
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DEMOLITION PLAN
STA. 6+50 TO E.O.P.

WORKING NUMBER:
DEMO-3

DRAWING NUMBER:
8



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REVISIONS		
NO.	DATE	BY

DRAWING INFORMATION

N-S PROJECT NO.: 16258

FILENAME: 16258_PP- Park & 17th.dwg

SCALE: 1" = 10'

SURVEYED BY: CLEARPOINT ENGINEERS

DSGN: GPC

DATE: 05/2022

DRWN: PAN

DATE: 05/2022

CHKD:

DATE:

QA/QC:

DATE:

FTA SIDEWALKS PROJECT

HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG

HATTIESBURG, MS

FORREST COUNTY

NEEL-SCHAFFER

Solutions you can build upon

PLAN AND PROFILE

B.O.P. TO STA. 3+00

WORKING NUMBER:

PP-1

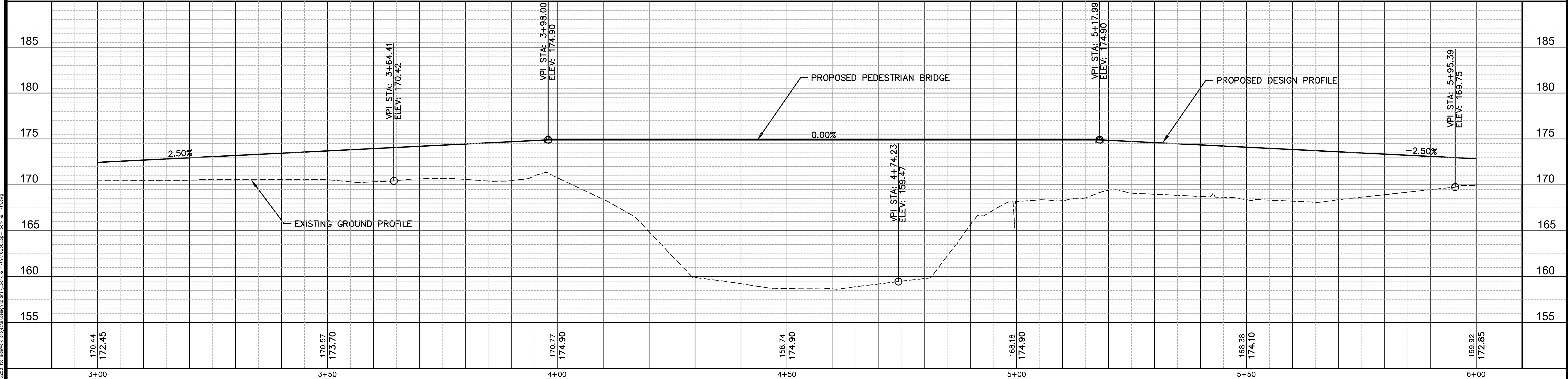
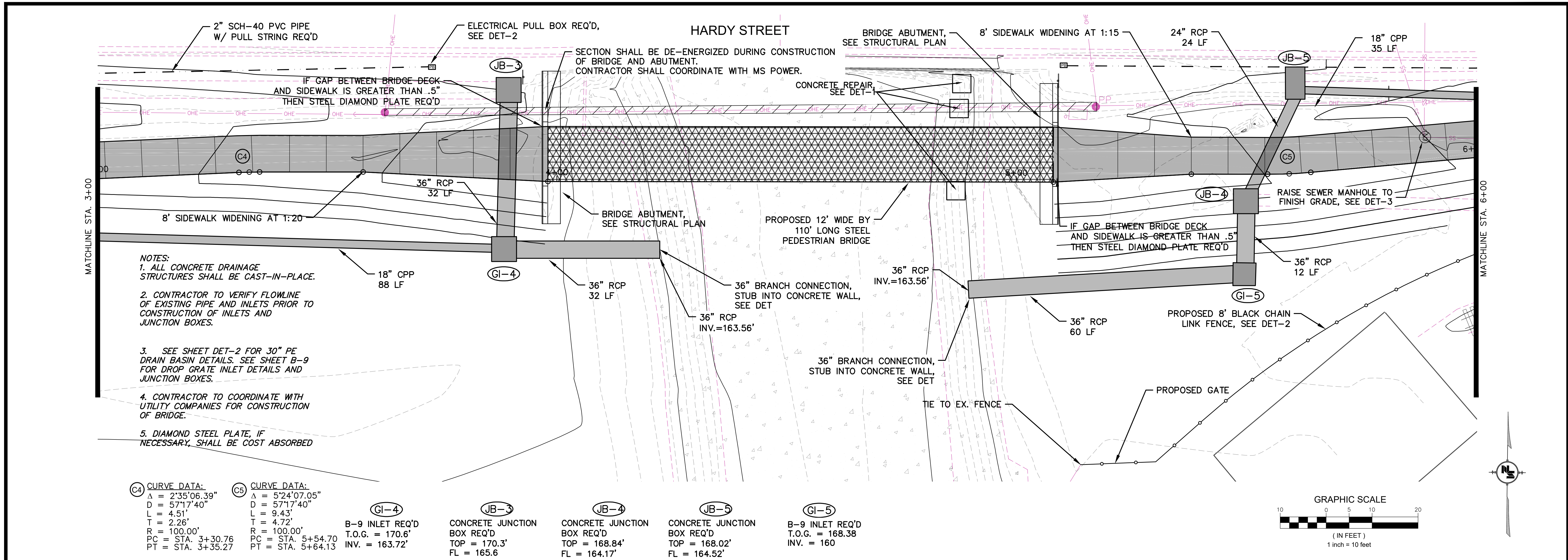
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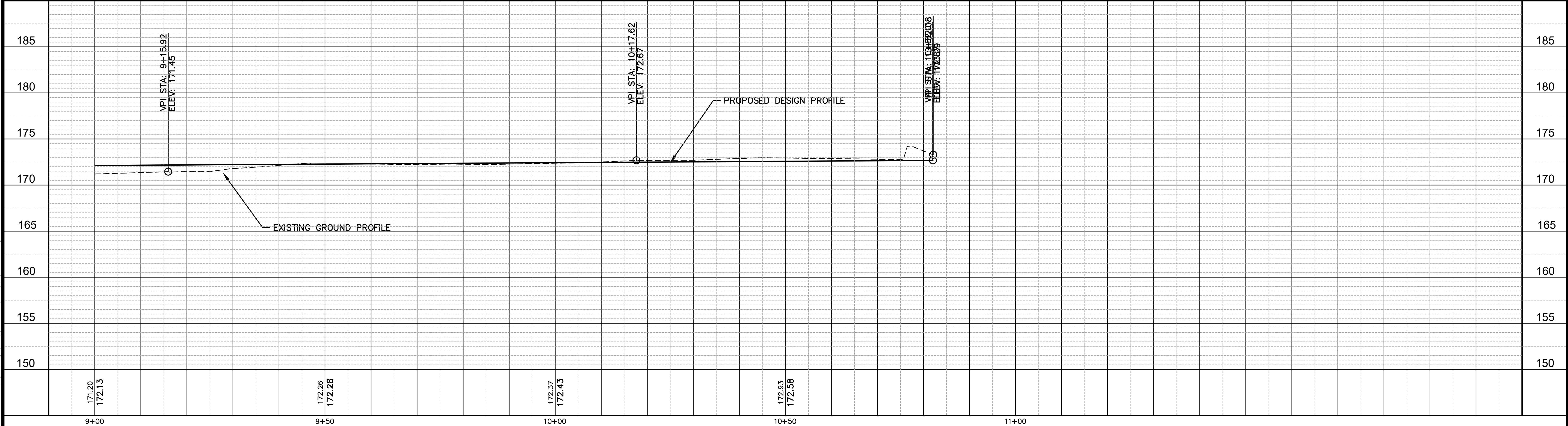
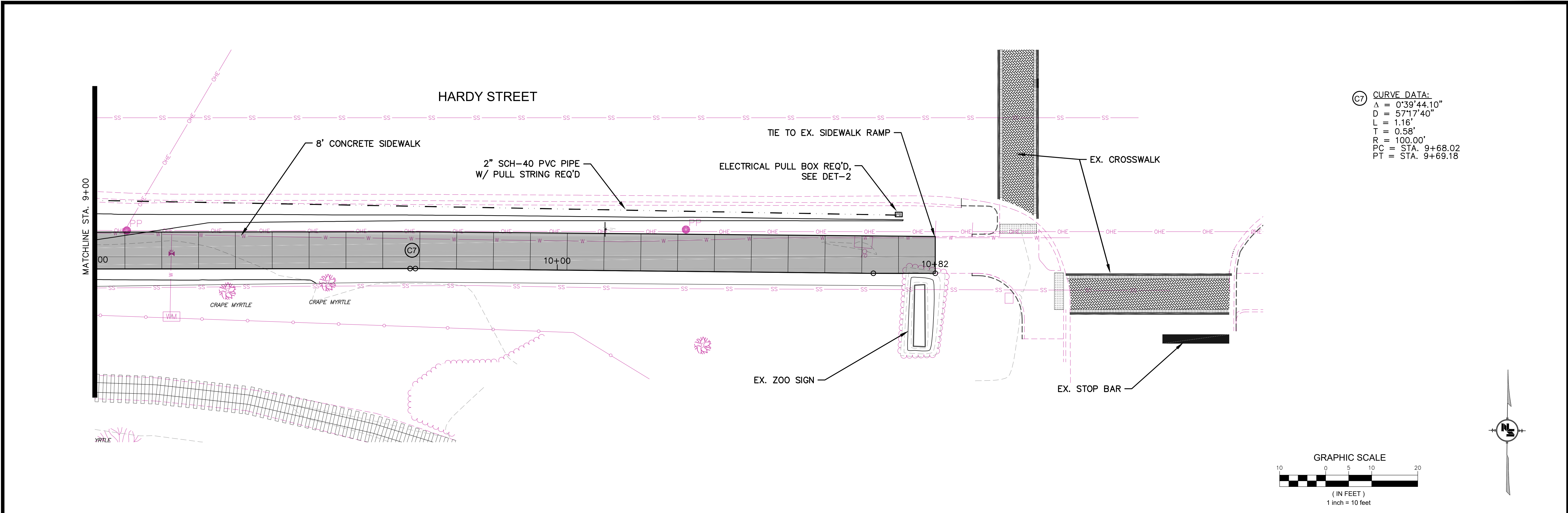
FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY





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NO.	DATE	BY	DESCRIPTION	

DRAWING INFORMATION

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QA/QC: DATE:

**FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK**

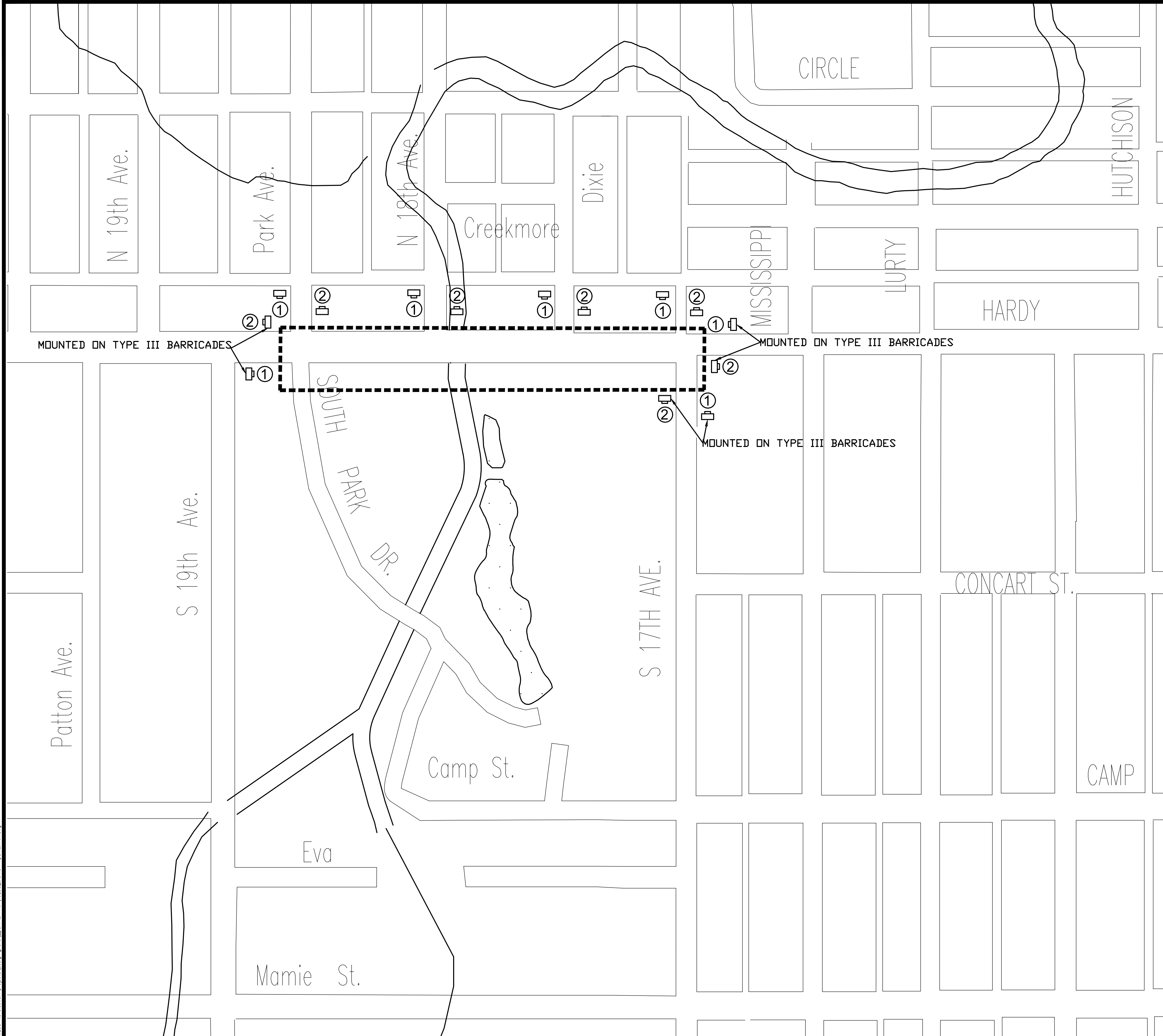
**CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY**

NEEL-SCHAFFER
Solutions you can build upon

**PLAN AND PROFILE
STA. 9+00 TO E.O.P.**

WORKING NUMBER:
PP-4

DRAWING NUMBER:
13



LEGEND

- ①

ROAD
WORK
AHEAD

W20-1
36x36

MOUNTED ON U-SECTION POST
- ②

END
ROAD WORK

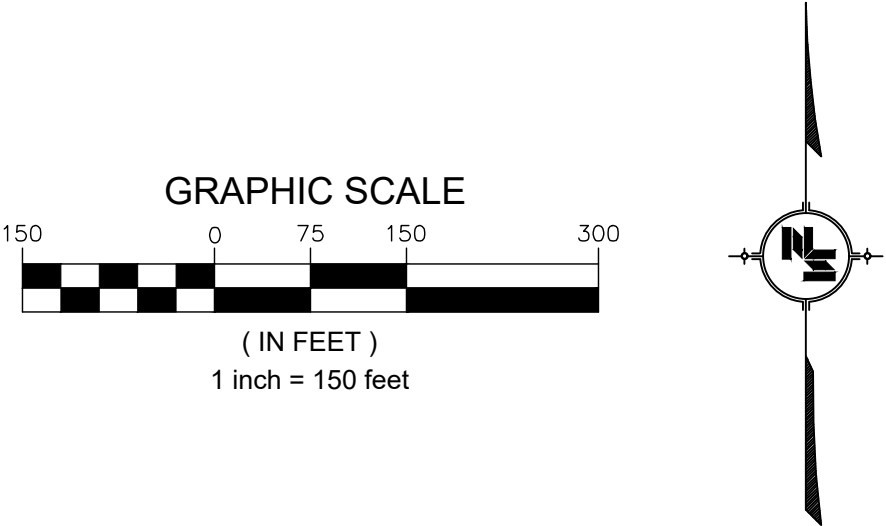
G20-2a
36x18

MOUNTED ON U-SECTION POST
- ⏏

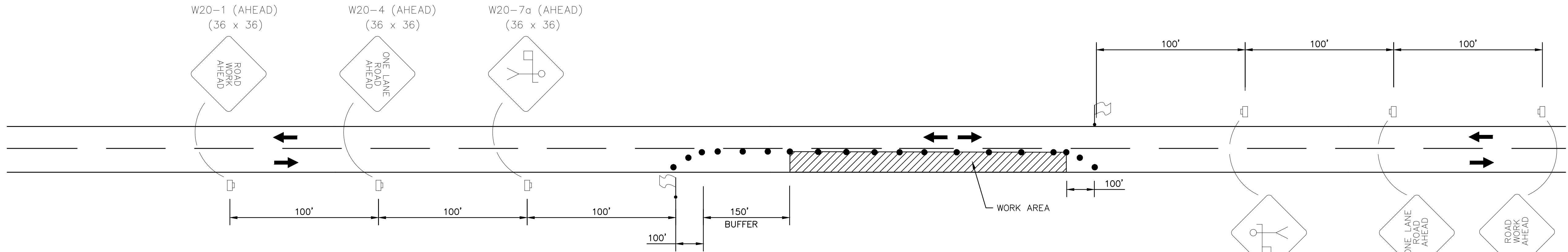
WORK ZONE SIGN

NOTES:

1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
4. FLUORESCENT ORANGE SHEETING SHALL BE BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
6. SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

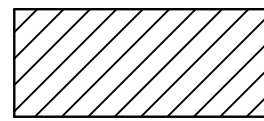


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REVISIONS				DRAWING INFORMATION																																																																																											
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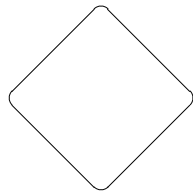


ONE-LANE CLOSURE OF TWO-WAY TRAFFIC
(WITH FLAGGER)
NOT TO SCALE

SYMBOLS



WORK AREA



TRAFFIC CONTROL SIGN



WORK ZONE SIGN



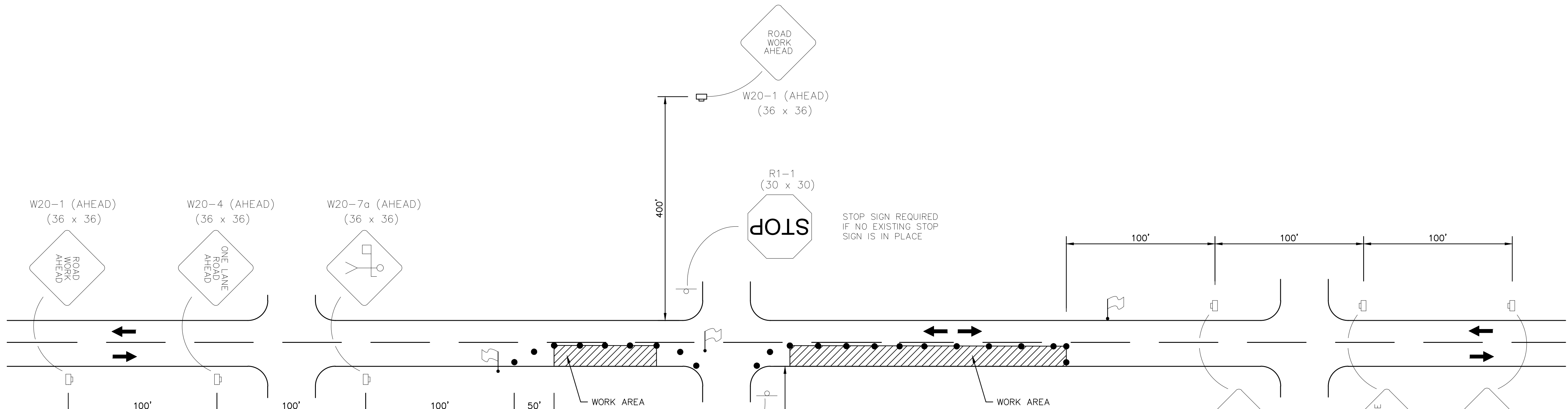
STOP SIGN



TRAFFIC CONE OR REFLECTIVE
PLASTIC DRUM



LOCATION OF FLAGGER



ONE-LANE CLOSURE OF TWO-WAY
TRAFFIC AT INTERSECTION
(WITH FLAGGER)
NOT TO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
2. WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
3. ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
4. FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
6. CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
8. SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
9. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
10. WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
12. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
13. DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

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FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC CONTROL DETAILS - ONE
LANE CLOSURE (2 LANE ROAD)

WORKING NUMBER:

TCP-2

DRAWING NUMBER:

15



ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES).

CURB RAMP DETECTABLE WARNING DETAIL

NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE

- NOTES:
1. LOCATION AND TYPE OF CURB RAMP SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED.
 2. THE CURB RAMP SHALL BE PAID AS SIDEWALK.
 3. ALL RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1
 4. DETECTABLE WARNINGS ARE REQ'D AT ALL STREET CROSSINGS.
 5. TRUNCATED DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINATE DIRECTION OF TRAVEL ON THE RAMP TO ALLOW WHEELS TO ROLL BETWEEN DOMES.



NOT TO SCALE



1. 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED W/ 1/2 " TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN THE TABLE ABOVE.
2. HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS AS SHOWN ABOVE
3. ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.
4. EXCAVATED MATERIALS AND BORROW MATERIAL SHALL BE INCLUDED IN THE COST OF THE SIDEWALK.

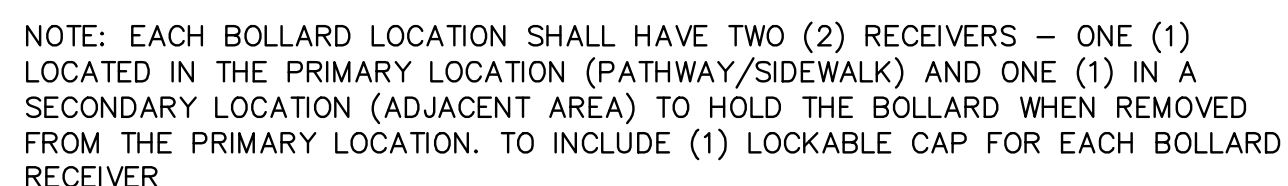
TYPICAL SIDEWALK DETAIL

NOT TO SCALE

	JOINT SPACING	
SIDEWALK WIDTH	CONTROL JOINT	EXPANSION JOINT
8	8	40



NOT TO SCALE



LOCATION OF BOLLARD AND SECONDARY RECEIVER TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

REMOVABLE BOLLARD DETAIL

NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE

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				DSGN: GPC	DATE: 05/2022
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FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



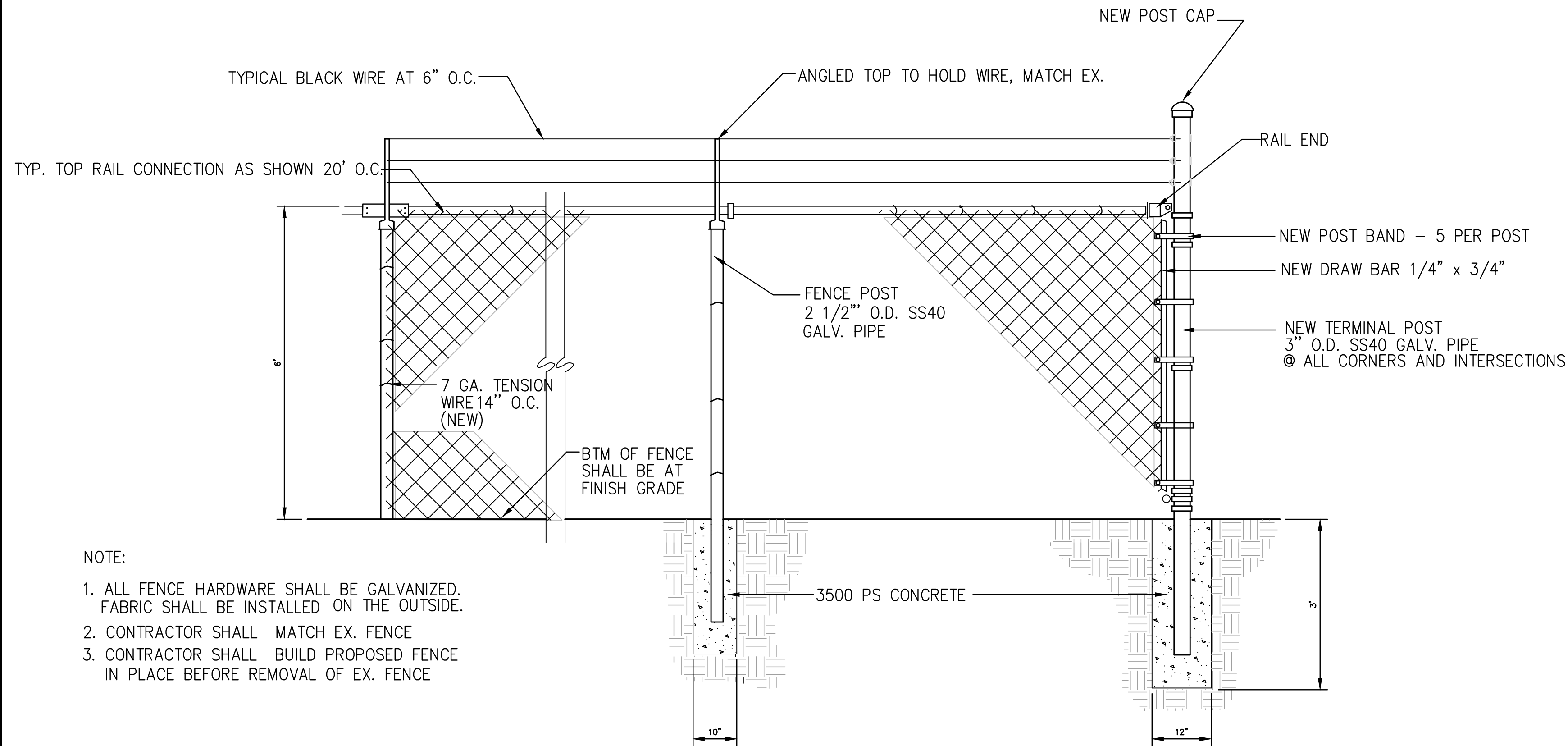
DETAILS

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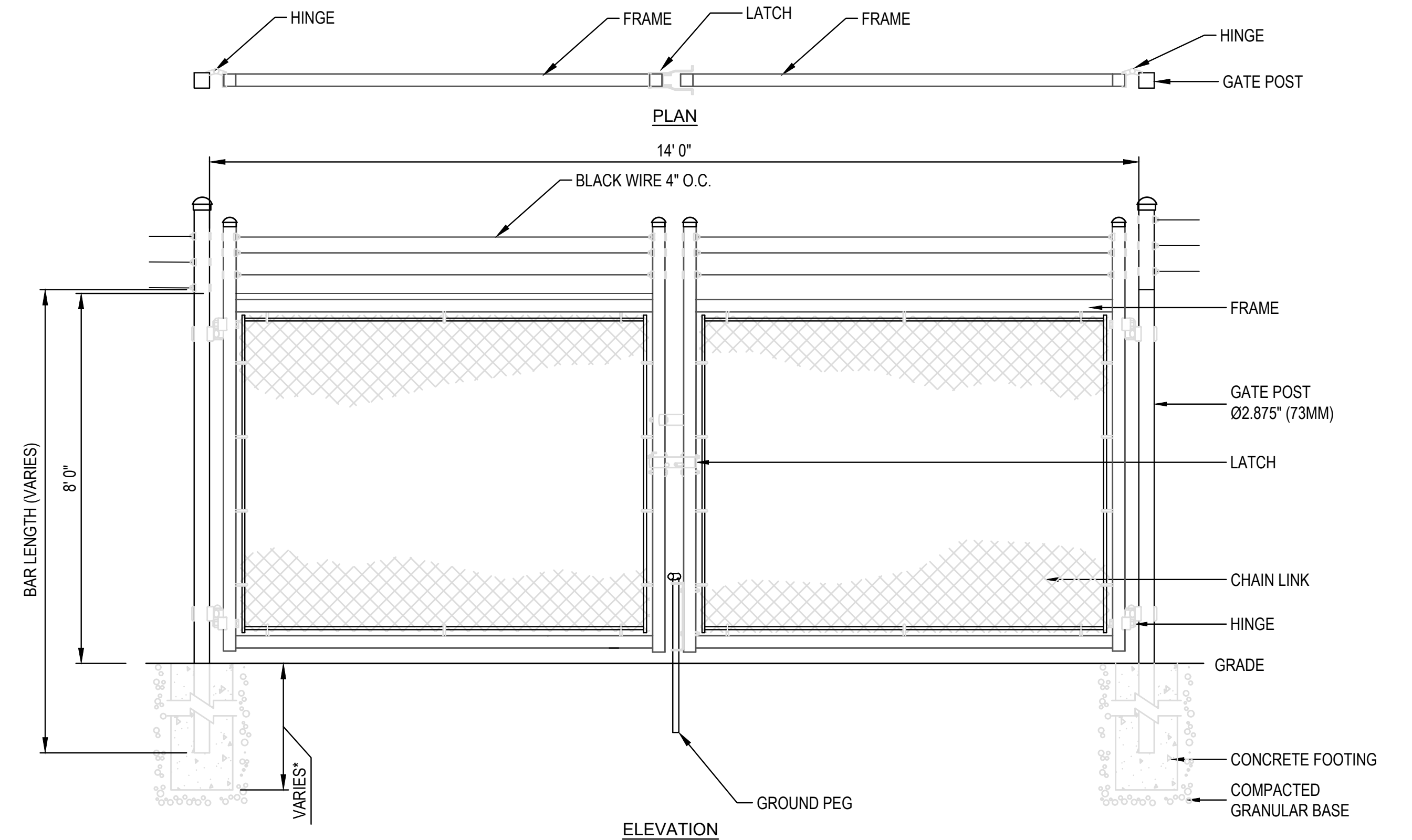
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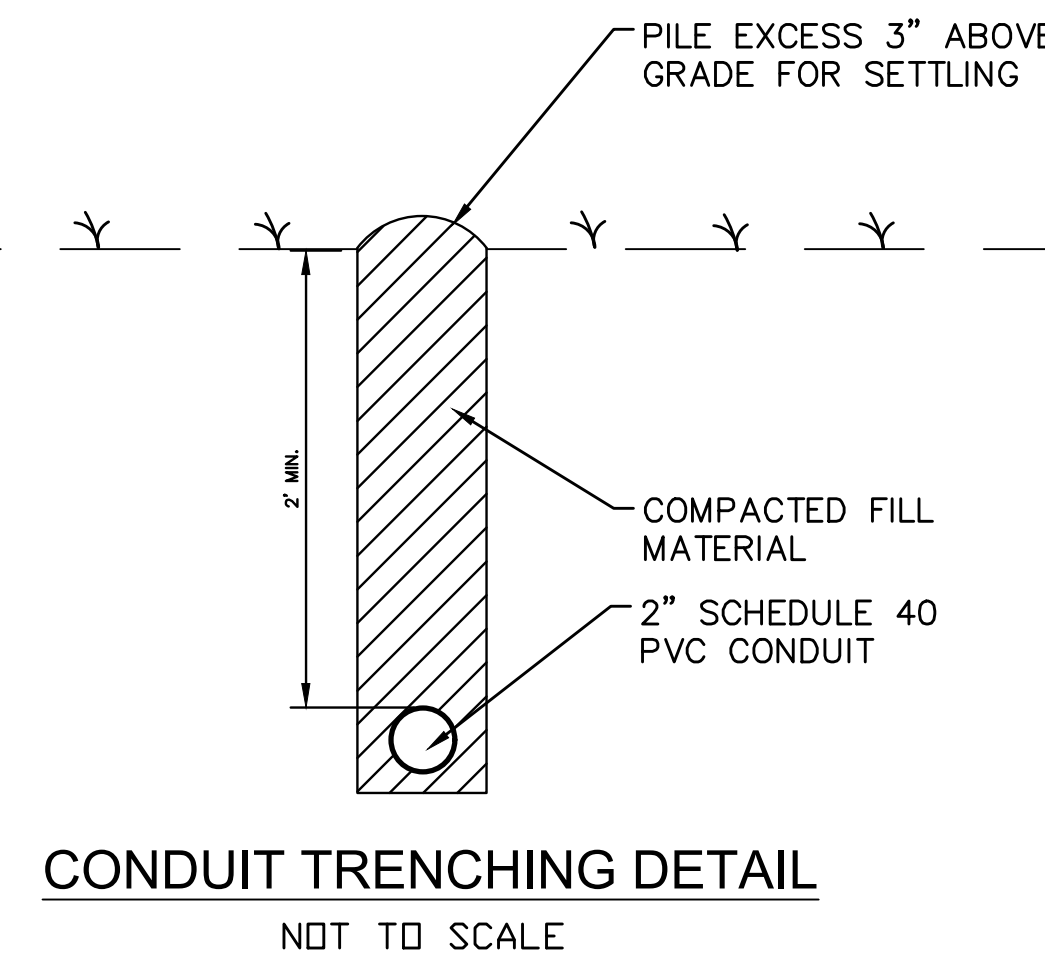
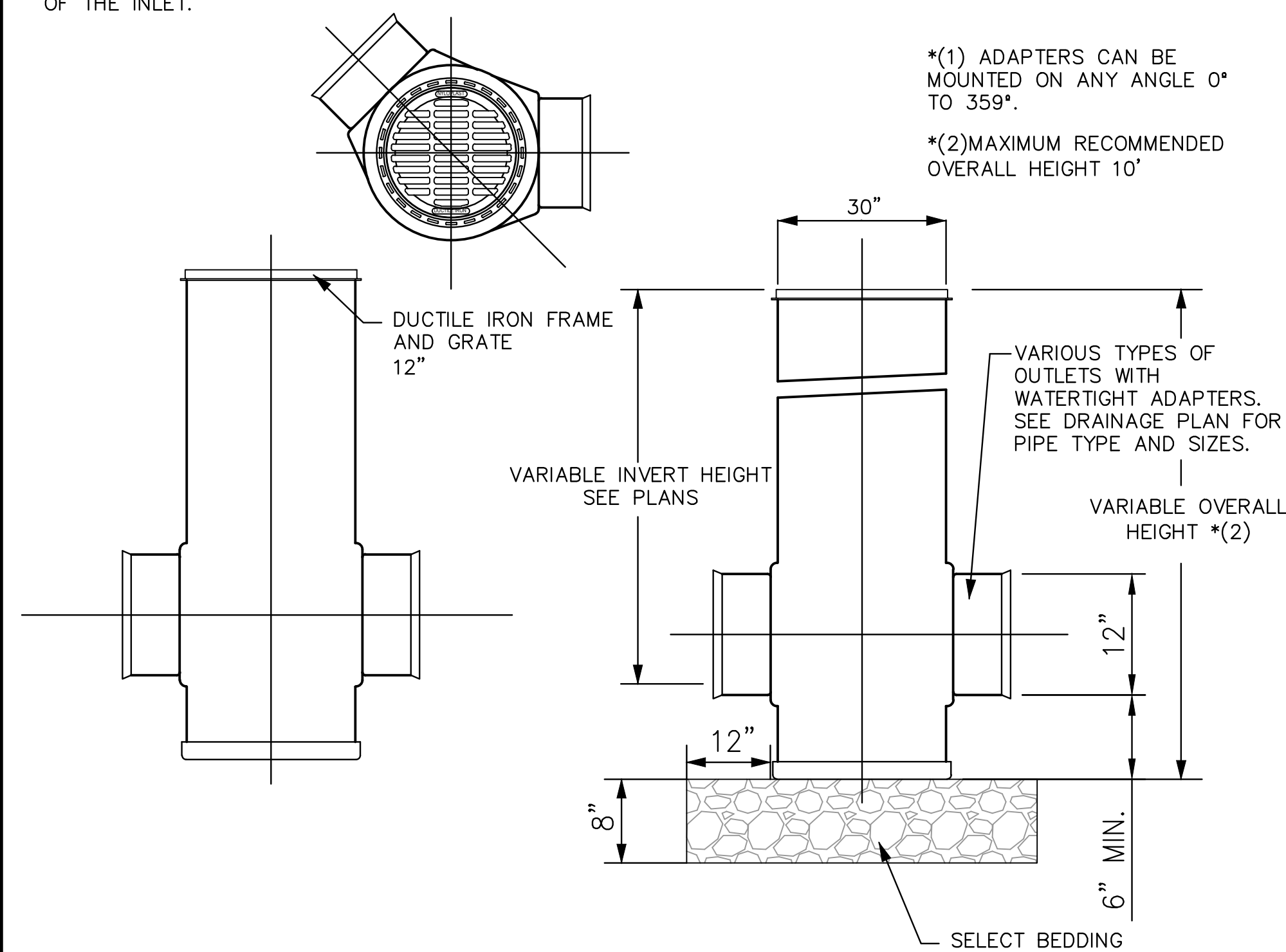
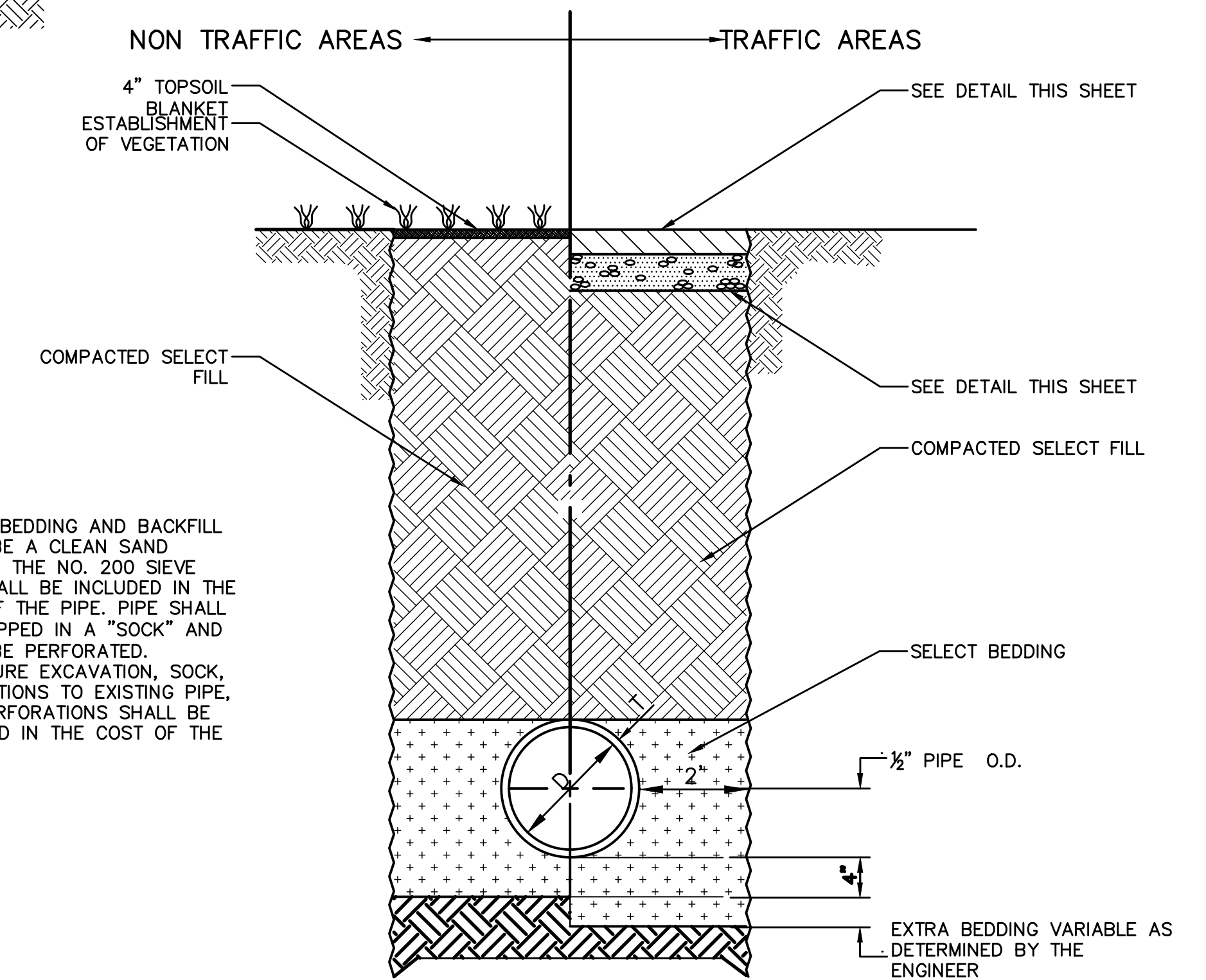
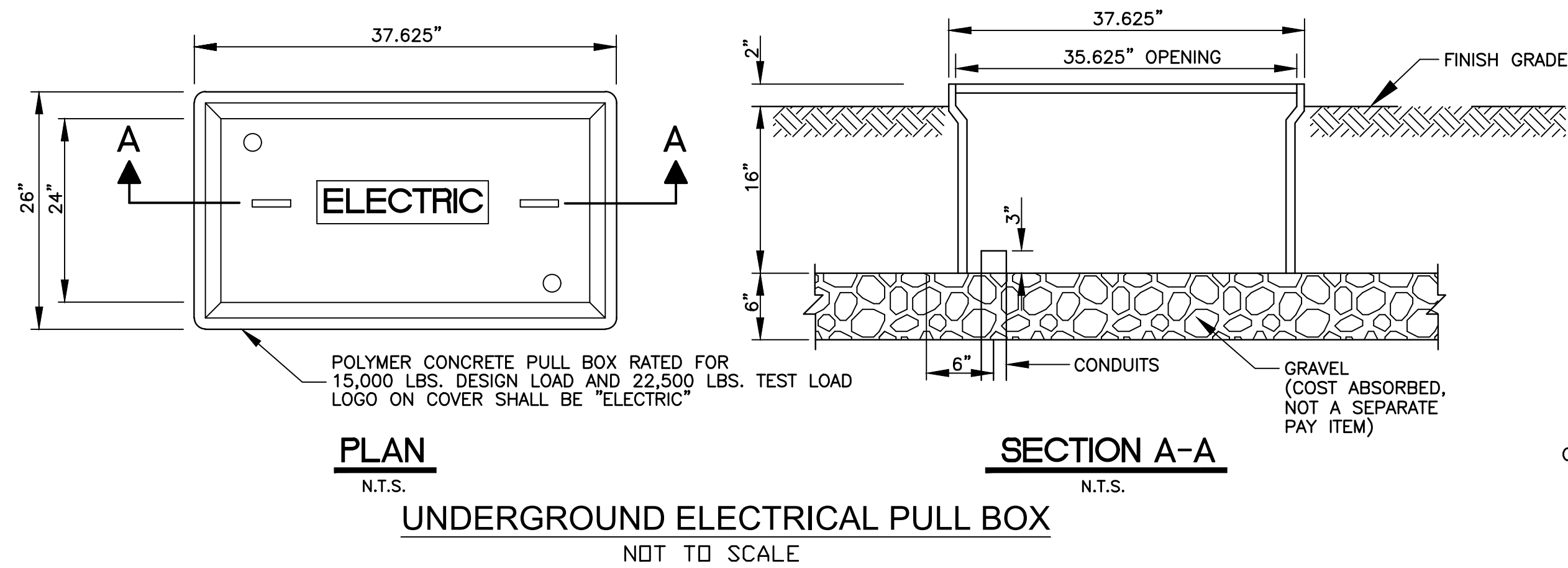
16



- NOTE:
1. ALL FENCE HARDWARE SHALL BE GALVANIZED. FABRIC SHALL BE INSTALLED ON THE OUTSIDE.
 2. CONTRACTOR SHALL MATCH EX. FENCE
 3. CONTRACTOR SHALL BUILD PROPOSED FENCE IN PLACE BEFORE REMOVAL OF EX. FENCE



- NOTES:
1. SELECT BEDDING SHALL BE #610 CRUSHED STONE.
 2. STRUCTURE EXCAVATION, SELECT BACKFILL, AND SELECT BEDDING SHALL BE INCLUDED IN THE COST OF THE INLET.



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FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

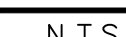
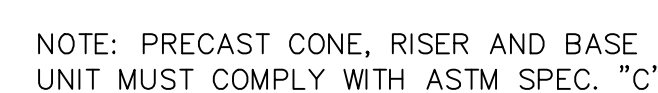
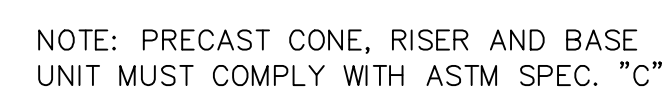
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DETAILS

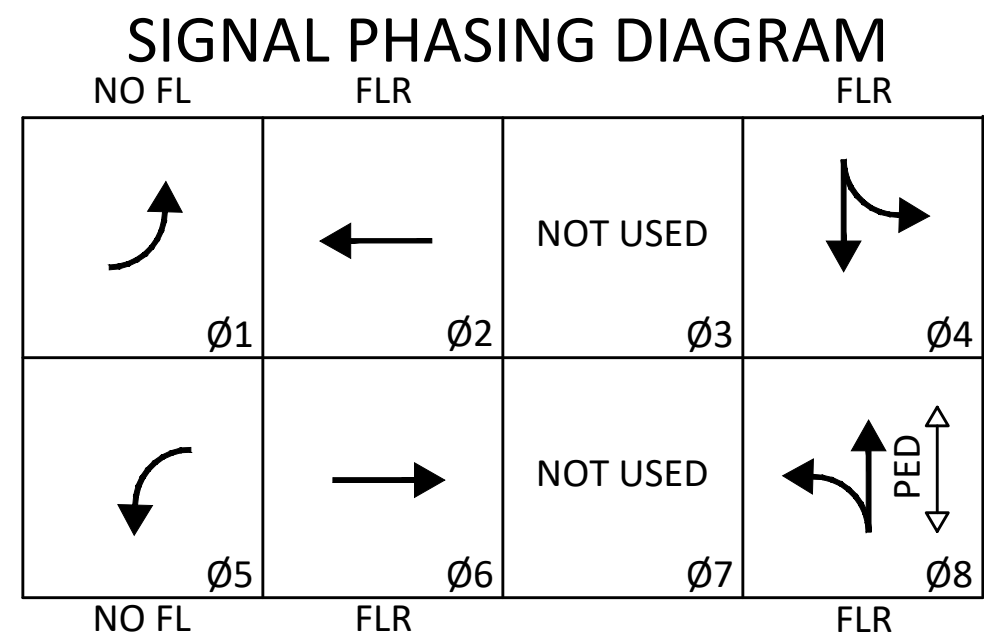
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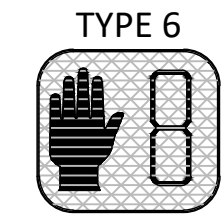


NOTE:
VULCAN V-1115 OR EQUAL RIM AND
COVER WITH LETTERING "SEWER" TO
BE CAST ON LID

DRAWING NUMBER:
18

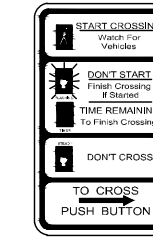


SIGNAL HEADS

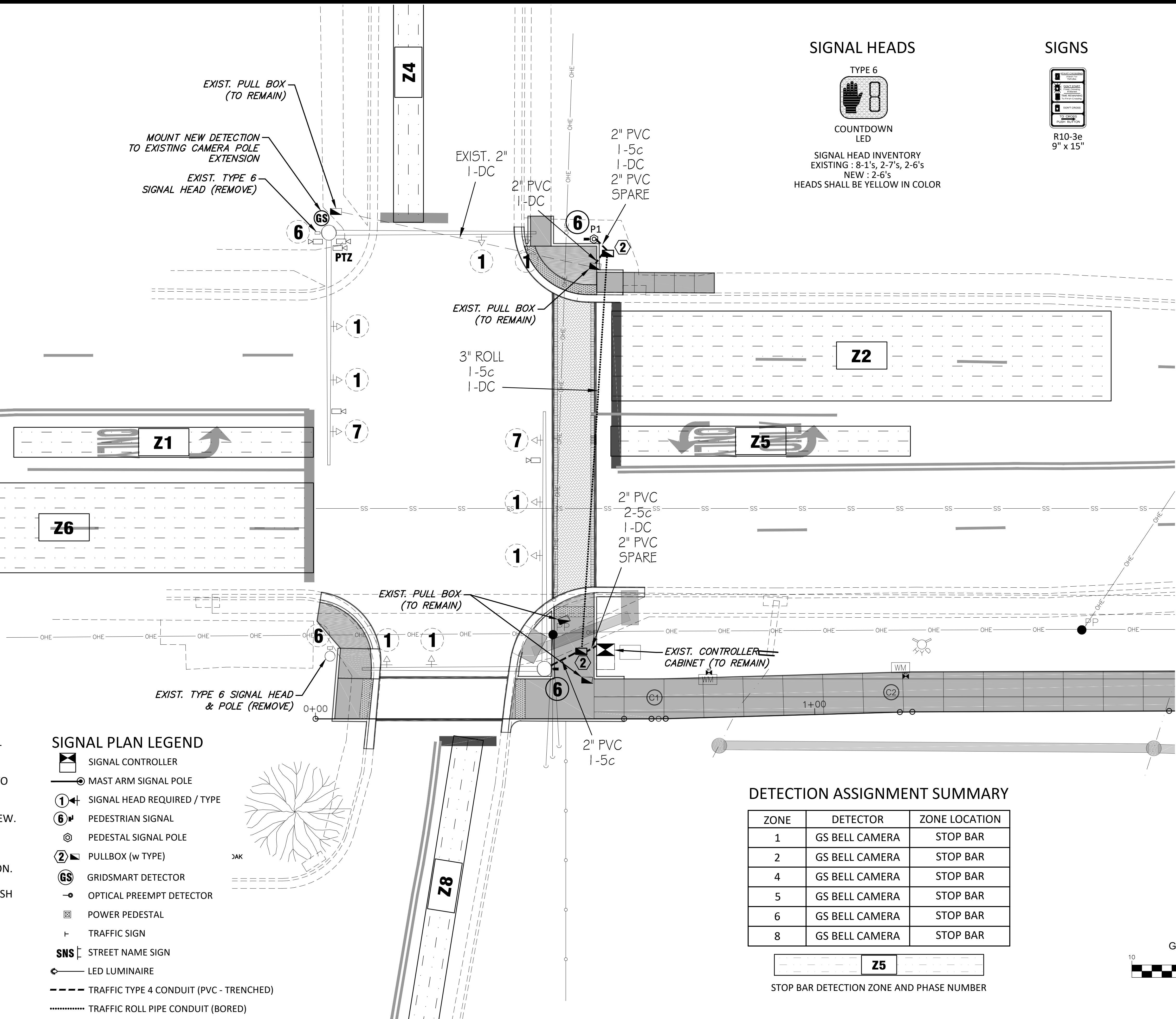


COUNTDOWN LED
SIGNAL HEAD INVENTORY
EXISTING : 8-1's, 2-7's, 2-6's
NEW : 2-6's
HEADS SHALL BE YELLOW IN COLOR

SIGNS



R10-3e
9" x 15"



INTERSECTION NOTES:

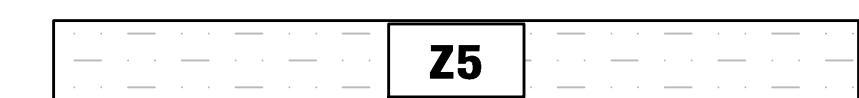
- EXISTING CONTROLLER CABINET, POLES AND ROADWAY SIGNAL HEADS (1's & 7's) SHALL REMAIN. EXISTING PEDESTRIAN SIGNAL HEADS (6's) SHALL BE REMOVED. EXISTING TYPE 6 POLE SHALL BE REMOVED. FOUNDATION FOR TYPE 6 POLE SHALL BE REMOVED TO 12" BELOW EXISTING GROUND.
- ALL EQUIPMENT SHOWN TO BE INSTALLED ON THIS SHEET IS NEW. REMOVAL REQUIRED AS NOTED.
- DETECTION SHALL BE GRIDSART SINGLE BELL CAMERA WITH STOPBAR VIDEO DETECTION. MOUNT TO CAMERA POLE EXTENSION.
- NEW PEDESTRIAN SIGNALS AND PUSH BUTTONS REQUIRED. PUSH BUTTONS SHALL BE THE LATEST APS BLUETOOTH MODELS. APS VOICE MESSAGE TO SAY: "HARDY STREET. WALK SIGN IS ON TO CROSS HARDY STREET".
- ALL CABINET MODIFICATIONS SHALL BE COST ABSORBED.

SIGNAL PLAN LEGEND

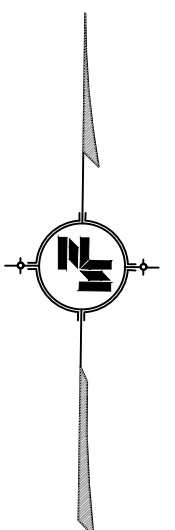
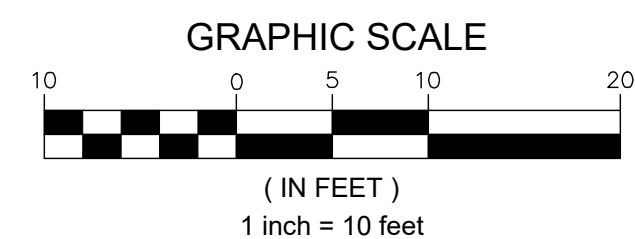
- SIGNAL CONTROLLER
- MAST ARM SIGNAL POLE
- SIGNAL HEAD REQUIRED / TYPE
- PEDESTRIAN SIGNAL
- PEDESTAL SIGNAL POLE
- PULLBOX (w TYPE)
- GRIDSART DETECTOR
- OPTICAL PREEMPT DETECTOR
- POWER PEDESTAL
- TRAFFIC SIGN
- STREET NAME SIGN
- LED LUMINAIRE
- TRAFFIC TYPE 4 CONDUIT (PVC - TRENCHED)
- TRAFFIC ROLL PIPE CONDUIT (BORED)

DETECTION ASSIGNMENT SUMMARY

ZONE	DETECTOR	ZONE LOCATION
1	GS BELL CAMERA	STOP BAR
2	GS BELL CAMERA	STOP BAR
4	GS BELL CAMERA	STOP BAR
5	GS BELL CAMERA	STOP BAR
6	GS BELL CAMERA	STOP BAR
8	GS BELL CAMERA	STOP BAR



STOP BAR DETECTION ZONE AND PHASE NUMBER



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION		
				N-S PROJECT NO.: 16258	
				FILENAME: 16258_TSI_Park&17th.dwg	
				SCALE: 1" = 10'	
				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: MWE	DATE: 03/2022
				DRWN: PAN	DATE: 03/2022
				CHKD:	DATE:
				QA/QC:	DATE:

FTA SIDEWALKS PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC SIGNAL INSTALLATION
HARDY ST. / PARK AVE.

WORKING NUMBER:	DRAWING NUMBER:
TSI-1	19

TRAFFIC SIGNAL GENERAL NOTES

1. POLES, SIGNAL HEADS, EQUIPMENT BOXES, PULLBOXES AND CONDUIT LOCATIONS MAY BE VARIED SLIGHTLY TO FIT FIELD CONDITIONS AS DIRECTED BY THE PROJECT ENGINEER. HOWEVER, SIGNAL HEAD OR POLE LOCATIONS SHALL BE WITHIN REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND HIGHWAY DESIGN AND OPERATIONAL PRACTICES RELATED TO HIGHWAY SAFETY.
2. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2013 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II, USE 50 YEAR DESIGN SERVICE LIFE AND DO NOT CONSIDER GALLOPING OR TRUCK-INDUCED GUSTS. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2013 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS UNLESS OTHERWISE NOTED ON PLANS. SEE TSD 3.
3. DETERMINATION OF REQUIRED SIZES, LENGTHS AND GAUGES OF TYPE I - XI STEEL POLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SECTION 722.02 OF THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN PLANS OR SPECIFICATIONS.
4. TRAFFIC SIGNAL MAST ARM POLES SHALL BE HOT DIPPED GALVANIZED WITH FINISH APPROVED BY THE PROJECT ENGINEER.
5. TRAFFIC SIGNAL MAST ARM POLES REQUIRING LUMINAIRES ARE DESIGNATED BY (L). ALL LUMINAIRES SHALL BE LED UNLESS OTHERWISE NOTED ON PLANS.
6. STAINLESS STEEL TAG ATTACHED TO THE POLE SHAFT USING 3/16 INCH STAINLESS STEEL POP RIVETS WITH PROPERTIES AND INFORMATION AS FOLLOWS:
- MINIMUM 1/16 INCH THICKNESS
- MINIMUM 1/4 INCH STAMPED LEGEND WITH FOLLOWING INFORMATION:
-- MANUFACTURER NAME
-- MONTH / YEAR OF MANUFACTURE
-- UNIQUE IDENTIFYING NUMBER FOR FUTURE MANUFACTURER REFERENCE
-- EXTERNAL PROJECT NUMBER FROM THE PLANS COVER SHEET (EXAMPLE: STP-XXXX-XX...)
TAG TO BE INSTALLED ON SHAFT SIDE OPPOSITE THE MAINLINE HIGHWAY AND LOCATED APPROXIMATELY 48 INCHES ABOVE THE TOP OF BASE PLATE.
7. THE TOP OF THE STRAIN POLE FOUNDATION SHALL BE 6" ABOVE THE GROUND. THE CONTRACTOR SHALL PROVIDE POLES OF SUFFICIENT LENGTH PLUS 2 FEET TO PROVIDE REQUIRED VERTICAL CLEARANCE OF THE TRAFFIC SIGNAL HEADS WITHOUT EXTENDING THE FOUNDATION ABOVE THE GROUND LINE OF THE POINT WHERE THE POLE IS LOCATED, EVEN THOUGH THIS MAY BE BELOW THE FINISHED GRADE OF THE ROADWAY.
8. ALL STRAIN POLES AT AN INTERSECTION SHALL BE THE SAME DIAMETER AND UTILIZE THE SAME BOLT CIRCLE SPACING.
9. POLE FOUNDATIONS AND BASE MOUNTED CABINET FOUNDATIONS, GRADE SHALL BE ESTABLISHED TO ±3" OF EDGE OF PAVEMENT ELEVATION UNLESS APPROVED BY SIGNAL PROJECT ENGINEER.
10. TRAFFIC SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS WITH BLACK BACK PLATES
11. PEDESTRIAN HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
12. PEDESTRIAN PUSHBUTTONS SHALL BE EITHER STANDARD PUSHBUTTONS OR APS (ACCESSIBLE PEDESTRIAN SYSTEM) STYLE AS NOTED ON PLANS. SIGNS TO BE INCLUDED IN PAY ITEM FOR PEDESTRIAN PUSHBUTTONS AT NO ADDITIONAL COST. SIDE OF POLE LOCATIONS OF PUSHBUTTONS MAY BE FIELD ADJUSTED. PUSHBUTTON HARDWARE SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
13. FIELD DRILL AND TAP EXISTING POLES WHERE PEDESTRIAN SIGNALS AND PUSHBUTTONS ARE REQUIRED ON PLANS. (ABSORBED ITEM).

14. TRAFFIC SIGNAL CABINETS AND CONTROLLERS SHALL BE WIRED TO PROVIDE FOR ALL PHASES INCLUDING FUTURE PHASES IN ACCORDANCE WITH THE PHASE SEQUENCE DIAGRAM.
15. ALL TRAFFIC SIGNAL CONTROLLERS SHALL BE ETHERNET READY, AND COMPATIBLE WITH MDOT'S EXISTING TRAFFIC SIGNAL MANAGEMENT SOFTWARE. ALL TRAFFIC SIGNAL CONTROLLER FIRMWARE SHALL BE CAPABLE OF DELAYING THE ONSET OF THE FLASHING YELLOW ARROW. ALL MMU'S SHALL BE ETHERNET READY, 16 CHANNEL, AND CAPABLE OF RUNNING 12 DIFFERENT MODES OF FLASHING YELLOW ARROW OPERATION. THE CONTRACTOR SHALL COORDINATE WITH MDOT FOR IP ADDRESSES ON ALL NETWORKABLE DEVICES. DEVICES INCLUDE BUT NOT LIMITED TO: CONTROLLER, MMU WITH SDLC CABLE (CONFLICT MONITOR), AND DETECTION UNITS. TRAFFIC SIGNAL CONTROLLER CABINET SHALL HAVE A 16 LOAD BAY FACILITY, REAR ACCESS DOOR, LAPTOP TRAY, AND DUAL POSITION INTERNAL LED LIGHTING. ALL TRAFFIC SIGNAL CONTROLLER CABINETS SHALL HAVE A 5 POSITION CARD RACK AND ONE 175 WATT MINIMUM POWER SUPPLY AND 4 AVAILABLE SLOTS UNLESS OTHERWISE NOTED ON PLANS. SEE 907-632.02.6.1.
16. FOR PROTECTED/PERMITTED LEFT TURN PHASING USING TYPE 2 FYA TRAFFIC SIGNAL HEADS, OPERATION SHALL BE AS FOLLOWS: THE PROTECTED PHASE OF THIS OPERATION SHALL DISPLAY A SOLID GREEN ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THE PERMITTED PORTION OF THIS OPERATION SHALL START WITH A FLASHING YELLOW ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THERE SHALL BE A DELAY (AS DIRECTED BY THE PROJECT ENGINEER) BETWEEN THE END OF THE PROTECTED PORTION OF THIS OPERATION AND THE BEGINNING OF THE PERMITTED PORTION OF THIS OPERATION. DURING THIS DELAY, THE OPPOSING PHASE THRU HEADS ARE CAPABLE OF DISPLAYING A GREEN BALL. SIGNAL CONTROLLER WITH FIRMWARE NECESSARY TO ACCOMPLISH THIS DELAY SHALL BE PROVIDED.
17. POLES AND FOUNDATIONS OF EXISTING SIGNAL INSTALLATION REMOVALS SHALL BE CUT OFF 6" BELOW GROUND, REMOVED AND AREA RESTORED TO MATCH ADJACENT SURFACE AS DIRECTED BY THE PROJECT ENGINEER.
18. ALL REMOVED EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS SPECIFIC ITEMS ARE NOTED IN THE PLANS TO BE SALVAGED AS DIRECTED BY THE PROJECT ENGINEER.
19. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ELECTRICAL SERVICE FROM THE POWER COMPANY SERVICE POINT TO THE POWER SERVICE PEDESTAL. FOR SPAN WIRE INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT AERIAL TO THE SIGNAL POLE NEAREST THE CONTROLLER, THE SERVICE SHALL THEN RUN TO THE CONTROLLER AS SHOWN ON THE PLANS. FOR MAST ARM INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT UNDERGROUND DIRECTLY TO THE POWER SERVICE PEDESTAL, THEN TO THE CONTROLLER CABINET, AS SHOWN ON THE PLANS. A DISCONNECT SHALL BE INSTALLED AT THE POWER COMPANY SERVICE POLE FOR MAST ARM INSTALLATIONS.
20. POWER SERVICE METER SHALL NOT BE MOUNTED ON THE CONTROLLER CABINET OR MAST ARM POLE SHAFTS. A SEPARATE POWER SERVICE PEDESTAL FOR MOUNTING THESE ITEMS IS REQUIRED. (SEE TSD-6 & TSD-7). BLACK CONDUCTORS SHALL BE USED FOR ALL LINE (HOT) WIRES AND WHITE CONDUCTORS SHALL BE USED FOR ALL NEUTRAL WIRES.
21. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE NECESSARY ARRANGEMENTS WITH THE LOCAL POWER COMPANY TO PROVIDE THE POWER SUPPLY ASSEMBLY FOR ANY NEW INSTALLATION. THE CONTRACTOR SHALL PAY FOR, AT NO COST TO THE DEPARTMENT, ALL DEPOSITS, HOOK-UP CHARGES, OR OTHER SERVICE FEES REQUIRED BY THE POWER COMPANY FOR THE ESTABLISHMENT OF NEW SERVICE. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS. THE DEPARTMENT OR THE LOCAL AGENCY WILL BE RESPONSIBLE FOR PAYMENT OF THE MONTHLY SERVICE BILL FOR THE NEW POWER SERVICE INSTALLATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SWAP THE ELECTRICAL SERVICE ACCOUNT OVER TO THE DEPARTMENT OR LOCAL AGENCY. WHEN ELECTRIC POWER SERVICE EXISTS AND IS USED FOR THE OPERATION OF AN EXISTING SYSTEM, THE MONTHLY SERVICE FEES SHALL CONTINUE TO BE PAID BY THE DEPARTMENT OR THE LOCAL AGENCY. IF THE EXISTING POWER SERVICE IS INTENDED FOR USE WITH A NEW SIGNAL SYSTEM, THEN ANY SERVICE CHARGE FEES

- SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SIMILARLY, IF AN EXISTING POWER SERVICE IS TO BE DISCONNECTED, ANY SERVICE CHARGE FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS.
22. WHEN CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY SIGNALS TO ACCOMMODATE ROADWAY CONSTRUCTION, IT SHALL BE PAID FOR UNDER PAY ITEM 619-H1, TRAFFIC SIGNAL, LUMP SUM, UNLESS OTHERWISE NOTED ON PLANS.
23. VEHICLE LOOP ASSEMBLIES SHALL BE INSTALLED IN THE TOP LAYER OF BINDER OR EXISTING SURFACE BEFORE THE FINAL SURFACE COURSE IS APPLIED (BASED ON 2" FINAL LIFT MAXIMUM).
24. WHEN RADAR, VIDEO , OR MULTI-SENSOR DETECTION IS USED, THE SYSTEM MAY REQUIRE BOTH STOP BAR AND ADVANCE DETECTION. TSI PLANS SHOW A GENERIC LAYOUT FOR DETECTION; DETECTOR MAY BE RELOCATED PER MANUFACTURER'S RECOMMENDATIONS. THERE SHALL BE NO EXTRA PAY FOR MOVING OF DETECTORS OTHER THAN CABLE LENGTHS. MANUFACTURER TO HAVE FACTORY REP ON SITE DURING INSTALLATIONS UNLESS CERTIFIED BY THE MANUFACTURER. DETECTION CABLE WILL BE MEASURED BY THE LINEAR FOOT, MEASURED HORIZONTALLY ALONG THE CONDUIT, MESSENGER CABLE OR MAST ARM AND VERTICALLY ALONG THE POLE. DETECTION CABLE FOR CAMERAS, THE POWER AND VIDEO CABLE MAY BE IN THE SAME JACKET. ALL DETECTION UNITS SHALL BE NETWORKABLE DEVICES AND BE ON THE MDOT NETWORK IF NOTED ON PLANS.
25. ALL GROUNDING EQUIPMENT SHALL BE COST ABSORBED.
26. MESSENGER CABLE AND OTHER SUPPORTING DEVICES WHERE REQUIRED SHALL BE ABSORBED IN THE PAY ITEMS FOR SIGNAL CABLE.
27. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.
28. THE CONTRACTOR SHALL BE REQUIRED TO ADEQUATELY AND COMPLETELY COVER TRAFFIC SIGNAL HEADS DURING TIMES THAT THEY ARE NOT IN OPERATION WITH A DURABLE, OUTDOOR- HARDENED MATERIAL THAT CONTRASTS WITH THE COLOR OF THE HEAD THAT CLEARLY DESIGNATES THAT THE SIGNAL IS NOT IN "STOP AND GO" MODE. HEAD COVERS ARE TO BE APPROVED BY THE PROJECT ENGINEER.
29. A NEW TRAFFIC SIGNAL INSTALLATION SHALL BE PUT IN FLASH OPERATION FOR A PERIOD OF THREE (3) TO SEVEN (7) DAYS PRIOR TO THE ACTIVATION OF THE SIGNAL'S "STOP AND GO" OPERATION. ACTIVATION OF NEW TRAFFIC SIGNALS SHALL BE DURING A MID-WEEK WEEKDAY (TUESDAY – THURSDAY) DURING A NON-PEAK TIME AND SHALL BE COORDINATED WITH THE PROJECT ENGINEER. UPON INITIAL INSPECTION AND ACCEPTANCE TESTING OF THE NEW TRAFFIC SIGNAL INSTALLATION, THE CONTRACTOR SHALL REQUEST THE START OF THE 30 DAY BURN-IN PERIOD TO COMMENCE, AS OUTLINED IN SUBSECTION 631.03.4 OF THIS SPECIFICATION. ANY NOTED DEFICIENCIES FOUND WITHIN THAT 30 DAY PERIOD SHALL BE CORRECTED TO THE SATISFACTION OF THE PROJECT ENGINEER. THE 30 DAY BURN-IN PERIOD MUST COMMENCE WITHIN THE CONTRACT TIME, AND BEFORE SUBSTANTIAL COMPLETION OF THE PROJECT IS GRANTED.
30. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FINAL INSPECTION MEETING WITH DISTRICT OFFICE, PROJECT OFFICE AND TRAFFIC ENGINEERING FOR SIGNAL PORTION OF THE PROJECT.



TRAFFIC SIGNAL GENERAL NOTES

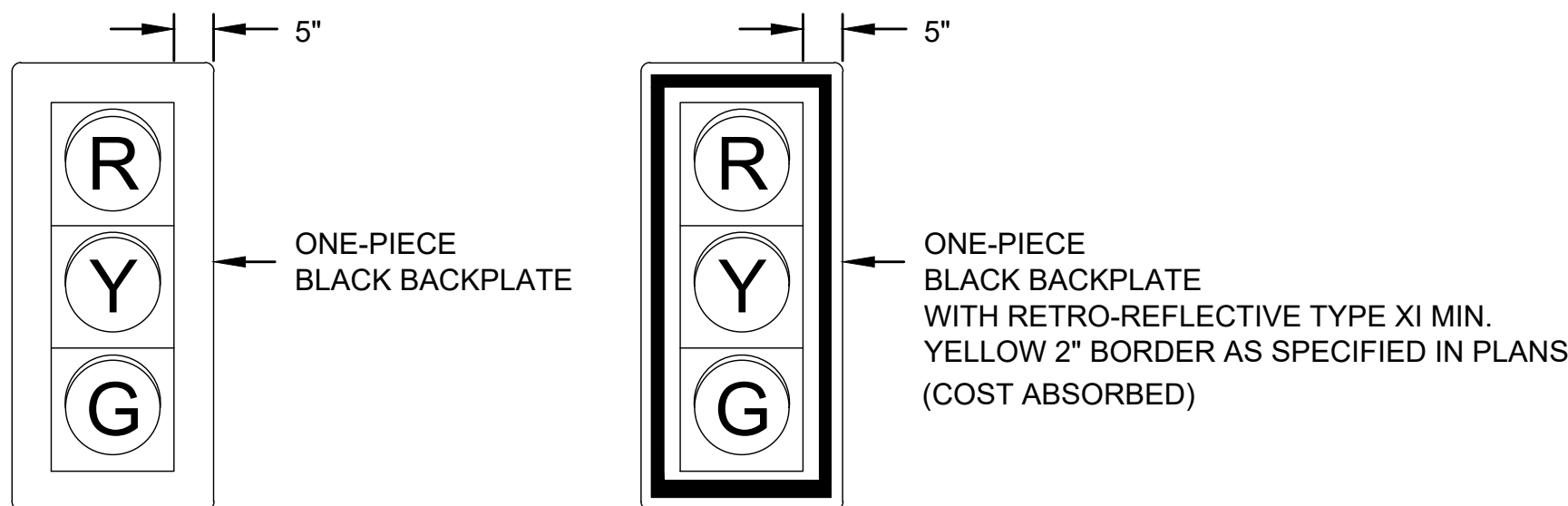
DETAIL OF TYPICAL TRAFFIC SIGNAL HEADS

TYPE 1	TYPE 2	TYPE 2 FYA	TYPE 2B FYA	TYPE 2P FYA	TYPE 3	TYPE 4	TYPE 6	TYPE 7	TYPE H
			 BIMODAL YELLOW/YELLOW STEADY YELLOW & FLASHING ARROW IN SAME MIDDLE SETION						

NOTES:

- ALL SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SIGNAL HEADS SHALL BE L.E.D. LENSES UNLESS OTHERWISE NOTED ON THE PLANS. TYPE "A" SIGNAL HEAD IS TO BE GEOMETRICALLY PROGRAMMED VIA LOUVERS.
- LETTER "R" ON HEAD TYPES MEANS RIGHT TURN ARROW(S).
- TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMINATED (NO OUTLINE SYMBOLS ALLOWED). THERE IS A SEPARATE PAY ITEM FOR PEDESTRIAN PUSHBUTTON. PEDESTRIAN PUSHBUTTON SHALL BE FURNISHED WITH R10-3e SIGN. (COST ABSORBED).
- ALL FYA SIGNAL HEAD SHALL BE FURNISHED WITH R10-12M SIGN.
WHEN NOTED ON PLANS, TYPE 4 & 5 SIGNAL HEADS SHALL BE FURNISHED WITH R10-10L , R10-10R, OR R10-17M SIGN.
TYPE 7 SIGNAL HEAD SHALL BE FURNISHED WITH R10-12 SIGN. TYPE 7 R REQUIRES NO SIGN.
TYPE H SIGNAL HEAD SHALL BE FURNISHED WITH R10-23 SIGN WHEN INDICATED ON PLANS.
COST OF SIGNAL SIGNS, MOUNTING BRACKETS, HARDWARE, AND LABOR SHALL BE COST ABSORBED.
- FOR SPAN WIRE INSTALLATION, THE HOUSING FOR THE RED INDICATION OF A TYPE 7 HEAD, SHALL BE ALUMINUM.

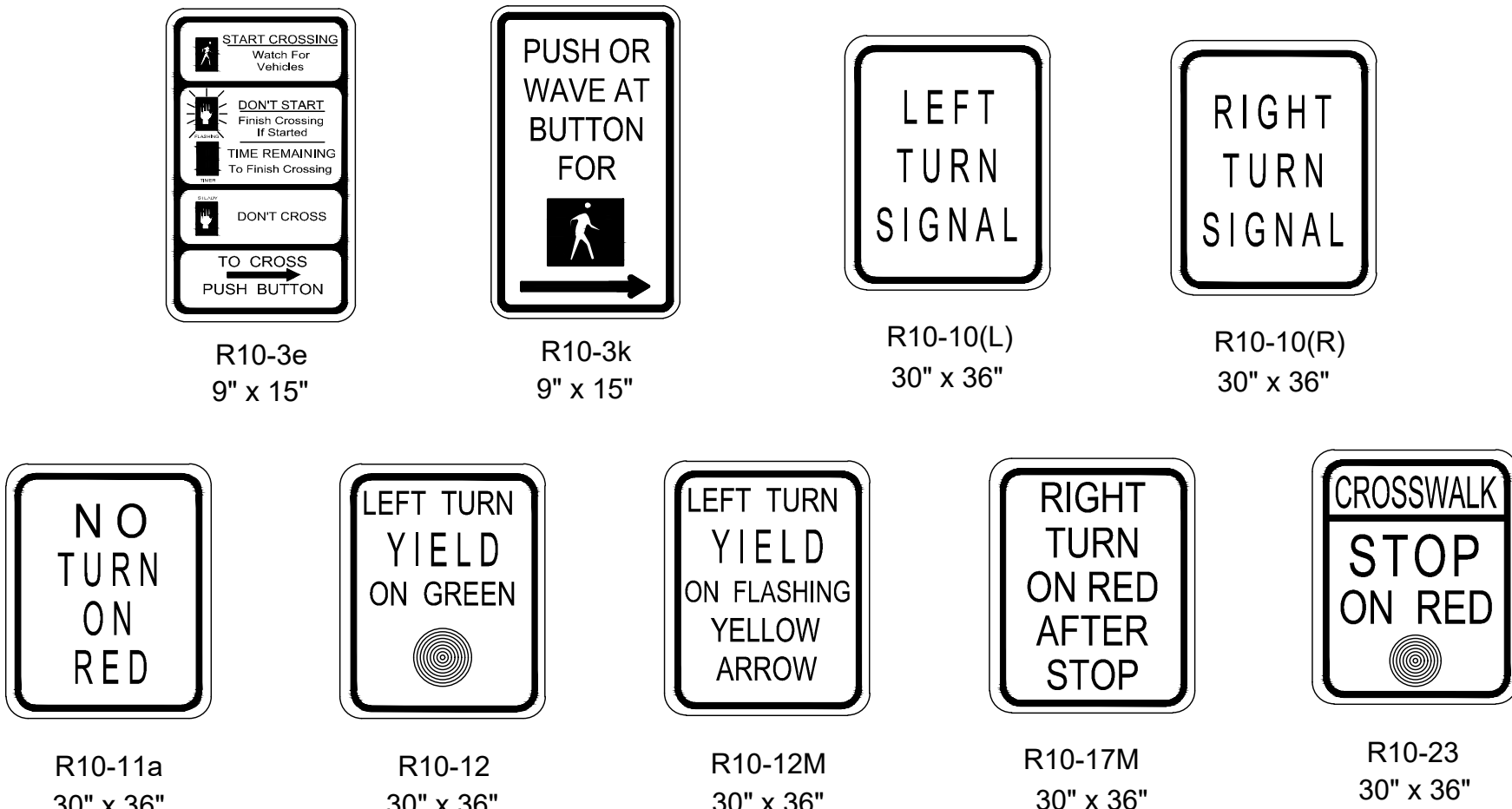
DETAIL OF TRAFFIC SIGNAL WITH BACKPLATE



NOTE:

ALL SIGNAL HEADS SHALL INCLUDE BACKPLATES AND VISORS
UNLESS OTHERWISE NOTED ON TRAFFIC SIGNAL INSTALLATION SHEETS.

DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



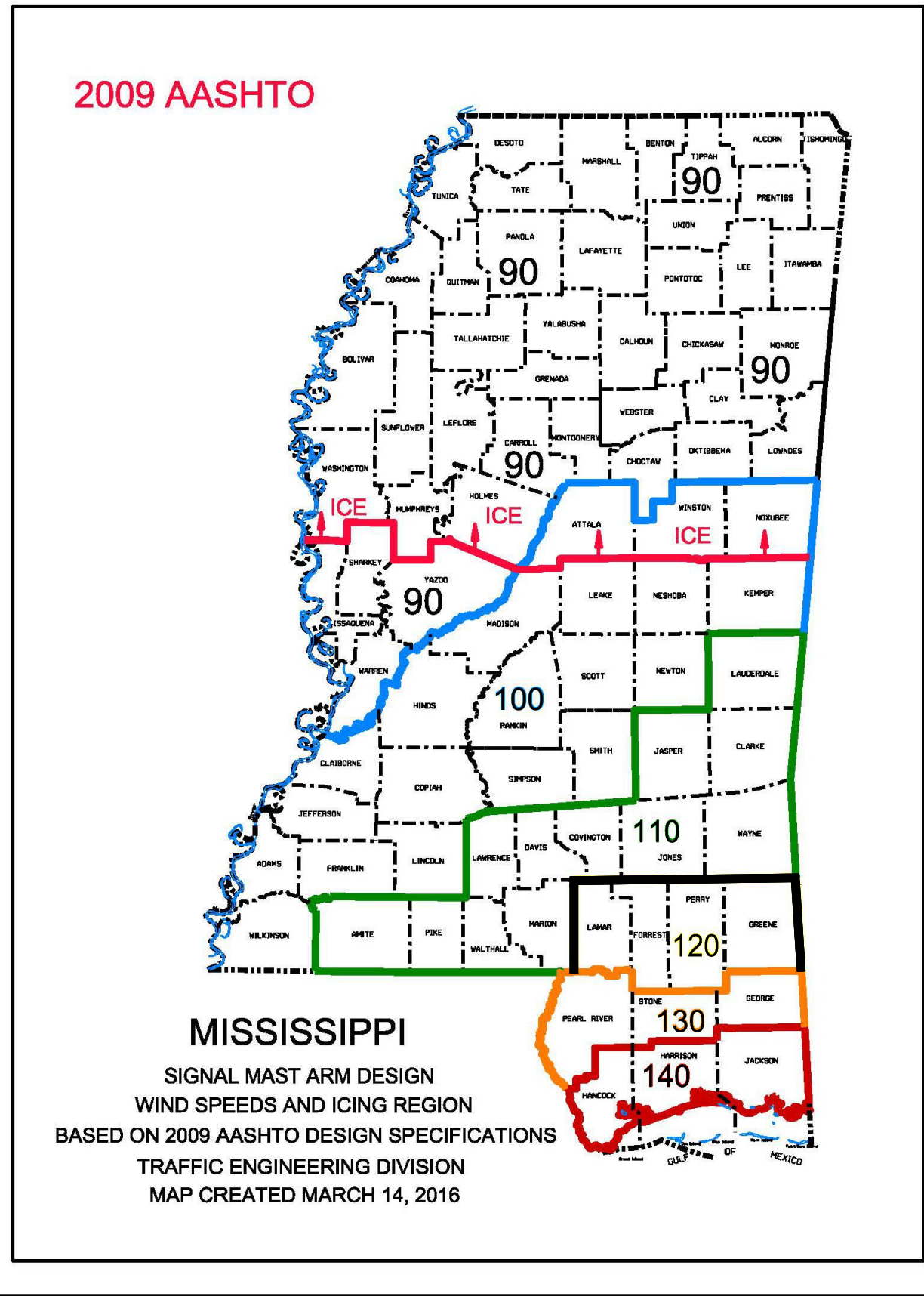
NOTES:

- ALUMINUM SIGN BLANKS ARE TO BE ALUMINUM ALLOY 5052-H38 AND 0.10" THICK.
- THE SIGNS SHALL BE SUPPLIED WITH MOUNTING BRACKETS AND HARDWARE AS REQUIRED.
- NUMBER 12 PLATED JACK CHAINS SHALL BE ATTACHED TO THE BOTTOM OF ALL SPAN WIRE MOUNTED SIGNS.
- CHAINS SHALL BE ATTACHED TO SIGN AND TETHER USING "S" HOOKS.
- THE SIZE OF THE SIGN BLANK, LEGEND, BORDER AND THE COLOR OF THE BACKGROUND AND LEGEND IS TO CONFORM TO THE M.U.T.C.D. (LATEST EDITION).
- REFLECTIVE SHEETING FOR TRAFFIC SIGNS SHALL BE TYPE XI PRISMATIC RETROREFLECTIVE SHEETING.

SIGNAL PLAN LEGEND

	SIGNAL HEAD REQUIRED / TYPE
	PEDESTRIAN HEAD REQUIRED
	EXISTING SIGNAL HEAD
	SIGN
	VEHICLE LOOP DETECTOR
	QUADRAPOLE VEHICLE LOOP DETECTOR
	VEHICLE LOOP DETECTOR NUMBER
	WIRELESS MAGNETOMETER SENSOR
	BASE MOUNTED CABINET FOR SIGNAL CONTROLLER
	POLE MOUNTED CABINET FOR SIGNAL CONTROLLER
	EXISTING POLE
	POLE REQUIRED
	NEW PEDESTAL POLE
	MAST ARM POLE REQUIRED
	EXISTING PULLBOX
	PULLBOX REQUIRED (TYPE SPECIFIED ON PLAN SHEETS)
	RADAR DETECTOR (RD)
	VIDEO DETECTOR (VD)
	MULTI SENSOR DETECTOR (MS)
	OPTICAL DETECTOR UNIT
	CONDUIT
	ROLL PIPE
	LUMINAIRE
	DECORATIVE LUMINAIRE
	GROUND MOUNTED PEDESTAL SERVICE PANEL
	RADIO INTERCONNECT ANTENNA
	TWO-WAY WIRELESS ANTENNA
	WIRELESS REPEATER
	PTZ / FIXED CAMERA
	P.B. PUSH BUTTON
	S.C. SHIELDED CABLE
	POW POWER CABLE
	LUM LUMINAIRE POWER CABLE
	ODC OPTICAL DETECTOR CABLE
	8c NUMBER OF CONDUCTORS
	I.C. INTERCONNECT CABLE
	RAD RADIO COMMUNICATIONS CABLE
	FO FIBER OPTIC CABLE (72 SM)
	FO DROP FIBER DROP CABLE (12 SM)
	DC DETECTION CABLE
	STOP BAR DETECTION ZONE
	ADVANCED DETECTION ZONE

WIND SPEEDS AND ICING REGION MAP



2009/2013 AASHTO WIND LOAD LIST BY COUNTY

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Adams	100	NO
Alcorn	90	YES
Amite	110	NO
Attala	100	YES
Benton	90	YES
Bolivar	90	YES
Calhoun	90	YES
Carroll	90	YES
Chickasaw	90	YES
Choctaw	90	YES
Claiborne	100	NO
Clarke	110	NO
Clay	90	YES
Coahoma	90	YES
Copiah	90	NO
Covington	110	NO
DeSoto	90	YES
Forrest	120	NO
Franklin	100	NO
George	130	NO
Greene	120	NO
Grenada	90	YES
Hancock	140	NO
Harrison	140	NO
Hinds	100	NO
Holmes	90	YES
Humphreys	90	YES
Issaquena	90	NO
Itawamba	90	YES
Jackson	140	NO
Jasper	110	NO
Jefferson	100	NO

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Jefferson Davis	110	NO
Jones	110	NO
Kemper	100	NO
Lafayette	90	YES
Lamar	120	NO
Lauderdale	110	NO
Lawrence	110	NO
Leake	100	NO
Lee	90	YES
Leflore	90	YES
Lincoln	100	NO
Lowndes	90	YES
Madison	100	NO
Marion	110	NO
Marshall	90	YES
Monroe	90	YES
Montgomery	90	YES
Neshoba	100	NO
Newton	100	NO
Noxubee	100	YES
Oktibbeha	90	YES
Panola	90	YES
Pearl River	130	NO
Perry	120	NO
Pike	110	NO
Pontotoc	90	YES
Prentiss	90	YES
Quitman	90	YES
Rankin	100	NO
Scott	100	NO
Sharkey	90	NO
Simpson	100	NO
Smith	100	NO
Stone	130	NO
Sunflower	90	YES
Tallahatchie	90	YES
Tate	90	YES
Tippah	90	YES
Tishomingo	90	YES
Tunica	90	YES
Union	90	YES
Walthall	110	NO
Warren	90	NO
Washington	90	YES
Wayne	110	NO
Webster	90	YES
Wilkinson	100	NO
Winston	100	YES
Yalobusha	90	YES
Yazoo	90	NO

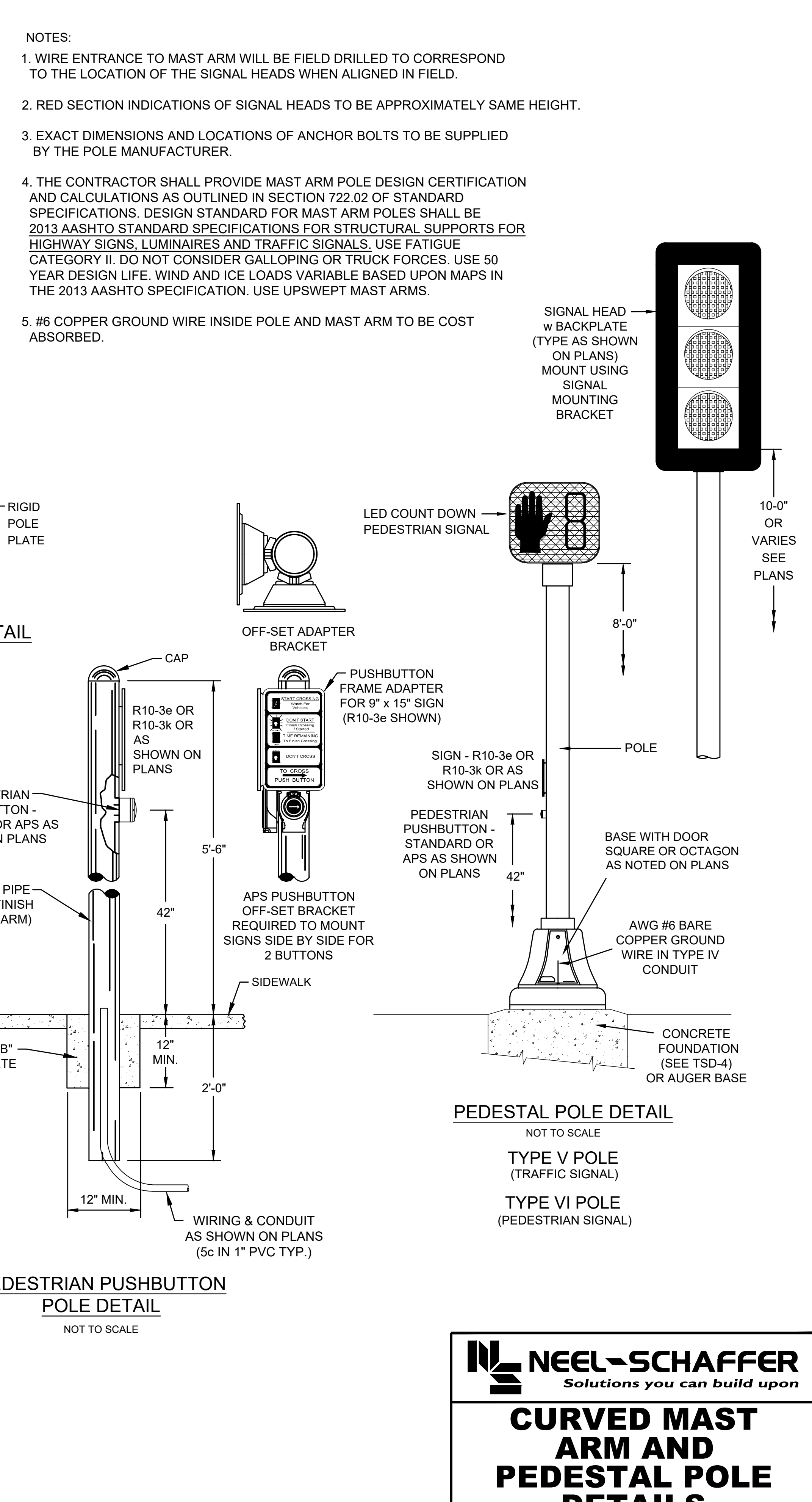
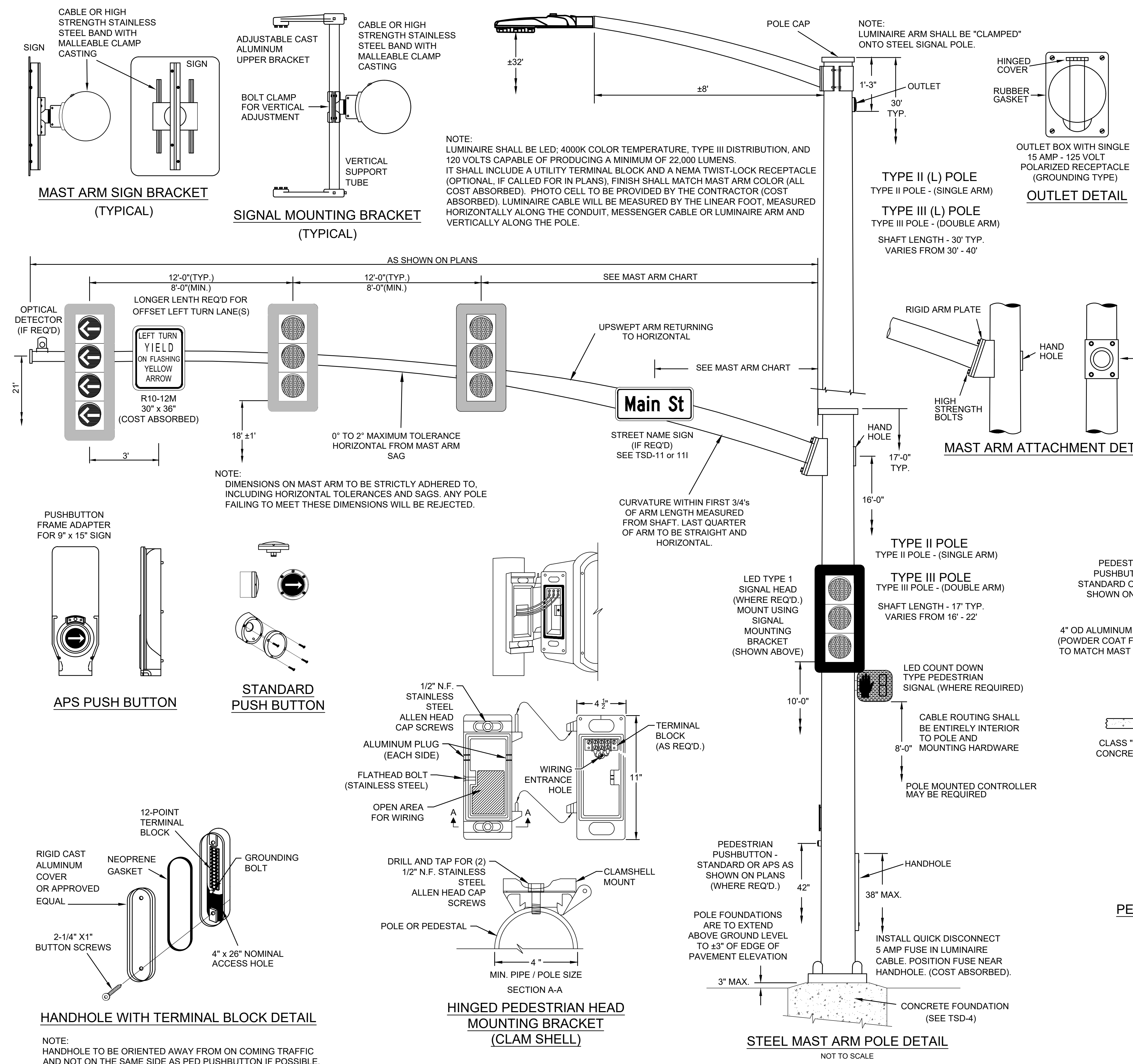


TRAFFIC SIGNAL
HEADS, TRAFFIC
SIGNAL SIGNS AND
WIND SPEEDS

WORKING NUMBER:
TSD-2

DRAWING NUMBER:
21

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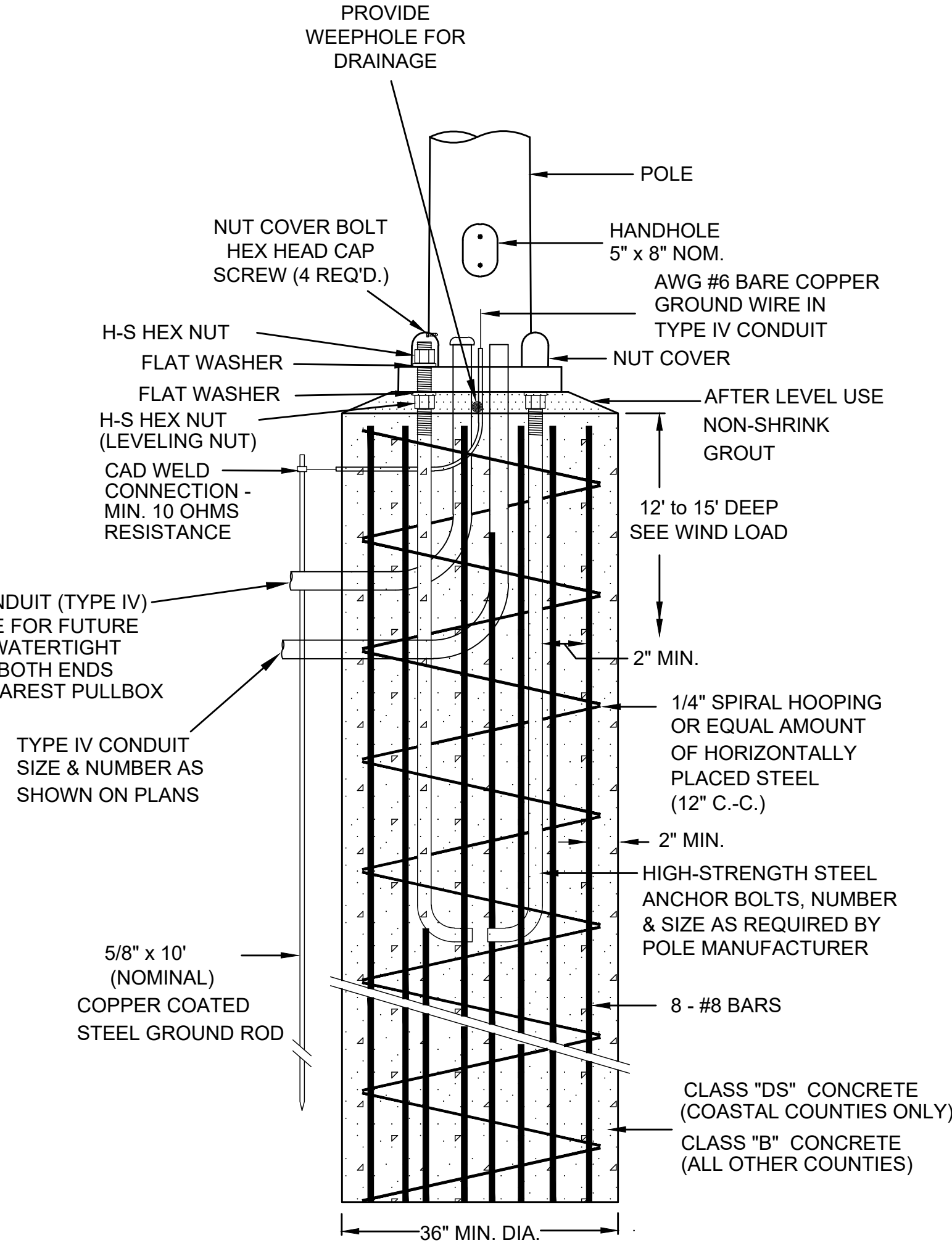
NEEL-SCHAFER
Solutions you can build upon

CURVED MAST ARM AND PEDESTAL POLE DETAILS

WORKING NUMBER:
TSD-3C

DRAWING NUMBER:
22

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TYPE I POLE FOUNDATION DETAIL

NOT TO SCALE

WIND SPEED DETERMINES SHAFT DIAMETER AND DEPTH:

FOUNDATION CHART

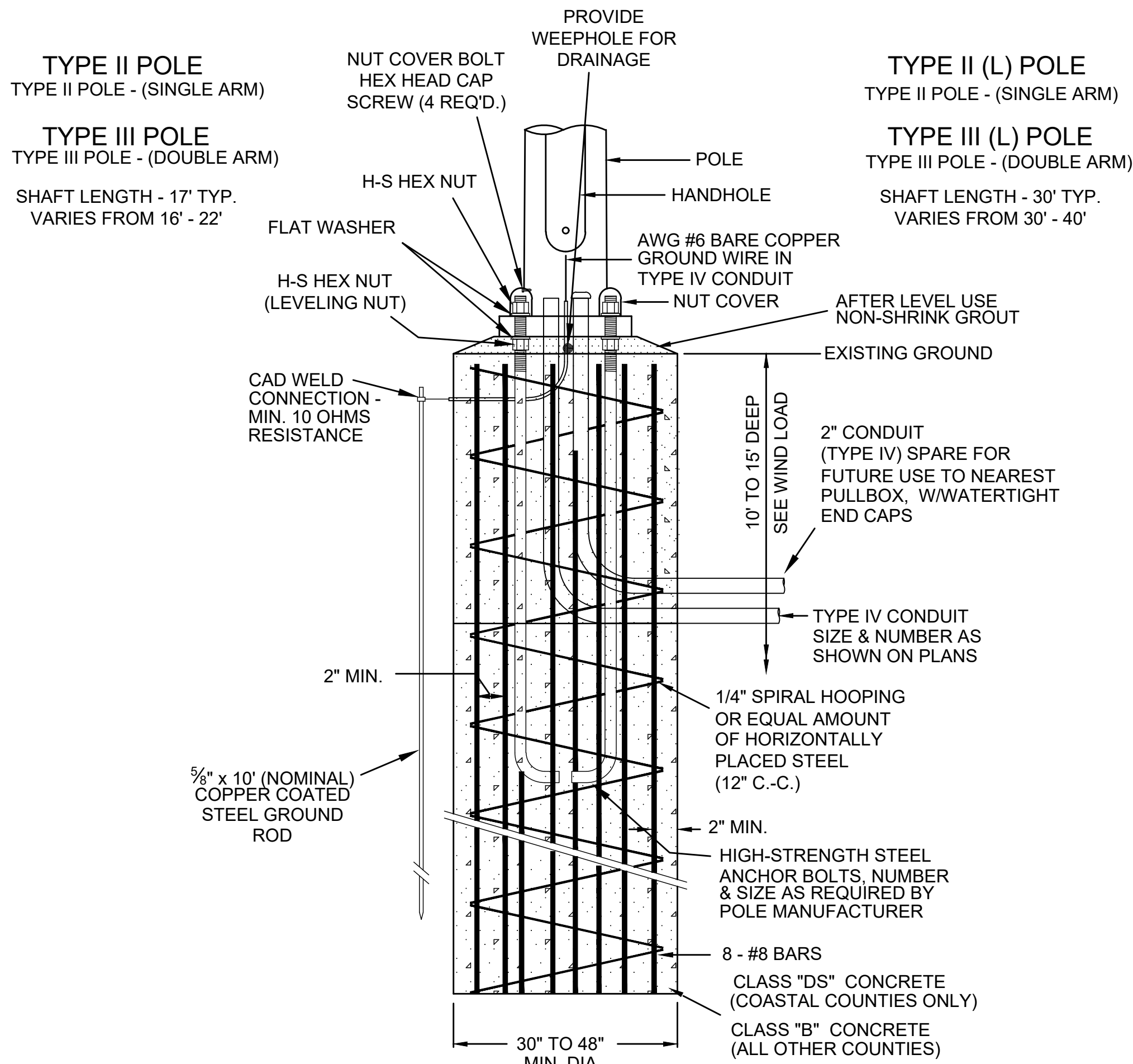
WIND SPEED	POLE TYPE	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 MPH	I	36"	12'	B	NO
100 - 130 MPH	I	36"	15'	B	NO
140 MPH	I	36"	15'	DS	YES

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.

FOUNDATION GENERAL NOTES

1. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.
2. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.
3. DRY SHAFT EXCAVATION MUST MEET REQUIREMENTS OF SECTION 803.03.2.3.2. IF GROUNDWATER OR HOLE INSTABILITY IS ENCOUNTERED, SLIP CASING AND 10' TREMIE SHALL BE REQUIRED.
4. GROUND RODS TO BE DRIVEN UNTIL AT LEAST 12" BELOW FINISHED GROUND. SEE TRAFFIC SIGNAL GROUNDING DETAILS (TSD-8) FOR ADDITIONAL INFORMATION.
5. POLE FOUNDATIONS OF THE SIZE SPECIFIED WILL BE MEASURED BY THE CUBIC YARD, WHICH MEASUREMENT SHALL BE THE AREA BOUNDED BY THE VERTICAL PLANES OF THE NEAT LINES OF THE FOUNDATION. FIELD CONDITIONS MAY REQUIRE TALLER FOUNDATIONS THAN SPECIFIED IN THE PLANS IN WHICH THE CONTRACTOR SHALL BE PAID FOR ADDITIONAL CONCRETE PER CUBIC YARD AS BID IN THE POLE FOUNDATIONS PAY ITEM.

6. THE FINISHED TOP SURFACE OF EACH FOUNDATION SHALL BE ±3 INCHES FROM THE PAVEMENT EDGE ELEVATION AT THE FOUNDATION LOCATION. WHERE FOUNDATIONS ARE CONSTRUCTED IN AREAS WHERE THE PAVEMENT EDGE ELEVATION AND SHOULDER EDGE ELEVATION DIFFER MORE THAN TWELVE (12) INCHES, TALLER FOUNDATIONS MAY BE USED BUT MUST BE APPROVED BY THE ENGINEER. TALLER POLES SHOULD BE EVALUATED TO MINIMIZE EXPOSED FOUNDATION.
7. WHEN POLES ARE SET WITHIN OR ON EDGE OF SIDEWALK, POLES SHALL BE AS FLUSH AS POSSIBLE WITH SIDEWALK GRADE. THE FOOTPRINT OF THE NON-SHRINK GROUT PAD MAY BE REDUCED IN SIZE TO PROVIDE ADEQUATE CLEARANCE FOR SIDEWALK AND/OR ACCESSIBILITY CONSIDERATIONS.
8. SLIP CASINGS OF THE SIZE SPECIFIED WILL BE MEASURED BY THE LINEAR FOOT FROM THE GROUND ELEVATION TO THE BOTTOM OF THE STRATA NEEDING TO BE CASED.



STEEL MAST ARM POLE FOUNDATION DETAIL

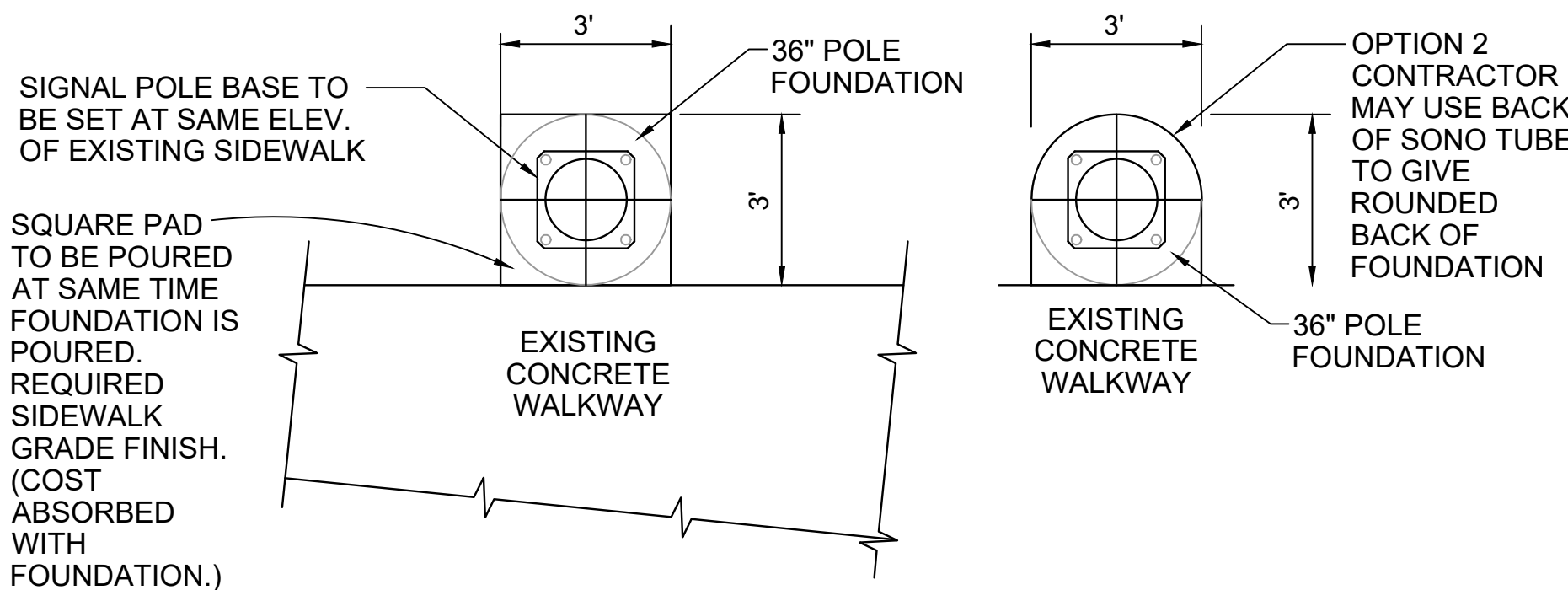
NOT TO SCALE

WIND SPEED DETERMINES SHAFT DIAMETER AND DEPTH:

FOUNDATION CHART

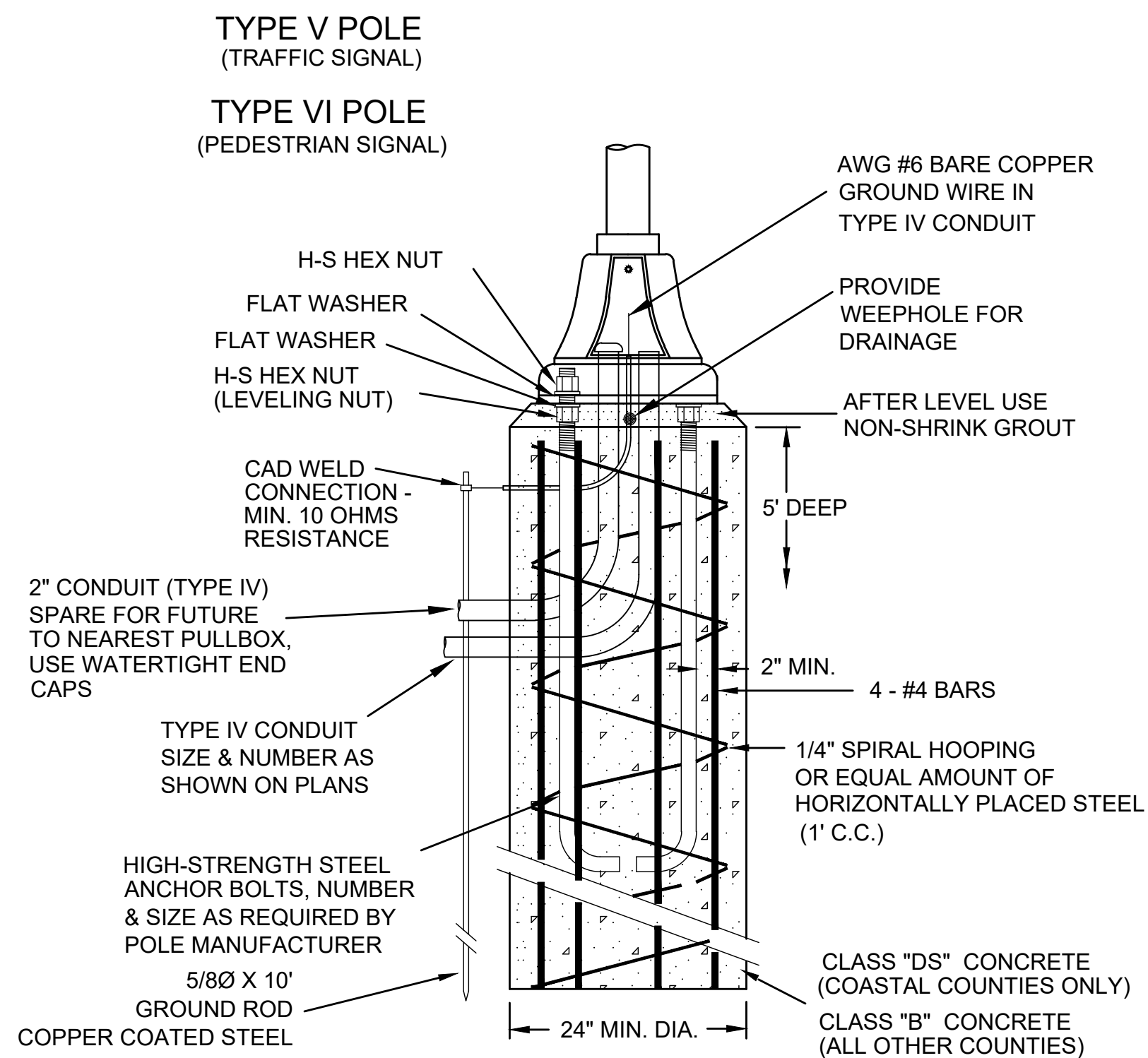
WIND SPEED	POLE TYPE	ARM LENGTH	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 MPH	II, II (L)	5' - 45'	30"	10'	B	NO
90 MPH	II, II (L)	50' - 80'	36"	12'	B	NO
90 MPH	III, III (L)	5' - 80'	36"	15'	B	NO
90 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	B	NO
100 - 130 MPH	II, II (L), III, III (L)	5' - 80'	36"	15'	B	NO
100 - 130 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	B	NO
140 MPH	II, II (L), III, III (L)	5' - 80'	36"	15'	DS	YES
140 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	DS	YES

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.



SIGNAL POLE ADJACENT TO EXISTING SIDEWALK DETAIL

NOT TO SCALE



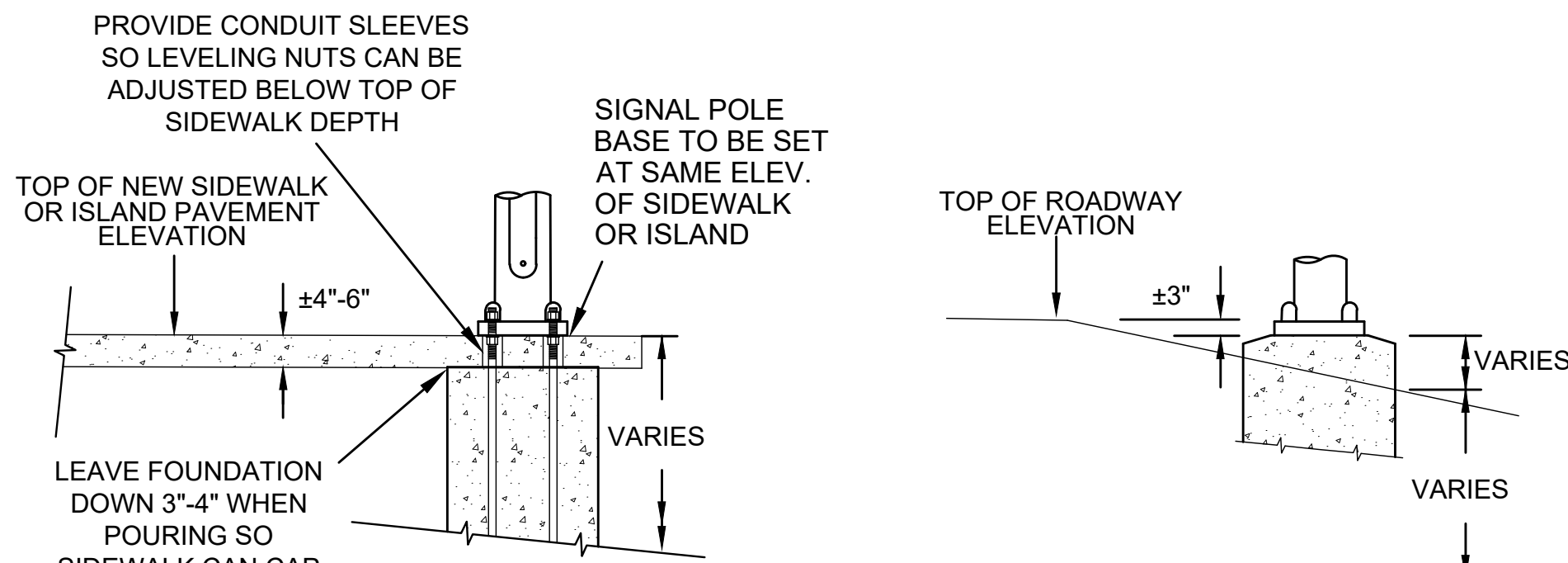
PEDESTAL POLE FOUNDATION DETAIL

NOT TO SCALE

FOUNDATION CHART

WIND SPEED	POLE TYPE	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 -130 MPH	V, VI	24"	5'	B	NO
140 MPH	V, VI	24"	5'	DS	NO

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.



FOUNDATION WITHIN SIDEWALK DETAIL

NOT TO SCALE

LOW SHOULDER FOUNDATION DETAIL

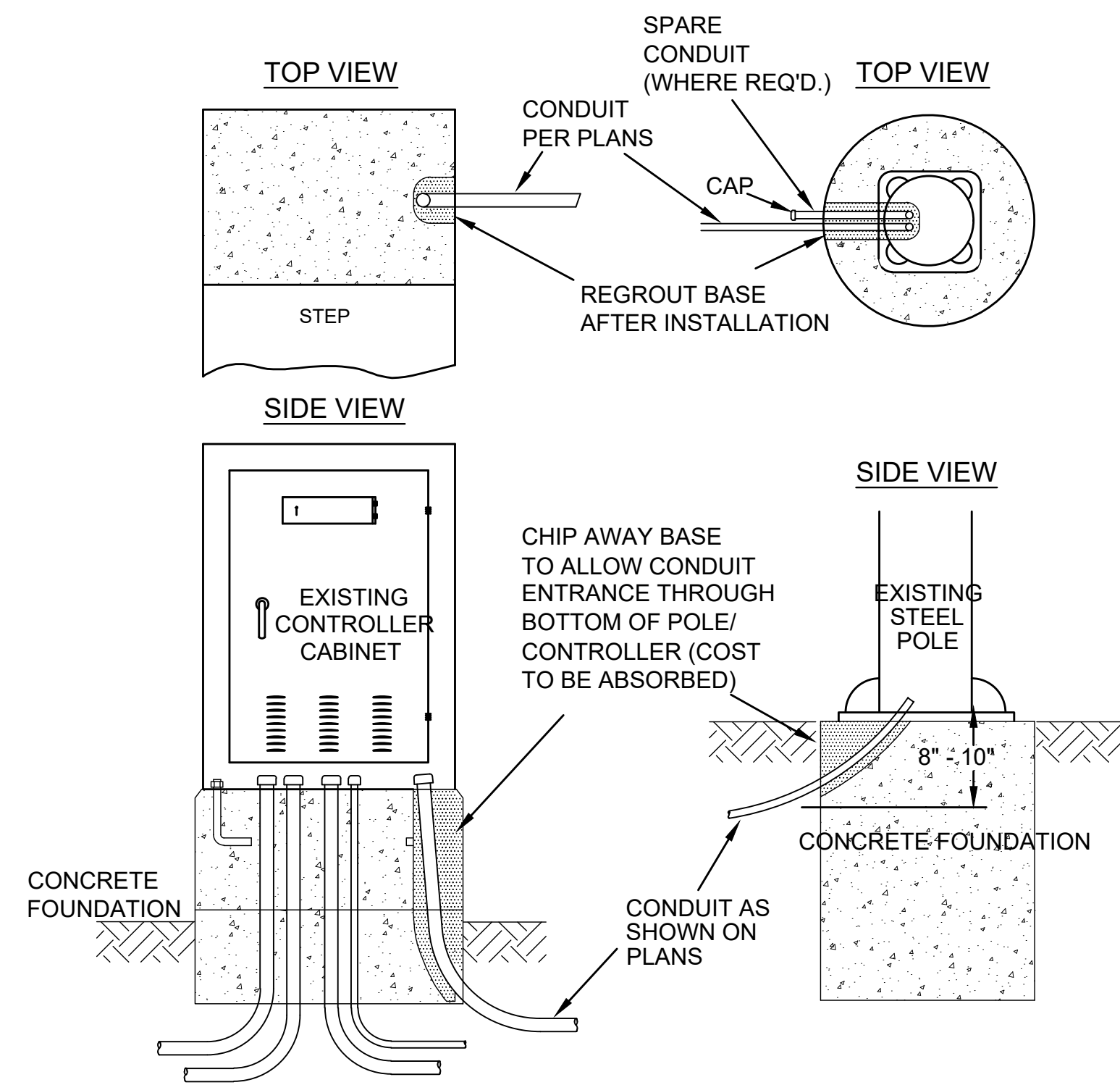
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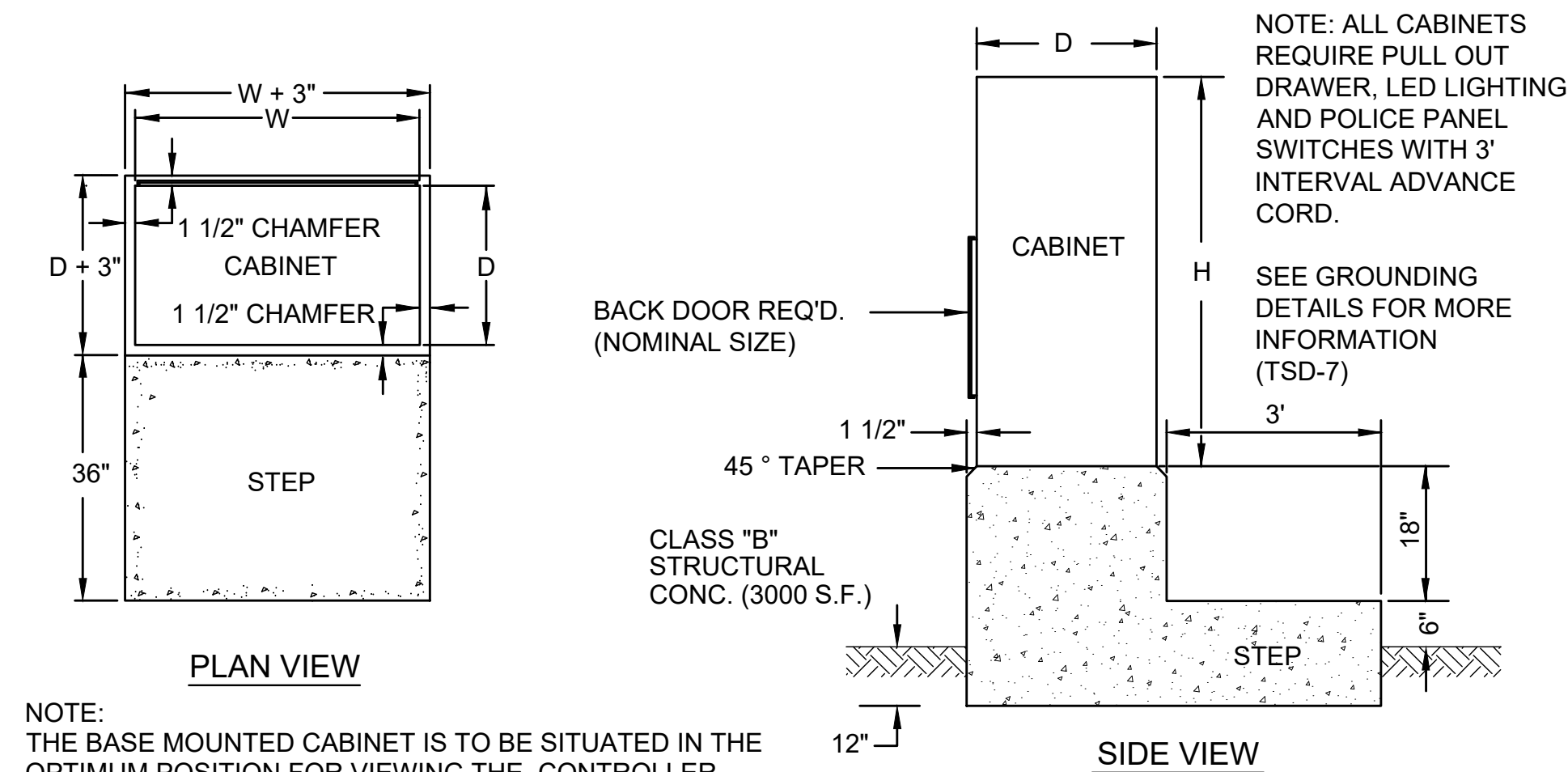
SIGNAL POLE AND PEDESTAL POLE FOUNDATION DETAILS

WORKING NUMBER:
TSD-4

DRAWING NUMBER:
23



**CONDUIT ENTRANCE DETAIL
(EXISTING CABINET OR POLE)**

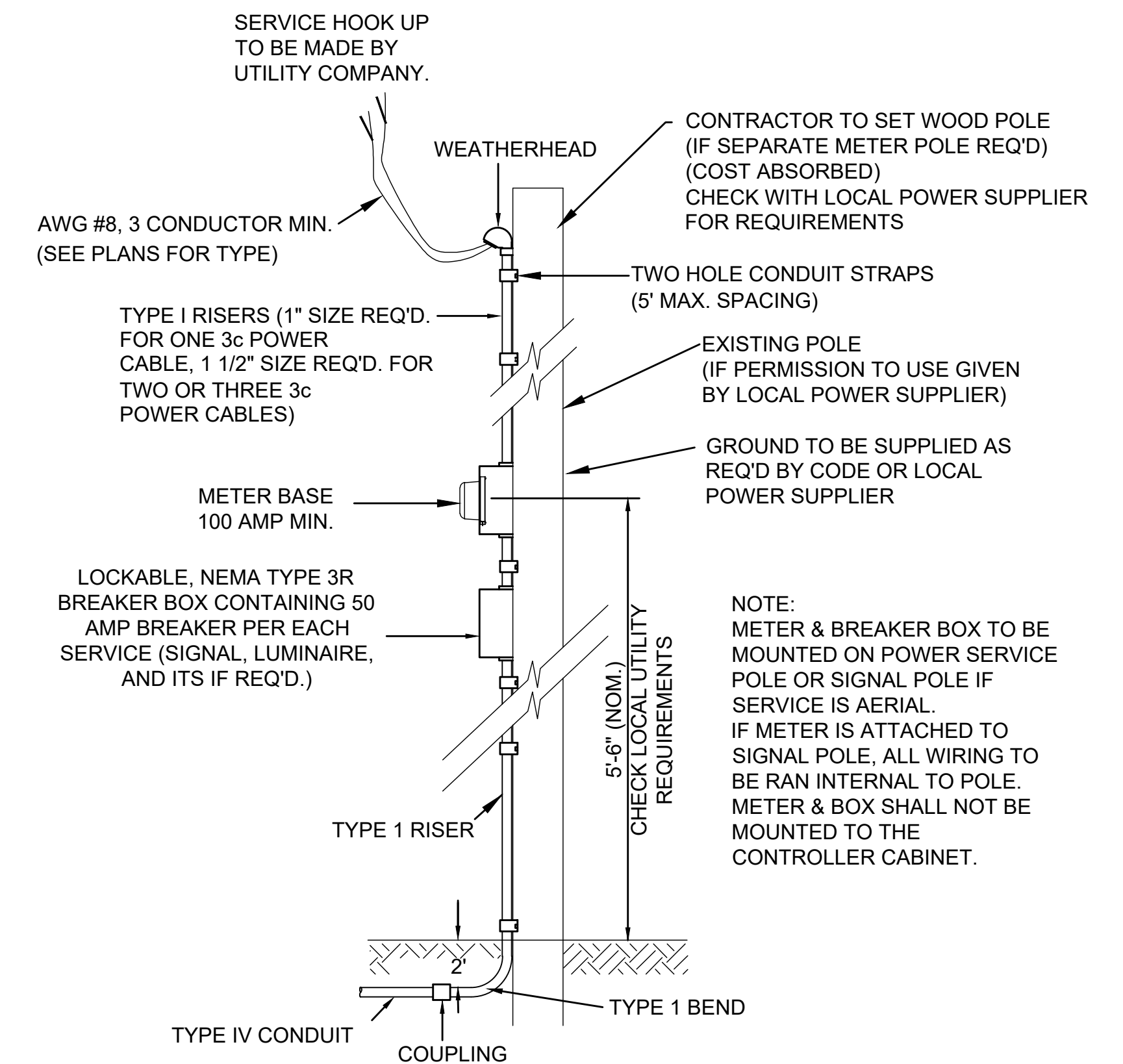


NOTE: THE BASE MOUNTED CABINET IS TO BE SITUATED IN THE OPTIMUM POSITION FOR VIEWING THE CONTROLLER OPERATION AND THE ON STREET SIGNAL DISPLAYS SIMULTANEOUSLY. THIS POSITION IS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

CABINET INFORMATION

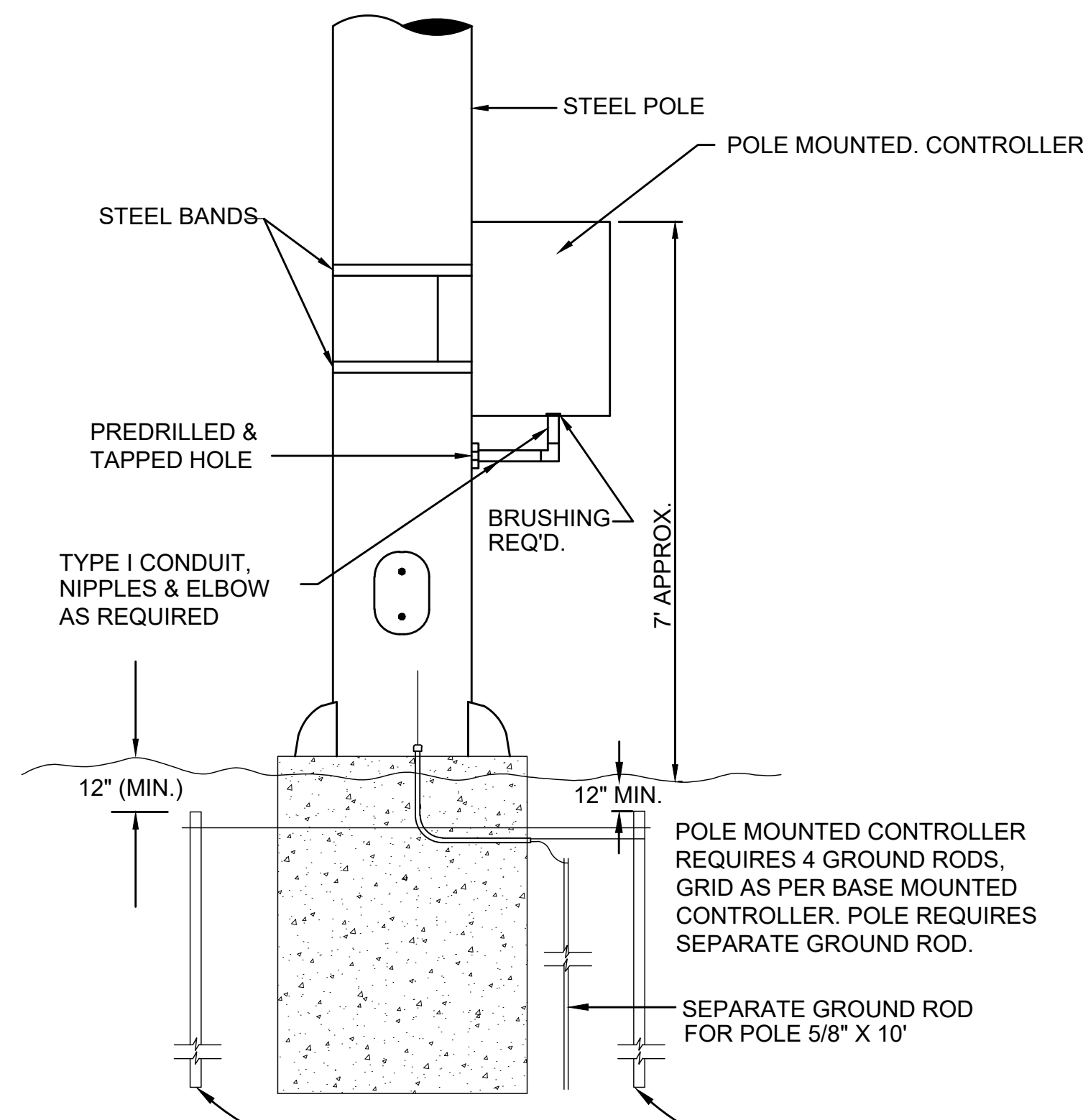
TYPE	SIZE (MIN.)	LOAD BAY
TYPE I CABINET	51"H x 30"W x 18"D	8 POSITION
TYPE II CABINET	51"H x 36"W x 18"D	12 POSITION
TYPE III CABINET	56"H x 44"W x 27"D	16 POSITION
TYPE IV CABINET	56"H x 57"W x 29"D	16 POSITION
TYPE V CABINET	77"H x 44"W x 27"D	16 POSITION

TYPE I AND II MAY BE POLE OR BASE MOUNTED, ALL OTHERS ARE BASE MOUNT. CONTRACTOR TO VERIFY CABINET SIZE BEFORE POURING FOUNDATION.



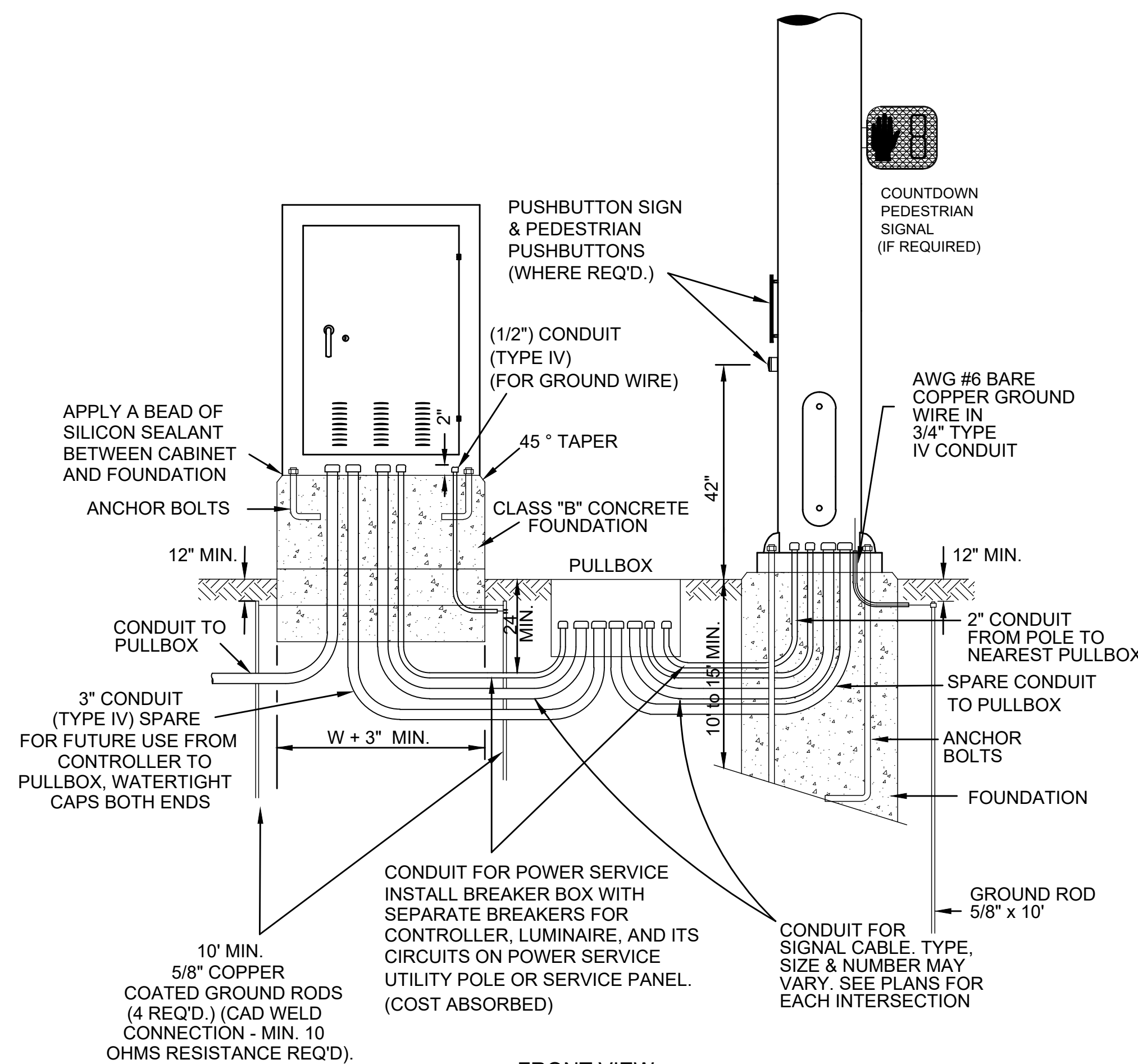
POWER SERVICE DETAIL

TO BE USED FOR SERVICE DOWN POLE OR WHEN METER IS SET ON POLE. SEE TSD-7 FOR POWER SERVICE PEDESTAL DETAILS.



**TYPICAL DETAIL FOR
POLE MOUNTED CONTROLLER**

NOT TO SCALE



FRONT VIEW

TYPICAL DETAIL OF BASE FOR CONTROLLER EQUIPMENT CABINET

NOT TO SCALE

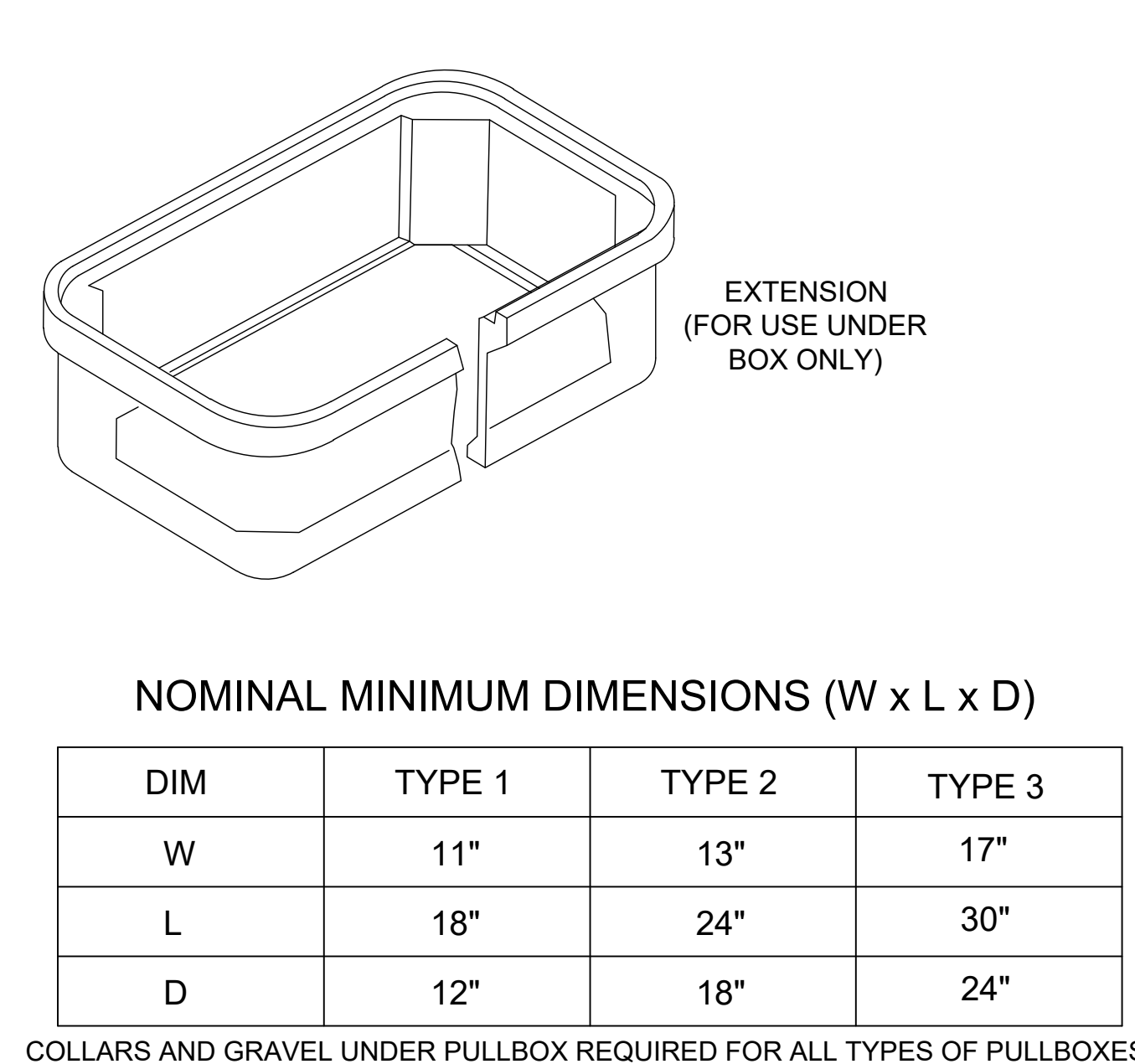
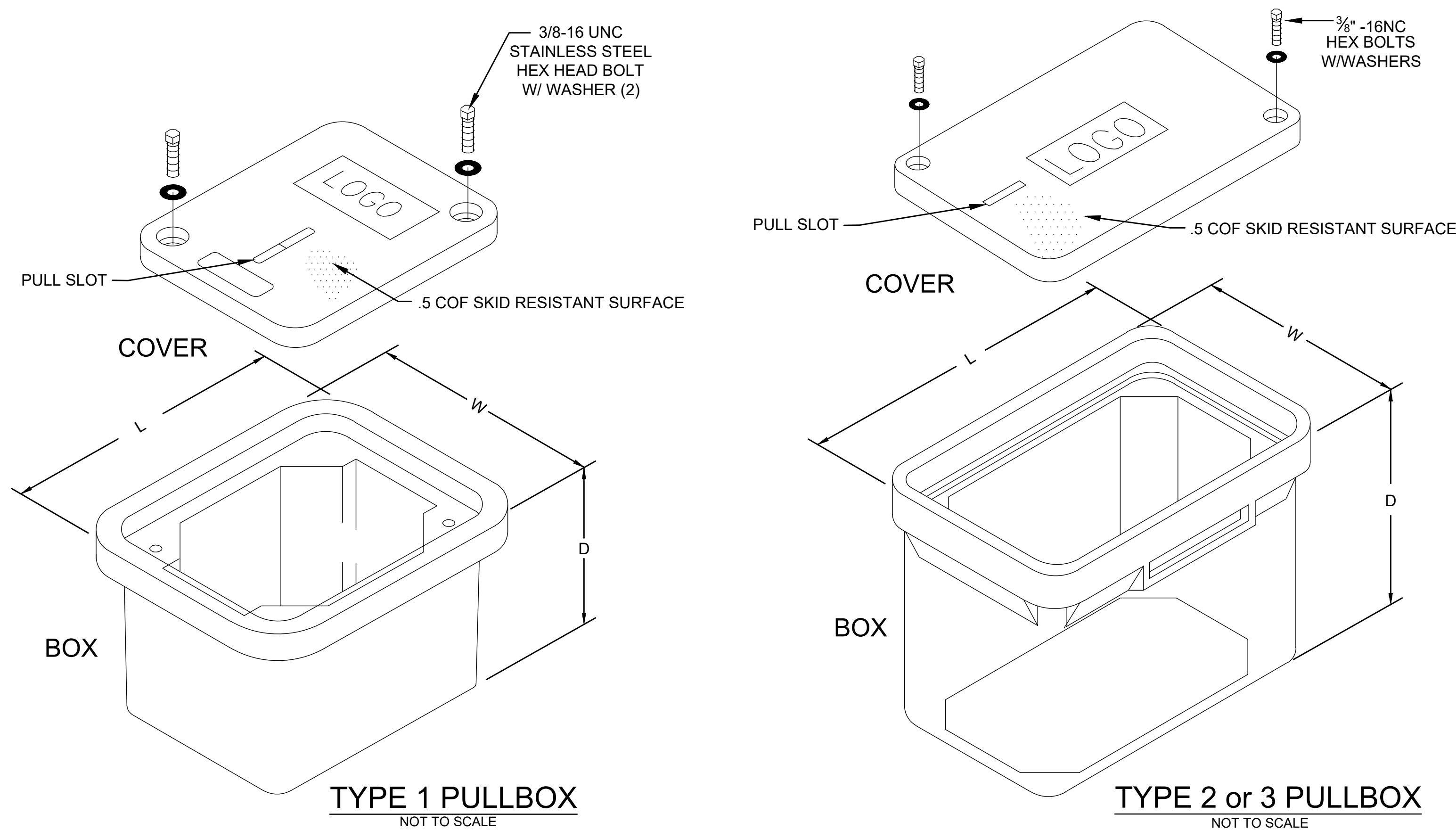


CONTROLLER CABINET AND POWER SERVICE DETAILS

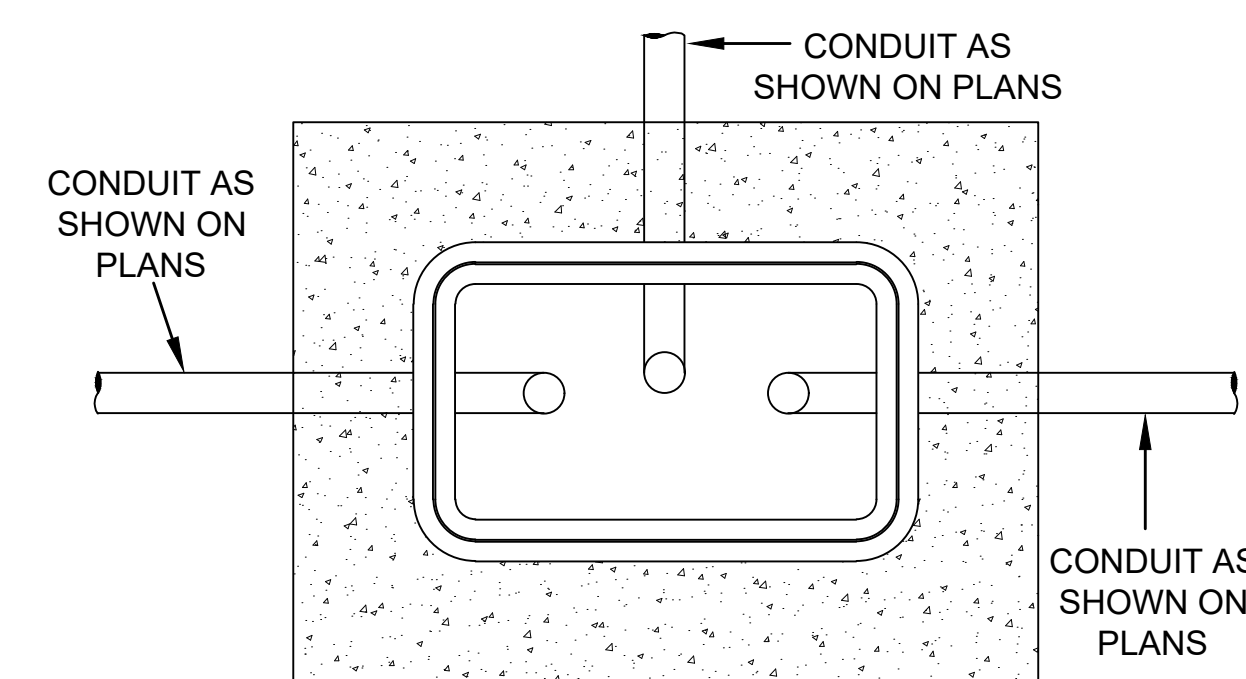
WORKING NUMBER:
TSD-6

DRAWING NUMBER:
24

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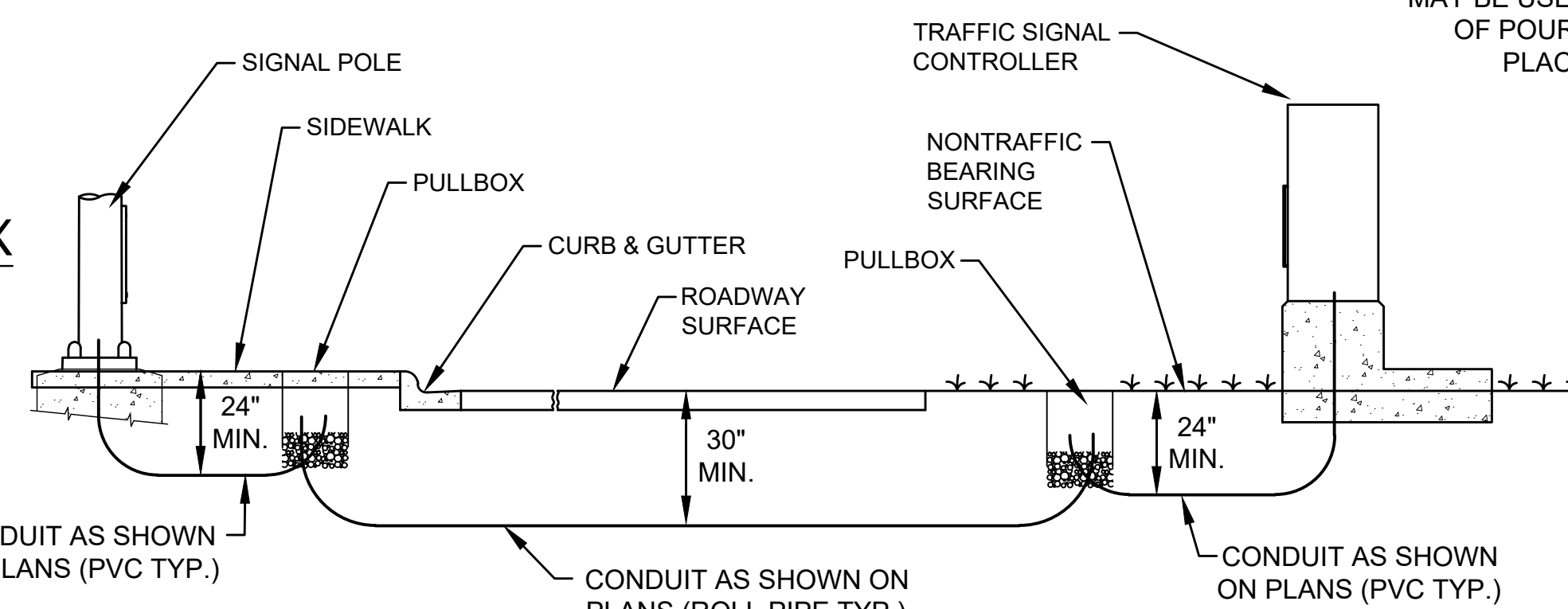
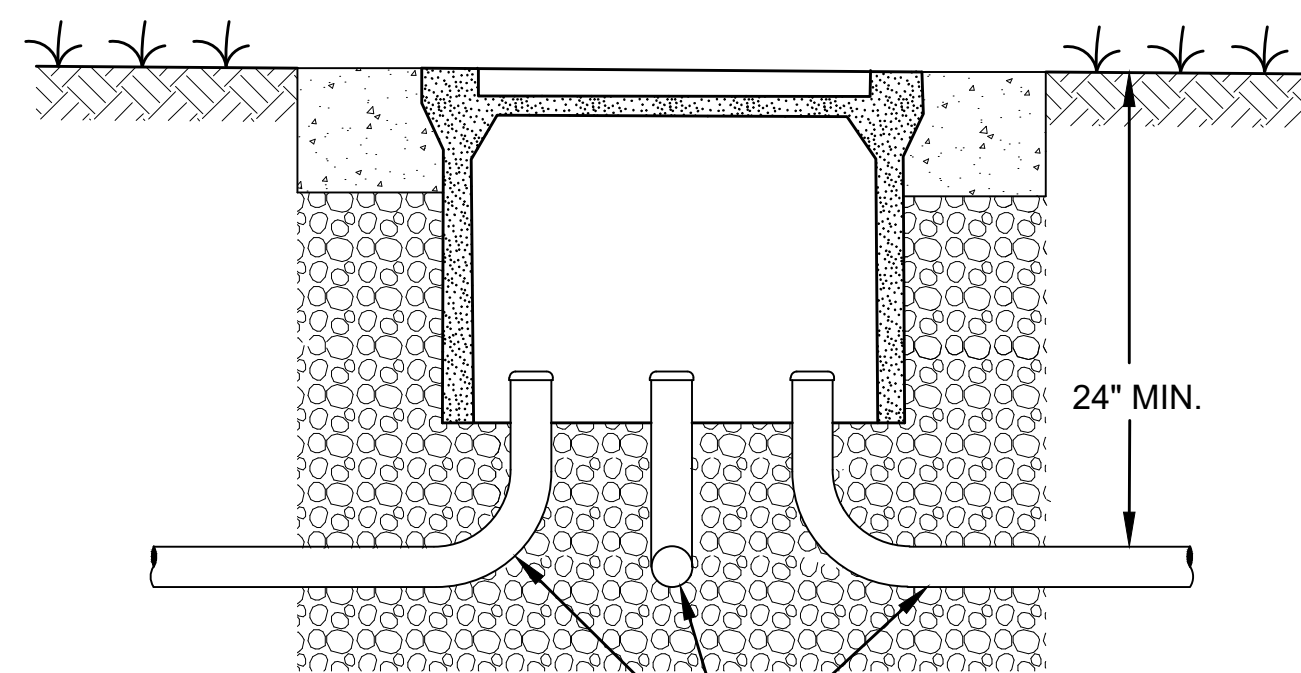


- PULLBOX NOTES:
1. GRADE LEVEL PULL BOX, ENCLOSURES, STRUCTURAL JUNCTION BOXES AND COVERS SHALL MEET THE REQUIREMENTS OF SUBSECTION 722.06 OF SPECS. ALL PULLBOXES SHALL BE TIER 22 = 22,500-POUND DESIGN LOAD, 33,750-POUND TEST LOAD.
 2. IN GENERAL, TYPE 2 BOXES ARE USED FOR CORNERS WHERE SIGNAL CONDUIT UNDER ROADWAY AND TO SIGNAL POLE MEET, TYPE 3 BOXES ARE USED AT CONTROLLER CORNER WHERE ADDITIONAL ROOM FOR EXTRA CONDUIT IS REQUIRED.
 3. LOGOS SHALL READ TRAFFIC, SIGNAL, OR TRAFFIC SIGNAL.
 4. PULLBOXES SHALL NOT BE LOCATED IN THE ROADWAY, SIDEWALK, DRIVEWAY OR OTHER PATHWAY SURFACES UNLESS SPECIFICALLY REQUIRED ON THE PLANS. THEY SHALL NOT BE LOCATED IN DRAINAGE COLLECTION AREAS AND LOCATIONS WHERE DRAINAGE RUNOFF OCCURS SHOULD BE AVOIDED WHENEVER POSSIBLE.
 5. THE FINAL GRADE OF PULLBOX TOP SHALL BE FLUSH WITH ADJACENT MATERIAL WHEN THEY MUST BE INSTALLED WITHIN SIDEWALKS, ISLANDS OR BARRIER WALLS. THE FINAL GRADE OF TOP LOCATED IN SOIL OR SODDED AREAS SHALL BE APPROXIMATELY ONE (1) INCH HIGHER THAN ADJACENT EARTH OR SODDED AREAS.



CONDUIT AT PULLBOX DETAIL

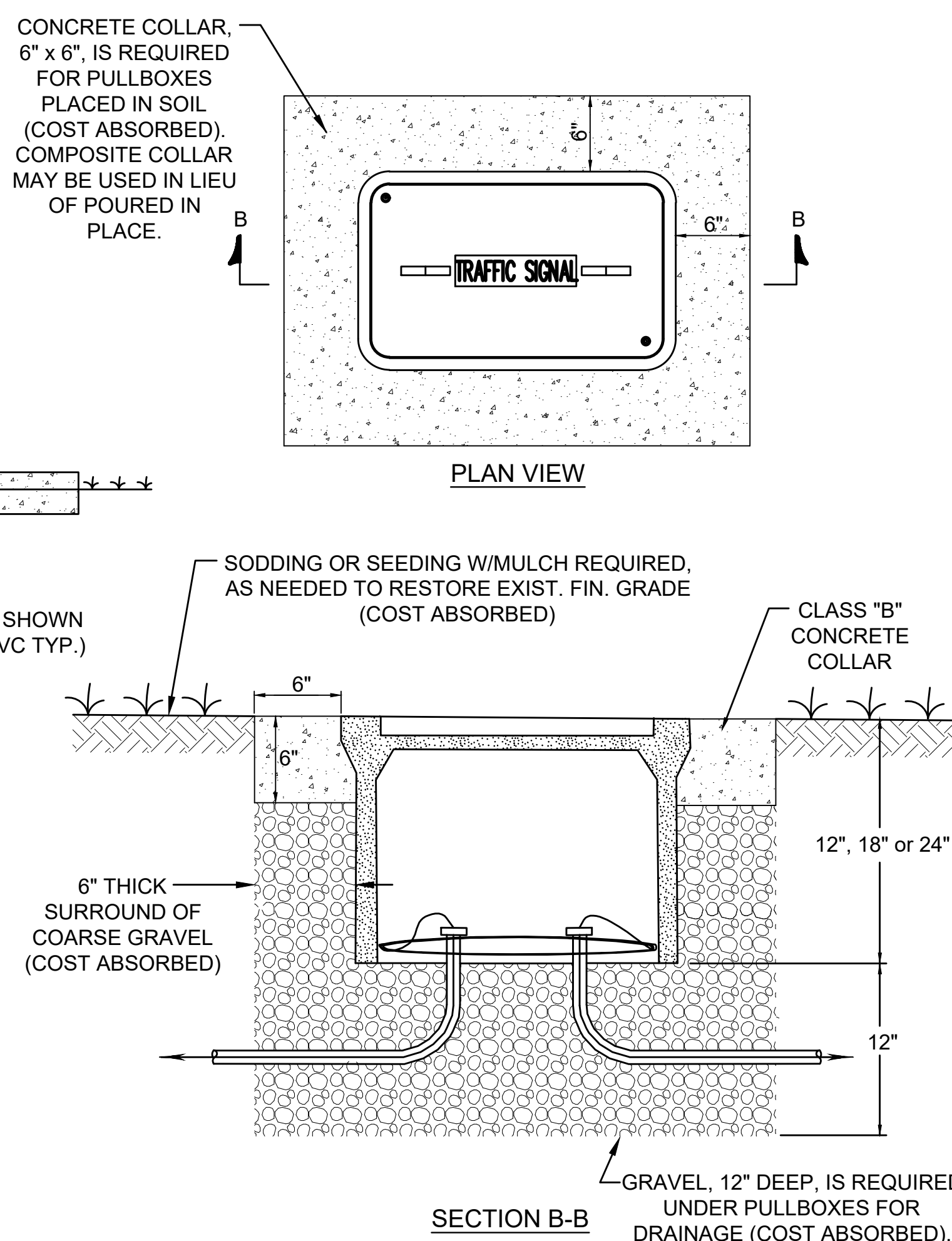
NOT TO SCALE



TYPICAL CONDUIT INSTALLATION SECTION

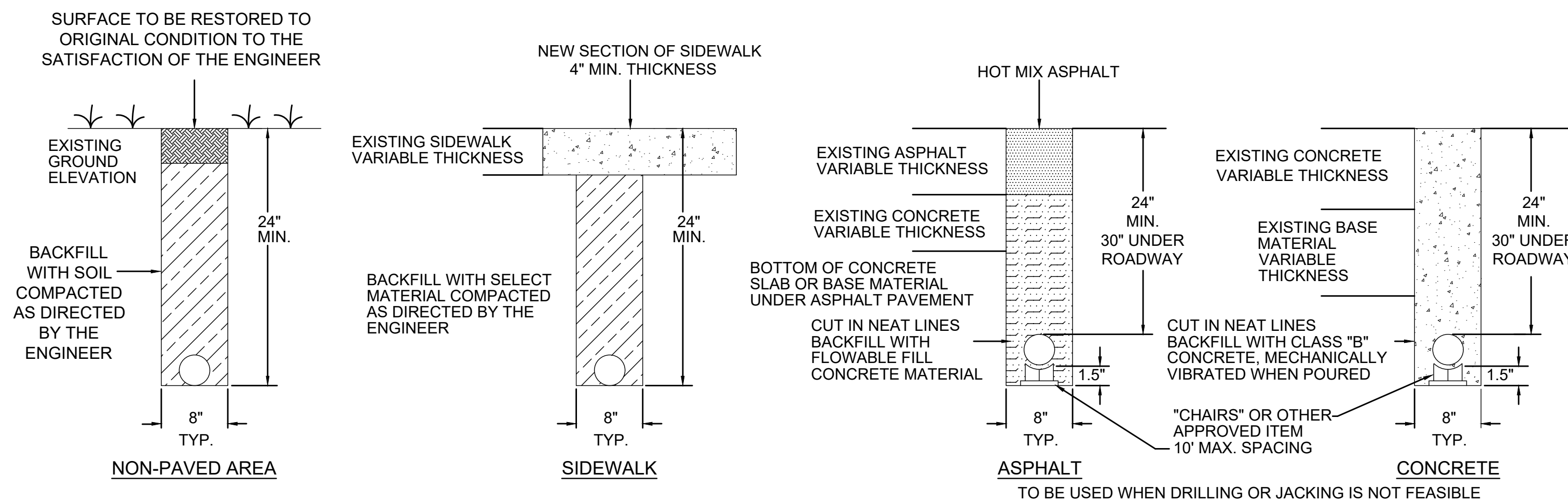
NOT TO SCALE

- CONDUIT NOTES:
1. TOP OF CONDUIT DEPTH SHALL BE A MINIMUM OF 24" UNLESS WHEN INSTALLED UNDER PAVED ROADWAY WHERE IT SHALL BE 30" MINIMUM DEPTH.
 2. CONDUIT BORED OR DRILLED UNDER RAILROAD SHALL BE 10' MIN. BELOW RR BED, CONDUIT BORED OR DRILLED UNDER STREAMS SHALL BE 5' MIN. BELOW STEAM BED. BORE LOGS WILL BE REQUIRED FOR EACH LOCATION.
 3. PULL TAPE SHALL BE INSTALLED INTO EACH EMPTY CONDUIT (COST ABSORBED).
 4. CONDUIT TO BE SEALED WITH DUCT SEALER ONCE CABLE IS INSTALLED. BLANK DUCT PLUGS SHALL BE INSTALLED IN EACH EMPTY CONDUIT.
 5. SAWCUT SIDEWALK AT EXISTING JOINTS AND REPLACE ENTIRE SECTION TO MATCH EXISTING MATERIAL. WHEN NEW SIDEWALK IS BEING CONSTRUCTED, CONDUIT, PULLBOX, AND POLE ARE TO BE INSTALLED BEFORE SIDEWALK IS POURED.
 6. TYPE I CONDUIT IS RIGID GALV. STEEL; TYPE IV CONDUIT IS PVC; FLEXIBLE CONDUIT AND ROLL PIPE ARE HDPE.
 7. ELECTRICAL SUBCONTRACTOR SHALL COORDINATE CONDUIT INSTALLATION WORK UNDER ROADWAY WITH ROADWAY CONSTRUCTION PHASING IN ORDER TO MINIMIZE JACKING.
 8. MATERIAL REMOVED THAT IS NOT SUITABLE FOR BACKFILL OR IS EXCESS SHALL BE DISPOSED OF BY THE CONTRACTOR (COST ABSORBED).
 9. CONDUIT WILL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT FROM CENTER TO CENTER OF PULL BOX AND/OR FOUNDATION. MEASUREMENT IN UNDERGROUND CONDUIT IS ONLY IN THE HORIZONTAL PLANE AND NO ADDITIONAL QUANTITY SHALL BE ADDED FOR CONDUIT DEPTH OR CHANGE IN ELEVATION OF THE CONDUIT. ANY ABOVE GROUND VERTICAL CONDUIT RUNS, AS INDICATED IN THE PLANS, SHALL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT.



COLLAR AND GRAVEL DETAIL

NOT TO SCALE



CONDUIT TRENCHING DETAIL

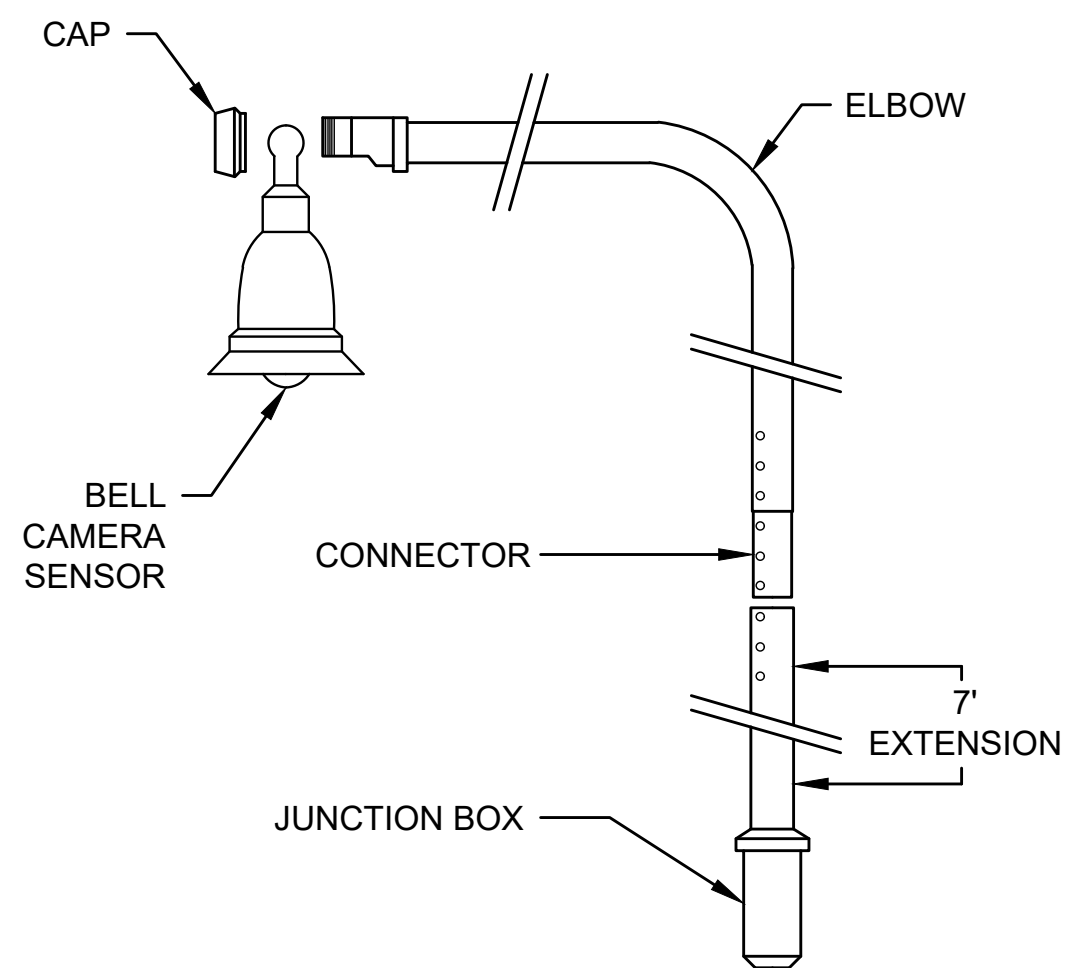
NOT TO SCALE

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Solutions you can build upon

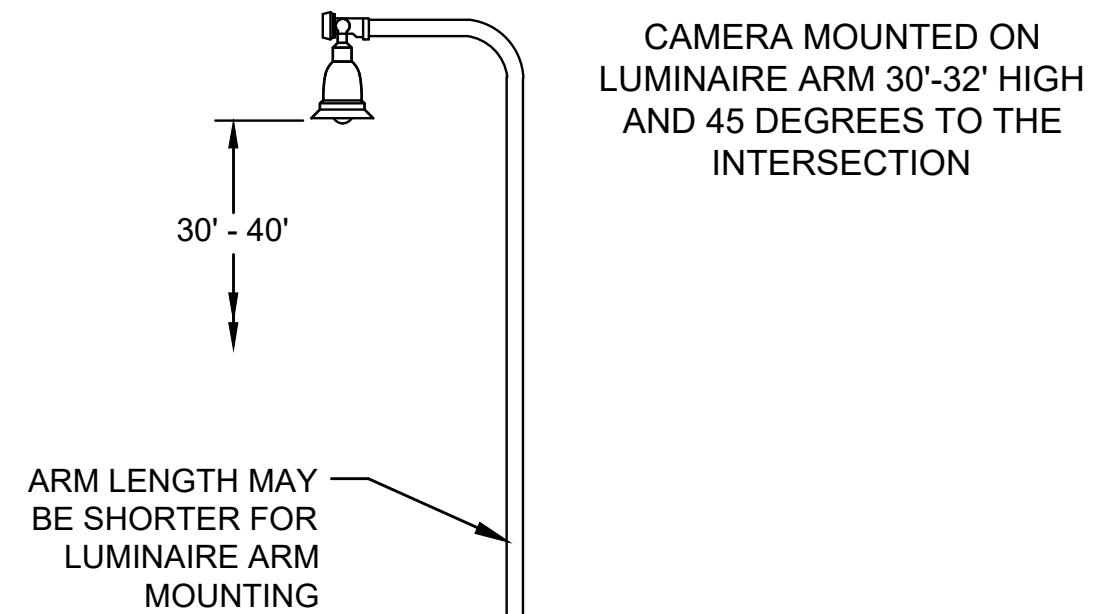
**PULL BOX AND
CONDUIT
TRENCHING
DETAILS**

WORKING NUMBER:
TSD-8

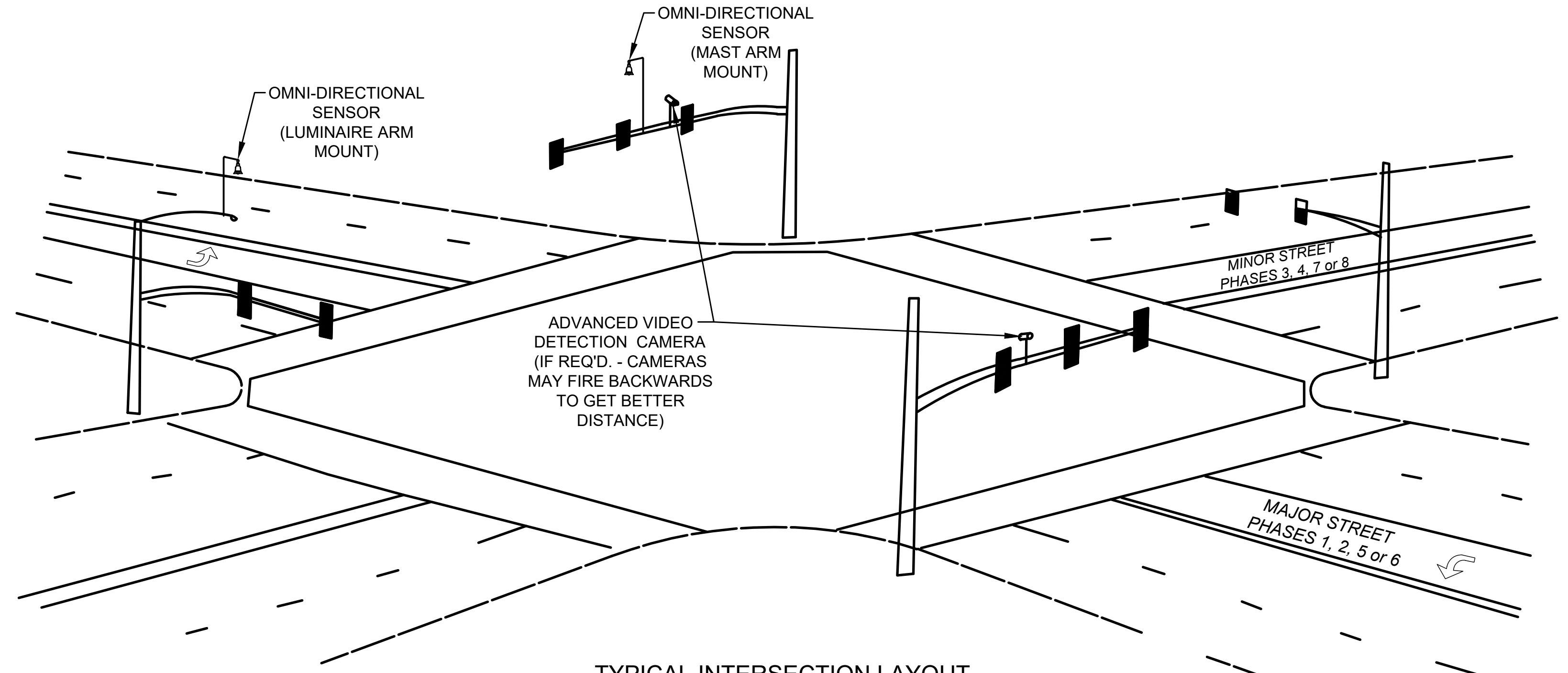
DRAWING NUMBER:
25



TYPICAL 2-SECTION POLE ASSEMBLY FOR VIVTDS SENOR MOUNTING
NOT TO SCALE



- NOTES:
1. CAMERA SHOULD BE MOUNTED AT LEAST 30' HIGH WHEN USING LUMINAIRE ARM AND NO LESS THAN 27' WHEN USING MAST ARM.
 2. MAST ARM MOUNTS ARE ONLY ACCEPTABLE IF THE CAMERA CAN BE LOCATED NEAR THE CENTER WITH NO OCCLUSION.
 3. CAMERA MUST BE LESS THAN 75' FROM THE INTERSECTION CENTER WHEN MOUNTED ON LUMINAIRE ARM WITH NO MORE THAN 150' FROM FURTHEST STOPBAR AND 50' ON MAST ARM WITH NO MORE THAN 100' FROM FURTHEST STOPBAR.
 4. CAMERA SHOULD BE LOCATED IN FRONT OF ALL STOPLINES WITH LEAST AMOUNT OF OCCLUSION.
 5. INSTALLER SHALL AIM FOR BEST "HEAD-ON" VIEW OF ALL APPROACHES.
 6. CAMERA RESISTANCE TO GROUND EQUAL TO OR LESS THAN 25 ohms.
 7. BELL CAMERA HAS APPROXIMATELY 150' TRACKING RADIUS MOUNTED ON MAST ARM, 200' ON LUMINAIRE ARM.

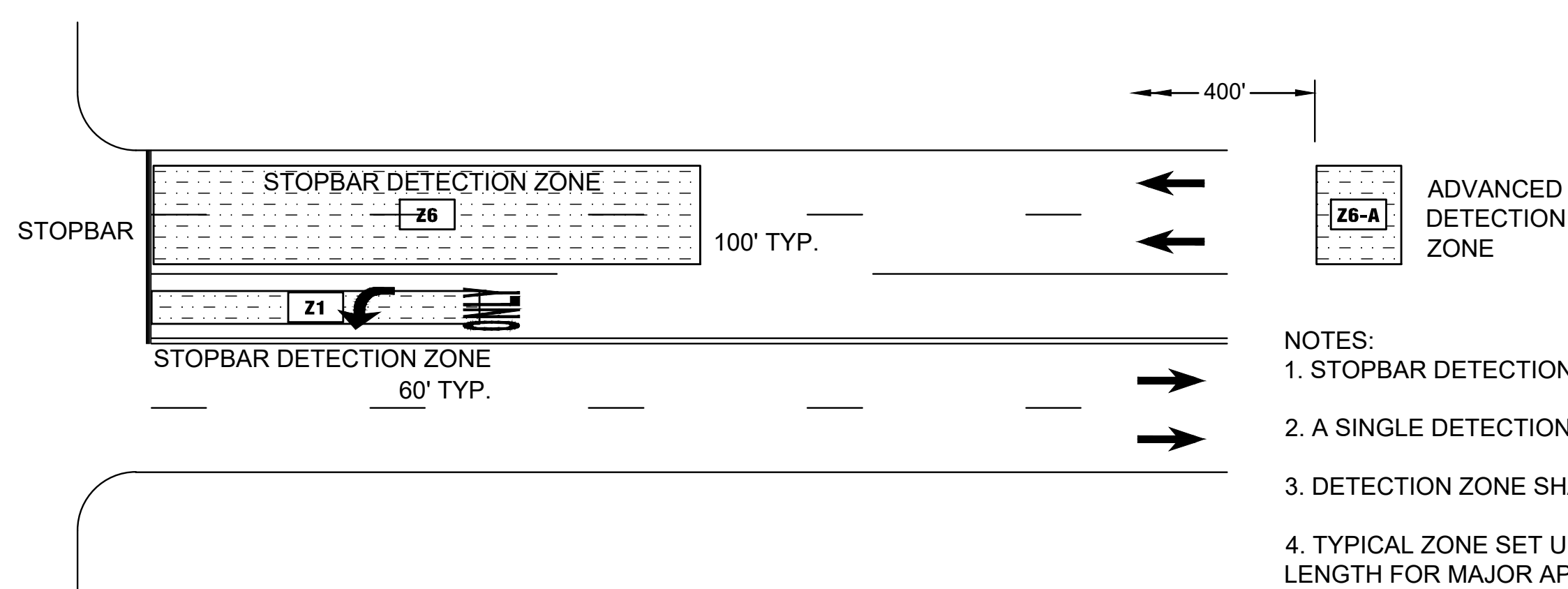
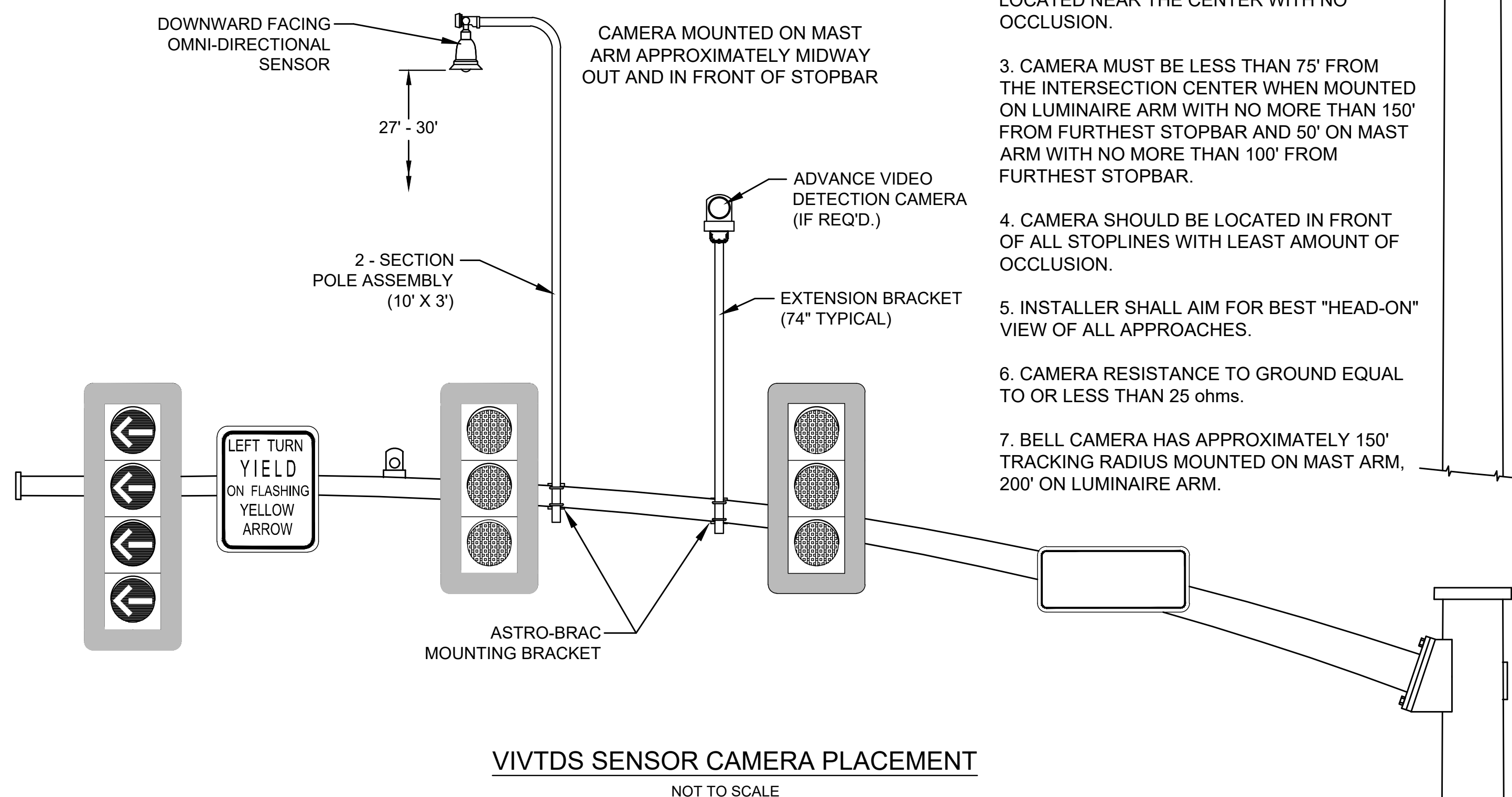


TYPICAL INTERSECTION LAYOUT
NOT TO SCALE

GENERAL NOTES:

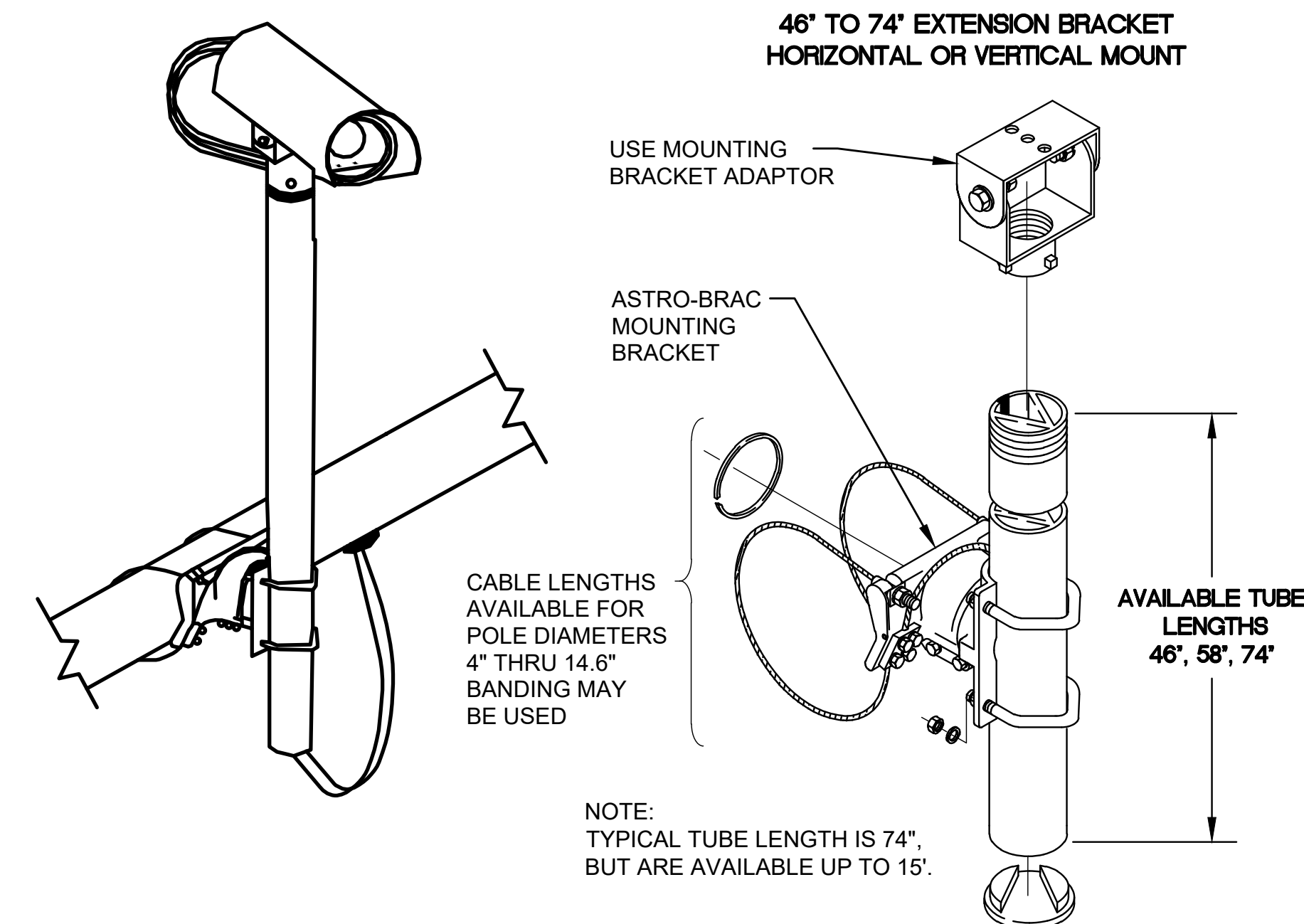
1. TYPE 3 VIDEO VEHICLE DETECTION (VIVTDS) WILL PROVIDE PRESENCE OR PULSE DETECTION OF VEHICLES, BICYCLES, AND PEDESTRIANS FOR TRAFFIC SIGNAL CONTROLLER INPUTS. TYPE 3 VIVTDS DETECTOR SHALL BE A SINGLE SENSOR HAVING A FISHEYE LENS FOR OMNIDIRECTIONAL VIEWING OF ROADWAY OR INTERSECTION. THE WORK SHALL CONSIST OF PROVIDING ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS NECESSARY TO FURNISH, INSTALL, AND TEST THE VIDEO VEHICLE DETECTION EQUIPMENT, COMPLETE AND READY FOR SERVICE. LARGER INTERSECTIONS MAY REQUIRE TWO CAMERAS. ADDITIONAL SENSORS MAY BE REQUIRED FOR ADVANCED DETECTION. THESE SENSORS MAY BE TRADITIONAL FIXED SENSORS INCORPORATED INTO THE VIVTDS SYSTEM.

2. INSTALL VIDEO DETECTION PROCESSOR UNIT(S) INSIDE CONTROLLER CABINET UNLESS OTHERWISE NOTED ON PLANS.
3. AIM THE CAMERA SO THE HORIZON IS NOT VISIBLE IN THE FIELD OF VIEW.
4. INSURE WATER -TIGHT CABLE ENTRY AND EXIT POINTS FOR CONNECTIONS.
5. CONTRACTOR TO USE MANUFACTURE'S SUPPLIED OR APPROVED CABLE, CONNECTIONS AND MOUNTING HARDWARE.
6. DETECTION SUPPLIER TO ASSIST CONTRACTOR WITH INFORMATION ON BEST MOUNTING POSITION (LOCATION ON ARM, MOUNTING HEIGHT, ETC.).
7. POWER AND VIDEO CABLE PROVIDED SHALL BE AS RECOMMENDED BY THE MANUFACTURER FOR OPTIMAL VIDEO DETECTION PERFORMANCE. THE POWER AND VIDEO CABLE MAY BE INSTALLED UNDER THE SAME OUTER JACKET. THE CABLES WILL BE MEASURED BY THE LINEAR FOOT, MEASURED HORIZONTALLY ALONG THE CONDUIT, MESSENGER CABLE OR MAST ARM AND VERTICALLY ALONG THE POLE.
8. SURGE PROTECTION DEVICES SHALL BE PROVIDED FOR ALL NEW OR ADDED VIDEO DETECTION DEVICES AS RECOMMENDED BY THE MANUFACTURER.
9. ALL DETECTION UNITS SHALL BE NETWORKABLE DEVICES AND BE ON THE MDOT / CITY NETWORK IF NOTED ON PLANS.



DETECTION ZONES
NOT TO SCALE

- NOTES:
1. STOPBAR DETECTION ZONES SHOULD BE APPROXIMATELY 3-4 CAR LENGTHS.
 2. A SINGLE DETECTION ZONE SHOULD COVER ALL LANES FOR EACH PHASE.
 3. DETECTION ZONE SHALL NOT OVERLAP.
 4. TYPICAL ZONE SET UP IS 60' IN LENGTH FOR SIDE STREETS AND TURN LANES, 100' IN LENGTH FOR MAJOR APPROACHES.
 5. ASSIGN PHASE INPUTS TO WIRED PHASES ONLY, i.e. STOP-LINE PRESENCE ZONES.
 6. THE FRONT OF THE STOPBAR ZONE (i.e. THE STOP LINE), SHALL BE NO MORE THAN 150' FROM THE CAMERA.
 7. THE FRONT OF THE ADVANCE ZONE SHALL BE NO MORE THAN 400' FROM THE CAMERA.



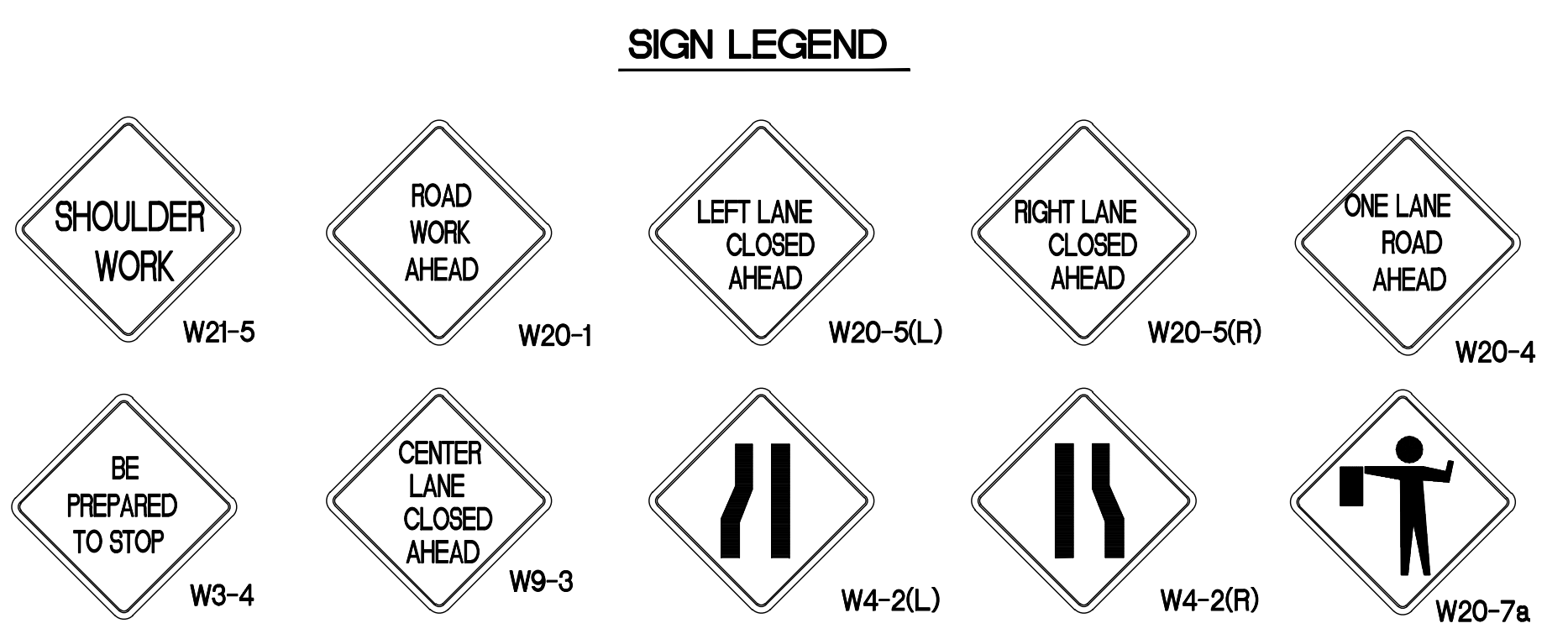
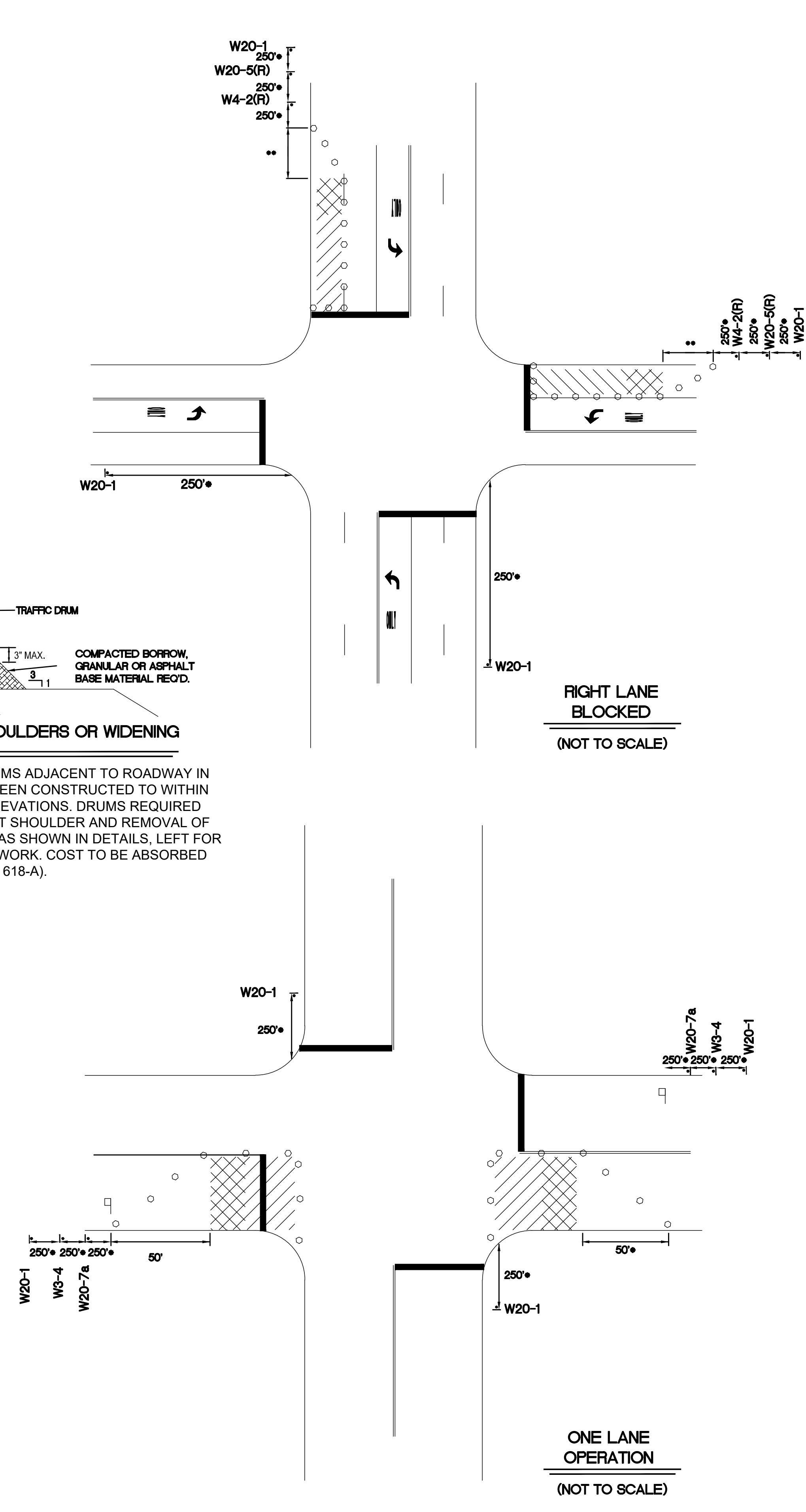
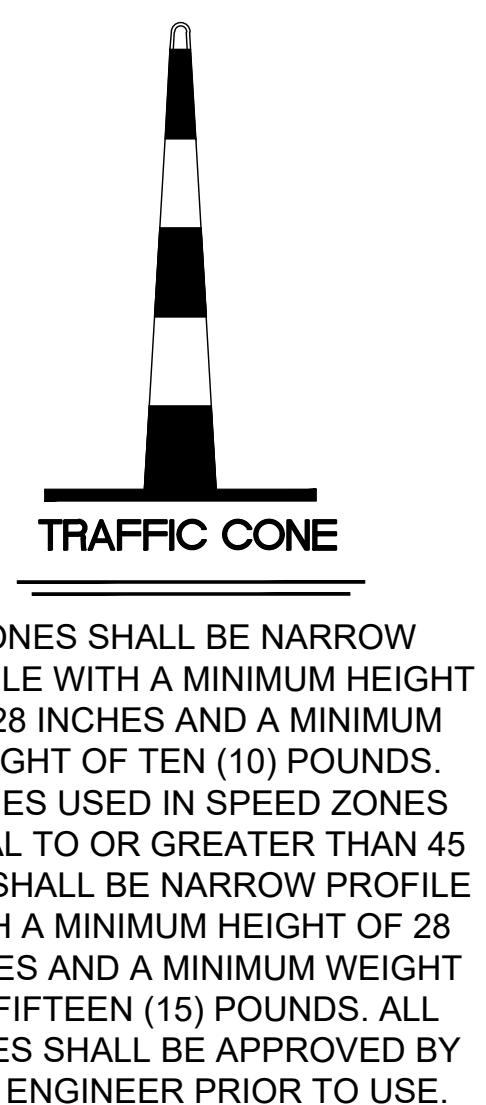
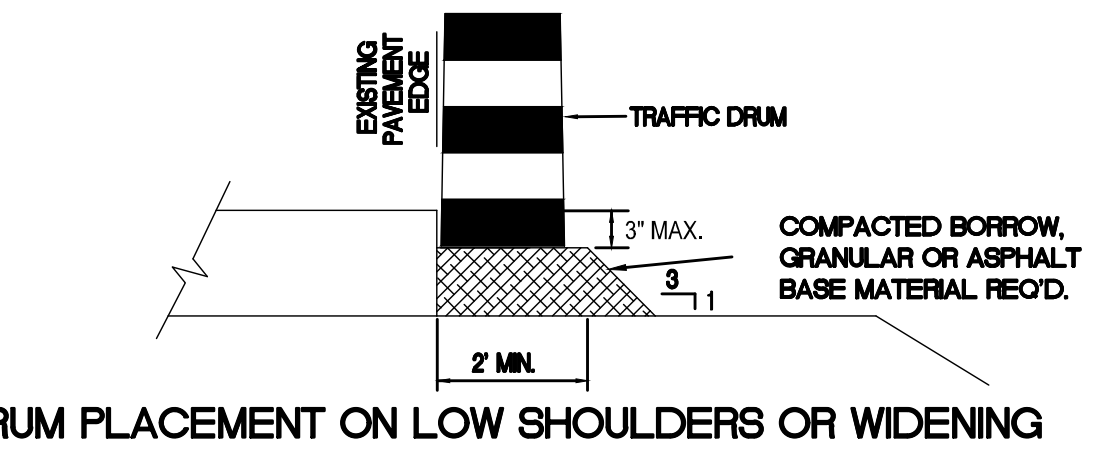
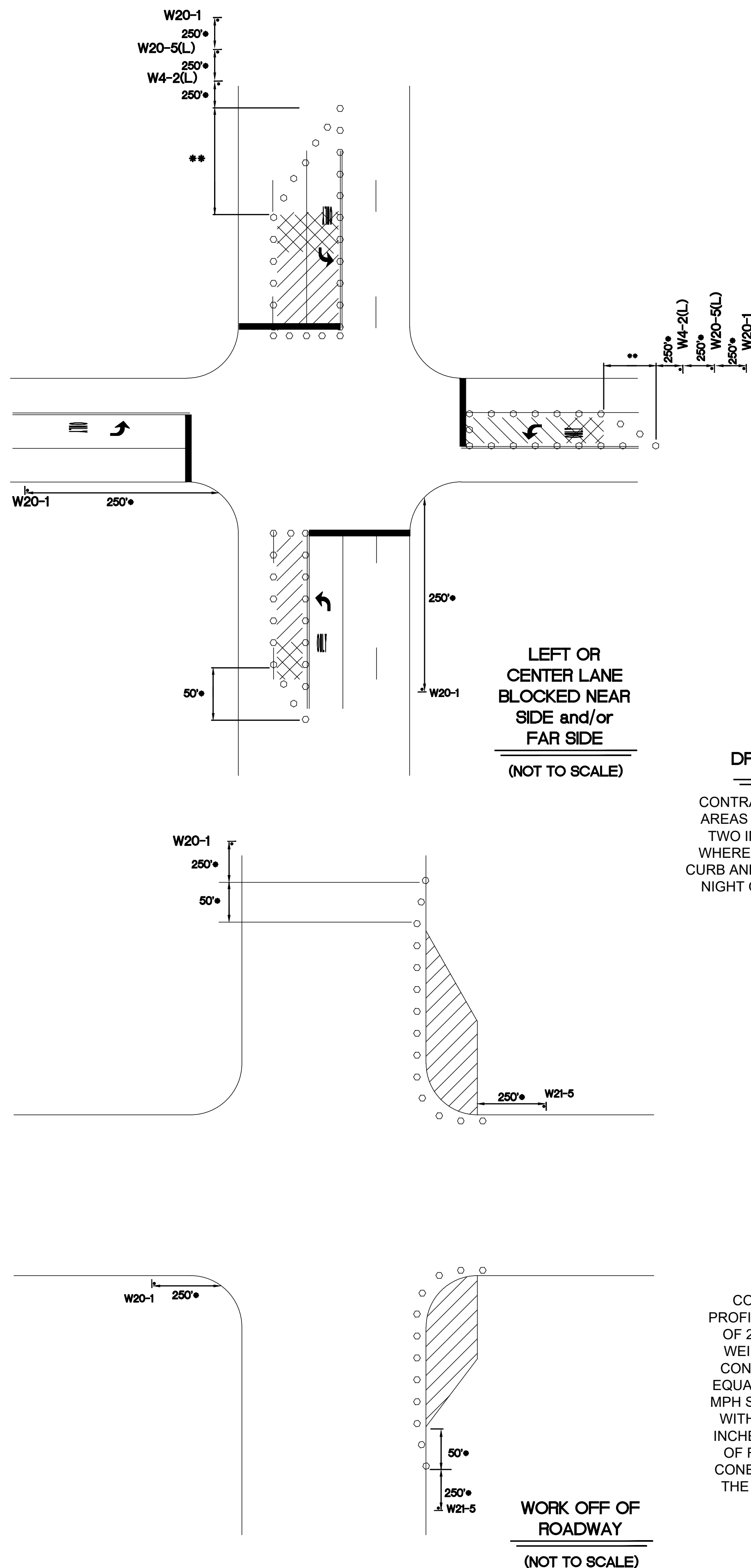
ADVANCED VIDEO DETECTION EXTENSION BRACKET
NOT TO SCALE

NEEL-SCHAFER
Solutions you can build upon

**VIDEO/MULTISENSOR
DETECTION
INSTALLATION FOR
TRAFFIC SIGNALS**

WORKING NUMBER: TSD-9GS	DRAWING NUMBER: 26
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- GENERAL NOTES:
1. ADDITIONAL ADVANCE WARNING SIGNS MAY BE NECESSARY. ANY ADDITIONAL SIGNS SHOULD BE INCLUDED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.
 2. POST MOUNTED SIGNS SHALL HAVE A 7' MINIMUM MOUNTING HEIGHT.
 3. PAYMENT FOR ALL SIGNS, CONES, DRUMS, CONCRETE BARRIERS, STEEL PLATES AND OTHER MATERIALS, BARRICADES, LABOR AND INCIDENTALS REQUIRED TO IMPLEMENT THE TRAFFIC CONTROL PLAN SHALL BE INCLUDED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.
 4. APPROACH SIDE TRAFFIC CONTROL TO BE USED WHEN WORK OCCURS ON EITHER THE APPROACH SIDE OR THE FAR SIDE OF THE INTERSECTION. FAR SIDE TRAFFIC CONTROL IS NOT NEEDED WHEN WORK IS CONFINED TO THE APPROACH SIDE ONLY.
 5. FOR A DIVIDED HIGHWAY SITUATION, A SECOND SET OF ADVANCE WARNING SIGNS SHALL BE ERECTED IN MEDIAN AREA (8' MIN. MEDIAN WIDTH REQUIRED).

- LEGEND
- DRUMS (30' MAXIMUM SPACING) - CONES SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF TEN (10) POUNDS. CONES USED IN SPEED ZONES EQUAL TO OR GREATER THAN 45 MPH SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF FIFTEEN (15) POUNDS. ALL CONES SHALL BE APPROVED BY THE ENGINEER PRIOR TO USE.
 - W20-1 + FLAGGER WITH PADDLE - 18" STOP/SLOW PADDLES ACCEPTED AS PROPER TRAFFIC CONTROL DEVICES SHALL BE USED. HAND HELD FLAGS SHALL NOT BE FOR FLAGGING OPERATION.

	WORK AREA		BUFFER AREA
*	CONSIDERED MINIMUM DISTANCE - ENGINEER TO DETERMINE APPROPRIATE SPACING IN THE FIELD		
**	SPEED LIMIT	BUFFER	TAPER LENGTH (Feet)
	M.P.H.	FEET	(Per 12' Lane Shift)
	20	115	80
	25	155	125
	30	200	180
	35	250	245
	40	305	320
	45	360	540
	50	425	600
	55	495	660
	60	570	720
	65	645	780
	70	730	840

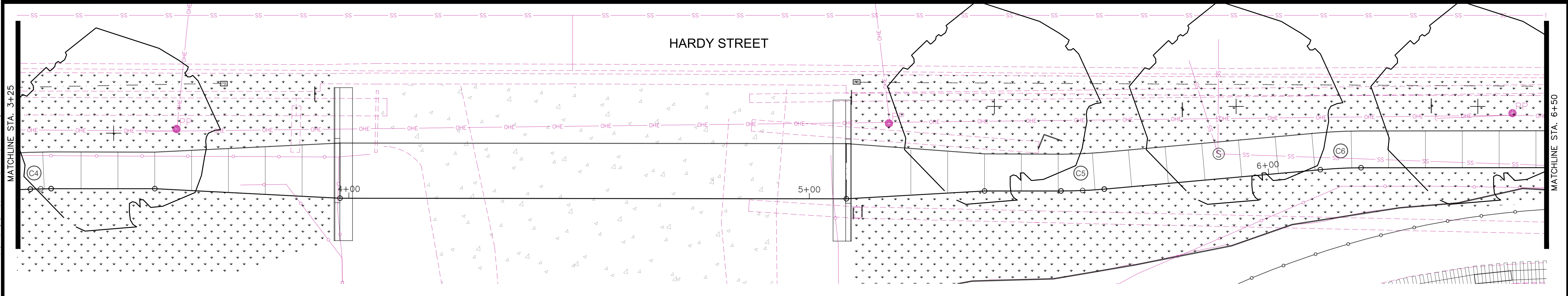
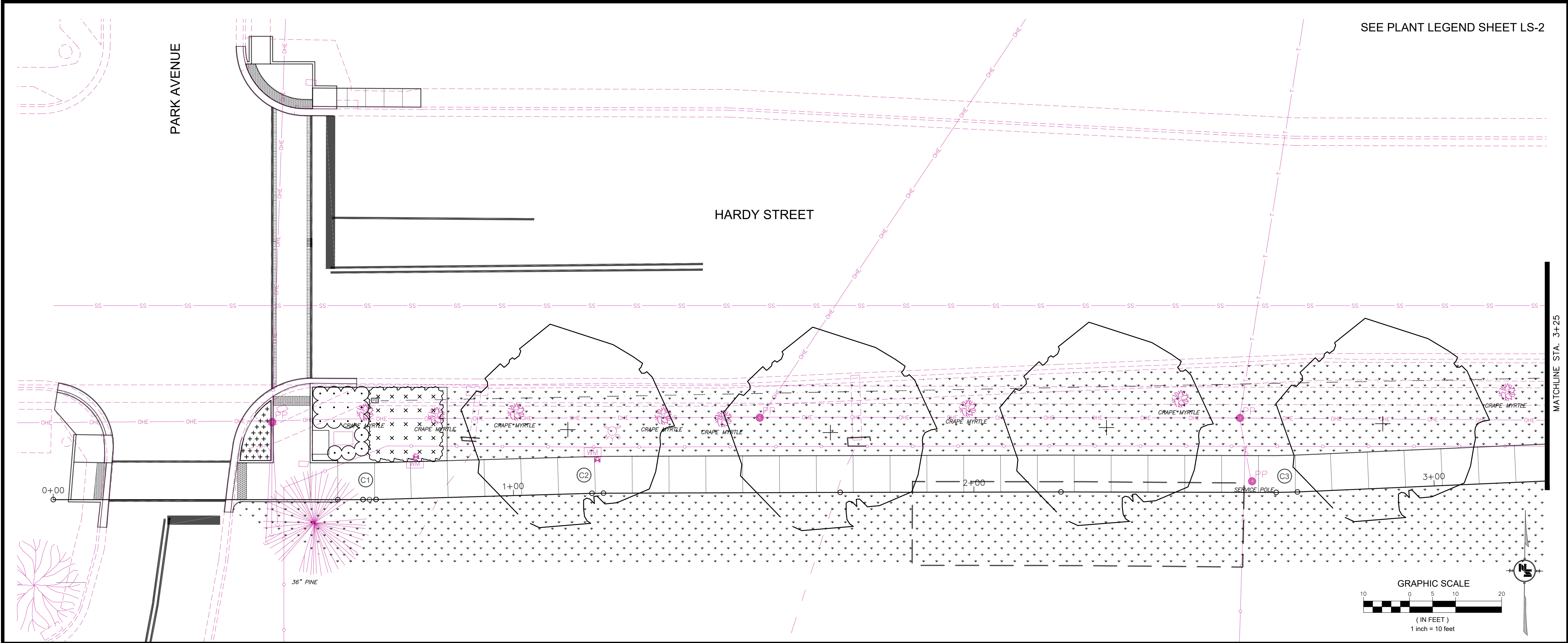


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Solutions you can build upon

TRAFFIC CONTROL PLAN
(TYPICAL SIGNAL INSTALLATION)

WORKING NUMBER:
TSD-10

DRAWING NUMBER:
27



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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION		
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				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: GPC	DATE: 05/2022
				DRWN: PAN	DATE: 05/2022
				CHKD:	DATE:
				QA/QC:	DATE:

FTA SIDEWALKS PROJECT

HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG

HATTIESBURG, MS

FORREST COUNTY



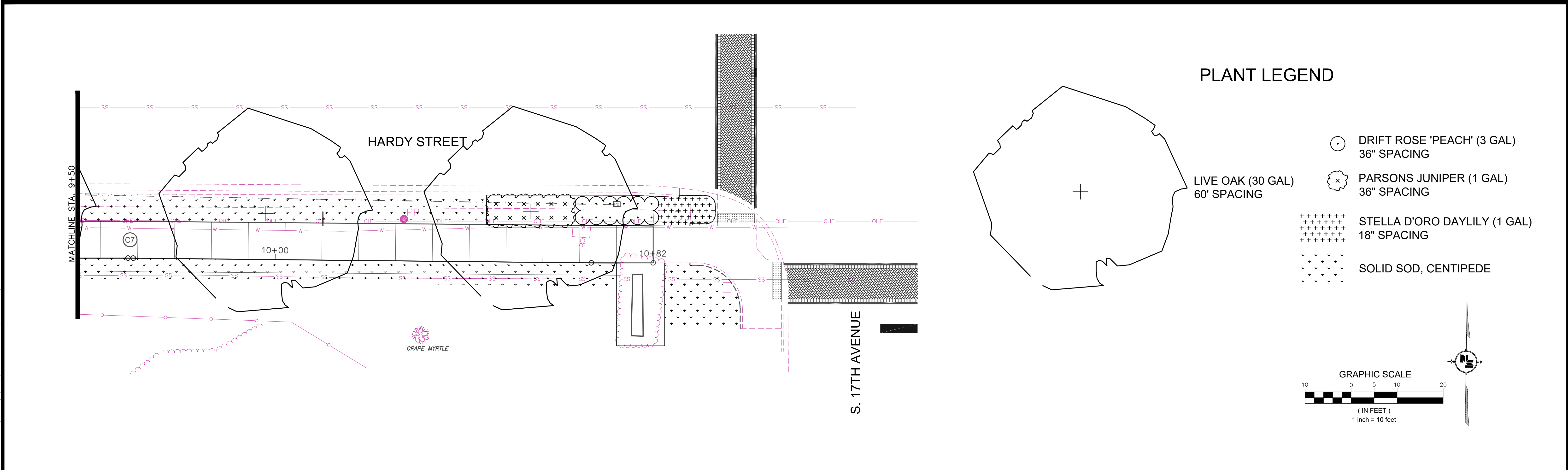
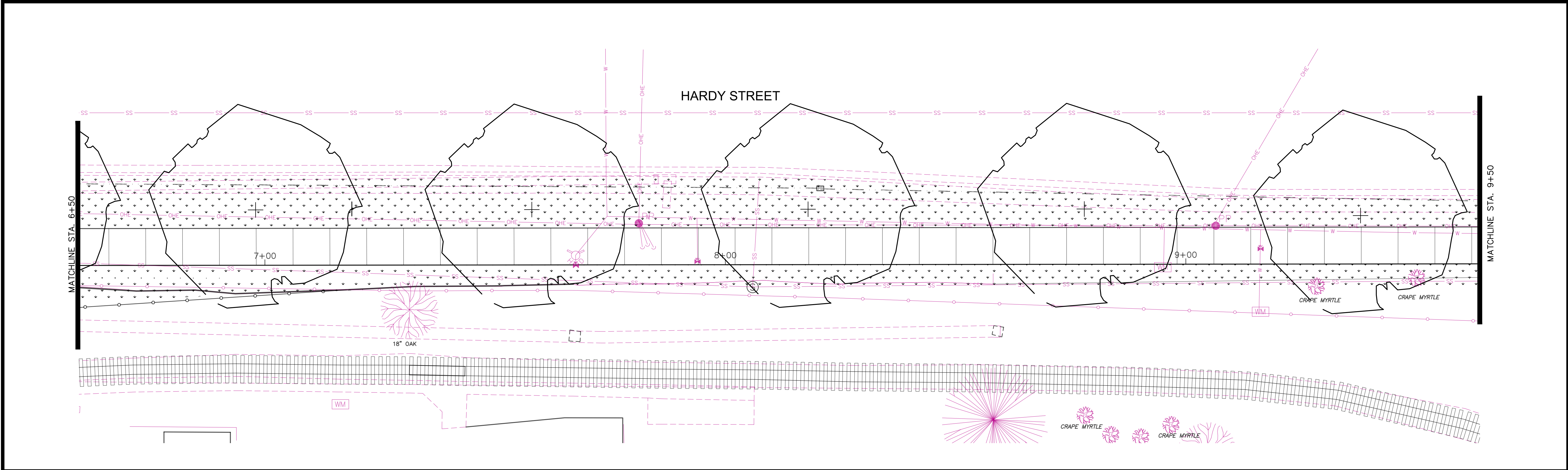
NEEL-SCHAFER

Solutions you can build upon

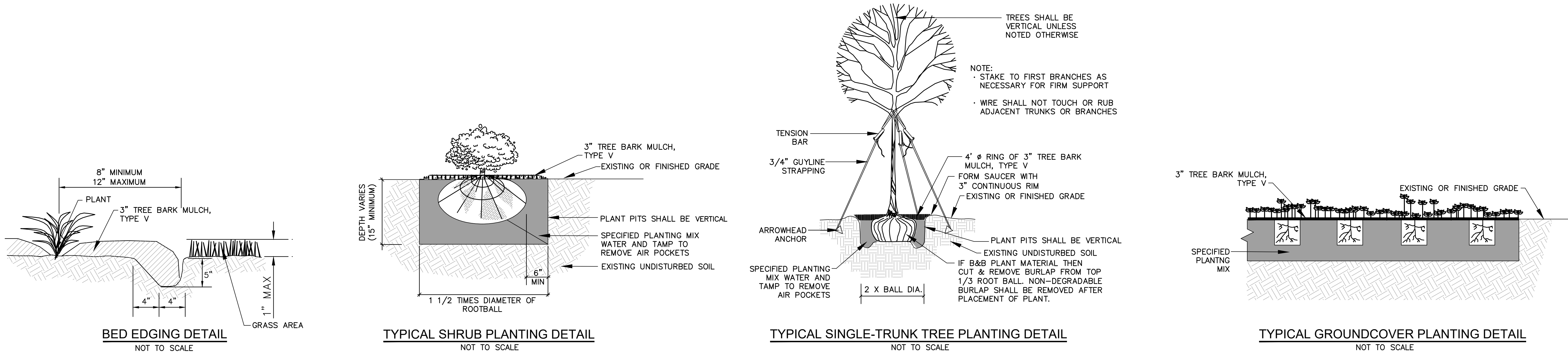
LANDSCAPE PLAN

B.O.P. TO STA. 6+50

WORKING NUMBER:	DRAWING NUMBER:
LS-1	28



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		FTA SIDEWALKS PROJECT HARDY STREET - KAMPER PARK CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		LANDSCAPE PLAN STA. 6+50 TO E.O.P.	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16258			WORKING NUMBER:	DRAWING NUMBER:
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					SCALE: 1" = 10'				
					SURVEYED BY: CLEARPOINT ENGINEERS				
					DSGN: GPC	DATE: 05/2022			
					DRWN: PAN	DATE: 05/2022			
					CHKD:	DATE:			
					QA/QC:	DATE:			



LANDSCAPE QUANTITIES & VEGETATION SCHEDULE – HARDY STREET								
LANDSCAPE ITEMS		QTY	SIZE/UNIT	SEASONAL APPLICATIONS–DATES & RATES				REQUIREMENTS
				SPRING & SUMMER		FALL & WINTER		
PAY ITEM	ITEMS			RATES	DATES	RATES	DATES	
211–C	TOPSOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	8	CU. YD.	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	3" IN BED PREP AREAS; ANY SOIL BROUGHT TO SITE MUST BE CONSIDERED STERILE AND WEED SEED FREE
216–B	SOLID SOD, CENTIPEDE	2325	SQ. YD	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	GROWER CERTIFICATION REQ'D
219–A	WATERING		KGAL	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	AS DETERMINED BY CONTRACTOR
230–A	SHRUB PLANTING, DAYLILY, (1) GAL	62	1 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 18" OC SPACING
230–A	SHRUB PLANTING, PARSONS JUNIPER, (1) GAL	37	1 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 36" OC SPACING; 'PARSONS' VARIETY REQD.
230–A	SHRUB PLANTING, DRIFT ROSE "PEACH", (3) GAL	28	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 36" OC SPACING; 'PEACH' VARIETY REQD.
230–B	TREE PLANTING, LIVE OAK, (30) GAL	15	30 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; ~60' SPACING; FULL CANOPY; 10' HEIGHT (MIN.) / 4' WIDTH (MIN.); 5' CLEAR TRUNK REQUIRED
230–D	BED PREPARATION	850	SQ. FT.	PER SQ. FT.	NOT APPLICABLE	PER SQ. FT.	NOT APPLICABLE	APPLIED TO AREAS SHOWN IN PLANS TO RECEIVE SHRUB, GROUNDCOVER AND TREE PLANTING; ADD 2" TREE BARK MULCH TYPE III AND ROTO–TILL INTO EXISTING SOIL TO A MINIMUM DEPTH OF 6"; APPLY 3" TREE BARK MULCH TYPE V; MULCH TYPES III & V ABSORBED
232–A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	202	EACH	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	5 PER 30 GALLON (75); 1 PER 3/1 GALLON (127)
233–A	TREE BARK MULCH, TYPE III	2	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	0.1 CY PER TREE PLANTING OUTSIDE OF BED AREA
233–A	TREE BARK MULCH, TYPE V	2	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	3" DEPTH IN 4' D RING PER TREE PLANTING OUTSIDE BED AREA
907–258–PP	HERBICIDE TREATMENT, PER PLANS	1030	SF	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	BED PREP AREA & TREE RINGS AS DIRECTED; SEE WEED CONTROL NOTES BELOW
ABSORBED	SOIL TEST	1						REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS; COST ABSORBED IN BED PREP PAY ITEM
ABSORBED	MOISTURE ABSORBANT CRYSTALS	217	OZ	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	6 OZ PER 30 GALLON (90); 1 OZ PER 3/1 GALLON (127); COST ABSORBED IN INDIVIDUAL TREE AND SHRUB PAY ITEMS
ABSORBED	SELECTIVE, PRE–EMERGENCE HERBICIDE	4	LB	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	2 GRAM PER SQUARE FEET OF BED PREPARATION AREA (1,700); COST ABSORBED IN BED PREP PAY ITEM

ALL PLANT MATERIAL SHALL MEET THE MINIMUM STANDARDS FOR SPECIFIED CONTAINER SIZE AS DETERMINED BY THE AMERICAN STANDARD FOR NURSERY STOCK.

WEED CONTROL NOTES:

1. CONTRACTOR TO PERFORM ON SITE WEED CONTROL ASSESSMENTS EVERY TWO WEEKS (AT A MINUMUM) DURING THE DURATION OF THE GROWTH AND COVERAGE PERIOD.
2. CONTRACTOR TO SUBMIT FINDINGS OF WEED CONTROL ASSESSMENTS BACK TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
3. IF ASSESSMENT FINDS THE PRESENCE OF UNWANTED WEEDS, CONTRACTOR TO FORMULATE AND SUBMIT SPRAY SCHEDULE TO LANDSCAPE ARCHITECT IN ACCORDANCE WITH SUGGESTED SPRAY SCHEDULE (SEE THIS SHEET)..
4. CONTRACTOR IS RESPONSIBLE FOR RESEARCHING AND BEING FAMILIAR WITH HERBICIDE PRODUCTS AND POTENTIAL RISKS.
5. LIQUIDATED DAMAGES WILL BE CHARGED UNLESS CONTRACT REQUIREMENTS ARE MET – REFERENCE SECTION 210 – ROADSIDE DEVELOPMENT
6. FOR ADDITIONAL REQUIREMENTS SEE SECTION 230.03.14 WITH REGARDS TO PLANT ESTABLISHMENT

WEED CONTROL SCHEDULE (SUGGESTED SPRAY SCHEDULE):

INITIAL APPLICATION – PRE EMERGENT HERBICIDE REQ'D AT TIME OF PLANTING. (SURFLAND, BARRACADE, SNAPSHOT, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTOERS RECOMMENDATIONS
DURATION OF CONTRACTOR GROWTH AND COVERAGE PERIOD – AS NEEDED SPRAYINGS (EVERY TWO WEEKS MIN.) OF POST EMERGENT HERBICIDE ARE REQUIRED DURING MAINTENANCE PERIOD IF DEEMED NECESSARY BY LANDSCAPE ARCHITECT, AFTER WEED CONTROL ASSESSMENT REVIEW
AS NEEDED SPRAY APPLICATIONS – (IMAGE, CERTAINTY, GOAL, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTURERS RECOMMENDATIONS.

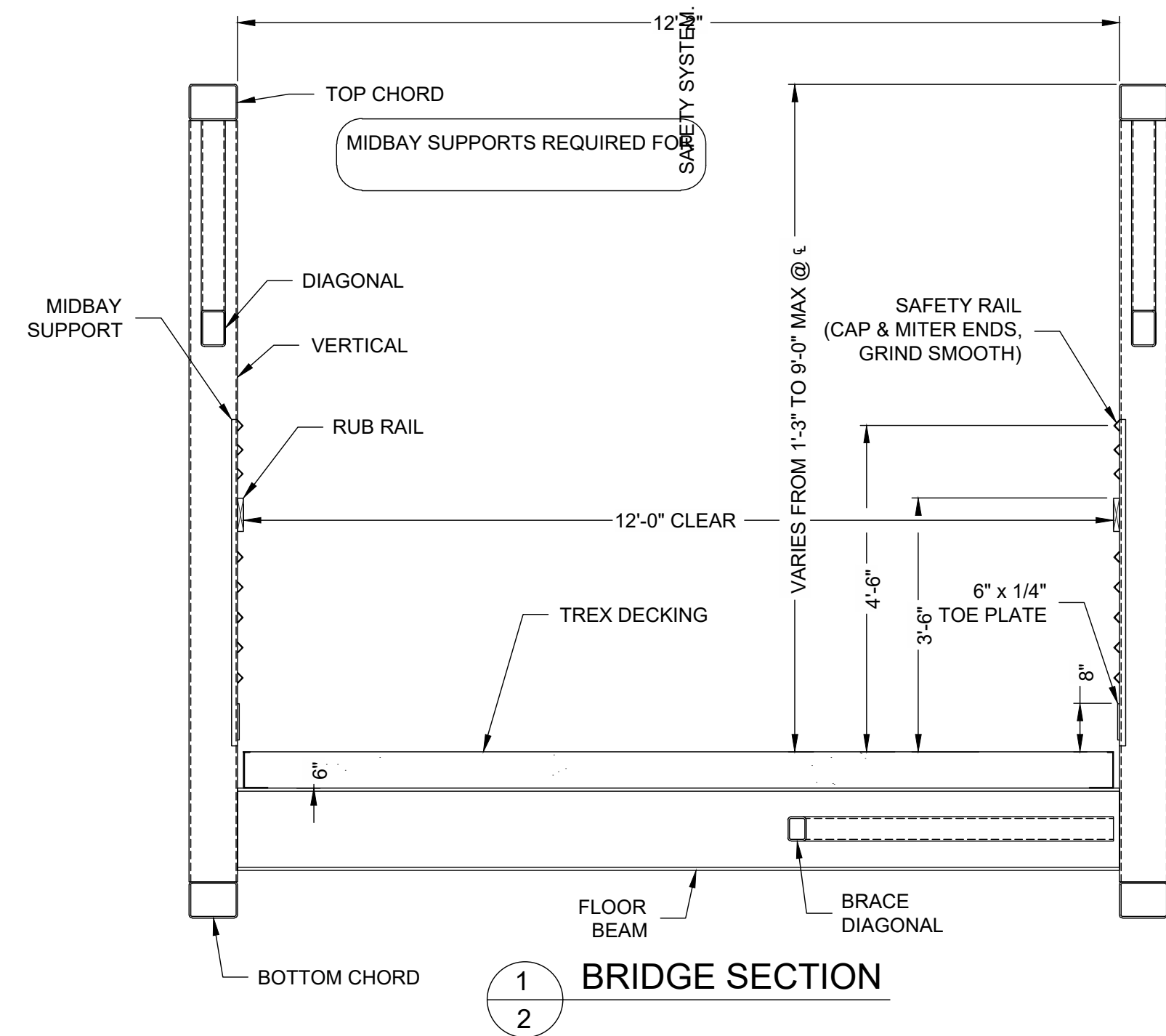
5/27/2023 1:57 PM c:\68020\hattiesburg\6258 (no sidewalk) landscape design\Neel-Schaffer & 17th\6258_Ls-Park & 17th.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		FTA SIDEWALKS PROJECT HARDY STREET - KAMPER PARK CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NEEL-SCHAFFER Solutions you can build upon	LANDSCAPE DETAILS & VEGETATION SCHEDULE	
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					QA/QC:	DATE:					



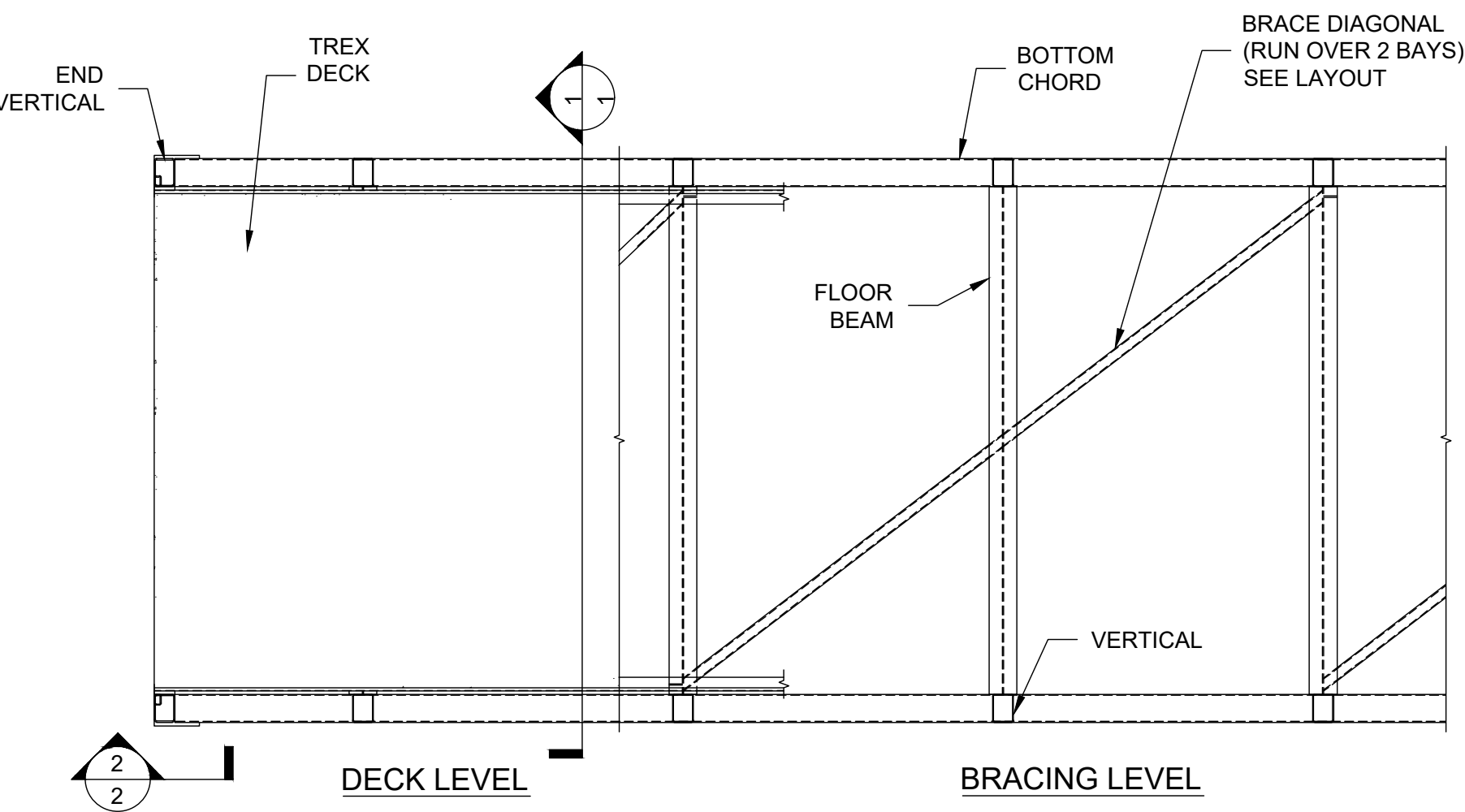
GENERAL NOTES

1. DESIGN PROCEDURE IS IN ACCORDANCE WITH "STANDARD SPECIFICATION FOR HIGHWAY BRIDGES", 2014 (7TH EDITION) & "GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES", 2009 (INCLUDING 2015 INTERIM REVISIONS) BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO).
2. BRIDGE MEMBERS ARE FABRICATED FROM HIGH STRENGTH, LOW ALLOY, ENHANCED ATMOSPHERIC CORROSION RESISTANT ASTM A847 COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING, AND ASTM A588, ASTM A606, OR ASTM A709-50W PLATE AND STRUCTURAL SHAPES (Fy=50,000 PSI).
3. DECK SURFACE SHALL BE TREX DECK SYSTEM. CONTRACTOR TO PROVIDE COLOR SELECTION TO ENGINEER AND OWNER.
4. THE GAS METAL ARC WELDING PROCESS OR FLUX CORED ARC WELDING PROCESS WILL
5. ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE
6. UNLESS OTHERWISE NOTED, WELDED CONNECTIONS SHALL BE FILLET WELDS (OR HAVE THE EFFECTIVE THROAT OF A FILLET WELD) OF A SIZE EQUAL TO THE THICKNESS OF THE
 - A. BOTH ENDS OF VERTICALS, DIAGONALS, AND FLOOR BEAMS SHALL BE WELDED ALL AROUND.
 - B. BRIDGE DIAGONALS WILL BE WELDED ALL AROUND.
 - C. MISCELLANEOUS NON-STRUCTURAL MEMBERS (DEFINED AS MEMBERS WITH CONNECTION WELDS NOT SPECIFICALLY DETAILED) WILL BE STITCH WELDED TO THEIR SUPPORTING MEMBERS, BUTT WELDED AT SHOP SPlice LOCATIONS, AND ARE TO BE EXEMPT FROM THE REQUIREMENTS OF AWS D1.1.
7. BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PRODUCE MAXIMUM CRITICAL MEMBER STRESSES.
 - A. 90 PSF UNIFORM LIVE LOADING ON THE FULL DECK AREA
 - THE VEHICLE SHALL BE POSITIONED SO AS TO PRODUCE THE MAXIMUM STRESSES IN EACH MEMBER, INCLUDING DECKING.
 - B. (160 MPH) WIND LOADING APPLIED TO THE VERTICAL PROJECTION OF STRUCTURE IN ACCORDANCE WITH AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORT FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS SECTION 3.8, 5TH EDITION.
 - C. 20 PSF UPWARD FORCE APPLIED AT THE WINDWARD QUARTER POINT OF THE TRANSVERSE BRIDGE WIDTH (AASHTO 3.8.2).
8. CLEANING: ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACES PREPARATION SPECIFICATIONS
9. MINIMUM MATERIAL THICKNESS OF 1/4" ON ALL STRUCTURAL MEMBERS.
10. WELD TENSILE REQUIRED. SEE QUALITY ASSURANCE NOTES FOR DETAILS.
11. BRIDGE FINISH SHALL BE WEATHERED STEEL.

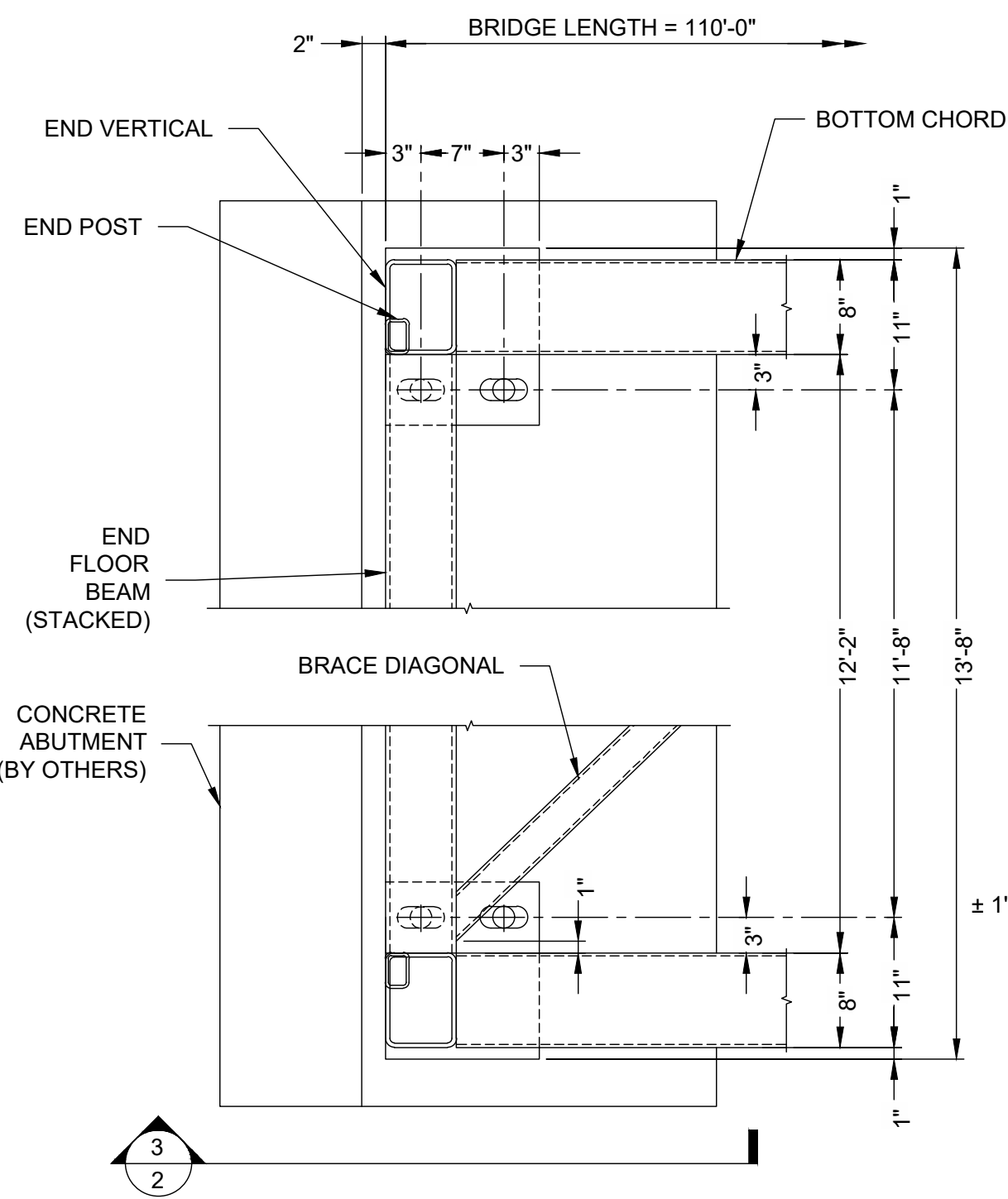


SPACING OF SAFETY SYSTEM
PRODUCES OPENINGS OF LESS
THAN 4" UP TO A HEIGHT OF 54"
FROM TOP OF DECK.

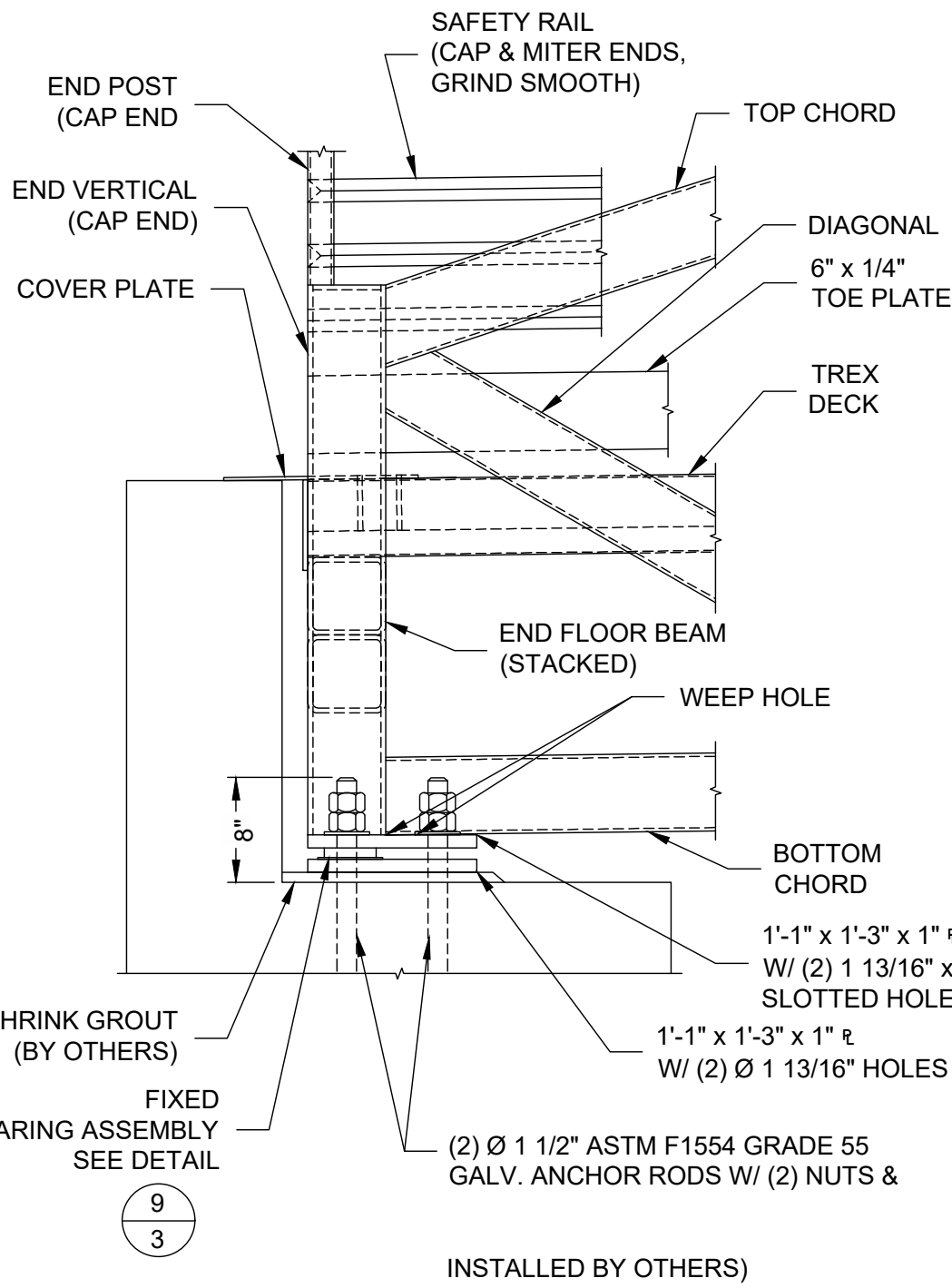
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					CHKD:	DATE:
					QA/QC:	DATE:
FTA SIDEWALKS PROJECT HARDY STREET - KAMPER PARK CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY						
 NEEL-SCHAFER Solutions you can build upon						
BRIDGE DETAILS						
WORKING NUMBER: BD-1			DRAWING NUMBER: 31			



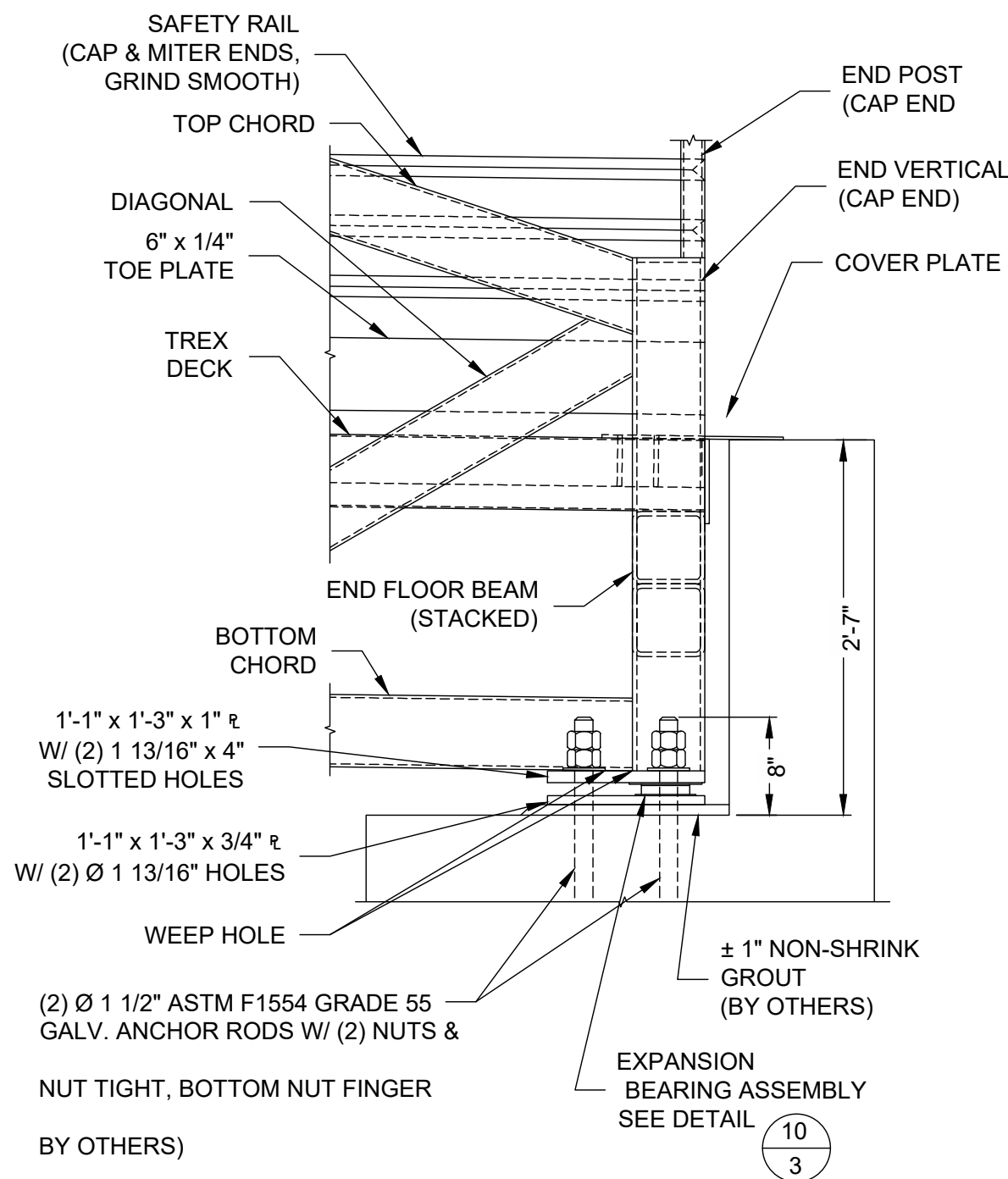
BRIDGE PLAN



BEARING ASSEMBLY - PLAN VIEW



FIXED



EXPANSION

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					CHKD:	DATE:
					QA/QC:	DATE:

FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



BRIDGE DETAILS

WORKING NUMBER:
BD-2

DRAWING NUMBER:
32

TEST PILE SCHEDULE			
ABUT.	MIN. LENGTH FEET	ULTIMATE BEARING TONS	TIP ELEVATION
West	35	55	136

NOTE:
TEST PILE RESULTS FOR ALL BENTS MUST BE SUBMITTED TO THE ENGINEER BEFORE PERMANENT PILE LENGTHS WILL BE RECOMMENDED.

PILE NOTES:

PILING QUANTITIES ARE ESTIMATED ONLY AND SHALL NOT BE USED TO ESTIMATE LENGTHS OF TEST PILES.
TEST PILES SHALL BE DRIVEN AS PERMANENT PILES AT THE LOCATION SHOWN IN THE TEST PILE SCHEDULE AND WILL BE PAID FOR AS TEST PILES ONLY.
THE ENGINEER MAY AUTHORIZE TEST PILES DRIVEN OUTSIDE THE STRUCTURAL LIMITS.
TEST PILES SHALL BE DRIVEN AS A CONTINUOUS OPERATION, TO THE ULTIMATE BEARING CAPACITY AND THE MINIMUM TIP ELEVATION SHOWN IN THE TEST PILE SCHEDULE, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. IF A TEST PILING DOES NOT ACHIEVE TEST PILE BEARING WITHIN TEN FEET BELOW THE SPECIFIED TEST PILE MINIMUM TIP ELEVATION, THE ENGINEER SHALL BE NOTIFIED PRIOR TO ANY FURTHER TEST PILING BEING DRIVEN. AFTER REVIEW OF THE TEST PILE REPORT, THE ENGINEER WILL THEN DETERMINE WHETHER OR NOT TO REQUIRE A LOAD TEST. LOAD TESTS, WHEN REQUIRED, WILL BE PAID FOR AS SET FORTH IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.
TEST PILE REPORTS SHALL BE SUBMITTED TO THE ENGINEER AND APPROVED PRIOR TO ORDERING PERMANENT PILE LENGTHS.
PERMANENT PILES SHALL BE DRIVEN TO AN ELEVATION NO HIGHER THAN THE ELEVATION SHOWN IN THE REQUIRED ULTIMATE PILE BEARING CAPACITY AND MINIMUM TIP ELEVATION SCHEDULE. WHEN FEASIBLE, BEARING PILES SHALL BE DRIVEN FULL LENGTH AND BE SPICED, ONLY, AS APPROVED BY THE ENGINEER.
WHEN LOADING TESTS ARE REQUIRED, THE MAXIMUM TEST LOAD SHALL BE THE REQUIRED ULTIMATE PILE BEARING CAPACITY SHOWN IN THE TABLE.
ALL PILES SHALL BE HP14X73 A.S.T.M. A709 GRADE 50.
WELDING SHALL BE DONE BY THE ELECTRIC ARC PROCESS. WELDERS SHALL BE CERTIFIED AND ELECTRODES SHALL BE APPROVED.
PILE LENGTHS SHALL BE PROVIDED BASED ON THE RESULTS OF THE TEST PILES.
THE REQUIRED ULTIMATE PILE BEARING SHOWN IN THE REQUIRED ULTIMATE PILE BEARING CAPACITY AND TIP ELEVATION SCHEDULE INCLUDES THE LRFD RESISTANCE FACTOR AS SHOWN IN THE SCHEDULE.
THE NOMINAL PILE DRIVING RESISTANCE SHALL BE CALCULATED USING THE FHWA GATES FORMULA AS SHOWN IN AASHTO SECTION 10.7.3.8.5 AND BELOW:

$$R_{ndr} = 1.75 \sqrt{E_d} \text{LOG}_{10} (10N_b) - 100$$

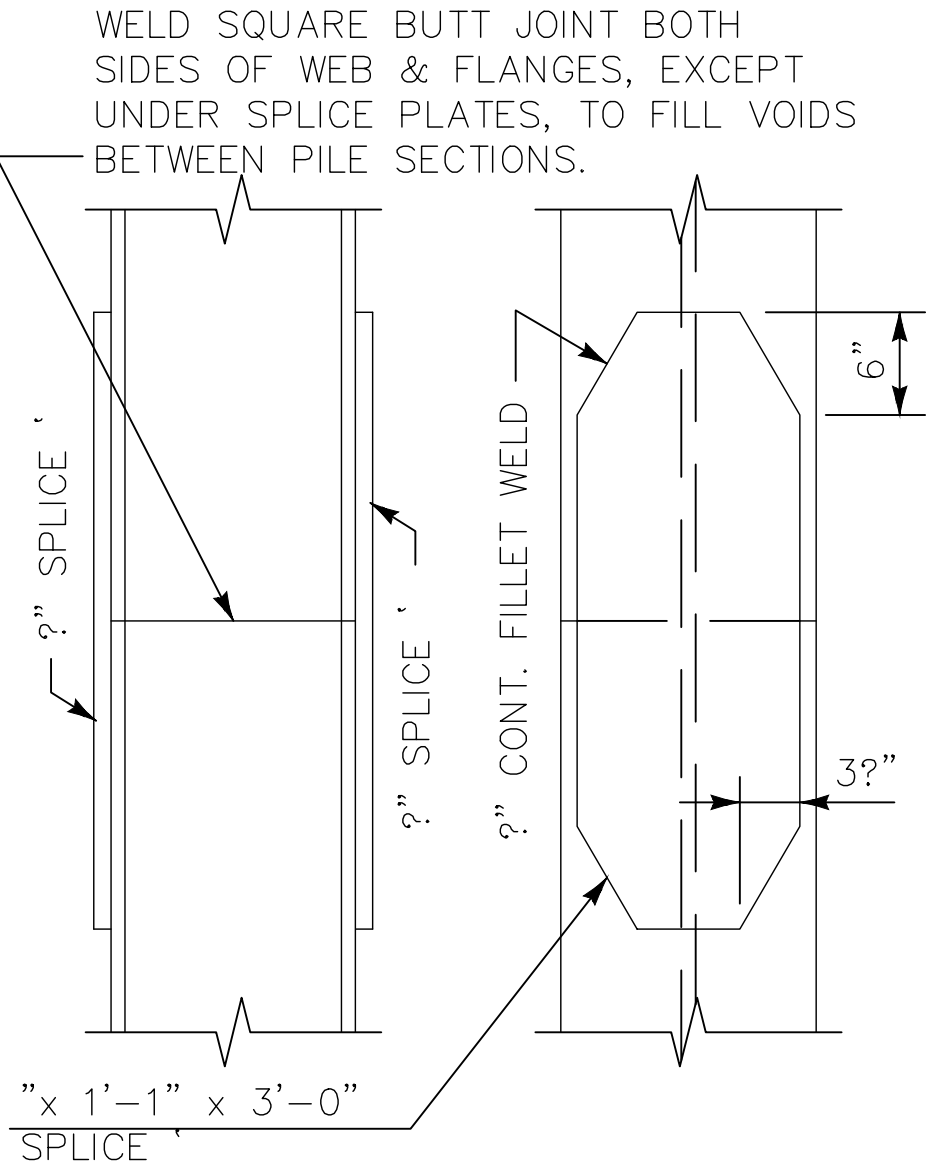
WHERE:

R_{ndr} = NOMINAL DRIVING RESISTANCE MEASURED DURING PILE DRIVING (KIPS)

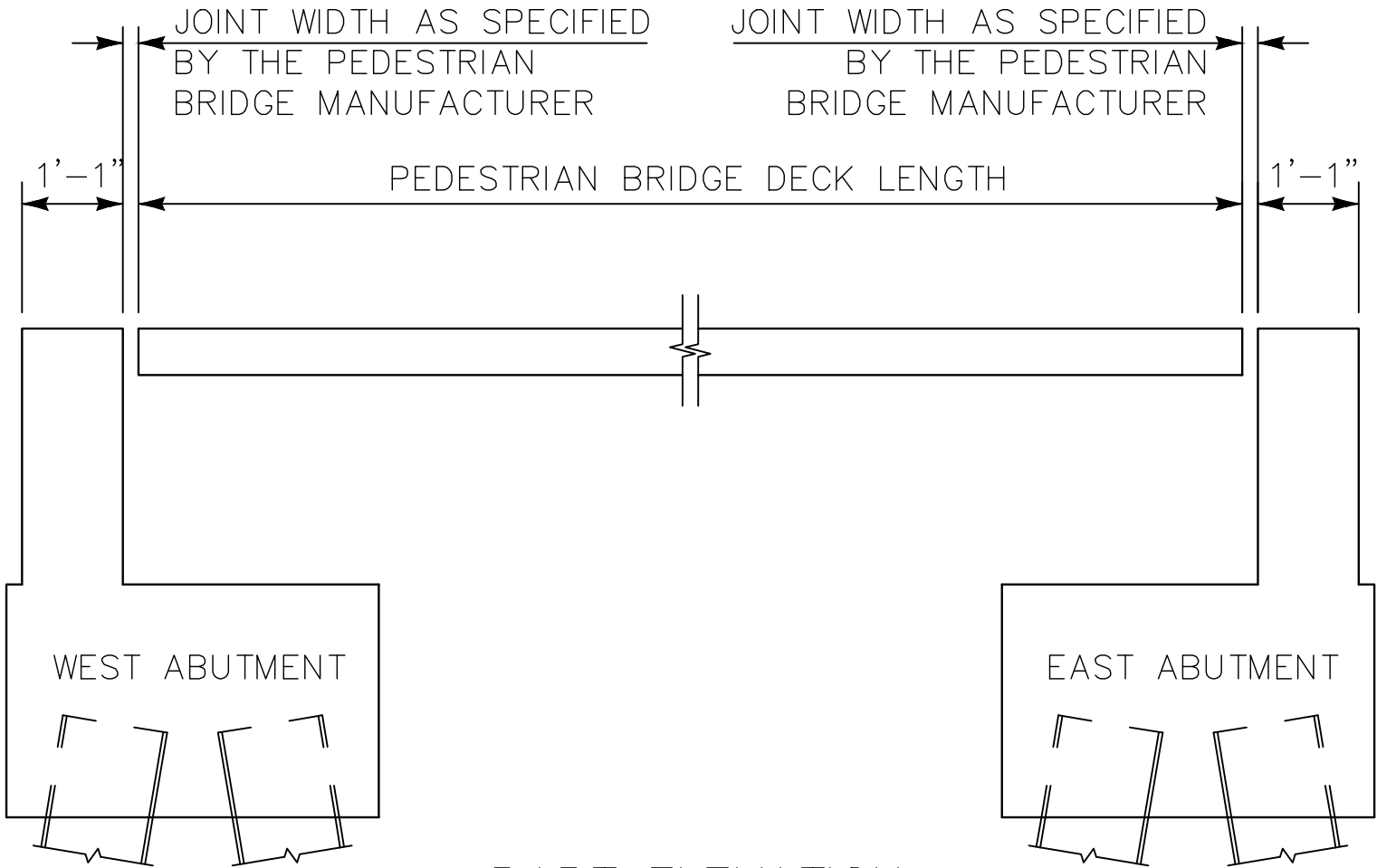
E_d = DEVELOPED HAMMER ENERGY. THIS IS THE KINETIC ENERGY IN THE RAM AT IMPACT FOR A GIVEN BLOW. IF RAM VELOCITY IS NOT MEASURED, IT MAY BE ASSUMED EQUAL TO THE POTENTIAL ENERGY OF THE RAM AT THE HEIGHT OF THE STROKE, TAKEN AS THE RAM WEIGHT TIMES THE ACTUAL STROKE (FT-LB)

N_b = NUMBER OF HAMMER BLOWS FOR 1.0" OF PILE PERMANENT SET (BLOWS/IN)

REQUIRED ULTIMATE PILE BEARING CAPACITY AND MINIMUM TIP ELEVATION SCHEDULE							
ABUT.	PILE SIZE INCHES	CONTROLLING STATE LIMIT	MANUFACTURED BEARING TONS	LRFD RESISTANCE FACTOR	ULTIMATE BEARING TONS	EST. LENGTH FEET	MINIMUM TIP ELEVATION
West	HP14x73	STR-III	22	0.40	55	25'	146
East	HP14x73	STR-III	22	0.40	55	25'	146



PILE SPlice DETAIL
HP14x73 Steel Piles



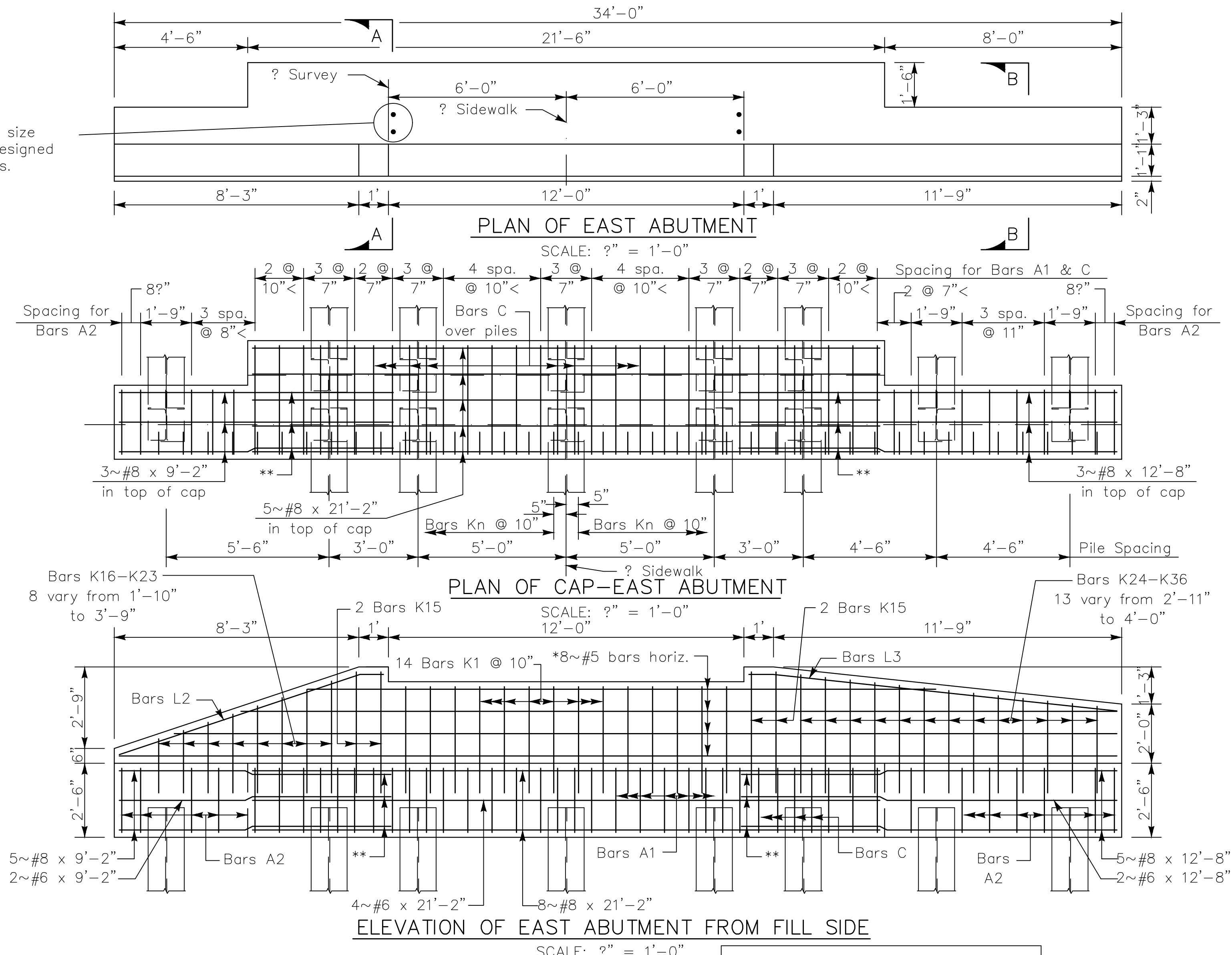
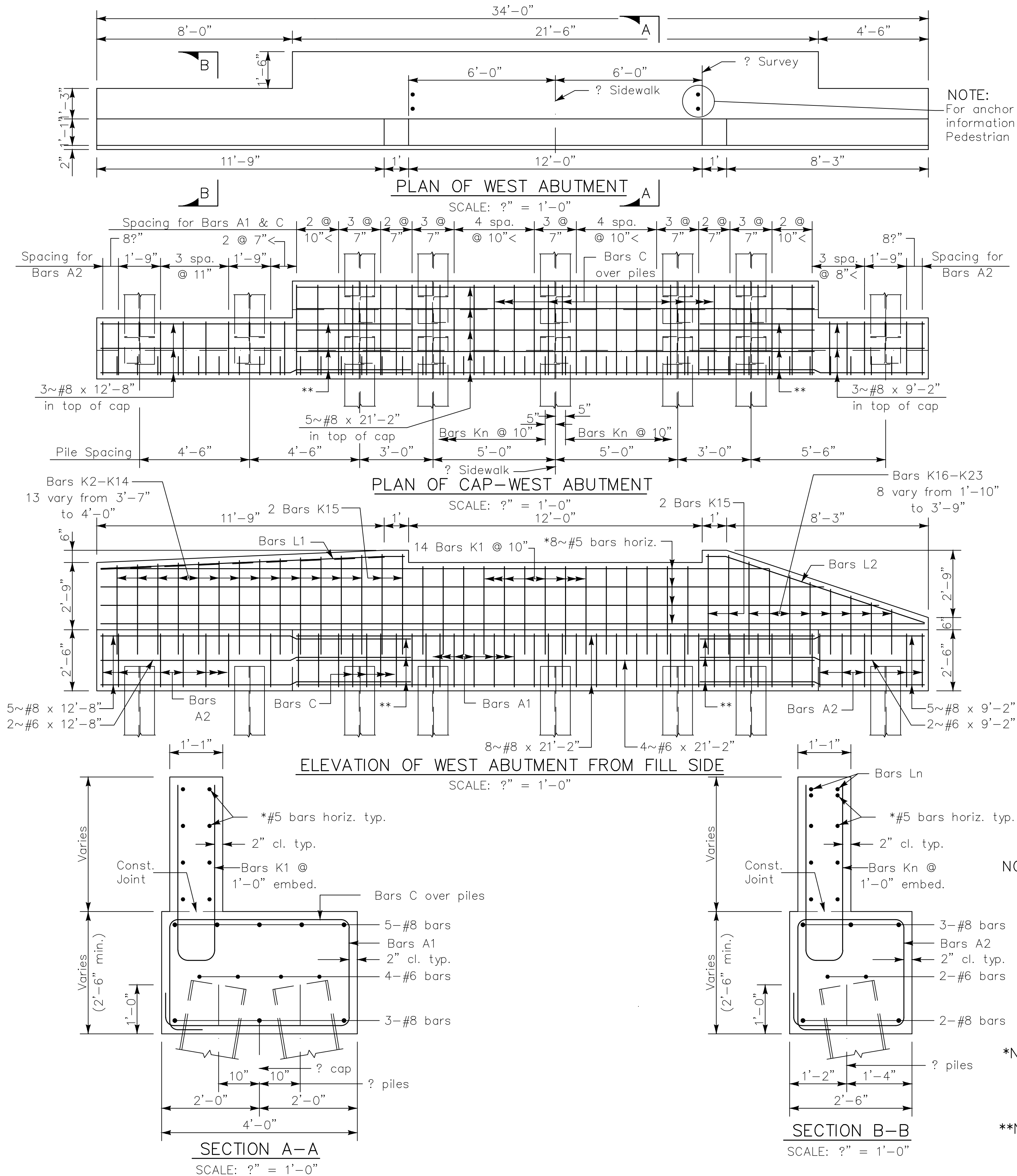
PART ELEVATION
SHOWING BRIDGE JOINTS AND ABUTMENT LOCATIONS

GENERAL NOTES:
SPECIFICATIONS; MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017.
NO CHANGE OF PLANS WILL BE PERMITTED EXCEPT BY WRITTEN AUTHORITY OF THE ENGINEER. MINOR CHANGES IN DETAILS OF DESIGN OR CONSTRUCTION MAY BE AUTHORIZED IN WRITING BY THE ENGINEER PROVIDED SUCH CHANGES ARE NOT JUSTIFIABLE REASONS FOR CONTRACT PRICE ADJUSTMENTS.
ALL BRIDGE CONCRETE SHALL BE CLASS "B".
NO PAYMENT WILL BE ALLOWED FOR EXCAVATION INCIDENTAL TO THE CONSTRUCTION OF END BENTS.
BAR BENDING DETAILS SHALL BE IN ACCORDANCE WITH "GUIDE TO PRESENTING REINFORCING STEEL DESIGN DETAILS" (ACI 315R-18).
CONCRETE SURFACES SHALL BE FINISHED IN ACCORDANCE WITH SECTION 804.03.19 OF THE SPECIFICATIONS.
ALL REINFORCING STEEL SHALL BE A.S.T.M. A615 GRADE 60, UNLESS OTHERWISE NOTED.
REINFORCEMENT ORDER LISTS AND REQUIRED PLACING PLANS SHALL BE FURNISHED IN ACCORDANCE WITH SECTION 805 OF THE MISSISSIPPI STANDARD SPECIFICATIONS. PARTIAL SUBMITTALS ARE NOT ACCEPTABLE.
ALL WORK FOR WHICH NO PAY ITEMS ARE PROVIDED IN THE PROPOSAL WILL NOT BE PAID FOR DIRECTLY AND COMPENSATION THEREFORE WILL BE CONSIDERED INCLUDED IN THE PRICES AND PAYMENTS FOR BID ITEMS.

NOTE:
TEMPORARY SHORING MAY BE REQUIRED FOR CONSTRUCTION OF THE ABUTMENTS PARTICULARLY NEAR THE NORTH END OF EACH ABUTMENT (NOT A SEPARATE PAY ITEM).
THE ABUTMENT DETAILS PROVIDED IN THESE PLANS SHALL BE COORDINATED WITH THE PEDESTRIAN BRIDGE DESIGN PLANS AND DIMENSIONS PROVIDED BY THE CONTRACTOR.
PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE A SUBMITTAL TO THE ENGINEER FOR REVIEW INCLUDING BUT NOT LIMITED TO THE PROPOSED ABUTMENT LOCATIONS, TOP OF CAP ELEVATIONS, WALL HEIGHTS, ANCHOR BOLT SIZE/LOCATION AND PROPOSED REINFORCING STEEL MODIFICATIONS. THIS SUBMITTAL SHALL ALSO INCLUDE PROPOSED CAP AND WALL MODIFICATIONS TO FIT EXISTING FIELD CONDITIONS AND TO PROPERLY TIE IN WITH EXISTING STRUCTURES LOCATED AT THE NORTH END OF BOTH ABUTMENTS.

DESIGN DATA:
DESIGN SPECIFICATIONS:
AASHTO, LRFD BRIDGE DESIGN SPECIFICATIONS 9th Edition (2020)
AASHTO, LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES (2009 & Int. 2015)
LIVE LOADING: 90 psf Pedestian Loading, H10 vehicle
PEDESTRIAN WALKWAY WIDTH: 12'-0" CLEAR
CONCRETE: CLASS "B" (3500 PSI)
REINFORCING: ASTM A615 GRADE 60 (FY=60 KSI)

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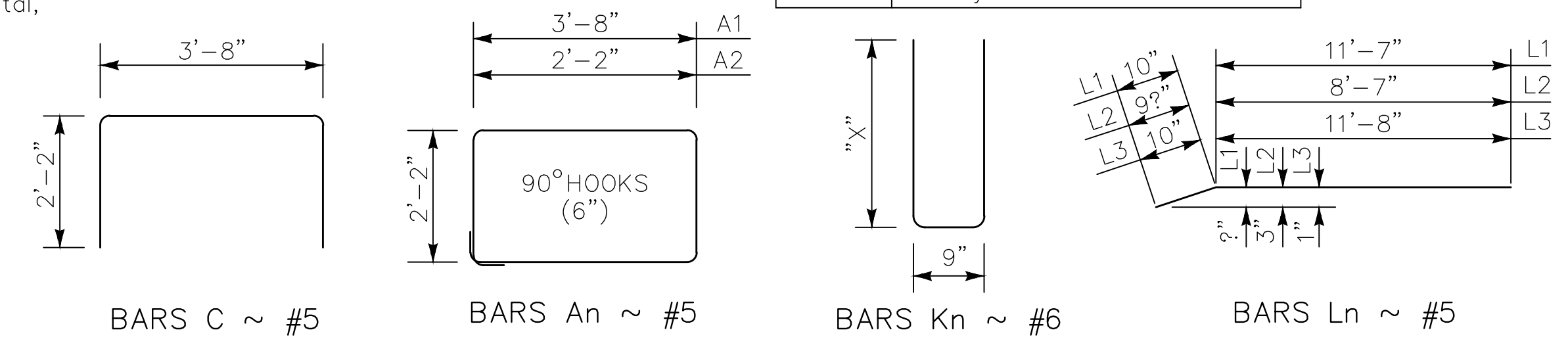
NOTE: All concrete shall be Class "B".
Chamfer all edges f' unless otherwise noted.
Dimensions from reinforcing steel to concrete surfaces are clear distances.
For general notes, estimated quantities pile information and notes regarding the Contractor's abutment modification submittal, see Abutment General Notes & Estimated Quantities Sheet.

*NOTE: Provide 2'-10" #5 bar lap splices for computation of bar lengths (1'-10" min. lap splice is permissible if required due to field modifications).

**NOTE: Lap splice length may be reduced to 3'-8" min. if required due to field modifications.

NOTE: Piles shall be of the size, type, and driven to the minimum bearing capacity as shown on the Abutment General Notes Sheet.
Batter all piles 2" per foot as shown.

Bar Kn Dimensions	
Bar	"X"
K1	3'-7"
K2-K14	Vary from 3'-7?" to 4'-0?"
K15	4'-1"
K16-K23	Vary from 1'-10" to 3'-9"
K24-K36	Vary from 2'-11" to 4'-0"



BAR BENDING DETAILS
DIMENSIONS ARE OUT TO OUT

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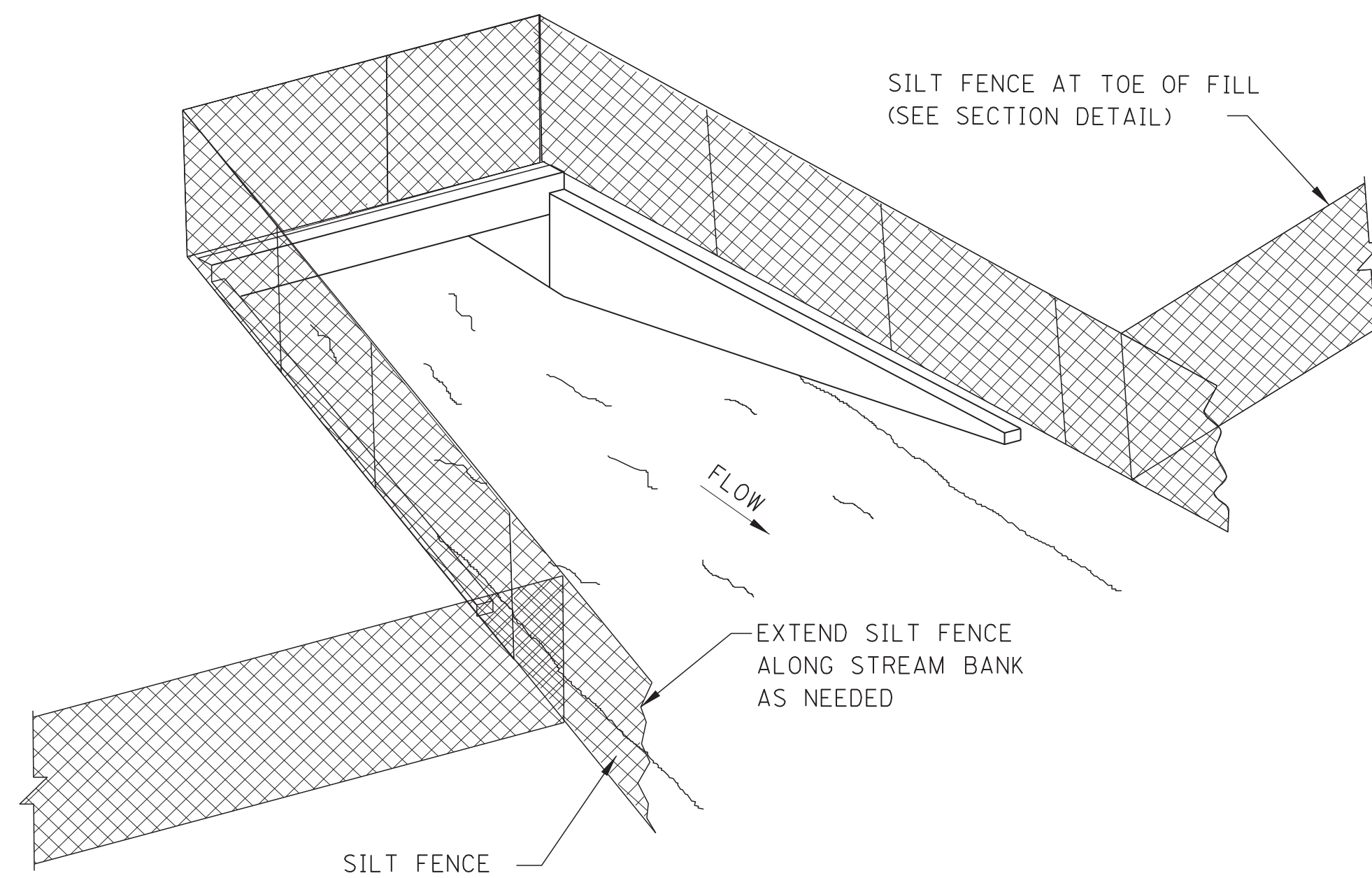
FTA SIDEWALKS PROJECT
HARDY STREET - KAMPER PARK

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

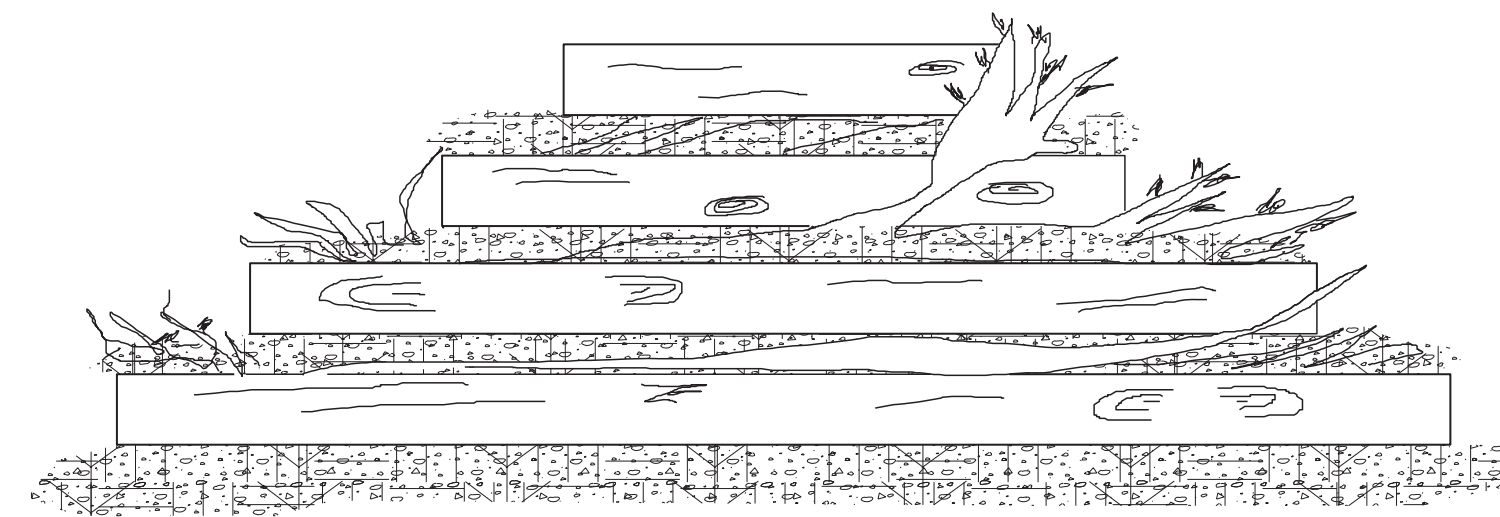


ABUTMENT
DETAILS

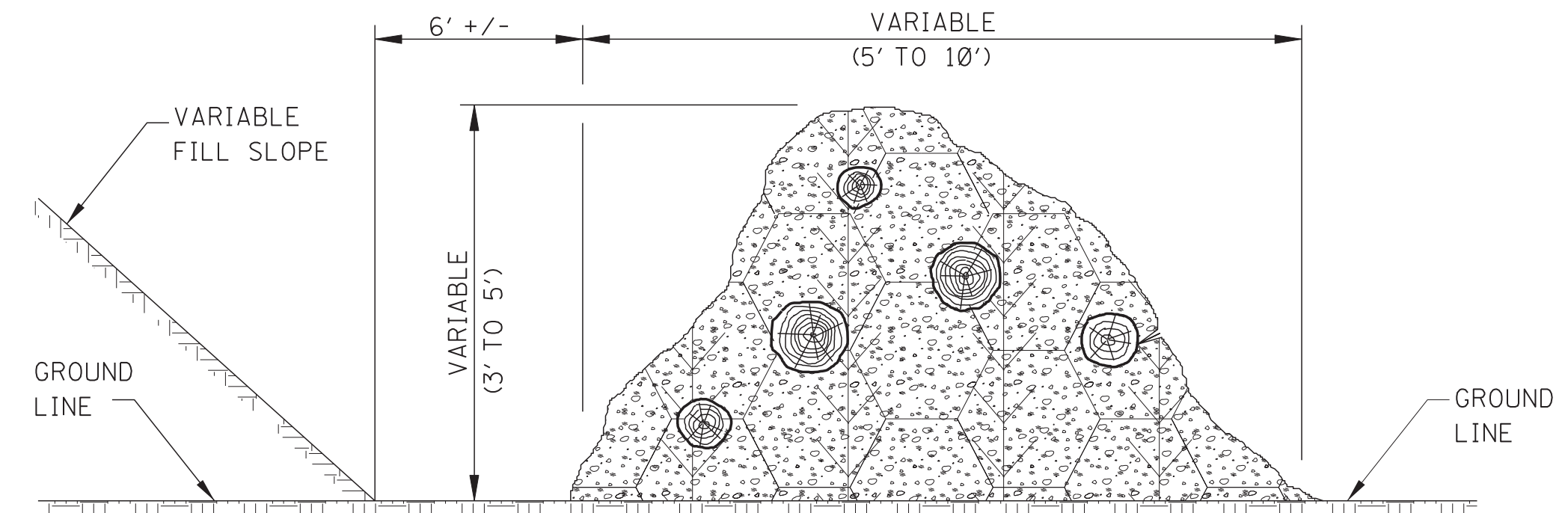
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SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



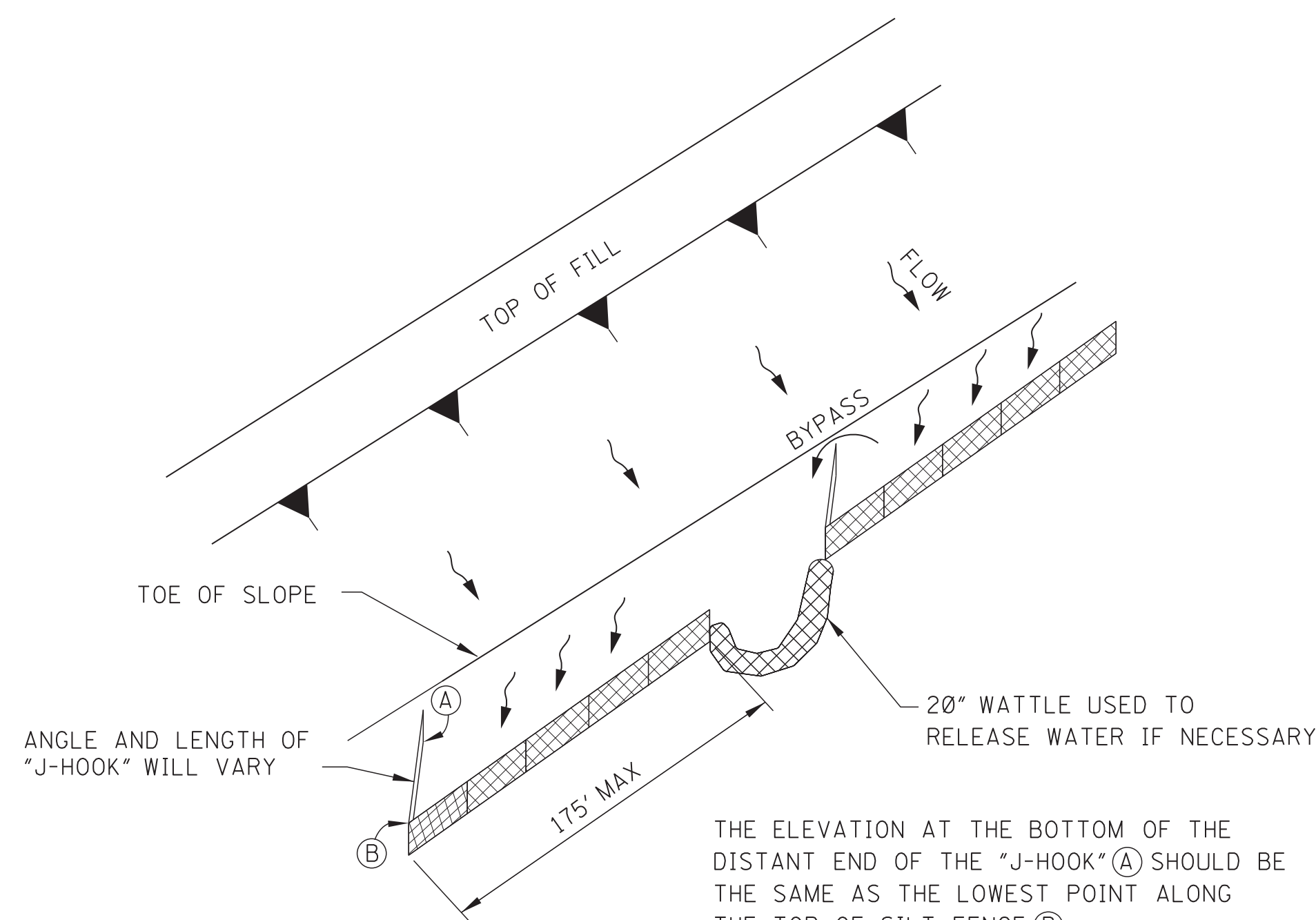
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

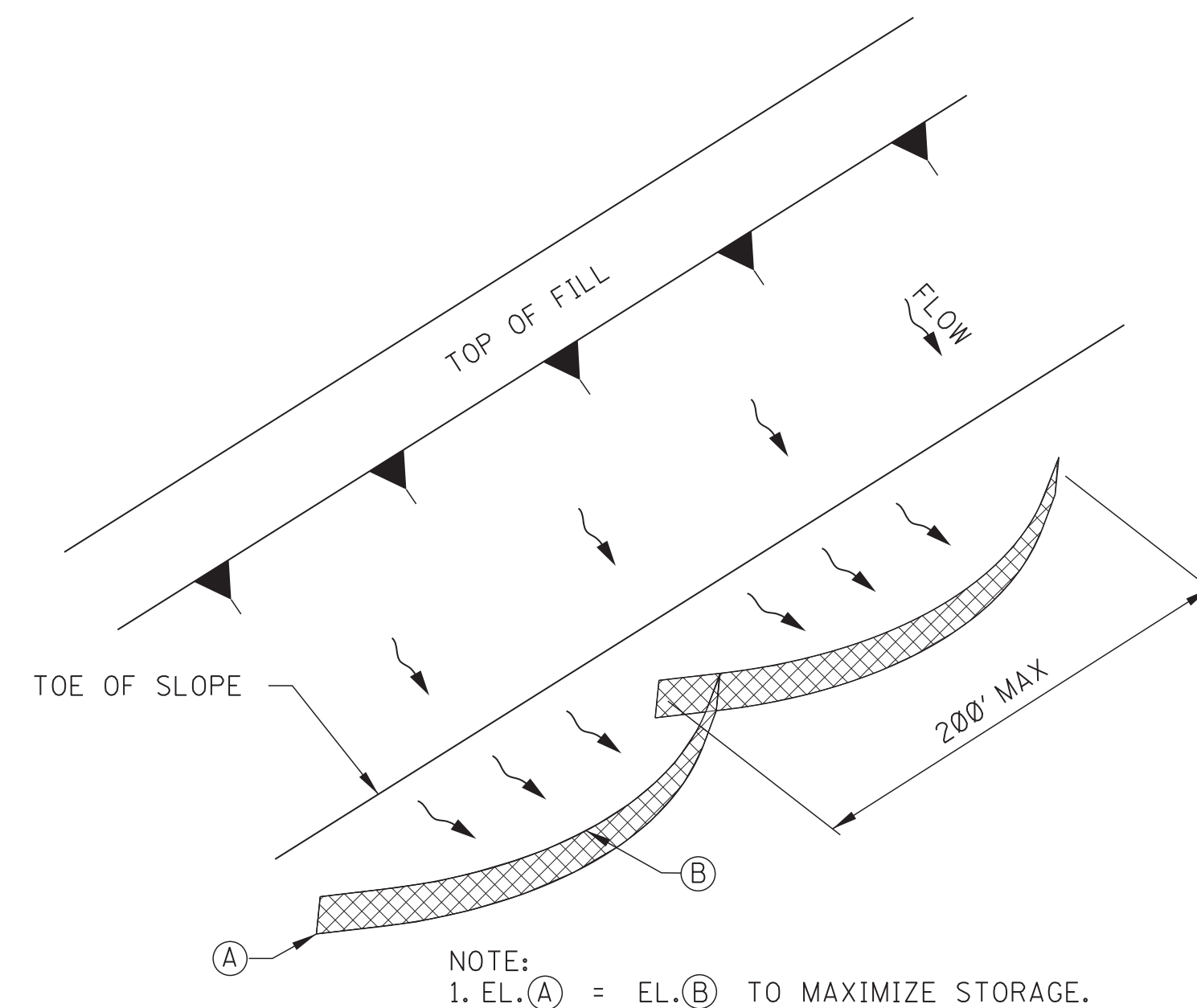
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

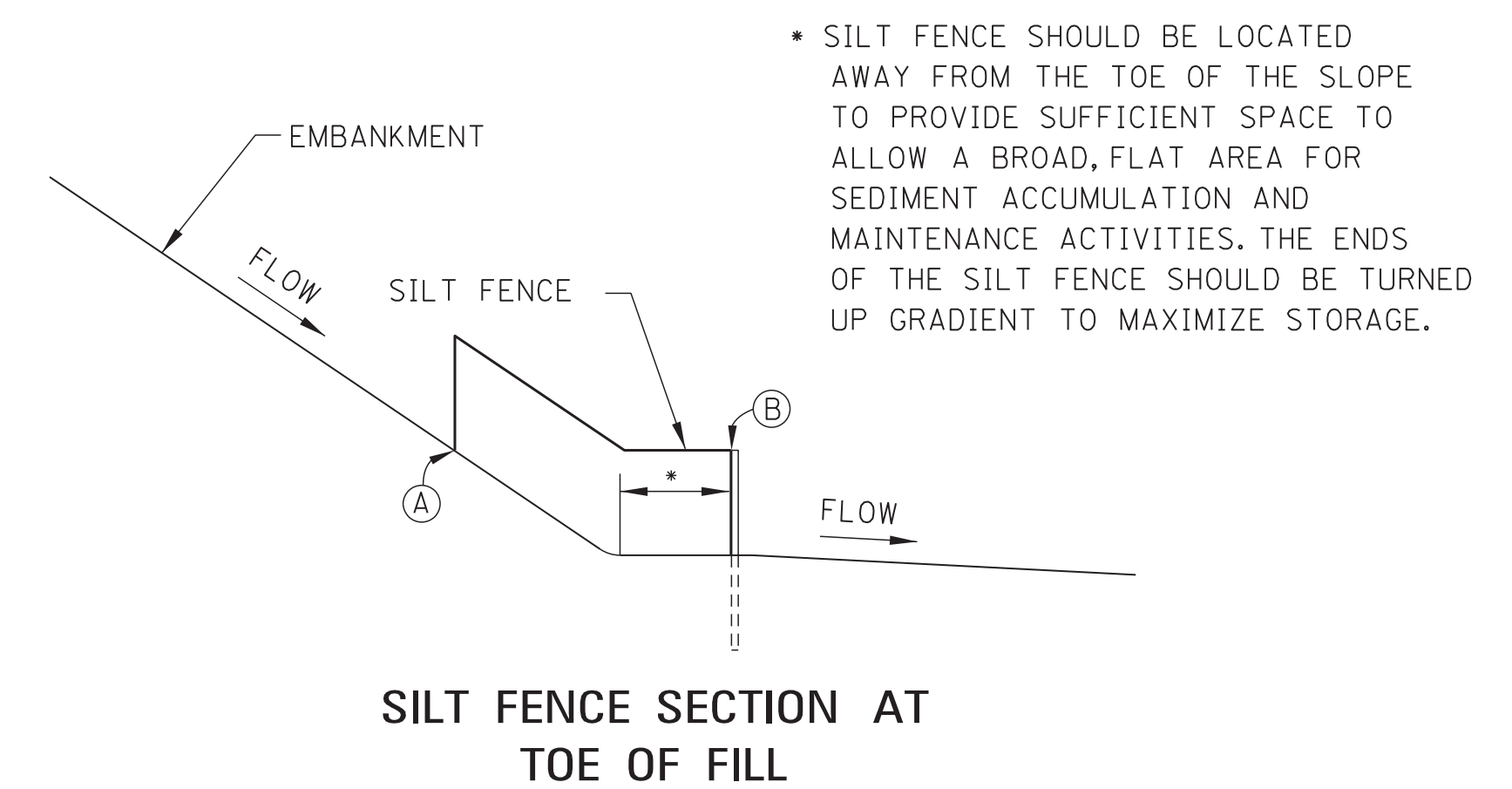
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION

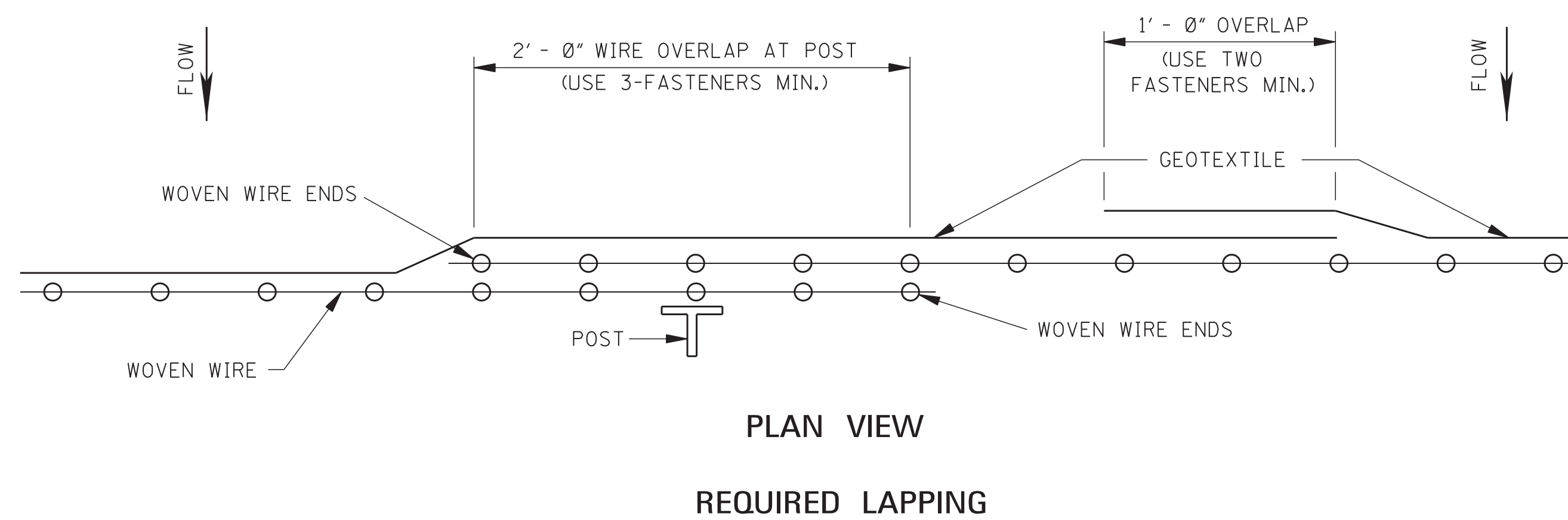
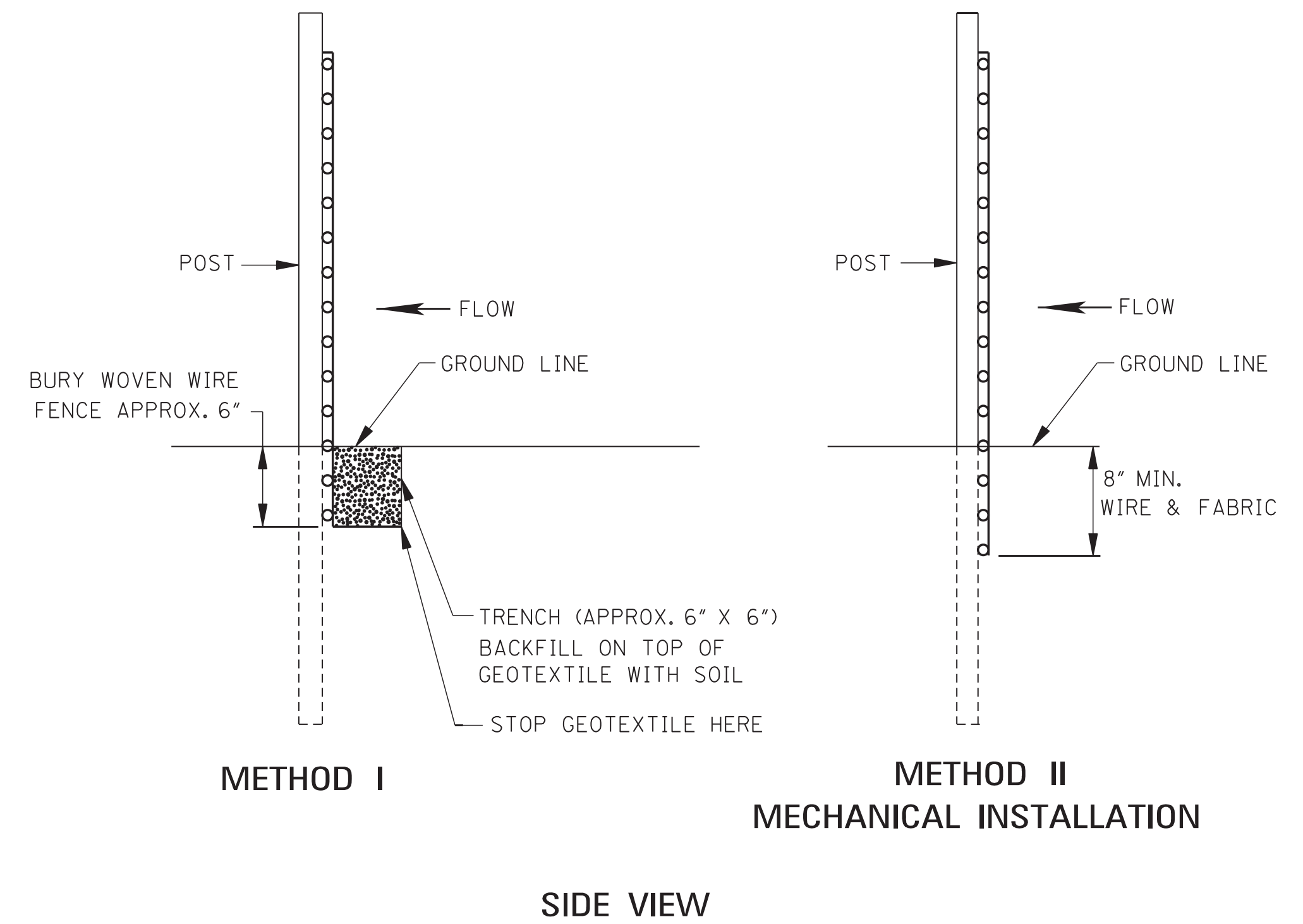
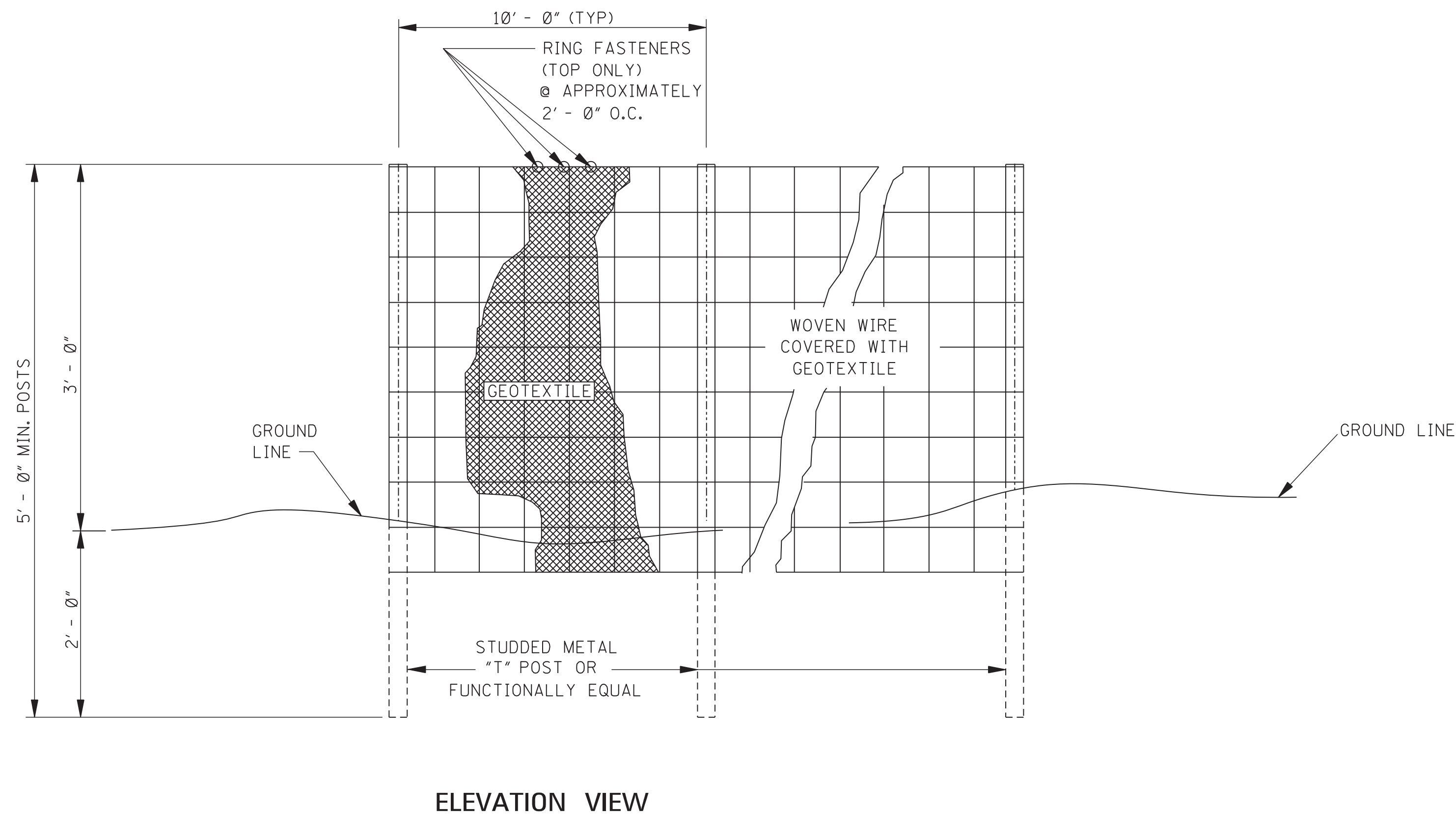


"SMILE-CONFIGURATION" SILT FENCE APPLICATION



SILT FENCE SECTION AT TOE OF FILL

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
				REVISION	ROADWAY DESIGN DIVISION
				DATE	STANDARD PLAN
					DETAILS OF SEDIMENT BARRIER APPLICATIONS
					MDOT
					WORKING NUMBER
					ECD-2
					SHEET NUMBER
					6102
					ISSUE DATE: AUGUST 01, 2017

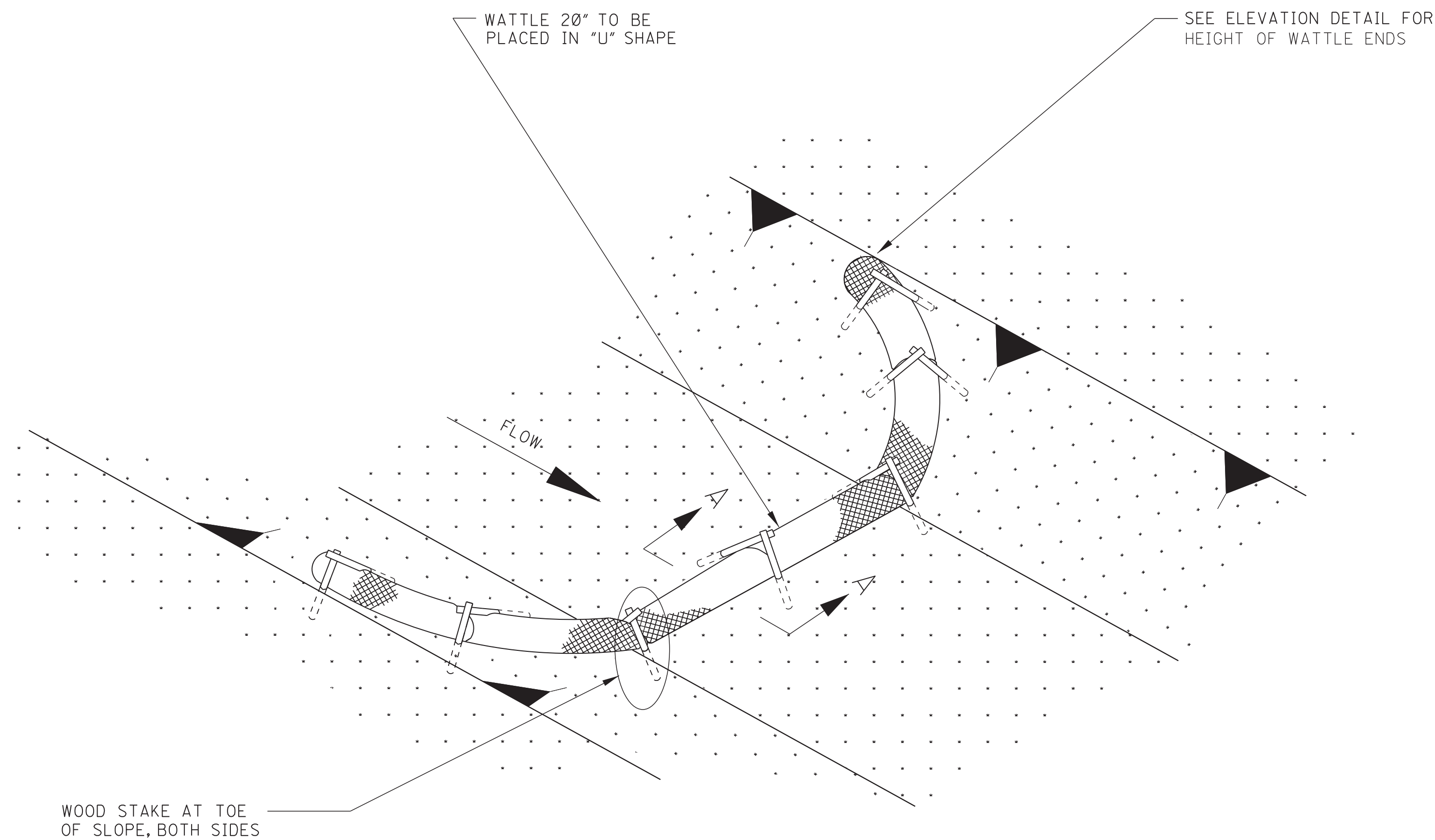


GENERAL NOTES:

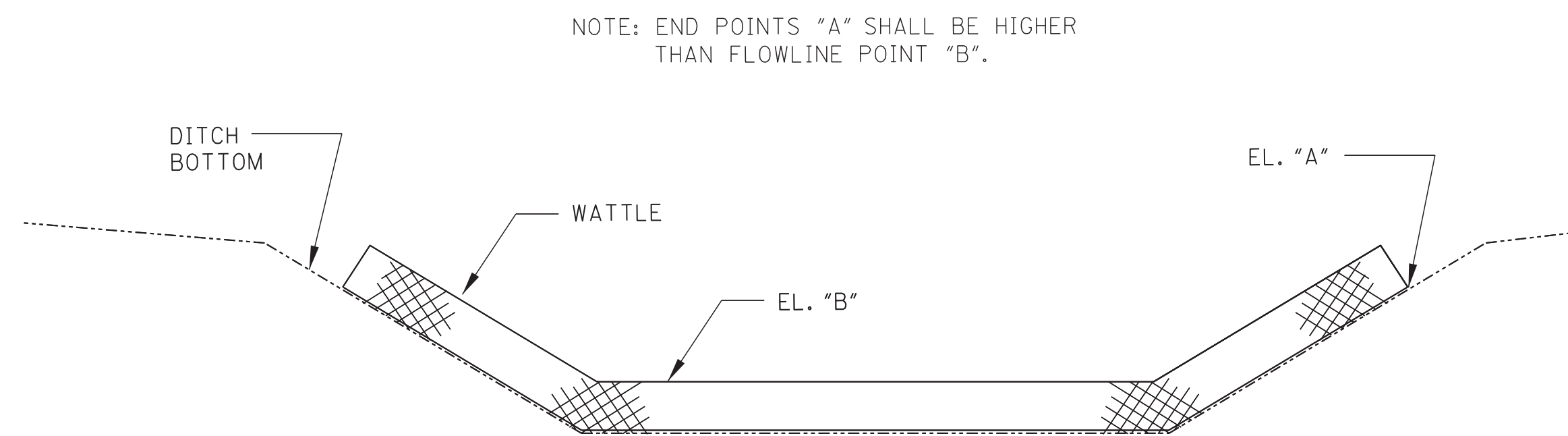
1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	DETAILS OF SILT FENCE INSTALLATION
			DATE	ISSUE DATE:	AUGUST 01, 2017

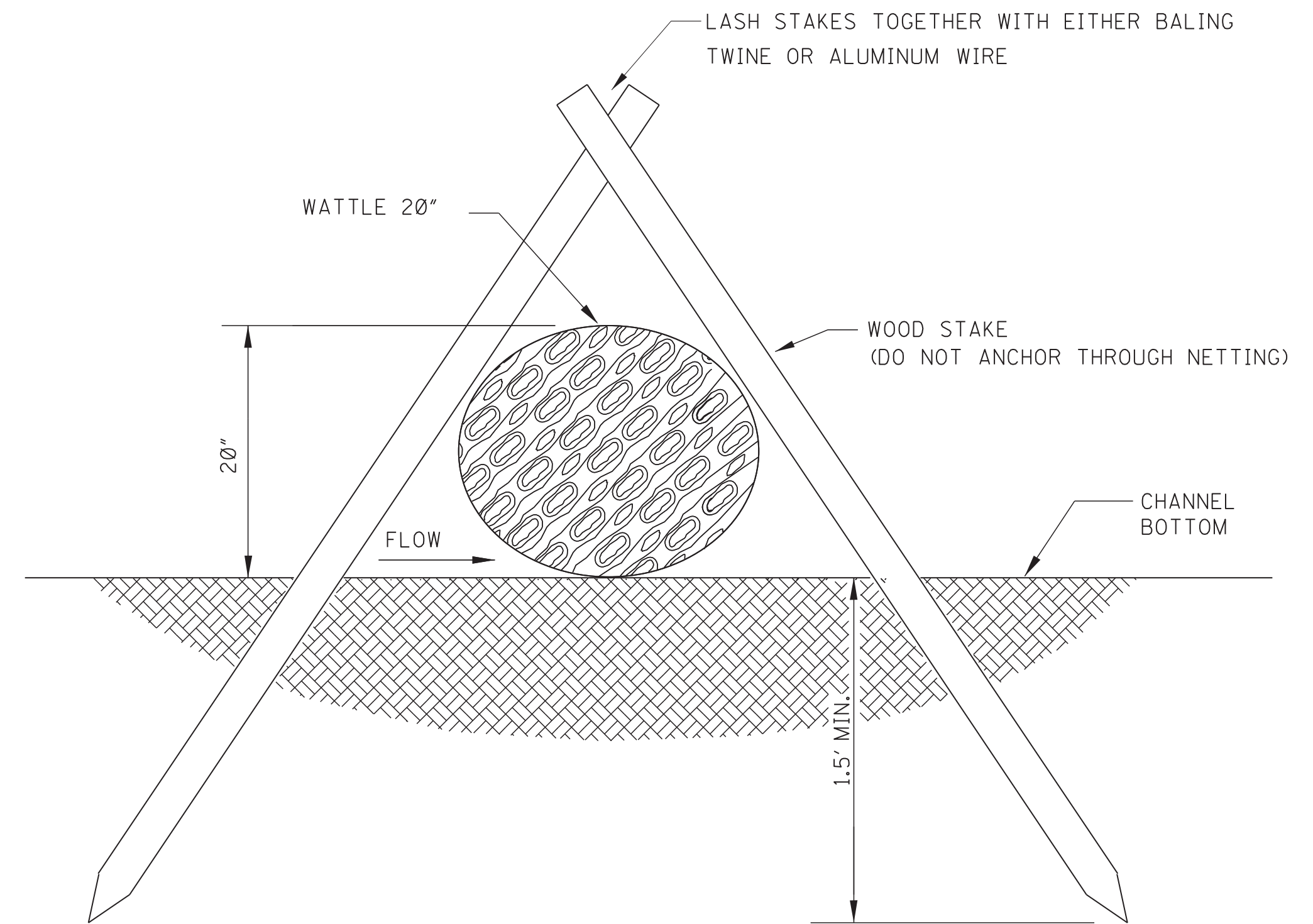
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION
WORKING NUMBER ECD-3
SHEET NUMBER 6103



DETAIL (DITCH CHECK)



ELEVATION DETAIL

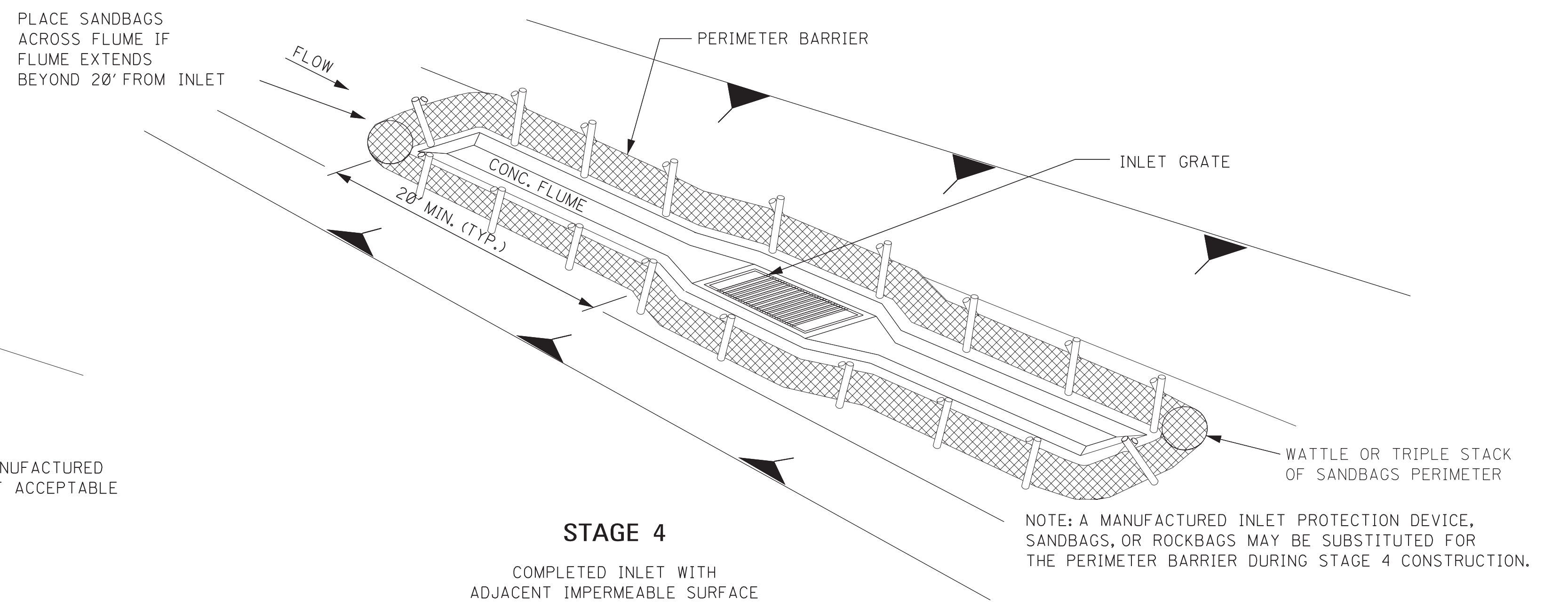
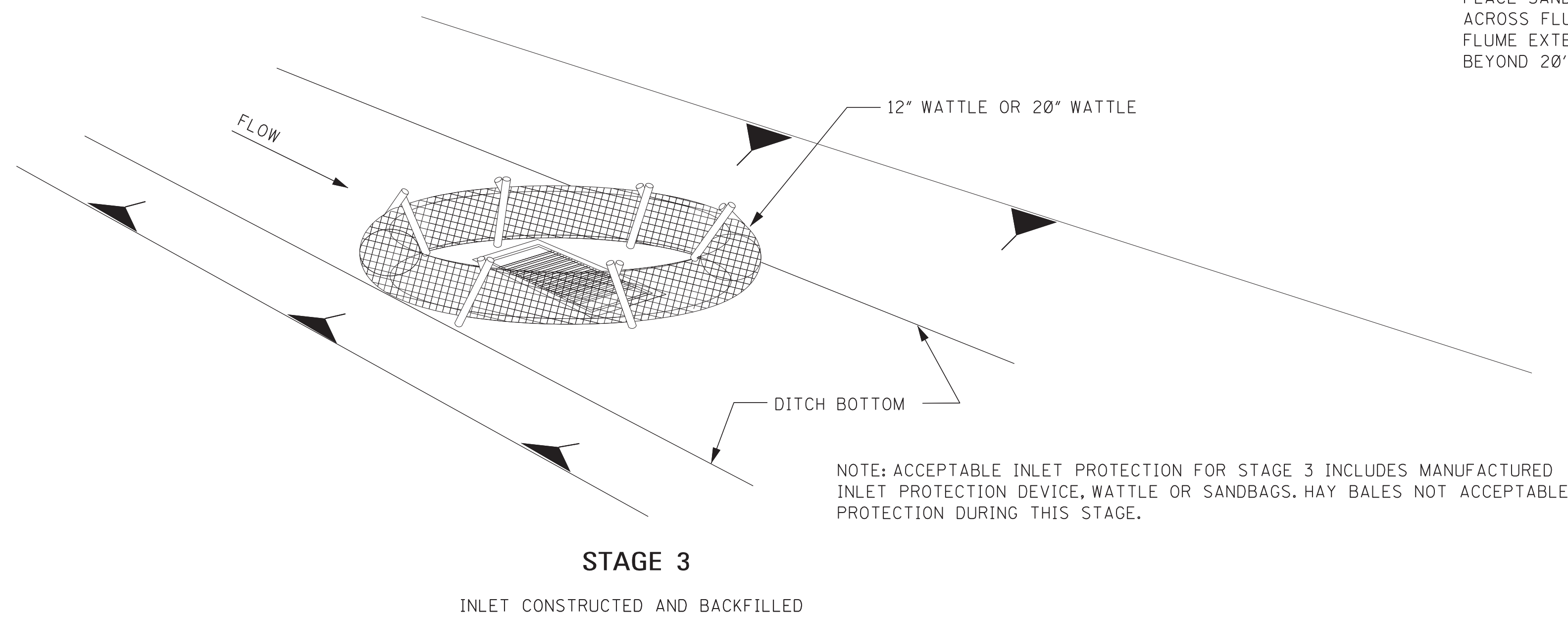
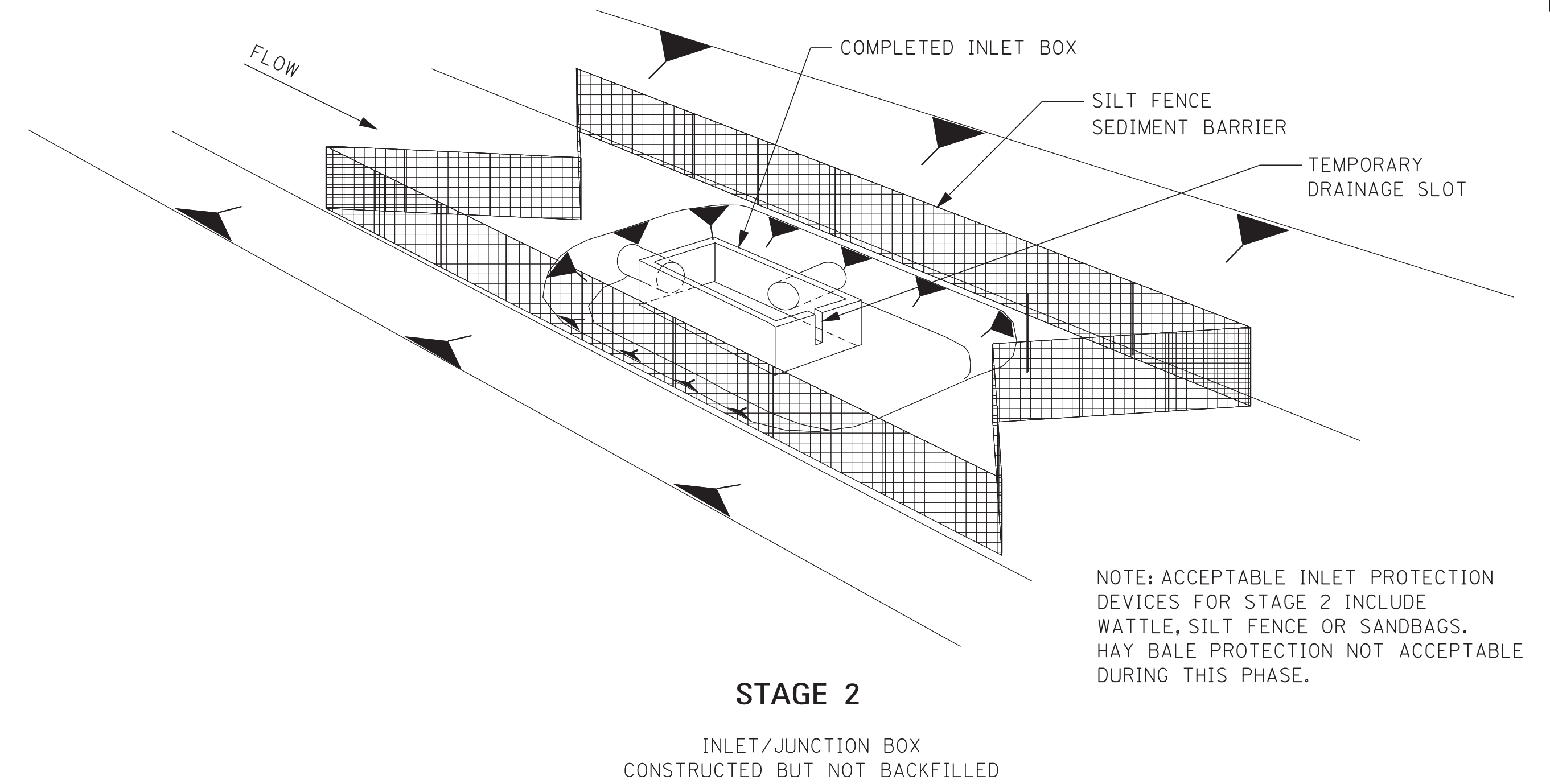
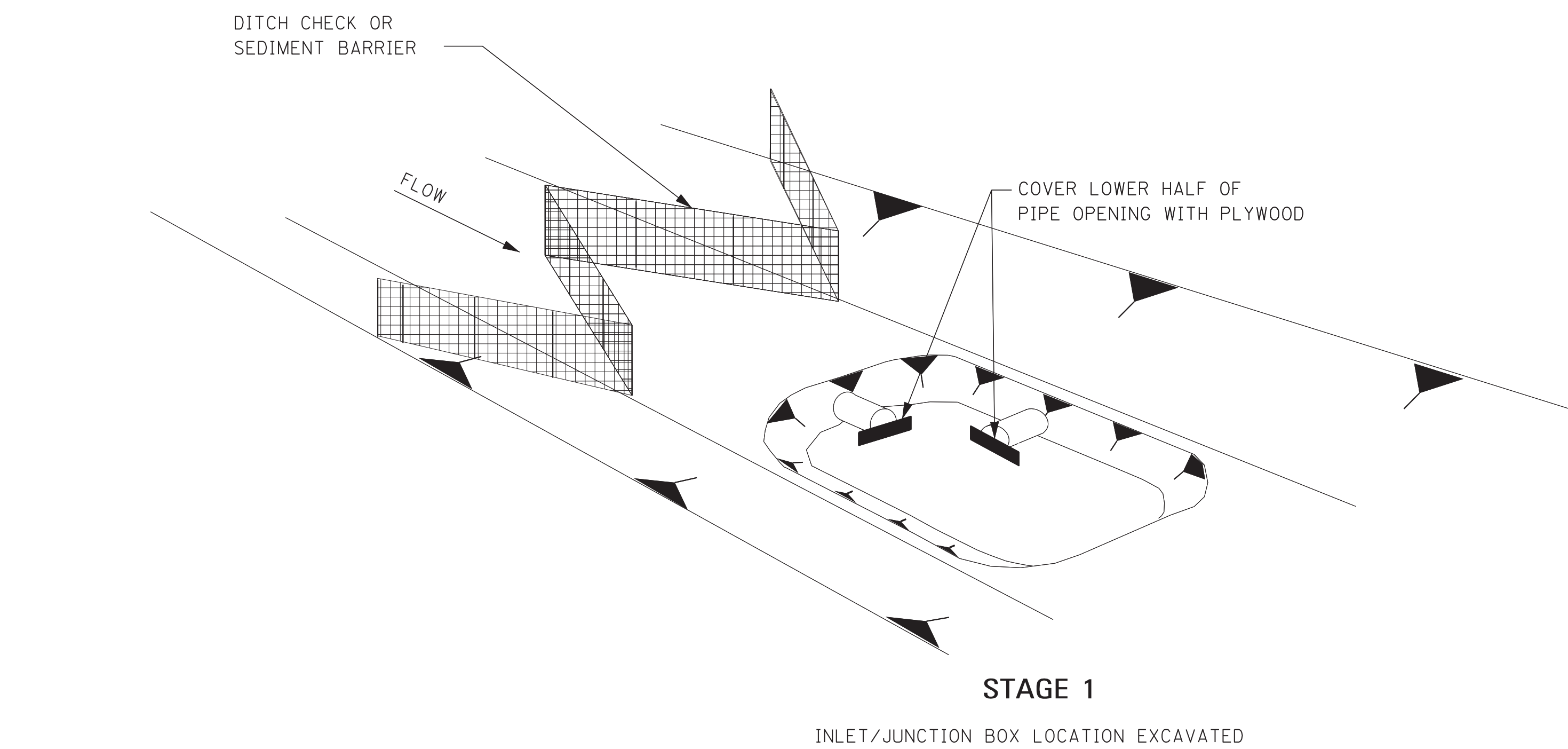


SECTION A-A

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	
				DATE	ISSUE DATE: <u> AUGUST 01, 2017 </u>	
					 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER ECD-6	
					SHEET NUMBER 6106	



DITCH INLET CONSTRUCTION STAGES

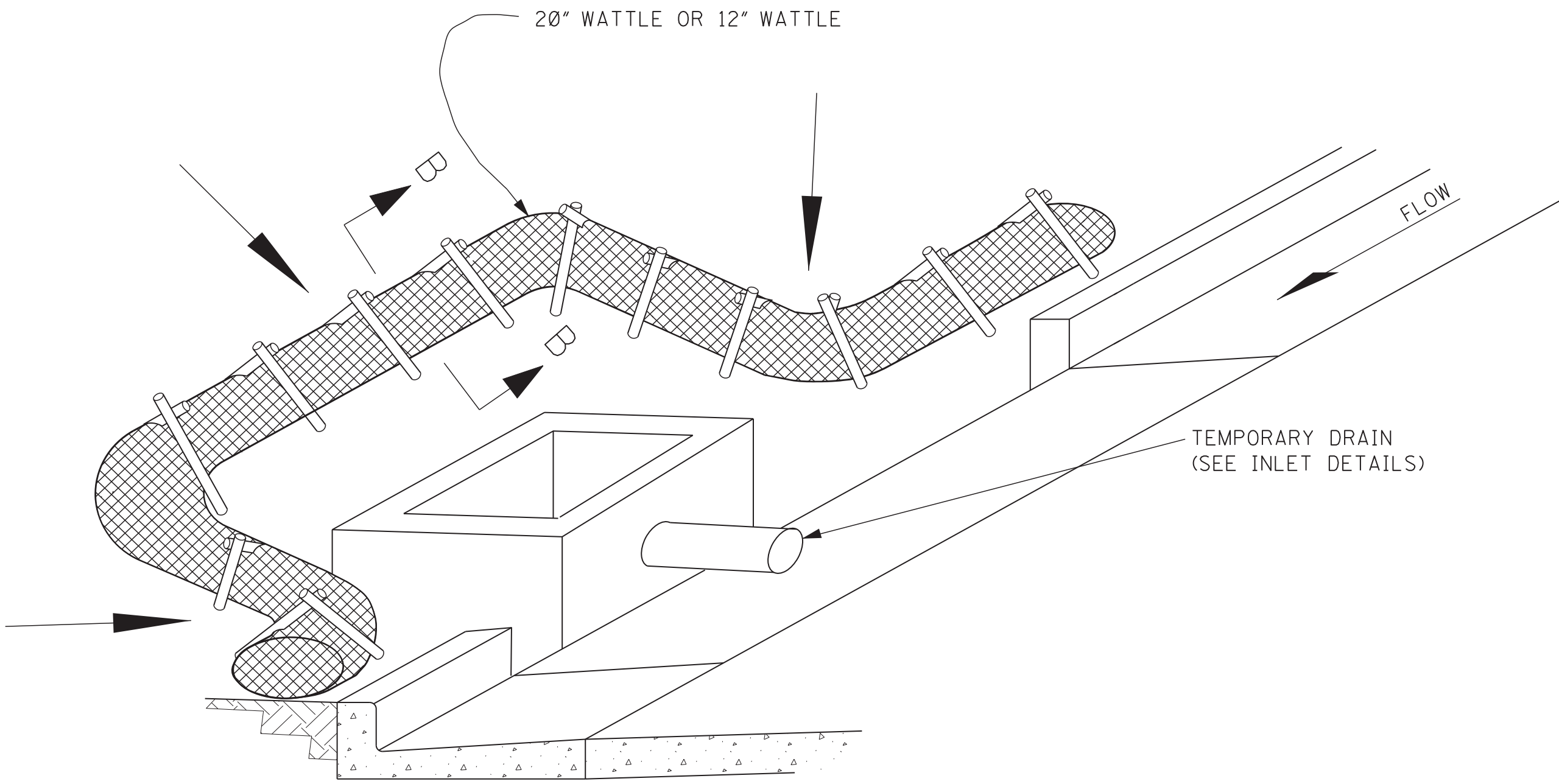
NOTES:

1. DRAINAGE STRUCTURE BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
2. CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.
3. DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
4. IF SILT FENCE IS INSTALLED AROUND THE INLET INSTALLATION IT SHOULD BE IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.
5. FOR INLET PROTECTION TO BE USED IN STAGES 1 AND 2 OF CONSTRUCTION, SEE WK. NO. ECD-12.

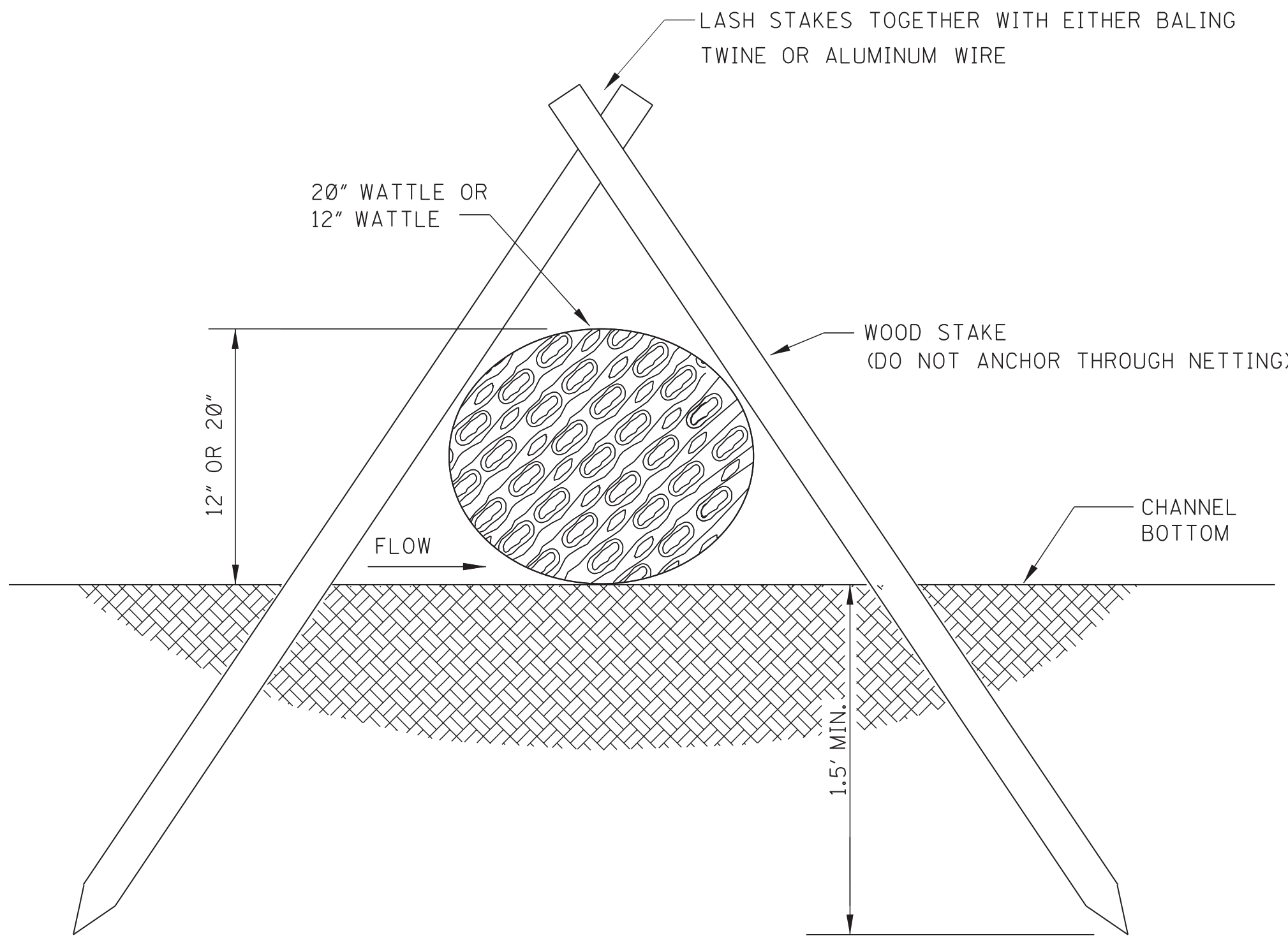
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	
					TYPICAL APPLICATIONS AND DETAILS FOR INLET CONSTRUCTION	
					WORKING NUMBER ECD-11	
					SHEET NUMBER 6111	



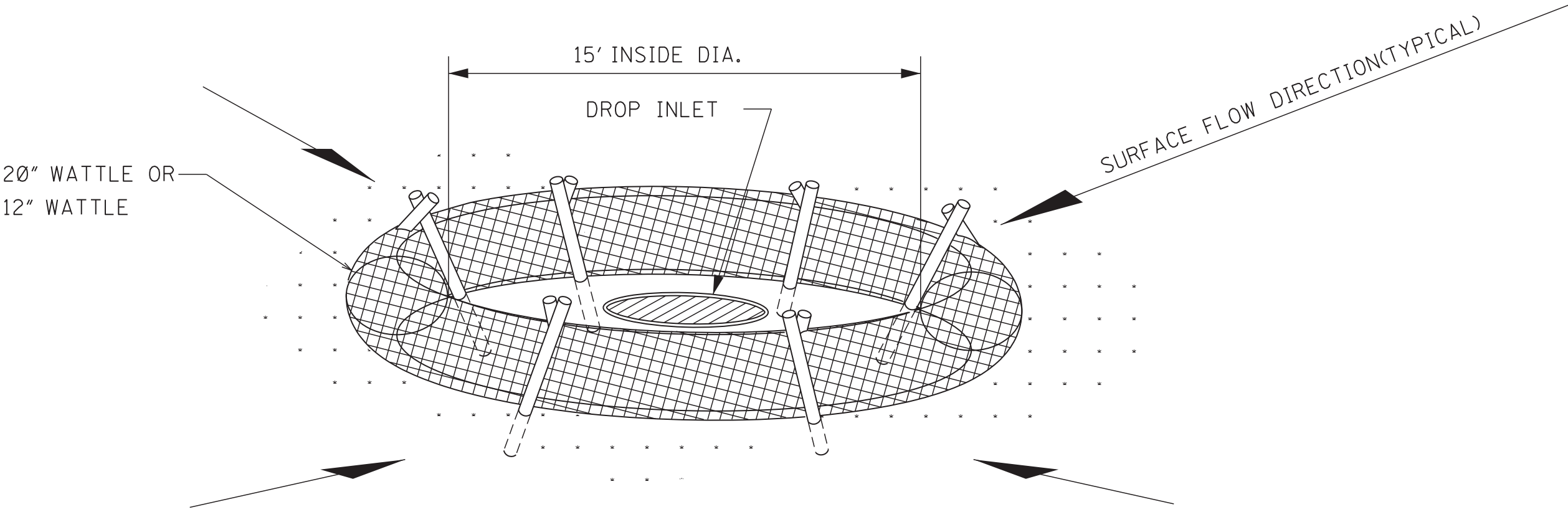
NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



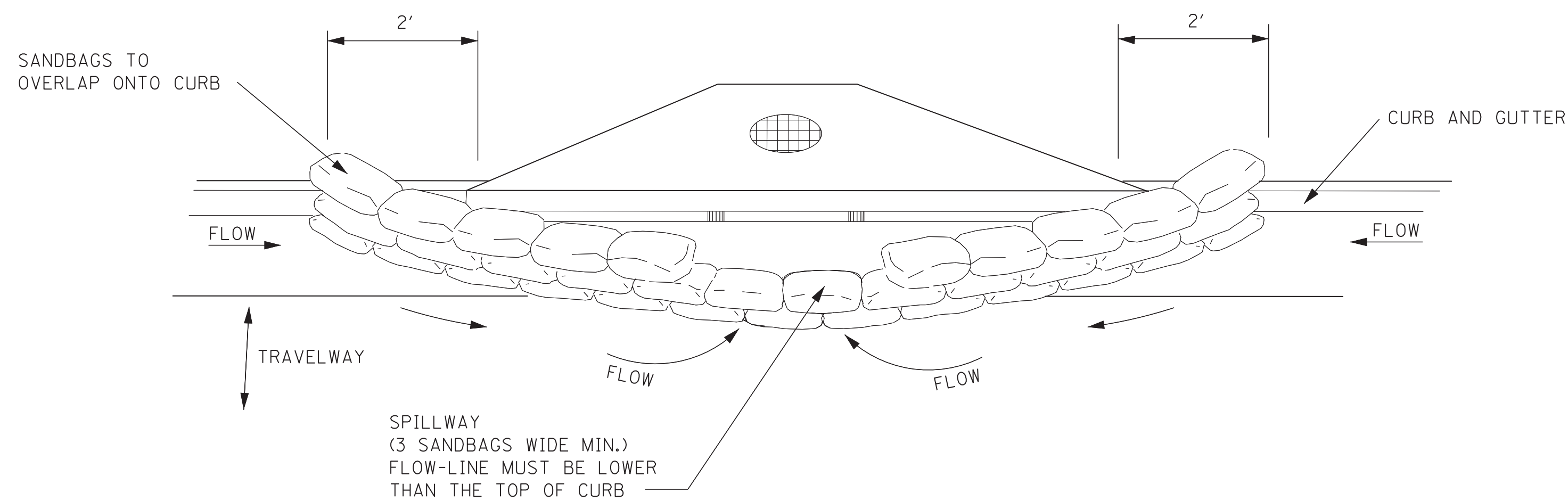
SECTION B-B



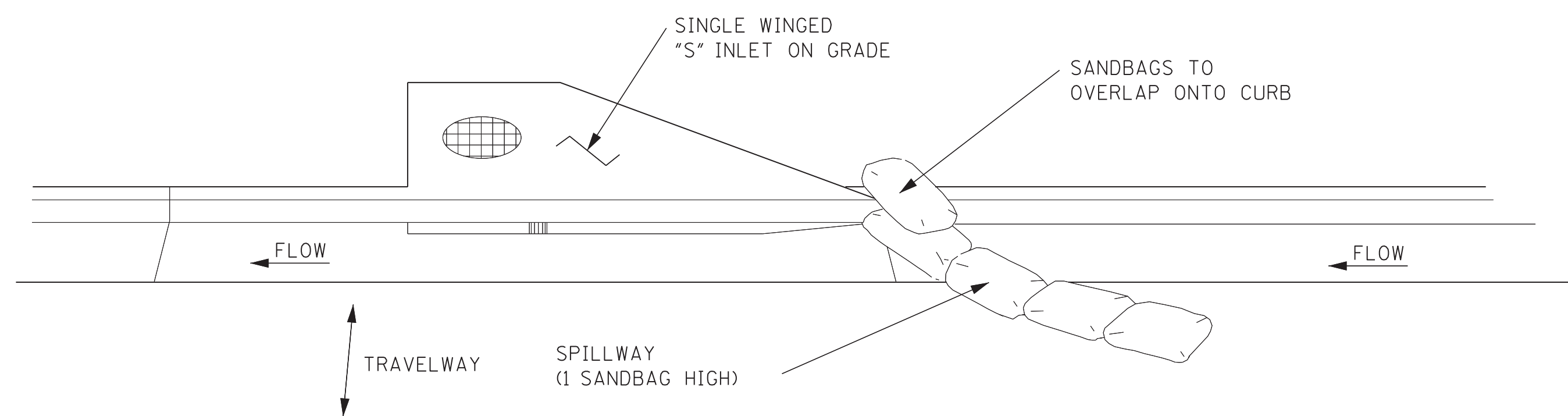
DROP INLET PROTECTION

- NOTES:
- ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 - OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
 - TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 - IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

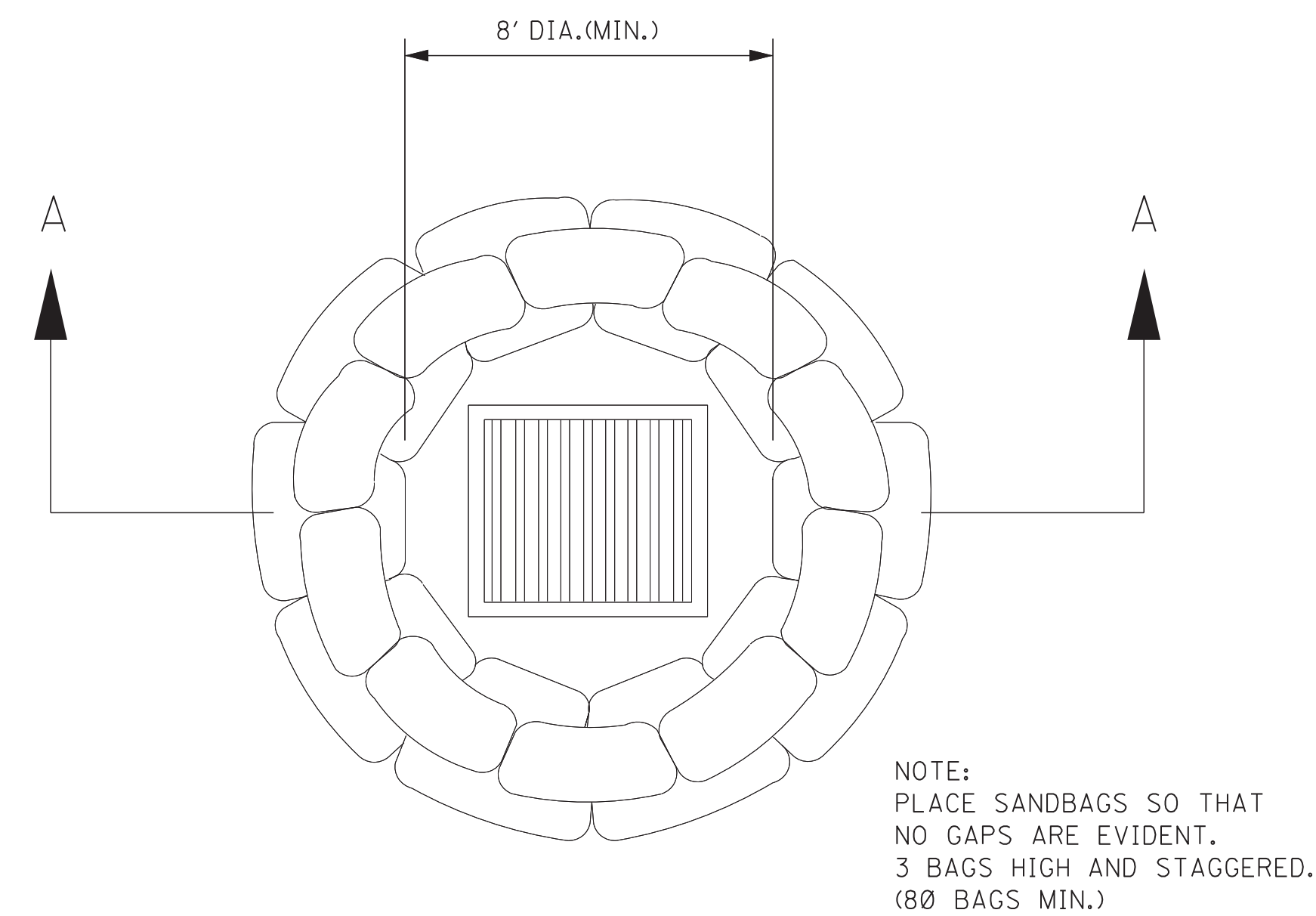
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017
					 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER ECD-13 SHEET NUMBER 6113



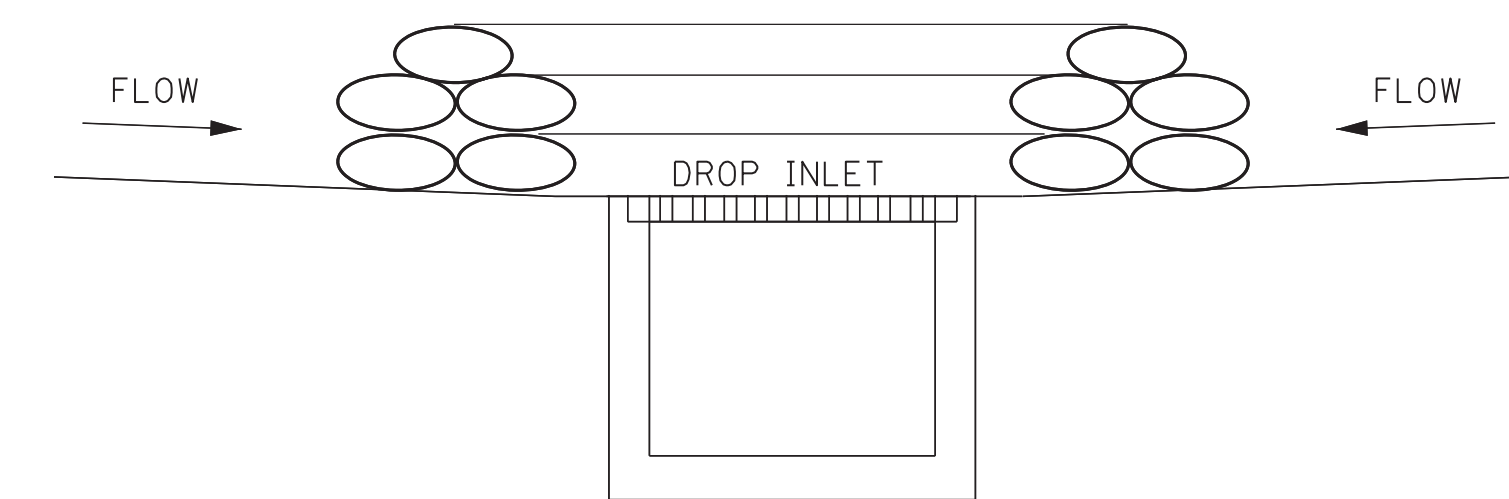
TYPICAL (SANDBAG) PROTECTION FOR INLET IN SAG



TYPICAL (SANDBAG) PROTECTION FOR INLET ON GRADE



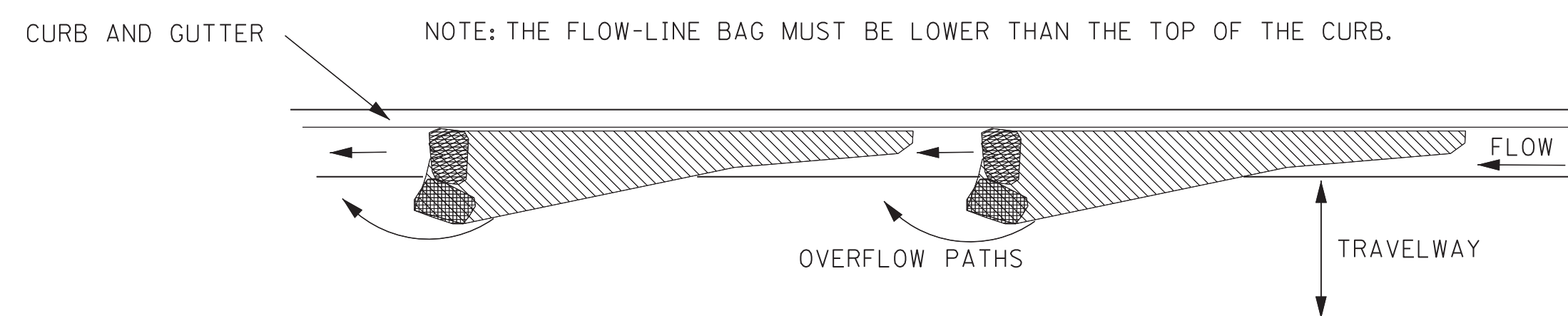
DROP INLET
PLAN VIEW



SECTION A-A
SANDBAG BARRIER

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTROL SEDIMENT.



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

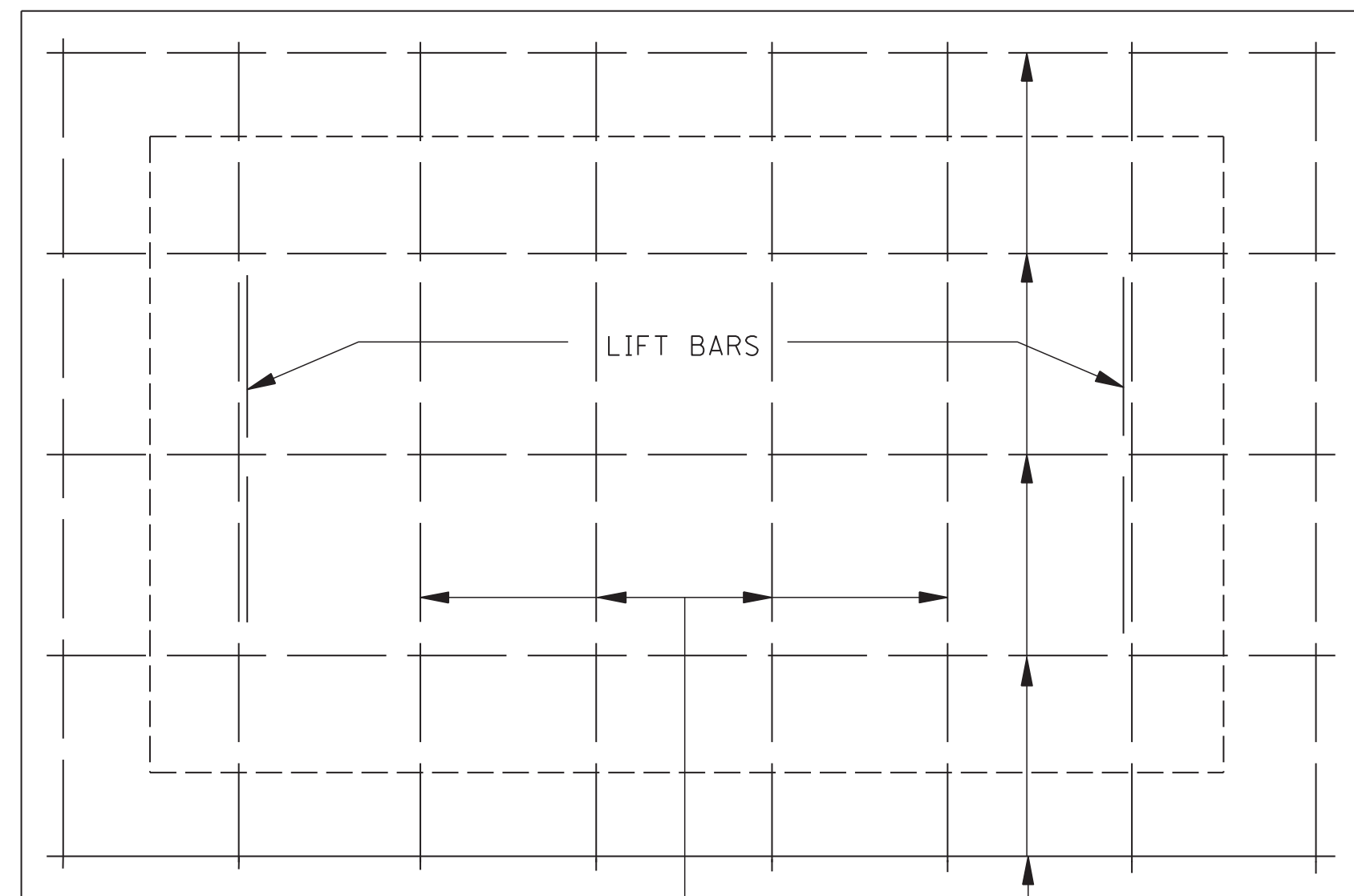
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	

**INLET PROTECTION
DETAILS OF SANDBAGS**

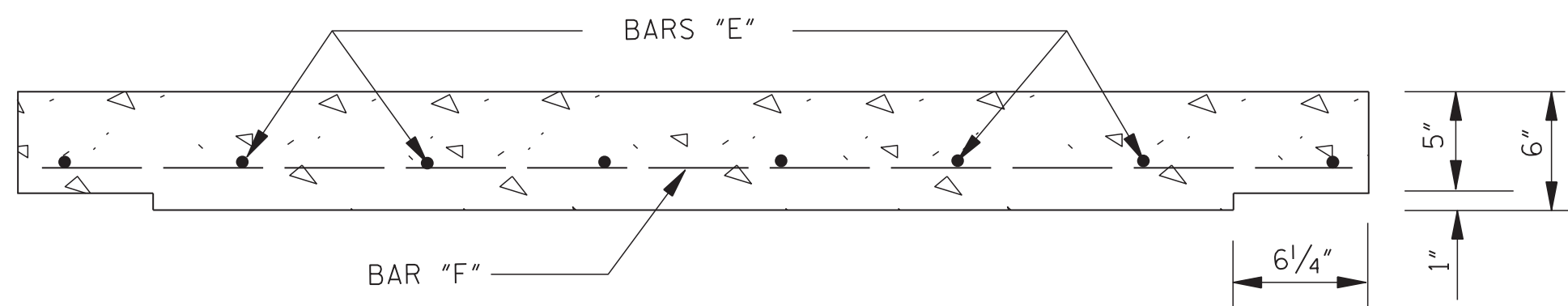
**MDOT**
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
ECD-15

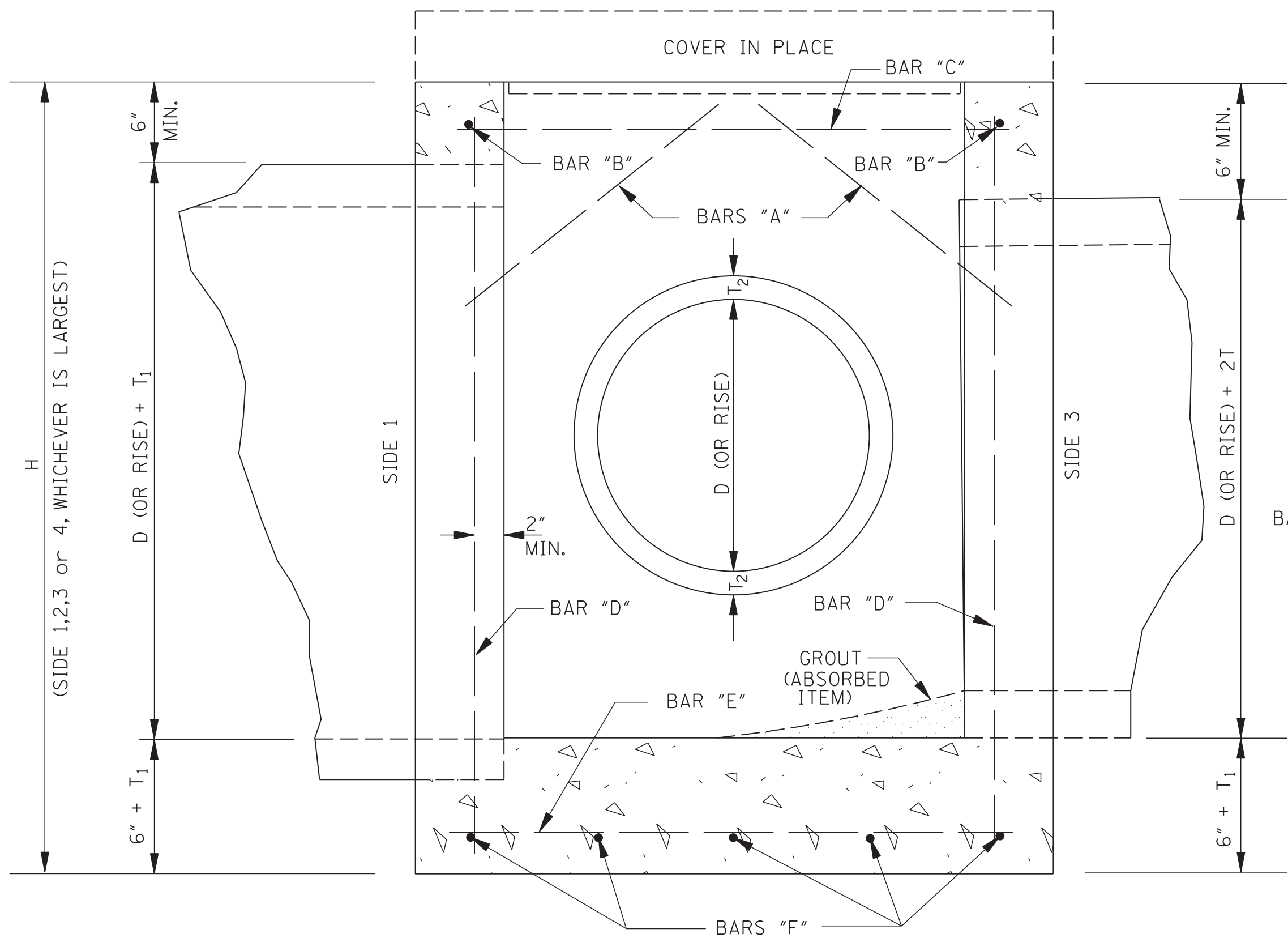
SHEET NUMBER
6115



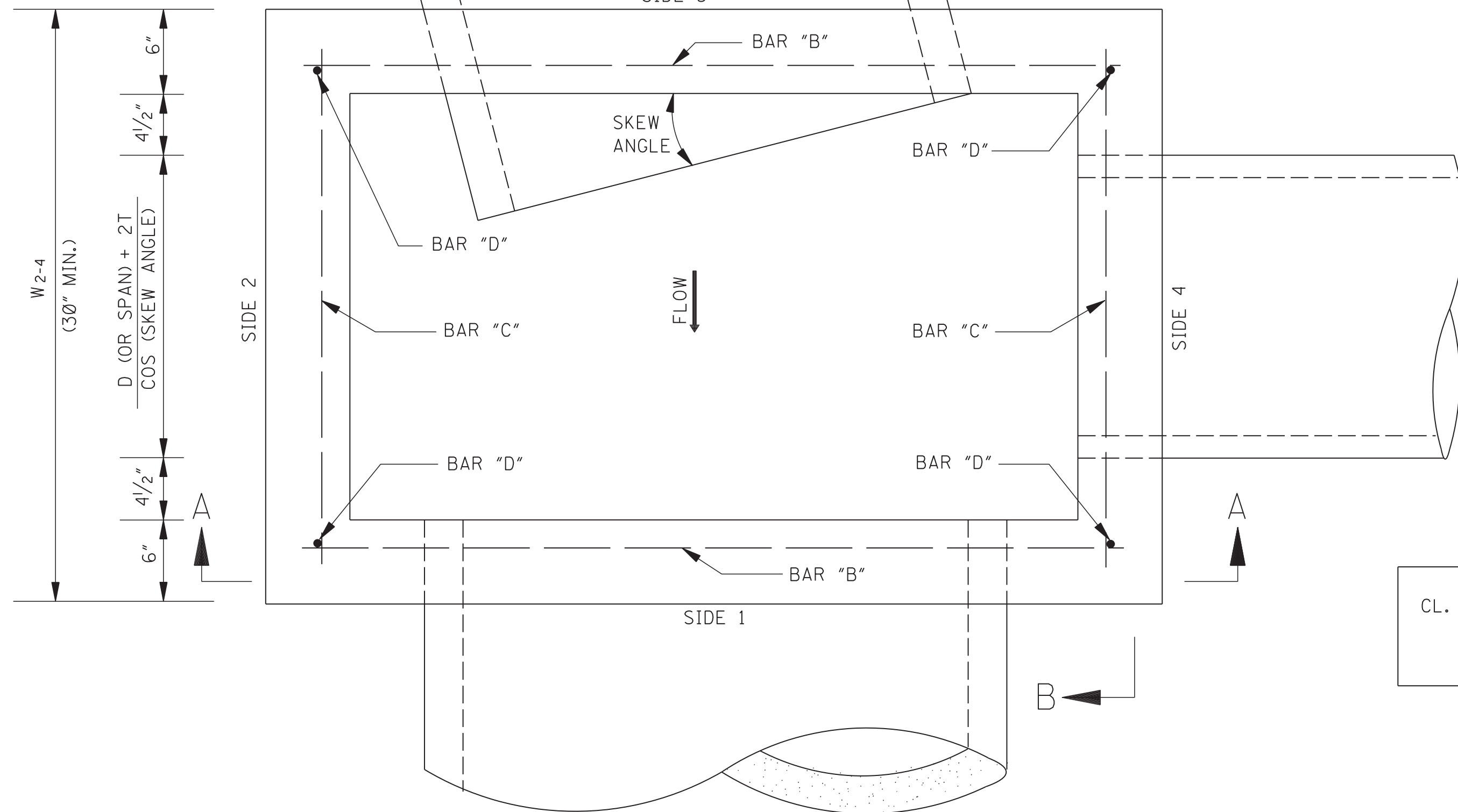
PLAN OF COVER



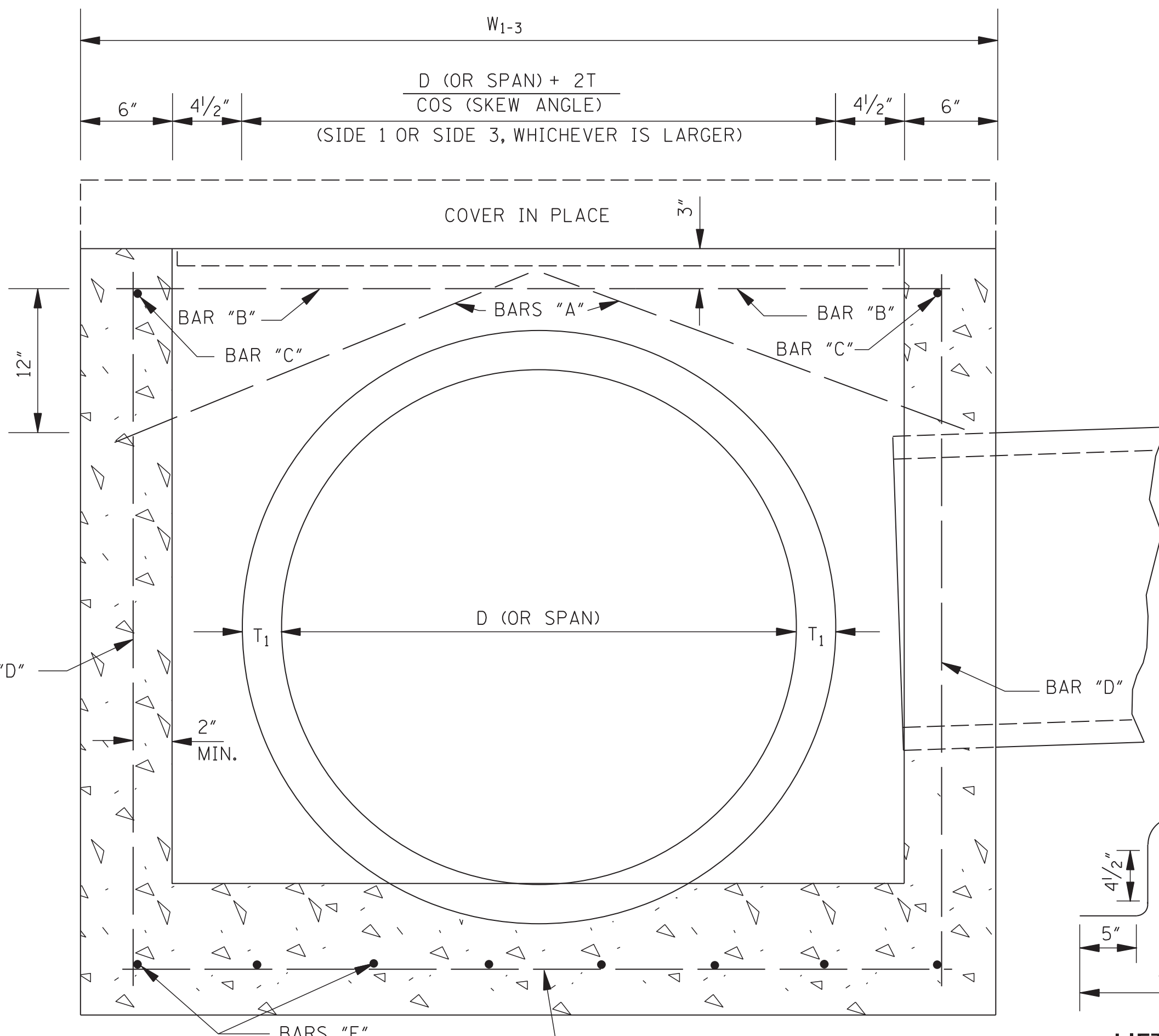
ELEVATION OF COVER



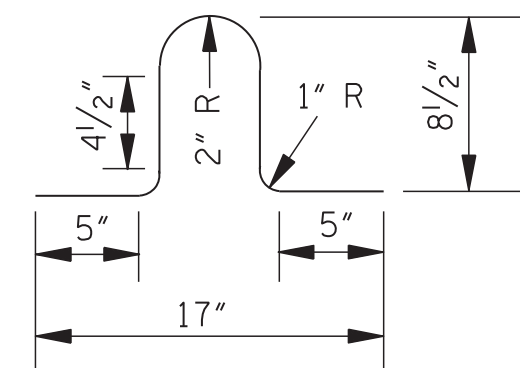
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196 + \left(\frac{W^*}{2} + 2\right)^2}$
B	#4	2	$W_{1-3} - 6"$
C	#4	2	$W_{2-4} - 6"$
D	#4	4	$H - 6"$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9"} \right)^{**} + 1 \right]$	$W_{2-4} - 4"$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9"} \right)^{**} + 1 \right]$	$W_{1-3} - 4"$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
 W_{1-3} = WIDTH OF SIDE 1 & SIDE 3
 W_{2-4} = WIDTH OF SIDE 2 & SIDE 4
 W^* = W_{1-3} OR W_{2-4} (SIDE OF ENTERING PIPE)
 ** = ROUND TO NEAREST WHOLE NUMBER

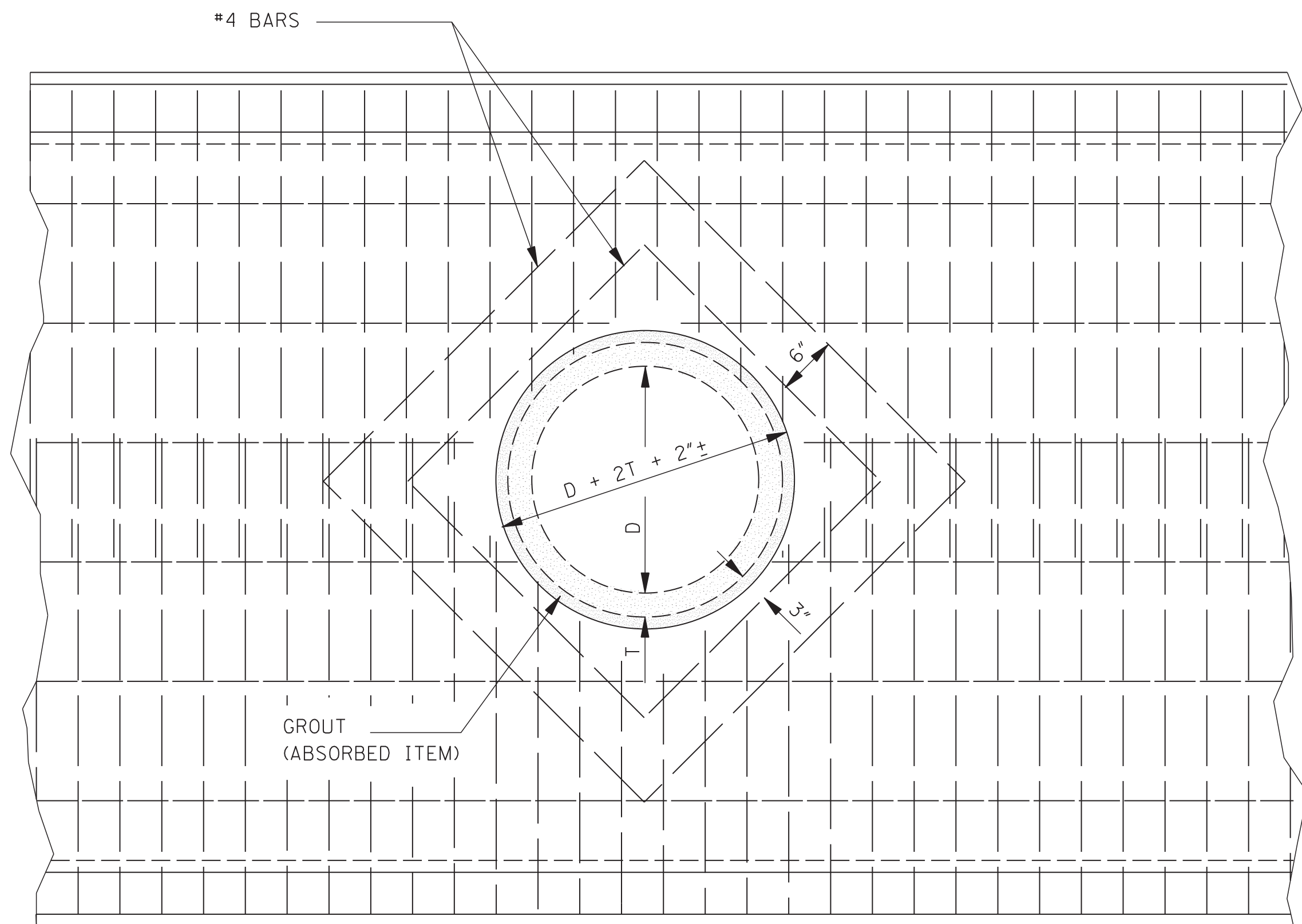
CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5" W_{1-3} W_{2-4}] + [1" (W_{1-3} - 12.5" W_{2-4} - 12.5") + [(T_1 + 6") W_{1-3} W_{2-4}]
Q2 = 12" [H - (T_1 + 6")] [(W_{1-3} - 12") + W_{2-4}]

COMMON PIPE SIZE						
CIRCULAR PIPE				ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)		PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2½"	0.053		22" × 13"	2½"	0.053
24"	3"	0.091		29" × 18"	3"	0.087
30"	3½"	0.138		36" × 23"	3½"	0.129
36"	4"	0.196		44" × 27"	4"	0.185
42"	4½"	0.263		51" × 31"	4½"	0.245
48"	5"	0.340		58" × 36"	5"	0.318
54"	5½"	0.427		65" × 40"	5½"	0.394
60"	6"	0.524		73" × 45"	6"	0.489
66"	6½"	0.630				
72"	7"	0.747				

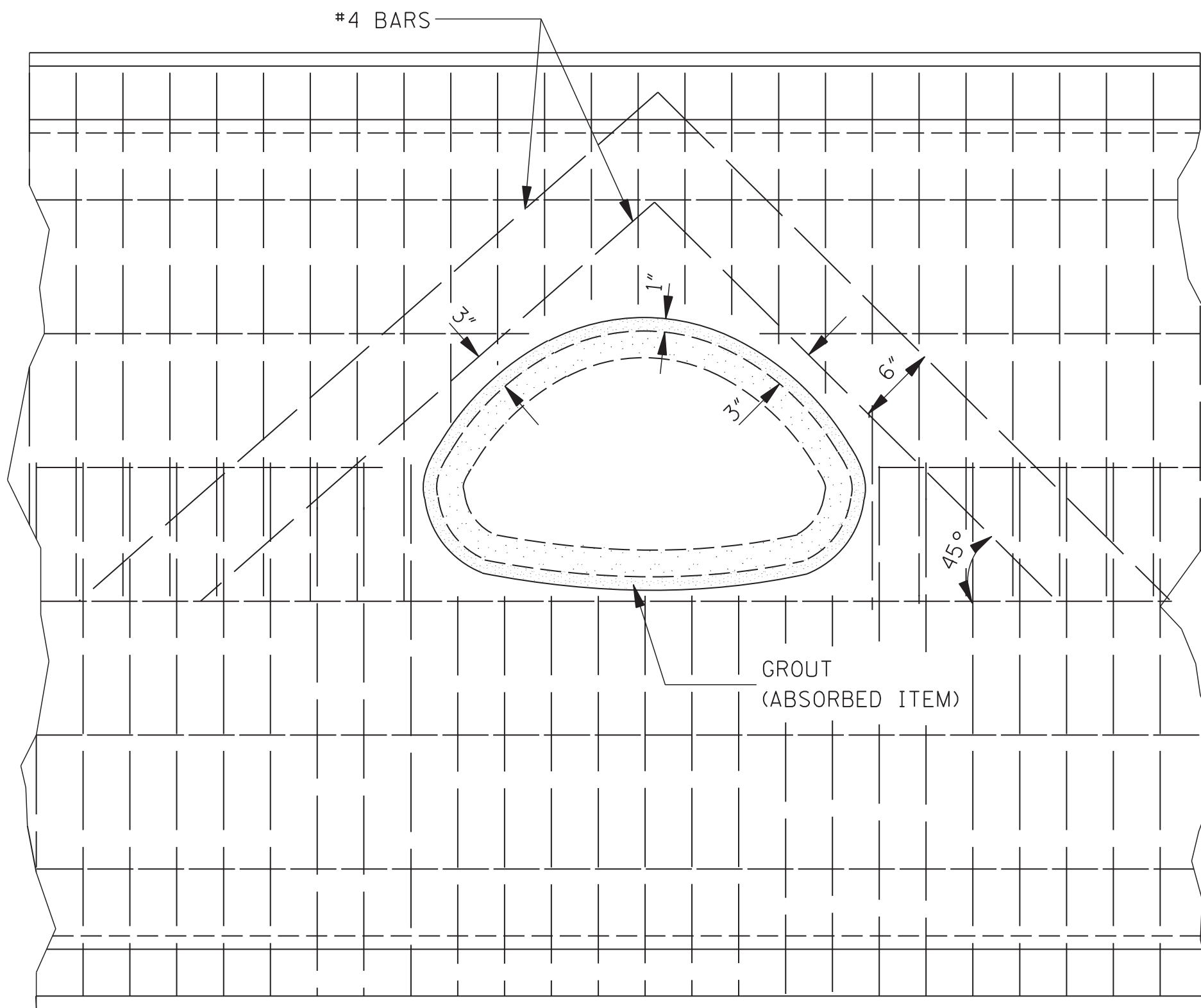
GENERAL NOTES:

- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
- QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
- SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
- IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	<i>JUNCTION BOX FOR PIPE CULVERTS</i>
				DATE	ISSUE DATE: <u> AUGUST 01, 2017 </u>
					 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER JB-1 SHEET NUMBER 6504



ELEVATION SHOWING CIRCULAR PIPE
STUBBED INTO BOX CULVERT BARREL OR WING-WALL



ELEVATION SHOWING ARCH PIPE STUBBED
INTO BOX CULVERT BARREL OR WING-WALL

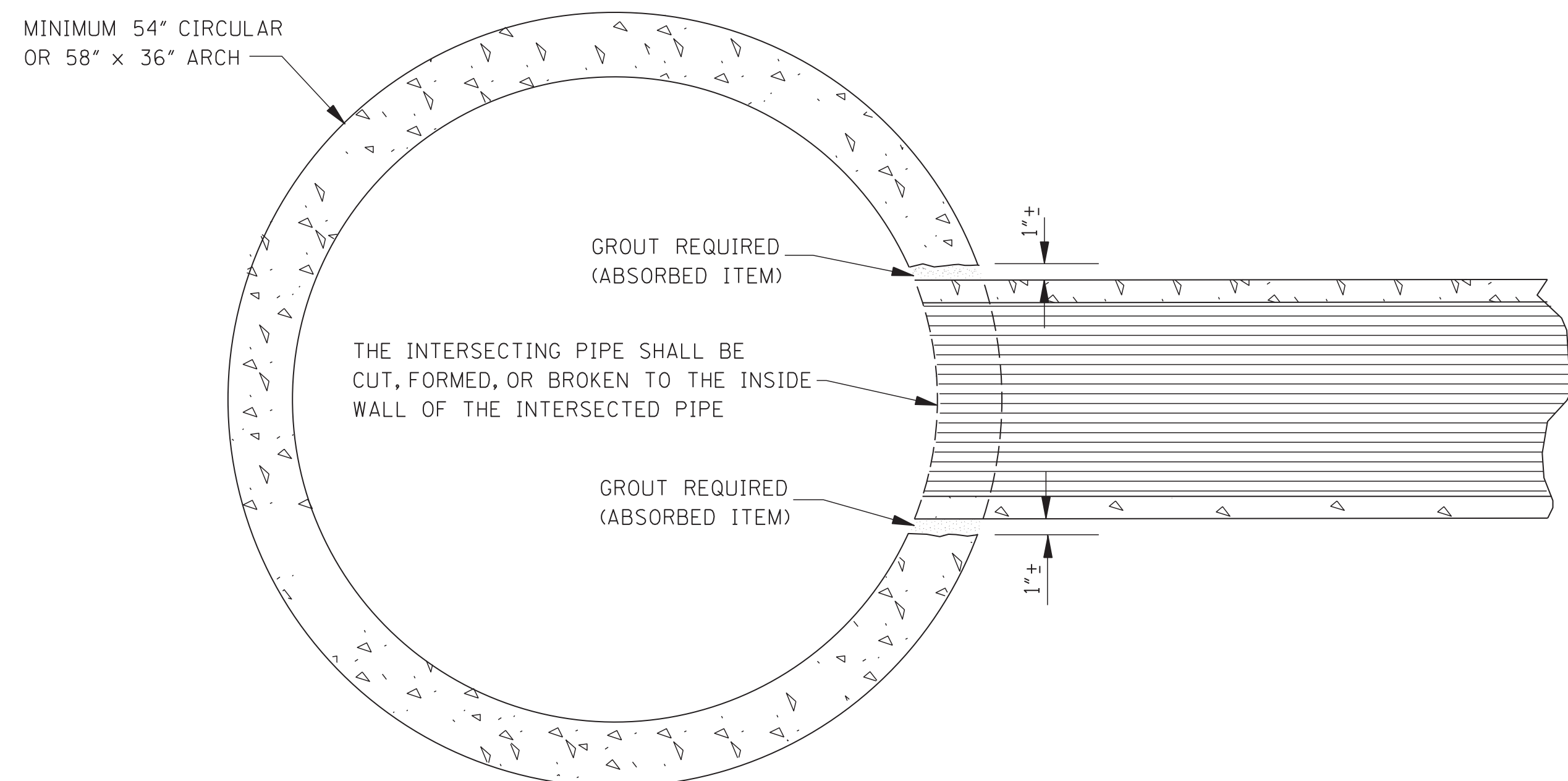
BAR LIST		
PIPE SIZE	#4 BARS	
	NO.	LGTH.
18"	4	2'-6"
	4	3'-6"
24"	4	3'-1"
	4	4'-1"
30"	4	3'-8 1/2"
	4	4'-8 1/2"
22" X 13"	2	3'-10"
	2	4'-9"
	1	5'-4"
29" X 18"	2	4'-6"
	1	5'-5"
	2	5'-5"
	1	6'-3"

NOTES:

1. A 24" DIAMETER PIPE IS THE MAXIMUM SIZE THAT MAY BE STUBBED INTO A 54" DIAMETER PIPE.
2. A 60" DIAMETER PIPE IS THE MINIMUM SIZE THAT A 30" DIAMETER PIPE MAY BE STUBBED INTO.

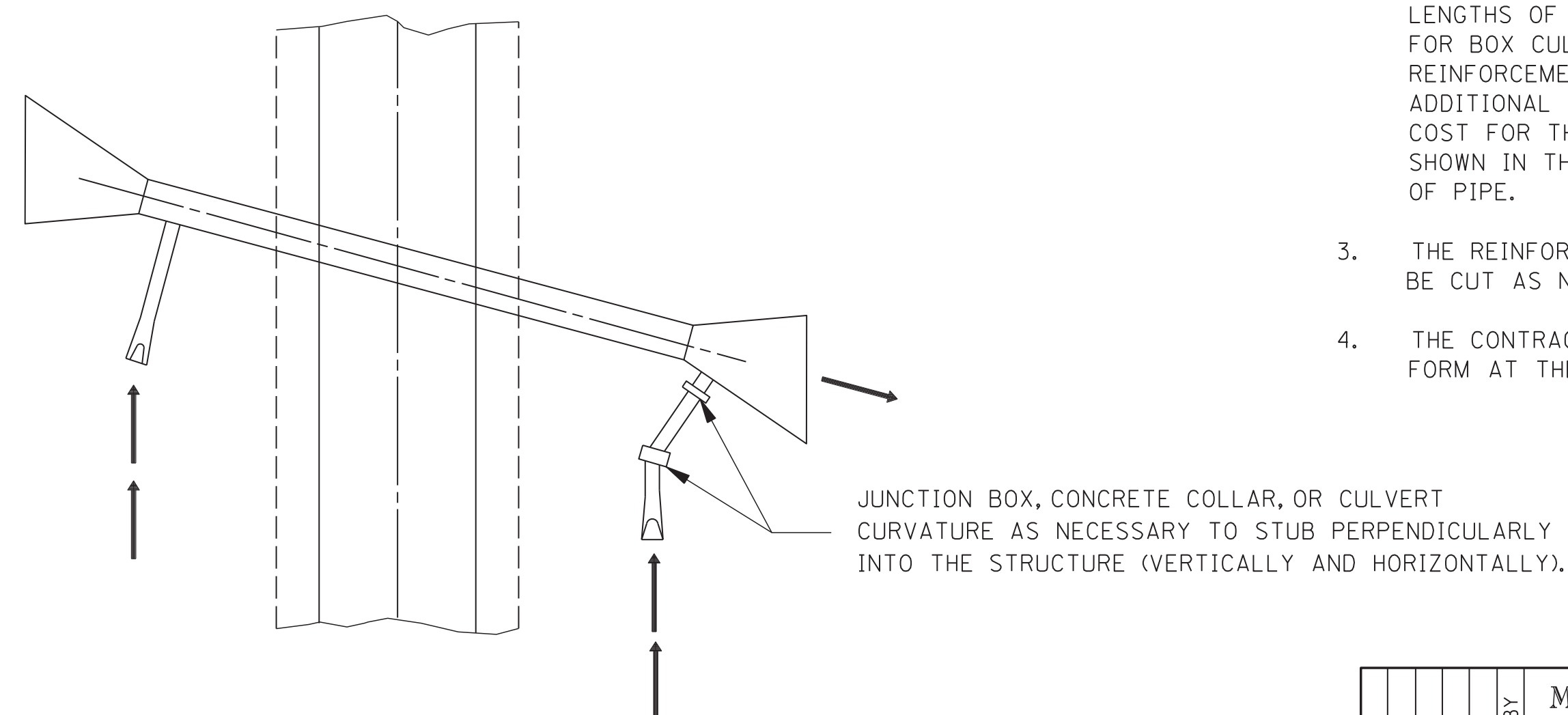
GENERAL NOTES:

1. PAYMENT FOR WORK AND MATERIALS FOR STUBBING A PIPE CULVERT INTO A BOX CULVERT OR CONCRETE PIPE SHALL BE PAID FOR AS A BRANCH CONNECTION OF THE APPROPRIATE SIZE, TYPE AND DESCRIPTION.
2. THE TABLE ON THIS SHEET INDICATES THE NUMBER AND LENGTHS OF ADDITIONAL REINFORCING STEEL BARS REQUIRED FOR BOX CULVERTS CONSTRUCTED. FOR A DOUBLE ROW OF REINFORCEMENT, DOUBLE THE NUMBER OF BARS SHOWN. THE ADDITIONAL REINFORCING STEEL SHALL BE INCLUDED IN THE COST FOR THIS TYPE OF BRANCH CONNECTION. THE QUANTITIES SHOWN IN THE TABLE ARE FOR THE MOST COMMON SIZES OF PIPE.
3. THE REINFORCEMENT OF THE INTERSECTED BOX OR PIPE SHALL BE CUT AS NECESSARY TO ACCOMMODATE THE STUBBED PIPE.
4. THE CONTRACTOR MAY INSERT THE INTERSECTING PIPE INTO THE FORM AT THE PROPER LOCATION IN LIEU OF FORMING BY BLOCKING OUT.



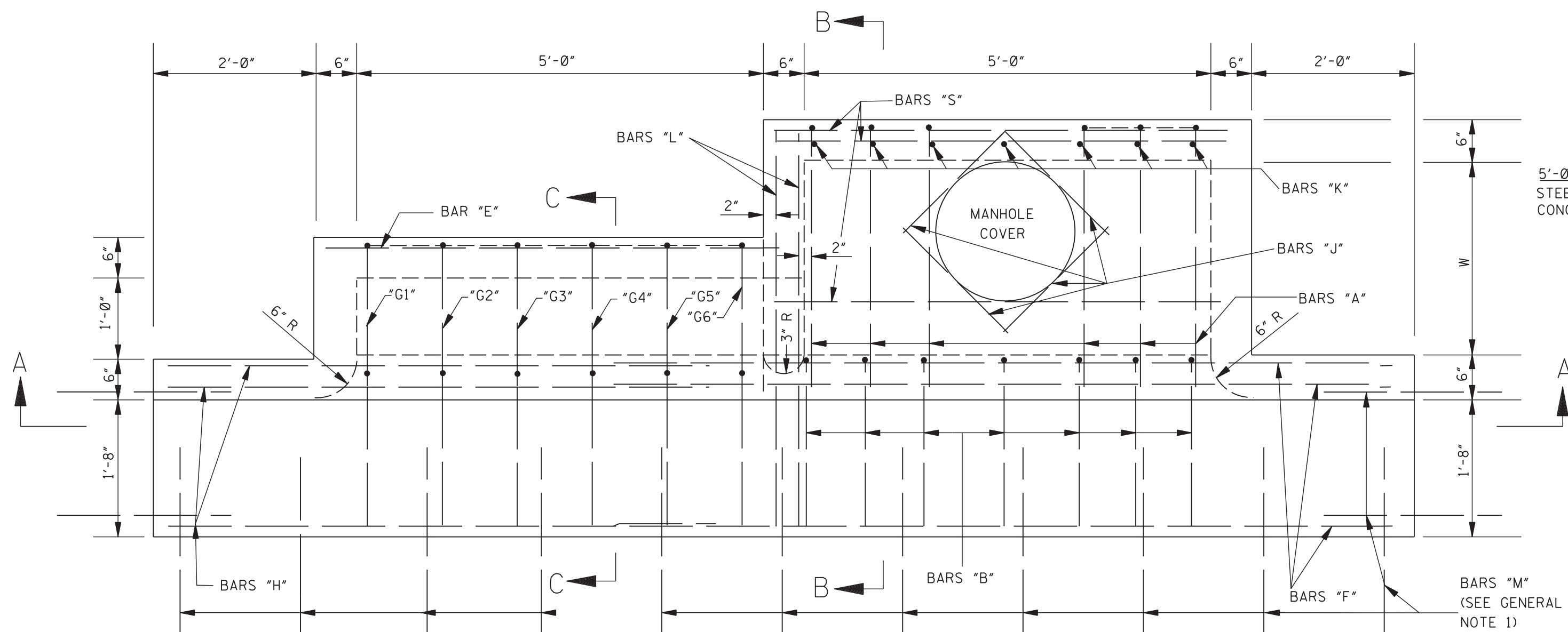
ELEVATION SHOWING PIPE CULVERT
STUBBED INTO CONCRETE PIPE CULVERT

NOTE: TYPICAL INSTALLATION FOR MEDIAN STUB TO CROSSING DRAIN WITH MINIMUM COVER.

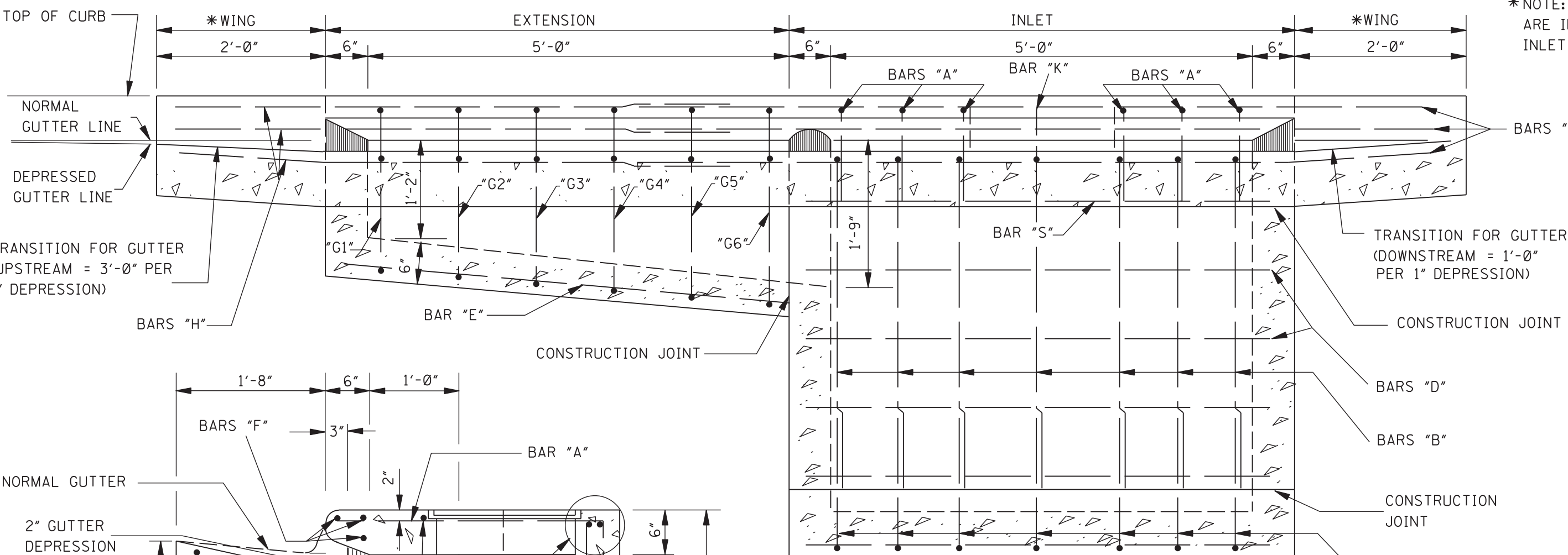


TYPICAL PLAN OF BRANCH CONNECTION
TO BOX CULVERT WING-WALL

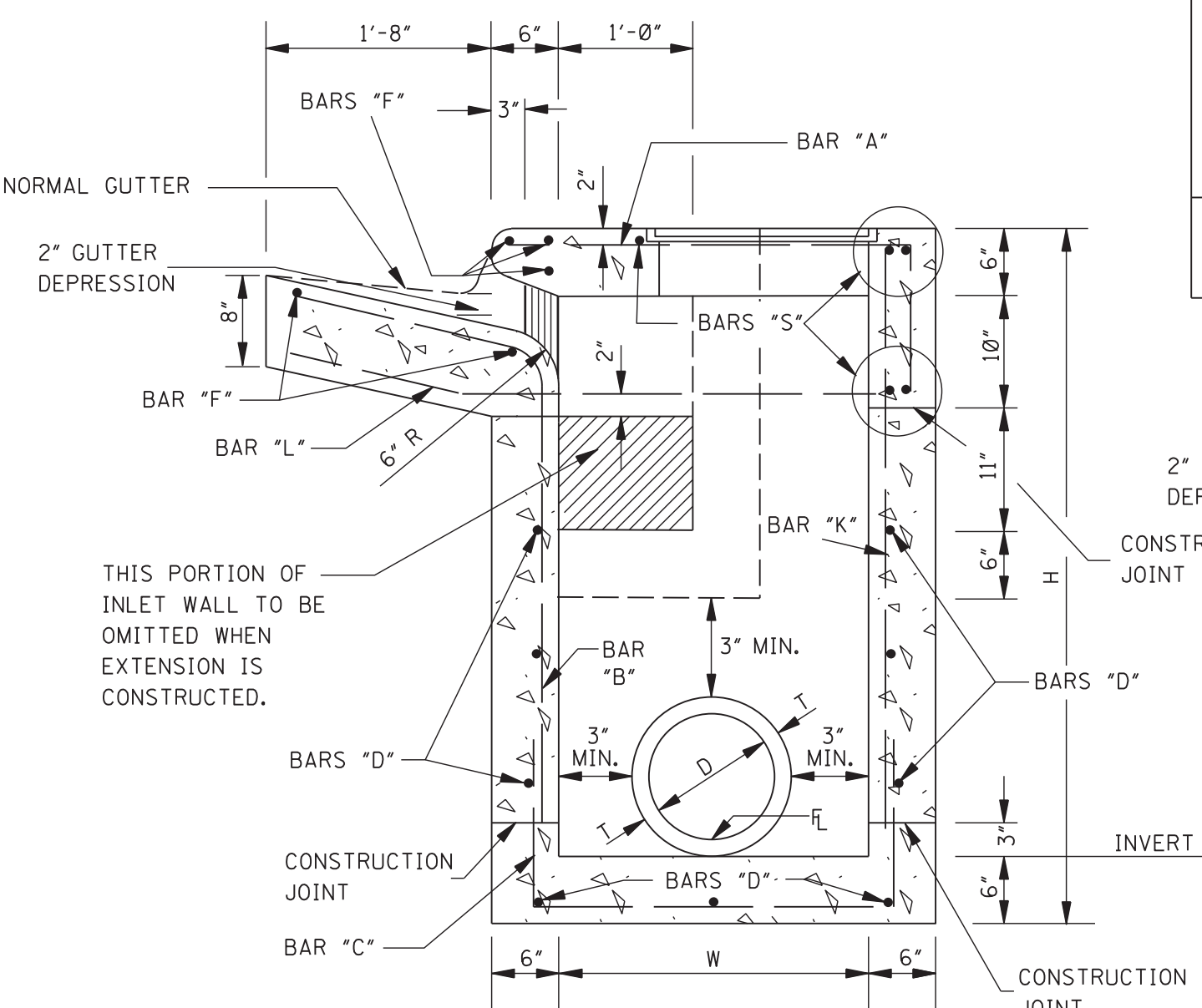
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	BRANCH CONNECTIONS
				DATE	WORKING NUMBER BC-1
				ISSUE DATE:	SHEET NUMBER 6507
					AUGUST 01, 2017



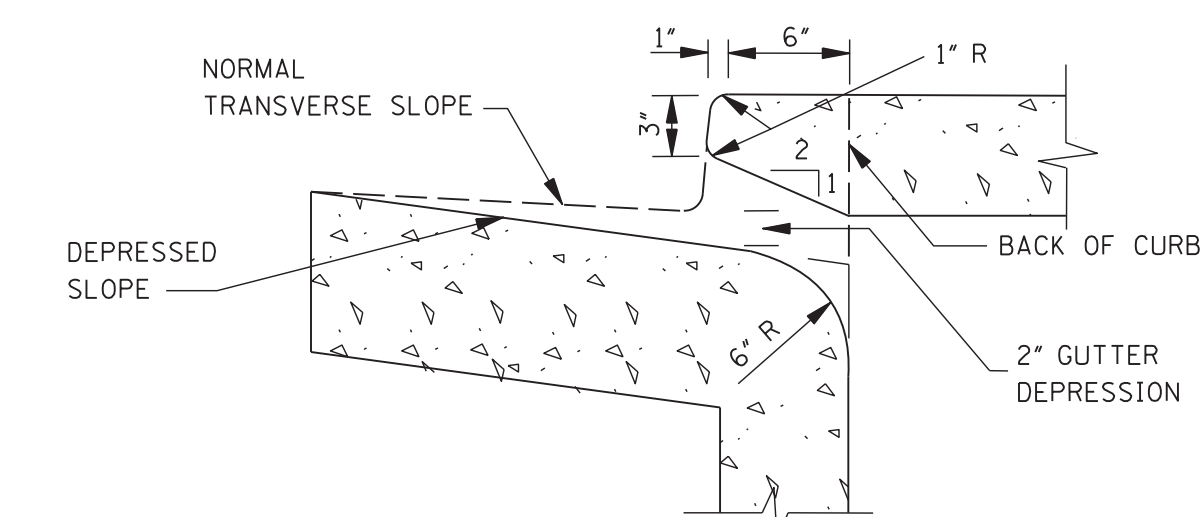
PLAN



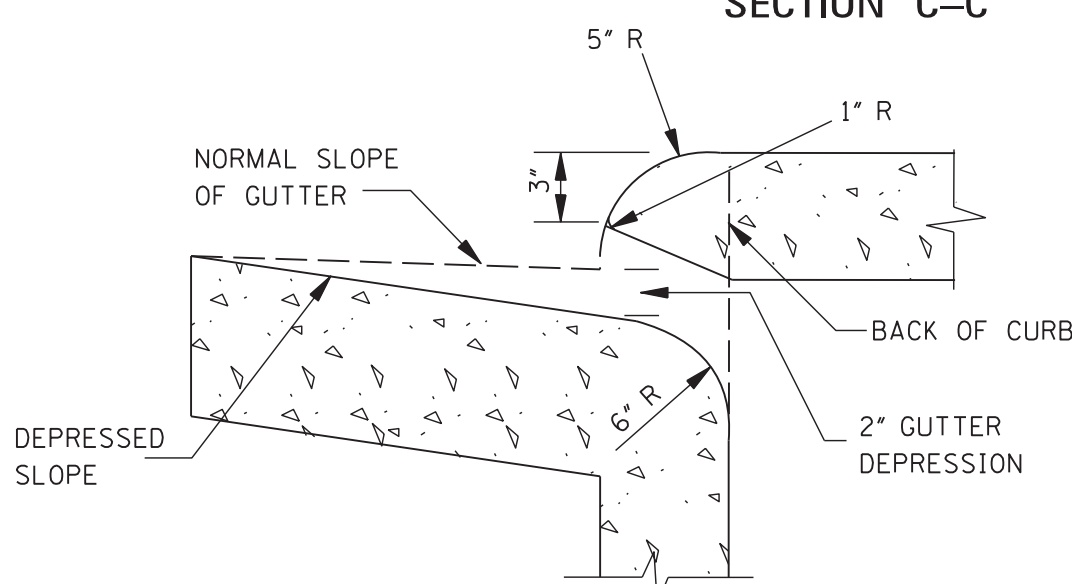
SECTION A-A



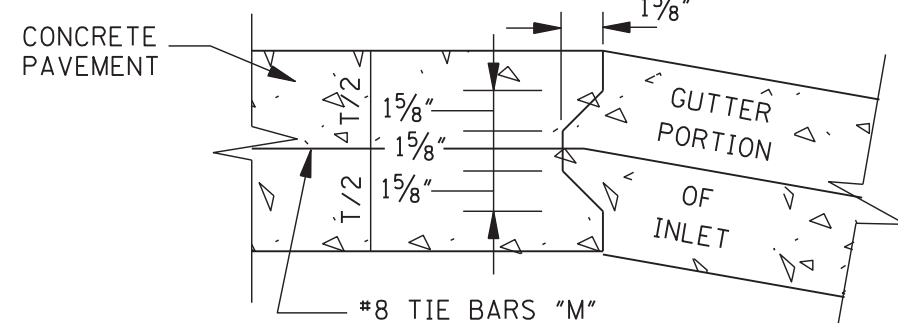
SECTION B-B



THROAT DETAIL OF BARRIER CURB

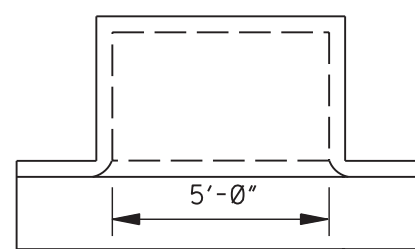


THROAT DETAIL OF ROLLED CURB



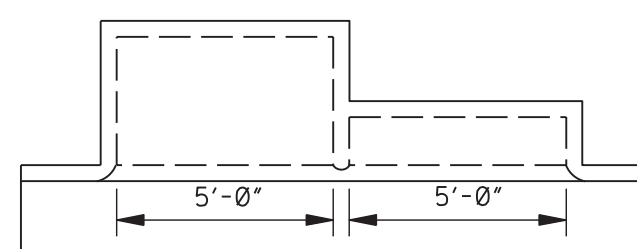
DETAIL OF KEYED CONSTRUCTION JOINTS

NOTE: FIELD BEND BARS "L" TO CENTER OF GUTTER SECTION



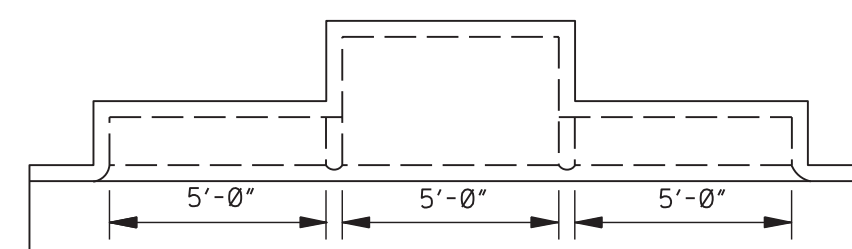
REGULAR INLET

5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27



INLET WITH ONE EXTENSION

10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27



INLET WITH TWO EXTENSIONS

15'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 341
CONC. = (WY + 5.5W + 6Y + 62.671)/27

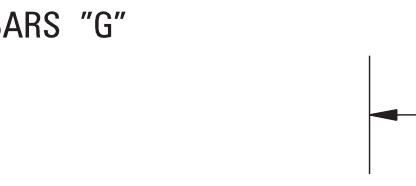
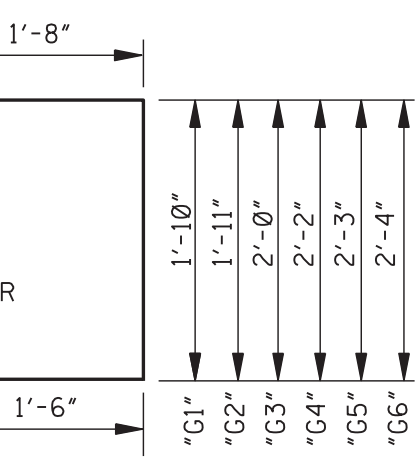
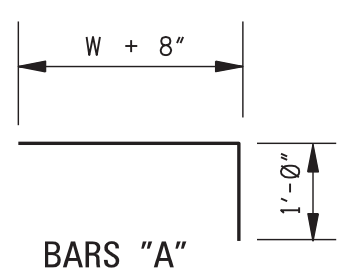
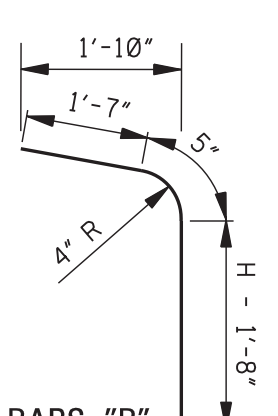
PLAN OF INLET AND EXTENSIONS

ADD. CONCRETE PER FOOT OF H		ADD. CONCRETE PER FOOT OF W	
W	yd ³ /ft	H	yd ³ /ft
2'-6"	0.315	3'-6"	0.315
3'-0"	0.333	4'-0"	0.333
3'-6"	0.352	4'-6"	0.352
4'-0"	0.371	5'-0"	0.370
4'-6"	0.389	5'-6"	0.389
5'-0"	0.408	6'-0"	0.408
5'-6"	0.426	6'-6"	0.426
6'-0"	0.445	7'-0"	0.445
6'-6"	0.463	7'-6"	0.463
7'-0"	0.481	8'-0"	0.482
		8'-6"	0.500

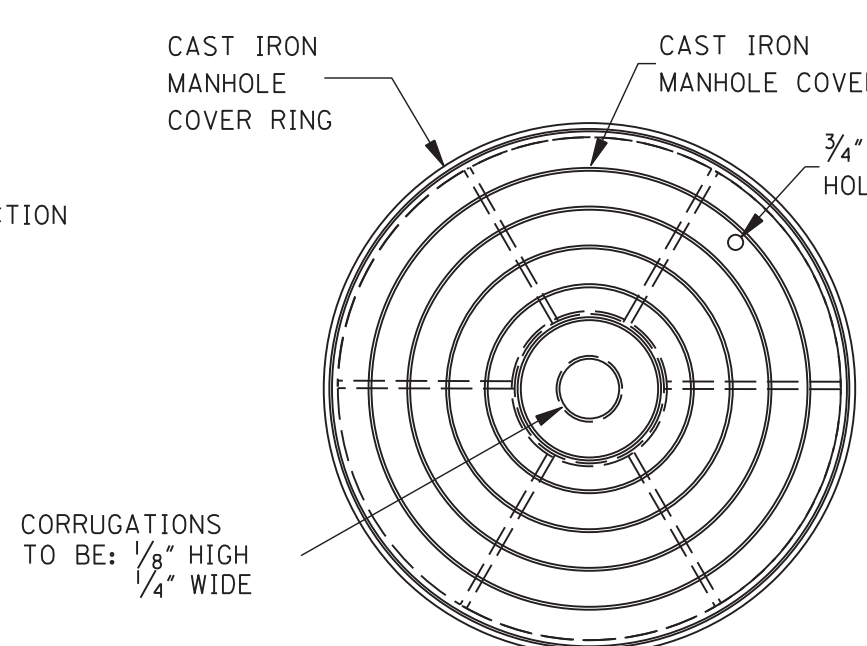
QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT
"E"	#4	5'-8"	AS SHOWN	3	11
"G"	#4	SEE SCHEDULE	0'-11"	6	34
"H"	#6	6'-9"	AS SHOWN	5	51
"L"	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³					

NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".

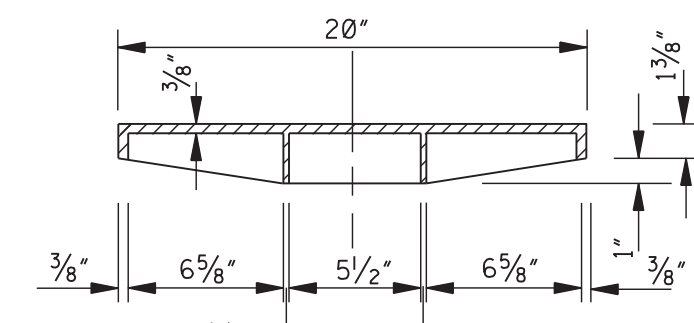
BAR "G" SCHEDULE	
BAR "G"	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"



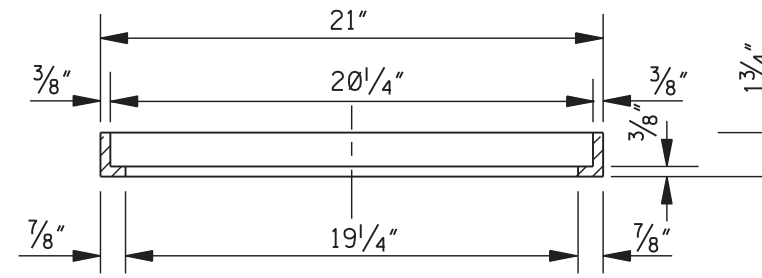
BAR DETAILS



PLAN



SECTION THRU MANHOLE COVER



SECTION THRU MANHOLE COVER RING

NOTE: WEIGHT OF RING & COVER = 79 lbs

- NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
 2. W = W ROUNDED TO NEAREST WHOLE FOOT.
 3. Y = (H-0.5).
 4. H' = (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
 5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

W=2'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET														* TOTAL STEEL	TOTAL CONC.
H	BAR "A" L = 4'-2" #4 @ 9"	BAR "C" L = 5'-8" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L=9'-8" #6	BAR "J" L=2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs		
3'-6"	6 17	7 27	5 19	5 19	5 73	4 6	3'-10"	7 18	2'-7"	7 12	190	2'-7"	7 12	190	1.99		
4'-0"	6 17	7 27	5 19	7 26	5 73	4 6	4'-4"	7 20	3'-1"	7 14	202	3'-1"	7 14	202	2.15		
4'-6"	6 17	7 27	5 19	7 26	5 73	4 6	4'-10"	7 23	3'-7"	7 17	207	3'-7"	7 17	207	2.31		
5'-0"	6 17	7 27	5 19	9 34	5 73	4 6	5'-4"	7 25	4'-1"	7 19	219	4'-1"	7 19	219	2.47		
5'-6"	6 17	7 27	5 19	9 34	5 73	4 6	5'-10"	7 27	4'-7"	7 21	224	4'-7"	7 21	224	2.62		
6'-0"	6 17	7 27	5 19	11 42	5 73	4 6	6'-4"	7 30	5'-1"	7 24	238	5'-1"	7 24	238	2.78		
6'-6"	6 17	7 27	5 19	11 42	5 73	4 6	6'-10"	7 32	5'-7"	7 26	240	5'-7"	7 26	240	2.94		
7'-0"	6 17	7 27	5 19	13 49	5 73	4 6	7'-4"	7 34	6'-1"	7 28	253	6'-1"	7 28	253	3.10		
7'-6"	6 17	7 27	5 19	13 49	5 73	4 6	7'-10"	7 37	6'-7"	7 31	257	6'-7"	7 31	257	3.25		

W=3'-0"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET														* TOTAL STEEL	TOTAL CONC.
H	BAR "A" L = 4'-8" #4 @ 9"	BAR "C" L = 6'-2" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L=9'-8" #6	BAR "J" L=2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs		
3'-6"	6 19	7 29	5 19	5 19	5 73	4 6	3'-10"	7 18	2'-7"	7 12	194	2'-7"	7 12	194	2.15		
4'-0"	6 19	7 29	5 19	7 26	5 73	4 6	4'-4"	7 20	3'-1"	7 14	206	3'-1"	7 14	206	2.32		
4'-6"	6 19	7 29	5 19	7 26	5 73	4 6	4'-10"	7 23	3'-7"	7 17	211	3'-7"	7 17	211	2.49		
5'-0"	6 19	7 29	5 19	9 34	5 73	4 6	5'-4"	7 25	4'-1"	7 19	223	4'-1"	7 19	223	2.65		
5'-6"	6 19	7 29	5 19	9 34	5 73	4 6	5'-10"	7 27	4'-7"	7 21	228	4'-7"	7 21	228	2.82		
6'-0"	6 19	7 29	5 19	11 42	5 73	4 6	6'-4"	7 30	5'-1"	7 24	240	5'-1"	7 24	240	2.99		
6'-6"	6 19	7 29	5 19	11 42	5 73	4 6	6'-10"	7 32	5'-7"	7 26	245	5'-7"	7 26	245	3.15		
7'-0"	6 19	7 29	5 19	13 49	5 73	4 6	7'-4"	7 34	6'-1"	7 28	257	6'-1"	7 28	257	3.32		
7'-6"	6 19	7 29	5 19	13 49	5 73	4 6	7'-10"	7 37	6'-7"	7 31	262	6'-7"	7 31	262	3.49		

W=3'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET														* TOTAL STEEL	TOTAL CONC.
H	BAR "A" L = 5'-2" #4 @ 9"	BAR "C" L = 6'-8" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L=9'-8" #6	BAR "J" L=2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs		
3'-6"	6 21	7 31	5 19	6 23	5 73	4 6	3'-10"	7 18	2'-7"	7 12	202	2'-7"	7 12	202	2.31		
4'-0"	6 21	7 31	5 19	8 30	5 73	4 6	4'-4"	7 20	3'-1"	7 14	214	3'-1"	7 14	214	2.49		
4'-6"	6 21	7 31	5 19	8 30	5 73	4 6	4'-10"	7 23	3'-7"	7 17	219	3'-7"	7 17	219	2.66		
5'-0"	6 21	7 31	5 19	10 38	5 73	4 6	5'-4"	7 25	4'-1"	7 19	231	4'-1"	7 19	231	2.84		
5'-6"	6 21	7 31	5 19	10 38	5 73	4 6	5'-10"	7 27	4'-7"	7 21	236	4'-7"	7 21	236	3.01		
6'-0"	6 21	7 31	5 19	12 45	5 73	4 6	6'-4"	7 30	5'-1"	7 24	248	5'-1"	7 24	248	3.19		
6'-6"	6 21	7 31	5 19	12 45	5 73	4 6	6'-10"	7 32	5'-7"	7 26	253	5'-7"	7 26	253	3.37		
7'-0"	6 21	7 31	5 19	14 53	5 73	4 6	7'-4"	7 34	6'-1"	7 28	265	6'-1"	7 28	265	3.54		
7'-6"	6 21	7 31	5 19	14 53	5 73	4 6	7'-10"	7 37	6'-7"	7 31	270	6'-7"	7 31	270	3.72		

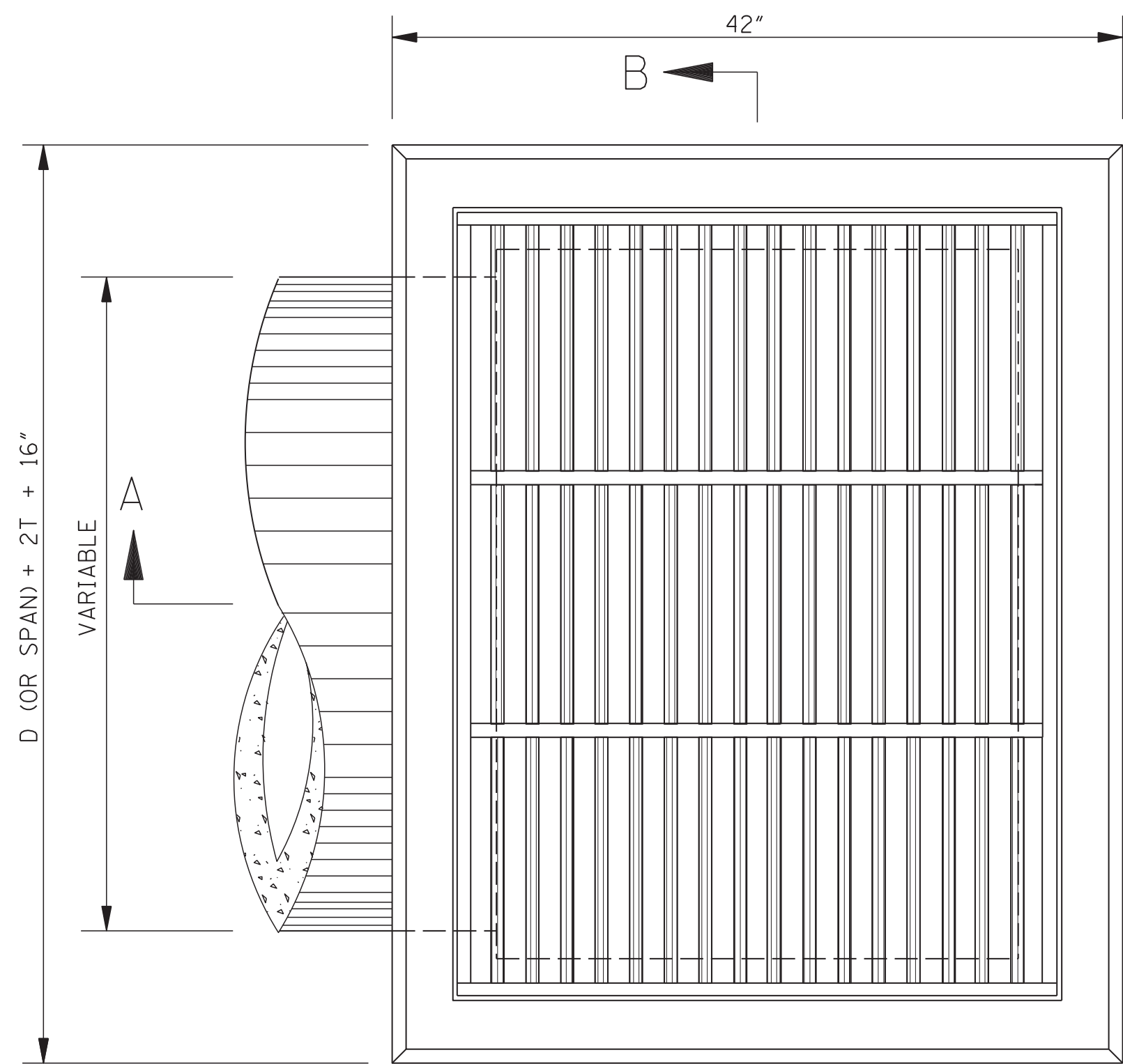
* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".

- GENERAL NOTES:
1. WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTERGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S). #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSION(S).
 2. THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
 3. FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
 4. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
 5. WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.

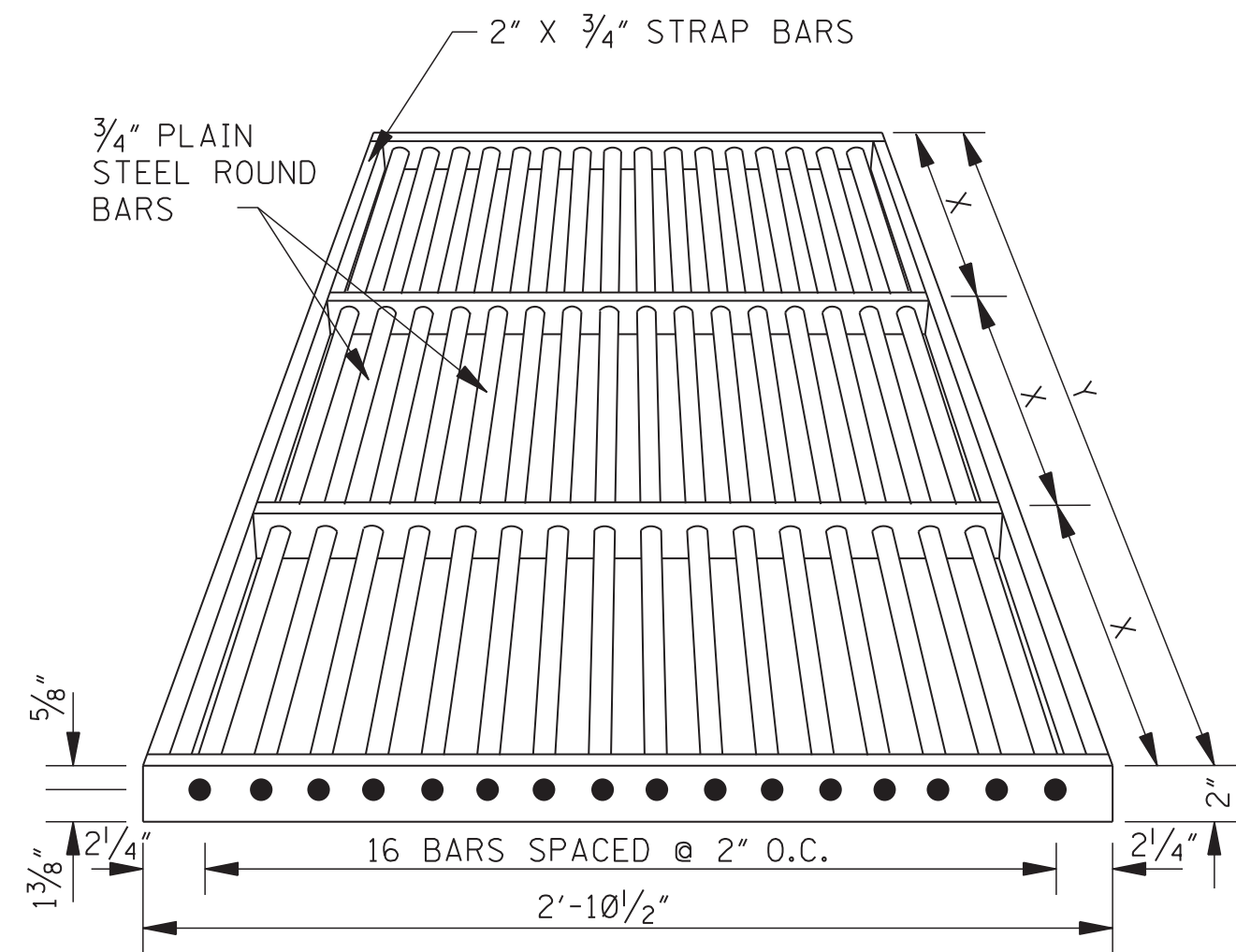
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"A", #4 BARS	AS PER TABLE
"B", #4 BARS	D (OR SPAN) + 2T + 9"
"C", #4 BARS	34"
"D", #4 BARS	D (OR RISE) + T + 4"

BARS "A", "B", "C" & "D"

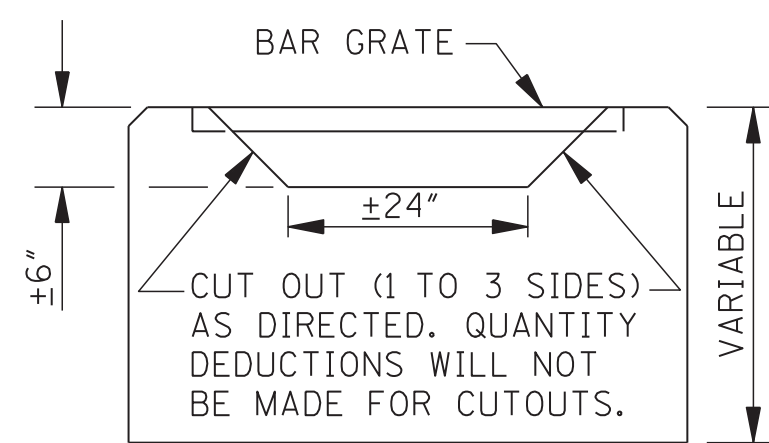


PLAN

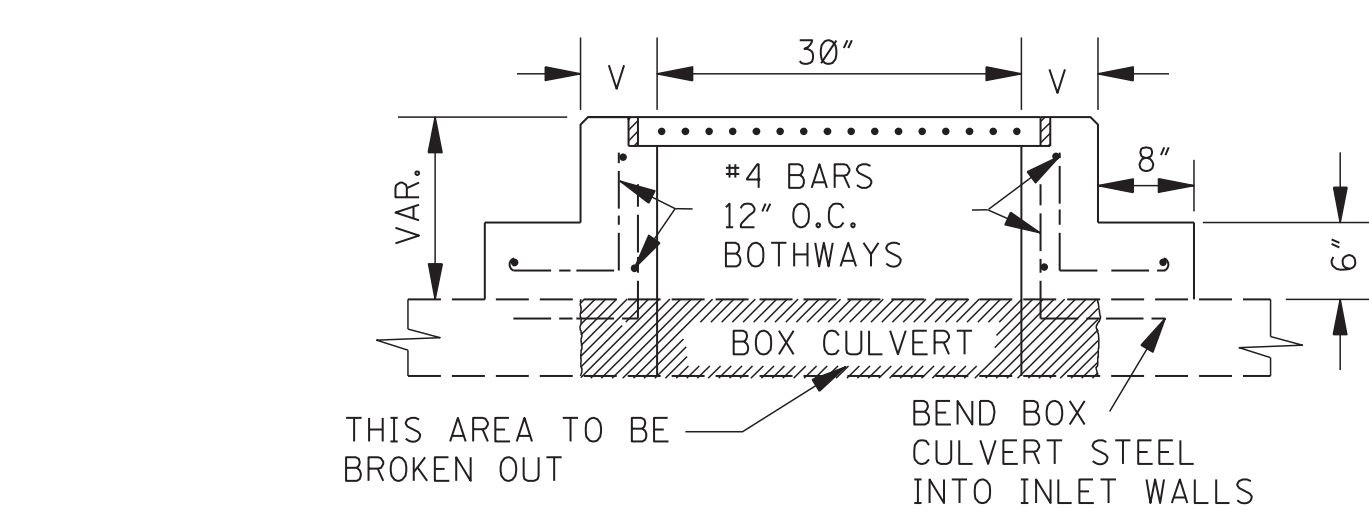


BAR GRATE DETAILS

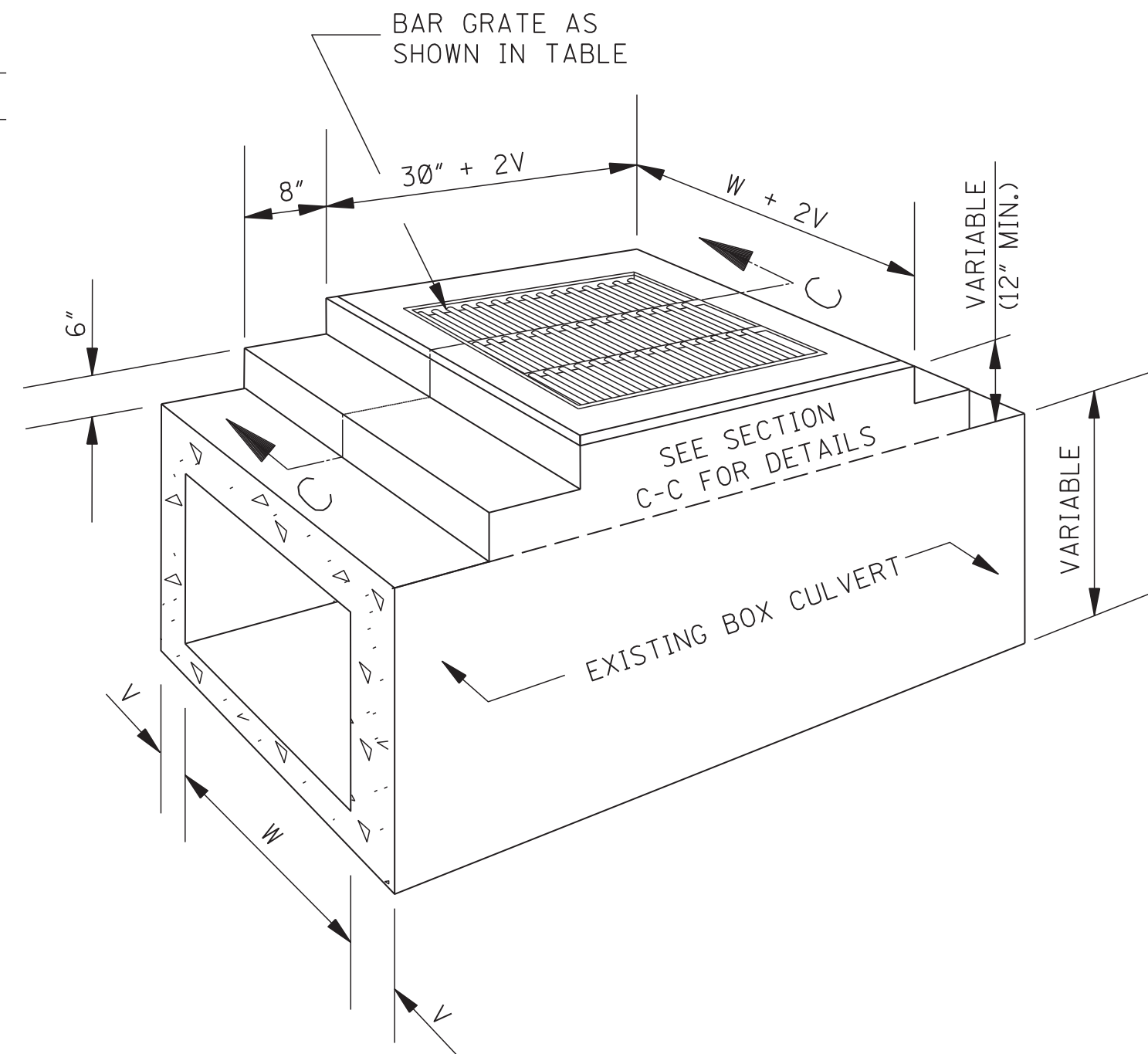
NOTE: JUNCTIONS OF ROUND AND STRAP BARS SHALL BE WELDED. GRATE SHALL BE SHOP COATED WITH APPROVED EPOXY MASTIC PAINT.



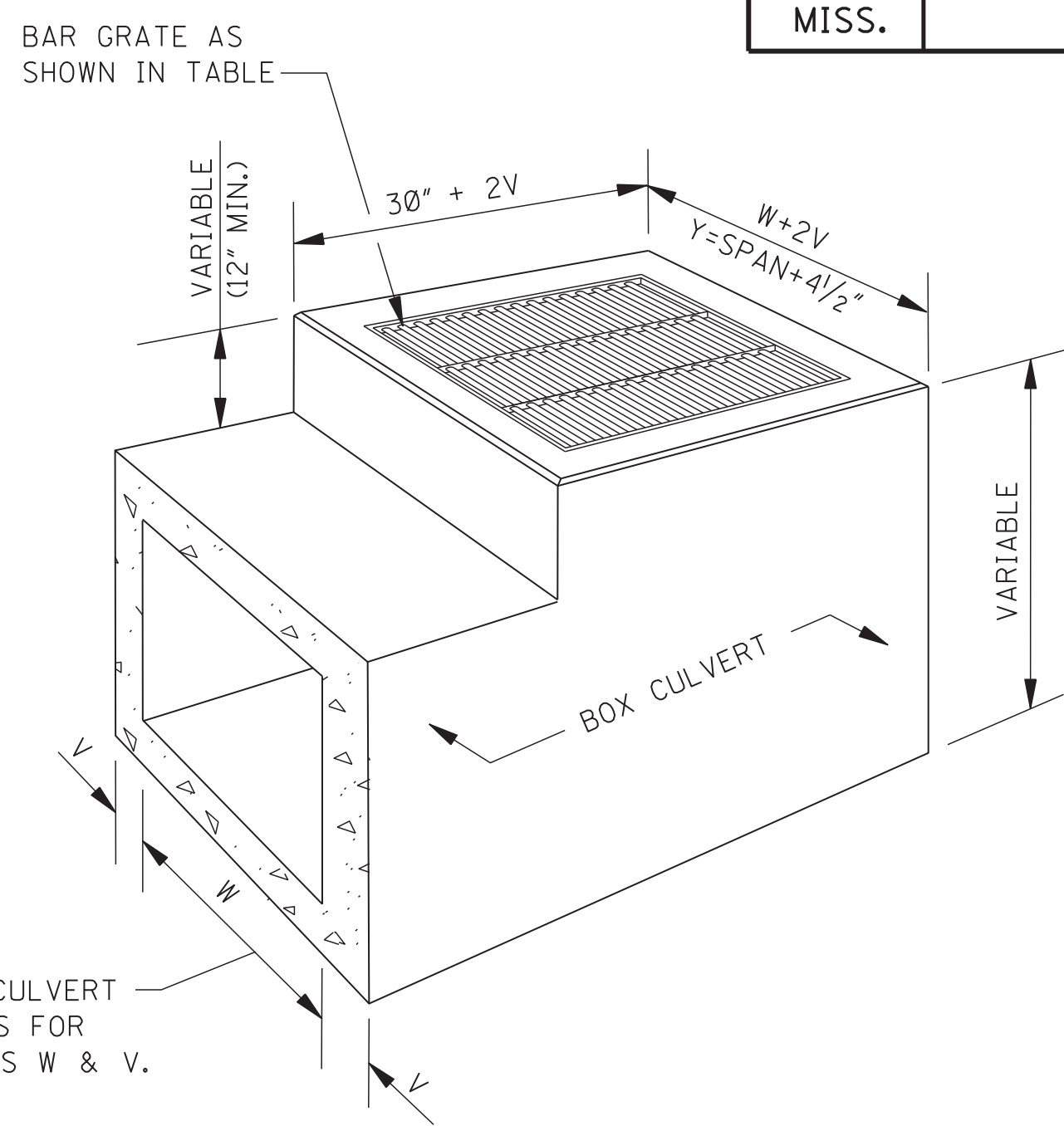
ELEVATION
MODIFIED PIPE OR
BOX CULVERT INLET



SECTION C-C



SECTIONAL PERSPECTIVE
INLET ON EXISTING BOX CULVERT



SECTIONAL PERSPECTIVE
INLET USED IN LIEU OF HEADWALLS

PIPE INLETS					BOX CULVERT INLETS				
PIPE SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)	BOX CULVERT SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)
18"	2'-7 1/2"	1'-3 3/4"	2	127	2' X 2'	2'-4 1/2"	1'-2 1/4"	2	119
22" X 13"	2'-11 1/2"	1'-5 3/4"	2	139	3' X 2'	3'-4 1/2"	1'-1 1/2"	3	166
24"	3'-2 1/2"	1'-7 1/4"	2	147	4' X 2'	4'-4 1/2"	1'-5 1/2"	3	200
29" X 18"	3'-7"	1'-2 1/2"	3	173	5' X 2'	5'-4 1/2"	1'-4 1/8"	4	247
30"	3'-9 1/2"	1'-3 3/4"	3	180	6' X 2'	6'-4 1/2"	1'-3 3/4"	5	293
36"	4'-4 1/2"	1'-5 1/2"	3	200	7' X 2'	7'-4 1/2"	1'-5 1/8"	5	328
42"	4'-11 1/2"	1'-2 1/8"	4	232	8' X 2'	8'-4 3/4"	1'-4 3/4"	6	374
48"	5'-6 1/2"	1'-4 5/8"	4	252	3' X 3'	3'-4 1/2"	1'-1 1/2"	3	166
54"	6'-1 1/2"	1'-6 3/8"	4	272	4' X 3'	4'-4 1/2"	1'-5 1/2"	3	200
60"	6'-8 1/2"	1'-4 3/32"	5	305	5' X 3'	5'-4 1/2"	1'-4 1/8"	4	247
					6' X 3'	6'-4 1/2"	1'-3 3/4"	5	293

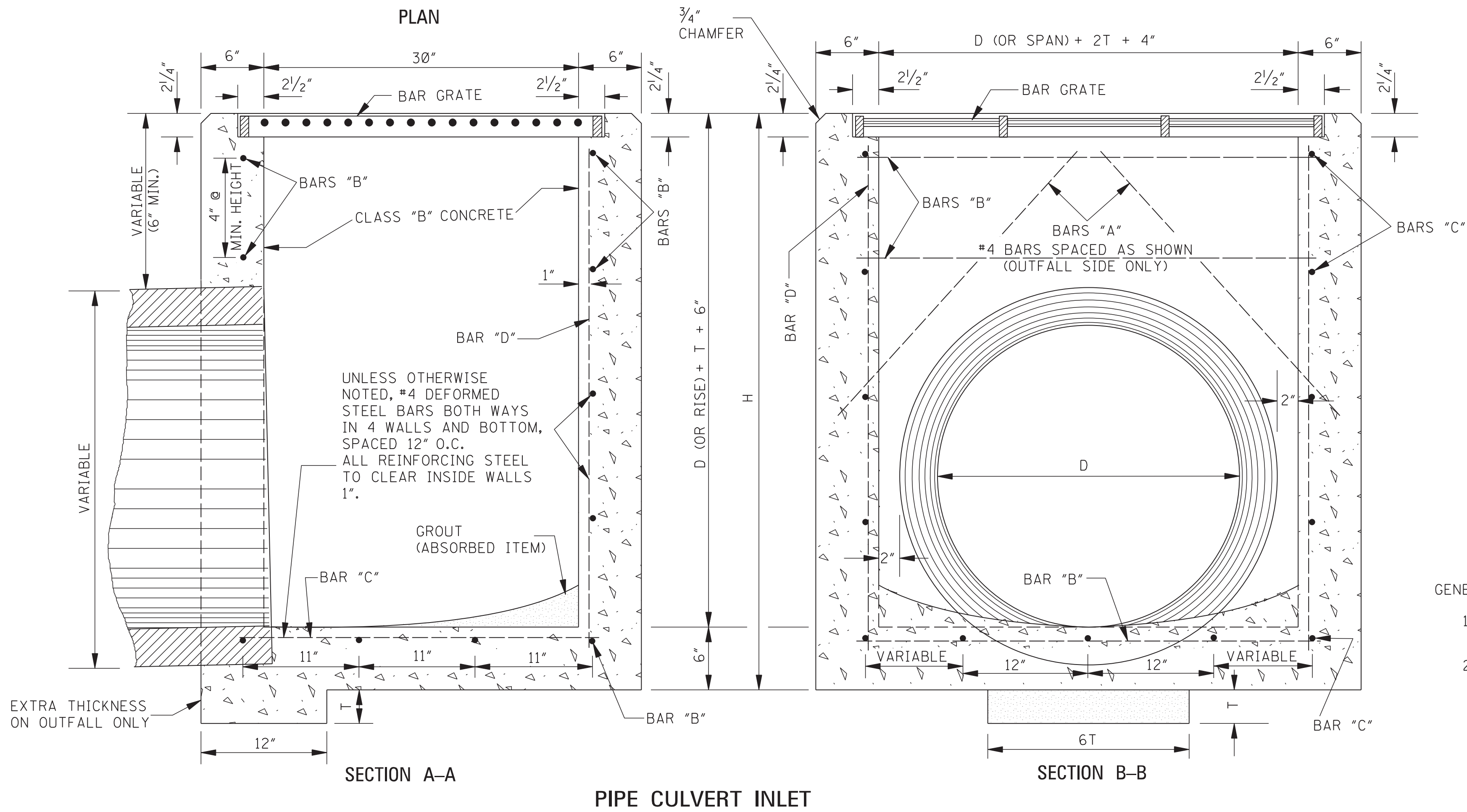
QUANTITIES

PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		EACH ADDED FOOT		PIPE OPENING DEDUCTION (yd ³)	T	BARS/SIZES			
		CONC * (yd ³)	STEEL (lbs)	CONC (yd ³)	STEEL (lbs)			"A" #4	"B" #4	"C" #4	"D" #4
								NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.
18"	2.209'	0.623	42	0.213	13	0.053	2 1/2"	2 @ 21"	8 @ 32"	7 @ 34"	9 @ 24 1/2"
22" X 13"	1.833'	0.586	42	0.225	14	0.053	2 1/2"	2 @ 25"	8 @ 36"	7 @ 34"	9 @ 20"
24"	2.750'	0.800	55	0.235	14	0.091	3"	2 @ 25"	9 @ 39"	9 @ 34"	9 @ 31"
29" X 18"	2.250'	0.742	57	0.248	16	0.087	3"	2 @ 30"	9 @ 43 1/2"	9 @ 34"	11 @ 25"
30"	3.292'	0.992	70	0.256	16	0.138	3 1/2"	2 @ 30"	9 @ 46"	11 @ 34"	11 @ 37 1/2"
36"	3.834'	1.198	85	0.278	17	0.196	4"	2 @ 33"	10 @ 53"	13 @ 34"	11 @ 44"
42"	4.375'	1.418	93	0.299	18	0.263	4 1/2"	2 @ 36"	10 @ 60"	13 @ 34"	11 @ 50 1/2"
48"	4.917'	1.653	109	0.321	19	0.340	5"	2 @ 39"	11 @ 67"	15 @ 34"	11 @ 57"
54"	5.458'	1.902	136	0.343	21	0.427	5 1/2"	2 @ 42"	12 @ 74"	19 @ 34"	13 @ 63 1/2"
60"	6.000'	2.165	146	0.364	21	0.524	6"	2 @ 47"	12 @ 81"	19 @ 34"	13 @ 70"

*NOTE: ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.

GENERAL NOTES:

- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- BOX CULVERTS:
 - UNLESS OTHERWISE SHOWN, THE DETAILS OF THE BOX CULVERT INLETS SHALL CONFORM TO THOSE SHOWN FOR THE PIPE INLETS.
 - BOX CULVERT REINFORCEMENT SHALL BE CONTINUED AND RESHAPED TO ACCOMMODATE THE INLET BOX. ADDITIONAL BARS SHALL BE THE SAME DIAMETER AS THOSE IN THE BOX CULVERT AND THE CONCRETE SHALL BE THE SAME. QUANTITIES SHALL BE COMPUTED IN CONJUNCTION WITH QUANTITIES FOR BOX CULVERT.



PIPE CULVERT INLET

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**DROP INLET AND GRATE
DETAILS FOR PIPE
AND BOX CULVERTS**



WORKING NUMBER
B-9

SHEET NUMBER
6527

ISSUE DATE: AUGUST 01, 2017



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 2, 2022

Re: Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the fiscal year beginning October 1, 2022 and ending September 30, 2023; authorize publication of public notice setting a hearing for September 6, 2022 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.
File Number: 2022-554
Minute Book #

Summary

Recommendation Statement

Please place this on the August 2, 2022 City Council meeting for consideration.

**PUBLIC NOTICE AND ORDER OF MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING A
MOTOR VEHICLE ASSESMENT SCHEDULE FOR THE CITY OF
HATTIESBURG, MISSISSIPPI FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30,
2023.**

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi, have received from the Mississippi Department of Revenue notice of the adoption of the Motor Vehicle Assessment Schedule by said department for the fiscal year 2022-23; and

WHEREAS the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and lights trucks is produced only the computer system of the county tax collector, and is the schedule that is subject for adoption; and

WHEREAS the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

**IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF THE CITY
OF HATTIESBURG, MISSISSIPPI, TO-WIT:**

The Motor Vehicle Assessment Schedule for the fiscal year 2022-23 adopted by the Mississippi Department of Revenue under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, MS, for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in City Hall located 200 Forrest Street in said City at 4:00 September 6, 2022, for the purpose of hearing and taking action on any complaint or objection filed in writing objection to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published, and having a general circulation in the City of Hattiesburg, a certified copy hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code Of 1972, Annotated.

SO, ORDERED AND APPROVED on this 2nd day of August 2022.

Kermas Eaton/s/
KERMAS EATON, CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 2, 2022

Re: Acknowledge receipt of Phillip Mcswain certificates of attendance of the
Municipal Court Clerks Statewide Seminar.
File Number: 2022-555
Minute Book #

Summary

Recommendation Statement

Please place this on the August 2, 2022 City Council meeting for consideration.



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Phillip McSwain, Jr.

for having attended the

2022 SPRING COURT ADMINISTRATORS SPRING HYBRID CONFERENCE

Beau Rivage & Zoom – Biloxi, Mississippi

April 27-29, 2022

conducted by the

Mississippi Judicial College

12.84

Nancy Daniel

Program Manager

RR

Director

CERTIFICATE of ATTENDANCE

The Mississippi Municipal Court Clerk's Association

Awards this Certificate to

Phillip Mcswain

for attending the
**Mississippi Municipal Court Clerk's Association
Summer Seminar**

June 27 -28, 2022

MML Conference, Biloxi, Mississippi

MARIEA BURRESS, President
Mississippi Municipal Court Clerk's Association

JUNE 28, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Chief of Police

cc:

Date: Tuesday, August 2, 2022

Re: Authorize and approve publication setting a Public Comment Period for the City's 2022 Edward Byrne Memorial Justice Assistance Grant application.
File Number: 2022-545
Minute Book #

Summary

2022 Edward Byrne Memorial Justice Assistance Grant application Public Comment Period

Recommendation Statement

I recommend authorization and approval of publication setting a Public Comment Period for the City's 2022 Edward Byrne Memorial Justice Assistance Grant application.

Please place this on the August 2, 2022 City Council meeting for consideration.

NOTICE OF PUBLIC COMMENT PERIOD
FOR THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
FROM THE U.S. DEPARTMENT OF JUSTICE

The City of Hattiesburg, Mississippi and Forrest County, Mississippi anticipate receiving Edward Byrne Memorial Justice Assistance Grant Program funds from the U.S. Department of Justice (USDOJ) for Program Period October 1, 2021 – September 30, 2023. The total anticipated funding is \$23,492.00. This grant program furthers the USDOJ’s mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

The City of Hattiesburg and Forrest County anticipate receiving an Edward Byrne Memorial Justice Assistance Grant of \$23,492.00, which will be shared by the two entities. The City and Forrest County propose to budget their funds for the purchase of equipment to enhance their capabilities. The City of Hattiesburg will use 60% of the award (\$14,095) and Forrest County will use 40% of the award (\$9,397). The balance of purchases not covered by grant funds will come from the City’s and County’s general funds.

The City of Hattiesburg will accept comments on the grant application. Application documents are available for review and comments from the public from August 11, 2022 through September 11, 2022 on the internet at <http://www.hattiesburgms.com/public-notices/>. Individuals who do not have use of a computer are encouraged to visit their local public library for access to the World Wide Web. The documents are also available for review during normal business hours at City Hall, Council Clerk’s Office, 200 Forrest Street, Hattiesburg, MS 39401. If special accommodations are needed, please call (601) 545-4544.

Written comments about the application should be directed to:

City of Hattiesburg
Urban Development
Attn: Jennifer Shows
P.O. Box 1898
Hattiesburg, MS 39403-1898

The City will consider any comments or views of citizens, agencies or units of local government received in writing by September 11, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Once in the Legal Section of the Hattiesburg Post: Thursday, August 11, 2022.

City of Hattiesburg/Forrest County Edward Byrne Memorial JAG Program 2022

City of Hattiesburg			
Item	Computation		Total Cost
	Quantity	Unit Cost	
Night Vision Device	1	\$10,095.00	\$10,095
Throat Microphone Headset	32	\$84.00	\$2,688
Bleeding Management Kit	20	\$71.00	\$1,420
TOTAL			\$14,203
Federal Total			\$14,095
Non-Federal Total			\$108

Budget Narrative
The City of Hattiesburg/HPD will purchase a collection of three items to enhance their abilities in active shooter situations. One (1) night vision device will be purchased, to be used as a clip-on for weapons or a hand-held device, that will aid in long-range identification at night. The unit cost of the item is \$10,095. Throat microphone headsets will be purchased for existing radios, to allow for private, clear, and hands-free communication in volatile situations. Thirty-two (32) headsets will be purchased at a unit price of \$84, for a total of \$2,688. Finally, HPD will purchase bleeding management kits to be used in the field before medical personnel arrive. These kits will include essential medical supplies such as tourniquets, trauma dressing, gauze, shears, and medical gloves. Twenty (20) kits will be purchased at a unit price of \$71, for a total of \$1,420. The City of Hattiesburg/Hattiesburg Police Department is following agency procurement policies.

Forrest County			
Item	Computation		Total Cost
	Quantity	Unit Cost	
Interview room system hardware, accessories, & implementation	1	\$3,076.53	\$3,076.53
5-Year Subscription Fee - evidence storage	1	\$10,140.00	\$10,140.00
Total			\$13,217
Federal Total			\$9,397
Non-Federal Total			\$3,820

Budget Narrative
The Forrest County Sheriff's Department will purchase a new/upgraded interview room system for recording interviews, live streaming, storing, and managing interview recordings. The purchase will include a hardware, accessory, and implementation package for a total cost of \$3,076.53. Forrest County will also purchase the associated subscription for a fee of \$10,140--which will provide unlimited cloud-based storage for digital evidence, for a term of 5 years. Forrest County is following agency procurement policies.

Budget Summary

Agency	Federal Request	Non-Federal Amounts	Total
City of Hattiesburg	\$14,095	\$108	\$14,203
Forrest County	\$9,397	\$3,820	\$13,217
Totals	\$23,492	\$3,928	\$27,420

FY 2022 Edward Byrne Memorial Justice Assistance Grant

City of Hattiesburg and Forrest County

Project Narrative

Description of the Issues

The City of Hattiesburg is applying on behalf of the City of Hattiesburg and Forrest County for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022 Local Solicitation. The City of Hattiesburg and Forrest County are seeking to use funds for the purchase of equipment to improve the existing capabilities of the Hattiesburg Police Department and Forrest County Sheriff's Department.

The Hattiesburg Police Department (HPD) will use funds to purchase three items that will increase their performance specifically in active shooter situations. A night vision device will be purchased, to be used as a clip-on for weapons or a hand-held device, that will aid in long-range identification at night. Throat microphone headsets, accessories for existing radios, will be obtained and will consist of a throat microphone and earpiece that will allow for private, clear, and hands-free communication in situations where traditional audio accessories may not be suitable or ideal. The throat microphone does not interfere with masks or other protective equipment. Additionally, the design of the throat microphone eliminates most background noise, transmitting audio more clearly in noisy situations. This hands-free device will help officers stay more engaged with their surroundings, increasing officer safety and efficiency in life-threatening situations. Finally, HPD will purchase bleeding management kits that will include essential medical supplies to save a life in the event of immediate, life-threatening bleeding—to be used in the field before medical personnel arrive. These kits will include items such as tourniquets, trauma dressing, gauze, shears, and medical gloves. The balance of the items not covered by grant funds will come from the city's general fund.

The Forrest County Sheriff's Department is currently seeking to provide equipment upgrades to their interview room by replacing the current camera, microphone, and supporting equipment—which are approaching end-of-serviceable life. Their request consists of a new interview room system that will include a camera and associated equipment for recording interviews, as well as provide the capabilities for live streaming and digital evidence management. Their purchase will include a hardware, accessory, and implementation package—as well as a subscription fee that will provide for unlimited cloud-based storage of digital evidence for a term of 5 years. The balance of the cost of the items not covered by grant funds will come from the county's general fund.

The following project identifiers are associated with the proposed project activities: Equipment – Tactical, Equipment – Video/Audio, Officer Safety, Policing, Equipment – General; Violence – Violent Crime.

Project Design and Implementation

The Hattiesburg Police Department guides its priorities and funding strategy through an evaluation of the needs of the department. The need that is most pressing is the one that is addressed first, while under the direction of the City of Hattiesburg Mayor and City Council.

FY 2022 Edward Byrne Memorial Justice Assistance Grant

City of Hattiesburg and Forrest County

Project Narrative

Forrest County Sheriff's Department under the direction of the Forrest County Board of Supervisors and Planning Department coordinate priorities during the budget review process and outline long range plans.

Capabilities and Competencies

The Hattiesburg Police Department works with other local and state agencies on criminal justice and juvenile justice efforts. Forrest County Sheriff's Department has collaborative partnerships with neighboring jurisdictions within the county (City of Hattiesburg and City of Petal) along with agencies such as the 12 Net Narcotics Team, DEA and other law enforcement entities.

Plan for Collecting the Data Required

The City of Hattiesburg Grant Coordinator will gather, track and document the data required for performance measures. This individual will also enter all the data into BJA's Performance Measurement Tool. The City of Hattiesburg Accounting Division will gather the financial information for reporting purposes.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Michael Pope
cc:
Date: Tuesday, August 2, 2022
Re: Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items
File Number: 2022-524
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items

Recommendation Statement

I recommend the Council approve specifications and authorize publication of advertisement for various term bid items.

Please place this on the August 2, 2022 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, August 25, 2022, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #25: CONCRETE AND BRICK STRUCTURES

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

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

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

PUBLISHED by Order of the Council on this, the 2nd day of August, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

A handwritten signature in black ink, appearing to be "J. S. Smith", written over a horizontal line.

CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #25: CONCRETE & BRICK TRANSPORTATION STRUCTURES FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing materials, labor, forms and equipment to install concrete & brick transportation structures for the Engineering Department, which meets or exceeds Mississippi Highway Standard Specifications for Roads & Bridge Construction, 2004, together with all provisions and/or addendums to the standards, amendments and/or special duty approved and adopted.

Bid prices include excavation & subgrade preparation necessary for construction of bid items. Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

Bidder shall use Street Bond system or approved equal when stamping asphalt. Bidder shall match existing asphalt stamping which is a Street Bond "terra cotta ". Bidder shall include all equipment, paint and other items necessary to properly stamp asphalt.

Sidewalk construction and curb ramps shall meet current ADA Design Guidelines. Appurtenances associated with accessible design, such as detectable warning strips, shall be included in pay item bid prices.

Adjustment of City Utilities refers to the adjustment of the elevation of City infrastructure that may fall within or interfere with construction of sidewalk, driveway or any other infrastructure that is requested to be constructed. Utilities refers to only the lid or other structure covering the utility, this includes but is not limited to, Water valve box, water meter box, or any other type of structure of similar structure. This is not the physical relocation of said utility. This item shall include all material and personnel necessary to perform this task.

Bump Grinding refers the grinding of City sidewalks and streets for the purpose of removing any abrupt elevation changes in the pavement that can be reduced to smooth the surface. This item shall include all material and personnel necessary to perform this task.

Street sweeping shall include necessary people and equipment to sweep city streets and dispose of any

material that is obtained while sweeping. This is a per each item. Meaning if necessary, the City may require more than one sweeper. This will be paid for based on the hours each street sweeper operates.

Polymer Cement Surface System- Contractor shall meet MDOT spec SP 907-417-1

Minor Structures shall include all necessary people and equipment including steel to construct the structure requested. This includes but is not limited to Junction boxes, Inlet boxes or any other type of concrete structure that maybe needed.

Sod shall include centipede, Bermuda and St Augustine

Work performed under the terms of this contract which provides new installation of City sidewalks and other structure shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer and/or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning October 1, 2022, and ending September 30, 2024, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, August 25, 2022 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

ITEM #25 CONCRETE & BRICK TRANSPORTATION STRUCTURES

SUBMITTED BY 10:00 A.M. THURSDAY, AUGUST 25, 2022

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

APPROVED on this, the 2nd day of August 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

**BID FORM FOR ITEM #25 - CONCRETE AND BRICK TRANSPORTATION STRUCTURES FOR
THE CITY OF HATTIESBURG**

PAY ITEM	UNITS	UNIT PRICE
4" Concrete Sidewalk, Without Reinforcement (including excavation)	S.Y.	
6" Concrete Sidewalk, Without Reinforcement(including excavation)	S.Y.	
Concrete Curb, Header	L.F.	
Combination Concrete Curb & Gutter	L.F.	
Stamping Asphalt	S.Y.	
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by Contractor	S.Y.	
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by City	S.Y.	
Concrete Driveway, Without Reinforcement	S.Y.	
Concrete Median and/or Island Pavement, 6"	S.Y.	
Imprinted Aggregate Reinforced Preformed Thermoplastic Pavement Markers	S.F.	
Demolition of Curbs	L.F.	
Demolition of Sidewalks	S.Y.	
ADA Ramps	S.Y.	

Truncated Domes	S.F.	
Truncated Domes (in Radius)	S.F.	
Select Fill	C.Y.	
Sod	S.Y.	
Minor Structures (0.5 CY- 3CY)	C.Y.	
Minor Structures (3CY- 6CY)	C.Y.	
Minor Structures (6 CY- 6CY)	C.Y.	
Saw Cutting (All Depths)	L.F.	
Crushed Conc.	Ton	
Top Soil	C.Y.	
Adjustment of City Utilities	E.A.	
Bump Grinding (All depths)	S.Y	
Street Sweeping (per unit)	HR	
Polymer Cement Surface system	S.F.	
Removal of Conc. Structures	SY	
Exposed Aggregate Sidewalk 4"	S . Y .	
Exposed Aggregate Sidewalk 6"	S . Y .	
Brick paver border	L . F	
Removal of Concrete curb	L . F .	
Total bid price		

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, August 25, 2022, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #20 – FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES & FITTINGS

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

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

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

PUBLISHED by Order of the Council on this, the 2nd day of August, 2022.

CITY OF HATTIESBURG, MISSISSIPPI



CITY CLERK

(S E A L)

**SPECIFICATIONS FOR ITEM #20: FURNISH LABOR, EQUIPMENT AND MATERIAL FOR
REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE
IRON OR PVC WATER LINES AND FITTINGS FOR THE
HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing all labor, equipment, materials, insurance performance and payment bond where requested, and other necessary appurtenances and other conditions as shown in specifications on file in the City of Hattiesburg Engineering Department and shall be familiar with the subsurface condition within the City of Hattiesburg surrounding the work area.

Bidder shall have available or in his possession equipment of sufficient size and quantity to properly perform said project. Bidder will prepare a list of all equipment he has available to perform the work as shown in specifications on file in the City of Hattiesburg Engineering Department. Equipment list will not include leased or rented equipment.

Bidder will be allowed an allowance of one and one half percent of the total cost of a project if a performance and payment is requested by the City Engineer or his representative on a particular project. Bidder will carry sufficient insurance as outlined in specifications on file and will attach a certificate of insurance to his bid proposal.

Much of the work involved under this proposal could be of an emergency nature and it will be necessary that the successful bidder be able to respond and commence work within a two (2) hour time frame after work order has been issued.

Bidder will be properly licensed within the State of Mississippi for water construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning October 1, 2022 and ending September 30, 2024, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

SEALED bids will be received until 10:00 A.M., Thursday, August 25, 2022 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

**ITEM #20 FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. THURSDAY, AUGUST 25, 2022**

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

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

APPROVED on this, the 2nd day of August, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:


WATER DEPARTMENT

**ITEM #20 - FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR
INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR
THE HATTIESBURG WATER DEPARTMENT**

ITEMS	UNIT BID PRICE
4" BENDS, INCLUDING BLOCKING, PER EACH	
6" BENDS, INCLUDING BLOCKING, PER EACH	
8" BENDS, INCLUDING BLOCKING, PER EACH	
10" BENDS, INCLUDING BLOCKING, PER EACH	
12" BENDS, INCLUDING BLOCKING, PER EACH	
14" BENDS, INCLUDING BLOCKING, PER EACH	
16" BENDS, INCLUDING BLOCKING, PER EACH	
18" BENDS, INCLUDING BLOCKING, PER EACH	
20" BENDS, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" TEES, INCLUDING BLOCKING, PER EACH	
6" TEES, INCLUDING BLOCKING, PER EACH	
8" TEES, INCLUDING BLOCKING, PER EACH	
10" TEES, INCLUDING BLOCKING, PER EACH	
12" TEES, INCLUDING BLOCKING, PER EACH	
14" TEES, INCLUDING BLOCKING, PER EACH	
16" TEES, INCLUDING BLOCKING, PER EACH	
18" TEES, INCLUDING BLOCKING, PER EACH	
20" TEES, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" VALVES, PER EACH	
6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	

14" VALVES, PER EACH	
16" VALVES, PER EACH	
18" VALVES, PER EACH	
20" VALVES, PER EACH	
TOTAL	

6" SOLID SLEEVES, PER EACH	
8" SOLID SLEEVES, PER EACH	
10" SOLID SLEEVES, PER EACH	
12" SOLID SLEEVES, PER EACH	
16" SOLID SLEEVES, PER EACH	
TOTAL	

FIRE HYDRANTS, INCLUDING BLOCKING PER EACH	
--	--

VALVE BOXES, PER EACH	
-----------------------	--

ITEMS	UNIT BID
4" DUCTILE IRON P.C. 350, PER LF	
6" DUCTILE IRON P.C. 350, PER LF	
8" DUCTILE IRON P.C. 350, PER LF	
10" DUCTILE IRON P.C. 350, PER LF	
12" DUCTILE IRON P.C. 350, PER LF	
TOTAL	

14" DUCTILE IRON P.C. 250, PER LF	
16" DUCTILE IRON P.C. 250, PER LF	
18" DUCTILE IRON P.C. 250, PER LF	
20" DUCTILE IRON P.C. 250, PER LF	
TOTAL	

4" PVC C900 P.C. 200, PER LF	
6" PVC C900 P.C. 200, PER LF	
8" PVC C900 P.C. 200, PER LF	
10" PVC C900 P.C. 200, PER LF	

12" PVC C900 P.C. 200, PER LF	
14" PVC C900 P.C. 150, PER LF	
16" PVC C900 P.C. 150, PER LF	
18" PVC C900 P.C. 150, PER LF	
20" PVC C900 P.C. 150, PER LF	
TOTAL	

**FURNISH LABOR, EQUIPMENT AND MATERIAL FOR DIRECTIONAL BORING OF
WATER MAIN USING HDPE PIPE, SDR11, PRESSURE CLASS 260 WITH FUSION JOINTS**

ITEMS	UNIT BID PRICE
2" HDPE PER LF	
4" HDPE PER LF	
6" HDPE PER LF	
8" HDPE PER LF	
10" HDPE PER LF	
12" HDPE PER LF	
14" HDPE PER LF	
16" HDPE PER LF	
1" SERVICE LINES	
TOTAL	

**FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR
INSTALLATIONS OF SERVICE LINE FOR THE HATTIESBURG WATER DEPARTMENT**

ITEMS	UNIT BID PRICE
1" TUBING P.C. 200, PER LF	
1" CURB STOP, PER EACH	
1" CORP COCK, PER EACH	
DOUBLE STRAP SERVICE SADDLES - 4", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 6", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 8", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 10", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 12", PER EACH	
TOTAL	

FURNISH EQUIPMENT INCLUDING MAINTENANCE, FUEL AND OPERATOR

ITEMS	UNIT BID
BACKHOE, 555 OR EQUAL, PER HOUR	
DUMP TRUCK, 12-14 C.Y., TANDEM, PER HOUR	

VACUUM TRUCK, PER HOUR	
WATER PUMP, 3" OR 4", PER HOUR	
SERVICE TRUCK WITH TWO CREW WORKERS, PER HOUR	
CRAWLER TRACK HOE, PER HOUR	
SKID STEER WITH HYDRAULIC BREAKER, PER HOUR	
MINI EXCAVATOR, PER HOUR	
TOTAL	

REPAIR OF ROADWAY, DRIVES AND PARKING AREAS

ITEMS	UNIT BID
SELECT GRANULAR FILL, PER C.Y.	
ASPHALT FOR PAVING REPAIR, PER TON	
CONCRETE REPAIR, 6" THICK, PER S. Y.	
CLAY GRAVEL, PER C. Y.	
WASHED GRAVEL, PER C. Y.	
CRUSHED CONCRETE PER TON	
REMOVE AND REPLACE CURB AND GUTTER LINEAR FOOT	
REMOVE OR REPLACE 4" THICK CONCRETE DRIVES OR WALKS SQUARE YARD	
TOPSOIL FOR YARD REPAIR CUBIC YARD	
DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, JOHN DEERE 450C OR EQUAL PER HOUR	
SMALL VIBRATING SHEEP FOOT ROLLER PER HOUR	
REMOVE ASPHALT AND CONCRETE PER SQUARE YARD	
SAW CUT CONCRETE PER LINEAR FOOT	
4 INCH WATER PUMP PER DAY	
6 INCH WATER PUMP PER DAY	
SKID STEER WITH HYDRAULIC BREAKER PER HOUR	
SPECIAL FITTINGS AND SUBMERSIBLE OR TURBINE PUMPS INVOICE COST PLUS PERCENT FOR HANDLING	
8 INCH WATER PUMP PER DAY	
10 INCH WATER PUMP PER DAY	
12 INCH WATER PUMP PER DAY	
MISCELLANEOUS CONCRETE PER C.Y.	
SAW CUT ASPHALT ALL DEPTHS PER LINEAR FOOT	
TOTAL	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING INSERT A VALVES

ITEMS	UNIT BID PRICE
4" VALVES, PER EACH	
6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	
TOTAL	

FURNISH SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING

ITEMS	UNIT BID PRICE
SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING, PER CENT	
TURBINE OR CENTRIFUGAL PUMP, INVOICE COST PLUS PERCENT FOR HANDLING	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING TAPPING SLEEVES AND VALVES AND CUTTING HOLE

ITEMS	UNIT BID PRICE
4" X 2" SLEEVE AND VALVE, PER EACH	
4" X 4" SLEEVE AND VALVE, PER EACH	
6" X 2" SLEEVE AND VALVE, PER EACH	
6" X 4" SLEEVE AND VALVE, PER EACH	
6" X 6" SLEEVE AND VALVE, PER EACH	
8" X 2" SLEEVE AND VALVE, PER EACH	
8" X 4" SLEEVE AND VALVE, PER EACH	
8" X 6" SLEEVE AND VALVE, PER EACH	
8" X 8" SLEEVE AND VALVE, PER EACH	
10" X 2" SLEEVE AND VALVE, PER EACH	
10" X 4" SLEEVE AND VALVE, PER EACH	
10" X 6" SLEEVE AND VALVE, PER EACH	
10" X 8" SLEEVE AND VALVE, PER EACH	
10" X 10" SLEEVE AND VALVE, PER EACH	
12" X 2" SLEEVE AND VALVE, PER EACH	
12" X 4" SLEEVE AND VALVE, PER EACH	
12" X 6" SLEEVE AND VALVE, PER EACH	

12" X 8" SLEEVE AND VALVE, PER EACH	
12" x 10" SLEEVE AND VALVE, PER EACH	
12" X 12" SLEEVE AND VALVE, PER EACH	
16" X 2" SLEEVE AND VALVE, PER EACH	
16" X 4" SLEEVE AND VALVE, PER EACH	
16" X 6" SLEEVE AND VALVE, PER EACH	
16" X 8" SLEEVE AND VALVE, PER EACH	
16" X 10" SLEEVE AND VALVE, PER EACH	
16" X 12" SLEEVE AND VALVE, PER EACH	
16" X 16" SLEEVE AND VALVE, PER EACH	
20" X 4" SLEEVE AND VALVE, PER EACH	
20" X 6" SLEEVE AND VALVE, PER EACH	
20" X 8" SLEEVE AND VALVE, PER EACH	
20" X 10" SLEEVE AND VALVE, PER EACH	
20" X 12" SLEEVE AND VALVE, PER EACH	
20" X 16" SLEEVE AND VALVE, PER EACH	
TOTAL	

GRAND TOTAL BID PRICE	
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NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

CERTIFICATE OF RESPONSIBILITY NO.

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, August 25, 2022, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #26: SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT

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

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

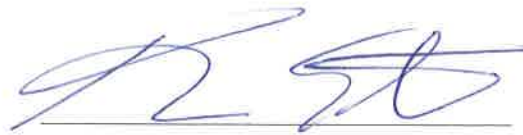
ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

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

PUBLISHED by Order of the Council on this, the 2nd day of August, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

A handwritten signature in blue ink, appearing to be "JL" followed by a stylized flourish, is written over a horizontal line.

CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #26:

**SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT AND NEW
INSTALLATION AS PROVIDED HEREIN FOR THE PUBLIC SERVICES DEPARTMENT**

Bidder shall bid on furnishing all labor, equipment, materials, insurance performance and payment bond where requested, and other necessary appurtenances and other conditions as shown in specifications on file in the City of Hattiesburg Engineering Department and shall be familiar with the subsurface condition within the City of Hattiesburg surrounding the construction of any proposed project.

Bidder shall have available or in his possession equipment of sufficient size and quantity to properly perform said project. Bidder will prepare a list of all equipment he owns available to perform the work as shown in specifications on file in the City of Hattiesburg Engineering Department and submit with bid.

Bidder will be allowed an allowance of one and one-half percent of the total cost of a project if a performance and payment is requested by the City Engineer or his representative on a particular project. Bidder will carry sufficient insurance as outlined in specifications on file and will attach a certificate of insurance to his bid proposal.

Much of the work involved under this proposal could be of an emergency nature and it will be necessary that the successful bidder be able to respond and commence work within a 24 or 72-hour time frame after work order has been issued.

Bidder will be properly licensed within the State of Mississippi for sewer construction work and will place license number and certificate of responsibility number on bid and in the lower left-hand corner of the envelope as required by law.

The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning October 1, 2022, and ending September 30, 2024, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, August 25, 2022 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

**ITEM #26 SANITARY SEWER LINE AND STORM SEWER REPAIR OR
REPLACEMENT AND NEW INSTALLATION AS PROVIDED HEREIN
FOR CITY OF HATTIESBURG
SUBMITTED BY 10:00 A.M. THURSDAY, AUGUST 25, 2022
CERTIFICATE OF RESPONSIBILITY NO. _____**

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

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

APPROVED on this, the 2nd day of August, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:



WATER DEPARTMENT

ITEM #26 - SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT AND NEW
INSTALLATION AS PROVIDE HEREIN FOR THE PUBLIC SERVICES DEPARTMENT

SECTION I

PVC SOLID WALL PIPE SDR 26, RUBBER GASKET JOINTS, ASTM D 3034

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/1	14/1	16/1	18/20	20/2
1	8" SEWER									
2	10" SEWER									
3	12" SEWER									
4	15" SEWER									
5	18" SEWER									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION II

CONCRETE PIPE FOR SANITARY SEWER, CLASS III, "0" RING TYPE JOINT, "0" RING TO MEET
ASTM DESIGNATION C 443. SEWER PIPE TO BE COATED INSIDE WITH TWO COMPONENT COAL TAR
EPOXY APPROVED BY CITY ENGINEER.

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/1	14/1	16/1	18/20	20/2
6	18" SEWER									
7	21" SEWER									
8	24" SEWER									
9	30" SEWER									
10	36" SEWER									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION III

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111).

PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH CONCRETE,

BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 50.

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/1	12/1	14/1	16/1	18/20	20/2
11	18" SEWER PIPE									
12	21" (20) SEWER									
13	24" SEWER PIPE									
14	27" SEWER PIPE									
15	30" SEWER PIPE									
16	36" SEWER PIPE									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION IV

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111).
PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH CONCRETE,
BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 51.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/1	12/14	14/1	16/1	18/20	20/2
17	18" SEWER PIPE									
18	21" (20) SEWER									
19	24" SEWER PIPE									
20	27" SEWER PIPE									
21	30" SEWER PIPE									
22	36" SEWER PIPE									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION V

PRECAST REINFORCED CONCRETE MANHOLES, INCLUDING CONE SECTIONS, RISER, PRECAST BOTTOM,
COATED CORROSION RESISTANT STEPS, MANHOLE FRAME & COVER AS MANUFACTURED BY DEWS
FOUNDRY, MODEL DF-25 J.S. 400 POUNDS, MARKED "SEWER", OR EQUAL. MANHOLES TO BE COATED
INSIDE WITH TWO COMPONENT COAL TAX EPOXY. PRICE TO INCLUDE COMPLETE MANHOLE FOR DEPTH
SHOWN.

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/1	12/14	14/1	16/1	18/20	20/2
23	48" DIAMETER									
24	60" DIAMETER									
25	72" DIAMETER									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION VI

WYES OR TEES

WYES SHALL BE OF STANDARD MANUFACTURED AND SHALL BE THE SAME TYPE AND STRENGTH
CLASSIFICATION OF PIPE WITH WHICH THEY ARE TO BE USED. SHALL INCLUDE 1/8 BEND.

PRICE QUOTED EACH					
ITEM	SIZE	MATERIAL			
		PVC	CONCRETE	DUCTILE CL50	DUCTILE CL51
26	8 X 6		N/A	N/A	N/A
27	10 X 6		N/A	N/A	N/A
28	12 X 6		N/A	N/A	N/A
29	15 X 6		N/A	N/A	N/A
30	18 X 6				
31	21 X 6	N/A			
32	24 X 6	N/A			

33	27 X 6	N/A			
34	30 X 6	N/A			
35	36 X 6	N/A			
TOTAL					

SECTION VII

FLEXIBLE MANHOLE CONNECTION

FLEXIBLE MANHOLE CONNECTION SHALL BE KOR-N-SEAL AS MANUFACTURED BY NPC SYSTEMS, INC., PRESS-SEAL PSX AS MANUFACTURED BY PROFESSIONAL GASKET CORPORATION, OR APPROVED EQUAL, AND SHALL MEET ASTM DESIGNATION C-923.

PRICE QUOTED EACH		
ITEM NO	DESCRIPTION	UNIT PRICE
36	8" FLEXIBLE CONNECTION	
37	10" FLEXIBLE CONNECTION	
38	12" FLEXIBLE CONNECTION	
39	15" FLEXIBLE CONNECTION	
40	18" FLEXIBLE CONNECTION	
41	21" FLEXIBLE CONNECTION	
42	24" FLEXIBLE CONNECTION	
43	27" FLEXIBLE CONNECTION	
44	30" FLEXIBLE CONNECTION	
45	36" FLEXIBLE CONNECTION	
TOTAL		

SECTION VIII

COMMON ITEMS

ITEM	DESCRIPTION	UNIT	PRICE
46	6" SEWER SERVICE INCLUDING BENDS	LF	
47	INSTALL CLEAN-OUT, COMPLETE AND CONNECT EXISTING CUSTOMER SERVICE	EACH	
48	CONNECT NEW LINE INTO EXISTING MANHOLE	EACH	
49	RECONSTRUCT INVERT IN EXISTING MANHOLE	EACH	
50	DROP CONNECTION TO MANHOLE	PER FT OF	
51	WELL POINTING IF NEEDED AND DIRECTED BY CITY ENGINEER	LF	
52	WASH GRAVEL FOR PIPE BEDDING	CUBIC YARD	
53	SELECT BACKFILL, NON-PLASTIC MATERIAL	CUBIC YARD	
54	SELECT BACKFILL FURNISHED BY CITY AT JAMES ST. AND HAULED BY CONTRACTOR TO JOB SITE	CUBIC YARD	
55	CLAY GRAVEL FOR ROAD REPAIR	CUBIC YARD	
56	CLAY GRAVEL FURNISHED BY CITY AT JAMES ST. AND HAULED BY CONTRACTOR TO JOB SITE	CUBIC YARD	
57	REMOVE AND REPLACE CURB AND GUTTER	LF	
58	REMOVE AND REPLACE 4" THICK CONCRETE DRIVES OR WALKS	SY	
59	REMOVE AND REPLACE 6" THICK CONCRETE DRIVES OR WALKS	SY	

60	HOT MIX ASPHALT FOR ROAD REPAIRS	TON	
61	MILLED ASPHALT FOR TEMPORARY ROAD REPAIRS	TON	
62	TOPSOIL FOR YARD REPAIR	CUBIC YARD	
63	BY PASS PUMPING	LF	
64	CLEARING & GRUBBING	PER ACRE	
65	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, CAT D-5 OR EQUAL	PER HOUR	
66	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, JOHN DEERE 450C OR EQUAL	PER HOUR	
67	VACUUM TRUCK RENTAL WITH OPERATOR PER 8 HOUR DAY	PER HOUR	
68	ASPHALT OVERLAY OF STREET WHERE SEWER LINE REPLACED	PRICE PER TON	
69	CRAWLER TRACK HOE RENTAL INCLUDING OPERATOR, FUEL AND MAINTENANCE	PER HOUR	
70	VIBRATING SHEEP FOOT ROLLER	PER HOUR	
70A	SMALL VIBRATING SHEEP FOOT ROLLER	PER HOUR	
71	12-14 C.Y. TANDEM DUMP TRUCK	PER HOUR	
72	RUBBER TIRED BACKHOE 555E OR EQUAL	PER HOUR	
73	TRUCK WITH DUMP TRAILER 22 TO 24 C.Y.	PER HOUR	
74	REMOVE ASPHALT & CONCRETE	PER SQUARE YD	
75	SAW CUT CONCRETE	PER LF	
76	CRUSHED CONCRETE	PER TON	
76A	3 INCH WATER PUMP	PER DAY	
76B	4 INCH WATER PUMP	PER DAY	
76C	6 INCH WATER PUMP	PER DAY	
76D	SERVICE TRUCK WITH TWO MEN	PER HOUR	
76E	MINI TRACK EXCAVATOR	PER HOUR	
76F	RIP RAP 100# PLUS	PER TON	
76G	STEEL BENTS WITH 2 8" X 8" BEAMS, 20' LONG	EACH	
76H	ADDITIONAL COST FOR STEEL BENT OVER 20'	LF	
76I	SKID STEER WITH HYDRAULIC BREAKER	PER HOUR	
76J	JET TRUCK FOR LINE CLEANING	PER HOUR	
76K	RUBBER TRACK OFF RAD DUMP, MINIMUM 5 CYLINDER	PER HOUR	
76L	GRINDER STATION WITH DUAL PUMPS, 60" WET WELL, MAXIMUM 12 FEET DEPTH, MAXIMUM 3 HP PUMPS	EACH	
76M	SPECIAL FITTINGS AND SUBMERSIBLE PUMPS, INVOICE COST PLUS PERCENT FOR HANDLING	PERCENT	
76N	8 INCH WATER PUMP	PER DAY	
76O	10 INCH WATER PUMP	PER DAY	
76P	12 INCH WATER PUMP	PER DAY	
76Q	MISCELLANEOUS CONCRETE	PER CUBIC YARD	

76R	DRY PIT AND WET PIT SUBMERSIBLE OR CENTRIFUGAL PUMPS, INVOICE COST PLUS PERCENT FOR HANDLING	PER CENT	
76S	SAW CUT ASPHALT ALL DEPTHS	PER LF	
TOTAL			

SECTION IX

INSTALLATION OF STORM DRAIN OF VARIOUS SIZES AND NECESSARY APPURTENANCES. CONTRACTOR TO FURNISH ALL LABOR AND EQUIPMENT AND CITY OF HATTIESBURG TO PROVIDE ALL MATERIAL INCLUDING PIPE JOINT MATERIALS, INLETS, GRATES, BRICK, BLOCK, CEMENT, SAND AND OTHER ITEMS OF MATERIAL AS NEEDED.

ITEM	DESCRIPTION	DEPTH IN FEET				
		0/4	4/6	6/8	8/10	10/12
77	12" OR ARCH EQUIVALENT					
78	15" OR ARCH EQUIVALENT					
79	18" OR ARCH EQUIVALENT					
80	21" OR ARCH EQUIVALENT					
81	24" OR ARCH EQUIVALENT					
82	27" OR ARCH EQUIVALENT					
83	30" OR ARCH EQUIVALENT					
84	36" OR ARCH EQUIVALENT					
85	42" OR ARCH EQUIVALENT					
86	48" OR ARCH EQUIVALENT					
87	54" OR ARCH EQUIVALENT					
88	60" OR ARCH EQUIVALENT					
89	72" OR ARCH EQUIVALENT					
TOTAL						
GRAND TOTAL FOR SECTION						

90	INLET OR JUNCTION BOX PER FOOT OF DEPTH	UNIT	PRICE
a	12", 15" & 18" PIPE SIZES	PER FOOT OF	
b	21", 24" & 27" PIPE SIZES	PER FOOT OF	
c	30" & 36" PIPE SIZES	PER FOOT OF	
d	42" & 48" PIPE SIZES	PER FOOT OF	
e	54" & 60" PIPE SIZES	PER FOOT OF	
f	72" PIPE SIZE	PER FOOT OF	
TOTAL			

91	LABOR ONLY FOR POURING CONCRETE BOTTOM	UNIT	PRICE
a	12" THRU 24" PIPE	LUMP SUM	
b	27" THRU 42" PIPE	LUMP SUM	
c	48" THRU 72" PIPE	LUMP SUM	
TOTAL			

92	FURNISHING LABOR, EQUIPMENT AND MATERIAL	UNIT	PRICE
a	2" STEEL CASING	PER LINEAR FOOT	
b	4" STEEL CASING	PER LINEAR FOOT	
c	6" STEEL CASING	PER LINEAR FOOT	
d	8" STEEL CASING	PER LINEAR FOOT	
e	10" STEEL CASING	PER LINEAR FOOT	
f	12" STEEL CASING	PER LINEAR FOOT	
g	14" STEEL CASING	PER LINEAR FOOT	
h	16" STEEL CASING	PER LINEAR FOOT	
i	18" STEEL CASING	PER LINEAR FOOT	
j	20" STEEL CASING	PER LINEAR FOOT	
k	24" STEEL CASING	PER LINEAR FOOT	
l	30" STEEL CASING	PER LINEAR FOOT	
m	36" STEEL CASING	PER LINEAR FOOT	
TOTAL			

SECTION X

MOBILIZATION CHARGE

ITEM	PROJECT SIZE	UNIT	PRICE
93	LESS THAN \$10,000	LUMP SUM	
94	\$10,001 TO \$20,000	LUMP SUM	
95	\$20,001 TO \$30,000	LUMP SUM	
96	\$30,001 AND ABOVE	LUMP SUM	
TOTAL			
THE CITY MAY ADD ADDITIONAL WORK IF THE CONTRACTOR HAS NOT COMPLETED AN EXISTING WORK ORDER BY ISSUING ADDITIONAL PURCHASE ORDERS.			

SECTION XI

INSTALLATION ON PRECAST BOX CULVERTS FURNISHED BY THE CITY

ITEM NO	DESCRIPTION	PRICE PER FOOT
97	4 X 2	
98	4 X 4	
99	6 X 4	
100	8 X 4	
101	10 X 4	
102	6 X 5	
103	8 X 5	
104	10 X 5	
105	6 X 6	
106	8 X 6	
107	10 X 6	
108	8 X 8	
109	10 X 8	
TOTAL		

SECTION XII

INSTALLING SEWER LINE BY DIRECTIONAL BORING

ITEM NO	DESCRIPTION	PRICE PER FOOT
110	6" HPDE PIPE SDR 11	
111	8" HPDE PIPE SDR 11	
112	10" HPDE PIPE SDR 11	
113	12" HPDE PIPE SDR 11	
114	15" HPDE PIPE SDR 11	
	TOTAL	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

CERTIFICATE OF RESPONSIBILITY NO.

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 2, 2022

Re: Approve and Authorize publication of a Request for Proposals for Construction Engineering and Inspection of the Hall Avenue Overpass-West project (Project No. FBLD-8769-00(001)/108639-801000).
File Number: 2022-563
Minute Book #

Summary

Recommendation Statement

Please place this on the August 2, 2022 City Council meeting for consideration.

City of Hattiesburg RFP

The *City of Hattiesburg* (LPA) intends to employ a Consulting Engineering firm (CONSULTANT) to provide engineering services utilizing a Cost-plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for *Construction Engineering and Inspection of the Hall Ave. Overpass project. This project will consist of construction of an overpass over the existing railroad track and approximately 3,000lf of redesign of an existing roadway to include landscaped median, sidewalk and multi-use pathway* Project No. {FBLD-8769-00(001)/108639-801000 Forrest County, Mississippi. These services include Provide Construction Engineering and inspection (CE&I) services to administer the construction of this contract in accordance with the latest version of the MDOT LPA Project Development Manual. The consultant will be required to adhere to the MDOT standards for this project will include Standard Specifications, Construction, MDOT materials Division Inspections, Testing and Certification Manual, MDOT Construction Manual, PPA PDM and all other related MDOT documents. The firm shall provide these services in accordance with the Mississippi Department of Transportation (MDOT) Project Development Manual for Local Public Agencies (PDM).

Upon selection, negotiation, and execution of the Contract, the LPA anticipates the duration of the Contract to be approximately 2 Years. The LPA anticipates executing the Contract by approximately January 2022.

To be considered, the "Expression of Interest" proposal must respond to all requirements of this Legal Advertisement. The recommended proposal length should not exceed twenty-five (25) pages, exclusive of appendices. The resumes (which should not exceed 2 pages per individual in length), SF-330 Part II, proof of State Licensure and certificates requirements, and other information not relevant to the requirements should be included in the appendices. The Consultant's cover letter, table of contents, summaries and introductions, team organizational chart, past performances, and any other responses to the evaluation criteria should be included in the 25 pages. Pages should be numbered, single-spaced, one-sided, 8.5" by 11" with margins of at least one inch on all four sides. No more than five pages may be 11" by 17", but they may count as two sheets each against the recommended 25 page maximum. Information within the recommended 25 page limit of the proposal should be complete and sufficient in scope for the selection committee to evaluate the Consultant. Also, all text information in the recommended 25 page limit should be shown in a readable font, size 12 points or larger. Headers, charts, and other graphics may be provided in a different font type and size providing they are legible. Section dividers, tabs, or similar means are recommended but are not counted as part of the recommended 25 page limit. These recommendations will be considered when evaluating the quality of proposal.

With the exception of the information to be supplied in the appendices, the "Expression of Interest" proposal should be divided into the following sections as listed below.

CONSULTANT interested in providing these services may so indicate by furnishing the LPA four (4) copies and one (1) CD of an Expression of Interest which should consist of the following unless specifically stated otherwise:

1. The Prime CONSULTANT should provide a cover letter specifying the name and complete description of the Contract, the name of the Prime CONSULTANT and any of its Subconsultant(s), the name of an individual who will be the single point of contact throughout the selection process, the name of the Project Engineer, the location and address of the managing office, and the location and address of the office(s) that may be assigned the work. Should any Subconsultant(s) be listed as team

members, identify the roles of each of the team's members. In addition, the CONSULTANT must note if this is a joint venture;

2. The CONSULTANT should provide a resume for each principal member, the Project Engineer, and employee(s) of the firm anticipated to be assigned to the Project. Also, provide a team organizational chart and list each person's experience and qualifications, including proof that the Project Engineer is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements*. The team organizational chart should include each individual's name, job description (for the Project), and company of employment. In addition, the CONSULTANT should provide proof that they have attended and received certification through MDOT for the PDM training;
3. The CONSULTANT should provide a description of similar type work completed during the past five (5) years which qualifies the CONSULTANT for this work. **Provide a detailed description of the role of the CONSULTANT and define whether the CONSULTANT was the prime or a subconsultant. Include in the description the amount of the CONSULTANT's contract for the work they provided for the project, the date the CONSULTANT's project was initiated, the CONSULTANT's scheduled completion date in accordance with the progress schedule, and when the CONSULTANT completed the work as stated in the contract. If the CONSULTANT's project was not completed on-time, identify any justifications.** The firm should provide contact information for each of the projects. This will include the name of the client and client's representative that can verify and discuss the project;
4. The Consultant should provide a description of the team's approach to performing the CE&I services as referenced in this Legal Ad in an efficient manner. This description should identify the Consultant's (and subconsultant's) resources and abilities in project operations, project management and describe how they will utilize their equipment, personnel, and other technical and procedural resources. The Consultant should estimate the number of personnel anticipated to perform the work and identify how they intend to break out their resources in an efficient manner to provide proper oversight, inspection, and testing services. In addition, the Consultant should identify any unique company resources, procedures, and/or equipment which will benefit the Consultant to efficiently oversee the project.

The Consultant may request a copy of the draft version of the construction plans and any additional relevant documents. Consultants interested in accessing these documents shall e-mail Lamar Rutland at lrutland@hattiesburgms.com. The LPA will work with the Consultant to provide viewing access.

The LPA hereby specifically makes no representation or warranty either expressed or implied, as to any matter whatsoever, by making these documents available. Further, the LPA makes no representations that these documents are exhaustive, complete, accurate or sufficient for construction of the Project. By accessing these plans, Consultants are thereby consenting to keep these plans provided confidential.

5. The CONSULTANT should provide Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. If a firm has branch offices, complete the form for each specific branch office seeking work. In addition, this form should be completed for any subconsultants in the same manner. This form can be obtained at the following web-address:

[https://mdot.ms.gov/documents/Consultant%20Services/Forms/Standard%20Form%20\(SF\)%20330,%20Part%20II.pdf](https://mdot.ms.gov/documents/Consultant%20Services/Forms/Standard%20Form%20(SF)%20330,%20Part%20II.pdf)

The LPA will evaluate the Expressions of Interest based on the following factors listed in their relative order of importance:

1. Experience with Similar Jobs Past experience of consultant and any sub consultants on LPA, MDOT or other related projects
2. Consultants current Capacity to Perform the work
3. The teams approach to the project
4. Proximity to the project site

The LPA reserves the right to select one (1) CONSULTANT or select a short list of CONSULTANTS from whom more information will be required. The LPA reserves the right to reject any and all Proposals, discontinue Contract execution, and/or request additional information with any party at any time prior to final Contract execution.

The DBE goal is 0%.

{CONSULTANTS may visit MDOTs website, www.gomdot.com, to view a complete list of "Certified DBE Firms" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UCP). The DBE firm must be on the Department's list of "Certified DBE firms" as listed on MDOT's website, www.gomdot.com and approved by MDOT to count towards meeting the DBE goal.}

The CONSULTANT should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated 25-61-9 and 79-23-1 (1972, as amended). Each page of the proposal that the CONSULTANT considers trade secrets or confidential commercial or financial information should be on a different color paper than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL." Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.

To be considered, all replies must be received by the City Clerk, at the 2nd Floor of City Hall in Hattiesburg, MS located at 200 Forrest St., on or before 10:00 a.m. September 15, 2022. The Expressions of Interest should be submitted and marked on the outside as "City of Hattiesburg RFP FBLD-8769-00(001)/108639-801000".

This Legal Notice will appear in the Clarion Ledger on 8/11 and 8/18

*Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to ensure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

PUBLISHED by Order of the Council on this, the 2nd day of August, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kermas Eaton
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, August 2, 2022
Re: Approve the updated Housing Rehabilitation and Housing Repair Grants Program Guidelines incorporating "Reconstruction" as a limited eligible activity.
File Number: 2022-531
Minute Book #

Summary

Approve the updated Housing Rehabilitation and Housing Repair Grants Program Guidelines incorporating "Reconstruction" as a limited eligible activity.

Recommendation Statement

I recommend approval of this item

Please place this on the August 2, 2022 City Council meeting for consideration.



**DEPARTMENT OF
URBAN DEVELOPMENT**

Community Development
Division

**HOUSING
REHABILITATION and
HOUSING REPAIR
GRANTS
PROGRAM GUIDELINES
(CDBG)
August 2004**

AMENDED

October 2008

May 2010

September 2010

March 2011

February 2014

April 2015

April 2022

July 2022

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CITY OF HATTIESBURG
HOUSING REHABILITATION and HOUSING REPAIR GRANTS
PROGRAM GUIDELINES
DEPARTMENT OF URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION
(CDBG/HOME)

I. PURPOSE

The intent of these guidelines is to establish a uniform system to be used in the implementation of the Housing Rehabilitation and Housing Repair Grants Program administered by the City of Hattiesburg Department of Urban Development and is not intended to supersede any federal or state regulations pertaining to housing. Federal and/or state rule shall prevail in the event of conflict relating to the guidelines contained within.

II. APPROVED AREAS

- A. Housing Rehabilitation or Repair activities are dependent upon the household being income-eligible according to HUD guidelines and not necessarily upon the location of the home in an eligible Census Tract. Housing Rehabilitation or Repair activities can take place in any geographic area within the City given approval under all other program criteria. However, it is possible for the City or its Sub-recipients to designate certain areas as target areas, revitalization areas, or redevelopment areas in an effort to focus investment in particular geographic areas.
- B. Based on a need's assessment, the City may identify target areas for the Housing Rehabilitation and Housing Repair Grants Program. The City may establish the program's priorities based on its available land use data, the most recent housing condition survey, and/or recent Census information on the number of substandard structures in an eligible area, or on the number of low-income households in an area.

III. GRANT PROGRAMS AND DEFINITIONS

The City's Housing Rehabilitation Grants Program provides rehabilitation and repair grants to eligible homeowners to bring substandard housing into compliance with housing and related codes with the exception of functional systems which do not create a safety or health hazard as determined by the Program's inspection team. Depending upon the severity of substandard housing conditions, a housing rehabilitation grant will fall into one of two categories: Substantial Rehabilitation and Emergency Repair. With these grants, proposed work and work performed is subject to code compliance and review.

- A. Substantial Rehabilitation refers to improvements and repairs that are vital to the health, safety and comfort of occupant(s), as well as improvements and repairs that are needed to bring substandard property up to housing codes. Improving or repairing the major housing systems is a priority. Major housing system improvements and repairs can include plumbing, electric, heating, structural, roofing and certain cosmetic improvements to address blighting conditions. Improvements and repairs must comply with the 2018 International Residential

Code requirements (or whichever code version or adaptation has been most recently adopted by the City of Hattiesburg) and Housing Quality Standards. Cosmetic improvements to address blighting conditions may be included at the discretion of the Community Development Manager and if the budget permits.

- B. Emergency Repair Grants provide assistance to address serious disrepair condition(s) which pose(s) an immediate threat to the health, safety and welfare of the occupants and are available to Homeowners on a citywide basis. These grants are to repair only life threatening issues and safety code violations that exist in an eligible home. In this instance, it is not the intent of the Program or the City to bring a home into complete code compliance but only to eliminate an immediate hazardous condition(s). For the purposes of this program grant, only the repair work performed is subject to code compliance and review.

IV. APPLICATIONS/ELIGIBILITY

- A. When available applications for housing rehabilitation and housing repair grants assistance may be solicited through various public media and public forums including communication at neighborhood meetings. When the Program has determined that it is near completion of current eligible applications; notifications will be made that the Program has resumed the acceptance of applications. However, due to lack of funding to honor all request for assistance, NO applications are currently being accepted.
- B. Applicants will be selected using objective criteria that incorporate established HUD guidelines as well as any identified criteria set forth in the *City of Hattiesburg's Consolidated Plan*. Applications will be accepted during a designated time period.
- C. Proof of ownership (i.e., Warranty Deed, Quit Claim Deed, 99-Year Leasehold) of the property to be rehabilitated or otherwise repaired will be required. Income verification will be obtained. Title opinions and appraisals may be secured at the discretion of the Program. Proof of homeowner's insurance and flood insurance and, where applicable, is required. Federal Emergency Management Agency (FEMA) Document Number 186 dated July 13, 1989, as amended, currently stipulates that "agencies are prohibited from providing financial assistance unless the property to which that financial assistance is applicable is protected by flood insurance and must therefore require the purchase of flood insurance as a condition of making such financial assistance available." Current city and county tax receipts will also be required.
- D. Submission of an application does not guarantee a grant award or that rehabilitation or other repair work will take place. The Homeowner will be required to attend housing maintenance and/or financial counseling after application acceptance.

Elected officials of the City of Hattiesburg and employees for the administration, management and oversight of the program (Community Development Division staff) and their immediate families are **NOT ELIGIBLE** to participate or to benefit from the Housing Rehabilitation and Housing Repair Grants Program. The immediate family is defined as:

- | | |
|---------------|-----------------|
| a. Spouse | f. Stepbrothers |
| b. Parent | g. Stepsisters |
| c. Stepparent | h. Child |

- d. Brothers
- i. Stepchild
- e. Sisters

- E. All properties being considered for a housing rehabilitation or repair grant will be inspected by the City of Hattiesburg's Land Code Division based on the requirements of the *Land Development Code, Code of Ordinances, and International Property Maintenance Code*. These inspections relate to the general maintenance of the property and are intended to eliminate trash and litter, abandoned vehicles, overgrown lots, and unsanitary conditions. A complete inspection for a housing rehabilitation or repair grant will not be done until outstanding Property Maintenance Code Violations have been resolved. Property Maintenance Code Inspections not corrected within ten (10) days of receiving a notice to correct violations will result in the applicant being ineligible for the Program. Action will be taken as provided by applicable City Ordinance when a Homeowner chooses not to correct code violations. The Housing Coordinator will forward the name or a list of potential grant recipients to the City Building Official. Property maintenance code inspections will be scheduled. Code officers will perform the inspections on potential projects of this Program in the usual manner. However, a copy of the property maintenance inspection report will be forwarded to the Program's Housing Coordinator for placement in the permanent project file.
- F. Applications will routinely be processed in the order of date received; however, if conditions exist in a home that pose an immediate threat to the health, safety, and welfare of the occupants, the Community Development Manager will have the authority to assign priority status and move an applicant up on the list. The Manager shall review written documentation prior to approving moving any applicant up on the list. This documentation shall be placed in the project file.

V. INSPECTIONS

- A. After an application for assistance is processed and eligibility, feasibility have been established and the property has met all property maintenance code requirements, a work-write up inspection will be scheduled. **The scheduling of all inspections for projects funded with Community Development funds will be coordinated through the Community Development Division.** When repair work requires a rough-in, finished work or final inspection, contractors will contact the Community Development Division office. The program Inspector or the Housing Coordinator will contact the Land Code Office to coordinate a date and time for the requested inspection with the schedules of the Code Technical Inspectors. The inspection date and time is entered in a scheduling log, to inform the Housing Coordinator and update the appropriate inspection schedules. The Office Manager or designee of the Land Code Division will take the necessary steps to have the inspections properly noted in that Division's records and to ensure that the Technical Inspectors are aware of the date and time of a scheduled inspection. When contacted for scheduling an inspection, the Homeowner shall be informed that all parts of the home must be accessible to inspectors so that a thorough inspection can be made. Inspectors will not be required to move boxes, furniture, and other household items in order to perform inspections. A member of the team will make the Homeowner aware that the team has arrived and the inspection is about to begin. If it is the general consensus of the inspection team that a home or parts thereof are determined to be inaccessible, other than attics or crawlspaces, to the extent that a thorough inspection cannot be performed, the inspection team will immediately terminate the inspection process,

take pictures and make applicable notes to document and support the determination. The homeowner will be informed that the inspection cannot be completed until the situation has been resolved. Resolution must be completed within 5 business days of being notified. Upon written notification from the homeowner and a subsequent review by program staff to determine that the matter has been adequately resolved, the inspection will be rescheduled.

During Inspections, an inspection report will be completed to determine the extent to which rehabilitation or repair is needed, whether or not life or safety threatening code violations exist and the cost estimate associated with correction. This will be completed and signed or initialed as indicated on the applicable document and dated by all members of the inspection team. A rough floor plan of the home will be made, and pictures of the interior and exterior structure(s) and all areas inspected shall be taken during the inspection process. Pictures serve as supporting documentation of needed repair work, confirmation that work has been done and become a part of the permanent file. The inspection report shall be signed and dated by members of the inspection team, then permanently placed in the respective homeowner's project file. Where applicable, the report will subsequently be used to develop the work write-up specifications and cost estimate.

- B. Other than property maintenance code inspections and routine work site review progress inspections, all inspections will be performed by an inspection team consisting of a minimum of one Housing Program Inspector, one Code Technical Inspector when applicable, or one other housing staff person when code review is not required. Rough in, finish work or other repair items routinely reviewed by the Land Code Division will require a Technical Inspector. Only a City Building Official or if absent, a designee, can assign a Technical Inspector or propose an alternative route to meet this requirement, if the need arises and, on a case, by case basis for the purposes of this Program. At any time, the Housing Coordinator or other Housing Staff may also be present during any inspection. Inspections will be based upon the requirements of the: International Residential Code for One and Two-Family Dwellings. During inspections, the inspection team members will confer as needed on technical issues. In an effort to eliminate confusion among contractors and homeowners and to ensure that the process set forth in this manual is not circumvented or unduly compromised, all final directives regarding work performed or to be performed in relation to the Program (Housing Rehabilitation and Housing Repair Grants Program) shall be communicated to said parties by the Housing Program Inspector. The Technical Inspector and Housing Program Inspector should conduct sidebar discussions as needed to resolve issues requiring further repair or review. Discussions requiring resolution of differences of opinion between the Technical Inspectors and Housing Program Inspector on code issues will be presented to the City Building Official who is the ultimate authority on matters of the code. Programmatic related issues or issues other than those surrounding disputes between Technical Inspectors and the Housing Program Inspector will be resolved in a manner to be determined by the Director of Urban Development or the Community Development Manager in accordance with the guidelines of this program as specified in this manual or with consultation and solicitation of expert opinion via internal or external sources and with guidance from the U.S. Department of Housing and Urban Development (HUD) when necessary. Prior to the final inspection of a project that requires an attending Technical Inspector, the Housing Program inspection team consisting of the Housing Program Inspector and Housing Coordinator or applicable designee at a minimum, will conduct a preliminary final inspection(s) with the Contractor to verify that the project is truly at the point of completion, ready for review by the final inspection team.

The scheduling of these inspections, as with all others for projects funded with Community Development funds, will be coordinated through the Community Development Division and handled by the scheduler as previously described in this manual.

- C. Lead Based Paint Hazards shall be evaluated and the proper course of action taken based on the latest HUD guidelines in effect at the time of the inspection. Asbestos Hazards shall be evaluated and the proper course of action taken based on the latest U.S. Department of Environmental Protection Agency (EPA) and the Mississippi Department of Environmental Quality (MDEQ) guidelines in effect at the time of the inspection.
- D. If the inspection reveals that no substandard conditions of a hazardous code violation or of a health or safety threatening nature exist, the Homeowner will be notified in writing and the master file will be closed. A written inspection, complete with pictures, shall be placed in the Homeowner's file to serve as evidence of the conditions found at the time of the inspection. The inspection shall be dated and signed by the inspectors making the inspection. When prepared, the homeowner will verify and sign the work write up. All documents will be forwarded for placement in the housing program project file. A copy of these documents may be made and retained by the Housing Program Inspectors. The originals of all documents will be placed in the permanent files.
- E. If the inspection reveals substandard conditions of a hazardous code violation or of a health or safety threatening nature, a work write-up and a cost estimate will be prepared by the Housing Program Inspector and reviewed by the Housing Coordinator, Community Development Manager and a Code Technical Inspector. A written inspection report complete with rough floor plan and pictures shall be placed in the Homeowner's file to serve as evidence of the conditions found at the time of the inspection. All documents will be placed in the housing repair project file. A working copy of these documents will be made and retained by the Housing Program Inspector for use in preparing the work write-up and cost estimate. Upon completion, the inspection report(s) will be signed and dated by the inspection team members. When prepared, the Homeowner will verify and sign the Work Write Up. Originals of these documents will be placed in the permanent file.
- F. The work write-up and cost estimate are prepared:
 - 1. The Owner will be consulted on the proposed work write-up, given an opportunity to discuss the work noted therein and request such changes that are within the boundaries of the applicable program. The consultation will also include obtaining the Homeowner's permission to solicit proposals or cost quotations from contractors. Prior to soliciting proposals or cost quotations, the completed work write-up must be approved and justified by the Homeowner, Housing Coordinator, Housing Program Inspector, Technical Inspector or City Building Official and the Community Development Manager.
 - 2. The Homeowner will be provided a final work write-up and consulted on work to be performed after the lowest, best bidder has been selected that is not more than 10% higher nor 10% less than the program staff cost estimate, or after assignment of a project to a sub-recipient as previously noted and prior to awarding a contractor agreement.
 - 3. If an inspection reveals that a structure needs to be demolished, the City Building Official will be informed and enforcement will be carried out through the standard procedures of

the City as prescribed by State statutes. In addition, the City Anti-Displacement Policy will be adhered to along with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)

VI. FEASIBILITY

- A. A structure can be deemed feasible for a Housing Rehabilitation or Housing Repair Grant if the cost of its rehabilitation or repairs does not exceed the maximum costs allowed by the City's program of **\$75,000 for a Substantial Housing Rehabilitation Grant, and \$15,000 for an Emergency Repair Grant**. Homeowners must meet the program income and other eligibility criteria in accordance with the program guidelines.
- B. A determination that a structure is not feasible for rehabilitation or repair will be based on the work write-up and cost estimates, review of photographs and any other supporting documentation, where applicable, and review of the homeowner's application and file. If and when CDBG and or HOME funds are available for other programs enacted by an Action Plan, properties infeasible for Substantial Rehabilitation may be considered for those other programs. Note: For any unit that is funded through the HOME Program, the rehabilitation scope of work must address and satisfy all code violations.

The City under any of the following circumstances will deem a project infeasible for repair or rehabilitation.

- 1) If the estimated cost for rehabilitation exceeds the maximum of \$75,000;
- 2) If the estimated cost for repairs exceeds the maximum of \$15,000;
- 3) If the Homeowner rejects the Program's repair or rehabilitation plans;
- 4) If the Homeowner fails to meet the eligibility criteria for participation in the Program; or
- 5) If the Homeowner otherwise does not comply with program requirements.

The Housing Program Inspector will complete a feasibility inspection and attach it to the work write-up and cost estimate and forward all documents to the Housing Coordinator.

- C. Any structure deemed not feasible for repair or rehabilitation under the above guidelines will be so documented by the Housing Coordinator and attached to the other documents for further forwarding and review. All documents will then be forwarded for review to the Community Development Manager who will verify the determination of infeasibility. The Manager will review, verify, and return the documents to the Housing Coordinator who will then send written notification of the determination of infeasibility to the Homeowner.

VII. APPEALS

If a Homeowner disagrees with staff decisions on any or all of the qualifying criteria, he or she may appeal the decision to the Director of the Department of Urban Development. The Homeowner should submit a written request for review of the decision within ten (10) working days of notice of the decision to the:

**Department of Urban Development
Attention: Director
Post Office Box 1898
Hattiesburg, MS 39403-1898**

The Director shall respond to the Homeowner within ten (10) working days. An appeal of the decision of the Director should be made to the **CDBG/HOME Board of Appeals** in writing within ten (10) working days of notice of the decision to the:

**Department of Urban Development
C/O: Director
Attention: CDBG/HOME Board of Appeals
Post Office Box 1898
Hattiesburg MS 39403-1898**

The Board is a committee made up of three members appointed by the Mayor. The members shall be employed by the City of Hattiesburg and shall not be employees of the Department of Urban Development. The CDBG/HOME Board of Appeals will meet as needed, if and when an appeal is made regarding or based on a decision of the Director. Any further appeals will be made to a court with appropriate jurisdiction.

VIII. HOUSING REHABILITATION AND REPAIR GRANTS

A. Application Process:

1. The Homeowner must have lived in and possess clear title to the home to be rehabilitated or repaired for a period of at least one (1) year prior to applying for assistance.
2. To be considered for a Housing Rehabilitation Assistance Grant, a property must present major substandard housing conditions of a non-aesthetic nature, and household income may not exceed eighty percent (80%) of the median income according to family size. Median income will be the most recent figures published by the Department of Housing and Urban Development and provided to the Department of Urban Development for the City of Hattiesburg, Mississippi.
3. To be considered for a Housing Repair Grant, household income may not exceed eighty percent (80%) of the median income according to family size. The housing repair need(s) must present an immediate threat to life, health or safety. In recognition of the fact that such repairs likely pose a high risk to the health and safety of the occupants, time is of the essence; therefore, the Program, on a case-by-case basis may perform an inspection of a Homeowner's property upon approval by the Director of Urban Development.
4. Potential applicants will be counseled by the Housing Coordinator who will explain the parameters of the repair grant assistance and determine the nature of the repair needs and the immediacy of the life, health or safety threat when applicable. If it appears that the potential applicant will qualify and the housing conditions appear to meet the necessary criteria, the applicant will be assisted in completing an application. For

Housing Repair Grants, a statement of the nature of the immediate threat condition(s) shall be noted in the application. A finding that immediate threat conditions exist will be attached to the application based upon findings of the City's housing inspection team using the feasibility certification/checklist. The inspection process will include team members as previously described in Section V contained herein. Prior to the start of any repair work, an application and all required documentation for a housing grant must be submitted.

- B. All applicants will undergo a Third-Party verification process to verify eligibility for a housing grant. The applicant shall furnish proof of ownership status, one (1) year residency, homeowner's insurance and flood insurance as applicable, and current paid City and County tax receipts.
- C. The maximum grant limits for housing rehabilitation grants are: \$75,000 for a Substantial Rehabilitation Grant. The maximum for an Emergency Repair Grant is \$15,000. Maximums are based on the cost for contract work excluding possible discovery items, environmental review costs, temporary relocation stipends, or other project delivery costs that may be associated. Allowable costs are those reasonable and necessary to bring substandard housing condition into compliance with housing and related codes with the exception of functional systems which do not create a safety and health hazard in the case of Housing Rehabilitation Grants, or to eliminate immediate threat(s) to life, health or safety in the case of Housing Repair Grants. Due to the competitive bidding process and depending on nature of the work required, it is possible that a total grant to any one Homeowner could be less than the stated maximums. Due to discovery, environmental review, and other related project costs, it is also possible that the total grant and project costs is higher than the stated maximum. However, in no event shall the amount of the additional assistance exceed ten percent (10%) of the maximum grant amount nor ten percent (10%) of the initial proposal price. This applies to both the Basic and Substantial Rehabilitation Grants. In the event that the total of additional assistance exceeds the maximum ten percent (10%), the homeowner will be required to select which cosmetic or non-code item which will be removed from the work write-up in order to remain at or under the maximum grant award limits. In special circumstances the Director of Urban Development may at his/her discretion may allow an exception.
- D. With the exception of homeowners who have received an Emergency Housing Rehabilitation Grant, homeowners will not be eligible for additional repair assistance excluding warranty repair items for not less than the applicable affordability period. A waiver of this requirement must be approved by the Director of Urban Development for homeowners that previously have received Emergency Repair Grant assistance.

General Affordability Periods are as follows:

1. **Three (3) years for Emergency Repair Grants** where improvement of substandard housing conditions requires repairs at an estimated cost not to exceed \$15,000 excluding discovery items.
2. **Five (5) years for Substantial Rehabilitation Grants** where improvement of substandard housing conditions requires substantial repairs including repairs to, or rebuilding and/or replacing some or all major building systems within an existing sound housing structure,

and where the estimated total cost of repairs excluding discovery items is determined not to exceed the \$75,000 maximum.

3. Twenty (20) years for Reconstruction Grants when triggered.

- E. Homeowners who provide false information concerning income, residency or other information required to prove eligibility will be required to repay in full all grant funds awarded for the rehabilitation work performed to the residence and associated legal and other costs incurred as a result of any required collection actions taken.
- F. After selection of a Contractor but prior to the execution of the Work Agreement, the Homeowner must execute the appropriate Grant Agreement.
- G. Affordability Periods are time periods in which beneficiaries are expected to (1) continue to utilize the home as their personal residence, and (2) are restricted from selling or otherwise transferring the title to any other party. Transfers of property during an active affordability period will result in a recapture of a prorated share of the federal funds invested in the project. In the instance of a transfer of title (sale or otherwise) as a result of the death of the homeowner/beneficiary, the affordability period may be canceled. In the event that City staff is made aware of the death of a beneficiary (where there is no spouse or other joint applicant to carry on ownership), the City may cancel the Deed of Trust (affordability period) even before any transfer of title takes place.

RECONSTRUCTION

NOTE: Reconstruction is a limited activity. Reconstruction becomes an option if a proposed rehab project is unsafe, not livable, and financially infeasible per rehab program guidelines.

The City of Hattiesburg's Homeowner Reconstruction Program Guidelines exist to effectively implement homeowner reconstruction activities in communities throughout the city.

II. Audience

The City of Hattiesburg receives funds to engage in and manage reconstruction activities. In some instance the City of Hattiesburg may elect to delegate the implementation of a portion of the city's reconstruction program to local sub-recipients (i.e. non-profits). Accordingly, this manual has been prepared for City of Hattiesburg staff and its sub-grantees for the effective administration of the city's Homeowner Reconstruction Program.

III. Key Program Participants

A number of participants play key roles in the City of Hattiesburg Homeowner Reconstruction Program. They include:

U.S. Department of Housing and Urban Development (HUD)

HUD is the federal government agency that administers the CDBG and HOME Programs. HUD allocates program funds to grantees, develops and issues program regulations, notices and memoranda, monitors program performance and otherwise reviews State and local government productivity and performance.

The City of Hattiesburg

The City of Hattiesburg is an Entitlement Grantee of the HOME and CDBG programs. These program funds are intended to improve communities in the city within guidelines set by HUD as well as the City of Hattiesburg in its Housing Rehabilitation/Reconstruction and Housing Repair Grants Program Manual.

Program Administrators

The City of Hattiesburg may select contractors to carry out homeowner reconstruction activities in accordance with the Grant Agreement (Exhibit F) executed between the City of Hattiesburg and the contractors. The City may also elect to allocate federal funds to organizations acting as sub-recipients of the Homeowner Reconstruction Program.

Program Requirements

Low-income residents of the City of Hattiesburg, who own and occupy their home, may qualify to participate in the Homeowner Reconstruction Program. The latest Income Limits published by HUD will be used to determine whether or not a household meets the income requirements of the program (i.e. generally has an income of less than 80% of the median income level for the area). Additionally, a property will only be considered for the Reconstruction Program when the Work Write Up performed by the Housing Program Inspector indicates that the cost of rehabilitating the property will exceed the limits imposed on the Rehab/Repair program.

IV. Meeting Program Requirements

All HUD regulations apply to homeowner reconstruction. At times, this document may not differentiate between HOME, CDBG, HUD, or City of Hattiesburg regulations. Rather, it may refer to requirements more generally as "Homeowner Reconstruction" requirements.

Eligible projects will be approved annually through the Action Plan. Homeowners who receive assistance must have a clear understanding of these requirements.

Eligible Properties

All properties reconstructed with Homeowner Reconstruction Program funds must meet the following requirements:

- Single-family property (1-4 units), including condominiums
- Owner occupies the property as a principal residence
- Owner has occupied the property for at least one year prior to program acceptance
- Property meets Section 8 Housing Quality Standards and local building codes once the reconstruction is complete
- After-reconstruction value estimate cannot exceed the Maximum After-Rehab (or reconstruction) Value Limits established by HUD, or otherwise established, for a particular area where a project is to be considered.

Eligible Households

Any household that is low-income (i.e. earns less than 80% of the median income of the county) at the time assistance is provided may be eligible to participate in the Homeowner Reconstruction Program. For the purpose of determining income eligibility, the City of Hattiesburg has adopted the IRS definition of Adjusted Gross Income.

The Homeowner Reconstruction Program does not require long term monitoring for income compliance and property standards. Once a property is completed, a homeowner's income may increase above 80% of a median income and/or the property may fall into despair. The City of Hattiesburg is not required to monitor these issues for any period of affordability.

Amount of Assistance

Assistance will be based on an after-reconstruction value not to exceed the maximum appraised value for the area.

Terms of Assistance

The City of Hattiesburg will provide deferred payment, forgivable loans of Housing Reconstruction Program funds to individual recipients. Projects are to be fully administered by the City of Hattiesburg or its sub-recipients, with no funds paid directly to the homeowner other than may be allowed by this program manual for temporary relocation assistance. All project costs will be taken into consideration when determining the total deferred loan amount. These deferred payment, forgivable loans are subject to recapture should the property be sold or otherwise transferred during the prescribed affordability period.

Property Standards

All units funded by HOME or CDBG funds must meet or exceed the federal Section 8 Housing Quality Standards (HQS) upon completion. Projects must also comply with the City of Hattiesburg reconstruction standards and the International Residential Code for One and Two-Family Dwellings. The HQS's are detailed in Part II of the Reference Manual.

Ineligible Properties

Homeowner reconstruction funds cannot be used for assistance on any of the following types of properties:

- Cooperatives
- Manufactured housing that will not meet the building codes for "stick-build" new construction
- Property occupied by renters
- Property or individuals previously assisted with homeowner rehabilitation funds, which are still within the prescribed affordability period.
- Projects that reduce the number of units in the building.

Relocation Costs

The City of Hattiesburg does not allow the permanent displacement of any resident of homeowner reconstruction-assisted properties. Temporary relocation will be necessary in certain

instances. See the Temporary Relocation Policy for more details (Exhibit K)

Fair Housing, Equal Opportunity and Section 3

No person can be denied the benefits of, or be subjected to, discrimination under any activity funded by the Homeowner Reconstruction Program, on the grounds of race, color, national origin, religion, sex, age, or handicap.

Contracts for work performed in connection with homeowner reconstruction projects should be awarded to business concerns located in the same area as a project to the greatest extent possible as long as they are fully licensed and eligible according to HUD and City guidelines. Contractors, to the greatest extent possible, must strive to include minority business enterprises, women business enterprises, and Section 3 enterprises in work that they may sub-contract related to homeowner reconstruction.

IV. Homeowner Reconstruction Process Flow

1. Application Processing
2. Property Evaluation and Assessment
3. Project Selection
4. Determining Amount of Assistance
5. Council Approval
6. Contractor Selection
7. Pre-Construction Conference
8. Construction Management

APPLICATION PROCESSING

A. Verify Income Eligibility

The Homeowner Reconstruction Program requires that all homeowners be low- income (80% of area median income or less) at the time the assistance is provided. Income verification must occur within the six-month period prior to the start of the reconstruction. Delays in the process may require re-verification that the owner's income still meets the program requirements.

1. Determining Household Income

The City of Hattiesburg now uses the IRS definition of adjusted gross income. Income must be verified by either a review of source documentation or third-party verification.

a) Third-Party Verification

Under this method, a third party-employer, social security administration, or public assistance agency is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of call.

b) Review of Source Documents

Documents provided by the applicant, such as pay stubs and IRS returns, may often

be the most accurate form of verification for certain types of income. These can be easier and less expensive to obtain than third party verification, however, they do not always provide full disclosure on such information as the average number of hours worked, overtime, tips, and bonuses. Copies of all documents should be retained in project files.

- c) Household income must be projected for the coming year, using past earnings, as well as recent or anticipated income changes, as a basis for projecting expected income in the coming 12 months.

2. Determining Income Limits

The HUD Income Limits for the Hattiesburg MSA as published and periodically updated by HUD will be used to determine the applicable income limit for the Housing Reconstruction Program

3. Comparing Household Income to Income Limits

Using the information provided in the homeowner's application, source documentation and/or third-party verifications, the Income Certification form will be completed to determine the applicant's anticipated annual income and eligibility.

B. Determine the Appraised Value

Owner-occupied housing qualifies as affordable housing only if the value of the property, after reconstruction, does not exceed the HUD established appraised value limits for the housing type for the area. An analysis must be completed before any work on the property begins to ensure that the after-reconstruction value estimate will not exceed HUD's maximum appraised value limitations. If the after-reconstruction estimate exceeds the limit, the project may be infeasible.

C. Ensure Adequate Insurance Coverage

The program must verify that all homeowners maintain adequate homeowner's insurance. Proof of insurance covering the amount of funds invested must be documented by obtaining a copy of the insurance binder. The insurance must cover the amount of the grant for the duration of the affordability period at a minimum. Homeowners insurance is mandatory for this program. Homeowners will be required to provide periodic verification of homeowner's insurance throughout the affordability period. The City of Hattiesburg may pay for the first year's insurance premium for whom obtaining it would impose financial difficulties.

All houses located in a 100-year flood plain must additionally have flood insurance equal to the amount of HOME or CBDG funds invested, and the property must be covered for the duration of the affordability period at a minimum. Homeowners will be required to provide periodic verification of flood insurance throughout the affordability period. The City of Hattiesburg may pay for the first year's flood insurance premium for whom obtaining it would impose financial difficulties.

If the house is located in the 100-year flood plain, and if the community in which the house is located does not participate in the National Flood Insurance Program, then the house cannot be reconstructed under this program.

D. Verify Ownership

The City of Hattiesburg must verify that the applicant owns the property through a review of the current tax records, deed of trust, and title opinion. The City of Hattiesburg's review of the tax records must be evidenced in writing and included as part of the project file.

Properties with existing liens exceeding five thousand dollars (\$5,000) will be deemed ineligible. The City may, at its discretion, provide loans with available HOME funds in order to pay down an existing mortgage or lien, not to exceed \$5,000 when: 1) that mortgage or lien otherwise prohibits the city from moving forward with the project; and 2) when the homeowner paying off the mortgage or lien in order to move the project forward would create an unbearable financial hardship. Loans made in this manner will be included in the total grant amount and will, likewise, be subject to the same affordability period.

Liens or Deeds of Trust attributable to primary mortgages on a property will not, as a single circumstance, disqualify a project as long as the mortgage is current and the homeowner is determined to have an ability to keep the mortgage current for the foreseeable future. The City will not pay any amount on a primary mortgage unless it meets the threshold and terms stated above and there is determined to be such a need. The City may require the homeowner's assistance in contacting primary or secondary mortgage holders to gather information and/or to get approval from primary mortgage holders for demolition/reconstruction. Community Development Division staff will make reasonable efforts to gain such approvals when necessary, but at the Director's discretion, efforts may be halted and a project file closed when attempts to achieve primary mortgage holder's approvals (if necessary) are unsuccessful.

CONSTRUCTION MANAGEMENT

A. Inspect Construction

During construction, the Housing Inspector is responsible for conducting three types of inspections as follows:

- Progress Inspections- To ensure the quality of the construction, the Housing Inspector should perform regular on-site inspections of the property. To the extent practical, each reconstruction project should be inspected twice per week. Regular progress inspections help owners identify potential problems early and enable them to act to prevent larger problems later in the project. Inspection Reports signed and dated by the inspector must be kept in project files.
- Draw Inspections- Inspections must always be performed prior to approving contractor payment requests. Payments can only be made for work that has been completed and is "in-place" (i.e. stored materials must be installed before payment can be made). The inspection reports in project files should confirm that a full inspection of the contractor's progress was performed before each payment request was processed. More detail on draw inspections is outlined in the following action.
- Technical Inspection with Code Inspectors – To ensure the quality of work is performed to the Codes: building, electrical, mechanical, and plumbing.

B. Payment of Contractors

Payment procedures will follow the same guidance as other housing programs.

C. Issue Change Orders

Due to the fact that reconstruction implies the construction of a new unit in place of a

demolished unit, change orders for contracts should be extremely uncommon. However, in the instance that a change order is determined necessary, procedures should follow the same guidance as other housing programs.

Since a change order becomes a binding part of the contract, the owner and contractor must sign it with prior written approval of the City of Hattiesburg. All change orders to the construction contract must be approved by the program administrator and attached to the Reconstruction Contract before the work changes are undertaken.

D. Perform Inspection

After completion of all repairs in the work write-ups and change orders, a final property inspection is conducted. In addition to the process outlined previously in the "payment of contractors" section, the inspector should check whether the property conforms to Section 8 HQS and City of Hattiesburg Reconstruction Standards. The owner and the contractor should be present for the inspection.

If additional work, clean up, or corrections need to be accomplished, a written punch list should be created. This punch list is a detailed list of all items remaining to be completed. Provide this list in writing to the contractor with instructions that upon completion of all items and inspection of the same, final payment will be made. Immediately after completion of all punch list items, a Certificate of Final Inspection is prepared and signed by all appropriate parties (Exhibit I-1). This form indicates that all work is complete in accordance with the contract and change orders and further indicates willingness to initiate closeout procedures.

E. Contract Close-out and Final Payment of Contractors

Upon completion of the final inspection, all of the following documentation should be verified as complete and in the permanent file:

- Lien Waiver from the general contractor
- Contractor's Final Request for Payment
- Certification of Final Inspection
- Copies of all warranties
- Certificate of Occupancy from the Department of Urban Development

Review all of the documents for accuracy and completeness. Supply the owner with a copy of these documents.

F. Take After-Reconstruction Pictures

Document the work by taking pictures of the completed reconstruction. Always try to take the after-reconstruction pictures from the same spot pictures were taken before reconstruction.

IX. INCLUSIVE GRANT COSTS – if applicable

A. Cost of correcting building code violations

- B. Testing and/or assessment of asbestos and lead-based paint hazards with a possible abatement, if necessary
- C. One-Year Premium for Flood Insurance when applicable
- D. Legal and other professional fees, if necessary
- E. Up to ten percent (10%) of the cost of repairs for change orders, unless otherwise approved by the Community Development Manager, if necessary
- F. Title Opinions and Appraisals, as deemed necessary
- G. Termite or other Pest inspection and treatment, if necessary
- H. Necessary Public Notices, if necessary
- I. Environmental Review costs
- J. Project Delivery costs

X. CONTRACTS AND CONTRACTORS

- A. A list of Qualified Eligible Contractors (QEC list) will be maintained in the City of Hattiesburg Department of Urban Development-Community Development Division. Contractors may be added to the list annually; however, no Contractor shall be allowed to submit a proposal or cost quotation if not a Qualified Eligible Contractor and has not obtained a **Data Universal Numbering System number (DUNS)**.

1. Qualified Eligible Contractors (QECs) must:

Furnish the following required documentation for consideration:

- Three (3) subcontractors;
- Two (2) suppliers;
- One (1) bank;
- Three (3) prior jobs, carried out by the contractor in order to assess quality of work and evaluate the workmanship;
- A copy of current license from the Mississippi State Board of Contractors and City of Hattiesburg Privilege Tax License; and
- A copy of current liability insurance and Workmen's Compensation.

These requirements are not in any way intended to exclude any qualified Contractor, but are intended to verify a proven track record of established business. The Department of Urban Development and the Selection Committee will review all submissions for consideration.

Sign a work agreement for each contract undertaken, which included the agreement to abide all local codes and ordinances as well as the City's Housing Programs Manuals in all work performed.

4. Proposals will be requested from all eligible contractors. The Homeowner will review the Qualified Eligible Contractors list and have the option of identifying up to two (2) Contractors that the owner would prefer not to contract with in the rehabilitation or repair of his/her home. Although there must be enough remaining contractors willing to make a proposal so as to satisfy City, State, and Federal procurement requirements.
3. A Contractor's license from the City of Hattiesburg may be revoked for good cause in accordance with the codes and ordinances of the City. Also, contractors may be removed and disbarred from the Qualified Eligible Contractor list based on the following:
 - a. When a project's construction time exceeds, without justifiable cause, the construction period reflected in the contract. Once advised of the failure to meet contract deadlines, the contractor shall complete work within five (5) working days. If work exceeds the extended deadline, without justifiable cause, the contractor will be fined \$100 per day until the work is completed or until the contract is terminated at the discretion of the Program and any additional relocation costs incurred. In the event that the contractor neglects to complete contracted work, the associated Work Agreement may be terminated and the Housing Coordinator will arrange to have another contractor from the Qualified Eligible Contractors list complete the work. The Housing Program Inspector or designee will determine the extent of work not completed. In some instances, it may be necessary to estimate a percentage of work completed. The cost of work line items not completed or the percentage of work not completed, whichever is applicable, will be deducted from the total contracted amount in addition to the deduction for the penalty for incompleteness and excessive relocation costs. These funds will be used to defray the cost for the unfinished work. Any remaining payment due the Contractor will not be made until all work is complete and the penalty for incompleteness will be deducted at that time.
 - b. When a contractor's construction performance is unacceptable as documented by the City of Hattiesburg Housing Program Inspector, Technical Inspectors, and Housing Coordinator.
 - c. When a contractor violates the terms, conditions, and contents of the Work Agreement.
 - d. When a contractor violates the Housing Rehabilitation and Housing Repair Grants Program Guidelines.
 - e. When a contractor does not pay labor and material costs relating to the job, which could result in a lien against the property.
 - f. When a contractor fails to start work within ten (10) working days of issuance of the Notice to Proceed without justifiable cause, the contractor shall submit a letter to the attention of the Housing Coordinator explaining the reason(s) for the work delay, prior to the end of the ten (10) day working period, for approval. Contractors

exceeding the ten (10) working days start date may be terminated from the Work Agreement with the Homeowner. (If contracted as the result of a proposal, the next lowest best proposer will be contracted with the homeowner to perform work originally contracted with the lowest best proposal Contractor.) In the event additional proposals were not received, the project will accept new proposals. The Contractor that exceeded the ten (10) working day period to start work will not be eligible to re-submit a proposal on the project. If contracted as the result of assignment to an eligible Sub-recipient to do housing rehabilitation or housing repair, the project will be reassigned to another eligible Sub-recipient.

- g. When one or a combination of causes in (a) through (f) above or any other reasonable documented causes exists.
- 4. The Division Manager shall notify all contractors that have been removed or disbarred from the Qualified Eligible Contractors list in writing setting forth the cause and the term of disbarment.
- 5. The U. S. Department of Housing and Urban Development (HUD) will be notified of Contractors violating federal law or exhibiting unethical behavior and recommended for disbarment from federal programs.
- 6. The Qualified Eligible Contractors list may not in any manner be used as a means for discrimination or exclusion on the basis of race, national origin, sex, or age.
- 7. Contractors may request reinstatement in writing to the Director when disbarment did not result from violation of federal, state or local law.
- 8. Appeals regarding the Qualified Eligible Contractors Selection Process

If a Contractor disagrees with selection committee decisions on any or all of the qualifying criteria, he or she may appeal the decision to the CDBG/HOME Board of Appeals. The Contractor should submit a written request for review of the decision within ten (10) working days of notice of the decision to the:

**Department of Urban Development
C/O: Director
Attention: CDBG/HOME Board of Appeals
Post Office Box 1898
Hattiesburg MS 39403-1898**

Response time by the board will depend on the nature of the appeal, but will be as timely as possible. The Board is made up of three members appointed by the Mayor. The members shall be employed by the City of Hattiesburg and shall not be employees of the Department of Urban Development. The CDBG/HOME Board of Appeals will meet as needed, if and when an appeal is made. Any further appeals will be made to a court with appropriate jurisdiction.

B. Work Proposal

- 1. Eligible Contractors will be furnished proposal packages a minimum of ten (10) working days prior to bid closing.

2. Contractors must attend a pre-proposal conference to include an onsite walk through review of the project and the proposed work several days prior to proposal closing.
3. According to RFP bid packet instructions, proposals must include a total cost for each line item and a grand total of the contractor's proposal written in ink or typed. When proposals are reviewed, the line items will be totaled, and that sum shall become the official grand total even if the contractor made an error in addition. The same form is to be used when any eligible entity submits cost quotations for assigned projects or for determination of assignment of projects.
4. Proposals and cost quotations must be submitted in a sealed envelope marked with the Contractor's name and address, as well as the project address, to the City of Hattiesburg City Clerk's office either hand delivered or mailed. Contractors may mail proposals at their own risk; proposals not in the possession of the City Clerk's office by the deadline stated cannot be considered.

Mail:

**City of Hattiesburg
City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898**

Physical:

**City of Hattiesburg
City Clerk
200 Forrest Street, 2nd Floor
Hattiesburg, MS 39401**

5. Contract price shall not be 10% higher nor be less than 10% below the program staff cost estimate. If the proposals or quotations are not within these limits, the Housing Coordinator and Community Development Division Manager may negotiate the costs with the Contractor having the lowest best proposal who is nearest to meeting the limitations.
6. Proposals from contractors not on the Qualified Eligible Contractors list and proposals from contractors with whom the homeowner indicated they would not enter into a *Work Agreement*, will be rejected.
7. The successful contractor will be notified in writing within five to ten (5 to 10) working days after a review by the selection committee identifies the selected contractor. All other contractors that made proposals will be notified in writing within fifteen (15) working days of the selection of the successful contractor.
8. All proposals shall be firm for a period of thirty (30) calendar days from the date of bid closing. If a contract is not executed, nor a *Notice to Proceed* issued within thirty (30) calendar days from proposal opening, the contractor may withdraw his/her proposal, thereby terminating and releasing both parties from any further obligation and liabilities.
9. The City reserves the right to accept or reject any or all proposals or to waive any formality in the proposal process.
10. The Housing Coordinator and the Housing Program Inspector shall weigh the capacity of contractors to complete work in accordance with the standards of the City during the

proposal process. Caution will be exercised to ensure that contractors do not get overloaded to the extent that they cannot perform work in a timely manner. At least until a track record is established for each contractor, the Housing Program Inspector will have the authority to recommend that a contractor(s) may not submit proposals on new work until he/she is nearing completion or has completed on-going work in the City's program.

NOTE: A contractor will have no more than two (2) active projects at a time. A waiver of this policy must be approved by the Director of Urban Development.

C. Document

1. The homeowner and contractor shall execute the contract document supplied by the Department of Urban Development titled Work Agreement. After execution of the agreements, an onsite pre-construction conference, a Notice To Proceed will be issued to the contractor. Prior to commencement of work, the contractor shall obtain the appropriate building and related permits from the Land Code Development Division.

2. Amendments

As with any construction work involving remodeling or renovation of an existing structure, change orders may be necessary as the result of discovery when completing work items such as replacing deteriorated roofing, siding, flooring, and other items previously specified in the work write-up for a project. The scope of work for any proposed change order will be determined by the primary Housing Program Inspector or, when necessary, a designee Inspector who will immediately inform the Housing Coordinator of the need for the change order, the proposed scope of work required and any other pertinent details surrounding the pending circumstances. The Housing Program Inspector will write the work specifications and estimate costs for the additional work to be included in the file. A copy of the work specifications will be given to the contractor who will quote a price for the additional work. The contractor's proposed price is compared to the Housing Program Inspector's estimate and is automatically approved if within 10% above or below the program's estimate. If the Contractor's price is outside the 10% parameters previously noted, then the Housing Program Inspector, Contractor and Housing Coordinator at a minimum will negotiate the cost to a mutually agreeable price that is deemed reasonable and necessary. The Director at his/her discretion will participate and or designate other staff to participate in negotiations. After settling on an agreed upon price, a formal Change Order form is prepared and circulated to the Housing Program Inspector, Housing Coordinator, Code Enforcement Technical Inspector and Community Development Manager for signatures. The homeowner and contractor will also sign the change order to review evidence, understanding and agreement of associated work details and costs. The Housing Coordinator is responsible for tracking this form through the signature process in a manner to affect an expedient turnaround time. The Program will strive whenever possible to affect no more than a two-day turnaround for internal signatures for change orders. Additionally, on a case-by-case basis, to deter lengthy delays in dire circumstances where the homeowner would be severely inconvenienced by even short delays in construction efforts (such as open roofs, walls and floors, non-functioning bath and toilet facilities due to a discovery repair item) a change order can be priority-routed through the process in which the Housing Program Inspector calls in to the office and follows through the initial steps of the change order process via telephone or radio

communication. A change order can be prepared on site and a copy given or left at the site for the contractor's estimating as soon as possible. If necessary, the Housing Program Inspector can complete the cost estimate on the spot, call in and relay all of the information to the Housing Coordinator who will follow the proper line of communications to receive expedient approval for going forward with the change order work request, then relay approval to proceed to the Housing Program Inspector.

a. Change Orders must be approved as outlined above and must be documented as follows:

- 1) Item number on work write-up and description of work to be changed must include a total cost for each line item and a grand total of the contractor's requested change order.
- 2) Reason for change.
- 3) Related code violation, if applicable.
- 4) Increase or decrease in cost resulting from change order.
- 5) Other related information needed to render a decision.

All changes to the contract must be documented using a change order form. Additionally, a written explanation of the reason for each change order repair item should be noted on the *Work Detail /Cost Estimate* and the document signed by the designated Housing Program Inspector or designee Inspector. This form must accompany each change order request to be reviewed for processing and still applies in the case of priority routing. However, in no event shall the amount of the additional assistance exceed ten percent (10%) of the maximum grant amount nor ten percent (10%) of the initial proposal price. This applies to both the Substantial Rehabilitation and Emergency Repair Grants. In the event that the total of additional assistance exceeds the maximum ten percent (10%), the homeowner will be required to select which cosmetic or non-code item which will be removed from the work write-up in order to remain at or under the maximum grant award limits. In special circumstances the Director of Urban Development may at his/her discretion allow an exception.

b. Nothing in this section shall be construed to prohibit the Director of Urban Development from overruling the final approval or disapproval of any change order, except that in such instances a factual basis for the ruling must be established, documented and made a part of the permanent case file

D. Inspections/Monitoring:

1. The Housing Coordinator and the Housing Program Inspector will maintain close supervision over all work. The Housing Program Inspector and/or appropriate Code Inspector (Enforcement Officer or Technical Inspector as applicable) will conduct the following inspections from application through construction completion (see Part I — Section V):

a. Property Maintenance Code Inspection

- b. Work write-up inspection/ Identification of code violations and immediate repair items.
- c. Pre-construction conference to include a walk-through of work to be performed with all potential Contractors at job site.
- d. Progress Inspections — to ensure the quality of the construction, onsite visits to review work in progress will be conducted at least weekly by the Housing Program Inspector in addition to the rough-in and finished work inspections outlined below that will also require review by a Technical Inspector:
 - 1) Electrical- inspection of electrical work performed will be conducted at the rough-in stage before work is covered up with sheetrock, etc.
 - 2) Plumbing- inspection of plumbing work performed will be conducted at the rough-in stage before work is covered up with sheetrock, etc.
 - 3) Mechanical- inspection of mechanical functions will be conducted at the rough-in stage before work is covered up with sheetrock, etc.
 - 4) Building- inspection of the building will be conducted at the rough-in stage before work is covered up with sheetrock, etc.

The Hattiesburg Land Code Division will perform mechanical, plumbing, electrical, and building inspections in keeping with standard procedures of the Land Code Division. Housing Program Inspectors and Technical Inspectors shall insist upon quality construction with high quality new materials within reasonable constraints of the funds available. In no event shall the Housing Program Inspector or Technical Inspector sign off on any inspection of which he/she has knowledge of inferior or defective construction or materials or which percentage of completion is less than that noted on the inspection form.

- 2. Preliminary Final Inspection(s) — The Housing Programs Inspector and Housing Coordinator will inspect to verify that there is no incomplete work remaining from the work write-ups including any change orders (where applicable) prior to the review by the final inspection teams. Punch lists will be prepared at this point for any incomplete items. After all work is confirmed complete, a true final inspection will be scheduled.
- 3. Final Inspection: After completion of all repairs in the work write-up and change orders, a final inspection will be conducted by the Housing Program Inspector, Technical Inspector and Housing Coordinator or designee to ensure that all work is completed satisfactorily and in accordance with the contract. The inspection should be made together with the homeowner and the Contractor. If all work has been completed satisfactorily, a final inspection shall be completed and signed by all appropriate persons.
- 4. Inspection Reports: A copy of all inspection reports including code, property, and technical inspection reports should be signed, dated, and filed in the permanent project file in the Community Development Division-Housing Programs Unit.
- 5.

E. 180 Day/300 Day Inspections:

1. The Housing Program Inspector shall make a site visit to the home rehabilitated or otherwise repaired after one hundred eighty (180) days or six (6) months, and three hundred (300) days after the *Certificate of Final Inspection* has been issued, to review work performed. The Housing Program Inspector and Homeowner shall note any defects revealed during the inspection, and the Contractor will be provided a punch list of the same. If defects arise during the one-year warranty period, it is the responsibility of the Homeowner to inform the City.
2. Once advised of warranty items, the Contractor shall perform corrections within ten (10) working days, weather conditions and other factors permitting. In the event that the Contractor neglects to correct the noted items, the Housing Coordinator will initiate procedures to seek revocation of license and/or disbarment of the Contractor from the QEC list.
3. Neither the City nor the Contractor is responsible for defects or discovery of needed repairs that were not a part of the original work write up or included as a change order during the course of the contract.
4. The City may, at the discretion of the Director, with evidence provided by the Homeowner, Contractor, Housing Program Inspector, or Housing Coordinator, approve of a change order after the completion of the original project if/when the following conditions are met:
 - a. the project is still within its warranty period, or the needed work was discovered and reported within the project's general warranty period,
 - b. the needed work is not the result of incidents that are (or should be) covered by the homeowner's insurance,
 - c. the needed work is not the result of negligence or intentional damage to work previously performed by the program,
 - d. the needed work is verifiably an oversight of the original scope of work, which would have otherwise addressed a major housing system or element (and not attributable to wear, tear, or deterioration since the course of the contract), and
 - e. failure to address the additional needed work would result in damage or deterioration of the investment already made by the program, and/or would result in deterioration that would lead to health or safety threats in the foreseeable future.

F. Payments

1. All payments will be made to the Contractor within ten (10) working days from approval of invoice by the Mayor and City Council. Payment requests will be forwarded for Mayor and Council review only after the Department of Urban Development receives the following:
 - a. Building certificates of final inspection

- b. Certificate of occupancy (if applicable)
- c. Invoice for work performed
- d. Lien waiver by the Contractor
- e. Release of liens by the Contractor's subcontractors and material suppliers
- f. Final inspection and acceptance of all work by the City of Hattiesburg Housing Program Inspector, Housing Coordinator, Community Development Manager, and City Building Official.

The homeowner's signature of acceptance of work is preferred and will be requested, but will not be required for payment to the Contractor for work performed and completed to the satisfaction of the Program. Additionally, all warranties and certifications relating to equipment, supplies and service products must be turned over to the Housing Coordinator prior to payment. Copies of all warranties and certifications shall be placed in the Homeowner's file to be retained by the City, and the originals shall be given to the Homeowner.

2. Payments to contractors must reconcile against work performed and in place. **Contractors must submit invoices documenting the work completed and the amount of the contract attributable to the work completed in justifying partial draws. Payments may be made only for work and/or materials installed, constructed, or in place; no payment may be requested or made for supplies purchased, inventoried, and/or on site not installed.** The Housing Program Inspector will verify work against that claimed on all invoices and determine whether or not the amount requested and the work items claimed are completed satisfactorily and are representative of the amount quoted. Although not required, the City reserves the right to retain up to five percent (5%) of the total cost of a project through the end of the one-year warranty period. This amount would be deducted from the payment made upon 100% completion of the work, and will be forwarded to the contractor at the end of one year unless extenuating circumstances with the property require that the City need access those funds during the warranty period.
3. Homeowner Signatures: With the exception of projects assigned to Sub-recipients, the Housing Coordinator has the primary responsibility of communicating with and securing the homeowner's signature on all documents, which they must execute during the course of any processes associated with this housing rehabilitation or repair procedure. Only in the instance of projects assigned to Subrecipients shall it be the responsibility of the Subrecipient to obtain the homeowner's signature on any document, otherwise IN NO EVENT shall it be the responsibility of the Contractor to obtain the homeowner's signature on any document.

G. Contractor Certification

Contractor will sign a certification stating he or she understands that all rehabilitation and repair work will be accomplished in accordance with locally adopted codes and that the City will enforce those codes.

H. Disputes

All questions and disputes of decisions between the Contractor and the Homeowner regarding rehabilitation and repair work or methods will be settled by the City of Hattiesburg's Housing Program Inspectors. In case of an un-resolvable difference of opinion between the Housing Program Inspector and Technical Inspectors regarding code issues, the City Building Official shall have final authority. Any code or construction issues not resolved by the City Building Official may be appealed to the Hattiesburg Contractors Board. All questions, disputes or decisions regarding financial or program issues will be resolved by the Housing Coordinator in conjunction with and subject to the review and approval of the Director or his/her designee. Further appeals may be made to the City of Hattiesburg CDBG/HOME Board of Appeals for a final decision.

XI. GENERAL

No person who is an employee, agent, consultant, officer, elected official or appointed official who exercises or has exercised any functions or responsibility with respect to CDBG or HOME activities who is in a position to participate in a decision making process or gain inside information with regard to CDBG or HOME activities, may obtain a personal or financial interest or benefit from a CDBG or HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

XII. RESPONSIBILITY AND AUTHORITY

The Community Development Manager, under the direction of the Director of Urban Development, has delegated authority and responsibility to administer the *Housing Rehabilitation and Housing Repair Grants Program* in accordance with the guidelines set forth above and subject to the restriction of applicable local, state, and federal laws, and the dictates of sound business judgment, prudence, and ethical conduct.

City of Hattiesburg MS
Department of Federal and State Programs
Single-Family Housing Rehabilitation Standard

	Section Title
1	Health & Safety
2	Site
3	Exterior Building Surfaces
4	Foundations and Structure
5	Windows & Doors
6	Roofing
7	Insulation and Ventilation
8	Interior Standards
9	Electric
10	Plumbing Systems
11	HVAC
12	Appliances

Mission and Housing Values

In our example specs, the developer's mission is "to eliminate neighborhood blight through renovation and demolition while providing low -income families with safe, secure and affordable homes."

The ranking of primary considerations from the program's mission is as follows:

1. Health and Safety
2. Performance and durability
3. Life cycle cost
4. Affordable operating cost
5. Balanced initial cost
6. Environmental impact
7. Historically sensitive exterior

Applicable Laws and Regulations

The developer intends to construct and maintain homes in full compliance with the following statutory and regulatory requirements:

- HUD Environmental Review
- Building Code: International Residential Code
- Housing Code: The local housing code
- Federal Housing Code: Housing Quality Standards
- Life Safety Code: Life Safety Code

- HAZMAT: HUD requirements for specific programs

The developer will seek guidance and strive to conform to the following codes if financial resources are available for a specific project:

- Accessibility: ANSI standards for accessibility by disabled residents
- HAZMAT: HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing
- Building Code: IRCC (version accepted by the local Building Codes Department)
- Exceptions: On a case-by-case basis, deviations from the minimum requirements of this standard will be permitted with approval of the appropriate local agency

1 Health & Safety

Contaminants	
Repair Standard	Minimum Life 5 yrs.
NA	
Replacement Standard	
All materials installed will meet the following standards to minimize the presence of Volatile Organic Compounds (VOC) and Formaldehyde: • All paints and primers must meet the most recent Green Seal G-11 Environmental Standard. Http://www.greenseal.org/certification/standards/paints_and_coatings.pdf • Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. http://www.aqmd.gov/rules/reg/reg11/r1168.pdf • All caulks and sealants, including floor finishes, must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District. • All particleboard components will meet ANSI A208.1 for formaldehyde emission limits, or all exposed particleboard edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation. All MDF edges will meet ANSI A208.2 for formaldehyde emission limits, or all exposed MDF edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation.	

Lead Based Paint (LBP)	
Repair Standard	Minimum Life 5 yrs.
For all houses constructed prior to 1978 - four (4) floors, two (2) window sills and two (2) window troughs (all randomly selected) plus a blank sample must be submitted to an EPA-accredited lead analytical laboratory and the dust samples must pass a dust wipe test for lead content as per the protocol in the HUD Guidelines. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work. See: http://www.hud.gov/offices/lead/lbp/hudguidelines/	

Replacement Standard	Minimum Life 20 yrs.
When stabilization of surfaces containing LBP is impractical, the most affordable solution for abatement of the component will be chosen. Walls containing LBP may be covered with drywall or gutted and replaced with drywall. Trim and other wood or metal components containing LBP may be removed and replaced with similar materials. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work.	

Asbestos	
Repair Standard	Minimum Life NA
Non-friable intact Asbestos materials that are not creating a hazard such as cementitious exterior wall shingles may be left intact and painted if appropriate. Asbestos-resilient floor tiles may be labeled as such and covered with underlayment and new resilient flooring.	
Replacement Standard	Minimum Life NA
Friable asbestos components, badly deteriorated cementitious shingles or deteriorated flooring will be removed and, if necessary, replaced with non-hazardous materials.	

Mold	
Repair Standard	Minimum Life NA
Any presence of mold is unacceptable and must be addressed per the National Center for Healthy Housing protocol "Creating a Healthy Home." http://www.nchh.org/Portals/0/Contents/FloodCleanupGuide_screen_.pdf	
Replacement Standard	Minimum Life NA
All carpeting, drywall or other gypsum-based wall coverings or any other non-structural components with mold present will be removed and replaced. The National Center for Healthy Housing protocol "Creating a Healthy Home" will be followed for remediation of structural components.	

Fire Safety - Egress	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life NA
Egress windows are required in all new sleeping and living areas unless other secondary means of escape requirements are met. The minimum dimensions for egress window clear openings are 20" wide by 24" tall, with a clear opening of 5.7 square feet. No bedrooms should be created in attics or basements unless Life Safety Code egress requirements are met.	

Fire Alarms	
Repair Standard	Minimum Life 5 years
Existing fire and smoke, and security systems that meet code will be repaired to operating condition.	
Replacement Standard	
Directly wired smoke detectors are required in hallways adjacent to sleeping areas and in all bedrooms.	

Carbon Monoxide (CO) Alarms	
Repair Standard	Minimum Life 5 years
Existing carbon monoxide detectors that meet code will be repaired to operating condition.	
Replacement Standard	
When atmospherically vented gas burning appliances, such as furnaces and water heaters, are present inside the dwelling, CO detectors are required in sleeping areas and immediately adjacent to fuel-burning appliances. CO detectors will be installed at a height defined in the manufacturer's instructions.	

2 - Site

Grading	
Repair Standard	Minimum Life 5 yrs.
When moisture problems exist that are the result of poor storm water drainage away from the building, the property will be re-graded for a distance of at least 10 feet away from the building will slope away from the structure at a pitch of at least 1 inch per foot.	
Replacement Standard	
Same as Repair Standard.	

Outbuildings	
Repair Standard	Minimum Life 5 yrs.
Unsafe and blighted structures, including outbuildings, will be removed if it is not financially feasible to complete the repairs required to make them structurally sound, leak-free, with lead hazards stabilized. Detached garages should have operable and lockable doors and windows.	
Replacement Standard	
No outbuilding replacement is permitted in this program.	

Fencing	
Repair Standard	Minimum Life 3 yrs.
If repairs are needed, replacing sections or limited components in kind is permissible if the budget permits.	
Replacement Standard	
Wholesale replacement of deteriorated fencing is not permitted.	

Paving and Walks	
Repair Standard	Minimum Life 5 yrs.
Essential paving, such as front sidewalks and driveways with minor defects, will be repaired to match. Tripping hazards greater than ¾" must be addressed. Non-essential, highly deteriorated paving, such as sidewalks that are unnecessary, will be removed and appropriately landscaped.	
Replacement Standard	
Un-repairable essential walks will be replaced per City Ordinance. Wood-framed, handicapped-accessible ramps are an eligible expense.	

Trees and Shrubbery	
Repair Standard	Minimum Life 5 yrs
Trees that are dead, dying, or hazardous will be removed. Removal will include cutting close to the ground, and grinding of the stump to 12 inches below the finished grade is permissible if the root system is interfering with the foundation.	
Replacement Standard	
Landscaping with trees and shrubbery is not an eligible expense.	

Lawn	
Repair Standard	Minimum Life 1 yrs.
Reseeding or installation of sod is not an eligible expense.	
Replacement Standard	
Reseeding or installation of sod is not an eligible expense.	

3 - Exterior Building Surfaces

Exterior Cladding	
Repair Standard	Minimum Life 10 years
Siding and trim will be intact and weatherproof. All exterior wood components will have a minimum of one continuous coat of primer and two continuous coats of finish paint, and no exterior painted surface will have any deteriorated paint. Buildings designated as historic will	

have existing wood siding repaired in kind. New exterior wood will blend with existing and will be spot-primed and top-coated in a lead-safe manner.
Replacement Standard
Buildings not designated as historic may have siding replaced with vinyl siding or cement board siding to match the existing configuration. If replaced, soffit material will be replaced to match or with vented/perforated vinyl. Adequate soffit ventilation shall be installed or maintained.

Exterior Porches	
Repair Standard	Minimum Life 5 years
Deteriorated concrete porches will be repaired when possible. Unsafe wood porch components will be repaired with readily available materials to conform closely to historically accurate porches in the neighborhood. Porch repairs will be structurally sound, with smooth and even decking surfaces. Deteriorated wood structural components will be replaced with preservative-treated wood.	
Replacement Standard	
Porches on building designated as historic will be rebuilt to conform closely to historically accurate porches in the neighborhood. Decks on non-historic porches will be replaced with 5/4" preservative-treated decking. Replaced railings will meet code. Replaced wood structural components will be preservative-treated.	

Exterior Railings	
Repair Standard	Minimum Life 5 years
Existing handrails will be structurally sound. Guard rails are required on any accessible area with a walking surface over 30" above the adjacent ground level. Sound railings may be repaired if it is possible to maintain the existing style. On historic structures railing repairs will be historically sensitive.	
Replacement Standard	
Handrails will be present on one side of all interior and exterior steps or stairways with more than two risers and around porches or platforms over 30" above the adjacent ground level, and will meet local codes. Handrails and guard rails will conform to the style of similar components in the neighborhood. On historic structures new railings will be historically sensitive.	

Exterior Steps and Decks	
Repair Standard	Minimum Life 5 years
Steps, stairways, and porch decks will be structurally sound, reasonably level, with smooth and even surfaces. Repairs will match existing materials,	

Replacement Standard	
In non-historic structures wood decking may be replaced with 5/4" X 6" preservative-treated material and new steps will be constructed from nominal 2" preservative-treated wood.	

Exterior House Numbers and Mailboxes	
Repair & Replacement Standard	Minimum Life 5 years
All houses will have house numbers (clearly visible from the street, a minimum of 4" in height, and of a contrasting color clearly displayed near the front door), and a standard size mailbox, preferably wall-hung at the entrance.	

4 - Foundations & Structure

Firewalls	
Repair Standard	Minimum Life 5 years
Walls adjoining attached garages will be maintained without cracks and holes, with code required fire separation.	
Replacement Standard	
Same as above.	

Foundations	
Repair Standard	Minimum Life 15 years
Foundations will be repaired to be sound, reasonably level, and free from movement.	
Replacement Standard	
Complete foundation replacements are beyond the scope of the program.	

Structural Walls	
Repair Standard	Minimum Life 15 years
Structural framing and masonry will be free from visible deterioration, rot, or serious termite damage, and be adequately sized for current loads. Prior to rehab, all sagging floor joists or rafters will be visually inspected, and significant structural damage and its cause will be corrected.	
Replacement Standard	
New structural walls will be minimum 2" x 4", 16" OC. All exterior walls that are part of the building envelope (the air barrier and thermal barrier separating the conditioned space from the non-conditioned space) will be insulated with a minimum R-13 insulation and sheathed to code.	

Additions	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life 60 years
New additions are acceptable only when – for health and safety and/or livability reasons – it is necessary to add additional space. Stamped plans must be submitted to the City Building Official for review and approval prior to bidding. All standards for Exterior Building Surfaces, Roofing, Windows and Doors, Insulation and Ventilation, Plumbing, Electrical, HVAC apply.	

5 - Windows and Doors

Interior Doors	
Repair Standard	Minimum Life 5 years
Baths and occupied bedrooms will have operating doors and lock sets.	
Replacement Standard	
Hollow-core, pressed-wood product consistent with the style of existing doors including a brass-plated bedroom lock set.	

Exterior Doors	
Repair Standard	Minimum Life 5 years
Exterior doors will be solid, weather-stripped and will operate smoothly. They will include a peep site, a dead bolt, and an entrance lock set.	
Replacement Standard	
Replacement doors at the front of the property for historically significant buildings will be historically sensitive. Steel, six-panel doors may be installed at entrances not visible from the front street and on the front of the property for buildings that are not historically significant. Dead bolt locks will be installed on all exterior doors keyed to match. All new doors will be weather-stripped to be air tight.	

Windows	
Repair Standard	Minimum Life NA
All windows will operate, remain in an open position when placed there, lock when closed and the open section will be covered with a screen.	
Replacement Standard	
Windows that are not repairable may be replaced and will meet the ENERGY STAR standard for this geographic region. http://www.energystar.gov/index.cfm?c=windows_doors.pr_anat_window Windows on key façades of historically sensitive properties will be wood of the style original	

to the building. New windows on other properties may be vinyl or aluminum and double-glazed.

6 - Roofing

Flat and Low-Slope Roofing	
Repair Standard	Minimum Life 2 years
Built-up roofing that is leak-free will be re-coated and flashing and accessories repaired if their minimum life is questionable.	
Replacement Standard	
Modified Bitumen is an approved roofing material for low sloped roofs.	

Pitched Roofs	
Repair Standard	Minimum Life 5 years
Missing and leaking shingles and flashing will be repaired on otherwise functional roofs. Slate, metal and tile roofs will be repaired when possible.	
Replacement Standard	
No more than 1 layer of roofing is permitted when a roof is replaced. Fiberglass, asphalt, 3-tab, class A shingles with a prorated 25-year warranty over 15-lb. felt with new drip edge on all edges.	

Gutters and Downspouts	
Repair Standard	Minimum Life 5 years
Gutters and downspouts must be in good repair, leak free and collect storm water from all lower roof edges. Concrete splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 3 feet away from the foundation whenever there is a history of water problems.	
Replacement Standard	
Gutters and downspouts will be installed and collect storm water from all lower roof edges. Concrete splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 3 feet away from the foundation whenever there is a history of water problems.	

7 - Insulation and Ventilation

Bath Ventilation	
Repair Standard	Minimum Life NA
Smooth metal ductwork to the outside may be installed or repaired on existing bathroom fans that are operational but not properly ducted. Delay timer switches (set to an additional 20 minutes of run-time) for bathroom fans are an allowable expense.	
Replacement Standard	Minimum Life 10 years
Bathroom fans ducted to the outside using smooth metal ductwork and rated at a minimum of 80 CFM are highly recommended, as is a delay timer switch.	

Kitchen Ventilation	
Repair Standard	Minimum Life 2 years
Whenever possible, kitchens must have functional mechanical ventilation operating at a minimum 120 CFM. All ductwork will be heavy gauge galvanized metal, air tight with sealed seams. The installation of soffit to conceal ductwork is an allowable expense.	
Replacement Standard	
Same as the repair standard.	

Roof Ventilation	
Repair Standard	Minimum Life 5 years
1 square foot of free venting must be supplied for every 300 SF of area directly under the roof. The ventilation path must be free from obstructions and protected against access by rain, snow or pests. Ventilation shall be balanced between high and low vents to provide natural convective flow of air currents.	
Replacement Standard	
The venting requirement is the same as with the Repair Standard above with a strong preference for a combination of ridge vents, soffit vents.	

8 - Interior Standards

Interior Walls and Ceilings	
Repair Standard	Minimum Life 3 years
Holes, cracks and deteriorated and un-keyed plaster will be repaired to match the surrounding surfaces. All visual surfaces will be stabilized to minimize lead paint hazards using water-based paint.	
Replacement Standard	
When necessary plaster will be replaced by ½" gypsum board. Fire-rated assemblies will be specified on a project-by-project basis as required by local codes.	

Flooring	
Repair Standard	Minimum Life 3 years
Bathroom, kitchen and other water-susceptible floor areas will be covered with water-resistant flooring that is free from tears or tripping hazards. Damaged wood floor will be repaired. When existing deteriorated carpet is present over hardwood floors, the hardwood will be refinished whenever possible.	
Replacement Standard	
Baths will receive resilient sheet goods over plywood underlayment, and kitchens will receive resilient sheet goods. Whenever possible rooms other than kitchens and baths with existing wood flooring will be maintained as wood floors and refinished when appropriate. Rooms other than kitchens or baths without usable wood floors may be finished with carpet.	

Closets	
Repair Standard	Minimum Life 5 years
Existing closets with a minimum depth of 2 feet will be maintained in good repair and have a shelf and clothes rod.	
Replacement Standard	
New closets may be created if there is a significant lack of storage space and the budget permits. New closets will have a depth of 2 feet and include a shelf and clothes rod.	

Kitchen Cabinets and Countertop	
Repair Standard	Minimum Life 3 years
Kitchens will have a minimum of 10 feet of countertop with base and wall cabinets (or dishwasher) to match. Existing cabinets with hardwood doors and face frames may be repaired if in good condition. All cabinets will be sound and cleanable.	
Replacement Standard	
New kitchen cabinets will have plywood boxes. Cabinets will have hardwood doors and face frames. There will be a minimum of 10 lineal feet of post-formed countertop with corresponding base cabinets and wall cabinets. Corners in countertop designs are permitted if factory assembled. A drawer base (12" or 15") will be included in new cabinetry. A plastic laminate panel to match the countertop or a stainless-steel panel will be installed as a base cabinet to wall cabinet backsplash behind the range and extending 6 inches past the range on both sides, or if the range is in a corner along the side wall and trimmed with chrome metal edging.	

9 - Electric

Ground Fault Interrupter Circuits	
Repair Standard	Minimum Life 5 years
Non-functioning GFCIs will be replaced. Kitchen counter, bath and laundry receptacles within will be replaced with a GFCI-protected receptacle or protected by a GFCI device to meet the IRC requirements adopted by Hattiesburg.	
Replacement Standard	
Kitchen counter, bath and laundry receptacles will be replaced with a GFCI-protected receptacle or protected by a GFCI device to meet the IRC requirements adopted by Hattiesburg.	

Passage Lighting	
Repair Standard	Minimum Life 7 years
All lights and switches in hallways, stairs and other passages will be operable and safe.	
Replacement Standard	
All halls, stairs and rooms necessary to cross to other rooms and stairways must be well lit and controlled by a 3-way switch using concealed wiring. Attics must have utility light fixtures.	

Kitchen Electric Distribution	
Repair Standard	Minimum Life 5 years
Existing receptacles, fixtures and switches will be safe and grounded.	
Replacement Standard	
Permanently installed or proposed stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers will have separate circuits sized to N.E.C. Two separate 20-amp counter circuits are required with each kitchen area.	

Interior Electric Distribution	
Repair Standard	Minimum Life 7 years
Exposed knob and tube will be replaced. Every room will have a minimum of one duplex receptacles, placed on each wall and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (e.g. first floor above crawl spaces, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes will have appropriate cover plates. Wiring will be free from hazard, and all circuits will be properly protected at the panel. Exposed conduit is allowed. Bedrooms receptacles will be protected by an Arc Fault breaker. There must be one electrical receptacle at the service panel.	
Replacement Standard	
When a room's wall finishes are removed, it will be rewired to the latest version of the National Electric Code.	

Service and Panel	
Repair Standard	Minimum Life 10 years
Distribution panels will have a main disconnect, at least 10 circuit-breaker-protected circuits, a 100-amp minimum capacity and be adequate to safely supply existing and proposed devices.	
Replacement Standard	
200-amp service with a main disconnect panel containing at least 30 circuit breaker positions.	

10 - Plumbing System

Drain, Waste, Vent Lines	
Repair Standard	Minimum Life 1 year
Waste and vent lines must function without losing the trap seal.	
Replacement Standard	
When walls are removed exposing vent and waste lines those lines will be reworked to the current IRC.	

Plumbing Fixtures	
Repair Standard	Minimum Life 3 years
All fixtures and faucets will have working, drip-free components. Toilets with greater than a 1.6 GPF rating will be replaced with a maximum 1.28 GPF model.	
Replacement Standard	
Single lever, metal faucets and shower diverters with 15-year, drip-free warranty and maximum 2.0 GPM flow. White ceramic low-flow toilets (1.28 Gal), double bowl stainless steel sinks, and fiberglass tubs with surrounds.	

Plumbing Minimum Equipment	
Repair Standard	Minimum Life 3 years
Existing equipment will be repaired to conform to the Housing Quality Standards.	
Replacement Standard	
Every dwelling unit will have a minimum of one single bowl sink with hot and cold running water in the kitchen and at least one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet.	

Water Heaters	
Repair Standard	Minimum Life 7 years
Each housing unit will have a working water heater less than 3 years old with a minimum capacity of 40 gallons if it is gas-fired or electric. Gas water heaters more than 3 years old may be repaired if it is clear that a repair will make it operable.	
Replacement Standard	
All units will have a minimum 40-gallon, gas-fired or electric water heater with a 5-year warranty installed to the IRC.	

Water Supply	
Repair Standard	Minimum Life 10 years
The main shut off valve must be operable and completely stop the flow of water to the house. All fixtures must be leak-free and deliver sufficient cold water and, where applicable, hot water.	
Replacement Standard	
The main shut off valve must be operable and completely stop the flow of water to the house, and should be replaced if it does not. Lead and galvanized pipe that is part of the water service or the distribution system will be replaced with copper. All fixtures will have brass shut off valves. A minimum of one freeze-protected exterior hose bib is required.	

11 - HVAC

Air Conditioning	
Repair Standard	Minimum Life - NA
Non-functioning, non-repairable air conditioners will be removed and drained of all CFCs. Existing central air conditioning will be inspected, serviced and refurbished to operate safely.	
Replacement Standard	Minimum Life 20 years
New HVAC systems will have air conditioning ($\geq$ 14 SEER)	

Chimney Repair	
Repair Standard	Minimum Life NA
Unused chimneys will be removed to below the roof line wherever roofing is replaced unless	

the house is in a Historic District or on the National Register. Unsound chimneys will be repaired or removed unless the house is in a Historic District or on the National Register. When chimneys must be used for combustion ventilation, they will be repaired.	
Replacement Standard	Minimum Life NA
The creation of new flues is not recommended in this program. The use of high efficiency closed combustion appliances is recommended to avoid the need for new flues. Replacement furnace flues, when required, will be metal double- or triple-walled as recommended by the furnace manufacturer.	

Distribution System	
Repair Standard	Minimum Life 5 years
Duct work will be well supported, insulated in unconditioned space and adequate to maintain 68°F measured 36" off the floor when the outside temperature is the average yearly minimum, in all habitable and essential rooms. All duct work will be insulated to R-7, sealed at all seams.	
Replacement Standard	Minimum Life 25 years
All duct work will be insulated to R-7, sealed at all seams.	

Heating System	
Repair Standard	Minimum Life 5 years
Workable existing heating systems will be inspected and serviced to operate in a safe manner.	
Replacement Standard	Minimum Life 25 years
Gas-fired heating plants will be rated at $\geq 92\%$ AFUE or better. Heat pumps will be rated at ≥ 14 SEER.	

12 – Appliances

Kitchen Appliances	
Repair Standard	Minimum Life 3 years
All units will have a working and cleanable range. If there is an existing dishwasher in working and cleanable condition, it may be retained with minor repairs.	
Replacement Standard	Minimum Life 15 years
All redesigned kitchens will have ENERGY STAR-labeled appliances.	

CONTRACTOR'S SPECIFICATIONS LISTING**CITY OF HATTIESBURG – URBAN DEVELOPMENT/COMMUNITY DEVELOPMENT DIVISION****Site Work (4)**

906	FLATWORK – SIDEWALK, REMOVE, HAUL AND REPLACE: Remove concrete slab and haul away from site. Compact are for placement of concrete. Form and pour reinforced concrete slab. Concrete shall be 4' thick, 2,500 PSI. Smooth surface, brush finish, edge trowel at form, expansion joints and control joints @ 10' center. Include 6'x6'x 10# wire mesh and dowels at existing flatwork.	SF
965	DRIVEWAY COMPLETE- CONCRETE: Excavate, level and compact to 85% subgrade. Form, pour and broom finish a 4-inch, 3000 psi, concrete driveway and apron. Provide #10 welded wire mesh, expansion joints at 10' intervals, and a broom finish surface that directs water away from the building. Remove all forms, re-grade and spot seed.	SF
9754.1	REGRADE AT FOUNDATION AND SEED: Mow yard 4' out from structure with a bagging mower as low as possible. Install 5" of top soil at foundation graded out 4' from foundation to 1 ". Tack, straw, fertilize and seed area. Install 3' high barricade of string on 1" x 1" stakes to establish lawn.	SF
9763.1	BARE SOIL-SOIL REPLACEMENT - SOD AREA: Dampen dry bare soil. Remove and dispose of the top 4" of soil in the areas indicated on the plan or noted otherwise. Disposal of removed soil must be in accordance with state and EPA guidelines. Spread 1" of peat and manure and till into 4" depth. Bring In clean topsoil and spread evenly to replace all removed soil. Fertilize and sod area. Install a 3' high barrier of marking tape or string on 1' x 1' stakes to establish lawn.	EA

Demolition & Disposal (5)

707	DEMO CABINETS: Remove kitchen or bathroom cabinets by withdrawing fasteners to minimize wall damage. Remove debris from site and haul to a legal landfill. Vacuum wall and floor surfaces.	LF
710	DEMO NON-BEARING PARTITION: Remove partition including plaster/drywall, lath, framing members, fixtures, wiring, and mechanical runs. Dispose of in code legal dump.	LF
735	DEMO, INTERIOR DRYWALL, PLUMBING, ELECTRIC, FLOOR FINISHES & HAULING: Remove all Interior plumbing and electrical fixtures, rough-ins, cabinets, and wall finishes to studs including all floor finishes. Remove all insulation. Debris to be removed from site. Building to be left broom clean.	SF
745	DEMO, CHIMNEY, INCLUDE NEW FRAMING: Demo chimney to below first floor line. Frame existing chimney opening with rafters to match existing and sheathing to match existing thickness. Install 30# felt paper over sheathing to prevent water intrusion. Frame opening at ceiling Joist with joist to match existing size using joist hangers where necessary. Frame existing chimney opening at floor joist with joist to match existing using Joist hangers where necessary. Patch flooring by tooting existing flooring and Install flooring to match existing with no joints within 6" of another. Haul all debris from job site.	EA

Demolition & Disposal (5) - continued

750	DEMO· OUT BUILDING OR SHED: Demolish and remove from the site, to an approved disposal area, all elements of the structure from roof to foundation to a level 4" below finished grade. The contractor shall protect and secure from damage all other structure, sidewalks, paved areas, shrubbery, lawn areas and other property of the homeowner. Damage to such property of the homeowner and neighboring properties shall be repaired or replaced to the satisfaction of owner without additional expense. Install 4" of topsoil, grade and seed to eliminate all evidence of the demolition work.	SF
786	DEMO/DISPOSAL OF ATTACHED STRUCTURE: Demolish and remove from the site, to an approved disposal area, all elements of the structure from roof to foundation to a level 4" below finished grade. The contractor shall protect and secure from damage all other structure, sidewalks, paved areas, shrubbery, lawn areas and other property of the homeowner. Damage to such property of the homeowner and neighboring properties shall be repaired or replaced to the satisfaction of owner without additional expense. Install 4" of topsoil, grade and seed to eliminate all evidence of the demolition work.	SF
793	DEMO· TRASH HAULING· DEBRIS REMOVAL: Haul all trash/debris from jobsite on a routine basis. No trash will be allowed to accumulate in building or around the exterior of the building and stand for long periods of time. Trash should be dumped at an approved dump site licensed for construction debris. Building should be kept broom clean at all times and free of work hazards. Dumpsters are permitted, but should be clear of all public access. Foundations, Concrete & Paving (6)	AL

Foundations, Concrete & Paving (6)

896	FOUNDATION, HOUSE, STRAIGHTEN WITH FOOTINGS, PIERS AND SILLS: Shore and straighten structure as close as possible. Replace defective piers, footers and sills. Piers to be 8" x 8" x 16" CMU with mortar joints set on 24" x 24" x 12" deep reinforced concrete footings matching existing height. Sills to be treated 6" x 6" with notched joints occurring at piers. Approx. LF of sill and approx. # of piers:	LF
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Masonry (7)

1106	MASONRY· PARGETTING AND BOND WALL: Prepare surface by: cleaning with brush, removing all loose and deteriorated mortar; resetting loose foundation components and filling voids with masonry cement. Trowel a continuous 3/8" coat of fiberglass reinforced surface bonding mortar per manufacturer's specifications.	SF
1115	MASONRY· PIER -REPAIR TO MATCH EXISTING: Repair pier with matching materials to match as close as possible. CMU, brick or other (as approved by owner) shall be laid on existing sound concrete or brick footings. Pier should fit firmly under existing sill/beam.	EA
1121	MASONRY· PIER· CMU BLOCK PIER· REPLACE: Shore and straighten structure as close as possible. Replace defective piers, footers. Piers to be 8" x 8" x 16" CMU with mortar joints set on 24" x 24" x 12" reinforced concrete footings.	EA

	Piers should be firmly under existing sill/beam using solid shims as necessary (wooden shims not allowed).	
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Masonry (7) - continued

1170	MASONRY· BLOCK WALL REPAIR· MATCH EXISTING: Remove damaged block and patch wall by toothing damaged block and mortar. Install new CMU to match existing with match mortar joints at all sides of new block. Fill new CMU cells with mortar if possible. Clean patched area and paint area to match adjacent areas. Clean and remove all debris from job site.	SF
1230	MASONRY· REPOINT: Tuck point masonry. AU masonry joints found to be loose, weak, cracked or structurally defective to cut out to a minimum of 5/8" or until sound surface is reached. Flush all joints clean with water or compressed air and repaint using a prepared cement base mortar, matching existing mortar as color and joint as close as possible. Clean all surfaces of masonry mortar stains when finished.	SF
1235	BRICK WALL REPAIR: Remove damaged brick and tooth replacement brick into wall. Match brick and tooling as closely as possible.	SF
1330	CHIMNEY--REPOINT: Repair chimney above roof area by cutting out mortar at least 1/2", removing all loose material. and repainting using portland cement mortar. Saturate joints with water before applying mortar. Match color as closely as possible. Replace all missing and defective materials with matching materials. Clean mortar and other debris from adjoining surfaces and gutter.	SF

Framing (8)

2210	FRAMING· BEAM--DOUBLE 2"x10": Shore location as necessary to remove any existing beam and framing. Install a double 2"x10" beam, level, crown up and all necessary framing to secure beam. Use S4S SYP lumber to create beam. Nail each end of beam with three 16D nails and stagger nails at 16" on center through remainder of beam. Beam to sit firmly against supporting members. Nail beam to all remaining and new framing.	LF
2232	FRAMING - BEAM, WOOD, LOAD-BEARING 6" X 6" TREATED SILL: Install new load-bearing 6" X 6" treated wooden beam. Beam to be sized and Installed according load and code requirements. Anchor beam to supporting Framing members bearing on sound pier/fooling foundation. Any Joints in sill must fall on new or existing piers to match existing. Re-nail all joists to new beam or use joist hangers when necessary.	LF
2457	FRAMING-REPAIR/REPLACE -DETERIORATED STUDS: Repair or replace deteriorated studs. Stud size to match existing studs. Sister (scab) new studs next to damaged studs by staggering nail pattern using 16d common nails every 16". New studs to sit firmly against top and bottom plates with nail at three sides. Replace any damaged or rotten top and bottom plates or door and window headers. All headers to meet code requirements.	LF
2463	FRAMING, WALL, BEARING - EXTERIOR 2x2 – 12 FT CEILINGS: Frame bearing wall with 2"x4" #2 SYP studs at 16" O.C. with double 2"x4" full width top plates and single 2"x4" bottom plate. Secure wall to walls, floor and ceiling using 3" nails or screws into framing, and tie downs for 130 mph wind zone. Where openings under 36" are to be included, install header constructed of 2-2"x8" with 1/2" ply woods sandwiched between. Use cripple jacks from bottom plate to header and from header to top plate. Where openings exceed 36",	LF

	use minimum of double 2"x10" stock with 1/2"x91/2" plywood sandwiched between for header. Use cripple jacks from bottom plate to header and from header to top plate.	
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Framing (8) - continued

2464	FRAMING-WALL, BEARING - EXTERIOR 2" 6": Frame bearing wall with 2" x 6" #2 SYP studs at 16" O.C. with double 2" x 6" full width top plates and single 2" x 6" bottom plate. Secure wall to walls, floor and ceiling using 3" nails or screws into framing, and tie downs for 130 mph wind zone. Where openings under 36" are to be included, install header constructed of 2 -2"x 8" with 2"x 6" on top and bottom of header nailed into each header piece. Use cripple jacks from header to bottom plate and header to top plate. Where openings exceed 36", use minimum of double 2"x10" stock with 2" x 10" lumber on top and bottom of header nailed into each header piece. Use cripple jacks above header to top plate and cripple jacks from bottom plate to under header.	LF
2466	FRAMING, WALL, 2" " 6": Frame new wall with 2" x 6" #2 (standard or better) studs at 16" O.C. with double 2" x 6" full width top and 2" x 6" bottom plate. Secure new wall to existing walls, floor, and ceiling using 3" nails or screws into existing framing or newly installed nailers. Where openings under 36" are to be included, install header constructed of (2) 2" x 6" with 1/2" x 5-1/2" plywood sandwiched between or 4x or per code. Use cripple jacks from header to bottom plate and from header to ceiling plate. Where openings exceed 36", use minimum of (2) 2" x 8" with 1/2" x 7-1/2" plywood sandwiched between or 4" x 6" stock for header. Include all necessary tie downs and strapping per code.	LF
4403	ROOF RAFTERS, BRACE (SCAB), FULL LENGTH, MATCH SIZE: Install rafters to brace roofing structure (scabs). Extend new rafter member the full length of defective/damaged rafter. New rafters to match existing size. Nail to existing rafter at each end using three 16d nails and every 32" O.C. staggering nails. All new members to run full length without joint where abutting headers, use joist hangers. Installation to be per code.	LF
4425	RAFTER-REPLACE RAFTER TO MATCH EXISTING: LF Dispose of roofing and defective rafter. Install a pine rafter, sized to match existing roof rafter, crown up, from ridge board to fascia. Re-nail sheathing to new rafter with nails long enough to penetrate rafter at least 2".	LF
4430	RAFTER TAIL -REPAIR: Remove damaged rafter tail and dispose. Install a new matching rafter tail into existing overhang area and fasten to roof sheathing and existing rafter. Cut damaged rafter into attic area if necessary. Repair any damage caused during installation. Prime and paint to match existing with high grade exterior latex paint.	EA
4439	ROOF - REFRAME WITH PITCH, INCLUDING SHINGLES: SF Remove all roofing and roof framing down to wall plates if necessary. Haul all debris from site. Install new pitched gable roof (match existing pitch). Rafters, joists, framing, and tie downs to be per code. Install 1/2" plywood CDX sheathing or 7/16" QSB. 151b saturated felt, style "A" roof edging at entire perimeter, all flashing to any vertical surfaces, galvanized flashing at valleys and 30-year self-sealing shingles. Overhang to be a minimum of 1'-0" or match existing, same style as house. Replace all removed attachments. Provide a minimum 1-year contractor warranty and furnish manufacturer warranty.	SF

Framing (8) - continued

4756	SOFFIT & FASCIA, WOODEN, REPAIR, REPLACE TO MATCH EXISTING: Replace all broken, deteriorated soffit & fascia with treated lumber to match existing. All soffit to be exterior grade (B,C or better) plywood to match existing thickness or 1x lumber to match existing. All new fascia to be S4S pine to match existing size and thickness. Include replacing any deteriorated framing (lookouts, wall band, rafter tails, etc.) using lumber to match existing. Bottom edge to be straight line matching existing. All nails to be galvanized.	LF
2875	WINDOWS- WOOD SASH • SINGLE GLAZED: Remove existing stops, windows and sash balances. Prepare frame and install new single glazed wood sash into existing frame. Install new sash weights and cords or new sash balances, all wooden trim, stops, guides and weather stripping, ready for paint. Locations:	EA
2880	WINDOWS- REPLACE, WOOD, DOUBLE HUNG, MATCH EXISTING: Remove stops, windows and sash balances. Prepare frame, provide and install new glazed wooden sash into existing frame, new spring sash weights or balances, all wood trim, stops, parting strips, guides and weather stripping, ready for paint. Paint inside and outside of the new sash with two coats of high grade exterior latex paint. Color to match as close as possible to existing.	EA
2915	WINDOWS- REWORK/REPAIR EXISTING- MODIFY FRAME: Remove existing wooden window frame and sash. Rework/repair existing frame to shorten frame height. Configure new frame height to allow approximately 2" from window frame apron and interior finish (counter top, cultured marble, ceramic tile, etc.) in kitchen or bath. Install reworked frame into existing opening. Install necessary framing below frame and tooth in exterior siding to match existing siding and adjacent finishes. Toothed joints in siding to be no less than 16" apart. Rework wooden sash and install into frame with all stops, pulleys, sash balances and parting strips. Install salvaged interior casing or new casing to match existing including apron and stool. Repair all interior damage during installation to match adjacent area.	EA
2930	WINDOWS-ALUM SGL HNG/DBL GLZ •LOWE- REPLACE: Replace windows with aluminum single hung double glazed, low-e, windows. In siding Installation, cut straight cuts around old window to remove. Install self-adhesive modified bitumen flashing around each opening extending from inside wall surface to a minimum of 2" under exterior finish. Siding cut for Installation must be toothed so joints are staggered. Stucco finishes should be blended to match existing. Caulk all junctions of window and siding. Repair all interior and exterior finishes affected by window change to match adjacent finishes, and paint all new material to match existing. Remove debris and glass from site immediately.	EA
2932	WINDOWS- LOWE • ALUMINUM REPLACEMENT, INTO EXISTING FRAMES: Remove existing window sash, hardware, parting strips and stops. Replace windows with new divided lite aluminum. Low - E, single hung double-glazed replacement windows into the existing wooden frames. Color tone to be determined by owner. Caulk all Junctions of window and Install any stops necessary for proper installation. Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new materials to match existing. Remove debris and glass from site immediately.	EA

Framing (8) - continued

2933	WINDOWS - LOWE • VINYL REPLACEMENT INTO EXISTING FRAMES: Remove existing window sash hardware, parting strips and stops. Replace windows with new divided lite vinyl, Low - E, single hung double-glazed replacement windows into the existing wooden frames. Color tone to be determined by owner. Caulk all junctions of window and install any stops necessary for proper installation, Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new materials to match existing. Remove debris and glass from site immediately.	EA
2968	WINDOWS- MATCHING, INSTALL IN EXTERIOR WALL: Install new window unit into exterior bearing wall. Window to match existing window units in type, size and color including aluminum, vinyl and wooden units. Cut opening and install header and all framing. All headers to be 2" x 10" with 1/2" x 9-1/2" sandwiched between members. Windows are to be properly flashed into existing exterior wall. All trim surfaces inside and outside to match existing. Repair all surfaces inside and out to match existing. All siding must be toothed in and no joint within 16" of another. Prime, caulk and paint to match existing.	EA
2980	WINDOW- VINYL SGL HNG DBL GLZ • LOWE: Replace windows with new vinyl, single hung, double glaze, low e, color tone windows of the same sizes of existing. In siding installation, cut around window to remove old window. Install 4 mil visqueen or impregnated felt wrap around each opening extending from inside wall surface to a minimum of 2" under existing finish. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes should be blended to match existing. Caulk all junctions of window and any new material added. Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes, and paint all new material to match existing. Remove debris and glass from site immediately.	EA
3186	DOOR - EXT. - PRE-HUNG STEEL- 6 PANEL W/LOCKS • NEW: Install a new 3'-0" x 6'-8" x 1-3/4" exterior, six panel steel clad door unit complete with integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, peep hole and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation.	EA
3188	DOOR • EXT. - PRE-HUNG STEEL W/ SUNBURST LITE WITH LOCKS: Install 3'-0" x 6'-8" x 1-3/4" exterior steel-clad door with star burst lite at top. Unit should be complete with integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation.	EA
3210	DOOR - STORM DOOR--ALUMINUM: Install a new aluminum combination storm and screen door with white baked enamel aluminum finish and closer. Door to be hung into existing door frame.	EA

Framing (8) - continued

3250	DOOR • INSTALL IN EXTERIOR WALL: Install exterior door unit in exterior bearing wall. Cut opening and install header and all framing. Headers in exterior walls to be double 2" x 10" SYP lumber with 1/2" x 9-1/4" plywood sandwiched between supported by 2x opening studs on each end of header. Install a new 3'-0" x 6'-8" x 1-3/4" exterior steel-clad door unit complete with Integral jamb, Interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation. Repair all surfaces in and out to match existing. Repair any damage caused during installation to match existing.	EA
9522.1	EXTERIOR DOOR-STABILIZE & ADJUST: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Plane exterior door edges and adjust hasp and strike plate to minimize door/jamb friction. Wet scrape door jams and trim. Clean and de-gloss with detergent solution. Rinse to neutral and allow to dry. HEPA vacuum any paint chips, dust and debris. Spot prime and top coat with premium acrylic latex.	EA
9532.1	EXTERIOR DOOR--REPLACE WITH METAL PREHUNG • LEAD PROTOCOL: After establishing any required floor containment with polyethylene sheeting, wet mist, remove wrap in polyethylene sheeting and dispose of door, frame and casing. Install a pre-hung, insulated, 4-panel, metal skinned door including magnetic weather stripping, interlocking threshold, wide angle peep site, dead bolt and entrance locksets. Re-trim opening with 1" x 6" casing and brick molding. Prime and prep all wood with premium acrylic latex.	EA

Siding & Stucco (11)

2566	SIDING -1/2" X 8" HARDI-PLANK WITH SHEATHING: SF Prepare surface by removing, existing siding if necessary, nails, repairing or removing sheathing. Install 1/2" x 8" factory primed smooth fiber cement siding on entire body of structure over newly installed 1/2" CDX sheathing as per code, including 2x preservative treated or solid Hardi corner boards and trim, with double dipped galvanized or stainless-steel fasteners. Install TYVEK or equal to sheathing before installing siding. Multiple small pieces not permitted. Caulk end joints. Hardi-plank butting wood should be gapped 1/8-inch and caulked, Hardi-plank butting cementitious trim should be gapped 1/8-Inch and caulked. Repair and prime all scraped and damaged areas using factory recommended primer. All Installation to follow manufacturer's specifications. Siding lap to match any existing siding or lap to be no more than 6'.	SF
1040	PORCH• PORCH STEP. PRECAST CONCRETE WITH LANDING & RAILING: Install a 4' wide, entrance stairway with a 4' deep platform on a reinforced 4" concrete slab/footing including railing. Rise and run and railing shall be installed to code.	EA
3460	PORCH • DECK JOIST - 2"X 8" PTP: Install 2"x 8" pressure treated pine joist, at existing height, crown up. Joist to sit on treated load bearing beam and nailed. Use joist hangers as necessary for support at existing structure or as necessary.	LF

Siding & Stucco (11) - continued

3465	PORCH • DECK - TONGUE AND GROOVE - REMOVE AND REPLACE: Shore porch roof framing to allow floor removal. Remove damaged/deteriorated porch deck flooring. Install 5/4" x 4" treated pine tongue and groove decking to existing joists with, concealed galvanized nails. Install metal wall flashing under siding to prevent water intrusion at wall intersections. Prime new decking on all sides prior to installation with high quality oil-based primer. Paint deck with two coats of high-grade porch and deck enamel. Touch up all affected surfaces to match existing. Owner to select color of deck paint.	SF
3466	PAINT- PREP & PAINT WOOD FLOOR: Scrape and rough sand with 80 grit paper and a sanding stick, entire floor/porch deck. Vacuum and tack rag surface. Prime floor and apply two coats owner's choice of premixed pigmented polyurethane floor finish, per manufacturer's recommendations.	SF
3466.1	PAINT- PREP & PAINT WOOD FLOOR. LEAD PROTOCOL: After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape all loose paint with curved and flat draw scrapers. Wash with detergent solution, rinse, allow to dry and HEPA vacuum and tack rag surface for paint chips, dust and debris. Spot prime and caulk with a 25-year siliconized acrylic caulk. Prime floor and apply two coats owner's choice of Elastomeric Latex pigmented floor and deck finish, per manufacturer's recommendations.	SF
3486	PORCH, POSTS, REPLACE WIWRAPPED POSTS: Shore up porch and replace deteriorated porch posts. Replace with new posts as follows: Posts are to be square and of a dimension to coincide with the soffit overhead. Use 4"x4" rough posts encased on four sides with clear treated pine or C and better pine. Top and bottom of all columns to have 1x treated base mitered at all corners. All joints and perimeter edges to be sanded smooth and all galvanized nail heads are to be set, filled, and sanded. Prime and paint new posts with two coats paint. Seal all knots with Kilz before painting.	EA
3505	PORCH CEILING- T&G: Dispose of damaged/deteriorated tongue and groove ceiling material. Secure any loose elements and provide backing for new installation of new sections. Install matching material as closes as possible to existing in width and thickness. Lock tongue of new boards securely into existing grooves. Face nailing permitted only where original ceiling is race nailed. Set and fill all visible nail heads. Finish new wood to match existing.	SF
3515	PORCH - RAIL REPAIR- WOOD: Replace missing or defective handrail to match existing. Use clear treated lumber, treated balusters to match existing, treated support posts and treated railing with same size stock. Nail all new railing with galvanized nails or deck screws for use in treated lumber.	LF
3525	PORCH – HANDRAIL/GUARD RAIL--WOOD, REPLACE: Remove existing rail and dispose off-site. Install new railings as follows: Top rail to be 2 x 4 with top beveled from center to edges for water shed. Bottom rail is to be 2 x 3 with the top edge chamfered. Spindles are to be 1 1/8" x 2" x 36", spaced so that a 4" diameter sphere will not pass through the opening, attached to a 1 x 2 wood strip for anchorage to the top and bottom rails. Guard railing height to be at least 36" above finished floor. All materials are to be pressure treated. All joints and perimeter edges to be sanded smooth and all galvanized nail heads to be set, filled and sanded. Seal all knots with before painting.	LF

Siding & Stucco (11) - continued

3531	PORCH • HANDRAIL/GUARDRAIL • WROUGHT IRON • EXTERIOR: Dispose of any existing rafting. Install a black, wrought iron handrails and guardrails of bar stock wrought steel with solid 1/2" x 1/2" balusters. Guard rail height to be a minimum of 36-inches above finish floor and handrails to be 34" to 38" above nose of stairs. Pickets will be spaced so that a 4-inch diameter sphere will not pass through the opening. Bolt securely in wall and door with lead shielded lag bolts and caulk all penetrations. Embed in concrete in ground when servicing steps. Touch up paint.	LF
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Insulation & Conservation (16)

4905	INSULATION, BATTS, R-13 • 2x4 WALLS & AIR SEAL: Install 3-1/2" fiberglass bait insulation to all exterior walls to roof line. All spaces within framing to be filled with insulation, e.g. corners, outlets, switches, partition leads, around windows etc. Seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal all top plate and bottom plate penetrations. Seal all penetrations created by plumbing, gas lines electrical boxes and outlets. Seal large accessible gaps around windows between house framing and window frame - use special care on large sliding-glass doors and vinyl-framed windows: do not use expansive foam on these areas. Take care to seal all joints without excess sealant.	SF
4926	INSULATION, WALLS, EXISTING, DRILL & PLUG METHOD Insulate all walls exposed to outside and walls adjacent to unheated spaces. The single or double opening method of installation may be used. The installation is to be made by drilling holes necessary to properly Insulate all areas. Plug holes in siding when installation is complete. All damaged materials repaired or plugged shall match existing as close as possible. Materials used shall have a Resistance Value of R-13 minimum, approved Owens-Coming or equal. Approximate square feet and location(s):	SF
4927	INSULATION· ATTIC-R30 CELLULOSE· BLOWN-IN & AIR SEAL: Prepare attic space by covering personal items and installing fire slop baffles at all lights, chimneys, and vent baffles at soffits. Blow a cellulose product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certification to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if> 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with Fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	SF

4928	INSULATION- ATTIC - R-30 FIBERGLASS BLOWN N & AIR SEAL: Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a fiberglass product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certificate to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the Indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	SF
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Insulation & Conservation (16) - continued

4935	ATTIC R-30 CELLULOSE: After Air Sealing (Spec# 16-4903) Install blow in borax treated (no ammonium sulfate permitted), cellulose Insulation per manufacturer's specifications to R30. Maintain ventilation routes from soffit and other vents with baffles. Replace all material removed or cut to gain access to match existing materials. NOTE: If access to attic is via a fixed staircase Insulate stairs to attic, landing & interior stairwell walls as part of this item dense-packing the cellulose into closed floor, stair and wall cavities to a minimum density of 3.5 lbs. per Cubic Foot. If access is via a hatch insulate the hatch with 3" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. If access is via a fold down stair insulate the stair with an airtight 2" thick reflective foil faced polyisocyanurate foam box with seams and seal the edges with a compatible foil tape.	SF
502	ROOF- REPLACE TORCH DOWN: Remove roof down to sheathing and replace all defective sheathing with equivalent material. Install a new "torch down" type roof with all necessary flashings. Application to be in accordance with manufacturer's specifications and to comply with applicable building codes. Replace all drip edge flashing, wall flashing and vent collars with accepted flashings made of galvanized steel or aluminum. Remove all debris from roof and yard. Provide a manufacturer warranty to homeowner.	SQ
4564	ROOF, PITCHED W/SHEATHING AND 30 YEAR SHINGLES: Remove all layers of shingles down to spaced 1x. Inspect rafters for deterioration and notify owner of condition. Install new 1/2" CDX plywood or 7/16" OSB sheathing on entire roof. Ridge, edges and valley lines to be straight with no sag. Apply drip edging at entire perimeter and install flashing at any vertical surfaces. Replace all items removed for installation and touchup all surfaces. All valleys to have galvanized flashing. Install one layer of 15lb saturated felt and Class "A" type fiberglass 30-year self-sealing shingles. Approximate square feet of area to be roofed:	SQ
4580	ROOF • REPLACE SHINGLES WITH 30 YEAR SHINGLES: Remove all roofing down to sheathing. Notify owner of any defective sheathing. Install new flashing at all valleys and vertical intersections with walls or masonry. Install 15 LB saturated felt and 30-year, self-sealing shingles with 6-nails per shingle and drip edge at entire perimeter. Replace all roof jacks at pipes extending through roof. Replace any attachments that were removed such as vents and flashing. Provide manufacturer's warranty and remove debris from site.	SQ

4581	ROOF, VENTS, WIND TURBINE: Install roof venting wind forced Turbine type (jacks) to provide attic ventilation per code requirements. Vent jacks to be placed in straight line parallel to ridge within top one third portion of roof/ridge area. All holes to be cut accurately and vents to be flashed and sealed properly according to manufacturer/trade procedures. Protect roof from all damage during installation.	EA
4591	ROOF, REPAIR SHINGLES, PITCHED: Repair roof. Remove all damaged/deteriorated shingles and replace with new to match existing as close as possible. Notify owner of any problems with base. Install new felt into damaged area lapping at all sides. Remove all debris from job site.	SF

Insulation & Conservation (16) - continued

4594	ROOF· REPLACE RIDGE TILE - MATCH EXISTING Remove all deteriorated/damaged ridge tile and dispose. Replace all missing or damaged roof ridge tile with tile to match existing. Fasten ridge tile with galvanized nails long enough to penetrate ridge board a minimum of 1-1/2" without damage or cracking replacement tiles.	EA
4602	GUTTERS, 4.5", PRE-FINISHED ALUMINUM WITH DOWNSPOUTS – NEW Remove gutters and downspouts from structure and the site. Install new 4.5", seamless, prefinished aluminum "K" minimum .027 Gage, or vinyl gutters and downspouts with all required ells, miters, hangers and other accessories to insure proper anchorage and proper drainage of all roof surfaces. Slope gutters to downspouts 1/16" per foot minimum with at least one downspout every 30' and provide basket strainers to top of all downspouts.	LF
4605	DOWNSPOUT- REPLACE TO MATCH EXISTING: Replace damaged downspout with new downspout of same type. Secure to structure every 6'-0" using galvanized straps and approved fasteners or screws of sufficient length to penetrate wood for 2/3 length of screw. Secure to outlet with metal screws. Apply treatment to galvanized metal to remove oxide so metal type primer will adhere. Prime and paint downspout to match existing if required.	LF
4606	GUTTERS & DOWNSPOUTS, SECURE TO STRUCTURE Secure loose gutters and downspouts to structure. All joints in gutters to be sealed using non-hardening sealer. Hang gutters tight against fascia area and fastened with galvanized gutter spikes at 30" O.C. Downspouts to be fastened to gutter outlets with corrosion resistant screws and fastened to structure at 6'-0" intervals with straps and screws. All gutters to slope to downspouts. Maximum gutter length per downspout no more than 30'-0". Any surface affected by installation to be repaired to match adjacent, including roof.	
5743.1	PAINT· EXTERIOR TRIM Prepare, prime and paint all exterior trim which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry, other than body of dwelling (Siding, Stucco). Secure any loose trim. Scrape and sand all surfaces to remove all loose/flaking paint and to feather out all old paint edges. Old paint will not be completely. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters, house numbers, etc., so items may be back-painted and structure prepped and painted behind same and reinstall. Remove all loose	SF

	deteriorated window putty and re-putty. Seat all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate exterior wood primer and apply high quality exterior finish coating of owner's choice of up to two standard colors.	
5744	PAINT--EXTERIOR SIDING AND TRIM Prepare, prime and paint all exterior trim and siding which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry. Secure any loose trim and replace any damaged siding boards to match existing. Scrape and sand all surfaces to remove all loose, flaking paint and to feather out all old paint edges. Old paint will not be completely. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters house numbers and etc., so items may be back-painted and structure prepped and painted behind same, reinstall. Remove all loose deteriorated window putty and re-putty. Seal all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate wood primer and apply quality finish coating of owner's choice of up to two standard colors.	SF
5744.1	PAINT-EXTERIOR SIDING AND TRIM. ELASTOMERIC PAINT. LEAD PROTOCOL Prepare, prime and paint all exterior trim and siding which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry. After establishing any required ground containment with polyethylene sheeting, moist defective paint area with water to the point of saturation. Aggressively wet scrape all loose paint, caulking and glazing with curved and flat draw scrapers. Feather edges with a wet 100-grit sponge sanding block. Wash with detergent solution, rinse, allow to dry and HEPA vacuum all paint chips, dust and debris. Prime, caulk with 25-year siliconized acrylic and top coat with premium elastomeric acrylic latex. Secure any loose trim and replace any damaged siding boards to match existing. Scrape and sand all surfaces to remove all loose/flaking paint' and to feather out all old paint edges. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters house numbers and etc., so items may be back-painted and structure prepped and painted behind same. reinstall. Remove all loose deteriorated window putty and re-putty. Seat all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate wood primer and apply quality finish coating of owner's choice of up to two standard colors.	SF
4926	INSULATION, WALLS, EXISTING, DRILL & PLUG METHOD Insulate all walls exposed to outside and walls adjacent to unheated spaces. The single or double opening method of installation may be used. The installation is to be made by drilling holes necessary to properly Insulate all areas. Plug holes in siding when installation is complete. All damaged materials repaired or plugged shall match existing as close as possible. Materials used shall have a Resistance Value of R-13 minimum, approved Owens-Coming or equal. Approximate square feet and location(s):	SF
4926	INSULATION- ATTIC-R30 CELLULOSE- BLOWN-IN & AIR SEAL Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a cellulose product that minimizes dust and inhalable	SF

	fibers to create a uniform R-30 coverage. Provide R-value certification to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with Fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	
4928	INSULATION- ATTIC - R-30 FIBERGLASS. BLOWN IN & AIR SEAL Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a fiberglass product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certificate to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	SF
4935	ATTIC R-30 CELLULOSE After Air Sealing (Spec# 16-4903) Install blow in borax treated (no ammonium sulfate permitted), cellulose Insulation per manufacturer's specifications to R30. Maintain ventilation routes from soffit and other vents with baffles. Replace all material removed or cut to gain access to match existing materials. NOTE: If access to attic is via a fixed staircase Insulate stairs to attic, landing & interior stairwell walls as part of this item dense-packing the cellulose into closed floor, stair and wall cavities to a minimum density of 3.5 Lbs. per Cubic Foot. If access is via a hatch insulate the hatch with 3" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. If access is via a fold down stair insulate the stair with an airtight 2" thick reflective foil faced polyisocyanurate foam box with seams and seal the edges with a compatible foil tape.	SF

Drywall & Plaster (17)

UoM

5210	DRYWALL, PATCH Remove damaged drywall to expose one half stud on each side of the damaged area. Scab any necessary blocking to existing studs. Fit drywall into area using glue, nails or screws to fasten to framing. Apply tape and 3 coats of compound floated at least 8" for a smooth appearance. Wet sponge or sand and apply texture to match existing wall area and paint. Approximate SF to be patched:	SF
5211	DRYWALL/PLASTER- CEILING - REPAIR & TEXTURE Remove loose ceiling plaster areas and repair with plaster or 1/2" drywall, taping all cracks with fiberglass tape, and apply smooth coat finish. Add medium texture finish to ceiling area or match existing texture. Prime and paint.	SF

5212	DRYWALL, LAMINATE WITH 3/8" Install 3/8" gypsum over existing plaster surface with screws sufficient to penetrate framing minimum 1" at 8" on center and bead of construction adhesive 20" on center. Butt drywall to door and window casing and Oat tape. Tape joints, spot nails and apply 3-coat finish. Corners to have metal corner bead. Location and sq. ft:	SF
3357	DOOR · CASED OPENING Trim interior opening using 1x pine for all jambs and standard stock casing or casing to match existing. Install level and plumb into opening. Set all nails below the surface of the molding, sand, putty and caulk ready for paint. Molding must be tight to wall upon completion.	EA
3386	DOOR, BIPASS, (MIRRORED) Provide and install new mirrored bypass doors. Include casing, jambs and trim for two sides and top. Include all necessary hardware, guides and pulls. Doors to be STANLEY -White Bottom Roll Interior Mirror Sliding Door@ Lowe's Item # 162782 for 4' doors and matching for 6' doors.	EA
3420	ATTIC ACCESS Cut and frame an attic access hatch of 3/8" plywood at least 48"x24". Trim with casing to match room, prime, topcoat, and weather strip with closed cell foam and insulate with 1" closed cell polystyrene.	EA
9495.1	INTERIOR DOOR AND FRAME· STABILIZE, PLANE & ADJUST After establishing any required floor containment with polyethylene sheeting, remove door hinge pins and carry to a fully contained lead work room. Place pins in plastic bag on jamb for safekeeping. Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Mist deteriorated paint with water to the point of saturation. Replace stop molding. Clean and de-gloss door with detergent wash, rinse, dry and HEPA vacuum any paint chips, dust and debris. Spot prime and top coat with premium acrylic latex. Re-Install door on hinges.	EA
9508.1	INTERIOR DOOR - REPLACE WITH 6 PANEL· LEAD PROTOCOL After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of door unit, stop molding and hardware. Wet scrape jamb and trim. Wash with detergent solution, rinse, allow to dry and HEPA vacuum any paint chips, dust and debris. Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bedroom lockset. Spot prime bare wood and top coat entire assembly with acrylic latex.	EA

Trim (19) UoM

2404	BASEBOARD - MOLDED • 5 1/4" x 9/16" W/SHOE Install pre-primed finger jointed or (MDF) pre-primed 9/16" x 5-1/4" molded base (molding # 5163). Provide pre-primed pine stone molding at all hard surface areas. Fasteners to be finish nails or tee headed brads. All fasteners to be counter sunk. Joints to be 45-degreemiters and corners to be cope sawn.	LF
2405	BASEBOARD· MOLDED· 3 1/2" x 9/16" W/SHOE Install pre-primed finger jointed or MDF 9/16" x 3-1/4" standard stock molded base. Provide shoe molding at all hard surface areas. Fasteners to be finish nails or tee headed brads. All fasteners to be counter sunk. Joints to be 45-degree miters and corners to be cope sawn.	LF

2409	BASEBOARD--1x WITI-1 BASE CAP Install a 2-piece baseboard system using 1x pine as baseboard with a traditional style base cap molding. Use finish nails of sufficient length to penetrate framing 1". Miter all lap joints, and break all joints over framing. Baseboard and cap to match existing as close as possible.	LF
2419	BASEBOARD- SHOE MOLDING/QUARTER ROUND Install pine shoe molding/quarter round to match existing nailed to create the tightest possible seal between the baseboard and floor using finish nails or tee headed braces.	LF
2435	BASEBOARD - MATCH EXISTING Install matching baseboard and shoe molding around perimeter of room. Provide base shoe at all hard surface areas. Moldings to be coped on inside corners and mitered on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Molding must be light to wall upon completion.	LF
2836	WINDOWS- TRIM- MATCH EXISTING: Install matching type molding around window including aprons and stools. Moldings must be mitered and glued on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Fill any existing gaps with wood filler. Molding must be tight to wall upon completion.	EA
2840	WINDOW TRIM · APRON & STOOL Use 3/4" stock lumber shaped for stools and casing for aprons. Scribe stool to allow tight fit to window sash. Stools to extend beyond opening 1" from the edge of the window casing. Aprons to be cut even with opening with a 90 degree return miter at each end.	EA
2355	FLOORING- FLOOR REPAIR - TONGUE AND GROOVE – FINISH Chisel out damaged flooring and stagger end joints at least 6". Blind nail where possible using tongue and groove wood flooring to match original as closely as possible. Sand and apply 3 coats of low VOC floor varnish to patched area.	SF

2396	FLOORING - LAMINATE: FLOORING, PRE-FINISHED, NEW Remove any flooring and dispose. Install new pre-finished laminate flooring like Pergo, Swiftlock or approved equal, not less than 6" wide and not less than 7mm or 3/8" thick. Use manufacturer recommended padding and underlayment. Clean surface before installing and install floor with tight joints. Layout so cut pieces at walls are the same at each end at main walls. Allow for expansion and contraction as recommended by manufacturer. Install quarter round molding to match flooring at room perimeter unless indicated otherwise. Allow \$1.25/SF for flooring only.	SF
2397	FLOORING- OAK, Z 1/4" INSTALL, SAND AND FINISH Install new oak floor. Properly secure existing floor. Oak to be T&G end-matched, select 25/32" x 21/4". Floor to be laid over red rosin paper or approved equal. Lay straight with tight joints, using all pieces with mismatched end for starters or end piece. Floor to extend within 1/4" of finished walls and under all attachments such as radiators. Sand and fill new flooring to a smooth finish. Vacuum and tack rag entire floor area. Apply a coat of Miniwax Water Based Polyurethane Base Coat followed by 3 coats of Miniwax Water-Based Polyurethane for Floors, or a floor finish that complies with regulation 8, rule 51. of the Bay Area Air Quality Management District and	SF

	may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.	
5404	FLOORING - CERAMIC TILE - (OVER TILE BACKER BOARD); Install new ceramic tile using standard available size (pattern and color selected by owner). Install per manufacturer's recommendations over 1/2" cement fabricated fiberglass backer board such as Hardie or approved equal. Cement boards are to be installed staggered and secured with minimum 1-1/2" screws recommended by manufacturer for wet installations every 8" on center. Fill edge joints with mortar and apply fiberglass mesh tape over seams and smooth out. Grout to be neat and uniform with grout color selected by owner. All cutting to be straight and true. Visible cracks or cut marks are not acceptable. Lay out tile to run parallel with adjacent walls. Outer edges should not have pieces smaller than 1/2 inch.	SF
5426	FLOORING- CERAMIC TILE - (OVER SLAB WITH THIN SET): Remove flooring down to slab and prep slab for proper adhesion. Install ceramic tile flooring using standard glazed floor tiles with standard available site (pattern and color selected by owner). Install per manufacturer's recommendations with thin set. Grout to be neat and uniform with owner-selected grout color. All culling to be straight and true, any visible cracks or cut marks are not acceptable. Lay out tile to run parallel with adjacent walls. Outer edges should not have pieces smaller than 1/2 inch.	SF
5925	FLOORING • VINYL SHEET FLOORING W UNDERLAY Nail all loose/squeaky areas of floor and shim/raise any uneven areas. Roughen old floor covering and install 3/8" underlayment grade plywood secured with construction adhesive at 16" O.C. and at all edges. Nail with ring shank or screw light nails @ 6" O.C. at edges and 6" in field over joists. Coat and sand all joints and nail dents. New floor to be installed under any water heater or appliance (cut-outs not acceptable) . Adhesive to be LOW VOC waterproof. Allow \$18.00 Per square yard for sheet goods (material only plus labor, underlayment. etc.).	SF
6626	PLUMBING- WATER LINES - "PEX" - INTERIOR, INCLUDE COPPER STAND PIPE: Replace all interior and exterior hot and cold-water lines with new PEX Type water lines above ground and PEX below ground from meter to a copper stand pipe with a main cut off valve and hose bib at the water entrance to the house. Joints in PEX piping above ground shall be formed with manufacturer's approved stainless-steel crimped clamps with no joints in piping below ground or encased in concrete. All piping shall run parallel to building construction and be neat and workmanlike. All pipes shall be concealed; piping in walls, below flooring and above the ceiling shall be properly supported. Hot and cold-water lines shall be at least 6" apart when parallel. No new pipes shall be exposed on the exterior of the building. Include water connections for ice maker and washing machine.	LF
6646	PLUMBING, SUPPLY SHUT OFF: Install supply shut off at wall between supply and fixture. Include new supply lines. Valve must comply with IRC.	EA
6698	PLUMBING -WATER LINES - COPPER: Install all hot and cold-water lines inside the structure with Type L or M copper above ground and Type K copper below ground. Joints in the copper piping above ground shall be formed with approved sweated solder fittings; there shall be no joints in the copper piping below ground or encased in concrete. All new piping shall run parallel to the building construction and be neat and workmanlike. Pipes shall be concealed in walls, below the floor or above the ceiling. All new piping shall be properly supported and be level without pockets. Hot and cold-water lines shall	SF

	be at least 6" apart when parallel. No new pipes shall be exposed on the exterior of the building. All work to be strictly per code.	
6738	PLUMBING, SEWER LINE, PVC, REPLACE: Remove sewer service line and haul away from site. Provide and install new PVC plastic sewer line from the city stub out to the main building connection. Include all excavation, backfill, and compaction. Include all fittings and connections. Work to be done in accordance to the IRC. Return all surfaces affected by this work to original condition.	LF
6751	WASTE - INTERNAL WASTE - REPAIR: Repair or replace internal waste piping (not to include buried branches or main sewer line). All new DWV piping is to be run at uniform grade of at least 1/4" per foot. Runs to be as short and straight as possible. Complete installation to be per IRC.	EA
6755	PLUMBING • WASTE & VENT LINE, REPLACE, TO UNDERGROUND CONNECTION Remove any existing waste lines and dispose from site. Replace all waste and vent pipe line(s) using schedule 40 PVC. All soil, waste, vent, and drainage piping to be run at uniform grade of at least 1/4" per foot. Run (s) to be as short and straight as possible. Laundry area should include washer drain and supply box. Run all new waste lines to sewer tie in at city connection including all underground connections. Complete installation to be per code.	LF
6756	DRAINS - ROTO CLEAN Clear all drain lines from all fixtures and cleanouts to city main using approved power auger equipment to clean roots and settled debris. Furnish receipt to owner for proof of cleaning record.	EA
6757	WASTE - REPLACE - INTERIOR INTO EXISTING SEWER: Replace all waste pipe line(s). All soil, waste, vent, and drainage piping to be run at uniform grade of at least 1/4" per foot. Run(s) to be as short and straight as possible. Laundry should include washer box. Run all new waste line to sewer line tie in. Not to include main line under structure or buried line. Complete installation to be per IRC.	LF
6763	GAS LINE - PRESSURE TEST: Cap all gas lines prior to filling the distribution system with 20 lbs. of compressed air. Maintain pressure for 24 hours. Locate and seal any leaks in the system. Provide proof of inspection by city inspector to owner as per city code.	EA
6764	PLUMBING, GAS OUTLET(S), CAP: Remove all old unused gas outlet lines and cap off at source per code. Repair remaining holes and affected surfaces to match existing surfaces as close as possible. Location:	EA

6890	PLUMBING- LAVATORY--WALL HUNG, NEW, COMPLETE Install a new American Standard enameled steel 18"x15" wall hung lavatory with metal bodied, water saving, 15-year drip-free, single lever faucet with pop-up, trap, chrome legs, supply and shut-off valves. Repair any affected surfaces.	EA
6892	PLUMBING- PEDISTAL LAV WITH FAUCET - NEW: Install a new American Standard or approved equal pedestal lavatory, including single	EA

	handle/lever faucet with maximum flow rate of 2.0 GPM and pop-up drain attachment. Replace all plumbing within three feet of lavatory installation, including 1/4-turn ball valve, angle stop, and trap. Lavatory to be set on finished flooring and fastened to the wall according to manufacturer's recommendations. Repair all damaged areas during installation to match existing.	
6900	VANITY - 24" COMPLETE: Remove lavatory and replace with new 24" factory made and finished oak frame vanity with panel type door complete with manmade marble integral top/lavatory including two-handled faucet by Moen, Chateau builder model with pop -up or Housing Rehabilitation approved equals. Install new, 1/4 turn hot and cold water shut-off valves at rear inside of cabinet. Scribe to fit wall. Caulk top neatly with paintable latex caulking.	EA
6902	VANITY· DOUBLE VANITY - 60" COMPLETE: Install factory-made double vanity, complete with cultured marble integral top/lav including splashes, 2 bowls, including (2) two-hand lead faucet by Moen, Chateau builder model with pop-up or Owner approved equals, PVC drain fillings, PEX or copper supply piping, and 1/4 turn shut-off valves. Vanities to be set plumb and level and fastened to wall studs with pre-drilled cabinet screws to avoid splitting. Face frames, drawer fronts and door frames to be solid oak. Exposed ends, top, sides and door panels to be oak veneer over plywood. Shelves to be adjustable and may be vinyl covered particle board or plywood. Vanities to be factory finished inside and out.	EA
6920	PLUMBING, FAUCET TUB/SHOWER DIVERTER VALVE: Remove tub/shower faucet valve without damage to surrounding areas. Provide and install a new tub/shower faucet, diverter valve, spout and shower head connected to new or existing hot and cold supply lines. All wall surfaces affected to be returned to a smooth, flush paint ready condition. Standard is chrome finished Della or approved equal. All work to be in full compliance with applicable building codes.	AL
6921	PLUMBING, TUB SPOUT & SHOWER OIVERTER, "CHICAGO- STYLE CLAWFOOT TUB: Remove tub spout from site. Provide and install new tub spout with shower diverter to replace existing, inclusive of new chromed steel shower riser with a "Chicago" style full surround shower curtain rod and water efficient shower head. Shower riser to be secured lo tub surround at not less than 12" from top of shower spout. All work to comply with the IRC.	EA
6925	SHOWER DIVERTER--DUAL CONTROL: Install a dual control, metal shower diverter and a Delta 6122 water saving shower head with a 1- year drip-free warranty.	EA
6936	SHOWER HEAD - 2 GPM: Install a chrome plated brass shower head with a maximum 2.0 gallons per minute flow rate. Include arm where required. Note: any low flow showerhead should be controlled by a valve that has been designed, tested, and verified to function safely at the reduced flow rate.	EA
6946	PLUMBING· TUB· STEEL W/CULTURE MARBLE SURROUND Provide and install a new 60" x 30" x 15 1/4" American Standard steel bathtub with a Delta metal. Single-lever shower diverter valve and shower head with a maximum 2.0 GPM flow rate or approved equal. Tub shall have a slip resistant surface, be connected to existing or new supply and drain lines, and include associated hardware and finishes. Damaged walls to be finished to match adjacent, ready for paint. Install a new standard cultured marble tub surround/alcove including soap dish (owner to choose from standard line of colors). Apply mildew resistant white silicone caulk at all seams.	EA

6947	PLUMBING- TUB SURROUND/ALCOVE - MAN MAO MARBLE Remove existing tub surround/alcove and haul from site. Install a standard cultured (man-made) marble tub surround/alcove with soap dish. Install new surround over water resistant green board sheetrock fastened to existing studs. Repair all damaged areas to match existing. Damaged walls to be finished to match adjacent, ready for paint. All work to be in full compliance with IRC.	EA
7012	TOILET--REPLACE--1.3 GPF-- ELONGATED BOWL, NEW. 2008 Install a new 1.3 GPF close coupled, white, vitreous china commode such as an American Standard FloWise Compact Cadet 3 EL 2403.128, or any commode tested through the latest "Maximum Performance" (MaP) testing sponsored by Canadian Water and Wastewater Association (CWWA), the California Urban Water Conservation Council (CUWCC), the U.S.- Canadian Alliance for Water Efficiency (AWE) and Veritec Consulting Inc. that has shown to score 800 or better on the Map Flush Performance test (grams of solid waste removed in a single flush). See the following link for the January 2008 report. http://fwww.cwwa.ca/pdffiles/Map%2011th%20Edition%20Full%20Report1.pdf Include a manufacturer's approved plastic or pressed wood white seat. all plumbing within 3' of fixture, supply pipe, shut off valve and wax seal.	EA
7015	TOILET ADA COMPLIANT: Replace toilet with new ADA compliant American Standard handicap Cadet Water Saver vitreous china close-coupled siphon jet action toilet with plastic white seat or approved equal. Include all plumbing within three feet of fixture, including 1/4-turn ball valve angle stop. If floor is not noted on specification to be replaced, repair affected surfaces to match existing as close as possible.	EA
7060	WATER HEATER -TPR VALVE Install temperature and pressure relief valve and discharge tube on water heater. Discharge tube to run within 6" of floor or to outside of structure.	EA
7070	WATER HEATER-40 GALLON GAS- NEW: Install a new 40-gallon, glass lined, high recovery, insulated to R-7, gas water heater with TPR valve, double wall type B vent with vent cap and flashing thimble, and gas piping from shut-off valve to fixture and 10-year warranty. TPR valve discharge shall be piped to exterior within 6"-24" above grade. If installed in the attic, provide drain pan with separate drain line from TPR valve to the exterior (TPR discharge line and drain pan discharge line must be run separately).	EA
7072	WATER HEATER-TANKLESS Replace existing water heater with a gas fired, closed combustion, tankless water heater with a minimum 7 gallon per minute flow rate. Include pressure & temperature relief valve, discharge tube to within 6" off floor, owner's manual & all venting piping. Provide separate electrical circuit & gas inlet and water inlet and outlet shut-off valves. If It Is located on an upper floor or If there is no floor drain, install a catch pan drained to the exterior. Recycle the existing water heater.	EA
7085	WATER HEATER • 40 GAL. ELECTRIC, NEW: Dispose of water heater in legal dump. Install a new 40 gallon, high or low profile, high recovery, glass lined, Insulated to R-7, double element, electric water heater with a 10- year warranty. Include TPR valve, discharge tube to within 6" of floor or to outside of structure, shutoff valve and electric supply. TPR valve discharge shall be piped to exterior within 6"-24" above grade. If	EA

	installed in the attic, provide drain pan with separate drain line from TPR valve to the exterior (TPR discharge line and drain pan discharge line must be run separately).	
7097	WATER HEATER· MOVE TO EXTERIOR• INCLUDE PLATFORM Move water heater to exterior on raised pressure treated wood platform to be set at least 3' above surrounding grade or higher for flood plain requirements. Provide factory made galvanized metal enclosure. Include venting, T&P valve and discharge piping. Conceal piping with all valves and insulating wrap per code. Strap water heater to framing. All water piping to be copper at exterior of the house. Prepare all holes and surfaces affected and seal exterior pipes as they pass the exterior wall and cap all unused lines at source (per code).	EA
7103	BATHTUB· POP-UP DRAIN· REPLACE: Replace drain with new pop-up drain and overflow, chrome plated, as manufactured by Universal Rundle, Elger, or equal.	EA
7120	WASHER· DRIPLESS CENTER· WASHER HOOK UP: Install PVC stand pipe, hot and cold hose bibs, and 20-amp GFCI outlet to service a washing machine.	EA
7554	ELECTRICAL OUTLETS, TEST AND SERVICE ALL: Service all outlets, fixture connections, and switches by installing new wire nuts, testing all devices/fixtures and inspecting condition of wiring.	SF
7555	ELECTRIC· COVER PLATE: Install receptacle, switch, or blank cover plate to cover existing electrical box. Color to match existing	EA
7560	ELECTRIC • OUTLET REPLACE: Remove electrical receptacle and dispose of off-site. Install new grounded receptacle. Installation to include all fasteners and new cover. Receptacle to be secure and cover to be even with adjacent surfaces and straight. All work to be done according to local electrical code. Color of receptacles and cover to match existing.	EA
7576	CIRCUIT· 20 AMP CIRCUIT· RECEPTICLE • NEW Install a new 20 amp, 120v electrical outlet on a new circuit, at least 15 inches above floor. Installation to include flush mounted outlet box, appropriately sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes. All areas affected by work shall be returned to smooth paint ready surface.	EA
7581	ELECTRIC · DISCONNECT. 220V NEW: Install a new 220v line and disconnect box, bearing UL label, for A/C condensing unit to be located at exterior of house. Installation to be per code. Repair all affected surfaces. Wiring to be concealed or run under house.	EA
7583	RECEPTICLE. GFCI. REPLACE· USE EXISTING WIRING: Replace outlet with GFI outlet per code. Non GFI outlets within 6 feet of water supply not permitted. Old outlet box within 6 feet of water supply, if not used for GFI, to be covered with blank wall plate to prevent use.	EA
7590	ELECTRIC • GFCI OUTLET· 20 AMP-NEW: Install a new 20 Amp., 120v electrical GFCI outlet at all countertops. To be located within 12"	EA

	above kitchen counter top, utility or bathroom sink. Installation to include flush mounted outlet box, appropriately sized branch wiring, grounding and cover. All areas affected by this work shall be returned to a smooth paint ready finish. All work to be in full compliance with electrical codes. Install receptacles at countertops no more than 42" above floor.	
7600	CIRCUIT- KITCHEN GFCI • 20 AMP CIRCUIT Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using copper NM cable, controlled by a 20-amp circuit breaker, no more than 42" above floor. Fish wire and repair all tear out.	EA
7601	RECEPTACLE • GFCI-REPLACE Remove electrical device and dispose. Provide and install a new 20 Amp., 120v GFCI receptacle at all countertops. Install into existing box connected to existing wiring, grounding and cover. New outlet and cover to match existing color. All work to be in full compliance with electrical codes.	EA
7610	CIRCUIT- WATER HEATER CIRCUIT: Install a new, 220v electrical outlet on a new circuit. Installation to include flush mounted outlet box, appropriately sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes. All areas affected by work shall be returned to smooth paint ready surface.	EA
7615	CIRCUIT- WASHER CIRCUIT 110/120 AMP: Install a flush or surface mounted single outlet for a washing machine on a separate 20- amp circuit. Include new wiring and any necessary conduit. Repair any damage during installation.	EA
7620	CIRCUIT • DRYER CIRCUIT- 30 AMP: Install a new 220-volt, 30-amp, surface mounted receptacle on an individual circuit. Installation to include flush mounted outlet box, appropriately sized branch wiring, any necessary conduit, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes, all areas affected by work shall be returned to smooth paint ready surface.	EA
7630	CIRCUIT- RANGE CIRCUIT- 40 AMP - NEW: Install a new 40-amp electrical outlet on a new circuit. Installation to include a flush mounted outlet box, appropriately sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with local building code. All areas affected by this work shall be returned to a smooth paint ready surface. All wiring to be concealed.	EA
8137	ELECTRIC. UPDATE EXISTING ELECTRIC -BATHROOM--2008 Update the electrical fixtures in the bathroom Including: One 20A GFCI receptacle located near sink with a 20 AMP circuit. An Energy Star approved, ceiling mounted Fan/Light fixture w/ an exterior ducted vent fan capable of min. 80 CFM operating at 1/2 hp or less and vented w/ damper to exterior such as NuTone QTREN080FLT. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part# 5100.505 (in Ivory) (set for a 20-minute delay). http://www.energyfederation.org/consumer/default.asp?cPath/39_766_134 or equipped with a humidistat sensor. Install metal duct and vent to the exterior Ideally through a wall or gable end. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 6 minimum duct insulation. Repair any damage to the ceiling from Installation and air seal fan/light assembly to the ceiling with low VOC caulk. One wall mounted vanity light fixture such as the Good Earth Lighting 2-Light Brushed Nickel	RM

	Contemporary Item #: 121104 Model: G1132-BN-1 Fixture above the sink.	
8710	SMOKE DETECTOR WITH BATTERY BACKUP • NEW: Install new 110-volt smoke detector with battery back-up per code. Include all wiring and install properly to avoid overload of any existing circuit. Detector to be UL listed and shall be of such quality to operate properly without false alarms under ordinary living conditions with exception of excessive smoke caused by cooking. Repair and touch up all affected surfaces.	EA

HVAC (24)

UoM

6004	HVAC, HEATING, GAS - FORCED AIR & AIR CONDITIONING: Install gas. 90% AFUE forced air furnace and a 13 SEER air conditioning system sized per Manual J. Contractor to furnish duct layout, per Manual D, with calculations from licensed heating company prior to starting any work. Installation to be complete including registers, returns, setback wall thermostat in central area, insulated ducts, electrical, plumbing, exterior vented double-wall type B vent with vent cap and flashing, filter, permits and removal of debris. Repair all surfaces to match existing as close as possible. Contractor to provide access to furnace per code. All work and venting to be complete with furnace operating. All manufacturer instruction books and warranties to be provided to owner. Provide platform for ale condenser so condenser is at least 3' above finished grade or higher to meet BFE requirements.	SF
6008	HEATING, OXYGEN DEPLETION UNITS: Remove space heaters and dispose off-site. Install new oxygen depletion type units in existing locations. Supply new shutoff valves and all necessary piping for complete installation to meet all code requirements.	EA
6015	HVAC ·SERVICE: Clean, inspect, oil and adjust heating equipment and controls and replace filter. Report any recommended part replacement to owner.	EA
6160	A/C- CONOENSOR ·REPLACE Install a new condensing unit compatible with the Indoor unit according to the manufacturer's recommendations. Support unit on a concrete pad or raised platform a minimum 3' above the current base flood elevation (BFE). Platform to be all treated lumber with 4" x 4" posts set in concrete no less than 18" into ground area. Joists and deck to be 2" x 6" treated lumber fastened with galvanized nails or screws. Joists to be 16" O.C. Unit to have a minimum of 3' clearance around coil. Reinsulate all refrigerant lines. Test unit for proper operation and provide owner with manufacturer's written warranty.	EA
6330	HVAC - REGISTER· REPLACE; Replace missing or damaged register with an adjustable metal register to match existing.	EA
6331	HVAC • AIR RETURN GRILLE· REPLACE: Remove damaged return air grille. Replace air return grille using a while or mill finished aluminum frame to match existing size including a new filter. Repair any damage during installation to match adjacent area.	
6377	HVAC - THERMOSTAT· REPLACE: Remove existing thermostat and dispose properly. Install a new thermostat compatible to	AL

	existing heating/cooling system. Mount thermostat at existing location and secure to wall using approved fastener. Calibrate and ensure proper operation of unit.	
5520.1	PAINT- PREP & PAINT CABINETS (LOW VOC): http://www.greensea.org/certification/standards/paints.cfm. Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	LF
5530.1	PAINT- PREP/PAINT WINDOWS & TRIM-INT (LOW VOC): Scrape loose, peeling, cracked and blistered paint from interior side of window sash, casing, stops, stool and apron. Feather edges and dull gloss with sandpaper. Tack rag surfaces. Fill holes and cracks. Prime all surfaces with low VOC acrylic latex primer. Apply owner's choice of premixed top coat of low VOC acrylic latex enamel. Razor blade all new and old paint from interior side of glass. All paints and primers must meet the Green Seal G-11 Environmental Standard http://www.greenseal.org/certification/standards/paints.cfm. Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	EA
5535.1	PAINT - PREP & PAINT INTERIOR DOOR (LOW VOC) http://www.greenseal.org/certification/standards/paint.scfm Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	EA
9160.1	STABILIZATION-LIMITED SURFACE: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100 grit, sponge sanding block. Detergent wash, rinse and allow to dry. HEPA vacuum all visible paint chips, dust and debris. Spot prime and apply a premium acrylic latex top coat per manufacturer's instructions.	SF
9161.1	STABILIZE WALL AND TRIM: After establishing any required floor containment with polyethylene sheeting, mist defective paint area with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9163.1	STABILIZE CEILING: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry and HEPA vacuum all visible chips. Spot prime caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9178.1	ELASTOMERIC ENCAPSULANT: After establishing any required floor containment with polyethylene sheeting, prepare surface by degreasing and de-glossing. Apply any recommended primer and roll out a water-based, liquid, polymer, elastomeric encapsulant to create a continuous seal over the surface in accordance with manufacturer's specifications. Use the required number of coats and coverage rate of elastomeric to guarantee a minimum 20-year manufacturer's warranty.	SF

Cabinets & Countertops (26)		UoM
3704	CABINETS, DRAWER UNIT, MATCH EXISTING: Install a new drawer base cabinet. Cabinet to be builder grade, factory made and finished to match existing. Unit to be screwed tight to floor and adjoining surfaces. Drawers to open and close smoothly with spacing equal and straight on all sides. Location and number of units:	LF
3127	HARDWARE, BATH ACCESSORIES, SHOWER ROD & GRAB BARS: Remove bathroom accessories and dispose of off-site. Prepare to receive new materials. Provide and install new wall mount soap dish, 24" towel bar, a toilet tissue holder and a 1" diameter shower stainless steel curtain rod (plastic is not acceptable). Install grab bars in bath in tub area and toilet area. Install as per manufacturers recommendations.	EA
3825	MEDICINE CABINET - SURF MOUNT-"TRI-VIEW": Install a 30", surface mounted "Tri-View" medicine cabinet with plate glass mirror, plumb and level, securely screwed to wall studs.	EA
3832	BATH, MIRROR, NEW: Install a new plate glass mirror with sanded edges on wall sized at the width of the vanity top by 36" high. Use standard mirror mastic to fasten mirror to wall. Rosettes are not acceptable. Use mirror clips as necessary. Mirror to be set properly so image is not distorted.	SF
3846	BATHROOM ACCESSORIES COMPLETE W TRI VIEW MEO. CABINET: Install hardware In bathroom including chrome toilet paper holder, 24" and 18" chrome towel bars, shower curtain rod and surface mounted 'Tri- View" medicine cabinet. Mount to walls using approved fasteners into studs/wood or toggle bolts or nylon type screw fasteners where there is no wood backing.	EA
3935	HARDWARE, TUB/SHOWER GRAB BAR, 24 • OR 36": Install new 1-1/4" diameter stainless steel grab bar(s) Including anchor plates. Install 2"x backing at screw locations or locate studs and anchor bars to wall with stainless steel screws for proper installation and to manufacturers specifications. Approximate size and locations:	EA

Appliances (28)		UoM
7840	RANGE HOOD- RECIRCULATING: Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter.	EA
8491	DISHWASHER--2 CYCLE••Energy Star Provide and install a 24" white, 2 cycle, built- in Energy Star® labeled dishwasher including all alterations and connections to plumbing and electric system. Whirlpool#: 267844 Model: DU811SWPU - or - GE Model GSD1300NWW, or Housing Rehabilitation Specialist approved equal.	EA

Handrails & Stairs (32)**UoM**

2505	HANDRAIL/GUARDRAIL· WOOD REPAIR: Tighten loose balusters and replace damaged or deteriorated balusters to match existing. Screw or nail top and bottom rails and posts to prevent movement. Match new stair/handrail parts with replacements as closely as possible.	LF
2510	STAIRS· TREAD REPLACEMENT--INTERIOR: Remove damaged tread. Install nailers on each stringer before installing new tread if necessary using screws and glue as to not damage stringer. Tread to match existing stepping stock in thickness and length. Install tread using construction type adhesive and trim screws. Repair any damage during removal and installation. Paint or stain new tread to match existing step.	EA
2515	HANDRAIL GUARDRAIL BRACKET Install brass handrail bracket screwed directly to stud and handrail using brass screws that penetrate stud no less than 2". Touch up all affected areas.	EA
9160	STABILIZATION-LIMITED SURFACE: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100 grit, sponge sanding block. Detergent wash, rinse and allow to dry. HEPA vacuum all visible paint chips, dust and debris. Spot prime and apply a premium acrylic latex top coat per manufacturer's instructions.	SF
9161	STABILIZE WALL AND TRIM: After establishing any required floor containment with polyethylene sheeting, mist defective paint area with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9163	STABILIZE CEILING; After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9178	ELASTOMERIC ENCAPSULANT: After establishing any required floor containment with polyethylene sheeting, prepare surface by degreasing and de-glossing. Apply any recommended primer and roll out a water -based, liquid, polymer, elastomeric encapsulant to create a continuous seal over the surface in accordance with manufacturer's specifications. Use the required number of coats and coverage rate of elastomeric to guarantee a minimum 20-year manufacturer's warranty.	SF
9199	LAMINATE WITH 1/2" GYPSUM: After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of lead-painted ranch or ogee base molding. Mark "Lead Paint" at 4' intervals. Hang, tape and three coat finish 1/2" gypsum over surface using screws 8" on center and adhesive beads 16" on center. Run gypsum horizontally. Caulk all penetrations and butt seams at casing and base molding with siliconized acrylic. Install 3/8" ogee at baseboard. Prime with gypsum primer and apply a premium acrylic latex top coat.	SF

	H.EPA vacuum any visible paint chips, dust and debris.	
9649	EXTERIOR--STABILIZE TRIM After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape all defective paint areas and feather edges with a wet, 100-grit sponge sanding block. Wash with detergent solution and de-gloss remainder with mesh pad. HEPA vacuum all paint chips, dust and debris. Spot prime bare substrate caulk with siliconized latex compound and apply single top coat of premium acrylic latex to entire surface.	LF
8721	CARBON MONOXIDE DETECTOR--UL LABEL Install at each sleeping area, minimum of one per floor a UL approved, hard wired or plug-in carbon monoxide detector with audible alarm. battery back-up and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing.	EA
8722	CARBON MONOXIDE DETECTOR--DIGITAL DISPLAY Install at each sleeping area, minimum of one per floor, a hard wired or plug-in carbon monoxide detector with audible alarm, battery backup and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing such as the Kidde Nighthawk Model # KN-COEG-3 or Housing Rehabilitation Specialist approved equal.	EA

General Requirements

24	MANUFACTURER'S SPECS PREVAIL All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.
32	SUBSTITUTION APPROVAL PROCESS Any requests by the contractor for approval to substitute products specified in the scope of work with another product that performs equally and meets the requirements of the specifications must accompany the contractor's bid submission. The request must include the following Information for the product proposed: the manufacturer's specifications; full installation instructions and warranties. The Owner will notify the contractor of decision to approve or deny the substitution at contract award.
33	CONSTRUCTION DEFINITIONS-INSTALLATION REQUIREMENTS/WARRANTY "Install " means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material in a code legal manner and ideally to recycle whatever portion is possible, purchase new material, deliver, install, test and warranty. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component. All new materials will be installed to the manufacturer's most recent specifications. All components will be installed to meet the current Code Requirements of the City of Hattiesburg MS and all applicable building permits will be obtained by the contractor. All materials specified to be installed or replaced are to be new, of first quality and without defects, unless stated otherwise or pre-approved by Owner and Construction Specialist. The contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
35	VERIFY QUANTITIES/MEASUREMENTS All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) are estimates of the finished product for the contractor's convenience and

	must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities slated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional Funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.
36	ALL BUILDING DEPARTMENT PERMITS REQUIRED The contractor is responsible for submitting the specifications to the building department, applying for, paying for and receiving all Building Department permits required by the City of Hattiesburg MS for the scope of work described herein, prior to starting any work.
55	WORK TIMES Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the Housing Rehabilitation Specialist.
115	CLEANING AND DEBRIS REMOVAL The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least daily, and leave the property in broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, all occupied spaces shall be vacuumed at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. Prohibition of access to any work area must be approved by the project manager and the occupants must be notified. EPA and HUD requirements regarding Lead Safe Work Practices shall be met, including clearance requirements for occupancy.
9003	LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Lead Construction Standard; 29 CFR 1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.

CHANGE HISTORY LOG	
April 2022	Removed “Basic Rehabilitation”; increased maximum budget from \$60,000 to \$75,000 for Substantial Rehabilitation; removed outdated exhibits; revised Contractor’s Specifications; add Reconstruction as an activity; added Change History Log
July 2022	Added “Reconstruction” section as a limited eligible activity



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, August 2, 2022
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
File Number: 2022-534
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of this item

Please place this on the August 2, 2022 City Council meeting for consideration.

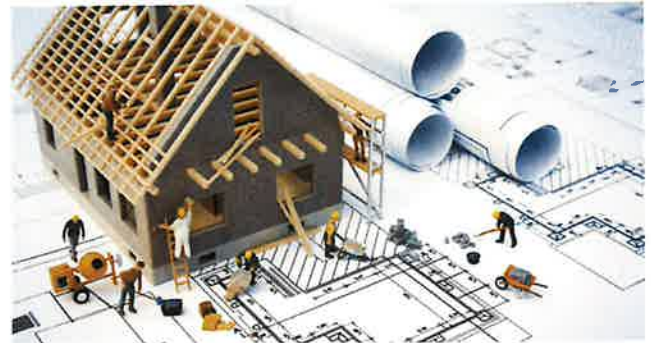
Middleton Construction LLC

Timothy Middleton
21 Hidden Hollow Dr.
Laurel, MS 39443

Invoice

Due Date	Date	Invoice #
6/30/2022	6/3/2022	520

Bill To
City of Hattiesburg Attn: Petra Wingo PO Box 1898 Hattiesburg, MS 39403-1898



Project
Rita Sykes, 112 Lesley Lane

Description	Amount
Labor and materials for countertop removal, fabrication, and install and re-plumb sink for Ms Rita Sykes on Lesley Lane	2,748.49
Labor and materials for roofing repairs. Repair damaged area on back of home above kitchen area. Remove and replace several torn shingles. Haul off and dispose of roofing debris.	500.00

PAID 6/7/22 @

	Payments/Credits	\$0.00
	Invoice Balance	\$3,248.49
	Total Due	\$3,248.49

We appreciate your business and your prompt payment.



INVOICE

March 31, 2022
City of Hattiesburg
200 Forrest Streete
Hattiesburg, MS, 39401
ATTN: Petra Wingo

RE:
Katie Dabbs Community Center Renovations
Hattiesburg, MS

RECEIVED
7/19/22

CN 21-3823-004

For Professional Services Rendered

Fee Structure Basis for Design Services:

Percentage of Construction Cost

For Professional Services Rendered from	February 26, 2022	through	March 25, 2022
Est. Construction Cost:* \$ 400,000.00	Percentage Fee	8.00%	

Percentage Design Services					
Phase of Work	% of Fee		Phase Fee*	% Complete	Current Status*
Schematic Design	15%	=	\$ 4,800.00	100%	= \$ 4,800.00
Design Development	20%	=	\$ 6,400.00	100%	= \$ 6,400.00
Construction Documents	40%	=	\$ 12,800.00	95%	= \$ 12,160.00
Bidding and Negotiation	5%	=	\$ 1,600.00	0%	= \$ -
Construction**	20%	=	\$ 6,400.00	0%	= \$ -
Totals*	100%	=	\$ 32,000.00	Total Earned	= \$ 23,360.00
				Less Previous Invoiced	= \$ 20,800.00
				Total Percentage Invoice	= \$ 2,560.00

*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 Reimbursables		\$ -

Total Amount Due this Invoice \$ 2,560.00

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: August 2, 2022

The following request for payment is being submitted for approval during the City Council's August 2, 2022 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Middleton Construction, LLC
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 112 Leslie Lane
Amount Requested: \$3,248.49
Purpose of Request: Reimbursement

Recipient: Landry, Lewis, Germany
Activity: Public Facilities
Program: CDBG
Project Site: Katie-Dabbs Community Center
Amount Requested: \$2,560.00
Purpose of Request: Schematic design, design development, construction documents

Recipient: Bradley Construction Co., LLC
Activity: Substantial Rehab
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$3,300.00
Purpose of Request: Reimbursement

Recipient:	Bradley Construction Co., LLC
Activity:	Substantial Rehab
Program:	CDBG
Project Site:	303 J.C. Killingsworth Drive
Amount Requested:	\$3,600.00
Purpose of Request:	Reimbursement

To: Urban Development Community Development Division

INVOICE

7/22/22 

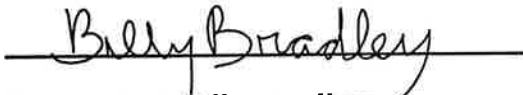
Bradley Construction Co. LLC
4117 HWY 26 West
Lucedale, MS 39452
601-947-0604

07/22/2022

303 JC Killingsworth

1. Installed peephole in Exterior doors \$100
2. Corrected front and back threshold \$150
3. Installed door for HVAC \$150
4. Completed wiring and install outlets for structure To Code \$500
5. Landscaped to property for proper drainage and added topsoil and seed \$1,500
6. Installed line for refrigerator \$150
7. Installed window screens \$250
8. installed sidewalk to house \$350
9. Installed medicine cabinet with mirror \$100
10. Completed utility closet including Relocating light \$350

TOTAL Payment due \$3600.00


Contractor: Billy Bradley

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



To: Urban Development Community Development Division

CHANGE ORDER

REC-2022-07-22/22 PW

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

07/22/2022

515 Columbia St

1. Removed and replaced existing vanity and medicine cabinet with mirror. \$300.00
2. Moved water heater and plumbing to code \$500.00
3. Installed door for built in ironing board \$150.00
4. installed ductless range hood \$450.00
5. Installed water line for refrigerator \$300.00
6. Removed and replace wooden thresholds \$400.00
7. Installed three storm doors \$1200.00

Total Payment due \$3300.00

Billy Bradley
Contractor: Billy Bradley

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

KSL



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Jennifer Shows, Grants Coordinator

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 2, 2022

Re: Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}
File Number: 2022-535
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}

Recommendation Statement

I recommend approval of this item

Please place this on the August 2, 2022 City Council meeting for consideration.

Hattiesburg Clinic
415 South 28th Avenue
Hattiesburg, MS 39401

PAID
7/7/22

Reimbursement Request
Community Based Covid 19 Testing Outreach Project
March 2021

	Hours	Payroll	Benefits	Total
Personnel costs-				
Site coordinator	10.17	495.13	123.78	618.92
Lab technician	72.22	1,169.93	292.48	1,462.41
Reception/Check-in	134.13	1,703.65	425.91	2,129.56
Medical assistant			-	-
Registered nurse	0.18	3.43	0.86	4.29
Courier			-	-
Nurse Practitioner			-	-
Physician	0.13	19.20	0.28	19.48
	216.83	3,391.34	843.31	4,234.66

Supplies		5,353.19
Contracted Housekeeping		1,520.00
	<u># of studies</u>	
Reference laboratory testing	115	8,050.00
Grand total		<u>\$ 19,157.85</u>
Insurance Collections		\$ (8,076.99)
Total Reimbursement Request		<u>\$ 11,080.86</u>

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Jennifer Shows, Interim Director
Department of Urban Development

DATE: August 2, 2022

SUBJECT: Authorize issuance of manual checks for CDBG-CV Program claims

The following request for payment is being submitted for approval during the City Council's August 2, 2022, meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Hattiesburg Clinic
Activity:	COVID-19 Free Testing
Program:	CDBG-CV
Project Site:	303 E. 5 th Street (C. E. Roy Community Center)
Amount Requested:	\$11,080.86
Purpose of Request:	Reimbursement (March 2021)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, August 2, 2022
Re: Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
File Number: 2022-515
Minute Book #

Summary

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

Recommendation Statement

I am recommending approve of the sale of grave spaces.

Please place this on the August 2, 2022 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: July 15, 2022

Johnathan Bernard Robinson, II

(4) Spaces \$ 700.00

East Half (E ½)

Lot 91, Section 39, Highland Cemetery

Frederic Dion Nix

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 91, Section 39, Highland Cemetery

Earl Lee Moore

(1) Space \$ 150.00

East Half (E ½) of the Southeast Quarter (Se ¼)

Lot 82, Section 1, South Hill Cemetery

Ruby Keys Altameemy

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 124, Section 38, Highland Cemetery

Charles Sanders

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 76, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: July 21, 2022

Jacquelyn Quince

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 81, Section 38, Highland Cemetery

Mary E. Brown

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 74, Section 34, Highland Cemetery

Patricia Posey

(1) Space \$ 175.00

East Half (E ½) of the Southeast Quarter (SE ¼)

Lot 182, Section 22, Highland Cemetery

Carrie Carson

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 28, Section 36, Highland Cemetery

Betty Barnes

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 25, Section 34, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-13- 2022

SOLD TO:

Mr. Mrs. Miss Earl Lee Moore

ADDRESS 251 North Washington Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E SE 1/4 Lot No. 82 Section No. 1 in South H. 11 Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/12/ 2022

SOLD TO:

Mr. Mrs. Miss Ruby Keys Altameemy

ADDRESS 2876 Oak Grove Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N SW 1/4 Lot No. 124 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-14- 2022

SOLD TO:

Mr. Mrs. Miss Charles Sanders

ADDRESS 341 William Carey Pkwy Apt 901 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N NW 1/4 Lot No. 76 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Ac # 1151

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/15/ 20 22

SOLD TO:

Mr. Mrs. Miss Johnathan Bernard Robinson, II

ADDRESS 32 South Fork DR. Petal, ms. 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 — 1/4 Lot No. 91 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.⁰⁰

Price Received \$ 700.⁰⁰

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

07/15/ 20 22
Hattiesburg, Miss., 07/15/ 20 22

SOLD TO:

Mr. Mrs. Miss Frederic Dion Nix

ADDRESS 414 M L K AVE, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 91 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/18/ 2022

SOLD TO:

Mr. Mrs. Miss Jacquelyn Quince

ADDRESS 927 Luther Ave, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 81 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 Debrah Borne
Supt. of City Cemeteries

Debit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/18/ 2022

SOLD TO:

Mr. Mrs. Miss Mary E. Brown

ADDRESS 201 Kelly Rose Lane, Petal, MS. 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 74 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Borne
Supt. of City Cemeteries

Debit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/18/ 2022

SOLD TO:

Mr. Mrs. Miss Patricia Posey

ADDRESS 319 Emmerson DR, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 182 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 1

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Borne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/19/ 20 22

SOLD TO:

Mr. Mrs. Miss

Carrie Carson

ADDRESS

133 E. 7th St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 28 Section No. 36 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.⁰⁰

Price Received \$

175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/20/ 20 22

SOLD TO:

Mr. Mrs. Miss

Betty Barnes

ADDRESS

222 JD Randolph St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 25 Section No. 34 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.⁰⁰

Price Received \$

175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

Terrykah Allen
Supt. of City Cemeteries

Cash

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 Charles Sanders, 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 76 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of August, 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 2nd day of August, 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 Ruby Keys Altameemy, 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 124 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 2nd day of August, 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 2nd day of August, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Earl Lee Moore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot Number: 82 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of August, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of August, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Johnathan Bernard Robinson, II, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 91 East Half (E½)
Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of August, 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 2nd day of August 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 Frederic Dion Nix, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 91 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of August, 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 2nd day of August, 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 Jacquelyn Quince, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 81 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 2nd day of August, 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 2nd day of August, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary E. Brown, 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 74 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of August, 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 2nd day of August, 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 Patricia Posey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot 182 Section 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of August, 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 2nd day of August, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carrie Carson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 28 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 2nd day of August, 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 2nd day of August, 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 Bettye Barnes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 25 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of August, 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 2nd day of August, 2022.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 2, 2022

Re: Approve claims docket for the period ending July 31, 2022.
File Number: 2022-516
Minute Book #

Summary

Recommendation Statement

Please place this on the August 2, 2022 City Council meeting for consideration.

07/27/2022 15:31
6050jthorne

City of Hattiesburg, MS
|A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 41
|apcsbdsb

FUND		DUE TO	DUE FR
001	General Fund		656,498.54
002	PARKS & RECREATION FUND		61,451.58
005	HATT.MUNICIPAL FIRE PROTECTION		2,585.00
009	WATER & SEWER OPERATION/MAINT.		445,530.02
011	WATER & SEWER FUND		671.35
019	POLICE FORFEITURES FUND		4,257.88
072	MUNICIPAL ROAD & BRIDGE		305,623.25
073	MASS TRANSIT FUND		121,963.28
075	WATER&SEWER CONSTRUCTION FUND		215,471.11
077	COMMUNITY CENTERS' FUND		12,660.74
082	COMMUNITY DEVELOP. BLOCK GRANT		400.00
086	SPEC SALES TAX-P&R/UNIV IMPROV		280,755.00
087	INDUSTRIAL PARK DEVELOPMENT		9,737.37
088	PUBLIC SAFETY/REC CONSTRUCTION		15,630.00
097	INFRA IMPROVE-INTRNT SALES TAX		82,595.52
801	CLAIMS FUND		
	TOTAL	2,215,830.64	2,215,830.64

** END OF REPORT - Generated by Jacqueline Thorne **

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000											BALANCE SHEET
001000	060100										GAS/LUBRICANT-CITY BARN
	003308	KEITHCO PETROLEUM		103571	227872	2022	10	INV P	15,889.43	073122	292019 DIESEL FOR FUEL STA
	003497	MAPLES GAS COMPANY		233852	228920	2022	10	INV P	14,207.62	073122	292030 DIESEL FOR FUEL STA
	003918	PINE BELT OIL COMPAN	INV-094593		228798	2022	10	INV P	8,187.52	073122	292064 DIESEL FOR FUEL STA
	003918	PINE BELT OIL COMPAN	INV-095876		228921	2022	10	INV P	19,676.51	073122	292064 GAS FOR FUEL STATIO
									27,864.03		
									ACCOUNT TOTAL		57,961.08
									ORG 001000	TOTAL	57,961.08
001001											REVENUES
001001	222600										ELECTRICAL INSPECTION
	048984	DOLEAC ELEC (REFUND) PERMIT REFUND			0	2022	10	INV P	50.00	073122	291972 REFUND PERMIT NO EL
									ACCOUNT TOTAL		50.00
									ORG 001001	TOTAL	50.00
001003											CITY COUNCIL
001003	501000										OTHER EXPENDABLE OFF.SPL
	002709	EATON, ALVIN K (PETT PC 6/2022			0	2022	10	INV P	29.04	073122	291976 PETTY CASH 6/2022
									ACCOUNT TOTAL		29.04
001003	511500										FOOD
	002709	EATON, ALVIN K (PETT PC 5/2022			0	2022	10	INV P	20.48	073122	291976 PETTY CASH 5/2022
									ACCOUNT TOTAL		20.48
001003	606000										TELEPHONE AND TELEGRAPH
	002160	AT&T MOBILITY	287273578351X070822		0	2022	10	INV P	291.38	073122	291933 MB2016-287/WIRELESS
									ACCOUNT TOTAL		291.38
001003	611001										TRAVEL EXP-WARD 1
	048033	MGM RESORTS INTERNAT AR 13949			0	2022	10	INV P	753.64	073122	292036 MML 2022 CONFERENCE
									ACCOUNT TOTAL		753.64
001003	611003										TRAVEL EXP-WARD 3
	048033	MGM RESORTS INTERNAT AR 13949			0	2022	10	INV P	748.00	073122	292036 MML 2022 CONFERENCE
									ACCOUNT TOTAL		748.00
001003	611004										TRAVEL EXP-WARD 4
	048033	MGM RESORTS INTERNAT AR 13949			0	2022	10	INV P	748.00	073122	292036 MML 2022 CONFERENCE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
							ACCOUNT TOTAL		748.00				
001003	611005						TRAVEL EXP-WARD 5						
048033	MGM RESORTS INTERNAT AR 13949				0	2022 10	INV	P	748.00	073122	292036	MML 2022 CONFERENCE	
							ACCOUNT TOTAL		748.00				
001003	6110DC						TRAVEL EXP-DEPCLERK						
048033	MGM RESORTS INTERNAT AR 13949				0	2022 10	INV	P	561.00	073122	292036	MML 2022 CONFERENCE	
							ACCOUNT TOTAL		561.00				
001003	641000						OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV4702261			0	2022 10	INV	P	88.91	073122	292079	CITY COUNCIL - COPY	
004057	RJ YOUNG COMPANY	INV4849364			0	2022 10	INV	P	75.00	073122	292079	CITY COUNCIL - COPY	
									163.91				
							ACCOUNT TOTAL		163.91				
							ORG 001003	TOTAL	4,063.45				
							CITY COURT						
001015	606000						TELEPHONE AND TELEGRAPH						
001015	606000						2022 10		INV	P	468.77	073122	291933 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287273578351X070822			0								
							ACCOUNT TOTAL		468.77				
001015	611000						TRAVEL EXPENSE						
048033	MGM RESORTS INTERNAT AR 13949				0	2022 10	INV	P	561.00	073122	292036	MML 2022 CONFERENCE	
							ACCOUNT TOTAL		561.00				
							ORG 001015	TOTAL	1,029.77				
							MAYOR/ADMIN.						
001020	606000						TELEPHONE AND TELEGRAPH						
001020	606000						2022 10		INV	P	172.46	073122	291933 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287273578351X070822			0								
							ACCOUNT TOTAL		172.46				
001020	611000						TRAVEL EXPENSE						
002709	EATON, ALVIN K (PETT PC 5/2022				0	2022 10	INV	P	3.37	073122	291976	PETTY CASH 5/2022	
048033	MGM RESORTS INTERNAT AR 13949				0	2022 10	INV	P	2,249.64	073122	292036	MML 2022 CONFERENCE	
							ACCOUNT TOTAL		2,253.01				
							ORG 001020	TOTAL	2,425.47				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001040				MUNICIPAL CLERK							
001040	501000			OTHER EXPENDABLE OFF.SPL							
002709	EATON, ALVIN K (PETT PC 5/2022			2022 10 INV P	0				30.00	073122	291976 PETTY CASH 5/2022
				ACCOUNT TOTAL					30.00		
001040	615000			ADVERTISING							
003141	HUB CITY SPOKES	100146		2022 10 INV P	0				336.60	073122	292010 CITY WIDE ADS & NOT
				ACCOUNT TOTAL					336.60		
001040	641000			OFFICE EQUIPMENT RENT							
004057	RJ YOUNG COMPANY	INV4859452		2022 10 INV P	0				204.00	073122	292079 COPIER LEASE FOR CI
				ACCOUNT TOTAL					204.00		
				ORG 001040 TOTAL					570.60		
001042				ACCOUNTING DIV.							
001042	510000			CLEANING/JANITORIAL SPLY							
003772	NEWELL PAPER COMPANY 4135700			2022 10 INV P	228942				341.18	073122	292050 PAPER TOWELS/TOILET
				ACCOUNT TOTAL					341.18		
				ORG 001042 TOTAL					341.18		
001045				PURCHASING DIV.							
001045	636500			OFFICE EQUIPMENT R&M							
002406	CANON FINANCIAL SERV 28845598			2022 10 INV P	0				191.73	073122	291950 CANON MB2018-145 PU
				ACCOUNT TOTAL					191.73		
				ORG 001045 TOTAL					191.73		
001080				HUMAN RESOURCES							
001080	636500			OFFICE EQUIPMENT R&M							
004050	RICOH CORP	36316785		2022 10 INV P	0				185.85	073122	292077 HR DEPT COPIER LEAS
004050	RICOH CORP	36452572		2022 10 INV P	0				185.85	073122	292077 HR DEPT COPIER LEAS
004050	RICOH CORP	36580783		2022 10 INV P	0				185.85	073122	292077 HR DEPT COPIER LEAS
									557.55		
				ACCOUNT TOTAL					557.55		
				ORG 001080 TOTAL					557.55		
001081				LOSS CONTROL							
001081	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X070822		2022 10 INV P	0				96.20	073122	291933 MB2016-287/WIRELESS
				ACCOUNT TOTAL					96.20		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
						ORG 001081	TOTAL		96.20		
001090						URBAN DEVELOPMT					
001090	501000					OTHER EXPENDABLE OFF.SPL					
004328	STAPLES	3509865146	0	2022 10	INV P				50.21	073122	292103 OFFICE SUPPLIES - U
						ACCOUNT TOTAL			50.21		
001090	511500					FOOD					
002709	EATON, ALVIN K (PETT PC 6/2022		0	2022 10	INV P				12.35	073122	291976 PETTY CASH 6/2022
						ACCOUNT TOTAL			12.35		
001090	604900					OTHER PROFESSIONAL SERV.					
047055	INTERPRETERS & TRANS 174548 URB DEV		0	2022 10	INV P				96.66	073122	292013 INTERPRETING SERVIC
						ACCOUNT TOTAL			96.66		
001090	606000					TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X070822	0	2022 10	INV P				299.11	073122	291933 MB2016-287/WIRELESS
						ACCOUNT TOTAL			299.11		
001090	611000					TRAVEL EXPENSE					
048033	MGM RESORTS INTERNAT AR 13949		0	2022 10	INV P				748.00	073122	292036 MML 2022 CONFERENCE
						ACCOUNT TOTAL			748.00		
001090	615000					ADVERTISING					
003141	HUB CITY SPOKES	100146	0	2022 10	INV P				63.84	073122	292010 CITY WIDE ADS & NOT
						ACCOUNT TOTAL			63.84		
001090	641000					OFFICE EQUIPMENT RENT					
004050	RICOH CORP	36815331	0	2022 10	INV P				232.90	073122	292077 COPIER PAYMENT JUNE
004057	RJ YOUNG COMPANY	4824489	0	2022 10	INV P				252.01	073122	292079 MB: 2020-302-303 CP
004057	RJ YOUNG COMPANY	4869412	0	2022 10	INV P				245.76	073122	292079 MB: 2020-235 CPC CO
									497.77		
						ACCOUNT TOTAL			730.67		
001090	684500					REGISTRATION FEE/TUITION					
048969	GRANT PROFESSIONALS 200019904		0	2022 10	INV P				299.00	073122	291997 TO # 9410- GRANT PR
						ACCOUNT TOTAL			299.00		
						ORG 001090	TOTAL		2,299.84		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001091											
001091	604900										
002160	AT&T MOBILITY	287273578351X070822	0			2022	10	INV P	159.37	073122	291933 MB2016-287/WIRELESS
									159.37		
									159.37		
001092											
001092	513000										
002459	CHEM-AQUA	7840981	0			2022	10	INV P	612.50	073122	291955 WATER PROGRAM FOR C
									612.50		
001092	630500										
003700	MS POWER COMPANY	E2022 7.13.22	0			2022	10	INV P	552.47	073122	292040 MS POWER VARIOUS DE
									552.47		
001092	639400										
003040	HAVARD PEST CONTROL	1970400	0			2022	10	INV P	65.00	073122	292005 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1970417	0			2022	10	INV P	48.00	073122	292006 HARVARD PEST CONTRO
									113.00		
									113.00		
									1,277.97		
001093											
001093	546000										
002472	CINTAS FIRST AID J71	5117274827	228597			2022	10	INV P	544.66	073122	291960 FIRST AID KITS FOR
									544.66		
									544.66		
001094											
001094	602000										
002892	GEO-JOBE GIS CONSULT	4799	0			2022	10	INV P	11,500.00	073122	291993 MB 2013-24 GIS CONS
									11,500.00		
001094	604900										
002160	AT&T MOBILITY	287273578351X070822	0			2022	10	INV P	37.23	073122	291933 MB2016-287/WIRELESS
									37.23		
									11,537.23		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					G/G INS.OTH SER						
001095						LEGAL					
001095	602500										
002906	GLADDEN LAW OFFICE	P	0291	0	2022	10	INV	P	2,205.00	073122	291996 PLANNING/ ZONING AN
003944	POPE & POPE, PA		2267	0	2022	10	INV	P	1,997.20	073122	292067 VALLEY RAILROAD COM
004694	ZAC FAIRLEY APPRAISA		1099	0	2022	10	INV	P	1,800.00	073122	292136 APPRAISAL REPORT/JM
047351	LOWREY & FORTNER PA		35004	0	2022	10	INV	P	1,000.00	073122	292027 CITIZEN POLICE REVI
ACCOUNT TOTAL									7,002.20		
001095	602700					MEDICAL					
002856	FORREST GENERAL HOSP	STATEMENT	7.2022	0	2022	10	INV	P	3,570.00	073122	291990 EAP STATEMENT JUNE-
ACCOUNT TOTAL									3,570.00		
001095	604900					OTHER PROFESSIONAL SERV.					
002523	COMCAST CABLEVISION		7.11.22	0	2022	10	INV	P	303.35	073122	291964 COMCAST CITY HALL
ACCOUNT TOTAL									303.35		
001095	606000					TELEPHONE AND TELEGRAPH					
002158	AT&T		L2022 7.13.22	0	2022	10	INV	P	104.76	073122	291929 AT&T BLUE LIGHTS 60
002158	AT&T		L2022 7.4.22	0	2022	10	INV	P	146.19	073122	291929 BLUE LIGHTS 6015548
002158	AT&T		12022 7/20	0	2022	10	INV	P	52.99	073122	291929 AT&T BLUE LIGHTS 60
									303.94		
002159	AT&T LONG DISTANCE	S	276756223	0	2022	10	INV	P	33.03	073122	291932 LONG DISTANCE SERVI
047050	C SPIRE (IP)		L2022 7.1.22	0	2022	10	INV	P	5,022.13	073122	291949 C SPIRE MS GOV 6925
ACCOUNT TOTAL									5,359.10		
001095	627000					SURETY AND FORGERY BONDS					
003710	MS STATE/SECRETARY O	NOTARY	7.2022	0	2022	10	INV	P	150.00	073122	292044 NOTARY APPLICAITONS
ACCOUNT TOTAL									150.00		
ORG 001095 TOTAL									16,384.65		
001096					FED PROG ADMIN						
001096	502000					MINOR OFFICE EQUIP/FURN.					
004328	STAPLES		3512932937	228846	2022	10	INV	P	64.71	073122	292104 OFFICE SUPPLIES FRO
ACCOUNT TOTAL									64.71		
001096	611000					TRAVEL EXPENSE					
048574	FARVE, DEMETRIA		94390T	0	2022	10	INV	P	112.50	073122	291984 MILES REIMBURSEMENT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										112.50		
001096	684500					REGISTRATION FEE/TUITION						
003706	MS STATE UNIVERSITY	94390T	0	2022	10	INV	P	225.00	073122	292042	RISK ASSESSOR TEST	
ACCOUNT TOTAL										225.00		
ORG 001096 TOTAL										402.21		
001100	POLICE/PUB.SFTY											
001100	501000					OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	987162-0	228953	2022	10	INV	P	1,131.58	073122	292054	OFFICE SUPPLIES-HPD	
004017	REGIONS CARDHOLDER S	25290955001	228679	2022	10	INV	P	195.12	073122	292076	NOTEPADS FOR DISPAT	
ACCOUNT TOTAL										1,326.70		
001100	510000					CLEANING/JANITORIAL SPLY						
003772	NEWELL PAPER COMPANY	4134958	228776	2022	10	INV	P	2,356.90	073122	292050	CLEANING SUPPLIES-H	
ACCOUNT TOTAL										2,356.90		
001100	511500					FOOD						
002709	EATON, ALVIN K (PETT PC 6/2022		0	2022	10	INV	P	26.35	073122	291976	PETTY CASH 6/2022	
ACCOUNT TOTAL										26.35		
001100	525000					GAS AND OIL						
002443	CERTIFIED LABORATORI	7778897	227943	2022	10	INV	P	2,754.45	073122	291954	OIL FOR SHOP-HPD	
002869	FUELMAN OF MS	NP692538947	0	2022	10	INV	P	92.95	073122	291992	OFF SITE FUEL CHARG	
ACCOUNT TOTAL										2,847.40		
001100	525700					DIESEL FUEL						
003918	PINE BELT OIL COMPAN	JUNE 2022	0	2022	10	INV	P	815.30	073122	292065	JUNE 2022 MINTI MAR	
ACCOUNT TOTAL										815.30		
001100	535000					UNIFORMS, BADGES, ETC.						
003588	MID SOUTH UNIFORM &	630047	226695	2022	10	INV	P	105.30	073122	292037	COMMENDATION PENS-H	
003588	MID SOUTH UNIFORM &	630250	228547	2022	10	INV	P	69.66	073122	292037	NAME PLATES LATERI	
003588	MID SOUTH UNIFORM &	630251	228162	2022	10	INV	P	139.32	073122	292037	NAME PLATES PROMOTI	
										314.28		
ACCOUNT TOTAL										314.28		
001100	535500					WEARING APPAREL						
003588	MID SOUTH UNIFORM &	630047	226695	2022	10	INV	P	419.70	073122	292037	COMMENDATION PENS-H	
047040	BOOT COUNTRY	0001000026356	228867	2022	10	INV	P	389.98	073122	291944	BOOTS FOR KIRK & DA	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL								809.68				
001100	546000	MINOR EQUIPMENT										
002709	EATON, ALVIN K (PETT PC 6/2022	0	2022	10	INV	P	29.38	073122	291976	PETTY CASH 6/2022		
002901	GILKEY ELECTRIC SUPP 358803	228837	2022	10	INV	P	33.60	073122	291994	WIRES FOR IT DIVISI		
ACCOUNT TOTAL								62.98				
001100	559000	OTHER OPERATING MATL/SPLY										
002709	EATON, ALVIN K (PETT PC 6/2022	0	2022	10	INV	P	22.47	073122	291976	PETTY CASH 6/2022		
003543	MCELHANEY PLUMBING I 292096	227790	2022	10	INV	P	26.85	073122	292034	REPAIR PARTS FOR BA		
003809	OFFICE DEPOT INC 252932068001	226843	2022	10	INV	P	486.60	073122	292053	FLOOR MATS FOR NEW		
ACCOUNT TOTAL								535.92				
001100	570000	MTR VEHICLE REP. PTS/SPL										
002060	ADVANCE AUTO PARTS 5604219976370	228864	2022	10	INV	P	397.88	073122	291921	REPAIR PARTS FOR ST		
002060	ADVANCE AUTO PARTS 5604219976371	228770	2022	10	INV	P	548.31	073122	291921	SHOP SUPPLIES-HPD		
002060	ADVANCE AUTO PARTS 5604220044528	228899	2022	10	INV	P	64.11	073122	291921	*COTTER PINS UNIT#1		
002060	ADVANCE AUTO PARTS 5604220044529	228869	2022	10	INV	P	445.91	073122	291921	REPAIR PARTS FOR ST		
002060	ADVANCE AUTO PARTS 5604220044530	228868	2022	10	INV	P	135.02	073122	291921	REPAIR PARTS FOR SH		
002060	ADVANCE AUTO PARTS 5604220076424	228866	2022	10	INV	P	52.36	073122	291921	REPAIR PARTS TO UNI		
002060	ADVANCE AUTO PARTS 5604220076426	228919	2022	10	INV	P	181.47	073122	291921	REPAIR PARTS FOR UN		
002060	ADVANCE AUTO PARTS 5604220376537	228949	2022	10	INV	P	70.62	073122	291921	TOOLS FOR SHOP-HPD		
002060	ADVANCE AUTO PARTS 5604220376538	228948	2022	10	INV	P	172.74	073122	291921	BATTERY UNIT#21719-		
002060	ADVANCE AUTO PARTS 5604220676670	229010	2022	10	INV	P	11.87	073122	291921	REPAIR PARTS FOR SH		
							2,080.29					
003818	O'REILLY AUTO PARTS 0943-307099	0	2022	10	INV	P	35.99	073122	292051	ASSORTMENT-06/17/20		
003818	O'REILLY AUTO PARTS 0943-408956	228855	2022	10	INV	P	365.76	073122	292052	REPAIR PARTS FOR UN		
							401.75					
004514	UNIVERSITY TIRE & SE INV198842	228875	2022	10	INV	P	118.00	073122	292121	TIRE FOR UNIT#15452		
ACCOUNT TOTAL								2,600.04				
001100	602700	MEDICAL										
003033	HATTIESBURG CLINIC P 8533473	0	2022	10	INV	P	600.00	073122	292003	PSYCH EVALUATION FO		
004684	PACIFIC PHYSICIAN S 61685	0	2022	10	INV	P	108.00	073122	292057	BREATH ALCOHOL TEST		
ACCOUNT TOTAL								708.00				
001100	604900	OTHER PROFESSIONAL SERV.										
002109	AMERICAN PRINTING & 9575	228876	2022	10	INV	P	315.00	073122	291928	SIGNS FOR SERVICE C		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
002473	CIOX HEALTH	0379384516	0	2022 10	INV	P	21.05	073122	291961	MEDICAL RECORDS RET		
002473	CIOX HEALTH	0379780577	0	2022 10	INV	P	19.60	073122	291961	MEDICAL RECORD RETR		
							40.65					
002610	D P S CRIME LAB	90119831	0	2022 10	INV	P	480.00	073122	291970	ANALYTICAL FEES		
002750	EQUIFAX INFORMATION	2052740904	0	2022 10	INV	P	32.01	073122	291982	ONLINEK INVESTIGATI		
002996	HANCO CORP	2022-19	0	2022 10	INV	P	2,500.00	073122	292002	REPAIR TO DOOR ON O		
004008	RAYNER, JACK	06232023	0	2022 10	INV	P	300.00	073122	292075	LATERAL POLYGRAPH M		
047055	INTERPRETERS & TRANS	174548	0	2022 10	INV	P	102.03	073122	292013	INTERPRETING SERVIC		
047257	L & K EQUIPMENT	335	0	2022 10	INV	P	885.64	073122	292022	LIFT INSPECTION FOR		
ACCOUNT TOTAL							4,655.33					
001100	606000					TELEPHONE AND TELEGRAPH						
002158	AT&T	0563149359001 7/22	0	2022 10	INV	P	45.03	073122	291931	POLICE DISPATCH LON		
002158	AT&T	54549101030591 7/8	0	2022 10	INV	P	199.52	073122	291930	POLICE DISPATCH		
002158	AT&T	L2022 7.8.22	0	2022 10	INV	P	54.54	073122	291929	AT&T M26 9404 404-P		
							299.09					
002160	AT&T MOBILITY	287273578351X070822	0	2022 10	INV	P	1,631.53	073122	291933	MB2016-287/WIRELESS		
ACCOUNT TOTAL							1,930.62					
001100	611000					TRAVEL EXPENSE						
047752	JORDAN, EBONY	7.10-15.22/JORDAN	0	2022 10	INV	P	274.00	073122	292018	TRAVEL REIMBURSEMEN		
048033	MGM RESORTS INTERNAT AR	13949	0	2022 10	INV	P	561.00	073122	292036	MML 2022 CONFERENCE		
ACCOUNT TOTAL							835.00					
001100	612000					FREIGHT						
002263	BLACKINTON, V H CO I	3080690	227998	2022 10	INV	P	12.00	073122	291938	SHIPPING FOR REFINI		
ACCOUNT TOTAL							12.00					
001100	626500					AUTOMOBILE INSURANCE						
004307	SOUTHGROUP (HATTIESB	218814	0	2022 10	INV	P	1,663.45	073122	292100	INSURNACE FOR UNIT#		
ACCOUNT TOTAL							1,663.45					
001100	630000					GAS						
004321	SPIRE	G2022 7.12.22	0	2022 10	INV	P	1,618.49	073122	292102	SPIRE VARIOUS DEPT		
ACCOUNT TOTAL							1,618.49					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	630500										
003700	MS POWER COMPANY	E2022	7.13.22	0		ELECTRICITY	2022	10	INV	P	3,753.27 073122 292040 MS POWER VARIOUS DE
ACCOUNT TOTAL									3,753.27		
001100	636500										
048026	SOUTHERN BILLING	27764		0		OFFICE EQUIPMENT R&M	2022	10	INV	P	138.45 073122 292092 METRO PHONE SERVICE
ACCOUNT TOTAL									138.45		
001100	638400					MOTOR VEHICLE EQ. R&M					
002066	AFFORDABLE EMERGENCY	1564		228898	2022	10	INV	P	1,995.00	073122	291922 REPAIRS TO VARIOUS
002066	AFFORDABLE EMERGENCY	1565		228420	2022	10	INV	P	170.00	073122	291922 REPAIRS TO VARIOUS
002066	AFFORDABLE EMERGENCY	1566		228420	2022	10	INV	P	570.00	073122	291922 REPAIRS TO VARIOUS
002066	AFFORDABLE EMERGENCY	1567		228420	2022	10	INV	P	190.00	073122	291922 REPAIRS TO VARIOUS
002066	AFFORDABLE EMERGENCY	1568		228420	2022	10	INV	P	570.00	073122	291922 REPAIRS TO VARIOUS
002066	AFFORDABLE EMERGENCY	1569		227673	2022	10	INV	P	190.00	073122	291922 REPAIRS TO UNIT#208
002066	AFFORDABLE EMERGENCY	1570		226768	2022	10	INV	P	190.00	073122	291922 WATCHGUARD REPAIR T
002066	AFFORDABLE EMERGENCY	1571		226062	2022	10	INV	P	95.00	073122	291922 REPLACE WATCHGUARD
002066	AFFORDABLE EMERGENCY	1572		225363	2022	10	INV	P	285.00	073122	291922 REPAIRS TO UNIT#183
002066	AFFORDABLE EMERGENCY	1574		228918	2022	10	INV	P	190.00	073122	291922 REPAIRS TO UNIT#182
									4,445.00		
002169	AUTOMOTIVE GLASS SPE	I250602		228289	2022	10	INV	P	295.00	073122	291935 REPLACE WINDSHIELD
002469	CHUNKY RIVER HARLEY	45374		0	2022	10	INV	P	709.47	073122	291957 REPAIRS TO MOTOR
003861	PATTERSON AUTO ELECT	81377		228369	2022	10	INV	P	983.04	073122	292059 REPAIR TO UNIT#1911
003861	PATTERSON AUTO ELECT	81412		228273	2022	10	INV	P	350.96	073122	292059 REPAIRS TO UNIT#204
003861	PATTERSON AUTO ELECT	81427		228729	2022	10	INV	P	190.00	073122	292059 REPAIRS TO UNIT#182
003861	PATTERSON AUTO ELECT	814348		228922	2022	10	INV	P	1,515.90	073122	292059 REPAIRS TO UNIT#193
003861	PATTERSON AUTO ELECT	81473		228508	2022	10	INV	P	1,739.91	073122	292059 A/C REPAIR TO UNIT#
003861	PATTERSON AUTO ELECT	81482		228540	2022	10	INV	P	327.50	073122	292059 REPAIRS TO UNIT#167
									5,107.31		
ACCOUNT TOTAL									10,556.78		
001100	639400										
003040	HAVARD PEST CONTROL	1970388		0		DISINFECT./EXTERMINATION	2022	10	INV	P	40.00 073122 292006 HAVARD PEST CONTROL
ACCOUNT TOTAL									40.00		
001100	639800										
003389	LARRY'S WRECKER SERV	9632		0	2022	10	INV	P	55.00	073122	292026 TOWING OF UNIT#1820
003389	LARRY'S WRECKER SERV	9639		0	2022	10	INV	P	55.00	073122	292026 TOWING OF SEIZED VE
003389	LARRY'S WRECKER SERV	9640		0	2022	10	INV	P	55.00	073122	292026 TOWING OF UNIT#1820
003389	LARRY'S WRECKER SERV	9822		0	2022	10	INV	P	55.00	073122	292026 TOWING OF UNIT#1774
003389	LARRY'S WRECKER SERV	9823		0	2022	10	INV	P	65.00	073122	292026 TOWING OF UNIT#1676
003389	LARRY'S WRECKER SERV	9828		0	2022	10	INV	P	55.00	073122	292026 TOWING OF VEHICLE
003389	LARRY'S WRECKER SERV	9971		0	2022	10	INV	P	55.00	073122	292026 TOWING OF UNIT#1774

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE							
						395.00		
003869 PEANUTS TOWING SERVI	100049	0	2022 10	INV	P	125.00	073122	292062 TOWING OF UNTI#1832
				ACCOUNT TOTAL		520.00		
			ORG 001100	TOTAL		38,126.94		
001131				JOINT P&F TRNG.				
001131 535600				WEARING APPAREL-FIRE				
002812 FIRE STORE(WITMER AS	INV61294	228414	2022 10	INV	P	446.40	073122	291987 P/F CLOTHING
				ACCOUNT TOTAL		446.40		
001131 5460PO				MINOR EQUIPMENT-POLICE				
002905 GILLILANDS ELECTRONI	8128	0	2022 10	INV	P	90.00	073122	291995 P/F REPAIR TO SECUR
				ACCOUNT TOTAL		90.00		
001131 559000				OTHER OPERATING MATL/SPLY				
004273 SOUTHERN GAS & SUPPL	37110692	228955	2022 10	INV	P	115.00	073122	292093 P/F MINOR EQUIPMENT
				ACCOUNT TOTAL		115.00		
001131 559100				OTHER OPER.MATLS-FULL R				
002274 BLOSSMAN GAS INC	20977675	0	2022 10	INV	P	1,455.53	073122	291939 P/F FILL FULL TANK
				ACCOUNT TOTAL		1,455.53		
001131 6110FR				MINOR EQUIPMENT-FIRE				
004682 WOOLWINE LLC DBA DEA	23488	228817	2022 10	INV	P	169.99	073122	292134 P/F VAN RENTAL
048982 STRINGER SHEA	9450	0	2022 10	INV	P	100.00	073122	292106 P/F REIMBURS TESTIN
				ACCOUNT TOTAL		269.99		
001131 6110PO				TRAVEL-POLICE				
048593 VARNADO JAKKI	9455	0	2022 10	INV	P	438.00	073122	292124 P/F TRAV ADV ARMORE
048983 TAPP HARRIS	9454	0	2022 10	INV	P	438.00	073122	292109 P/F TRAV FOR CLASS
				ACCOUNT TOTAL		876.00		
001131 612000				FREIGHT				
002812 FIRE STORE(WITMER AS	INV61294	228414	2022 10	INV	P	32.95	073122	291987 P/F CLOTHING
				ACCOUNT TOTAL		32.95		
001131 630500				ELECTRICITY				
003700 MS POWER COMPANY	E2022 7.13.22	0	2022 10	INV	P	2,091.23	073122	292040 MS POWER VARIOUS DE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		2,091.23			
001131	639400					DISINFECT./EXTERMINATION				
003040	HAVARD PEST CONTROL	1970397		0	2022 10	INV P	50.00	073122	292005	HAVARD PEST CONTROL
					ACCOUNT TOTAL		50.00			
001131	644900					OTHER RENT				
004057	RJ YOUNG COMPANY	INV4869056		0	2022 10	INV P	198.00	073122	292079	P/F COPIER RENTAL 0
					ACCOUNT TOTAL		198.00			
001131	6845FR					REGISTRATION-FIRE				
004331	STATE FIRE ACADEMY	29536		0	2022 10	INV P	365.00	073122	292105	P/F REG FEE J.MAUNG
					ACCOUNT TOTAL		365.00			
001131	6845PO					REGISTRATION-POLICE				
002643	DEFENSIVE EDGE	3539		228972	2022 10	INV P	1,100.00	073122	291971	P/F REGISTRATION
004331	STATE FIRE ACADEMY	29516		0	2022 10	INV P	40.00	073122	292105	P/F CLASS CANCELLAT
					ACCOUNT TOTAL		1,140.00			
					ORG 001131 TOTAL		7,130.10			
FIRE DIVISION										
001160	510000					CLEANING/JANITORIAL SPLY				
002472	CINTAS FIRST AID J71	4124878840		0	2022 10	INV P	34.86	073122	291960	HFD JANITORIAL AND
002472	CINTAS FIRST AID J71	4125548356		0	2022 10	INV P	34.86	073122	291960	HFD JANITORIAL AND
							69.72			
048909	BRADY COMPANIES, LLC	7387742		228432	2022 10	INV P	771.16	073122	291946	HFD JANITORIAL SUPP
048909	BRADY COMPANIES, LLC	7410611		228432	2022 10	INV P	32.48	073122	291946	HFD JANITORIAL SUPP
							803.64			
					ACCOUNT TOTAL		873.36			
001160	511000					HOUSEHOLD SUPPLIES				
004575	WALMART STORES INC	084522601957		228543	2022 10	INV P	211.86	073122	292127	HFD STATION ONE TV
					ACCOUNT TOTAL		211.86			
001160	511500					FOOD				
004081	ROSE'S QUIK STOP	12		229052	2022 10	INV P	121.00	073122	292082	P/F LUNCH PLATES FO
					ACCOUNT TOTAL		121.00			
001160	525000					GAS AND OIL				
003918	PINE BELT OIL COMPAN	JUNE 2022		0	2022 10	INV P	56.12	073122	292065	JUNE 2022 MINTI MAR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									56.12		
001160	525700										
003918	PINE BELT OIL COMPAN	JUNE 2022	0	DIESEL FUEL		2022 10	INV	P	851.55	073122	292065 JUNE 2022 MINTI MAR
ACCOUNT TOTAL									851.55		
001160	535000										
003123	HOOK-FAST SPECIALTIE	363730	226746	UNIFORMS, BADGES, ETC.		2022 10	INV	P	432.82	073122	292008 HFD UNIFORM ITEMS F
003123	HOOK-FAST SPECIALTIE	363793	227667			2022 10	INV	P	474.58	073122	292008 HFD BADGE AND BADGE
									907.40		
004445	TOP NOTCH EMBROIDERY	1595	228434			2022 10	INV	P	2,800.00	073122	292112 HFD UNIFORM ITEMS F
ACCOUNT TOTAL									3,707.40		
001160	535500										
003744	NAFECO-NORTH AMERICA	1156239	228624	WEARING APPAREL		2022 10	INV	P	3,170.00	073122	292048 HFD TURNOUTS FOR NE
ACCOUNT TOTAL									3,170.00		
001160	560000										
004256	SOLAR SUPPLY INC	3455019	228952	BUILDING MATERIALS & SPL		2022 10	INV	P	81.27	073122	292091 HFD STATION 8 AC RE
ACCOUNT TOTAL									81.27		
001160	570000										
002709	EATON, ALVIN K (PETT	PC 5/2022	0	MTR VEHICLE REP. PTS/SPL		2022 10	INV	P	9.00	073122	291976 PETTY CASH 5/2022
002733	EMERGENCY EQUIPMENT	472441	228929			2022 10	INV	P	2,314.33	073122	291978 HFD UNIT # 18099 RE
002739	EMPIRE TRUCK SALES(J	CE006197941:01	228956			2022 10	INV	P	1,721.88	073122	291980 HFD UNIT # 18099 RE
003034	HATTIESBURG HYDRAULI	95319	228431			2022 10	INV	P	157.51	073122	292004 HFD UNIT # 13932 HY
003818	O'REILLY AUTO PARTS	0943-408756	228740			2022 10	INV	P	116.94	073122	292052 HFD UNIT # 19835 AC
003818	O'REILLY AUTO PARTS	0943-409281	228928			2022 10	INV	P	187.47	073122	292052 HFD UNIT # 20088 RE
									304.41		
004499	UNDERWOOD OUTDOOR	PO 114038	228830			2022 10	INV	P	26.90	073122	292119 HFD STATION 1 BLOWE
ACCOUNT TOTAL									4,534.03		
001160	604900										
002160	AT&T MOBILITY	287273578351X070822	0	OTHER PROFESSIONAL SERV.		2022 10	INV	P	213.14	073122	291933 MB2016-287/WIRELESS
048975	A & B MECHANICAL DIA	071222-03	0			2022 10	INV	P	250.00	073122	291918 HFD MECH SHOP INSIG
ACCOUNT TOTAL									463.14		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160	611000										
002709	EATON, ALVIN K (PETT PC 5/2022				0	2022	10	INV P	30.00	073122	291976 PETTY CASH 5/2022
048033	MGM RESORTS INTERNAT AR 13949				0	2022	10	INV P	748.00	073122	292036 MML 2022 CONFERENCE
ACCOUNT TOTAL									778.00		
001160	612000										
002733	EMERGENCY EQUIPMENT 472441				228929	2022	10	INV P	273.37	073122	291978 HFD UNIT # 18099 RE
002739	EMPIRE TRUCK SALES(J CE006197941:01				228956	2022	10	INV P	34.93	073122	291980 HFD UNIT # 18099 RE
003123	HOOK-FAST SPECIALTIE 363730				226746	2022	10	INV P	12.54	073122	292008 HFD UNIFORM ITEMS F
003744	NAFECO-NORTH AMERICA 1155853				228624	2022	10	INV P	13.06	073122	292048 HFD TURNOUTS FOR NE
ACCOUNT TOTAL									333.90		
001160	630000										
004321	SPIRE	G2022	7.12.22		0	2022	10	INV P	46.30	073122	292102 SPIRE VARIOUS DEPT
004321	SPIRE	G2022	7.18.22		0	2022	10	INV P	85.33	073122	292102 SPIRE VARIOUS DEPT
									131.63		
ACCOUNT TOTAL									131.63		
001160	630500										
003700	MS POWER COMPANY	E2022	7.13.22		0	2022	10	INV P	508.76	073122	292040 MS POWER VARIOUS DE
ACCOUNT TOTAL									508.76		
001160	638000										
047257	L & K EQUIPMENT	337			228850	2022	10	INV P	750.00	073122	292022 HFD MECHANIC SHOP L
ACCOUNT TOTAL									750.00		
001160	638400										
002815	FIRESTONE COMPLETE A 263250				0	2022	10	INV P	19.99	073122	291988 HFD UNIT # 18489 FL
003964	PRECISION FAB & REFU 00003				0	2022	10	INV P	1,320.00	073122	292072 HFD REPAIR & SANDBL
ACCOUNT TOTAL									1,339.99		
001160	638900										
002441	CENTRAL ALABAMA TRAI 17043545				0	2022	10	INV P	441.25	073122	291952 HFD AIR QUALITY AND
002441	CENTRAL ALABAMA TRAI 17043546				0	2022	10	INV P	441.25	073122	291952 HFD AIR QUALITY TES
									882.50		
ACCOUNT TOTAL									882.50		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160	639400										DISINFECT./EXTERMINATION
003040	HAVARD PEST CONTROL	1970389	0	2022 10	INV	P	50.00	073122	292005	HAVARD PEST CONTROL	
003040	HAVARD PEST CONTROL	1970390	0	2022 10	INV	P	48.00	073122	292005	HAVARD PEST CONTROL	
003040	HAVARD PEST CONTROL	1970391	0	2022 10	INV	P	48.00	073122	292005	HAVARD PEST CONTROL	
003040	HAVARD PEST CONTROL	1970392	0	2022 10	INV	P	48.00	073122	292006	HAVARD PEST CONTROL	
003040	HAVARD PEST CONTROL	1970393	0	2022 10	INV	P	48.00	073122	292005	HAVARD PEST CONTROL	
003040	HAVARD PEST CONTROL	1970394	0	2022 10	INV	P	48.00	073122	292006	HAVARD PEST CONTROL	
							290.00				
							ACCOUNT TOTAL	290.00			
001160	641000										OFFICE EQUIPMENT RENT
004050	RICOH CORP	36815511	0	2022 10	INV	P	192.00	073122	292077	HFD FIRE ADMIN COPI	
							ACCOUNT TOTAL	192.00			
001160	684000										DUES AND MEMBERSHIPS
048974	EMERGENCY SERVICES A	2022-112	228848	2022 10	INV	P	50.00	073122	291979	HFD JONALYN MEMBERS	
							ACCOUNT TOTAL	50.00			
001160	684500										REGISTRATION FEE/TUITION
048974	EMERGENCY SERVICES A	2022-113	228858	2022 10	INV	P	150.00	073122	291979	HFD JONALYN WALLACE	
							ACCOUNT TOTAL	150.00			
							ORG 001160 TOTAL	19,476.51			
001180											LAND DEVEL.ADM.
001180	501000										OTHER EXPENDABLE OFF.SPL
004328	STAPLES	3513224472	228907	2022 10	INV	P	101.64	073122	292103	OFFICE SUPPLIES FOR	
							ACCOUNT TOTAL	101.64			
001180	511100										SUPPLIES - COVID 19
004328	STAPLES	3513224472	228907	2022 10	INV	P	86.92	073122	292103	OFFICE SUPPLIES FOR	
							ACCOUNT TOTAL	86.92			
001180	570000										MTR VEHICLE REP. PTS/SPL
002413	CARQUEST AUTO PARTS	14758-13970	228947	2022 10	INV	P	38.71	073122	291951	UNIT # 14684 REPLAC	
							ACCOUNT TOTAL	38.71			
001180	601800										LOT CLEARING
003718	MSP ENTERPRISES, LLC	071422-0	0	2022 10	INV	P	332.50	073122	292047	MB # 2021-340 LOT C	
003718	MSP ENTERPRISES, LLC	071422-1	0	2022 10	INV	P	1,737.28	073122	292047	MB # 2021-340 LOT C	
003718	MSP ENTERPRISES, LLC	071422-2	0	2022 10	INV	P	758.12	073122	292047	MB # 2021-340	
							2,827.90				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
						ACCOUNT TOTAL	2,827.90			
001180	604900					OTHER PROFESSIONAL SERV.				
004075	RODCO, LLC	1814			0	2022 10 INV P	250.00	073122	292081 103 CRESTWOOD PLANS	
						ACCOUNT TOTAL	250.00			
001180	606000					TELEPHONE AND TELEGRAPH				
002160	AT&T MOBILITY	287273578351X070822			0	2022 10 INV P	921.39	073122	291933 MB2016-287/WIRELESS	
						ACCOUNT TOTAL	921.39			
001180	611000					TRAVEL EXPENSE				
003996	QUINN, WILEY	MML 9396			0	2022 10 INV P	184.00	073122	292073 MS MUNICIPAL LEAGUE	
						ACCOUNT TOTAL	184.00			
001180	615000					ADVERTISING				
003141	HUB CITY SPOKES	100146			0	2022 10 INV P	467.64	073122	292010 CITY WIDE ADS & NOT	
						ACCOUNT TOTAL	467.64			
001180	644900					OTHER RENT				
004057	RJ YOUNG COMPANY	INV4775214			0	2022 10 INV P	286.93	073122	292079 MB: 2020-302-303 CP	
						ACCOUNT TOTAL	286.93			
001180	684000					DUES AND MEMBERSHIPS				
003677	MS DEPARTMENT OF ENV	2022 ASBESTOS RECERT	0			2022 10 INV P	200.00	073122	292038 2022 ASBESTOS RECER	
						ACCOUNT TOTAL	200.00			
						ORG 001180 TOTAL	5,365.13			
001190						P/S CONTRAC.SER				
001190	602700					MEDICAL				
002960	GULF GUARANTY EMPLOY	220726144757			0	2022 10 INV P	1,279.48	073122	292000 INMATES MEDICAL BIL	
						ACCOUNT TOTAL	1,279.48			
						ORG 001190 TOTAL	1,279.48			
001191						TRAFFIC MAINT.				
001191	554500					TRAFFIC SIGNS				
004316	SPEEDY PRINTING & SI	30485			228975	2022 10 INV P	247.50	073122	292101 TRAFFIC STREET MARK	
						ACCOUNT TOTAL	247.50			
001191	559000					OTHER OPERATING MATL/SPLY				
002714	ECONOMY SUPPLY CO	079680			228896	2022 10 INV P	15.00	073122	291977 LOCKS FOR DOORS/TRA	
003543	MCELHANEY PLUMBING I	292930			228909	2022 10 INV P	346.74	073122	292034 NEW TOILET FOR BREA	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										361.74		
001191	570000						MTR VEHICLE REP.	PTS/SPL				
004514	UNIVERSITY TIRE & SE	INV199188	228969	2022 10	INV	P	1,267.20	073122		292121	TRAFFIC TIRES FOR	
ACCOUNT TOTAL										1,267.20		
001191	606000						TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X070822	0	2022 10	INV	P	70.97	073122		291933	MB2016-287/WIRELESS	
ACCOUNT TOTAL										70.97		
001191	630000						GAS					
004321	SPIRE	G2022 7.12.22	0	2022 10	INV	P	40.14	073122		292102	SPIRE VARIOUS DEPT	
ACCOUNT TOTAL										40.14		
001191	638400						MOTOR VEHICLE EQ. R&M					
004139	SCOTTS HYDRAULIC SER 51128		227383	2022 10	INV	P	1,920.00	073122		292084	TRAFFIC REMOVE BUCK	
ACCOUNT TOTAL										1,920.00		
001191	639400						DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	1970409	0	2022 10	INV	P	45.00	073122		292006	HAVARD PEST CONTROL	
ACCOUNT TOTAL										45.00		
001191	643000						UNIFORM RENT					
002471	CINTAS CORPORATION # 4125546468		0	2022 10	INV	P	25.00	073122		291959	TRAFFIC UNIFORM SC/	
002471	CINTAS CORPORATION # 4126218573		0	2022 10	INV	P	25.00	073122		291959	TRAFFIC UNIFORM MAT	
							50.00					
ACCOUNT TOTAL										50.00		
001191	643500						MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION # 4125546137		0	2022 10	INV	P	7.70	073122		291959	TRAFFIC MATS SC/820	
002471	CINTAS CORPORATION # 4126218115		0	2022 10	INV	P	7.70	073122		291959	TRAFFIC SC/8200044	
							15.40					
ACCOUNT TOTAL										15.40		
ORG 001191 TOTAL										4,017.95		
STREET DIV.												
001201	510000						CLEANING/JANITORIAL SPLY					
003772	NEWELL PAPER COMPANY	4135052	228790	2022 10	INV	P	514.59	073122		292050	BLACK CAN LINERS IT	
ACCOUNT TOTAL										514.59		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001201	540000										
		004586	WARREN PAVING INC	63922	0	2022	10	INV P	221.18	073122	292129 USED ASPHALT
		004586	WARREN PAVING INC	64300	0	2022	10	INV P	218.94	073122	292129 USED ASPHALT
									440.12		
									ACCOUNT TOTAL	440.12	
001201	541000										
		003380	LANCASTER'S MACHINE	25236	228666	2022	10	INV P	360.00	073122	292024 2 FABICATE TWO STEE
		003380	LANCASTER'S MACHINE	25248	228937	2022	10	INV P	180.00	073122	292024 1 FABICATE DRAIN CO
									540.00		
									ACCOUNT TOTAL	540.00	
001201	559000										
		002869	FUELMAN OF MS	NP62538947	0	2022	10	INV P	450.39	073122	291992 FUEL CHARGE ON (4)
		003185	INNOVATIVE SERVICE S	20220103	228827	2022	10	INV P	1,629.25	073122	292011 AED G3 PLUS OEM BAT
									ACCOUNT TOTAL	2,079.64	
001201	570000										
		002166	AUTO ARMATURE SERVIC	23245	228981	2022	10	INV P	199.95	073122	291934 UNIT 16237 MTP65 BA
		002166	AUTO ARMATURE SERVIC	28774	229026	2022	10	INV P	524.84	073122	291934 MT65 BATTERY/UNIT 2
		002166	AUTO ARMATURE SERVIC	28776	229026	2022	10	INV P	189.95	073122	291934 MT65 BATTERY/UNIT 2
		002166	AUTO ARMATURE SERVIC	28777	229026	2022	10	INV P	164.95	073122	291934 MT65 BATTERY/UNIT 2
		002166	AUTO ARMATURE SERVIC	28778	229026	2022	10	INV P	259.95	073122	291934 MT65 BATTERY/UNIT 2
									1,339.64		
		002413	CARQUEST AUTO PARTS	14758-13751	228891	2022	10	INV P	98.97	073122	291951 PARTS UNIT #7526
		002413	CARQUEST AUTO PARTS	14758-13797	228904	2022	10	INV P	418.82	073122	291951 UNIT 15964 BRAKE RO
									517.79		
		002569	COVINGTON SALES & SE	93626	228721	2022	10	INV P	1,158.15	073122	291967 PART/UNIT #21466
		002577	CRAIN TRACTOR & EQUI	CT003665	228989	2022	10	INV P	81.09	073122	291968 UNIT 15514 FUEL PUM
		002709	EATON, ALVIN K (PETT PC 5/2022		0	2022	10	INV P	11.85	073122	291976 PETTY CASH 5/2022
		002709	EATON, ALVIN K (PETT PC 6/2022		0	2022	10	INV P	2.89	073122	291976 PETTY CASH 6/2022
									14.74		
		003712	MS STATE/TAX COMM/TA	PO223200	0	2022	10	INV P	48.00	073122	292045 TAGS/UNIT 21877,218
		004120	SANSOM EQUIPMENT CO	P03074	228389	2022	10	INV P	943.60	073122	292083 PARTS/20067
		004465	TRUCKPRO LLC	039-0706151	228854	2022	10	INV P	319.75	073122	292115 PART/UNIT 21706

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004597	WATERS INTERNATIONAL	08P834142	229035	2022 10	INV	P			244.98 073122	292131	AIR FILTER/UNIT 160
				ACCOUNT TOTAL					4,667.74		
001201	575500			AGRICLTRL REPAIR PTS/SPL							
003843	PARISH TRACTOR (HATT	P01305	228766	2022 10	INV	P			1,441.03 073122	292058	PARTS/UNIT #15999
				ACCOUNT TOTAL					1,441.03		
001201	604900			OTHER PROFESSIONAL SERV.							
002460	CHEMPRO SERVICES	16422	227320	2022 10	INV	P			16,150.00 073122	291956	TWO QUOTE/CHEMPRO S
				ACCOUNT TOTAL					16,150.00		
001201	612000			FREIGHT							
002569	COVINGTON SALES & SE	93626	228721	2022 10	INV	P			39.87 073122	291967	PART/UNIT #21466
003843	PARISH TRACTOR (HATT	P01305	228766	2022 10	INV	P			150.00 073122	292058	PARTS/UNIT #15999
004120	SANSOM EQUIPMENT CO	P03074	228389	2022 10	INV	P			136.54 073122	292083	PARTS/20067
				ACCOUNT TOTAL					326.41		
001201	638400			MOTOR VEHICLE EQ. R&M							
002035	AAMCO TRANSMISSION (	I144967	228832	2022 10	INV	P			969.75 073122	291919	A/C REPAIR IN UNIT
004139	SCOTTS HYDRAULIC SER	50953	228887	2022 10	INV	P			1,418.62 073122	292084	REPAIRS ON UNIT 200
004597	WATERS INTERNATIONAL	08S828628	228916	2022 10	INV	P			3,882.15 073122	292131	REPAIRS UNIT 16008
				ACCOUNT TOTAL					6,270.52		
001201	638700			AGRICULTURAL EQ. R&M							
002083	ALLBRITTON CHAIN SAW	13236	228890	2022 10	INV	P			43.23 073122	291925	REPAIRS ON WEED EAT
				ACCOUNT TOTAL					43.23		
001201	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4125546334	0	2022 10	INV	P			44.38 073122	291959	UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4125546557	0	2022 10	INV	P			52.81 073122	291958	UNIFORMS SC 8200044
									97.19		
				ACCOUNT TOTAL					97.19		
				ORG 001201	TOTAL				32,570.47		
001202				STREET LIGHTS							
001202	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022 7.13.22	0	2022 10	INV	P			2,604.84 073122	292040	MS POWER VARIOUS DE
003873	PEARL RIVER VALLEY E	2022 7.11.22	0	2022 10	INV	P			486.48 073122	292063	PEARL RIVER VALLEY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E	2022	7.7.22		0	2022	10	INV	P	838.29	073122	292063 PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY E	2022	7/21/22		0	2022	10	INV	P	16.78	073122	292063 PEAR RIVER VALLEY E
										1,341.55		
ACCOUNT TOTAL										3,946.39		
ORG 001202 TOTAL										3,946.39		
001203						ENGR/PUBLIC SER						
001203	570000					MTR	VEHICLE	REP.	PTS/SPL			
002709	EATON, ALVIN K (PETT	PC	5/2022		0	2022	10	INV	P	9.08	073122	291976 PETTY CASH 5/2022
ACCOUNT TOTAL										9.08		
001203	599000					OTHER REPAIR/MAINT.	SPL.					
002709	EATON, ALVIN K (PETT	PC	5/2022		0	2022	10	INV	P	14.45	073122	291976 PETTY CASH 5/2022
ACCOUNT TOTAL										14.45		
001203	601500					ENGINEERING						
004197	SHOWS DEARMAN & WAIT	22676			0	2022	10	INV	P	9,992.50	073122	292086 MB 2012-1/34 BURKET
004197	SHOWS DEARMAN & WAIT	22749			0	2022	10	INV	P	1,242.50	073122	292086 MB 2012-1/34 RIVER
004197	SHOWS DEARMAN & WAIT	22788			0	2022	10	INV	P	597.50	073122	292086 MB 2012-1/34 FIRE S
004197	SHOWS DEARMAN & WAIT	22789			0	2022	10	INV	P	290.00	073122	292087 MB 2012-1/34 DIVISI
004197	SHOWS DEARMAN & WAIT	22802			0	2022	10	INV	P	1,297.50	073122	292086 MB 2012-1/34 RIVER
										13,420.00		
ACCOUNT TOTAL										13,420.00		
001203	606000					TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X070822			0	2022	10	INV	P	213.40	073122	291933 MB2016-287/WIRELESS
ACCOUNT TOTAL										213.40		
001203	607000					POSTAGE						
002798	FEDERAL EXPRESS	7-831-72365			0	2022	10	INV	P	100.71	073122	291986 INVOICE PAYMENT - E
ACCOUNT TOTAL										100.71		
001203	611000					TRAVEL EXPENSE						
048033	MGM RESORTS INTERNAT	AR	13949		0	2022	10	INV	P	561.00	073122	292036 MML 2022 CONFERENCE
048986	MCCRAW, LISA	7252022			0	2022	10	INV	P	471.06	073122	292033 TRAVEL REIMBURSEMEN
ACCOUNT TOTAL										1,032.06		
001203	638400					MOTOR VEHICLE EQ. R&M						
002709	EATON, ALVIN K (PETT	PC	5/2022		0	2022	10	INV	P	21.84	073122	291976 PETTY CASH 5/2022
ACCOUNT TOTAL										21.84		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001203	639400										
003040	HAVARD PEST CONTROL	1970408	0	DISINFECT./EXTERMINATION		2022	10	INV P	55.00	073122	292005 HAVARD PEST CONTROL
003772	NEWELL PAPER COMPANY	4134707	228688	2022 10 INV P					57.84	073122	292050 DISINFECTANTS - ENG
				ACCOUNT TOTAL					112.84		
001203	641000										
004057	RJ YOUNG COMPANY	4795750	0	OFFICE EQUIPMENT RENT		2022	10	INV P	262.00	073122	292079 COPIER LEASE MB 201
				ACCOUNT TOTAL					262.00		
				ORG 001203 TOTAL					15,186.38		
001204				SHOP DIVISION							
001204	545000			HAND TOOLS							
004297	SOUTHERN TIRE MART (	2520098804	228882	2022 10 INV P					127.14	073122	292097 DOLLY/PW SHOP
				ACCOUNT TOTAL					127.14		
001204	559000			OTHER OPERATING MATL/SPLY							
004386	T & C RESTAURANT EQU	1-18326	229048	2022 10 INV P					26.16	073122	292108 SCOOP FOR ICE MACHI
				ACCOUNT TOTAL					26.16		
001204	570000			MTR VEHICLE REP. PTS/SPL							
002413	CARQUEST AUTO PARTS	14758-13606	228819	2022 10 INV P					19.97	073122	291951 O-RING KIT /PW SHOP
002413	CARQUEST AUTO PARTS	14758-13972	228965	2022 10 INV P					233.56	073122	291951 COMP W/CLUTCH/PW SH
									253.53		
				ACCOUNT TOTAL					253.53		
001204	612000			FREIGHT							
002252	BIG IRON DIESEL REPA	RO4990	228883	2022 10 INV P					75.00	073122	291937 REPAIR ON GM CHEVY
				ACCOUNT TOTAL					75.00		
001204	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022 7.13.22	0	2022 10 INV P					1,918.19	073122	292040 MS POWER VARIOUS DE
				ACCOUNT TOTAL					1,918.19		
001204	638400			MOTOR VEHICLE EQ. R&M							
002252	BIG IRON DIESEL REPA	RO4990	228883	2022 10 INV P					1,607.82	073122	291937 REPAIR ON GM CHEVY
				ACCOUNT TOTAL					1,607.82		
001204	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4125546467	0	2022 10 INV P					59.11	073122	291958 UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4126218433	0	2022 10 INV P					59.11	073122	291958 UNIFORM RENTAL/PW S

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
											118.22		
ACCOUNT TOTAL											118.22		
ORG 001204 TOTAL											4,126.06		
001205 G O & F S DIV.													
001205	639400												
003040	HAVARD PEST CONTROL	1970413		0	2022 10	INV	P				235.00	073122	292005 HAVARD PEST CONTROL
ACCOUNT TOTAL											235.00		
ORG 001205 TOTAL											235.00		
001206 DRAINAGE DIV.													
001206	604900												
047034	BUGZ LAWN CARE	013		0	2022 10	INV	P				1,200.00	073122	291948 LANDSCAPE MAINTENAN
048836	PAYTON, RAY A.	9755		0	2022 10	INV	P				2,000.00	073122	292061 OLD AIRPORT ROAD MA
ACCOUNT TOTAL											3,200.00		
001206 606000 TELEPHONE AND TELEGRAPH													
002160	AT&T MOBILITY	287273578351X070822		0	2022 10	INV	P				479.51	073122	291933 MB2016-287/WIRELESS
ACCOUNT TOTAL											479.51		
001206 729500 OTHER IMPROVEMENTS													
004568	WALKER CONSTRUCTION	ELAINE CIRCLE #1		0	2022 10	INV	P				153,995.80	073122	292126 MB 2021-362 ELAINE
ACCOUNT TOTAL											153,995.80		
ORG 001206 TOTAL											157,675.31		
001207 CONSTRUCTION													
001207	559000												
003772	NEWELL PAPER COMPANY	4132577		228125	2022 10	INV	P				105.51	073122	292050 TOUCHFREE DISPENSER
ACCOUNT TOTAL											105.51		
001207 560000 BUILDING MATERIALS & SPLY													
002714	ECONOMY SUPPLY CO	079567		228824	2022 10	INV	P				47.75	073122	291977 PARTS FOR ICE MACHI
002714	ECONOMY SUPPLY CO	079737		228870	2022 10	INV	P				244.30	073122	291977 BLADES FOR CONST DE
											292.05		
ACCOUNT TOTAL											292.05		
001207 561000 PLUMBING SUPPLIES													
002901	GILKEY ELECTRIC SUPP	358690		228789	2022 10	INV	P				220.00	073122	291994 SUPPLIES FOR CONST
002901	GILKEY ELECTRIC SUPP	358968		228789	2022 10	INV	P				40.00	073122	291994 SUPPLIES FOR CONST

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									260.00		
									ACCOUNT TOTAL	260.00	
001207	570000										
004514	UNIVERSITY TIRE & SE	INV198912	228895	2022 10	INV	P			244.00	073122	292121 TIRES FOR UNIT#1900
									ACCOUNT TOTAL	244.00	
001207	606000										
002160	AT&T MOBILITY	287273578351X070822	0	2022 10	INV	P			121.94	073122	291933 MB2016-287/WIRELESS
									ACCOUNT TOTAL	121.94	
001207	643000										
002471	CINTAS CORPORATION # 4125546309		0	2022 10	INV	P			90.27	073122	291958 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION # 4126218289		0	2022 10	INV	P			53.57	073122	291958 UNIFORM RENTAL/CONS
									143.84		
									ACCOUNT TOTAL	143.84	
									ORG 001207 TOTAL	1,167.34	
001220											
001220	570000										
004120	SANSOM EQUIPMENT CO	P03226	228962	2022 10	INV	P			4,405.89	073122	292083 UNIT 20070 SIDE-ARM
									ACCOUNT TOTAL	4,405.89	
001220	604900										
002739	EMPIRE TRUCK SALES(J RE006036457:01		228978	2022 10	INV	P			860.02	073122	291980 UNIT 20069 O-RING S
004139	SCOTTS HYDRAULIC SER 5127		228991	2022 10	INV	P			2,620.28	073122	292084 UNIT 19947 TEAR DOW
									ACCOUNT TOTAL	3,480.30	
001220	611000										
048033	MGM RESORTS INTERNAT AR 13949		0	2022 10	INV	P			748.00	073122	292036 MML 2022 CONFERENCE
									ACCOUNT TOTAL	748.00	
001220	630500										
003700	MS POWER COMPANY	E2022 7.13.22	0	2022 10	INV	P			703.33	073122	292040 MS POWER VARIOUS DE
									ACCOUNT TOTAL	703.33	
001220	638400										
002166	AUTO ARMATURE SERVIC 28659		228872	2022 10	INV	P			349.90	073122	291934 UNIT 14406 BATTERIE
002739	EMPIRE TRUCK SALES(J RE006036100;01		227908	2022 10	INV	P			1,464.36	073122	291980 UNIT 20068 AC DRYER

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
002739	EMPIRE TRUCK SALES(J	RE006036151:01		228050	2022 10	INV	P	836.40	073122	291980	UNIT 20069 AC RECEI	
002739	EMPIRE TRUCK SALES(J	RE006036419:01		228913	2022 10	INV	P	658.24	073122	291980	UNIT 20070 A/C REPA	
								2,959.00				
003114	HOL-MAC CORPORATION	386200		228628	2022 10	INV	P	1,510.72	073122	292007	UNIT 21387 JOYSTIC	
004120	SANSOM EQUIPMENT CO	P03225		228842	2022 10	INV	P	4,405.89	073122	292083	UNIT 20074 SIDE-ARM	
004467	TRUCKWORX-JACKSON	0540525446		228915	2022 10	INV	P	210.00	073122	292116	UNIT 21704 SEN DEF	
ACCOUNT TOTAL								9,435.51				
001220	643000			UNIFORM RENT								
002471	CINTAS CORPORATION #	4125546204		0	2022 10	INV	P	36.78	073122	291959	SCD8200044758/SANIT	
002471	CINTAS CORPORATION #	4125546867		0	2022 10	INV	P	354.95	073122	291958	SC8200044758-SANIT	
002471	CINTAS CORPORATION #	4126218107		0	2022 10	INV	P	36.78	073122	291959	SANITATION MOP/MAT	
002471	CINTAS CORPORATION #	4126218879		0	2022 10	INV	P	262.87	073122	291958	SANITATION UNIFORM	
								691.38				
ACCOUNT TOTAL								691.38				
001220	688000			TIPPING FEES								
002007	98 WASTE LLC	4387		0	2022 10	INV	P	25,791.00	073122	291917	MB2016-322/ SANITAT	
002007	98 WASTE LLC	4405		0	2022 10	INV	P	1,575.00	073122	291917	MB2016-322/PARKS &	
002007	98 WASTE LLC	4446		0	2022 10	INV	P	1,414.00	073122	291917	MB2016-322/CODE ENF	
								28,780.00				
004591	WASTE MANAGEMENT OF	0013305-2526-0		0	2022 10	INV	P	1,873.11	073122	292130	MB2003-5/484 JULY R	
ACCOUNT TOTAL								30,653.11				
001220	743000			HEAVY TRUCKS								
047019	LANDERS SOUTH LLC	22ST0266F		223200	2022 10	INV	P	26,498.00	073122	292025	4 TRUCKS	
047019	LANDERS SOUTH LLC	22ST0269F		223200	2022 10	INV	P	29,383.00	073122	292025	4 TRUCKS	
047019	LANDERS SOUTH LLC	22ST0276F		223200	2022 10	INV	P	26,498.00	073122	292025	4 TRUCKS	
047019	LANDERS SOUTH LLC	22ST0294F		223200	2022 10	INV	P	26,498.00	073122	292025	4 TRUCKS	
								108,877.00				
ACCOUNT TOTAL								108,877.00				
ORG 001220 TOTAL								158,994.52				
001250				HEALTH DIVISION								
001250	513000			CHEMICALS								
002484	CLARKE MOSQUITO CONT	5101684		228944	2022 10	INV	P	810.00	073122	291962	MOSQUITO CHEMICALS	
ACCOUNT TOTAL								810.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001250	559000										
002492	CLEMTS	HARDWARE		129197	228927	2022 10	INV	P	42.99	073122	291963 WATER COOLER HEALTH
OTHER OPERATING MATL/SPLY									42.99		
ACCOUNT TOTAL									42.99		
001250	570000										
003380	LANCASTER'S	MACHINE		25196	228002	2022 10	INV	P	400.00	073122	292024 UNIT 15999 STRAIGHT
MTR VEHICLE REP. PTS/SPL											
ACCOUNT TOTAL									400.00		
001250	575500										
002166	AUTO	ARMATURE SERVIC		28711	228936	2022 10	INV	P	149.95	073122	291934 UNIT 13175 7760N AL
AGRICLTRL REPAIR PTS/SPL											
002304	BRACKMAN	MOWER WAREH		26272	228822	2022 10	INV	P	1,390.00	073122	291945 LAWN MOWER PARTS
003843	PARISH	TRACTOR (HATT	P01306		228715	2022 10	INV	P	781.73	073122	292058 FUEL TANK/UNIT#1672
003843	PARISH	TRACTOR (HATT	P01611		228914	2022 10	INV	P	544.20	073122	292058 PARTS/UNIT #16076
003843	PARISH	TRACTOR (HATT	P01612		229027	2022 10	INV	P	833.14	073122	292058 PARTS/UNIT16722
									2,159.07		
ACCOUNT TOTAL									3,699.02		
001250	638700										
002083	ALLBRITTON	CHAIN SAW		13236	228890	2022 10	INV	P	171.60	073122	291925 REPAIRS ON WEED EAT
AGRICULTURAL EQ. R&M											
003034	HATTIESBURG	HYDRAULI		95997	229049	2022 10	INV	P	372.94	073122	292004 REPAIRS ON UNIT 167
ACCOUNT TOTAL									544.54		
001250	643000										
002471	CINTAS	CORPORATION #	4125546307		0	2022 10	INV	P	148.26	073122	291958 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4125546419		0	2022 10	INV	P	104.80	073122	291958 UNIFORM SC 82000447
002471	CINTAS	CORPORATION #	4125546509		0	2022 10	INV	P	20.30	073122	291959 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4126218312		0	2022 10	INV	P	115.53	073122	291958 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4126218400		0	2022 10	INV	P	104.80	073122	291958 UNIFORM SC 82000447
002471	CINTAS	CORPORATION #	4126218447		0	2022 10	INV	P	198.05	073122	291958 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4126218535		0	2022 10	INV	P	20.30	073122	291959 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4126218583		0	2022 10	INV	P	52.81	073122	291958 UNIFORMS SC 8200044
UNIFORM RENT									764.85		
ACCOUNT TOTAL									764.85		
ORG 001250 TOTAL									6,261.40		
001260											
001260	570000										
002060	ADVANCE	AUTO PARTS	5604219976369		228750	2022 10	INV	P	969.89	073122	291921 REPAIR PARTS FOR VA
002060	ADVANCE	AUTO PARTS	5604219976371		228770	2022 10	INV	P	309.24	073122	291921 SHOP SUPPLIES-HPD
002060	ADVANCE	AUTO PARTS	5604220076425		228643	2022 10	INV	P	145.09	073122	291921 REPAIR PARTS-HPD
ANIMAL CONTROL											
MTR VEHICLE REP. PTS/SPL											

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE							
								1,424.22
004514 UNIVERSITY TIRE & SE	INV198623	228756	2022 10	INV	P	485.94 073122	292121	TIRES FOR TRAILER-H
				ACCOUNT	TOTAL	1,910.16		
		ORG 001260		TOTAL		1,910.16		
001280								HUMAN/SOC.ASST
001280 682099								UNALLOCATED CONTRIBUTIONS
004280 SOUTHERN MS PLANNING	12570	0	2022 10	INV	P	2,118.81 073122	292094	COMM REDVLOPMNT INC
				ACCOUNT	TOTAL	2,118.81		
		ORG 001280		TOTAL		2,118.81		
001402								ECONOMIC DEV.
001402 604900								OTHER PROFESSIONAL SERV.
047025 POWERS OF MISSISSIPP HPSC #11		0	2022 10	INV	P	1,518.64 073122	292071	MB 2020-139 PUBLIC
048503 PAULA F. PRICE ENTER	20722	226832	2022 10	INV	P	29,664.00 073122	292060	2-QUOTE LANE LIGHT
048727 ORION PLANNING	3597	0	2022 10	INV	P	28,613.68 073122	292055	HATTIESBURG 25-26 M
				ACCOUNT	TOTAL	59,796.32		
001402 7150LP								LIGHTING PROTECTION SYSTEM
002287 BONDED LIGHTNING PRO	843345	0	2022 10	INV	P	9,998.00 073122	291942	MB 2019-292 HPSC LI
				ACCOUNT	TOTAL	9,998.00		
001402 7150MC								MECHANICAL SYSTEM CONTROLS
047025 POWERS OF MISSISSIPP HPSC #11		0	2022 10	INV	P	5,630.11 073122	292071	MB 2020-139 PUBLIC
				ACCOUNT	TOTAL	5,630.11		
		ORG 001402		TOTAL		75,424.43		
001551								AIRPORT DIV.
001551 630500								ELECTRICITY
003700 MS POWER COMPANY	E2022 7.13.22	0	2022 10	INV	P	1,802.76 073122	292040	MS POWER VARIOUS DE
				ACCOUNT	TOTAL	1,802.76		
001551 639400								DISINFECT./EXTERMINATION
003040 HAVARD PEST CONTROL	1970415	0	2022 10	INV	P	45.00 073122	292006	HAVARD PEST CONTROL
003040 HAVARD PEST CONTROL	1970416	0	2022 10	INV	P	45.00 073122	292006	
						90.00		
				ACCOUNT	TOTAL	90.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ORG 001551	TOTAL			1,892.76		
001553					CEMETERY DIV						
001553	501000				OTHER EXPENDABLE OFF.SPL						
002709	EATON, ALVIN K (PETT PC 5/2022			0	2022	10	INV	P	67.98	073122	291976 PETTY CASH 5/2022
					ACCOUNT TOTAL				67.98		
001553	510000				CLEANING/JANITORIAL SPLY						
003772	NEWELL PAPER COMPANY 4135586			228926	2022	10	INV	P	185.52	073122	292050 6940500-1700 WHITE
003772	NEWELL PAPER COMPANY 4135862			228926	2022	10	INV	P	123.68	073122	292050 6940500-1700 WHITE
									309.20		
					ACCOUNT TOTAL				309.20		
001553	513000				CHEMICALS						
002068	AGRI-AFC LLC		1452724	228941	2022	10	INV	P	690.00	073122	291923 180266-CORNERSTONE
					ACCOUNT TOTAL				690.00		
001553	546000				MINOR EQUIPMENT						
004273	SOUTHERN GAS & SUPPL 07865819-00			228810	2022	10	INV	P	790.00	073122	292093 PURCHASE ACETYLENE/
					ACCOUNT TOTAL				790.00		
001553	560000				BUILDING MATERIALS & SPLY						
002709	EATON, ALVIN K (PETT PC 6/2022			0	2022	10	INV	P	9.50	073122	291976 PETTY CASH 6/2022
					ACCOUNT TOTAL				9.50		
001553	570000				MTR VEHICLE REP. PTS/SPL						
002413	CARQUEST AUTO PARTS 14758-13890			228931	2022	10	INV	P	104.18	073122	291951 FRO F420 DEX III/
002709	EATON, ALVIN K (PETT PC 6/2022			0	2022	10	INV	P	8.72	073122	291976 PETTY CASH 6/2022
004297	SOUTHERN TIRE MART (2520098665			228885	2022	10	INV	P	1,313.65	073122	292097 TIRES FOR BUCKET TR
					ACCOUNT TOTAL				1,426.55		
001553	575500				AGRICLTRL REPAIR PTS/SPL						
002413	CARQUEST AUTO PARTS 14758-13678			228852	2022	10	INV	P	338.48	073122	291951 NIF-82325S SCAGG 48
003034	HATTIESBURG HYDRAULI 95858			228932	2022	10	INV	P	90.59	073122	292004 HYDRAULIC HOSE FOR
					ACCOUNT TOTAL				429.07		
001553	577000				EXPENDABLE WELDING SPLY.						
002071	AIRGAS USA LLC (NORD 9989458926			0	2022	10	INV	P	84.83	073122	291924 OXYGEN/ACETYLENE CY
					ACCOUNT TOTAL				84.83		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001553	604900					OTHER PROFESSIONAL SERV.			
	003191	INTERFACE SECURITY S	20272124		0	2022 10 INV P	48.34	073122	292012 SECURITY MONITORING
						ACCOUNT TOTAL	48.34		
001553	606000					TELEPHONE AND TELEGRAPH			
	002905	GILLILANDS ELECTRONI	8368		0	2022 10 INV P	225.99	073122	291995 ADD CAT-5 FOR NEW C
						ACCOUNT TOTAL	225.99		
001553	638400					MOTOR VEHICLE EQ. R&M			
	002166	AUTO ARMATURE SERVIC	28708		228945	2022 10 INV P	352.95	073122	291934 REPLACE STARTER ON
	003380	LANCASTER'S MACHINE	25252		228976	2022 10 INV P	2,078.00	073122	292024 REPAIRS TO TRACKHOE
						ACCOUNT TOTAL	2,430.95		
001553	638600					CONSTRUCTION EQUIP R&M			
	003034	HATTIESBURG HYDRAULI	95766		228834	2022 10 INV P	716.86	073122	292004 HYDRAULIC CYLINDER
						ACCOUNT TOTAL	716.86		
001553	639400					DISINFECT./EXTERMINATION			
	003040	HAVARD PEST CONTROL	1970425		0	2022 10 INV P	40.00	073122	292006 HAVARD PEST CONTROL
	003040	HAVARD PEST CONTROL	1970426		0	2022 10 INV P	60.00	073122	292005 HAVARD PEST CONTROL
							100.00		
						ACCOUNT TOTAL	100.00		
001553	639900					OTHER REPAIRS AND MAINT.			
	002160	AT&T MOBILITY	287273578351X070822		0	2022 10 INV P	179.91	073122	291933 MB2016-287/WIRELESS
						ACCOUNT TOTAL	179.91		
001553	642000					MACHINERY RENT			
	004506	UNITED RENTALS (NORT	208228647-001		228749	2022 10 INV P	808.64	073122	292120 MINI EXCAVATOR RENT
						ACCOUNT TOTAL	808.64		
001553	643000					UNIFORM RENT			
	002471	CINTAS CORPORATION #	4124215825		0	2022 10 INV P	52.39	073122	291958 ST CONT#8200044758
	002471	CINTAS CORPORATION #	4124880196		0	2022 10 INV P	52.39	073122	291958 ST CONT# 8200044758
	002471	CINTAS CORPORATION #	4125549230		0	2022 10 INV P	52.39	073122	291958 ST CONT# 8200044758
	002471	CINTAS CORPORATION #	4126221496		0	2022 10 INV P	52.39	073122	291958 ST CONT# 8200044758
							209.56		
						ACCOUNT TOTAL	209.56		
001553	643500					MOP-MAT-RAG RENT			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION	
002471	CINTAS CORPORATION #	4124215759		0	2022 10	INV P			26.27	073122		291959	ST CONT#	8200044758
002471	CINTAS CORPORATION #	4124880162		0	2022 10	INV P			26.27	073122		291959	ST CONT#	8200044758
002471	CINTAS CORPORATION #	4125549252		0	2022 10	INV P			26.27	073122		291959	ST CONT#	8200044758
002471	CINTAS CORPORATION #	4126221339		0	2022 10	INV P			26.27	073122		291959	ST CONT#	8200044758
									105.08					
ACCOUNT TOTAL									105.08					
001553 723000 STREETS & ROADWAYS														
048265	BNR INVESTMENTS LLC	147		228646	2022 10	INV P			4,900.00	073122		291941	REMOVAL OF LARGE HA	
048265	BNR INVESTMENTS LLC	149		228886	2022 10	INV P			4,200.00	073122		291941	HAZARD TREE REMOVAL	
									9,100.00					
ACCOUNT TOTAL									9,100.00					
001553 733500 AGRICULTURAL EQUIPMENT														
002083	ALLBRITTON CHAIN SAW	91901		228933	2022 10	INV P			1,817.98	073122		291925	CHAINSAWS FOR TREE	
ACCOUNT TOTAL									1,817.98					
ORG 001553 TOTAL									19,550.44					
001560 640200 PARKING OPER.														
001560														
004530	V F W OF THE US	INV07012022		0	2022 10	INV P			75.00	073122		292122	PARKING LEASE AT VF	
004530	V F W OF THE US	INV08012022		0	2022 10	INV P			75.00	073122		292123	PARKING LEASE AT VF	
									150.00					
ACCOUNT TOTAL									150.00					
ORG 001560 TOTAL									150.00					
FUND 001 REVENUES				TOTAL:				656,498.54						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300					PKS/REC-RECREATION MAINT. DIV.						
002300	510000				CLEANING/JANITORIAL SPLY						
048909	BRADY COMPANIES, LLC	7402146	228626	2022 10	INV	P			62.44	073122	291946 P&R GRNDS MAINT CLE
048909	BRADY COMPANIES, LLC	7417927	228626	2022 10	INV	P			38.52	073122	291946 P&R GRNDS MAINT CLE
									100.96		
					ACCOUNT TOTAL						
									100.96		
002300	513000				CHEMICALS						
047024	GREENPOINT AG HOLDIN	1334781	228657	2022 10	INV	P			3,710.50	073122	291998 P&R GRNDS-HWY AND I
					ACCOUNT TOTAL						
									3,710.50		
002300	525500				LUBRICANTS						
002413	CARQUEST AUTO PARTS	14758-12794	228530	2022 10	INV	P			102.90	073122	291951 P&R GRNDS LUBRICANT
002472	CINTAS FIRST AID J71	5112453314	227995	2022 10	INV	P			618.54	073122	291960 P&R GROUNDS-SAFETY
					ACCOUNT TOTAL						
									721.44		
002300	535500				WEARING APPAREL						
002472	CINTAS FIRST AID J71	5114765645	227995	2022 10	INV	P			400.96	073122	291960 P&R GROUNDS-SAFETY
					ACCOUNT TOTAL						
									400.96		
002300	540500				CONCRETE, CEMENT, ETC.						
003473	M M C MATERIALS INC-	768041	228112	2022 10	INV	P			342.00	073122	292028 P&R 9TH ST BALLPARK
					ACCOUNT TOTAL						
									342.00		
002300	544000				HORT./LANDSCAPING SPLY.						
002703	EARTHPLANTER	I999388	228210	2022 10	INV	P			2,535.00	073122	291975 P&R GRNDS MAINT-HAN
					ACCOUNT TOTAL						
									2,535.00		
002300	546000				MINOR EQUIPMENT						
002101	AMERICAN APPLIANCE &	16568	228733	2022 10	INV	P			90.09	073122	291927 P&R DAHMER- PART IC
002492	CLEMTS HARDWARE	129092	228459	2022 10	INV	P			613.92	073122	291963 P&R GRNDS MAINT-MIN
					ACCOUNT TOTAL						
									704.01		
002300	551000				RECREATIONAL SUPPLIES						
002177	B S N SPORTS	917469992	228135	2022 10	INV	P			3,017.59	073122	291936 P&R REC SUPPLIES-SO
048554	TWO RIVERS OUTDOORS	896177	228835	2022 10	INV	P			95.00	073122	292117 P&R DAHMER PARK-BAL
					ACCOUNT TOTAL						
									3,112.59		
002300	559000				OTHER OPERATING MATL/SPLY						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002703	EARTHPLANTER			I999388	228210	2022 10	INV	P	2,235.00	073122	291975	P&R GRNDS MAINT-HAN
003772	NEWELL	PAPER	COMPANY	4134521	228649	2022 10	INV	P	673.50	073122	292050	P&R GRNDS MAINT CAN
003772	NEWELL	PAPER	COMPANY	4134676	228649	2022 10	INV	P	104.77	073122	292050	P&R GRNDS MAINT CAN
									778.27			
048554	TWO RIVERS OUTDOORS			893557	228521	2022 10	INV	P	2,000.00	073122	292117	P&R ALL BALLFIELDS-
048554	TWO RIVERS OUTDOORS			896175	228706	2022 10	INV	P	89.85	073122	292117	P&R GRNDS MAINT TPO
									2,089.85			
ACCOUNT TOTAL									5,103.12			
002300	560500			ELECTRICAL SUPPLIES								
004256	SOLAR SUPPLY INC			3454350	228593	2022 10	INV	P	3,730.95	073122	292091	P&R DAHMER RESTROOM
ACCOUNT TOTAL									3,730.95			
002300	561000			PLUMBING SUPPLIES								
003543	MCELHANEY PLUMBING I			292788	228690	2022 10	INV	P	38.85	073122	292034	P&R SAN ANTONIO-PLU
ACCOUNT TOTAL									38.85			
002300	565000			PAINT AND PAINTING SPLY.								
003926	PIONEER MANUFACTURIN			INV841115	228046	2022 10	INV	P	1,719.55	073122	292066	P&R REC MAINT BALLF
ACCOUNT TOTAL									1,719.55			
002300	570000			MTR VEHICLE REP. PTS/SPL								
003246	JERRY'S AUTOMOTIVE R			21764	228170	2022 10	INV	P	509.89	073122	292017	P&R UNIT 9603-AC RE
004299	SOUTHERN TIRE MART L			2520093974	228110	2022 10	INV	P	726.44	073122	292098	P&R TRK UNIT 21153-
ACCOUNT TOTAL									1,236.33			
002300	575500			AGRICLTRL REPAIR PTS/SPL								
002083	ALLBRITTON CHAIN SAW			91551	228554	2022 10	INV	P	70.82	073122	291925	P&R GRNDS MAINT EQU
002304	BRACKMAN	MOWER	WAREH	24707	228451	2022 10	INV	P	366.10	073122	291945	P&R GRNDS MAINT-REP
002304	BRACKMAN	MOWER	WAREH	25373	228518	2022 10	INV	P	28.00	073122	291945	P&R MOWER UNIT 2074
002304	BRACKMAN	MOWER	WAREH	25389	228522	2022 10	INV	P	41.44	073122	291945	P&R MOWER UNIT 2023
002304	BRACKMAN	MOWER	WAREH	25795	228610	2022 10	INV	P	498.45	073122	291945	P&R GRNDS MAINT-REP
									933.99			
004299	SOUTHERN	TIRE	MART L	2520097823	228741	2022 10	INV	P	59.39	073122	292098	P&R MOWER UNIT 2109
004299	SOUTHERN	TIRE	MART L	2520098009	228744	2022 10	INV	P	192.76	073122	292098	P&R TRK UNIT 21613
004299	SOUTHERN	TIRE	MART L	2520098239	228814	2022 10	INV	P	40.00	073122	292098	P&R MOWER 17085-TIR
									292.15			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							1,296.96				
002300	604900										
002275	BLUE DOLPHIN POOLS	46298	0	2022	10	INV P	840.00	073122	291940	P&R	VET/CULTRL/CITY
ACCOUNT TOTAL							840.00				
002300	606000										
002160	AT&T MOBILITY	287273578351X070822	0	2022	10	INV P	504.25	073122	291933	MB2016-287/WIRELESS	
ACCOUNT TOTAL							504.25				
002300	612000										
002101	AMERICAN APPLIANCE &	16568	228733	2022	10	INV P	20.00	073122	291927	P&R	DAHMER- PART IC
002703	EARTHPLANTER	I999388	228210	2022	10	INV P	512.00	073122	291975	P&R	GRNDS MAINT-HAN
003926	PIONEER MANUFACTURIN	INV841115	228046	2022	10	INV P	50.00	073122	292066	P&R	REC MAINT BALLF
ACCOUNT TOTAL							582.00				
002300	635500										
004234	SMITH, JIM SERVICES	91908	0	2022	10	INV P	452.00	073122	292090	P&R	TATUM TENNIS A/
004234	SMITH, JIM SERVICES	91995	0	2022	10	INV P	738.66	073122	292090	P&R	SAN ANTONIO EME
004234	SMITH, JIM SERVICES	92003	0	2022	10	INV P	526.66	073122	292090	P&R	TATUM BB EMER A
004234	SMITH, JIM SERVICES	92007	228549	2022	10	INV P	499.95	073122	292090	P&R	GRNDS MAINT SHO
							2,217.27				
ACCOUNT TOTAL							2,217.27				
002300	638400										
003246	JERRY'S AUTOMOTIVE R	21764	228170	2022	10	INV P	538.41	073122	292017	P&R	UNIT 9603-AC RE
004299	SOUTHERN TIRE MART L	2520093974	228110	2022	10	INV P	131.00	073122	292098	P&R	TRK UNIT 21153-
004299	SOUTHERN TIRE MART L	2520095915	228656	2022	10	INV P	39.95	073122	292098	P&R	TRK UNIT 21752-
							170.95				
ACCOUNT TOTAL							709.36				
002300	638700										
002083	ALLBRITTON CHAIN SAW	13541	228760	2022	10	INV P	31.50	073122	291925	P&R	BLOWER 21736-LA
002304	BRACKMAN MOWER WAREH	25588	228691	2022	10	INV P	18.50	073122	291945	P&R	UNIT# 14980-PAR
003380	LANCASTER'S MACHINE	25246	228705	2022	10	INV P	915.00	073122	292024	P&R	LABOR TO REPAIR
004299	SOUTHERN TIRE MART L	2520096935	228655	2022	10	INV P	19.95	073122	292098	P&R	MOWER UNIT 2175
004299	SOUTHERN TIRE MART L	2520097823	228741	2022	10	INV P	24.50	073122	292098	P&R	MOWER UNIT 2109
004299	SOUTHERN TIRE MART L	2520098239	228814	2022	10	INV P	30.00	073122	292098	P&R	MOWER 17085-TIR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									74.45		
ACCOUNT TOTAL									1,039.45		
002300	639400					DISINFECT./EXTERMINATION					
003040	HAVARD	PEST	CONTROL	1924476	0	2022	10	INV P	79.00	073122	292005 HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1940948	0	2022	10	INV P	65.00	073122	292005 HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1970681	0	2022	10	INV P	79.00	073122	292005 HAVARD PEST CONTROL
									223.00		
ACCOUNT TOTAL									223.00		
002300	639600					SIGN PAINTING					
004316	SPEEDY	PRINTING & SI	30396		228524	2022	10	INV P	80.00	073122	292101 P&R GRNDS MAINT-EQU
ACCOUNT TOTAL									80.00		
002300	639900					OTHER REPAIRS AND MAINT.					
047112	MSDHS			22-130771	0	2022	10	INV P	270.00	073122	292046 P&R GRNDS/COMM CENT
ACCOUNT TOTAL									270.00		
002300	644900					OTHER RENT					
002071	AIRGAS	USA LLC (NORD	9989460610		0	2022	10	INV P	84.83	073122	291924 P&R CYLINDER AND HE
002471	CINTAS	CORPORATION #	4125301999		0	2022	10	INV P	24.25	073122	291959 P&R GRNDS MAINT MAT
004281	SOUTHERN	ON SITE	STO 97086		228641	2022	10	INV P	2,150.00	073122	292095 P&R CHAIN PARK-PORT
004281	SOUTHERN	ON SITE	STO 97111		228812	2022	10	INV P	150.00	073122	292095 P&R TSP FESTIVAL-LA
									2,300.00		
047043	PORTABLE	TOILETS	97096		225799	2022	10	INV P	1,885.00	073122	292068 P&R TSP-TWO QUOTE P
ACCOUNT TOTAL									4,294.08		
002300	699900					SERVICES NOT SPECIFIED					
002169	AUTOMOTIVE	GLASS SPE	I250976		228692	2022	10	INV P	275.00	073122	291935 P&R CE ROY COMM CEN
002672	DOLEAC	ELECTRIC CO I	H26368		0	2022	10	INV P	418.65	073122	291973 P&R TATUM BB LABOR
002777	FAGAN	TREE AND SPRAY	3869		228703	2022	10	INV P	3,100.00	073122	291983 P&R LABOR TO SPRAY
003242	JEFCOAT	FENCE OF HAT	0023901		228458	2022	10	INV P	6,535.59	073122	292016 P&R DAHMER PARK FIE
047017	VERGE	ENTRANCE SOLUT	114675		228843	2022	10	INV P	651.09	073122	292125 LABOR TO REPAIR SHO
047187	FOUR SEASONS	LAWN	12977		0	2022	10	INV P	530.00	073122	291991 P&R 38TH AVE LAWN M
047187	FOUR SEASONS	LAWN	12978		0	2022	10	INV P	325.00	073122	291991 P&R HARDY ST FLOWER

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									855.00		
ACCOUNT TOTAL									11,835.33		
002300	733500	AGRICULTURAL EQUIPMENT									
002304	BRACKMAN MOWER WAREH	25579	225697	2022 10	INV	P	1,250.00	073122	291945	P&R REC MAINT-	EQUI
ACCOUNT TOTAL									1,250.00		
ORG 002300 TOTAL									48,597.96		
002315	PKS/REC-REC.ADMIN/COM.REL.										
002315	500300	PAPER									
003772	NEWELL PAPER COMPANY	4134948	228748	2022 10	INV	P	102.36	073122	292050	P&R TATUM REC OFFIC	
ACCOUNT TOTAL									102.36		
002315	546000	MINOR EQUIPMENT									
002795	FASTENAL COMPANY	MSHAT234031	228462	2022 10	INV	P	256.00	073122	291985	P&R HPR CITY POOLS-	
ACCOUNT TOTAL									256.00		
002315	551000	RECREATIONAL SUPPLIES									
048941	SWANK MOTION PICTURE	3218914	228718	2022 10	INV	P	225.00	073122	292107	OUTDOOR MOVIES JUMA	
048941	SWANK MOTION PICTURE DB	3212393	228718	2022 10	INV	P	225.00	073122	292107	OUTDOOR MOVIES - TH	
									450.00		
ACCOUNT TOTAL									450.00		
002315	560500	ELECTRICAL SUPPLIES									
002709	EATON, ALVIN K (PETT PC 6/2022		0	2022 10	INV	P	26.99	073122	291976	PETTY CASH 6/2022	
004256	SOLAR SUPPLY INC	3454059	228590	2022 10	INV	P	1,074.03	073122	292091	P&R BEN MCNAIR-ELEC	
ACCOUNT TOTAL									1,101.02		
002315	603400	OFFICIALS									
002540	CONNER, TOBARRA	07.22.22	0	2022 10	INV	P	60.00	073122	291965	HPR CONTRACT LABOR	
003958	POWELL, RANDY	07.22.22	0	2022 10	INV	P	120.00	073122	292069	HPR CONTRACT LABOR	
004221	SMITH, CARLTON L	07.22.22	0	2022 10	INV	P	60.00	073122	292089	HPR CONTRACT LABOR	
004416	TERRELL, WINSTON	7.22.22	0	2022 10	INV	P	225.00	073122	292110	HPR CONTRACT LABOR	
004432	THOMPSON, JESSE	7.22.22	0	2022 10	INV	P	225.00	073122	292111	HPR CONTRACT LABOR	
004460	TROTTER, COREY	7.22.22	0	2022 10	INV	P	250.00	073122	292114	HPR CONTRACT LABOR	
047595	MARTIN DERRICAS	7.22.22	0	2022 10	INV	P	250.00	073122	292031	HPR CONTRACT LABOR	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
048590 CRAWFORD OTTO	7.22.22		0	2022 10	INV	P	250.00 073122	291969	HPR CONTRACT LABOR
ACCOUNT TOTAL							1,440.00		
002315 604900									OTHER PROFESSIONAL SERV.
002540 CONNER, TOBARRA	7.22.22		0	2022 10	INV	P	90.00 073122	291965	HPR CONTRACT LABOR
002965 GUTHRIE, JONI S	7.22.22		0	2022 10	INV	P	180.00 073122	292001	HPR CONTRACT LABOR
003313 KETTLEY, ANNETTE	7.22.22		0	2022 10	INV	P	110.00 073122	292020	HPR CONTRACT LABOR
003508 MARTIN, MAGDALINE	7.22.22		0	2022 10	INV	P	96.00 073122	292032	HPR CONTRACT LABOR
003958 POWELL, RANDY	7.22.22		0	2022 10	INV	P	315.00 073122	292069	HPR CONTRACT LABOR
047494 WISEMAN ERIC	07.22.22		0	2022 10	INV	P	60.00 073122	292133	HPR CONTRACT LABOR
047494 WISEMAN ERIC	7.22.22		0	2022 10	INV	P	100.00 073122	292133	HPR CONTRACT LABOR
							160.00		
048422 RAY NANCY REBEKAH	7.22.22		0	2022 10	INV	P	150.00 073122	292074	HPR CONTRACT LABOR
048976 POWER YOGA &MOVEMENT	7.22.22		0	2022 10	INV	P	60.00 073122	292070	HPR CONTRACT LABOR
ACCOUNT TOTAL							1,161.00		
002315 611000									TRAVEL EXPENSE
003545 MCGEE, CHRIS	6.21.22		0	2022 10	INV	P	184.00 073122	292035	MML TRAVEL REINBURS
048033 MGM RESORTS INTERNAT AR 13949			0	2022 10	INV	P	748.00 073122	292036	MML 2022 CONFERENCE
ACCOUNT TOTAL							932.00		
002315 630000									GAS
004321 SPIRE	G2022 7.12.22		0	2022 10	INV	P	5.48 073122	292102	SPIRE VARIOUS DEPT
ACCOUNT TOTAL							5.48		
002315 630500									ELECTRICITY
003700 MS POWER COMPANY	E2022 7.13.22		0	2022 10	INV	P	7,162.76 073122	292040	MS POWER VARIOUS DE
ACCOUNT TOTAL							7,162.76		
002315 639400									DISINFECT./EXTERMINATION
003040 HAVARD PEST CONTROL	1940672		0	2022 10	INV	P	70.00 073122	292005	HAVARD PEST CONTROL
003040 HAVARD PEST CONTROL	1970398		0	2022 10	INV	P	125.00 073122	292005	HAVARD PEST CONTROL
003040 HAVARD PEST CONTROL	1970403		0	2022 10	INV	P	48.00 073122	292005	HAVARD PEST CONTROL
							243.00		
ACCOUNT TOTAL							243.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
		ORG 002315	TOTAL			12,853.62			
FUND 002	PARKS & RECREATION FUND		TOTAL:			61,451.58			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
005160								H.M.F.P.FUND-FIRE DIVISION			
005160	535500							WEARING APPAREL			
003744	NAFECO-NORTH AMERICA	1155853	228624	2022	10	INV	P	1,115.00	073122	292048	HFD TURNOUTS FOR NE
003744	NAFECO-NORTH AMERICA	1156239	228624	2022	10	INV	P	1,470.00	073122	292048	HFD TURNOUTS FOR NE
								2,585.00			
								ACCOUNT TOTAL			2,585.00
								ORG 005160	TOTAL		2,585.00
FUND 005	HATT.MUNICIPAL FIRE PROTECTION							TOTAL:			2,585.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	501000										
004495	ULINE	151043128			228719	2022 10	INV	P	222.00	073122	292118 OFFICE SUPPLIES WAT
									222.00		
009660	545000										
002709	EATON, ALVIN K (PETT PC 6/2022				0	2022 10	INV	P	28.90	073122	291976 PETTY CASH 6/2022
									28.90		
009660	604900										
003861	PATTERSON AUTO ELECT 81425				228831	2022 10	INV	P	3,105.74	073122	292059 REPAIR TO UNIT 1935
									3,105.74		
009660	606000										
002160	AT&T MOBILITY	287273578351X070822			0	2022 10	INV	P	589.54	073122	291933 MB2016-287/WIRELESS
									589.54		
009660	607000										
047562	ENCO UTILITY	INV50010			0	2022 10	INV	P	3,046.77	073122	291981 MB 2020-835 RT1 BIL
047562	ENCO UTILITY	INV50096			0	2022 10	INV	P	1,517.85	073122	291981 MB 2020-835 RT2 BIL
									4,564.62		
									4,564.62		
009660	612000										
004495	ULINE	151043128			228719	2022 10	INV	P	57.88	073122	292118 OFFICE SUPPLIES WAT
									57.88		
009660	620000										
047562	ENCO UTILITY	INV50010			0	2022 10	INV	P	1,206.25	073122	291981 MB 2020-835 RT1 BIL
047562	ENCO UTILITY	INV50096			0	2022 10	INV	P	615.94	073122	291981 MB 2020-835 RT2 BIL
									1,822.19		
									1,822.19		
009660	630000										
004321	SPIRE	G2022 7.18.22			0	2022 10	INV	P	21.26	073122	292102 SPIRE VARIOUS DEPT
									21.26		
009660	630500										
003700	MS POWER COMPANY	E2022 7.13.22			0	2022 10	INV	P	770.91	073122	292040 MS POWER VARIOUS DE
									770.91		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660	639400										
003040	HAVARD PEST CONTROL	1970401	0			2022	10	INV P	45.00	073122	292006 HAVARD PEST CONTROL
									45.00		
									ACCOUNT TOTAL		
009660	643000										
002471	CINTAS CORPORATION # 4124878545		0			2022	10	INV P	136.12	073122	291958 S/C 8200044758 UNIF
002471	CINTAS CORPORATION # 4125547968		0			2022	10	INV P	39.20	073122	291959 S/C 8200044758 UNIF
									175.32		
									ACCOUNT TOTAL		
									175.32		
									ORG 009660 TOTAL		
									11,403.36		
009672											
009672	561000										
002442	CENTRAL PIPE SUPPLY	S100302912-001	228908			2022	10	INV P	2,229.23	073122	291953 WAREHOUSE STOCK FOR
004300	SOUTHERN WATERWORKS	91411	0			2022	10	INV P	4,946.82	073122	292099 WAREHOUSE STOCK FOR
									7,176.05		
									ACCOUNT TOTAL		
009672	570000										
002413	CARQUEST AUTO PARTS	14758-13022	228352			2022	10	INV P	171.68	073122	291951 REPAIR PARTS FOR UN
002413	CARQUEST AUTO PARTS	14758-13545	228802			2022	10	INV P	54.80	073122	291951 REPAIR PARTS FOR UN
									226.48		
002700	EAGLE TIRE AND SERVI	INV061772	226708			2022	10	INV P	412.86	073122	291974 TIRES FOR UNIT # 20
002700	EAGLE TIRE AND SERVI	INV063434	227513			2022	10	INV P	1,052.03	073122	291974 TIRES FOR UNIT # 18
									1,464.89		
003034	HATTIESBURG HYDRAULI	95846	228935			2022	10	INV P	87.96	073122	292004 REPAIRS TO UNIT # 2
003712	MS STATE/TAX COMM/TA	21799	0			2022	10	INV P	12.00	073122	292045 TAX EXEMPT TAG FOR
									1,791.33		
									ACCOUNT TOTAL		
009672	604900										
002288	BONNER ANALYTICAL TE	77349	0			2022	10	INV P	1,325.00	073122	291943 ROUTINE COLIFORM TE
									1,325.00		
									ACCOUNT TOTAL		
009672	638400										
002700	EAGLE TIRE AND SERVI	INV063434	227513			2022	10	INV P	115.00	073122	291974 TIRES FOR UNIT # 18
003034	HATTIESBURG HYDRAULI	95846	228935			2022	10	INV P	190.00	073122	292004 REPAIRS TO UNIT # 2
									305.00		
									ACCOUNT TOTAL		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
							ORG 009672	TOTAL	10,597.38					
009673							W&S O&M-WATER PLANT DIVISION							
009673 570000							MTR VEHICLE REP. PTS/SPL							
002166 AUTO ARMATURE SERVIC 28627							228803	2022	10	INV	P	164.95	073122	291934 BATTERY FOR UNIT #
002413 CARQUEST AUTO PARTS 14758-13671							228851	2022	10	INV	P	85.86	073122	291951 REPAIR PARTS FOR UN
002413 CARQUEST AUTO PARTS 14758-13728							228878	2022	10	INV	P	347.19	073122	291951 TOW HITCHES & TOW B
												433.05		
							ACCOUNT TOTAL					598.00		
009673 599000							OTHER REPAIR/MAINT. SPL.							
002094 ALLIED UNIVERSAL COR I2795426							228797	2022	10	INV	P	488.00	073122	291926 150# CHLORINE FOR F
002094 ALLIED UNIVERSAL COR I2795431							228797	2022	10	INV	P	1,220.00	073122	291926 150# CHLORINE FOR F
												1,708.00		
003685 MS GRASS NURSERY 2712							228853	2022	10	INV	P	280.00	073122	292039 PALLETS CENTIPEDE S
							ACCOUNT TOTAL					1,988.00		
009673 611000							TRAVEL EXPENSE							
048033 MGM RESORTS INTERNAT AR 13949							0	2022	10	INV	P	753.64	073122	292036 MML 2022 CONFERENCE
							ACCOUNT TOTAL					753.64		
009673 612000							FREIGHT							
004120 SANSOM EQUIPMENT CO P03249							228368	2022	10	INV	P	124.51	073122	292083 7 PIN CONNECTOR CAB
							ACCOUNT TOTAL					124.51		
009673 630000							GAS							
004321 SPIRE G2022 7.12.22							0	2022	10	INV	P	26.30	073122	292102 SPIRE VARIOUS DEPT
							ACCOUNT TOTAL					26.30		
009673 630500							ELECTRICITY							
003700 MS POWER COMPANY E2022 7.13.22							0	2022	10	INV	P	27,676.74	073122	292040 MS POWER VARIOUS DE
003873 PEARL RIVER VALLEY E 2022 7.7.22							0	2022	10	INV	P	99.73	073122	292063 PRVEPA VARIOUS DEPT
							ACCOUNT TOTAL					27,776.47		
009673 639400							DISINFECT./EXTERMINATION							
003040 HAVARD PEST CONTROL 1970420							0	2022	10	INV	P	50.00	073122	292005 HAVARD PEST CONTROL
							ACCOUNT TOTAL					50.00		
009673 643500							MOP-MAT-RAG RENT							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002471	CINTAS CORPORATION #	4125548163		0	2022	10	INV	P	23.31	073122	291959 SC#8200044758- MOPS	
002471	CINTAS CORPORATION #	4126220282		0	2022	10	INV	P	23.31	073122	291959 SC#8200044758- MOPS	
									46.62			
ACCOUNT TOTAL									46.62			
009673	739900				OTHER EQUIPMENT							
004120	SANSOM EQUIPMENT CO	P03249		228368	2022	10	INV	P	6,972.66	073122	292083 7 PIN CONNECTOR CAB	
ACCOUNT TOTAL									6,972.66			
ORG 009673 TOTAL									38,336.20			
009676				W&S O&M-SEWER DIVISION								
009676	513000				CHEMICALS							
002094	ALLIED UNIVERSAL COR	I2793160		228772	2022	10	INV	P	2,935.75	073122	291926 CHLORINE FOR WATER	
002413	CARQUEST AUTO PARTS	14758-13756		228889	2022	10	INV	P	51.10	073122	291951 REPAIR PARTS FOR UN	
ACCOUNT TOTAL									2,986.85			
009676	570000				MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC	28669		228892	2022	10	INV	P	164.95	073122	291934 BATTERY FOR UNIT #	
002413	CARQUEST AUTO PARTS	14758-13530		228801	2022	10	INV	P	288.29	073122	291951 REPAIR PARTS FOR UN	
002413	CARQUEST AUTO PARTS	14758-13756		228889	2022	10	INV	P	5.59	073122	291951 REPAIR PARTS FOR UN	
									293.88			
003861	PATTERSON AUTO ELECT	81403		229006	2022	10	INV	P	844.74	073122	292059 REPAIRS TO UNIT # 1	
ACCOUNT TOTAL									1,303.57			
009676	630500				ELECTRICITY							
003700	MS POWER COMPANY	E2022 7.13.22		0	2022	10	INV	P	4,289.09	073122	292040 MS POWER VARIOUS DE	
004282	SOUTHERN PINE ELECTR	E2022 7.18.22		0	2022	10	INV	P	60.89	073122	292096 SOUTHERN PINE SEWER	
ACCOUNT TOTAL									4,349.98			
009676	636000				STREETS & STRUCTURES R&M							
004058	RJM MCQUEEN CONTRACT	2648		0	2022	10	INV	P	143,200.14	073122	292080 MB2020-179:SEWER RE	
004058	RJM MCQUEEN CONTRACT	2649		0	2022	10	INV	P	10,676.50	073122	292080 MB2020-179:SEWER RE	
									153,876.64			
ACCOUNT TOTAL									153,876.64			
009676	638400				MOTOR VEHICLE EQ. R&M							
003861	PATTERSON AUTO ELECT	81403		229006	2022	10	INV	P	874.00	073122	292059 REPAIRS TO UNIT # 1	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL		874.00			
009676	638600					CONSTRUCTION EQUIP R&M					
002083	ALLBRITTON	CHAIN	SAW	13563	228849	2022	10	INV P	245.05	073122	291925 REPAIRS TO ASSET #
002083	ALLBRITTON	CHAIN	SAW	13565	228860	2022	10	INV P	247.30	073122	291925 REPAIRS TO ASSET #
002083	ALLBRITTON	CHAIN	SAW	13654	228973	2022	10	INV P	125.39	073122	291925 REPAIRS TO ASSET #
002083	ALLBRITTON	CHAIN	SAW	91739	228696	2022	10	INV P	444.37	073122	291925 SPARE TIRES FOR MOW
								1,062.11			
						ACCOUNT TOTAL		1,062.11			
009676	739900					OTHER EQUIPMENT					
004686	WRIGHT, J H & ASSOCI			444289	228588	2022	10	INV P	68,400.00	073122	292135 SOLE SOURCE-MISSION
						ACCOUNT TOTAL		68,400.00			
						ORG 009676 TOTAL		232,853.15			
009677				W&S O&M-SEWER LAGOON DIV.							
009677	513000					CHEMICALS					
002443	CERTIFIED LABORATORI			7860643	228714	2022	10	INV P	20,857.05	073122	291954 CHERRY FLO,E-100, E
						ACCOUNT TOTAL		20,857.05			
009677	630500					ELECTRICITY					
003700	MS POWER COMPANY		E2022	7.13.22	0	2022	10	INV P	44,985.92	073122	292040 MS POWER VARIOUS DE
003873	PEARL RIVER VALLEY	E	2022	7.21.22	0	2022	10	INV P	50.00	073122	292063 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY	E	2022	7.7.22	0	2022	10	INV P	264.08	073122	292063 PRVEPA VARIOUS DEPT
								314.08			
						ACCOUNT TOTAL		45,300.00			
009677	638000					FIXED EQUIPMENT R&M					
003348	L & A CONTRACTING	CO	483-218		0	2022	10	INV P	37,077.50	073122	292021 MB2016-64: LAGOONS
003348	L & A CONTRACTING	CO	483-219		0	2022	10	INV P	48,342.50	073122	292021 MB2016-64: LAGOONS
								85,420.00			
						ACCOUNT TOTAL		85,420.00			
009677	639400					DISINFECT./EXTERMINATION					
003040	HAVARD	PEST CONTROL	1970421		0	2022	10	INV P	40.00	073122	292006 HAVARD PEST CONTROL
003040	HAVARD	PEST CONTROL	1970422		0	2022	10	INV P	40.00	073122	292006 HAVARD PEST CONTROL
								80.00			
						ACCOUNT TOTAL		80.00			
009677	643000					UNIFORM RENT					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
002471	CINTAS	CORPORATION #	4125548437	0	2022 10	INV	P	276.52	073122	291958	SC#8200044758-- UNI
002471	CINTAS	CORPORATION #	4126220679	0	2022 10	INV	P	406.36	073122	291958	SC#8200044758- UNIF
								682.88			
ACCOUNT TOTAL								682.88			
ORG 009677						TOTAL	152,339.93				
FUND 009 WATER & SEWER OPERATION/MAINT.								TOTAL:	445,530.02		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
011000								WATER & SEWER BALANCE SHEET	
011000	115000							COLLECTION FEES	
002058	ADELA INC	040201490000	6/30/22	0	2022 10 INV P	671.35	073122	291920	WATER COLLECTIONS F
					ACCOUNT TOTAL	671.35			
					ORG 011000 TOTAL	671.35			
FUND 011 WATER & SEWER FUND						TOTAL:	671.35		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					POL.FORFEITURES-POLICE DIV.						
019100					OTHER OPER.MATLS-D.A.R.E.						
019100	559200				0	2022	10	INV P	257.88	073122	292113 MB#2018-164 COMMUNI
004446	TOSHIBA	BUSINESS	SOL	5423689							
ACCOUNT TOTAL									257.88		
					EVIDENCE BUY MONEY						
019100	681700				0	2022	10	INV P	4,000.00	073122	291989 NARCOTICS BUY MONEY
002851	FORREST	CTY	SUPERVIS	2022-01							
ACCOUNT TOTAL									4,000.00		
					ORG 019100	TOTAL			4,257.88		
FUND 019 POLICE FORFEITURES FUND					TOTAL:			4,257.88			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201											
072201	601500										
003228	JACKSON, TULLOS & RO	7168			0	2022	10	INV P	702.50	073122	292015 MB 2021-61 GORDON C
003764	NEEL-SCHAFFER INC	1079132			0	2022	10	INV P	29,700.00	073122	292049 MB 2021-61 GORDON C
003764	NEEL-SCHAFFER INC	1079785			0	2022	10	INV P	17,300.00	073122	292049 MB 2021-61 GORDON C
003764	NEEL-SCHAFFER INC	1079806			0	2022	10	INV P	1,062.56	073122	292049 MB 2011-4/307 GORDO
									48,062.56		
004197	SHOWS DEARMAN & WAIT	22679			0	2022	10	INV P	1,035.00	073122	292086 MB 2012-1/34 QUINN
									ACCOUNT TOTAL		
									49,800.06		
072201	601501										
004197	SHOWS DEARMAN & WAIT	22873			0	2022	10	INV P	341.50	073122	292086 MB 2020-157 LINCOLN
									ACCOUNT TOTAL		
									341.50		
072201	601502										
003764	NEEL-SCHAFFER INC	1077980-1078141			0	2022	10	INV P	45,100.67	073122	292049 MB 2021-359 MIDTOWN
003764	NEEL-SCHAFFER INC	1079148			0	2022	10	INV P	19,701.48	073122	292049 MB 2021-359 MIDTOWN
003764	NEEL-SCHAFFER INC	1079803			0	2022	10	INV P	22,895.53	073122	292049 MB 2021-359 MIDTOWN
									87,697.68		
									ACCOUNT TOTAL		
									87,697.68		
072201	723014										
004579	WALTERS CONSTRUCTION	LAMAR BLVD RD #15			0	2022	10	INV P	163,741.51	073122	292128 MB 2020-113 LAMAR B
									ACCOUNT TOTAL		
									163,741.51		
072201	723043										
004197	SHOWS DEARMAN & WAIT	22670			0	2022	10	INV P	4,042.50	073122	292086 MB 2018-41 MLK RECO
									ACCOUNT TOTAL		
									4,042.50		
									ORG 072201 TOTAL		
									305,623.25		
									FUND 072 MUNICIPAL ROAD & BRIDGE		
									TOTAL:		
									305,623.25		

YEAR/PERIOD: 2022/10 TO 2022/10										
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570										
MASS TRANSIT-TRANSPORTATION										
073570 571001 REPAIR PARTS - FIXED ROUTE										
003861	PATTERSON AUTO ELECT	81447	227982	2022	10	INV	P	2,381.95	073122	292059 FRONT AND REAR A/C
ACCOUNT TOTAL								2,381.95		
073570 606000										
TELEPHONE AND TELEGRAPH										
002160	AT&T MOBILITY	287273578351X070822	0	2022	10	INV	P	176.91	073122	291933 MB2016-287/WIRELESS
ACCOUNT TOTAL								176.91		
073570 630500										
ELECTRICITY										
003700	MS POWER COMPANY	E2022 7.13.22	0	2022	10	INV	P	909.35	073122	292040 MS POWER VARIOUS DE
ACCOUNT TOTAL								909.35		
073570 638501										
BUS EQUIP R&M-FIXED ROUTE										
003861	PATTERSON AUTO ELECT	81349	228275	2022	10	INV	P	2,016.96	073122	292059 BUS #16760 REMOVE &
003861	PATTERSON AUTO ELECT	81447	227982	2022	10	INV	P	2,050.00	073122	292059 FRONT AND REAR A/C
								4,066.96		
ACCOUNT TOTAL								4,066.96		
073570 639400										
DISINFECT./EXTERMINATION										
003040	HAVARD PEST CONTROL	1970424	0	2022	10	INV	P	48.00	073122	292005 HAVARD PEST CONTROL
ACCOUNT TOTAL								48.00		
073570 686800										
JARC-OPERATIONS										
002956	GROVE TRANSIT	JARC 6/19-7-2/ 2022	0	2022	10	INV	P	4,975.00	073122	291999 JARC GRANT-MB #2020
002956	GROVE TRANSIT	JARC 7/3-7/16/22	0	2022	10	INV	P	4,415.00	073122	291999 JARC GRANT-MB #2020
								9,390.00		
ACCOUNT TOTAL								9,390.00		
073570 729553										
BUS SHELTER INFRAS-533										
003764	NEEL-SCHAFFER INC	1078139-1079799	0	2022	10	INV	P	104,990.11	073122	292049 MB 2021-45 FTA SIDE
ACCOUNT TOTAL								104,990.11		
ORG 073570 TOTAL								121,963.28		
FUND 073 MASS TRANSIT FUND								TOTAL:	121,963.28	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
075695											
075695	601500										
		004197	SHOWS	DEARMAN & WAIT 22629	0	2022	10	INV P	135.64	073122	292087 MB 2017-81 WATER PL
		004197	SHOWS	DEARMAN & WAIT 22681	0	2022	10	INV P	8,200.00	073122	292086 MB 2018-288 INFRAST
		004197	SHOWS	DEARMAN & WAIT 22738	0	2022	10	INV P	4,792.50	073122	292086 MB 2021-337 ARCADIA
		004197	SHOWS	DEARMAN & WAIT 22793	0	2022	10	INV P	1,887.50	073122	292086 MB 2011-4/89 CIPP S
									15,015.64		
									ACCOUNT TOTAL	15,015.64	
075695	604900										
		004280	SOUTHERN MS PLANNING	12575	0	2022	10	INV P	111.40	073122	292094 MB 2017-164 LAMAR B
									ACCOUNT TOTAL	111.40	
075695	722005										
		004197	SHOWS	DEARMAN & WAIT 22661	0	2022	10	INV P	14,327.85	073122	292086 MB 2020-138 MIDTOWN
		004197	SHOWS	DEARMAN & WAIT 22800	0	2022	10	INV P	1,960.00	073122	292086 MB 2020-138 MIDTOWN
									16,287.85		
									ACCOUNT TOTAL	16,287.85	
075695	722007										
		004197	SHOWS	DEARMAN & WAIT 22685	0	2022	10	INV P	13,984.80	073122	292086 MB 2021-306 EDWARDS
		004197	SHOWS	DEARMAN & WAIT 22736	0	2022	10	INV P	21,443.30	073122	292086 MB 2021-306 EDWARDS
		004197	SHOWS	DEARMAN & WAIT 22803	0	2022	10	INV P	27,037.20	073122	292086 MB 2021-306 EDWARDS
									62,465.30		
									ACCOUNT TOTAL	62,465.30	
075695	722008										
		004197	SHOWS	DEARMAN & WAIT 22686	0	2022	10	INV P	13,790.25	073122	292086 MB 2021-338 HBG HIG
		004197	SHOWS	DEARMAN & WAIT 22739	0	2022	10	INV P	52,096.50	073122	292086 MB 2021-338 HBG HIG
									65,886.75		
									ACCOUNT TOTAL	65,886.75	
075695	722009										
		004197	SHOWS	DEARMAN & WAIT 22687	0	2022	10	INV P	24,637.50	073122	292086 MB 2021-386 HBG HIG
		004197	SHOWS	DEARMAN & WAIT 22740	0	2022	10	INV P	14,782.50	073122	292086 MB 2021-386 HBG HIG
									39,420.00		
									ACCOUNT TOTAL	39,420.00	
075695	722099										
		003373	LAMAR PARK WATER & S	071922	0	2022	10	INV P	3,218.00	073122	292023 SEWER USAGE FOR HWY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL		3,218.00			
075695	724529						EAST JERUSALEM AREA				
004197	SHOWS DEARMAN & WAIT	22682			0	2022	10	INV P	8,540.00	073122	292086 MB 2019-88 EAST JER
						ACCOUNT TOTAL		8,540.00			
075695	736500						HYDRANTS & METERS				
002442	CENTRAL PIPE SUPPLY	S100283383.002			226689	2022	10	INV P	4,526.17	073122	291953 WATER METERS AND PA
						ACCOUNT TOTAL		4,526.17			
						ORG 075695	TOTAL		215,471.11		
FUND 075 WATER&SEWER CONSTRUCTION FUND						TOTAL:		215,471.11			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650											
077650	501000										
003825	OWENS BUSINESS MACHI	447264			228751	2022 10	INV	P	44.00	073122	292056 WASTE TONER FOR EQU
									44.00		
077650	510000										
003772	NEWELL PAPER COMPANY	4135511			228881	2022 10	INV	P	86.88	073122	292050 JANITORIAL SUPPLIES
									86.88		
077650	546000										
002709	EATON, ALVIN K (PETT PC 5/2022				0	2022 10	INV	P	21.27	073122	291976 PETTY CASH 5/2022
									21.27		
077650	561000										
003543	MCELHANEY PLUMBING I	0562708			226347	2022 10	INV	P	95.70	073122	292034 PENTAIR FILTERS FOR
003543	MCELHANEY PLUMBING I	292927			228809	2022 10	INV	P	81.85	073122	292034 MATERIAL TO REPAIR
									177.55		
									177.55		
077650	600100										
002472	CINTAS FIRST AID J71	5117274801			228597	2022 10	INV	P	272.33	073122	291960 FIRST AID KITS FOR
002472	CINTAS FIRST AID J71	5117274811			228597	2022 10	INV	P	272.33	073122	291960 FIRST AID KITS FOR
002472	CINTAS FIRST AID J71	5117274821			228597	2022 10	INV	P	272.33	073122	291960 FIRST AID KITS FOR
002472	CINTAS FIRST AID J71	5117274869			228597	2022 10	INV	P	272.33	073122	291960 FIRST AID KITS FOR
002472	CINTAS FIRST AID J71	5117274891			228597	2022 10	INV	P	272.33	073122	291960 FIRST AID KITS FOR
002472	CINTAS FIRST AID J71	5117274894			228597	2022 10	INV	P	272.33	073122	291960 FIRST AID KITS FOR
									1,633.98		
									1,633.98		
077650	604900										
002567	COURTNEY'S RESTAURAN	14852			0	2022 10	INV	P	774.43	073122	291966 REPLCD ADCRAFT MODU
003493	MALONE ROOFING SERVI	47545			228350	2022 10	INV	P	3,500.00	073122	292029 MATERIAL TO INSTALL
									4,274.43		
077650	606000										
002160	AT&T MOBILITY	287273578351X070822			0	2022 10	INV	P	60.70	073122	291933 MB2016-287/WIRELESS
									60.70		
077650	630000										
004321	SPIRE	G2022 7.18.22			0	2022 10	INV	P	62.67	073122	292102 SPIRE VARIOUS DEPT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL						62.67						
077650	635000				BUILDING R&M							
004205	SIGNS FIRST		H-80449	227763	2022	10	INV	P	3,527.26	073122	292088 SIGN REPLACEMENT AT	
ACCOUNT TOTAL						3,527.26						
077650	639200				CLEANING AND PAINTING							
003225	JACKSON, ROOSEVELT I		036370	228813	2022	10	INV	P	2,465.00	073122	292014 REPAIR CORNER MOLDI	
ACCOUNT TOTAL						2,465.00						
077650	639400				DISINFECT./EXTERMINATION							
003040	HAVARD	PEST	CONTROL	1970404	0	2022	10	INV	P	115.00	073122	292005 HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1970406	0	2022	10	INV	P	48.00	073122	292005 HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1970407	0	2022	10	INV	P	48.00	073122	292005 HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1970410	0	2022	10	INV	P	48.00	073122	292006 HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1970411	0	2022	10	INV	P	48.00	073122	292006 HAVARD PEST CONTROL
						307.00						
ACCOUNT TOTAL						307.00						
ORG 077650						TOTAL		12,660.74				
FUND 077 COMMUNITY CENTERS' FUND						TOTAL:		12,660.74				

YEAR/PERIOD: 2022/10 TO 2022/10													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
082285				CDBG-ENTITLEMENTS									
082285 684000				DUES AND MEMBERSHIPS									
003706 MS STATE UNIVERSITY MSSTATE722				0	2022 10 INV P			200.00	073122	292041	ASBESTO RECERT K.LA		
ACCOUNT TOTAL								200.00					
082285 684500				REGISTRATION FEE/TUITION									
003706 MS STATE UNIVERSITY 94530T				0	2022 10 INV P			200.00	073122	292043	ASBESTOS INSP/ASSES		
ACCOUNT TOTAL								200.00					
ORG 082285 TOTAL								400.00					
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT								TOTAL:					400.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
086300						SPEC SALES TAX/RECREATION MAIN							
086300 7295PR						CAPITAL PROJECTS							
002350		BUCKHAULTS	ELECTRIC	EAST SIDE	LIGHTS #1	0	2022	10	INV	P	278,255.00	073122	291947 MB 2021-339 EAST SI
048978		RION SNOWDEN	ARCHITE	1020		0	2022	10	INV	P	2,500.00	073122	292078 MB 2021-479 MIDTOWN
ACCOUNT TOTAL										280,755.00			
ORG 086300 TOTAL										280,755.00			
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV										TOTAL:		280,755.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
087601			INDUSTRIAL	PK-G.O.	ACQUISITIONS						
087601 602500				LEGAL							
004171	SHEMPER, MICHAEL J P	105	0	2022	10	INV	P	2,818.75	073122	292085	LEGAL SERVICES REND
004677	WISE CARTER CHILD &	228602	0	2022	10	INV	P	1,950.53	073122	292132	LEGAL SERVICES REND
047720	HOWDESHELL, PITTMAN	1007	0	2022	10	INV	P	4,968.09	073122	292009	LEGAL SERVICE RENDE
ACCOUNT TOTAL								9,737.37			
ORG 087601 TOTAL								9,737.37			
FUND 087 INDUSTRIAL PARK DEVELOPMENT								TOTAL:		9,737.37	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
088603			PUBLIC SAFETY/REC CONSTRUCTION								
088603 729501			HALL AVENUE OVERPASS								
003228	JACKSON, TULLOS & RO	7169	0	2022	10	INV P	7,830.00	073122	292015	MB	2021-229 HALL AV
003228	JACKSON, TULLOS & RO	NORFOLK-HPSD	0	2022	10	INV P	6,455.00	073122	292015	MB	2021-464 HALL AV
							14,285.00				
003764	NEEL-SCHAFFER INC	1077532	0	2022	10	INV P	1,345.00	073122	292049	MB	2021-160 HALL AV
ACCOUNT TOTAL							15,630.00				
ORG 088603 TOTAL							15,630.00				
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION							TOTAL:	15,630.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
097201								INFRA IMPROVE-INTRNT SALES TAX	
097201	723099							OTHER STREET IMPR.	
004579	WALTERS CONSTRUCTION HWY 42 OVERLAY #4	0	2022	10	INV P	82,595.52	073122	292128 MB	2021-388 HIGHWAY
						ACCOUNT TOTAL		82,595.52	
						ORG 097201	TOTAL	82,595.52	
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:						82,595.52			

** END OF REPORT - Generated by Jacqueline Thorne **