



**Tuesday, October 18, 2022
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2022-778** Approve the minutes for the October 3 & 4, 2022 meetings of the City Council.

2. **2022-769** Adopt an Ordinance for the petition filed by Mike Bonner & Max Bonner to change the zoning classification of property at 2703 Oak Grove Road from Section 4.5.10 B-3 Community Business District to Section 4.5.12 B-5 Regional Business District (Parcel No. 056E-14-023.000, PPIN 15880, Lamar County, Ward 3). The Planning Commission recommended to Approved on October 5, 2022.

3. **2022-770** Approve or Deny a petition filed by John Harmond, Joel Ford, and Jason Landry to request a variance for B-3, “30 feet”, and instead allow a setback of nineteen (19) feet for a variance of eleven (11) feet along Hardy Street and for B-3 adjacent to residentially zoned properties of “30 feet”, and instead allow a zoning buffer of ten (10) feet for a variance of twenty (20) feet for a proposed new building at 3300 Hardy Street (Ward 3). The Board of Adjustment recommended to Approve on October 5, 2022.

4. **2022-757** Approve Contractor and Owner Agreement(s) and Emergency Roof Repair Initiative Grant Award(s) for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Program Manual and authorize the Mayor to execute in triplicate.

5. **2022-768** Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for the fiscal year ending September 30, 2022.

6. **2022-775** Approve Letter Agreement with Jackson, Tullos & Rogers, PLLC to provide services related to the acquisition of property for the Midtown Roadway Improvements

Project and authorize the Mayor to execute in duplicate.

7. **2022-777** Acknowledge receipt of the Bid Package for the approval of Mississippi State Department of Health for the Water Plant # 1 Phase II project and authorize the Mayor to execute associated documents, including a DWSIRLF Loan Amendment Request.
8. **2022-772** Ratify and confirm the Mayor's appointment of Lee Jarrell Davis (replaces Michael Waits) to the Pine Belt Regional Solid Waste Authority for a term beginning October 18, 2022 and ending October 17, 2026.
9. **2022-695** Take from the Table a petition to adopt an Ordinance filed by Dennis Pierce, owner, to change the zoning classification for a property located at 4 Willow Pointe (Parcel 051L-11-038.000, PPIN 20292; Lamar County, Ward 3) from Section 4.5.9 B-2 Neighborhood Business District to Section 5.4.10 B-3 Community Business District. The Planning Commission recommended to Approve on September 7, 2022 (tabled at the September 20, 2022 meeting).

ROUTINE AGENDA

1. **2022-774** Ratification of the submitted grant application to the Georgia Pacific Foundation Grant program to fund the purchase of 2 patrol vehicles and vehicle equipment for an estimated cost of \$110,000.00.
2. **2022-765** Acknowledge receipt of the monthly budget report for the month ending September 30, 2022.
3. **2022-761** Acknowledge Proof of Publication in the Clarion Ledger for the month August 2022.
4. **2022-762** Acknowledge Proof of Publications for Hub City Spokes for the month of August and September 2022.
5. **2022-773** Acknowledge receipt of various recorded deeds for the conveyance of property related to the Gordon Creek Commons project as detailed in the attached list.
6. **2022-771** Acknowledge receipt of various recorded deeds for the conveyance of property and temporary easements related to the Hall Avenue Overpass West project as detailed in the attached list.
7. **2022-779** Acknowledge receipt of report of solid waste revenues and expenditures for fiscal year ending September 30, 2022 and authorize publication of same

8. **2022-763** Acknowledge receipt from Phillip McSwain Certificate of Attendance of the Municipal Court Clerks Statewide Seminar.
9. **2022-767** Acknowledge receipt of a grant award from the U.S. Department of Justice, Bureau of Justice Assistance, 2022 Bulletproof Vest Partnership Grant Program to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$12,400.00 (50%) of the cost of the vests.
10. **2022-776** Approve Plans and Specifications for the Jaycee Park Improvements Project and authorize advertisement for bids.
11. **2022-755** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.
12. **2022-756** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.
13. **2022-764** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
14. **2022-760** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
15. **2022-766** Approve claims docket for the period ending October 14,2022.
16. **2022-814** Approve plans and specifications for the Jaycee Park Parking Improvements Project and authorize advertisement for bids for the same.

In Memoriam:

- Mr. Joseph Crosby
- Mr. James Howard Hilton

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Kennedy, Clerk of Council
cc:
Date: Tuesday, October 18, 2022
Re: Approve the minutes for the October 3 & 4, 2022 meetings of the City Council.
File Number: 2022-778
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

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

Published Agenda



**Monday, October 3, 2022
4:00 PM**

**City Council
Monday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Agenda Review

1. **2022-733** Hold Public Hearing 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

Attachments: [PH 10 03 2022 Request to Set Public Hearing Memo](#)
 [1. 79 Dixie Pine Road Case History FINAL](#)
 [2. 117 Montague Street Case History FINAL](#)
 [3. 135 East 7th Street Case History FINAL](#)
 [4. 205 Columbia Street Case History FINAL](#)
 [5. 207 Martin Luther King Avenue Case History FINAL](#)
 [6. 213 West 7th Street Case History FINAL](#)
 [7. 215 West 7th Street Case History FINAL](#)
 [8. 217 West 7th Street Case History FINAL](#)
 [9. 518 Southern Avenue Case History FINAL](#)
 [10. 1116 Ida Avenue Case History FINAL](#)

Citizens' Forum

Work Session

1. **2022-753** HPSD 2021-2022 Accountability Ratings

Meeting Recess

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:00 p.m. Monday, October 3, 2022**, in Council Chambers at City Hall, pursuant to order adopted September 6, 2022, at Minute Book 20221 pages 540-541, to determine if the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community; same being from an adjourned meeting held on September 20, 2022.

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

Council President George called the meeting to order and explained the procedures.

Public Hearing

1. **2022-733** Hold Public Hearing 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.

Attachments: [PH 10 03 2022 Request to Set Public Hearing Memo](#)
 [1. 79 Dixie Pine Road Case History FINAL](#)
 [2. 117 Montague Street Case History FINAL](#)
 [3. 135 East 7th Street Case History FINAL](#)
 [4. 205 Columbia Street Case History FINAL](#)

- 5. 207 Martin Luther King Avenue Case History FINAL
- 6. 213 West 7th Street Case History FINAL
- 7. 215 West 7th Street Case History FINAL
- 8. 217 West 7th Street Case History FINAL
- 9. 518 Southern Avenue Case History FINAL
- 10. 1116 Ida Avenue Case History FINAL

Director of the Urban Development Department, Wiley Quinn, presented the properties to be considered. Mr. Quinn recommended the that the Council adopt resolutions determining the properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

There were no citizens present who wished to address the Council regarding properties listed for the public hearing.

By unanimous consent, Council President George **closed the public hearing at 4:10 p.m. and proceeded with the Agenda Review.**

Agenda Review

Council President George proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

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

Council Vice President Ware closed the Citizen Forum.

Work Session

Council President George proceeded with the Work Session, which included:

- 1. **2022-753** HPSD 2021-2022 Accountability Ratings presented by Dr. Robert Williams, Superintendent.

Meeting Recess

Council President George declared the meeting **recessed at 4:29 p.m., this 3rd day of October, 2022**, by unanimous consent, until the 4th day of October, 2022.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, October 4, 2022
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments

Delete Policy Item #8 and add to Routine Item #8, Addendum to the Claims Docket, Invoice payable to Hattiesburg Public Schools, at the request of the Administration.

POLICY AGENDA

- | | | |
|-----|----------|---|
| 1. | 2022-746 | Approve the minutes for the September 19 & 20, 2022 meetings of the City Council. |
| 2. | 2022-734 | Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community. |
| 3. | 2022-735 | Adopt a Resolution setting Public Hearing on Monday, November 7th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11. |
| 4. | 2022-750 | Adopt a Resolution directing the sale and award of General Obligation Bonds, Series 2022, of the City of Hattiesburg, Mississippi, to accept the proposal of Regions Bank (interest rate of 3.75%) to be dated the date of delivery thereof, in the principal amount of Five Million Five Hundred Thousand Dollars (\$5,500,000.00) and for related purposes. |
| 5. | 2022-751 | Adopt a Resolution accepting and approving the Development and Reimbursement Agreement between the City of Hattiesburg and Midtown Montevista, LLC, for the Tax Increment Financing Plan, Midtown Montevista Project. |
| 6. | 2022-752 | Adopt a Resolution declaring a moratorium on certain development in the study area known as Longleaf Village in the Avenues, described herein, for a period of 120 days to provide for the completion of the master plan study. |
| 7. | 2022-748 | Approve Change Order #1 with R & J Construction, Inc. for the Hall Avenue East project to add additional items and time to the contract for a net increase of \$325,299.00; Authorize the Mayor to execute. |
| 8. | 2022-749 | Approve Engagement of Phelps Dunbar, LLP to provide advice and counsel to the City on personnel issues and authorize the Mayor to execute the same. |
| 9. | 2022-738 | Approve MOU with Mississippi State University Extension-Center for Continuing Education (MSU CCE) and the City of Hattiesburg to provide workforce training for the LeadSafe Hattiesburg (Lead Hazard Reduction) Program funded by HUD's Department of Lead Hazard Control/Healthy Homes and authorize the Mayor to execute the same in triplicate. |
| 10. | 2022-742 | Approve and authorize Mayor to execute Cancellation of Deed of Trust from Selena Lewis, Grantor, for property at 437 Mable Street, to City of Hattiesburg, Beneficiary, recorded in the Deed of Trust Book 1927 at Page 0096-0098 in the office of the Chancery Clerk of Forrest County, Mississippi, from a HOME-eligible buyer. {Entitlement} |
| 11. | 2022-743 | Authorize the acceptance of the FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$23,492. |
| 12. | 2022-744 | Acknowledge receipt of a grant award from the Federal Emergency Management Agency (FEMA), FY 2021 Assistance to Firefighters Grant Program to purchase equipment for an estimated cost of \$61,461.52. The grant reimbursement to the city will provide \$55,874.11 of the equipment cost. |

ROUTINE AGENDA

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|----|----------|--|
| 1. | 2022-732 | Acknowledge receipt of the Privilege Tax License monthly report for August 2022. |
| 2. | 2022-741 | Acknowledge Receipt of the Two Quote Docket |
| 3. | 2022-736 | Authorize publication of Notice of Public Hearing to present the draft 2022 Annual Action Plan |
| 4. | 2022-739 | Approve publication of Request for Proposal for consultant services for the creation of the City of Hattiesburg's 2023-2027 Consolidated Plan, to include the 2023 Annual Action Plan for submission to HUD. |

- | | | |
|----|-----------------|--|
| 5. | 2022-747 | Approve plans and specifications for the Arcadia-Sunset Water System Improvements project and authorize advertisement for bidders. |
| 6. | 2022-737 | Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME} |
| 7. | 2022-740 | Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds. |
| 8. | 2022-745 | Approve claims docket for the period ending September 30, 2022. |

In Memoriam:

- Mrs. Louise Bland

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 4, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on October 3, 2022.

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

Absent: Councilmember Carter Carroll.

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Phillip McSwain.

The Pledge of Allegiance was led by Mayor Toby Barker and his daughter, Audra.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

THE MATTER OF THE AGENDA ORDER came before the Council.

Agenda Adjustments

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Delete Policy Item #8 and add to Routine Item #8, Addendum to the Claims Docket, Invoice payable to Hattiesburg Public Schools, at the request of the Administration.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2022-746** Approve the minutes for the September 19 & 20, 2022 meetings of the City Council.

Attachments: 09-19-2022 PH, AR, XS Mins
 09-20-2022 Mins

A MOTION was made by Council Member Brown and seconded by Council Vice President Dave Ware to Approve the minutes for the September 19 & 20, 2022 meetings of the City Council.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

2. **2022-734** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: PH 10 04 2022 Adopt Resolution to Condemn Memo
 1. 79 Dixie Pine Road Condemnation
 2. 117 Montague Street Condemnation
 3. 135 East 7th Street Condemnation
 4. 205 Columbia Street Condemnation
 5. 207 Martin Luther King Avenue Condemnation
 6. 213 West 7th Street Condemnation
 7. 215 West 7th Street Condemnation
 8. 217 West 7th Street Condemnation
 9. 518 Southern Avenue Condemnation
 10. 1116 Ida Avenue Condemnation

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Adopt Resolutions (#2022-122-131) condemning the following properties as unclean and a menace to the health and safety of the community.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

3. **2022-735** Adopt a Resolution setting Public Hearing on Monday, November 7, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: PH 10 04 2022 Request to Set Public Hearing Memo
 PH 10 04 2022 Resolution

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Adopt a Resolution (#2022-132) setting Public Hearing on Monday, November 7, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

4. **2022-750** Adopt a Resolution directing the sale and award of General Obligation Bonds, Series 2022, of the City of Hattiesburg, Mississippi, to accept the proposal of Regions Bank (interest rate of 3.75%), to be dated the date of delivery thereof, in the principal amount of Five Million Five Hundred Thousand Dollars (\$5,500,000.00) and for related purposes.

Attachments: Sales Resolution-General Obligation Bonds (GO) (232201) - (10_4_2022)
 COH General Obligation Bonds (GO) (232201) - Notice of Bond Sale for Paper

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to suspend Robert's Rules of Order for explanation.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Adopt a Resolution (#2022-133) directing the sale and award of General Obligation Bonds, Series 2022, of the City of Hattiesburg, Mississippi, to accept the proposal of Regions Bank (interest rate of 3.75%), to be dated the date of delivery thereof, in the principal amount of Five Million Five Hundred Thousand Dollars (\$5,500,000.00) and for related purposes.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

5. **2022-751** Adopt a Resolution accepting and approving the Development and Reimbursement Agreement between the City of Hattiesburg and Midtown Montevista, LLC, for the Tax Increment Financing Plan, Midtown Montevista Project.

Attachments: Midtown Montevista TIF - Resolution approving Development Agreement
 Midtown Montevista TIF - Development and Reimbursement Agreement
 Hattiesburg - Midtown Montevista TIF - Exhibit B - Highway Grant Work

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Adopt a Resolution (#2022-134) accepting and approving the Development and Reimbursement Agreement between the City of Hattiesburg and Midtown Montevista, LLC, for the Tax Increment Financing Plan, Midtown Montevista Project.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

6. **2022-752** Adopt a Resolution declaring a moratorium on certain development in the study area known as Longleaf Village in the Avenues, described herein, for a period of 120 days to provide for the completion of the master plan study.

Attachments: Moratorium Resolution
Moratorium Resolution Exhibit A
Moratorium Resolution Exhibit B

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Adopt a Resolution (#2022-135) declaring a moratorium on certain development in the study area known as Longleaf Village in the Avenues, described herein, for a period of 120 days to provide for the completion of the master plan study.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

7. **2022-748** Approve Change Order #1 with R & J Construction, Inc. for the Hall Avenue East project to add additional items and time to the contract for a net increase of \$325,299.00; Authorize the Mayor to execute.

Attachments: 9-26-22 Hall East - Change Order #1

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Approve Change Order #1 with R & J Construction, Inc. for the Hall Avenue East project to add additional items and time to the contract for a net increase of \$325,299.00; Authorize the Mayor to execute.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

8. **Deleted**

9. **2022-738** Approve MOU with Mississippi State University Extension-Center for Continuing Education (MSU CCE) and the City of Hattiesburg to provide workforce training for the LeadSafe Hattiesburg (Lead Hazard Reduction) Program funded by HUD's Department of Lead Hazard Control/Healthy Homes and authorize the Mayor to execute the same in triplicate.

Attachments: 027717C 9-22 City of Hattiesburg Urban Development MOU

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Approve MOU with Mississippi State University Extension-Center for Continuing Education (MSU CCE) and the City of Hattiesburg to provide workforce training for the LeadSafe Hattiesburg (Lead Hazard Reduction) Program funded by HUD's Department of Lead Hazard Control/Healthy Homes and authorize the Mayor to execute the same in triplicate.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

10. **2022-742** Approve and authorize Mayor to execute Cancellation of Deed of Trust from Selena Lewis, Grantor, for property at 437 Mable Street, to City of Hattiesburg, Beneficiary, recorded in the Deed of Trust Book 1927 at Page 0096-0098 in the office of the Chancery Clerk of Forrest County, Mississippi,

from a HOME-eligible buyer. {Entitlement}

Attachments: Release of Deed of Trust 437 Mable Street - Selena Lewis

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Approve and authorize Mayor to execute Cancellation of Deed of Trust from Selena Lewis, Grantor, for property at 437 Mable Street, to City of Hattiesburg, Beneficiary, recorded in the Deed of Trust Book 1927 at Page 0096-0098 in the office of the Chancery Clerk of Forrest County, Mississippi, from a HOME-eligible buyer. {Entitlement}.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

- 11. 2022-743** Authorize the acceptance of the FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$23,492.

Attachments: 15PBJA-22-GG-02633-JAGX Award Email Notice
 2022 Award Package

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Authorize the acceptance of the FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$23,492.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

- 12. 2022-744** Acknowledge receipt of a grant award from the Federal Emergency Management Agency (FEMA), FY 2021 Assistance to Firefighters Grant Program to purchase equipment for an estimated cost of \$61,461.52. The grant reimbursement to the city will provide \$55,874.11 of the equipment cost.

Attachments: Award Notice
 FY21 AFG Welcome Letter
 Award Notification (Application Number_ EMW-2021-FG-04328)

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Acknowledge receipt of a grant award from the Federal Emergency Management Agency (FEMA), FY 2021 Assistance to Firefighters Grant Program to purchase equipment for an estimated cost of \$61,461.52. The grant reimbursement to the city will provide \$55,874.11 of the equipment cost.

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

Yeas: 4 - George, Delgado, Ware and Brown

Nays: 0

Absent: 1 - Carroll

1. **2022-732** Acknowledge receipt of the Privilege Tax License monthly report for August 2022.

 Attachments: Privilege Tax License Monthly Report August 2022

2. **2022-741** Acknowledge Receipt of the Two Quote Docket

 Attachments: Two Quote Docket

3. **2022-736** Authorize publication of Notice of Public Hearing to present the draft 2022 Annual Action Plan

 Attachments: 2022 Action Plan Draft_11012022, Notice of Public Hearing
 2022 Action Plan Draft_10042022

4. **2022-739** Approve publication of Request for Proposal for consultant services for the creation of the City of Hattiesburg's 2023-2027 Consolidated Plan, to include the 2023 Annual Action Plan for submission to HUD.

 Attachments: CoH CON Plan RFP_2023 - 10042022

5. **2022-747** Approve plans and specifications for the Arcadia-Sunset Water System Improvements project and authorize advertisement for bidders.

 Attachments: Advertisement for Bidders
 12229_Plans_Street Ready Set_2022-09-22
 12229_Plans_Street Ready Set_2022-09-22

6. **2022-737** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}

 Attachments: Manual Check Memo 10042022

7. **2022-740** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

 Attachments: Memo's (10-04-2022)
 Receipts (10-04-2022)
 Deeds (10-04-2022)

8. **2022-745** Approve claims docket for the period ending September 30, 2022.

 Attachments: DOCKET 093013
 9.30.22 DT
 Addendum to the Claims Docket - Hattiesburg Public Schools

In Memoriam:

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

- Mrs. Louise Bland

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:12 p.m., this 4th day of October, 2022**, by unanimous consent, until the 17th day of October, 2022.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, October 18, 2022

Re: Adopt an Ordinance for the petition filed by Mike Bonner & Max Bonner to change the zoning classification of property at 2703 Oak Grove Road from Section 4.5.10 B-3 Community Business District to Section 4.5.12 B-5 Regional Business District (Parcel No. 056E-14-023.000, PPIN 15880, Lamar County, Ward 3). The Planning Commission recommended to Approved on October 5, 2022.
File Number: 2022-769
Minute Book #

Summary

Adopt an Ordinance to rezone 2703 Oak Grove Road B-3 to B-5, Ward 3

Recommendation Statement

Adopt an Ordinance to rezone 2703 Oak Grove Road B-3 to B-5, Ward 3

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



Planning Commission Case Fact Sheet

Name of Petitioner: Mike Bonner, Owner, Max Bonner, Applicant

Address of Property:	Tax Parcel	PPIN:	Ward:
2703 Oak Grove Road	056E-14-023.000	18550	3

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification of property at 2703 Oak Grove Road from Section 4.5.10 B-3 Community Business District to Section 4.5.12 B-5 Regional Business District (Parcel No. 056E-14-023.000, PPIN 15880, Lamar County, Ward 3).

Applicant Summary: See Attached
Applicable Regulations:

SECTION 4 Zoning Districts Established

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

4.5.12 B-5 Regional Business District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

SECTION 5 USE REGULATIONS AND CONDITIONS

Cannabis Dispensary Conditions for Use

5.4.12.1 Odor prevention plan to mitigate odor from leaving the building, suite and/or site required for all cannabis related businesses

5.4.12.4 Cannabis bi-product or waste shall not be stored outside of the building

SECTION 10

Signs

10.9.12 No outdoor advertising signs may contain depictions of cannabis plants or cannabis products. This includes an image or visual representation of a cannabis leaf, plant, or the likeness thereof that explicitly suggests or represents a cannabis leaf or plant, or an image that indicates the presence of a product, such as smoke, etc. Nor may any signage be designed in any manner that would be especially appealing to children or other persons under twenty-one years of age.

SECTION 13

DEFINITIONS

Cannabis – All medical cannabis-related terms referenced herein are as defined by the State of Mississippi. All cannabis-related businesses must be licensed by the state and city before opening.

Present Zoning:

The parcel is currently zoned B-3, Community Business

Present Use:

Non-medical laboratory

Future Land Use:

Community Business Corridor

Surrounding Zoning and Land Use:

North: B-3 Community Business
South: B-3 Community Business
East: Outside of City Limits
West: Outside of City Limits

Letters or Concerns stated:

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

History / Background:

The petitioner met with staff and administration to discuss rezoning the property to B-5 to expand the use of the existing laboratory to allow for the use of a “Cannabis Laboratory” which is currently not permitted in B-3 zoning.

There are no other B-5 zones in the area and the future land use

Item: A
Mike Bonner, Owner, Max Bonner, Applicant
Request for: **Zoning Change**

maps do not plan for the intensity of use that B-5 zoning would allow for. The Planning Commission should consider the impact B-5-related uses may have on Oak Grove Road related to use, access, and traffic.

If the Planning Commission believes the proposed use is appropriate but the zoning is not, it would be appropriate to consider a change to the Medical Cannabis text rather than a change to the zoning.

Option: Basis for approval (Zoning Change):

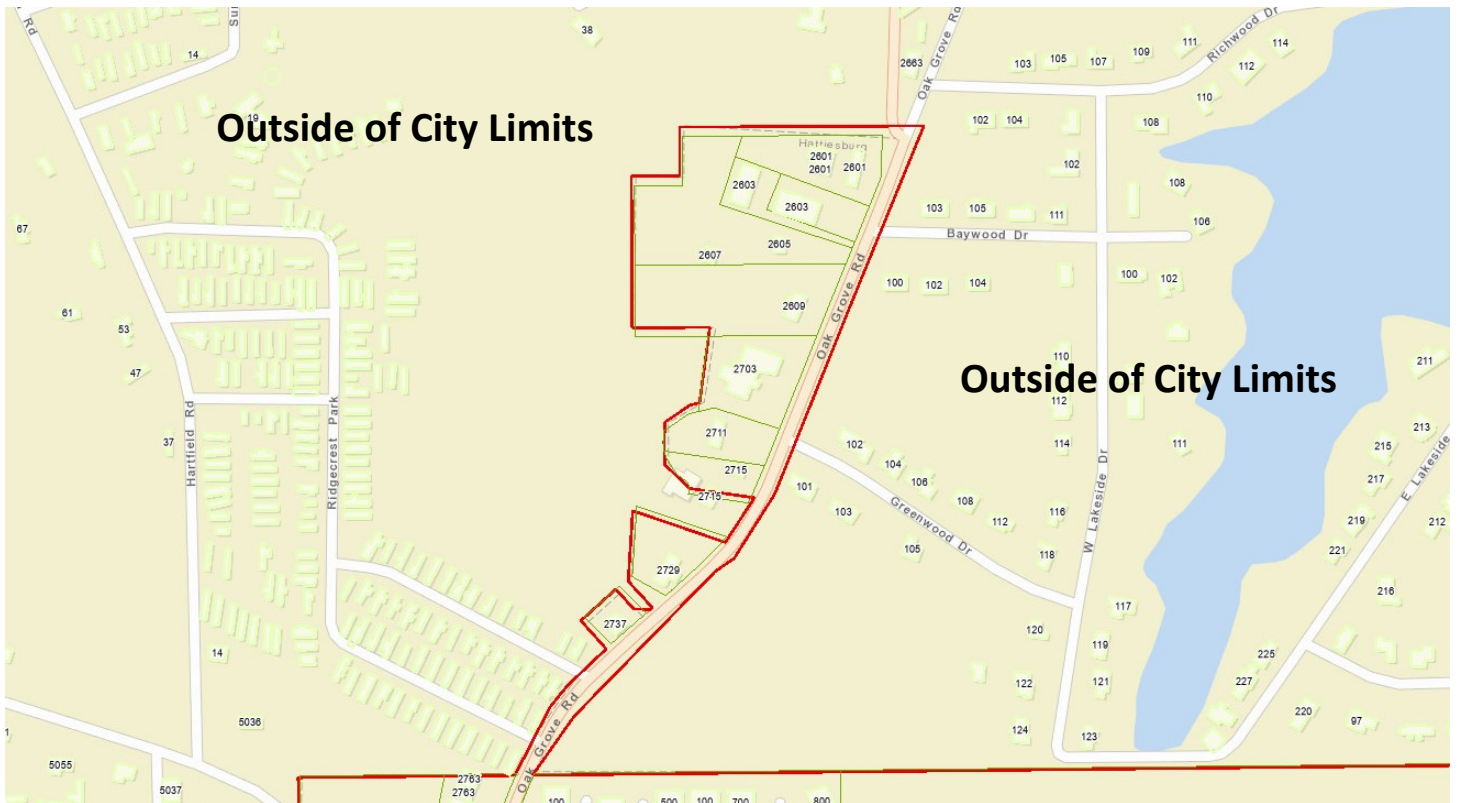
- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified **and** there is a public need for the rezoning
- III. Annexation

SUBJECT PARCEL:
2703 Oak Grove Road

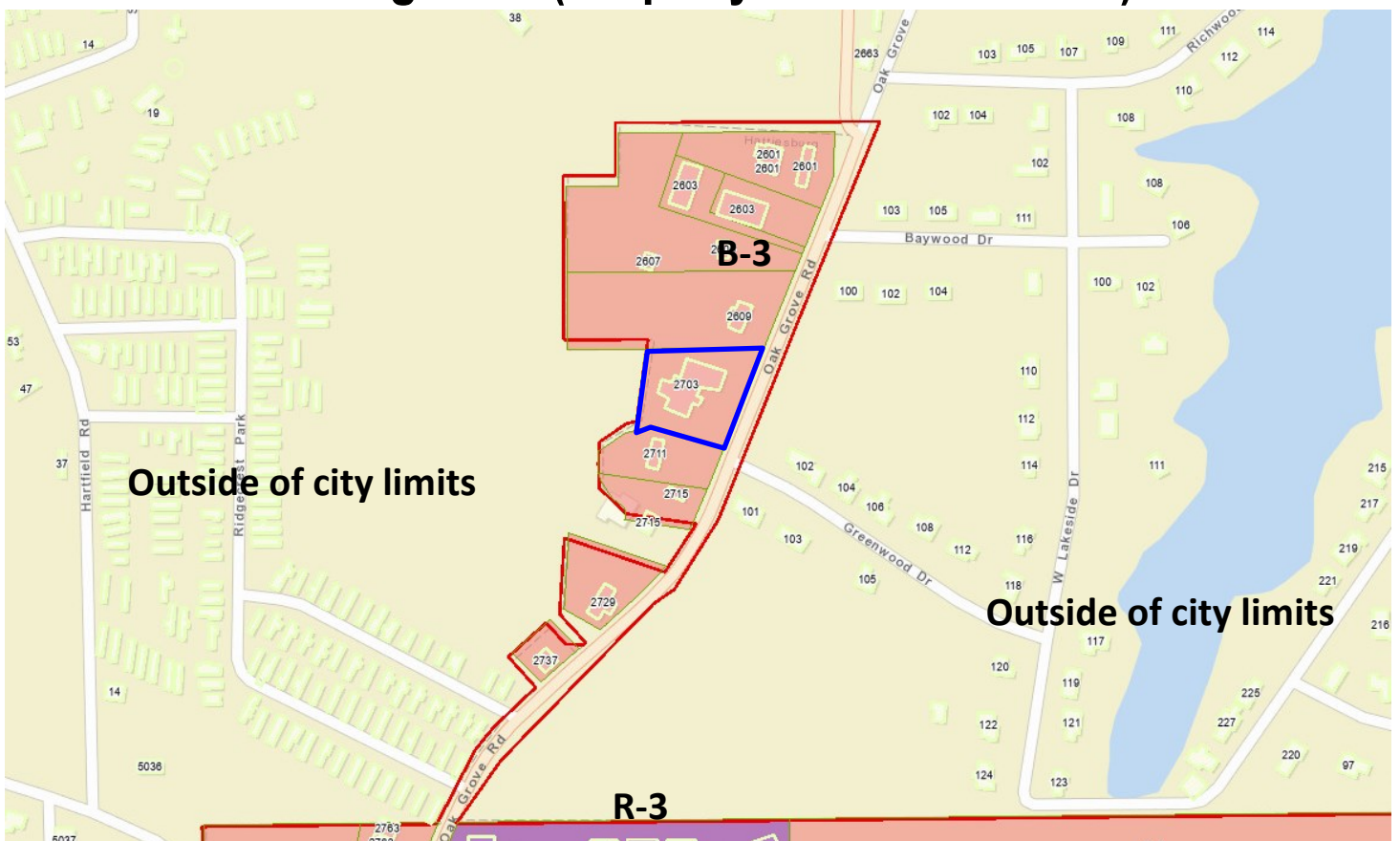
To consider an application to change the zoning classification of property at 2703 Oak Grove Road from Section 4.5.10 B-3 Community Business District to Section 4.5.12 B-5 Regional Business District (Parcel No. 056E-14-023.000, PPIN 15880, Lamar County, Ward 3).



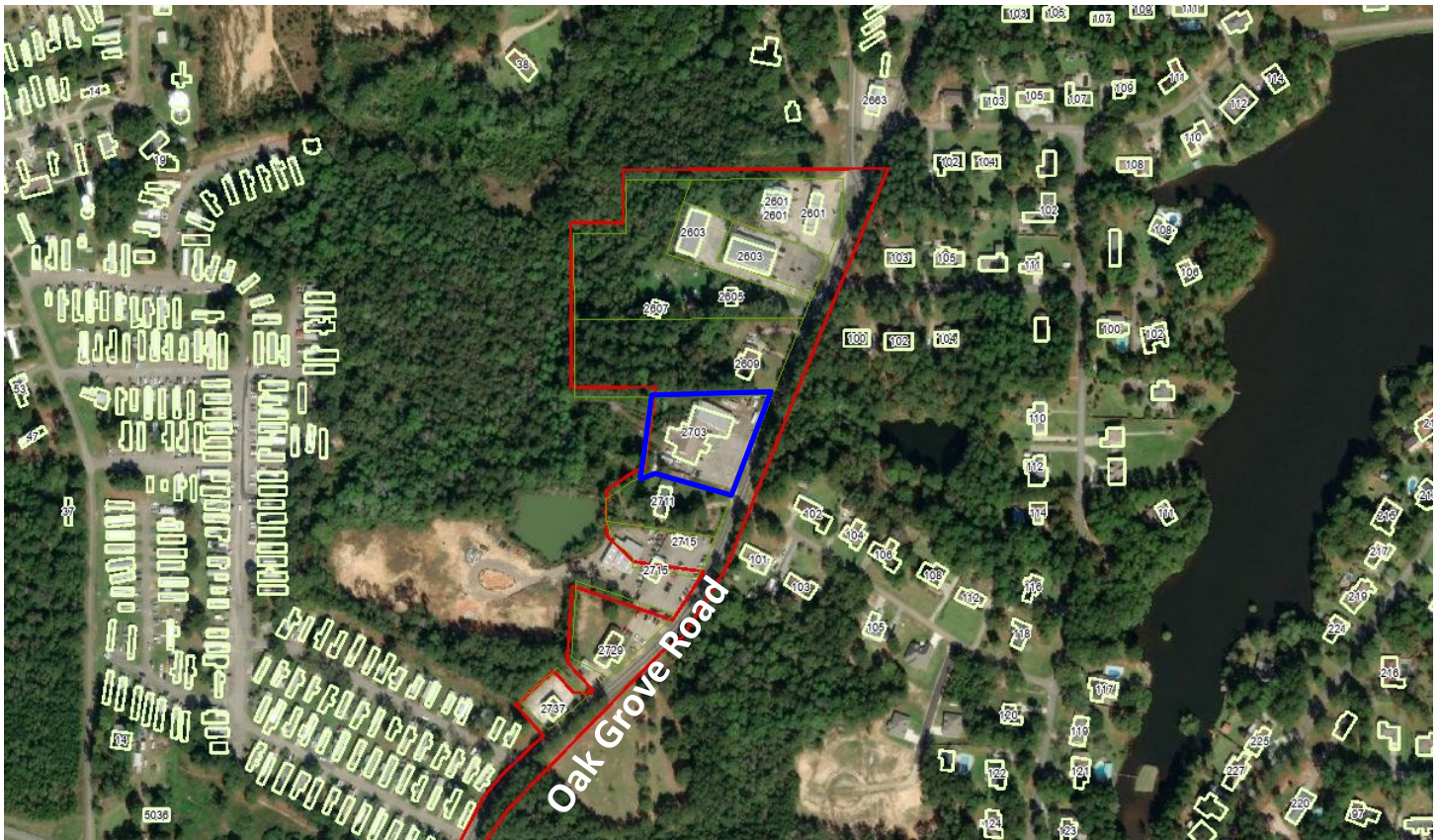
Vicinity Map—Ward 3



Zoning—B-3 (Property Outlined in Blue)



Site Aerial



Site Aerial (Focused)



SURROUNDING AREA

North: B-3 Community Business

Legal Non-conforming Single-Family Dwelling



B-3 Community Business

Legal Non-conforming Single-Family Dwelling (potentially vacant)



West: Outside of City Limits



East: Outside of City Limits



SURROUNDING AREA

Streetscape at intersection of Oak Grove Road and Weathersby Road



Streetscape south of Bonner Analytical (facing south)

Approximately 2737 Oak Grove Road



Streetscape south of Bonner Analytical (facing north)

Approximately 2729 Oak Grove Road

Streetscape in front of Bonner Analytical



Rezoning Information

Bonner Analytical Testing Company, located at 2703 Oak Grove Road, request rezoning from B3 to B5 due to material changes of the immediate and surrounding areas and the need for public change.

The immediate area constantly observes high traffic volumes that are not associated to county school systems, university calendar systems, or week-day specific.

These findings clearly indicate that conditions for the traffic flow have changed since the initial zoning which is directly related to the immediate and surrounding areas associated to Oak Grove Road that act as a service road junction to

- a. Hwy 98/Hardy Street by means of Weathersby Rd., Mayfair Rd., and Westover Rd.,
- b. Lincoln Road,
- c. Lincoln Road Extension, and
- d. the Oak Grove community

Material Changes:

- 1) Intersection of Lincoln Road/Lincoln Road Extension and Oak Grove Road has been revamped to include 4-way light system for high throughput traffic.
- 2) Current developments of an expected round-about construction at the 3-way intersection of Weathersby Road and Oak Grove Road to alleviate traffic backup at our facility (approximately 0.15 miles from requested rezoning area).
- 3) Lane widening along Lincoln Road and extensive road construction at the intersection of Lincoln Road and Hedgewood Drive.
 - a. One would expect that a 4-way traffic light system will be installed in the future to address the current traffic flow.
- 4) Vast reconstruction and lane widening on Lamar Road that's expected to bring major land and business developments.
- 5) The continuous land development along Lincoln Road Extension which is directly related to the high traffic throughput of the immediate and surrounding areas.

Public Need:

Cultivating and Micro-Cultivating around the Jackson area and south of the Jackson area have contacted Bonner Analytical requesting their laboratory services.

The key to the testing laboratory is to conduct **ALL** testing requirements. Providing only specific testing would require additional transshipment to fulfill all state testing requirements, resulting in a significant decrease in turn-around-time that ultimately effects supply chains.

Currently, the only laboratory taking this approach with full ISO certification is Steep Hill Labs in Jackson and **will possibly be the only** laboratory available for testing when the first crop is ready.

Rezoning Information

Steep Hills owner further acknowledges that there must be more testing labs. Why? Testing is the easy part, the challenge for the laboratory to stay compliant with state and federal law and ISO certification. *Any failure of meeting a single standard will immediately result in a laboratory suspension where regaining eligibility can take several months.*

A scenario of only one testing laboratory where the lab fails to meet a standard could result in a “no-testing” period during crop harvesting. Therefore, all crops would possible be required to be destroyed. Major set-back to the industry!

Hattiesburg area consist of two major colleges that both provide undergraduate and/or graduate degrees in forensic science. A forensic based laboratory keeps those graduates in Hattiesburg!!

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY
OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 2703
OAK GROVE ROAD FROM SECTION 4.5.10 B-3 COMMUNITY BUSINESS DISTRICT
TO SECTION 4.5.12 B-5 REGIONAL BUSINESS DISTRICT.
BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:

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

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

Commencing at the Northwest Corner of the Southeast Quarter, Southwest Quarter, Section 14, Township 4 North, Range 14 West, Lamar County, Mississippi, thence run North 89 degrees 20 minutes East along the North boundary of said Southeast Quarter, Southwest Quarter for 1,232.8 feet to the West R.O.W. of the Hattiesburg-Oak Grove Public Road to and for a point of beginning, thence run South 21 degrees 40 minutes West along said boundary of said road for 306.5 feet, thence run North 72 degrees 00 minutes West 206.1 feet, thence run South 76 degrees 56 minutes West for 50 feet, thence run North 08 degrees 05 minutes East for 231 feet to the North Boundary of said Southeast Quarter, Southwest Quarter, thence run North 89 degrees 20 minutes East along said North boundary for 325 feet back to the Point of Beginning, and located in the Southeast Quarter, Southwest Quarter, Section 14, Township 4 North, Range 14 West, Lamar County, Mississippi.

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

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, October 18, 2022

Re: Approve or Deny a petition filed by John Harmond, Joel Ford, and Jason Landry to request a variance for B-3, “30 feet”, and instead allow a setback of nineteen (19) feet for a variance of eleven (11) feet along Hardy Street and for B-3 adjacent to residentially zoned properties of “30 feet”, and instead allow a zoning buffer of ten (10) feet for a variance of twenty (20) feet for a proposed new building at 3300 Hardy Street (Ward 3). The Board of Adjustment recommended to Approve on October 5, 2022.
File Number: 2022-770
Minute Book #

Summary

3300 Hardy Street – Variance – Front setback & Zoning Buffer, Ward 3

Recommendation Statement

Approve or deny variance for 3300 Hardy Street

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



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: John Harmond, Applicant, Joel Ford, Engineer, and Jason Landry, Architect

Address of Property:	Tax Parcel	PPIN:	Ward:
3300 Hardy Street	2-028N-07-113.00	26484	3
	2-028N-07-112.00	26485	3

Request: **Front Setback Variance and Zoning Buffer Variance**

Purpose of Request: To consider a variance from section 6, Table 6.1 "Minimum Front Setback" for B-3, "30 feet", and instead allow a setback of nineteen (19) feet for a variance of eleven (11) feet along Hardy Street and to request a variance from section 7, Table. 7.11-2 "Zoning Buffer Requirements" for B-3 adjacent to residentially zoned properties of "30 feet", and instead allow a zoning buffer of ten (10) feet for a variance of twenty (20) feet for a proposed new building at 3300 Hardy Street (Parcel No. 2-028N-07-113.00, 2-028N-07-112.00 and PPIN 26484, 26485, Forrest County, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts

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

SECTION 6 Dimensions

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

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20
B-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30
B-4	No minimum/ none	-	No limit	0	10	0	0	135 feet or 10 stories	100%	40
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50

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

SECTION 7

Design Standards

Table 7.11-2 Zoning Buffer Requirements

Table 7.11-2 Zoning Buffer Requirements														
Zones	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1/B-2	B-3	B-4	B-5	I-1	I-2	Buffer Yard Specifications
R-3	10'	10'	10'	10'	10'	10'	-	-	-	-	-	-	-	Type 10 shall consist of a landscaped area a minimum of 10 feet in width, landscaped with One (1) large canopy tree (ultimate height 50± feet) for every seventy-five (75) lineal feet of buffer yard and Three (3) medium evergreen trees (planted on a 25 foot triangular staggered spacing) and one small ornamental tree for every 75 lineal feet of buffer yard.
B-1/ B-2	20'	20'	20'	20'	20'	20'	20'	20'	-	-	-	-	-	Type 20 shall consist of a landscaped area a minimum of 20 feet in width, landscaped as an opaque barrier. One large canopy tree (ultimate height 50± feet) and 2 small ornamental deciduous trees spaced 30 feet on center for every 60 lineal feet of buffer yard. An opaque wall may be substituted for landscape screening.
B-3	30'	30'	30'	30'	30'	30'	30'	-	-	-	-	-	-	Type 30 shall consist of a landscaped area a minimum of 30 feet in width, landscaped as an opaque barrier, one large canopy tree (ultimate height 50± feet) for every 60 lineal feet of buffer yard and 1 medium evergreen tree planted on a triangular staggered spacing for every 15 lineal feet of buffer yard.

Present Zoning: B-3 (Community Business District)

Present Use: Vacant Lot

Future Land Use: Community Business Corridor

**Surrounding Zoning:
and Land Use:** North: B-3 (Community Business District)
South: R-1A (Single-Family Residential)
East: B-3 (Community Business District)
West: B-3 (Community Business District)

**Letters or
Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case as of September 21, 2022; no letters of support are on file as of the above date.

History / Background: The petitioners met with staff on August 4th, 2022 in Pre-Application and presented a proposed site plan for a new building for Century First Federal Credit Union on the vacant parcel adjacent to their

current branch on Hardy Street. The applicant identified the need for a front setback reduction, which would bring the building closer to Hardy Street and provide more building space for their proposed building. The site design shows their existing property connecting to the proposed building using a vehicle access aisle, which encroaches on the 30-foot vegetative zoning buffer requirement for B-3 adjacent to single-family residential.

Century First Federal Credit Union also owns the undeveloped lot directly to the south of their existing branch and has proposed to expand their parking into the lot. As the property is zoned R-1A, parking as a primary use is not permitted in that zoning district. Given the lot is currently used as a maintained turf lawn and serves as a transition space between the Hardy Street commercial corridor and University Heights Neighborhood, staff suggested to the applicant to convert the space into a public park, which would allow for parking on the lot and provide an amenity to the neighborhood. The applicants worked with staff and created a public "pocket park", which addresses the need for open public space and provides additional parking for the bank.

The reduction of the front setback also allows for a more developable area on site, allowing for parking to be located on the side of the building, instead of in front of the building. Locating parking to the side allows for the building façade to be showcased, instead of a parking lot, which is a more desirable streetscape on a prominent corridor in the City of Hattiesburg. The reduction in the front setback may be seen as consistent with existing and future development to the east in Midtown within the Form-Based Code. The City has established a desire for more dense development in the center of town. This development follows that similar pattern.

The reduction in the zoning buffer requirement should be carefully considered with single-family residential use immediately to the south of the site. The Board of Adjustment should consider requiring enhanced separation including heavy landscaping and/or opaque barrier between the commercial development and the residential use. Vegetated zoning buffers are designed to prevent a conflict between land uses, preventing any damaging effects of one kind of land use on another. The effect of a landscape buffer is mainly physical, providing space, obstructing undesirable views, and reducing the impact of commercial land use on surrounding residential land uses. It also serves as an acoustic barrier, attempting to reduce any noise emanating from the two conflicting land uses. The Board of Adjustment can request certain conditions with variance requests, i.e., additional, more substantial, or specific landscape requirements for a residential buffer.

Basis for Approval (12.4.1.1):

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

SUBJECT PARCEL: 3300 Hardy Street

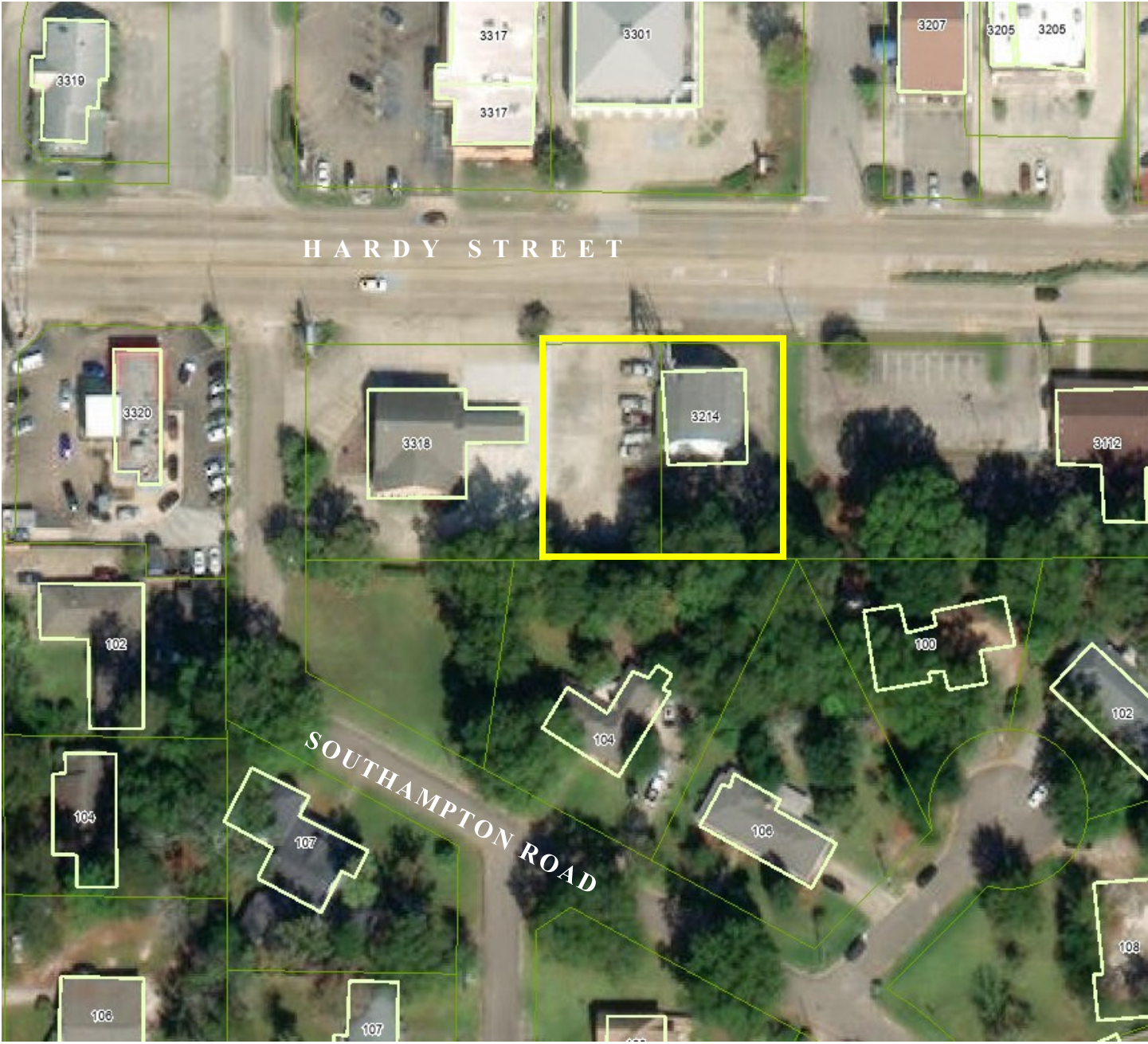
John Harmond, Applicant, Joel Ford, Engineer, and Jason Landry,
Architect

The petitioners request a variance from section 6, Table 6.1 “Minimum Front Setback” for B-3, “30 feet”, and instead allow a setback of nineteen (19) feet for a variance of eleven (11) feet along Hardy Street and to request a variance from section 7, Table. 7.11-2 “Zoning Buffer Requirements” for B-3 adjacent to residentially zoned properties of “30 feet”, and instead allow a zoning buffer of ten (10) feet for a variance of twenty (20) feet for a proposed new building at 3300 Hardy Street (Parcel No. 2-028N-07-113.00, 2-028N-07-112.00 and PPIN 26484, 26485, Forrest County, Ward 3).





Site Aerial



SURROUNDING AREA

Northern Direction: B-3

Restaurants / Retail



Southern Direction: R-1A

Single-Family Residential



Eastern Direction: B-3

Financial Institution

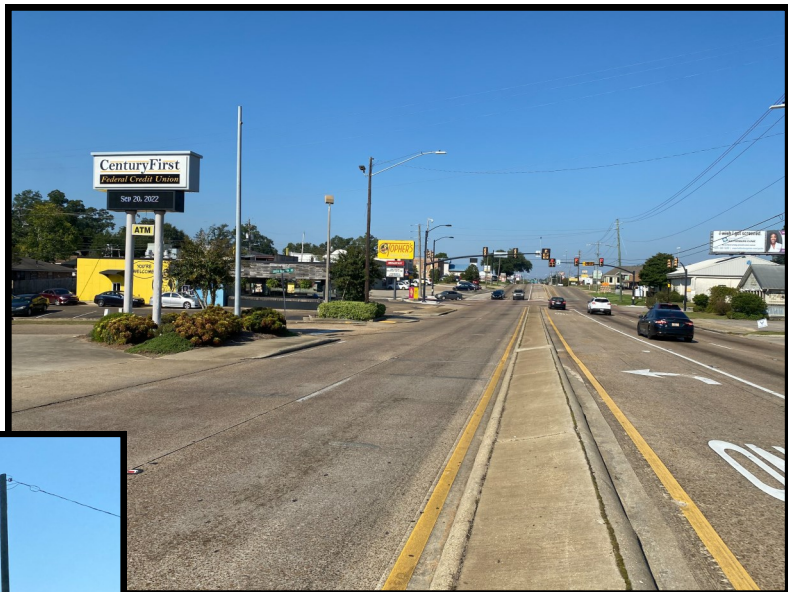
Western Direction: B-3

**Existing CenturyFirst Federal
Credit Union Building**



SURROUNDING AREA

Hardy Street Streetscape Facing West



Hardy Street Streetscape Facing East

Existing Conditions at rear side of CFFCU Building where the proposed drive-aisle will connect to new building and will encroach on zoning buffer



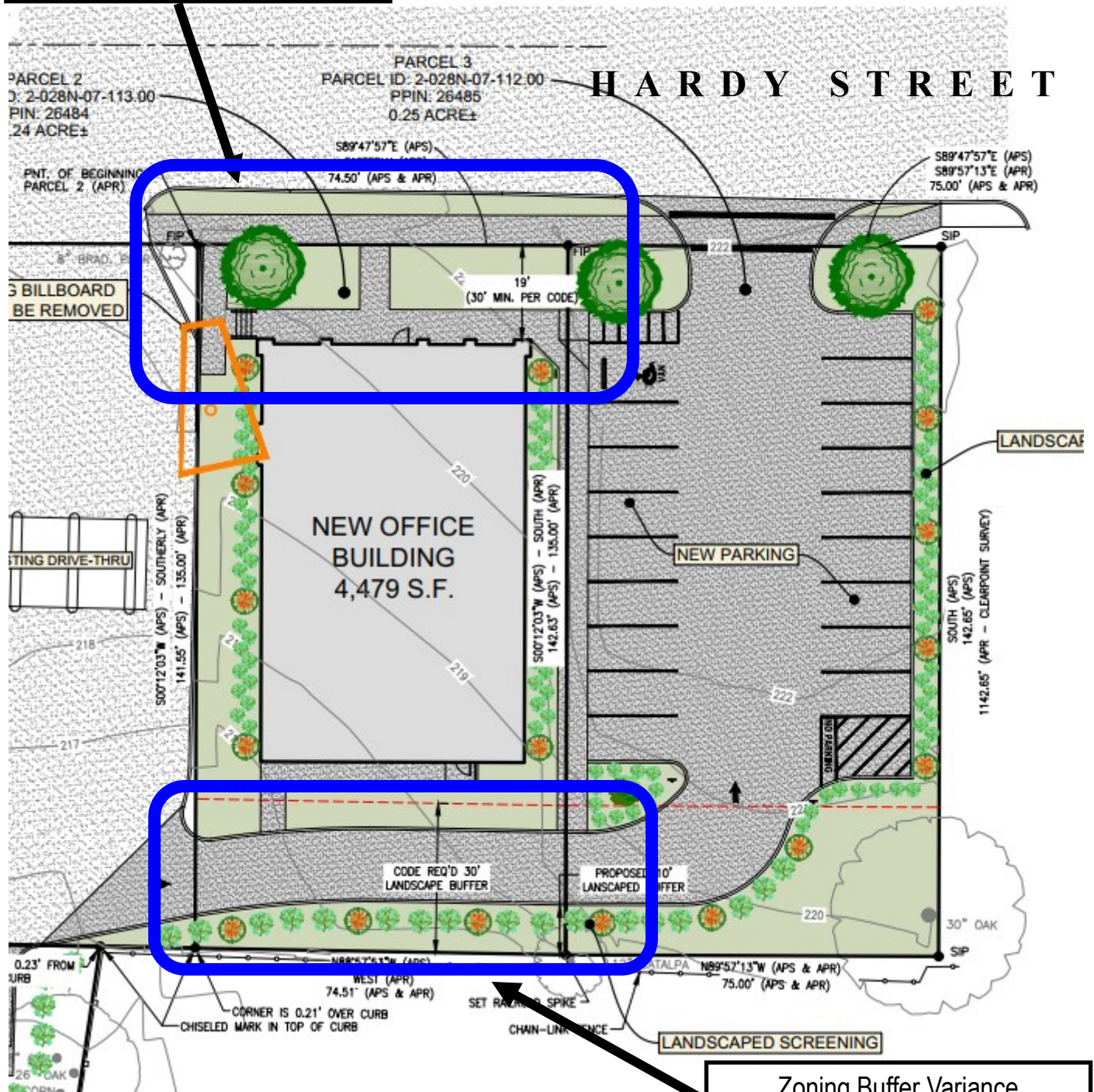
Proposed location of public park and parking



Proposed Site Plan

Front Setback Variance

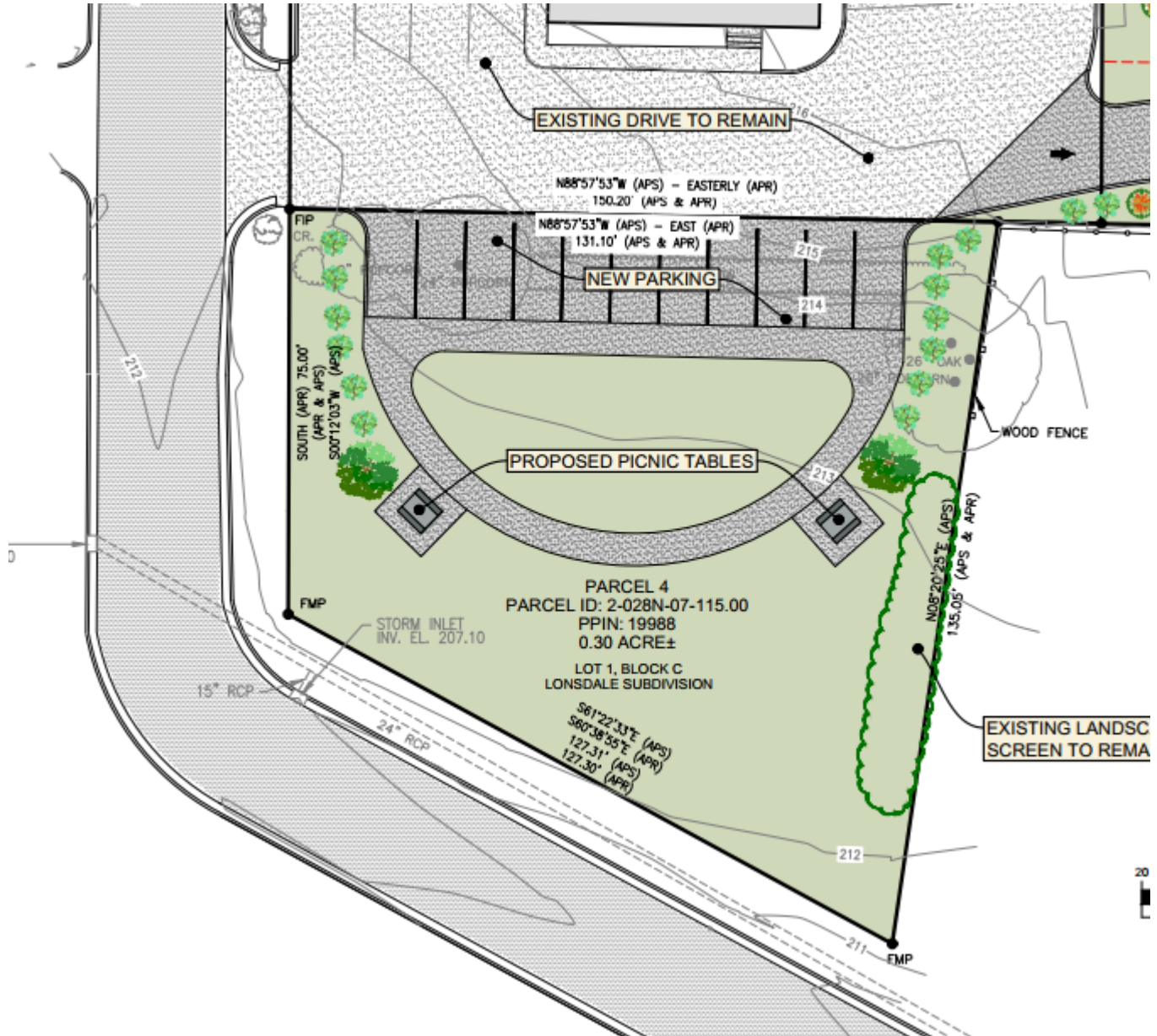
Reduction of front setback
variance from 30 feet to 19 feet

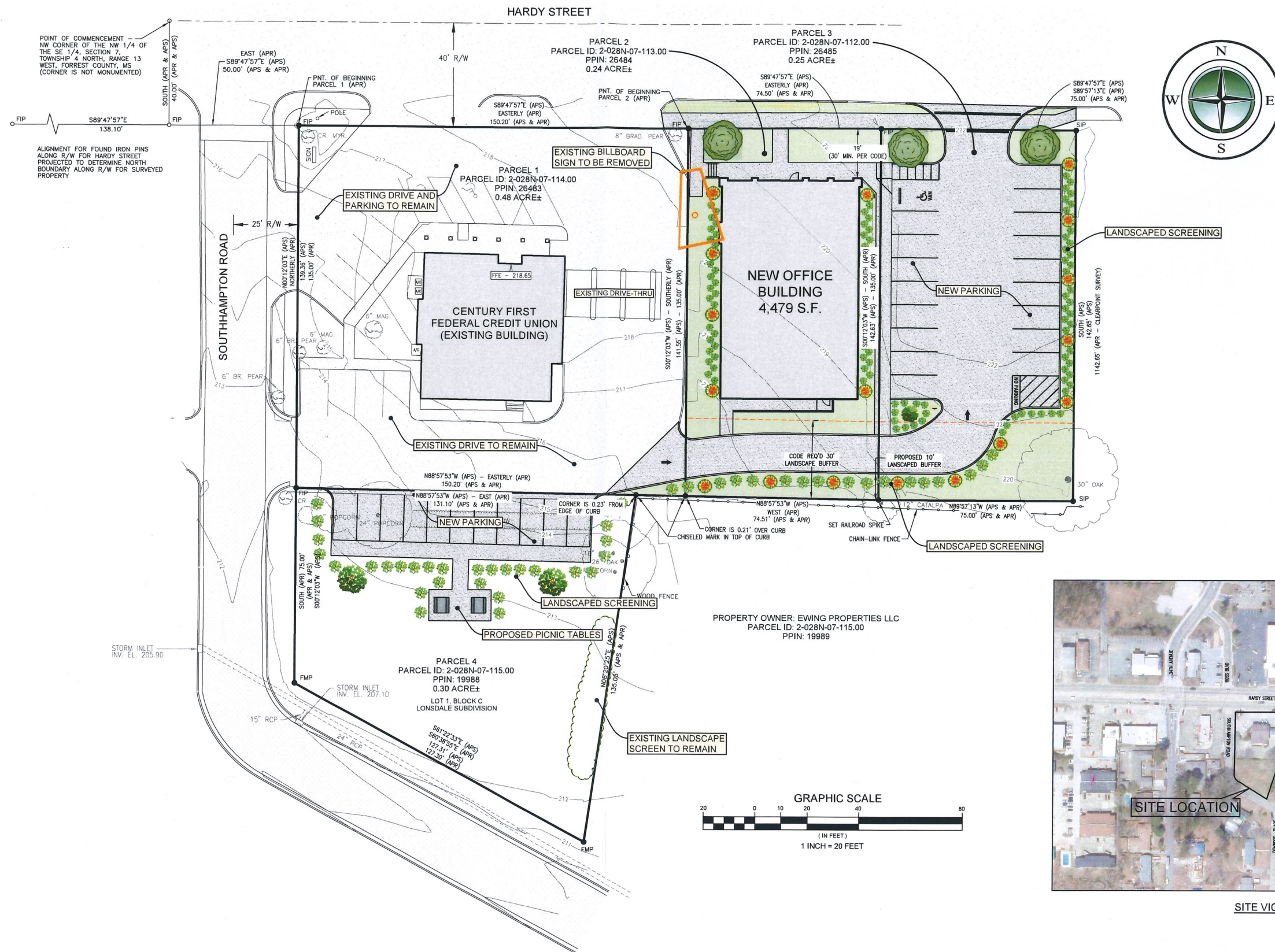


Zoning Buffer Variance

Reduction from 30 feet to 10 feet
R-1A Zoning Directly to South

Proposed Public Park in Rear of Existing Building





RECEIVED
AUG 16 2022
BY: *LU*



SITE VICINITY MAP

Variance Information

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4.). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

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

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

The variance request is for having a front building setback of 19' instead of the standard requirement of 30' for B-3 zoning. The request is being made to more closely conform to the nearby Midtown Zoning. The 19' front setback would also allow the building to be placed on the site to have adequate space on the rear (south) side of the site to construct a rear access drive. The rear access drive, in addition to creating a drive for customer vehicular use, would allow fire truck access to the rear of the site and contiguous access throughout the Century First property.

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

Variance Information

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

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

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

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.

Variance Information

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4.). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

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

The variance request is for having a 10' buffer between the rear drive and the south property line instead of the code required 30' buffer. This would allow the rear access drive as designed to connect to the southeast corner of the parking/access drive on the existing Century First site. The new drive is needed for vehicular access through the site and for fire truck access. If the required 30' buffer is achieved between the drive and property line by moving the location of the drive to the north twenty additional feet, the new drive would connect to the existing drive near the existing drive-thru area on the east side of the existing Century First Building. This potential design would not allow the needed customer vehicular access and fire truck access through the site. Until recently, the entire site was paved to the south property line (no buffer) with the pavement being used for as part of the Spee-Dee Oil Change facility.

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

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

Variance Information

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12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Code Enforcement Division Manager

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 18, 2022

Re: Approve Contractor and Owner Agreement(s) and Emergency Roof Repair Initiative Grant Award(s) for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Program Manual and authorize the Mayor to execute in triplicate.
File Number: 2022-757
Minute Book #

Summary

Approve Contractor and Owner Agreement(s) and Emergency Roof Repair Initiative Grant Award(s) for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Program Manual and authorize the Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item

Please place this on the October 18, 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 Robert Brown Jr. of 300 Lewis 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 **300 Lewis Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **300 Lewis 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 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 previously 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 **300 Lewis 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.

Robert Brown Jr.	_____	Date	_____	Homeowner	_____	Date	_____
------------------	-------	------	-------	-----------	-------	------	-------

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: October 18, 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, **Robert Brown Jr. of 300 Lewis 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), **Robert Brown Jr. of 300 Lewis Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **300 Lewis 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: October 18, 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 Barbara Smith of 128 East 7th 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 **128 East 7th Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **128 East 7th 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 _____ (\$____,____.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 previously 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 **128 East 7th 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.

Barbara Smith	_____	Homeowner	_____
	Date		Date

City of Hattiesburg, Mississippi

Contractor

By: _____	By: _____
Toby Barker, Mayor	

Date: October 18, 2022	Date: _____
------------------------	-------------

Attest: _____	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, **Barbara Smith of 128 East 7th 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), **Barbara Smith of 128 East 7th Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **128 East 7th 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: October 18, 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 Dessie Ree Lee of 112 Scotland 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 **112 Scotland Circle** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **112 Scotland 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 eighty dollars (\$14,980.00) 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 **112 Scotland 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.

Dessie Ree Lee	_____	_____	_____
	Date	Homeowner	Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 2, 2022

Date: _____

Attest: _____
Kernas 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, **Dessie Ree Lee of 112 Scotland 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), **Dessie Ree Lee of 112 Scotland Circle**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **112 Scotland 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: October 18, 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 Evelyn Jenkins of 17 Collins 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 **17 Collins Road** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **17 Collins 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 _____ (\$_____.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 **17 Collins 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.

_____ Evelyn Jenkins	_____ Date	_____ Homeowner	_____ Date
-------------------------	---------------	--------------------	---------------

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: October 18, 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, Evelyn Jenkins of 17 Collins 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), Evelyn Jenkins of 17 Collins Road, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **17 Collins 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: October 18, 2022

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 18, 2022

Re: Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for the fiscal year ending September 30, 2022.
File Number: 2022-768
Minute Book #

Summary

Recommendation Statement

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

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

Hattiesburg

2. List the date and population of the latest official U.S. Census or most recent official census:

April 1, 2020 48,730

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

4. Period of time covered by this questionnaire:

From: 10/1/2021

To: 9/30/2022

5. Expiration date of current elected officials' term: June 30, 2025

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 20__

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
3. Are municipal records open to the public? (Section 25-61-5) Y
4. Are meetings of the board open to the public? (Section 25-41-5) Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) Y
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7)
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

y

y

y

y

y

y

y

y

y

y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.]
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)

y

y

y

y

y

y

y

y

y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)

y

y

y

y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)

✓
Y
Y
Y
Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)

Y
Y
N/A County Collects
Y
Y
Y
Y
Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20__

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of _____, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 18, 2022

Re: Approve Letter Agreement with Jackson, Tullos & Rogers, PLLC to provide services related to the acquisition of property for the Midtown Roadway Improvements project; Authorize the Mayor to execute in duplicate.
File Number: 2022-775
Minute Book #

Summary

Approve Letter Agreement with Jackson, Tullos & Rogers, PLLC to provide services related to the acquisition of property for the Midtown Roadway Improvements project; Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

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

Jackson, Tullos & Rogers, PLLC

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

Joseph R. Tullos, Partner

E-mail: jtullos@jacksonfirm.com

Telephone: (601) 264-3309

Mailing Address:

P.O. Box 15517

Hattiesburg, MS 39404-5517

October 7, 2022

Via E-Mail: lrutand@hattiesburgms.com

Mr. Lamar Rutland

Director of Engineering

City of Hattiesburg

P. O. Box 1898

Hattiesburg, MS 39403-1898

Re: Midtown Roadway Improvements

Dear Mr. Rutland:

It is our understanding that the City of Hattiesburg is proceeding with acquisition of real estate for the construction of roadway improvements in the Midtown area of the City of Hattiesburg.

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

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

- Owner of the parcel;
- Status of real property taxes assessed against the parcel;
- Identification of any mortgages, liens, judgments, and other encumbrances affecting the parcel;
- Copies of all instruments in the chain of title for the period reflected above; and
- A tax map depicting the parcel.

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

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

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

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC

/s/ Joseph R. Tullos

Joseph R. Tullos

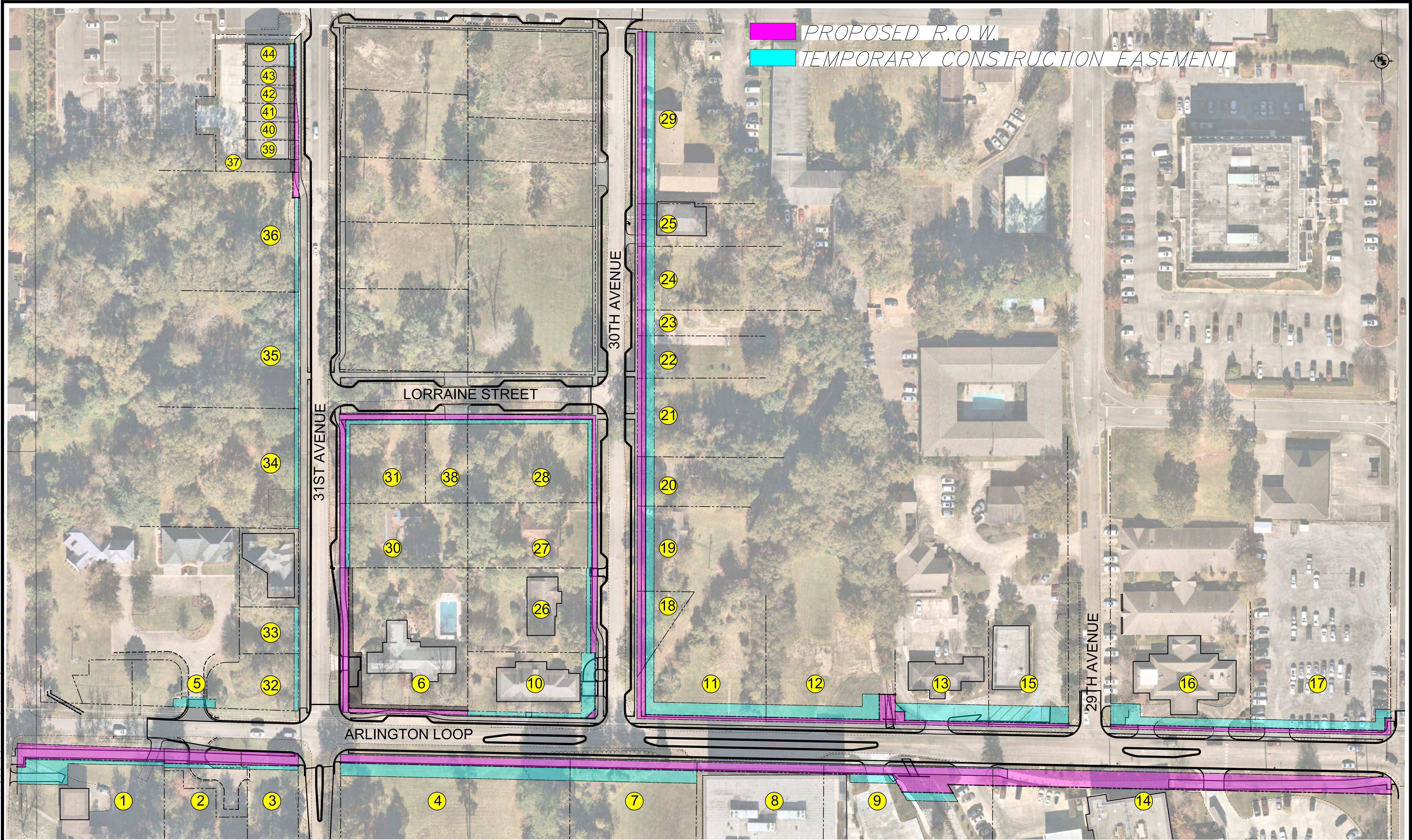
JRT/dw

Agreed:

City of Hattiesburg

By: Mayor Toby Barker

Pursuant to Council Approval at meeting held on _____.



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NOTICE TO DRAWING HOLDER

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

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
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			FILENAME: 16886_ROW.dwg	
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			SURVEYED BY: MAPTECH	
			DSGN: MWE DATE: 09/2022	
			DRWN: PAN DATE: 09/2022	
			CHKD: DATE:	
			QA/QC: DATE:	

MIDTOWN STREETScape PROJECT

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

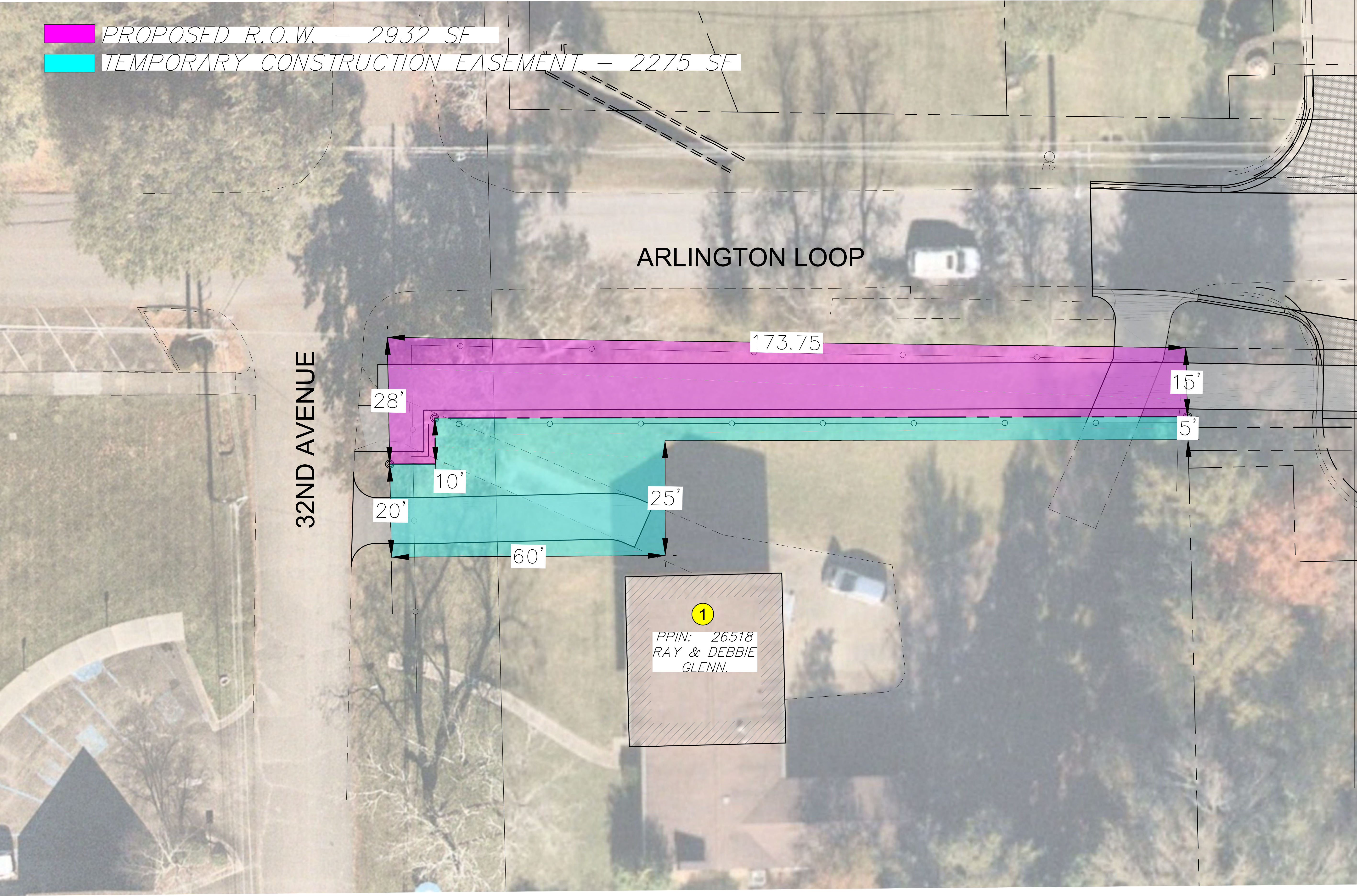


MIDTOWN PROPERTIES

WORKING NUMBER:

DRAWING NUMBER:

PROPOSED R.O.W. — 2932 SF
TEMPORARY CONSTRUCTION EASEMENT — 2275 SF



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REVISIONS			DRAWING INFORMATION	
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				FILENAME: 16886_ROW.dwg
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				SURVEYED BY: MAPTECH
				DSGN: MWE DATE: 09/2022
				DRWN: PAN DATE: 09/2022
				CHKD: DATE:
				QA/QC: DATE:

MIDTOWN STREETScape PROJECT

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



GLENN PROPERTY

WORKING NUMBER:

DRAWING NUMBER:

PROPOSED R.O.W.
TEMPORARY CONSTRUCTION EASEMENT

- 2 PROPOSED R.O.W. -1521 SF
TEMPORARY CONSTRUCTION EASEMENT- 477 SF
- 3 PROPOSED R.O.W. -1047 SF
TEMPORARY CONSTRUCTION EASEMENT- 315 SF
- 5 TEMPORARY CONSTRUCTION EASEMENT- 550 SF
- 32 TEMPORARY CONSTRUCTION EASEMENT- 340 SF
- 33 TEMPORARY CONSTRUCTION EASEMENT- 275 SF

PPIN: 41469
HUB DEVELOPMENT LLC.

55'

PPIN: 41470
HUB DEVELOPMENT LLC.

68'

PPIN: 26500
HUB DEVELOPMENT LLC.

12'

10'

PPIN: 26510
HUB DEVELOPMENT LLC.

91.25'

17.5'

16'

5'

PPIN: 41471
HUB DEVELOPMENT LLC.

67.5'

15'

31ST AVENUE

ARLINGTON LOOP

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		NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.16886.02 FILENAME: 16886_ROW.dwg SCALE: SURVEYED BY: MAPTECH DSGN: MWE DATE: 09/2022 DRWN: PAN DATE: 09/2022 CHKD: DATE: QA/QC: DATE:			WORKING NUMBER:	DRAWING NUMBER: ----

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				SCALE:
				SURVEYED BY: MAPTECH
				DSGN: MWE DATE: 09/2022
				DRWN: PAN DATE: 09/2022
				CHKD: DATE:
				QA/QC: DATE:

MIDTOWN STREETScape PROJECT

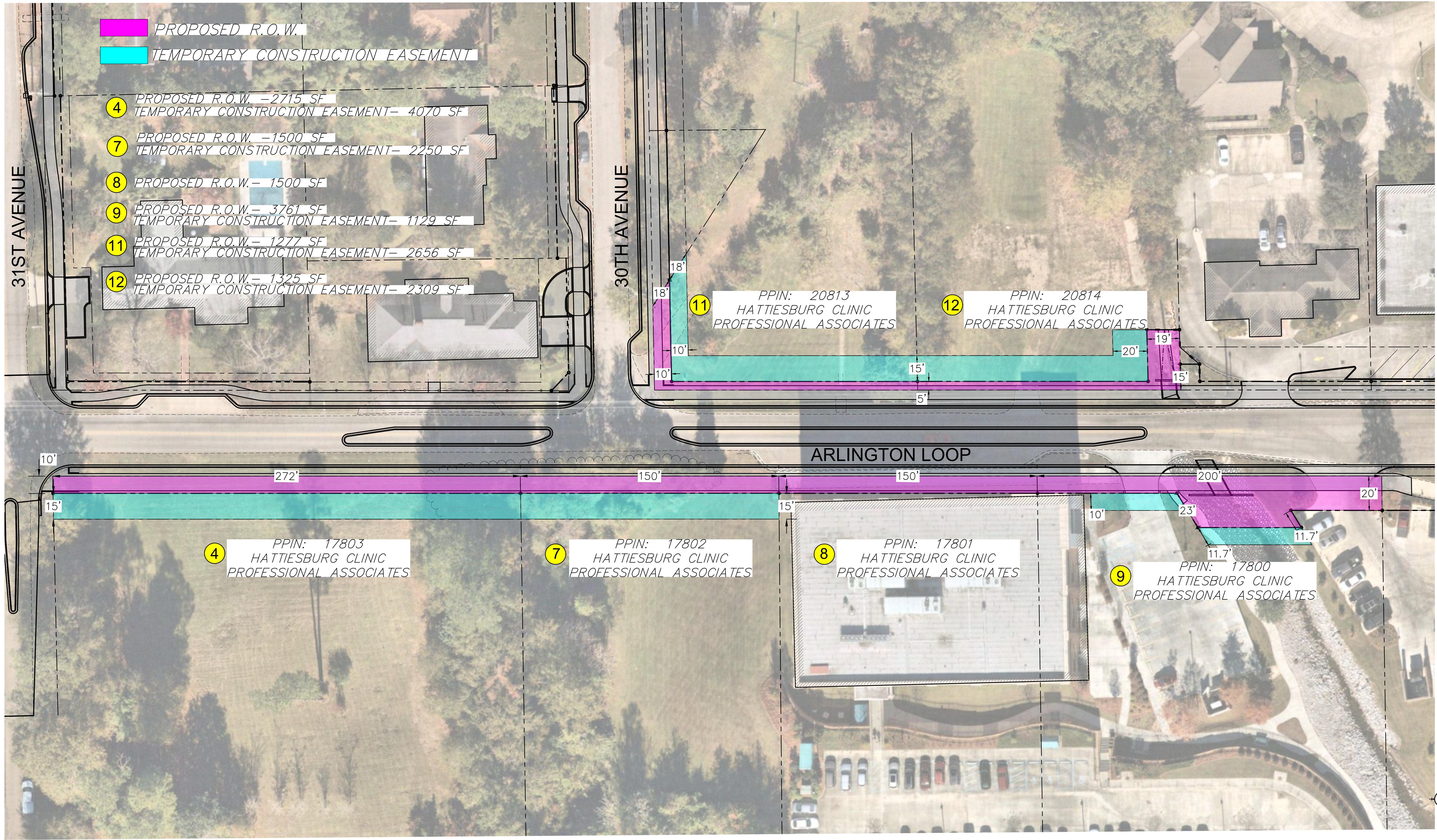
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



DEWS PROPERTY

WORKING NUMBER:

DRAWING NUMBER:



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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.

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				QA/QC: DATE:

MIDTOWN STREETScape PROJECT

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



HATTIESBURG CLINIC PROFESSIONAL ASSOCIATES PROPERTY

WORKING NUMBER:	DRAWING NUMBER:

PROPOSED R.O.W.
TEMPORARY CONSTRUCTION EASEMENT

PROPOSED R.O.W. – 663 SF
TEMPORARY CONSTRUCTION EASEMENT – 2100 SF
PROPOSED R.O.W. – 469 SF
TEMPORARY CONSTRUCTION EASEMENT – 1888 SF

13

PPIN: 20815
ARLINGTON PARK
LLC

15

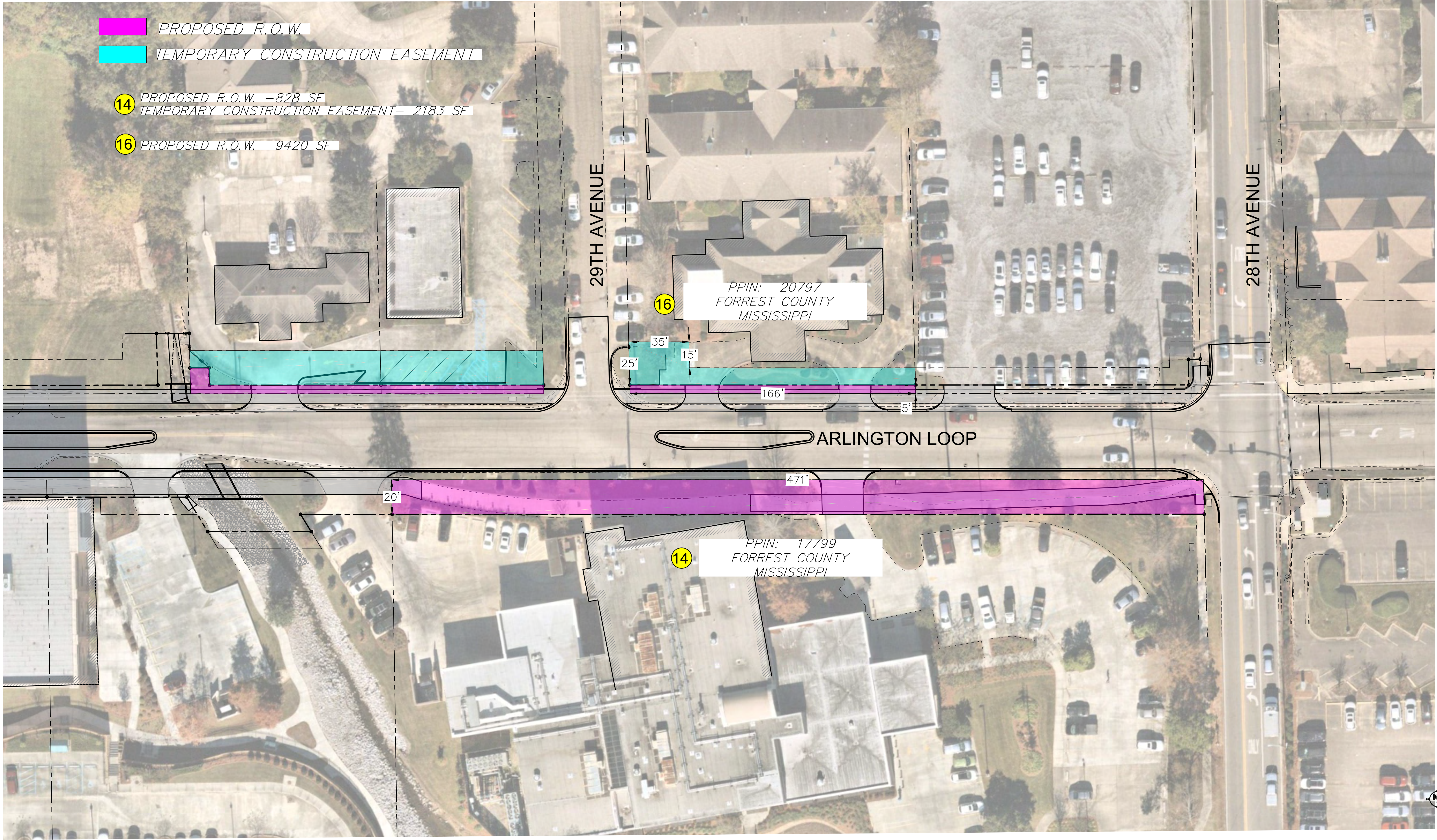
PPIN: 20816
ARLINGTON PARK
LLC

29TH AVENUE

ARLINGTON LOOP

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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		MIDTOWN STREETSCAPE PROJECT	CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI	 NEEL-SCHAFFER Solutions you can build upon	ARLINGTON PARK LLC	
		NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.16886.02 FILENAME: 16886_ROW.dwg SCALE: SURVEYED BY: MAPTECH DSGN: MWE DATE: 09/2022 DRWN: PAN DATE: 09/2022 CHKD: DATE: QA/QC: DATE:			WORKING NUMBER:	DRAWING NUMBER: ----



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MIDTOWN STREETScape PROJECT

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



FORREST COUNTY
MISSISSIPPI

WORKING NUMBER:	DRAWING NUMBER:

PROPOSED R.O.W.
TEMPORARY CONSTRUCTION EASEMENT

17 PROPOSED R.O.W. - 932 SF
TEMPORARY CONSTRUCTION EASEMENT - 1821 SF

PPIN: 20797
17 FORREST COUNTY
MISSISSIPPI

28TH AVENUE

ARLINGTON LOOP

NOTICE TO DRAWING HOLDER

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MIDTOWN STREETScape PROJECT

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



FORREST GENERAL HOSPITAL

WORKING NUMBER:

DRAWING NUMBER:

PROPOSED R.O.W.
TEMPORARY CONSTRUCTION EASEMENT

PPIN: 46999
31ST AVENUE RETAIL LLC

PPIN: 46998
PPIN: 46997
PPIN: 46996
PPIN: 46994

37 39 40 41 43

5' 15' 5' 23' 5' 22' 3' 5' 22' 2'

31ST AVENUE

CHEVY CHASE DRIVE

- 37 PROPOSED R.O.W. - 75 SF
TEMPORARY CONSTRUCTION EASEMENT - 75 SF
- 39 PROPOSED R.O.W. - 113 SF
TEMPORARY CONSTRUCTION EASEMENT - 113 SF
- 40 PROPOSED R.O.W. - 109 SF
TEMPORARY CONSTRUCTION EASEMENT - 109 SF
- 41 PROPOSED R.O.W. - 86 SF
TEMPORARY CONSTRUCTION EASEMENT - 109 SF
- 43 PROPOSED R.O.W. - 46 SF
TEMPORARY CONSTRUCTION EASEMENT - 109 SF

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MIDTOWN STREETScape PROJECT

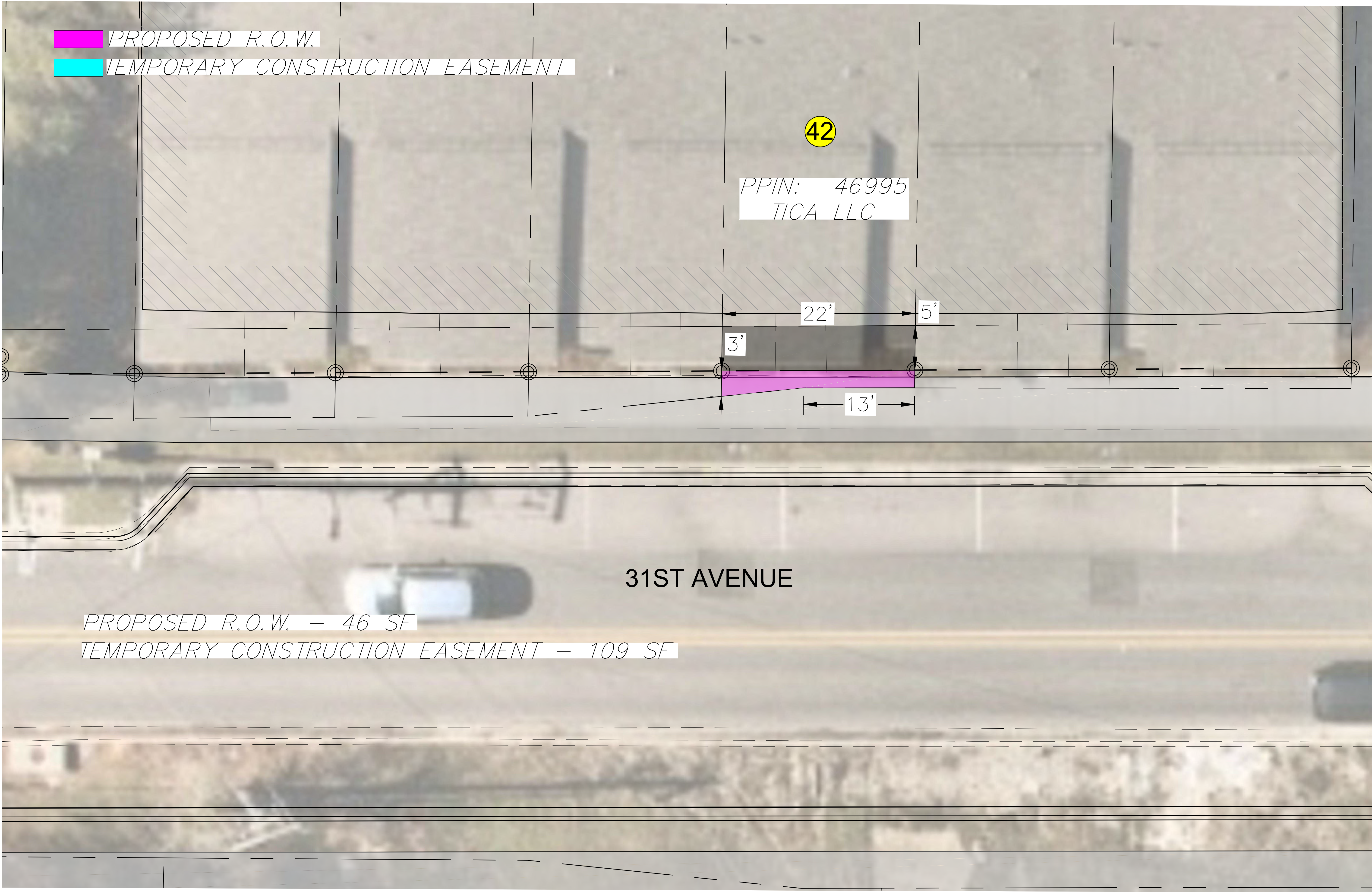
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



31ST AVENUE RETAIL LLC
PROPERTY

WORKING NUMBER:

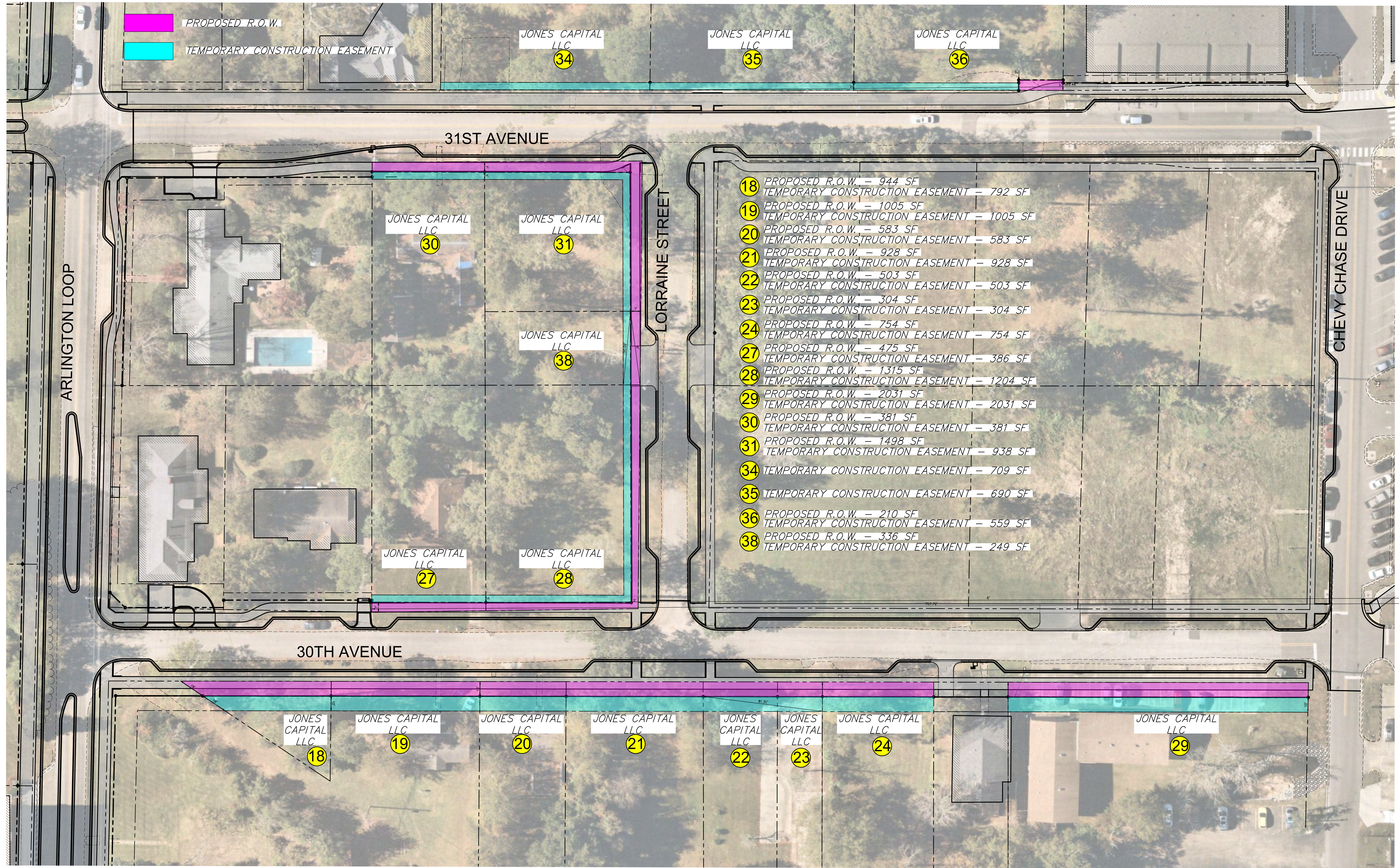
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MIDTOWN STREETScape PROJECT

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



JONES CAPITAL
PROPERTY

WORKING NUMBER:

DRAWING NUMBER:

PROPOSED R.O.W.

TEMPORARY CONSTRUCTION EASEMENT

PROPOSED R.O.W. — 500 SF

TEMPORARY CONSTRUCTION EASEMENT — 500 SF

30TH AVENUE

50'

10'

10'

PPIN: 20806
P AND A
PROPERTIES
LLC

25

NOTICE TO DRAWING HOLDER

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MIDTOWN STREETScape PROJECT

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



P AND A PROPERTIES LLC
PROPERTY

WORKING NUMBER:

DRAWING NUMBER:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 18, 2022

Re: Acknowledge receipt of the Bid Package for the approval of Mississippi State Department of Health for the Water Plant # 1 Phase II project and authorize the Mayor to execute associated documents, including a DWSIRLF Loan Amendment Request.
File Number: 2022-777
Minute Book #

Summary

Acknowledge receipt of the Bid Package for the approval of Mississippi State Department of Health for the Water Plant # 1 Phase II project and authorize the Mayor to execute associated documents, including a DWSIRLF Loan Amendment Request.

Recommendation Statement

I recommend approval of this item.

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



Engineering Progress

September 30, 2022

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

Attn: Lamar Rutland, P.E.

Re: **Water Plant #1 Rehabilitation – Phase II**
City of Hattiesburg, MS

Dear Lamar:

Enclosed please find the Bid Package for MSDH approval for award and the Clear Site Certification for the above referenced project. Please have the mayor execute and return to our office.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nicholas M. Connolly'.

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

/sm

Enclosure

BID PACKAGE

Loan Recipient: City of Hattiesburg

Contract Number(s): ONE

DWSIRLF Loan Number: DWI-L 180008-02

Contract(s) Tentatively Awarded to: Hemphill Construction Company, Inc.

P.O. Drawer 879

Florence, MS 39073

The Loan Recipient must submit the following information for each construction contract within 21 days of Bid opening [See DWSIRLF Regulation Rule 3.7.7.4]:

1. DWSIRLF Loan Amendment Request (Pages 2 and 3).
2. Bid Certification (Page 4).
3. Documentation demonstrating proof that the bid advertisements and schedules were submitted and entered into the Mississippi Procurement Technical Assistance Program's online Agency Bid Bank.
4. A copy of the bid proposal(s) from the contractor(s) that received tentative award.
5. A list of all bidders for each contract.

DWSIRLF Loan Amendment Request

Budget Item	Total Project Cost (Eligible & Ineligible)	*Eligible Amount Requested
Construction	\$1,605,000.00	\$1,605,000.00
Equipment	\$-	\$-
Supplies	\$-	\$-
Testing	\$-	\$-
Contingency (**Generally 5% of the above costs)	\$80,250.00	\$80,250.00
Land, Easements, Right-of-Way	\$-	\$-
Planning and Design Allowance (Note: Eligible portion is limited to the maximum percentage derived from DWSIRLF Regulations Appendix B, Table 1 unless otherwise approved by the Department)	\$144,450.00	\$144,450.00
Construction Phase Professional Services Allowance (Note: Eligible portion is limited to the maximum percentage derived from DWSIRLF Regulations Appendix B, Table 2 unless otherwise approved by the Department)	\$83,547.00	\$83,547.00
Administrative Fee (Not recalculated after Initial Award)	\$-	\$-
TOTALS	\$1,913,247.00	\$1,913,247.00
ORIGINAL LOAN AMOUNT		\$1,511,936.50
LOAN INCREASE/DECREASE AMOUNT		\$401,310.50

*Do not include costs that have been or will be also requested or received from other State or Federal funding sources.

**This may be further reduced depending on the availability of funds at the time bid package is received.

Estimated cost of construction contracts in loan scope but not yet bid: \$ _____

PROJECT FUNDING SOURCES	
DWSIRLF Loan	\$1,913,247.00
CDBG Grant	\$-
RUS Loan/Grant	\$-
ARC Grant	\$-
Bond Issue	\$-
Local Funds	\$-
Other (specify)	\$-
Total	\$1,913,247.00

Check one of the following:

- () This budget represents as-bid costs on all contracts bid to date and estimates on contracts not yet bid, we wish to delay any amendment until the remaining contracts are bid.
- () This budget represents as-bid costs on all contracts in the loan scope. No loan increase is requested.
- (x) This budget represents as-bid amounts on all contracts in the loan scope. A DWSIRLF loan increase in the amount of \$ 401,310.50 is hereby requested.

Signature of Authorized Representative

Date

Toby Barker, Mayor

Name and Title

BID CERTIFICATION*

I, Toby Barker, Mayor, (Authorized Representative), certify for DWSIRLF
Loan No. DWI-L 180008-02, Contract No.(s) 1 that:

1. There have been no changes to the plans, specifications, contract documents and addenda approved by the Mississippi State Department of Health.
2. There have been no changes in site requirements as certified to in the Clear Site Certifications.
3. All appropriate bonds, including power of attorney, have been obtained.
4. Tentative award has not been given to a contractor that appears on EPA's list of violating facilities.
5. Positive Certification Regarding Debarment, Suspension and Other Responsibility Matters (see Information to Bidders) has been obtained from the prime contractor and all subcontractors/equipment suppliers whose contracts are \$25,000 or greater.
6. All local funds necessary to finance this project are available.
7. I have personally examined and am familiar with the information submitted herein, and based on inquiry of those individuals immediately responsible for obtaining the information; I believe the submitted information is true, accurate and complete.
8. I understand that I shall immediately provide written notice to Mississippi State Department of Health (MSDH) if at any time I learn that this Bid Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
9. All professional services contract(s) and construction contract(s) related to this project were procured, and if applicable will be procured, in accordance with state public purchasing law as it applies to local governments, Section 31-7-1 through 73, Mississippi Code of 1972, as amended, and regulations.
10. I also understand that violation of the state public purchasing laws may subject me to further penalties as described in Sections 31-7-55, 31-7-57, and/or 97-7-10, Mississippi Code of 1972, as amended.

Authorized Representative (Signature/Title)

Date

***Qualifications to any of the above items must be attached. Prior to submission of any qualifications please contact the MSDH Project Manager for guidance.**

REQUIREMENTS FOR A CLEAR SITE CERTIFICATION

Rule 3.7.7(1) of the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Program Regulations establishes the following deadline for land acquisition:

(7) Construction Phase Submittals, Approvals, and Actions.

The following submittals, approvals, and actions will be required during the construction phase of the project. The Mississippi State Department of Health (Department) may establish other time frames within the loan agreement when properly justified.

- (a) Within 90 days after approval of plans, specifications and contract documents by the Department ...and, (3) clear site certificates from the loan recipient and title counsel for all real property must be submitted.

The amount and type of each search required, in the case of easements or leases, for a site certification is whatever is needed to satisfy the Title Counsel that the loan recipient has a right under State and local laws to access and has undisturbed use of the site for the life of the project. The loan recipient's interest in real property (including easements and rights-of-way) must be valid and defensible in a Court of Law. A responsible and qualified Title Counsel will know the extent of search and the interest in the site required in order to provide these assurances and certifications.

Clear Site Certification
Loan Recipient

Project No. DWI-L 180008-02

I, _____, Authorized Representative of the Loan Recipient,
City of Hattiesburg, do hereby certify:

1. That the Loan Recipient has acquired all new real property (including permanent easements and rights-of-way, except temporary construction easements) for the referenced project, as described by the loan agreement, in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970's implementing regulation, 49 CFR Part 24.101(a)(2).
2. That the Loan Recipient has acquired by fee simple title or 20 (or more) year lease all real property (including permanent easements and rights-of-way) that are or will be required for the construction, operation and maintenance of the referenced project, as described by the loan agreement.
3. That the Loan Recipient has acquired all temporary construction easements that will be required for the construction of the referenced project, as described by the loan agreement, in accordance with applicable state law and local ordinances.

I understand that I shall immediately provide written notice to the Mississippi State Department of Health if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete.

Authorized Representative (Signature)

Date

Printed Name

Clear Site Certification
Title Counsel

Project No. DWI-L 180008-02

I, _____, Attorney at Law representing the Loan Recipient,
City of Hattiesburg as Title Counsel, do hereby certify:

1. That I have investigated and ascertained the location of and am familiar with the legal description of the site or sites (including easements and rights-of-way) being provided by the Loan Recipient for all elements of the referenced project, as described by the loan agreement, to be constructed, operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which the referenced project is to be located and in my opinion, the Loan Recipient has a legal and valid fee simple title, or such other estate or interest, in the site or sites, including necessary easements and rights-of-way (including power and other utilities) sufficient to assure undisturbed use and possession for the purposes of constructing, operating and maintaining the referenced project, as described by the loan agreement, for it's estimated life.
3. That any deeds or documents required to be recorded in order to protect the title and the interest of the Loan Recipient have been duly recorded and filed for record wherever necessary.

I understand that I shall immediately provide written notice to Mississippi Department of Health if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and that it is true, accurate and complete.

Title Counsel (Signature)

Date

Printed Name



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 18, 2022

Re: Ratify and confirm the Mayor's appointment of Lee Jarrell Davis (replaces Michael Waits) to the Pine Belt Regional Solid Waste Authority for a term beginning October 18, 2022 and ending October 17, 2026.
File Number: 2022-772
Minute Book #

Summary

Recommendation Statement

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, October 18, 2022

Re: Take from the Table a petition to adopt an Ordinance filed by Dennis Pierce, owner, to change the zoning classification for a property located at 4 Willow Pointe (Parcel 051L-11-038.000, PPIN 20292; Lamar County, Ward 3) from Section 4.5.9 B-2 Neighborhood Business District to Section 5.4.10 B-3 Community Business District. The Planning Commission recommended to Approve on September 7, 2022 (tabled at the September 20, 2022 meeting).
File Number: 2022-695
Minute Book #

Summary

Adopt an Ordinance to rezone 4 Willow Pointe B-2 to B-3, Ward 3

Recommendation Statement

Adopt an Ordinance to rezone 4 Willow Pointe B-2 to B-3, Ward 3

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

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY
OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT
4 WILLOW POINTE (PARCEL 051L-11-038.000, PPIN 20292; LAMAR COUNTY,
WARD 3) FROM SECTION 4.5.9 B-2 NEIGHBORHOOD BUSINESSES DISTRICT TO
SECTION 5.4.10 B-3 COMMUNITY BUSINESS DISTRICT.
BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:

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

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

Commence at the NW Corner of the NW1/4 of the NE1/4 of Section 11, T-4-N, R-14-W, County of Lamar, State of Mississippi; thence run South 00 degrees 18 minutes 14 seconds East for a distance of 882.83 feet; thence run South 89 degrees 18 minutes 23 seconds East for a distance of 22.82 feet; thence run along a curve to the right for a distance of 125.00 feet, said curve having a radius of 101.40 feet, and a delta of 70 degrees 37 minutes 58 seconds, thence run South 18 degrees 40 minutes 24 seconds East for distance of 18.92 feet; thence run along a curve to the left for a distance of 10.10 feet, said curve having a radius of 129.23 feet and a delta of 4 degrees 28 minutes 48 seconds to the Point of Beginning: Thence run North 19 degrees 59 minutes 14 seconds East for a distance of 70.58 feet; thence run North 28 degrees

17 minutes 33 seconds East for a distance of 37.33 feet; thence run North 35 degrees 48 minutes 07 seconds East for a distance of 604.32 feet; thence run South 42 degrees 00 degrees 00 seconds East for a distance of 270.31 feet; thence run South 52 degrees 57 minutes 06 seconds West for a distance of 68.18 feet; thence run South 52 degrees 35 minutes 37 seconds West for a distance of 168.33 feet; thence run South 49 degrees 02 minutes 44 seconds West for a distance of 118.00 feet; thence run South 40 degrees 35 minutes 15 seconds West for a distance of 135.84 feet; thence run South 36 degrees 42 minutes 26 seconds West for a distance of 196.74 feet; thence run North 51 degrees 55 minutes 29 seconds West for a distance of 68.42 feet; thence run along curve to the right for a distance of 64.90 feet, said curve having a radius of 129.23 feet, and a delta of 33 degrees 15 minutes 05 seconds to the Point of Beginning. Containing 3.00 acres, more or less.

and also the following described mutual easement:Commence at the NW Corner of the NW1/4 of the NE1/4 of Section 11, T4N, R14W, County of Lamar, State of Mississippi; thence run South 00 degrees 18 minutes 41 seconds East for a distance of 882.83 feet; thence run South 89 degrees 18 minutes 23 seconds East for a distance of 22.82 feet; thence run along a curve to the right for a distance of 125 feet, said curve having a radius of 101.40 and a delta of 70 degrees 37 minutes 58 seconds, thence run South 18 degrees 40 minutes 24 seconds East for a distance of 18.92 feet; thence run along a curve to the left for a distance of 10.10 feet, said curve having a radius of 129.23 feet and a delta of 4 degrees 28 minutes 48 seconds, to the Point of Beginning of an easement 17.5 feet either side of a line described as follows; run from said Point of Beginning N 19 degrees 59 minutes 14 seconds East for a distance of 70.58 feet; thence run North 28 degrees 17 minutes 33 seconds East for a distance of 37.33 feet; thence run North 35 degrees 48 minutes 07 seconds East for a distance of 604.32 feet; thence run South 42 degrees 00 minutes 00 seconds East for a distance of 270.31 feet.

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

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Item: A
Dennis Pierce, Owner
Request for: **Zoning Change**



**Planning Commission
Case Fact Sheet**

Name of Petitioner: Dennis Pierce, Owner

Address of Property:
4 Willow Pointe

Tax Parcel
051L-11-038.000

PPIN:
20292

Ward:
3

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification for a property located at 4 Willow Pointe (Parcel 051L-11-038.000, PPIN 20292; Lamar County, Ward 3) from Section 4.5.9 B-2 Neighborhood Business District to Section 5.4.10 B-3 Community Business District.

Applicant Summary: See Attached
Applicable Regulations:

SECTION 4 **Zoning Districts Established**

4.5.9 B-2 Neighborhood Business District: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

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

SECTION 6 **Dimensional Standards and Measurements**

Table 6.1 Dimensional Standards

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

Present Zoning: The parcel is currently zoned B-2, Neighborhood Business

Present Use: Multi-tenant shopping center

Future Land Use: Regional Business and Neighborhood Center Mixed-Use District

Surrounding Zoning and Land Use:
 North: B-5 Regional Business / B-2 Neighborhood Business
 South: B-2 Neighborhood Business / R-2 Two family residential
 East: R-2 Two Family Residential
 West: B-5 Regional Businesses

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of August 24, 2022.

History / Background: The petitioner met with staff to discuss rezoning the property to B-3 to expand the possible tenants for the shopping center. The petitioner currently has a potential medical cannabis tenant on standby to locate into one of the suites, pending the rezoning change.

Item: A
Dennis Pierce, Owner
Request for: **Zoning Change**

Option: Basis for approval (Zoning Change):

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

SUBJECT PARCEL:

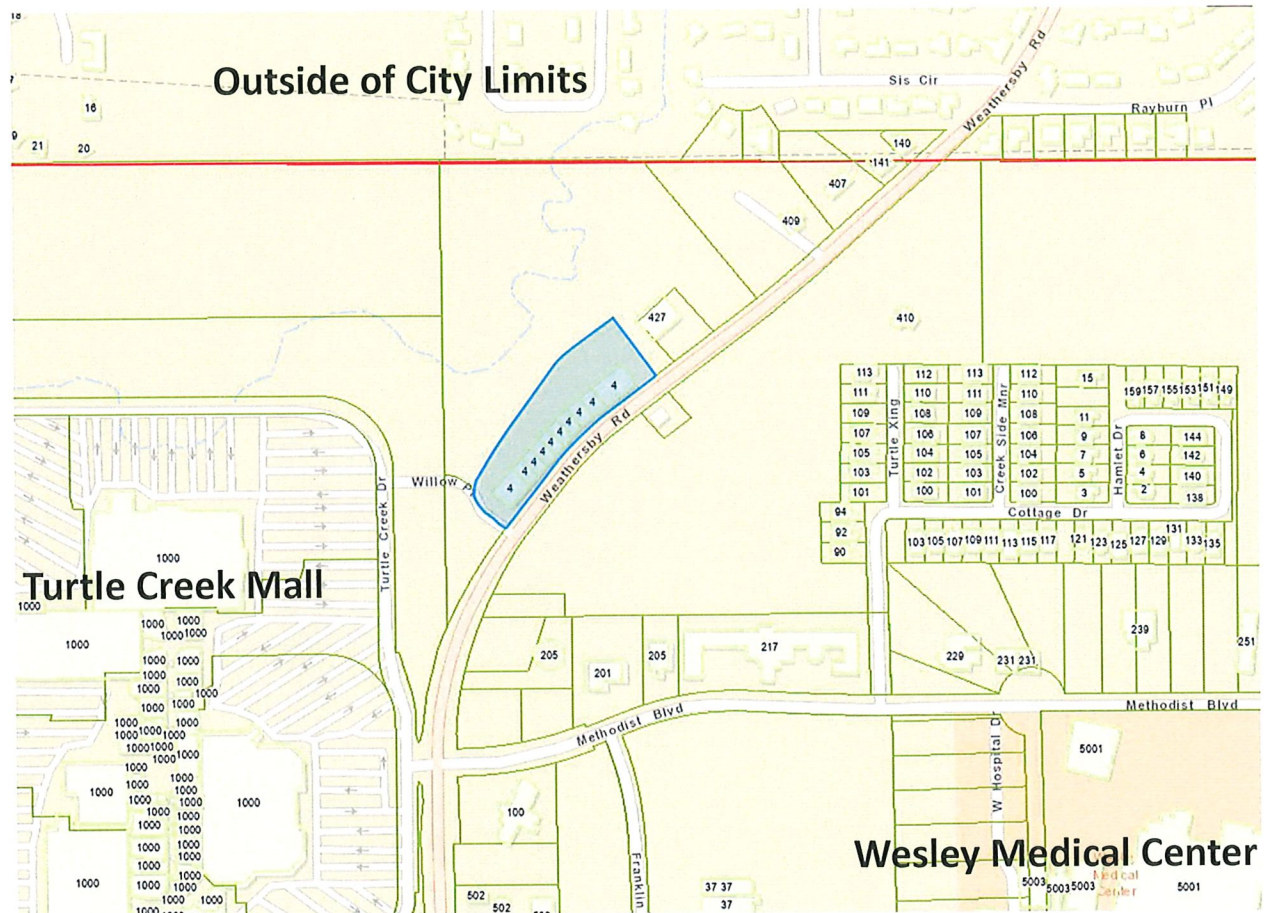
4 Willow Pointe

Dennis Pierce, Owner

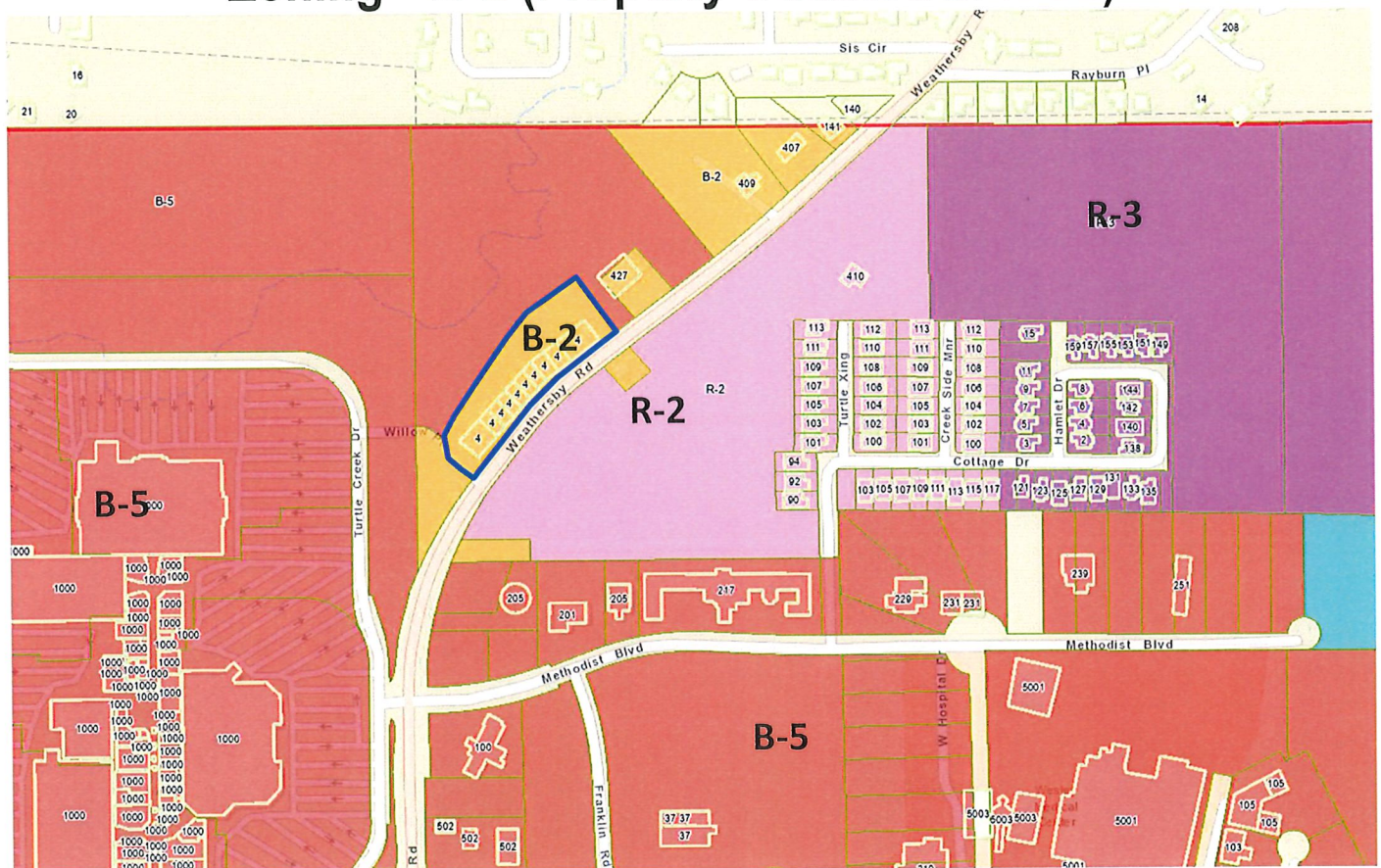
The petitioners request to consider an application to change the zoning classification for a property located at 4 Willow Pointe (Parcel 051L-11-038.000, PPIN 20292; Lamar County, Ward 3) from Section 4.5.9 B-2 Neighborhood Business District to Section 5.4.10 B-3 Community Business District.



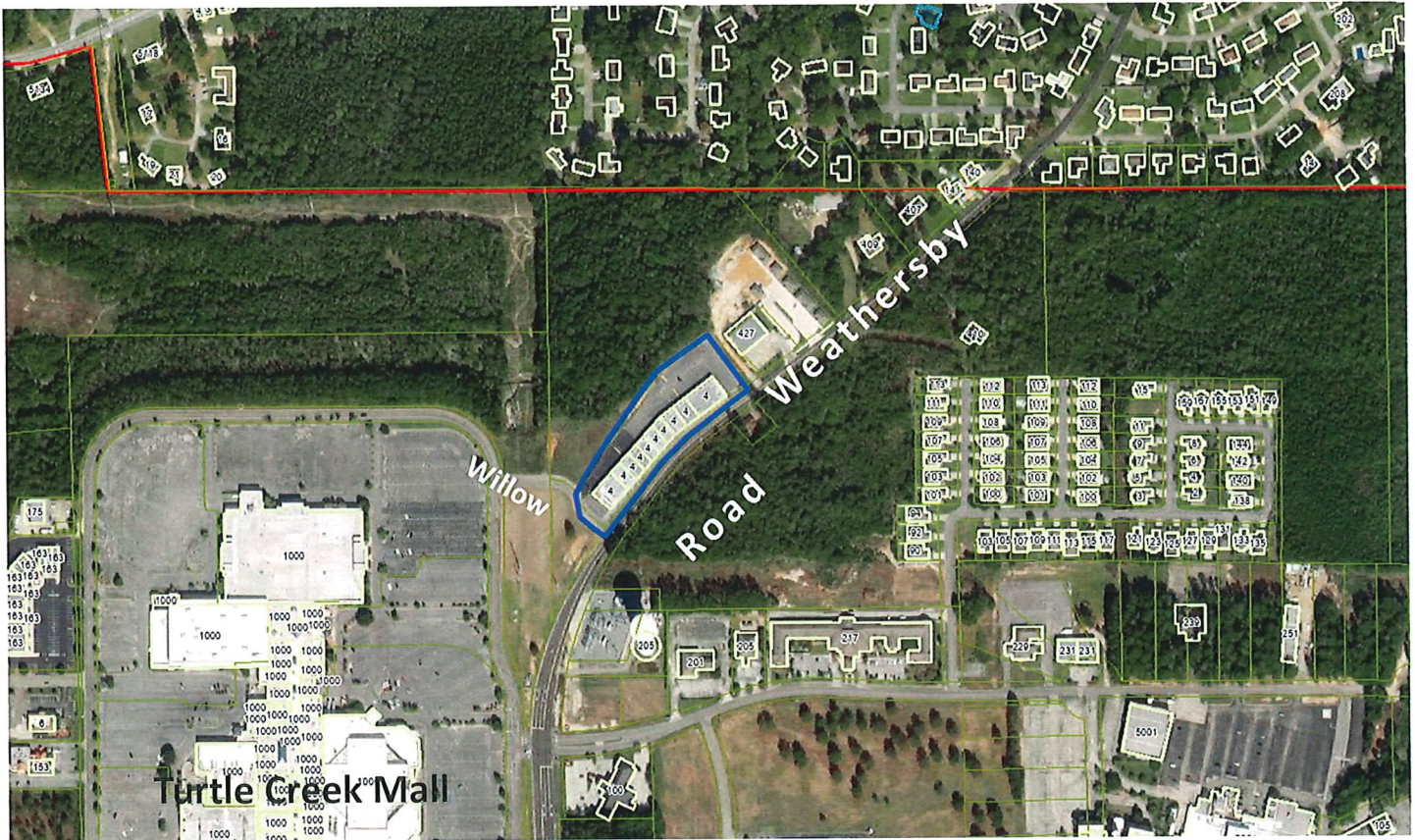
Vicinity Map—Ward 1



Zoning—B-2 (Property Outlined in Blue)



Site Aerial



Alternate View of Shopping Center

Primary Façade facing the West



SURROUNDING AREA

North: B-2 Neighborhood Business



**South: B-2 Neighborhood Business /
R-2 Two Family Residential
Vacant/Undeveloped**

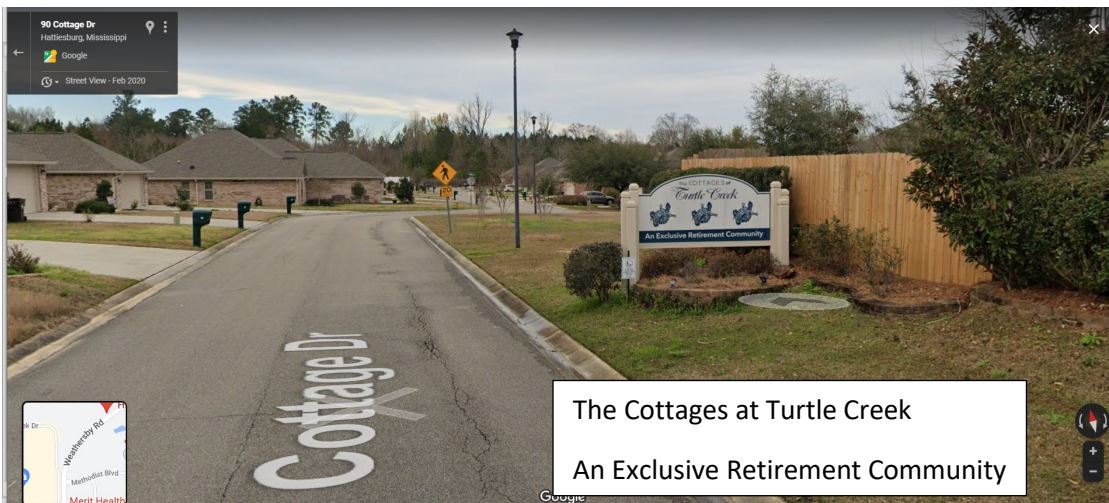


**West: B-5 Regional Business
Turtle Creek Mall**



**East: R-2 Two Family Residential
Vacant / Undeveloped**







Wednesday, September 7, 2022

Ginger Lowrey, AICP, Planning Division Manager
City of Hattiesburg
P O Box 1893
Hattiesburg, MS 39403-1893

Dear Ms. Lowrey,

Thank you for your time over the phone this afternoon. As we briefly discussed, I am writing in opposition to the following petition which was presented and approved for recommendation to the City Council this afternoon:

"A petition has been filed by Dennis Pierce, owner, as required in Land Development Code, Ord. No. 3209, to change the zoning classification for property located at 4 Willow Pointe (Parcel 051L-11-038.000, PPIN 20292; Lamar County, Ward 3) from Section 4.5.9 B-2 Neighborhood Business District to Section 5.4.10 B-3 Community Business District."

I am a healthcare provider, business owner and neighbor of Mr. Pierce's. My Hattiesburg clinic is located next door to #4 Willow Pointe and across Weathersby Road from a large, abandoned lot also owned by Mr. Pierce. It is my opinion that no zoning request should be entertained nor approved until such time as Mr. Pierce can address the numerous complaints issued to him by his neighboring business owners concerning the abandoned property located on the east side of Weathersby Rd. opposite of 407, 409 & 423 Weathersby Rd.

There is an abandoned house on this property filled with a transient, homeless population. It has become a "homeless encampment" and the structure, which has no running water or electricity, becomes more dangerous by the day. There are numerous shopping carts filled with junk lining the path to this old house. Mr. Pierce has repeatedly been made aware of the illegal activity taking place on his property and has chosen to ignore the problems for which he is ultimately responsible.

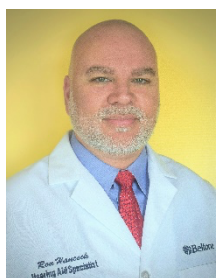
Anecdotally, the Hattiesburg Homeless Task force has tried to work with him. The Hattiesburg Police Department's Homeless Liaison Officer has tried to work with him. His neighboring business owners have even offered to have the building demolished, and debris removed at their own expense and Mr. Pierce has chosen to ignore the offer and his responsibility.

There have been items stolen from the backyards of some of the newly constructed homes in the retirement community (The Cottages of Turtle Creek) which backs up to the homeless camp. Mr. Pierce's squatters have also been caught on security cameras stealing water and electricity for several suites in the 423 Weathersby Rd. Business Park, including mine and our neighbor, Vitamins Plus.

The property that Mr. Pierce is petitioning for rezoning, #4 Willow Pointe, sits adjacent to the derelict property serving as a homeless encampment. The structure in question has no 911 address. Google Earth positions it at 31°19'50"N & 89°22'08"W. My fear is that, as it becomes colder this

winter, Mr. Pierce's squatters will inevitably build fires for heat. Since the surrounding woods are primed with felled trees and unchecked undergrowth, any potential fire spread would cause property damage to the neighborhood and retirement community abutting his property on either side. His lack of stewardship of this property could potentially contribute to a loss of life, one that will be at the City of Hattiesburg taxpayer's expense when the police and fire attempt to access the structure on this inaccessible property.

It is my belief that the City of Hattiesburg should not reward the bad behavior of any property owner with a zoning or rezoning permit when they have a track record of being a bad neighbor to their fellow property owners and businesses. I ask that the Council vote not in favor of the rezoning request as recommended by the Planning Commission.



Respects,

A handwritten signature in blue ink that reads "Ron Hancock". The signature is stylized with a large "R" and "H".

Ron Hancock, BC-HIS*
Hearing Aid Specialist,
**Board Certified in the Hearing Instrument Sciences*
Southern Hearing, LLC
dba – Beltone Hearing Centers



Attachments: Photos

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION**

September 7th, 2022

The Hattiesburg Planning Commission did meet in a regular session on September 7th, 2022, at 1:00p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC-recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent: Carlos Wilson

Also Present: Ginger M. Lowrey, AICP, Planning Div. Manager
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.
Larran Pickett, Planning Div. Office Manager

AGENDA REVIEW

There came the matter of the September 2022 Agenda. A request was made by Ginger Lowrey to remove Item B, as withdrawn by the applicant, University Mall, LLC., from the agenda. A request was made by Chair Miller for a motion to approve the August 2022 Agenda. A motion to approve was made by Commissioner Ray and seconded by Commissioner Pickett.

Commissioners voting aye: Dick Conville
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)

Amy Hinton, Vice-Chair
Jeff Keysear
Elayne Lockett
Luke McNair (via GoToMeeting)
Mark Miller
Rhoda A. Pickett
Rebekah Ray

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the August 3rd, 2022 minutes. Staff made note of a correction to Item E for a Conditional Use Request for a Cannabis Dispensary; the minutes noted the address for that item should have been for 2772 Oak Grove Road. A motion was made by Commissioner Ray to approve the minutes. Commissioner Pickett seconded the motion.

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

Commissioners voting nay: None

REPORTS

BUILDING REPORT

Ginger Lowrey, Planning Division Manager, provided the Building Permit Report for August 2022 as the Building Official was not present. Commissioner Miller requested in the absence of the building official that staff hold the building reports and previous reports not presented by the building official until he is able to attend Planning Commission, as he would be able to provide a better perspective on the reports. Staff emailed copies to the Commissioners before the meeting, and physical copies were provided to Commissioners who attended in person.

PLANNING REPORT

There came the matter of the Planning Report by Mrs. Lowrey, Planning Division Manager. Lowrey noted that Wiley Quinn was appointed as the Director of Urban Development the night before and congratulated him on the appointment. Quinn stated his thanks and that he was looking forward to working with Planning Commission. Lowrey noted that all items presented at the August Planning Commission were approved by City Council on August 16, 2022. The items approved were Preliminary Platt Approval for Major Subdivision on Barkley Road, a rezone request for properties located at 5530 Old Highway 42 from R-1C, B-3 to I-1, a rezone request at 105/106 Redus St from B-5 to I-1, and two conditional use requests for cannabis dispensaries at 2772 Oak Grove Road and 6335 US HWY 49.

CHAIR'S REPORT

There came the matter of the Chair's Report by Chair Mark Miller. He noted that he had visited the City of Jackson a few days ago and shared his sympathies toward his fellow Mississippians in Jackson in dealing with their current water crisis.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Rezone From B-2 to B-3), filed by Dennis Pierce, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a property located at 4 Willow Pointe (Parcel 051L-11-038.000, PPIN 20292; Lamar County, Ward 3) from Section 4.5.9 B-2 Neighborhood Business District to Section 5.4.10 B-3 Community Business District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Robbie Griffin	23 Liberty Place	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Robbie Griffin, representative on behalf of Dennis Pierce, the applicant, presented the application. He stated he is the property manager and leasing agent for the applicant and they have over 105 commercial tenants throughout the City. Griffin noted that Dennis Pierce's father

passed away that morning and so he would be presenting the case in his absence. He noted that the property was primarily developed as a retail center and shared a brief history of the property and development. Griffin noted that several of the tenants on site are now professional medical services and they currently have a medical cannabis dispensary that is looking to occupy one of their units, which requires B-3 zoning and is the primary reason for the rezoning request. Griffin noted that they would like to focus on professional medical services, where medical cannabis would be allowed with the up zone and keep in trend with the current tenants.

Miller noted the odd shape and design of the shopping center and noted that it appears it was built backward, referring to the back side of the building facing Weathersby Road. Griffin noted that Mr. Pierce constructed the building around the same time the mall was being completed and believed another developer was going to build a shopping center across from it, which never happened. Griffin shared that Pierce sold the property at some point and then reacquired it during “COVID” and has since tried to occupy all of the spaces. He noted that they’ve primarily had professional services in the suites and not purely retail. He was uncertain why the property was zoned B-2 with all of the surrounding B-5 zonings. Chair Miller asked for clarification on long-term plans with the change in zoning other than to allow for an additional tenant. Griffin noted there were no long-term plans to change the property and reiterated the change was for the addition of a medical cannabis dispensary.

With Griffin having no further comments, Chair Miller then declared the public hearing portion of the meeting closed. The commissioners discussed the need for the rezone and whether it is specific to the potential tenant or if it is appropriate for the location. Chair Miller noted he had a concern about spot-zoning in that there would be no B-3 nearby and it would create a challenge for the commission in selecting a basis for approval. Lowrey noted that B-3 may be considered a transition between B-5 and B-2. Commissioner Conville noted the expansion of permitted businesses and tenants is a common trend among retail and mall-related commercial properties.

A motion was made by Commissioner Conville to approve the request based on the criteria that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for rezoning. Commissioner Lockett seconded the motion. A roll call vote was then conducted.

Commissioners voting aye: Dick Conville

Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keysear
Elayne Lockett
Luke McNair (via GoToMeeting)
Mark Miller
Rhoda A. Pickett
Rebekah Ray

Commissioners voting nay: None

INTRODUCTIONS

The Commissioners introduced themselves.

BUSINESS MEETING

Having no further business, Commissioner Pickett made a motion to adjourn. The motion was seconded by Commissioner Lockett and the public meeting was adjourned at 1:40 PM.

Mark Miller, Chair

Ginger Lowrey, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Laken Camp, Grants Coordinator

cc: Peggy Sealy, Chief of Police

Date: Tuesday, October 18, 2022

Re: Ratification of the submitted grant application to the Georgia Pacific Foundation Grant program to fund the purchase of 2 patrol vehicles and vehicle equipment for an estimated cost of \$110,000.00.
File Number: 2022-774
Minute Book #

Summary

Georgia Pacific Foundation Grant Program

Recommendation Statement

I recommend ratification of the submitted grant application to the Georgia Pacific Foundation Grant Program to fund the purchase of 2 patrol vehicles and vehicle equipment for an estimated cost of \$110,000.00.

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

From: [Georgia-Pacific Foundation](#)
To: [Camp, Laken](#)
Subject: Your Application Submission
Date: Monday, October 10, 2022 12:22:02 PM

Thank you for your submission. Your application has been submitted successfully, and the tracking number is 69709.

Applications are reviewed on a rolling cycle throughout the year. Due to year-end limited funding, early submission is encouraged. The Georgia-Pacific Foundation will respond with written notification within 60 business days of receipt of request. For your records, here is a copy of the contents of your application.

We appreciate your interest in the Georgia-Pacific Foundation.
Georgia-Pacific Foundation Staff

GP Grant Application

Thank You! Your application has been submitted.

ORGANIZATION INFORMATION

Organization Name

City of Hattiesburg Police Department

Address

701 James Street

City

Hattiesburg

State Zip Code

MS 39401

Website

Federal Tax ID Number

646000432

Organization Overview

Brief description of organization's mission and history

The Hattiesburg Police Department consists of 100 sworn officers and services an area of approximately 53 square miles. Of the 100 sworn officers; 63 are patrol officers, 14 are admin, 11 are detectives, 8 are traffic, 3 are training officers, 2 are community relations, 1 assigned to city hall, 1 assigned to court, 8 are special operations and 3 are part-time.

Organization Type

Municipalities (city, state, federal)

Annual Operating Budget

13875681.00

Enter the number of miles your organization is located from the GP facility.

For a list of facilities [Click Here](#). To verify your distance from a facility [Click Here](#) for MapQuest

(Approximately 30 mile radius)

6.5

GP Facility Name

MS-Hattiesburg SPG

CONTACT INFORMATION

Primary Contact for this Request

Prefix **First Name** **Last Name**

Mr. Neal Rockhold

Title

Lieutenant/Fleet Manager

E-mail

nrockhold@hattiesburgms.com

Office Address

701 James Street

City **State** **Zip Code**

Hattiesburg MS 39401

Phone **Fax** **Mobile Phone**

6015454900 6015064988

Leadership Contact

President/CEO/Executive Director/Board President

Prefix **First Name** **Last Name**

Ms. Peggy Sealy

Title

Chief of Police

Office Phone **E-mail**

6015454900 psealy@hattiesburgms.com

APPLICATION

GP Investment Area (4Es)

Will the project or program for which you are requesting funding make a significant impact in one of the four key areas?

(Select only one area)

-Enrichment-Safety / Violence Prevention

Type of Support

General Operating

Project Title

Hattiesburg Police Patrol Vehicle Funding

Project Description

The intent of this project is to purchase 2 new Dodge Durango patrol vehicles for the City of Hattiesburg Police Department for patrol officers. Of the 82 marked patrol vehicles currently in service, 42 are 8 years or older, 27 are 4 years old and 13 are 1 year old. 24 of the 82 marked vehicles have over 130,000 miles, and an additional 16 have over 100,000 miles on the engines (this does not include idle time). With 76 officers driving patrol vehicles, the department is only able to maintain six back-up units for officer use while their vehicles are down for repair or for use by part-time officers.

Measurable Outcomes

The addition of two new patrol vehicles will allow for the retirement of some of the police department's oldest vehicles in service. This will also allow for the use of the older vehicles as back-up units if needed and will ensure officers do not have to share vehicles or ride two officers to one vehicle, thereby increasing response times and reducing the amount of security coverage in the city.

Geographical Area Served

Mississippi

Target Audience Number of People Impacted

All

49278

Ethnicity Gender

All

All

Project Budget Request Amount

109824.00

110000.00

Other Corporate Sponsors

Provide a list of organizations that have committed support for this project.

Are you applying for multiple grants?

No

ATTACHMENTS

List of Board Members - *If applicable*

Include Name, Company Affiliations, Title

W-9

(Rev. December 2014) version of the [IRS W-9 form](#) is required.

If you are selected as a Winner and you did not upload the IRS W9 (Rev. December 2014) version, then your check may be delayed.

Choose file first, then select Upload

[COH W-9_VER_1.pdf](#)

IRS 990 Page 1, IRS 990N, or Georgia-Pacific Government Entity Confirmation Form

You must attach one of the following:

- If your non-profit organization is required to file an IRS 990, you must upload IRS 990 Page 1.

- If your non-profit organization is NOT required to file an IRS 990, you must upload IRS 990N.

- If your organization is operating under a local, state or federal government entity, you must complete and upload the [GP Government Entity Confirmation Form](#).

[Signed GP Government Entity Form.pdf](#)

Are you part of a national organization?

Example: Chapter or affiliate operating under a national organization's Federal Tax ID

No

If you are part of a national organization, complete and upload the Georgia-Pacific Nonprofit Affiliate Confirmation Form:

[Click Here for the GP Nonprofit Affiliate Confirmation Form](#)

IRS 990 Schedule A Page 1

If your non-profit organization is required to file an IRS 990, you must upload IRS 990 Schedule A Page 1.

IRS Tax Determination Letter, if applicable



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 18, 2022

Re: Acknowledge receipt of the monthly budget report for the month ending September 30, 2022.
File Number: 2022-765
Minute Book #

Summary

Recommendation Statement

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

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

JOURNAL DETAIL 2022 1 TO 2022 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
001001 REVENUES						
206500 HOUSING AUTHORITY	-21,000	-21,000	-14,830.53	.00	-6,169.47	70.6%
206600 MERCHANTS COMPANY	0	0	-1,000.00	.00	1,000.00	100.0%
220000 PRIVILEGE LICENSES	-140,000	-140,000	-151,946.91	-31,824.88	11,946.91	108.5%
220100 PROPANE RETAIL LICENSE FEE	0	0	-95.00	-50.00	95.00	100.0%
221100 ELECTRICAL FRANCHISE	-3,030,000	-3,030,000	-2,885,825.64	-3,768.20	-144,174.36	95.2%
221200 SOLID WASTE OPER/FRANCHISE	-154,000	-154,000	-162,064.19	-8,094.95	8,064.19	105.2%
221400 FIBER INFRASTRUCTURE-UNITI FI	0	0	-8,225.47	.00	8,225.47	100.0%
221500 GAS FRANCHISE	-160,000	-160,000	-184,914.50	.00	24,914.50	115.6%
221800 CSPIRE FIBER-TELEPAK FRANCHIS	-1,000	-1,000	-3,646.27	.00	2,646.27	364.6%
221900 CABLE T.V. FRANCHISE	-390,000	-390,000	-338,699.88	.00	-51,300.12	86.8%
222100 BUILDING PERMIT/INSPECTION	-340,000	-340,000	-461,318.00	-52,635.00	121,318.00	135.7%
222300 SIGN PERMIT	-18,000	-18,000	-17,621.00	-907.00	-379.00	97.9%
222400 LAND CODE ENFORCEMENT	-15,000	-15,000	-14,095.00	-1,125.00	-905.00	94.0%
222500 GAS & PLUMBING	-12,000	-12,000	-7,550.00	-450.00	-4,450.00	62.9%
222600 ELECTRICAL INSPECTION	-14,000	-14,000	-10,253.00	-929.00	-3,747.00	73.2%
222700 DEMOLITION PERMIT	-2,000	-2,000	-1,200.00	.00	-800.00	60.0%
222800 HOUSE MOVING	-1,000	-1,000	-1,450.00	-50.00	450.00	145.0%
223400 PROPERTY CLEAN-UP COST	-155,008	-155,008	-83,523.05	-17,535.01	-71,484.95	53.9%
223600 WRECKER REGISTRATION FEE	-500	-500	-425.00	-25.00	-75.00	85.0%
223700 BURN OR MISC FIRE PERMITS	-2,100	-2,100	-1,500.00	.00	-600.00	71.4%
223800 AMBULANCE PERMIT	0	0	-900.00	.00	900.00	100.0%
223900 TRANSIENT VENDOR FEES	0	0	-1,500.00	-125.00	1,500.00	100.0%
224500 ZONING CERTIFICATE FEE	-10,000	-10,000	-13,025.00	-875.00	3,025.00	130.3%
225500 CONTRACTOR LICENSE FEE	0	0	-250.00	.00	250.00	100.0%
225600 GOLF CART REGISTRATION	0	0	-5,600.00	-5,600.00	5,600.00	100.0%
229000 NSF CHECK FEE	-200	-200	-80.00	.00	-120.00	40.0%
229900 MISC. PERMITS & FEES	-40,000	-40,000	-76,736.00	-6,163.00	36,736.00	191.8%
230100 HHS.-SAMHSA GRANT	0	-385,230	-145,973.81	.00	-239,256.19	37.9%
230600 JUST.-TREAS(ATF)	0	0	-94.24	.00	94.24	100.0%
230700 JUST.-OTHER	-15,600	-15,600	-3,235.96	.00	-12,364.04	20.7%
231000 JUST.-JAIL DIVERSION	-385,230	0	.00	.00	.00	.0%
231100 JUST.-BYRNE GRANTS	-36,808	-36,808	-2,700.00	.00	-34,108.00	7.3%
231600 JUST.-COPS HIRING RECOVERY	0	-163,337	.00	.00	-163,337.00	.0%
231700 JUST.-UNIVERSAL COPS	-65,979	-65,979	-6,153.22	.00	-59,825.78	9.3%
232100 HHS-HIDTA NARCOTICS GRANT	-27,580	-27,580	-20,118.35	-5,385.77	-7,461.65	72.9%
233700 FEMA RELIEF	-700,000	-700,000	-121,160.34	.00	-578,839.66	17.3%
233900 MISC FEDERAL GRANTS	0	-176,375	.00	.00	-176,375.00	.0%
236200 HUD-LEAD HAZARD REDUCT GRANT	0	-462,114	.00	.00	-462,114.00	.0%
250300 MISCELLANEOUS STATE GRANTS	0	-58,420	.00	.00	-58,420.00	.0%
250500 ARCHIVES & HISTORY	-102,400	-102,400	.00	.00	-102,400.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

JOURNAL DETAIL 2022 1 TO 2022 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
251500 POLICE ACADEMY REIMB.	0	0	-43,200.00	.00	43,200.00	100.0%
251800 SOLID WASTE GRANT	-75,000	-75,000	-75,000.00	.00	.00	100.0%
252600 STOP VIOLENCE GRANT	-34,850	-41,748	-31,136.25	-5,648.07	-10,611.75	74.6%
2526MC STOP VIOLENCE-MUNI COURT GRAN	0	-70,526	-32,618.83	-8,462.36	-37,907.17	46.3%
252700 ALCOHOL INCENTIVE	-85,900	-85,900	-45,339.14	-11,122.93	-40,560.86	52.8%
254500 DISASTER RELIEF	0	0	-25.00	.00	25.00	100.0%
260000 GENERAL SALES TAX	-23,500,000	-23,500,000	-27,258,593.80	-2,258,700.95	3,758,593.80	116.0%
260100 CITY UTILITY TAX	-8,000	-8,000	-28,850.58	-1,983.11	20,850.58	360.6%
261000 ALCOHOLIC BEV. LICENSE	-140,000	-140,000	-163,730.07	-15,525.00	23,730.07	117.0%
267000 MPO-METROPOLITAN PLANNING	-373,063	-373,063	-131,730.91	-37,637.89	-241,332.09	35.3%
270900 LAMAR/FORREST-HAZ.WASTE PROJ	0	0	-15,108.78	-7,554.39	15,108.78	100.0%
285500 CRIME SCENE UNIT CONT AGRMT	-40,000	-40,000	-50,000.00	.00	10,000.00	125.0%
287000 POLICE/FIRE-SPECIAL DUTY	-380,000	-380,000	-140,007.40	-5,480.00	-239,992.60	36.8%
288300 US MARSHALL O/T REIMB.	-12,000	-12,000	-11,623.34	-2,764.60	-376.66	96.9%
288400 FED BUREAU INVEST O/T REIMB.	-3,000	-3,000	.00	.00	-3,000.00	.0%
291000 PARKING METERS	0	0	-767.85	-65.10	767.85	100.0%
295100 RECYCLING PICK UP	-115,000	-115,000	-111,452.54	-10,243.08	-3,547.46	96.9%
296000 TRASH HAULING	-140,000	-140,000	-180,847.88	-10,882.65	40,847.88	129.2%
296500 RESIDENTL WASTE COLLECTN	-2,035,000	-2,035,000	-1,940,543.10	-177,603.36	-94,456.90	95.4%
331000 MUNICIPAL COURT COLLECTIONS	0	0	-768.55	.00	768.55	100.0%
332000 POLICE FINES	-650,000	-650,000	-25,420.21	.00	-624,579.79	3.9%
332100 CITY COURT COSTS	-98,000	-98,000	-66,624.96	-6,581.91	-31,375.04	68.0%
332200 CCC-JAIL REIMB.	-100	-100	-40.00	.00	-60.00	40.0%
332700 ANIMAL CONTROL	0	0	-83.72	-1.43	83.72	100.0%
332800 COURT TECHNOLOGY FEE	-130,000	-481,624	-178,287.34	-15,045.39	-303,336.66	37.0%
333000 ENVIRONMENTAL COURT FINES	-10,000	-10,000	-4,267.70	-35.15	-5,732.30	42.7%
340500 CHECKING ACCOUNT INTEREST	-120,000	-120,000	-46,292.51	-3,951.89	-73,707.49	38.6%
341201 TRAIN DEPOT FACILITY	-10,000	-10,000	-26,675.25	-225.00	16,675.25	266.8%
341202 P&F ACADEMY RENTALS	0	0	-6,100.00	.00	6,100.00	100.0%
341203 PBMH-COURTESY FORD BLDG RENTA	-24,000	-24,000	-11,000.00	-1,000.00	-13,000.00	45.8%
341205 SEXUAL ASSAULT CRISIS CTR	0	0	-1,000.00	.00	1,000.00	100.0%
341207 MERCHANTS	-2,400	-2,400	-1,600.00	-200.00	-800.00	66.7%
341500 PARKING GARAGE-CIVIC CTR	-24,150	-24,150	-12,585.00	-487.50	-11,565.00	52.1%
341600 PARKING GARAGE-PINE ST.	-15,000	-15,000	-12,720.00	-3,255.00	-2,280.00	84.8%
341701 MAIN STREET PARKING LOT	-7,000	-7,000	-5,950.00	-260.00	-1,050.00	85.0%
341704 MOBILE ST. PKG.LOT #1	-480	-480	-960.00	-480.00	480.00	200.0%
341707 HEMPHILL PKG. LOT	-1,500	-1,500	-1,800.00	-150.00	300.00	120.0%
341708 EAST PINE PKG.LOT	-600	-600	.00	.00	-600.00	.0%
341710 REGIONS BANK STREET PARKING	-400	-400	.00	.00	-400.00	.0%
342000 CEMETERY FEES	-40,000	-40,000	-41,135.00	-2,250.00	1,135.00	102.8%
345501 CONTR-HISTORIC HBRG DWTWN ASS	-30,000	-30,000	-60,000.00	.00	30,000.00	200.0%
346500 CONTRIB-H'BURG. CONV. COMM.	0	0	-4,000.00	.00	4,000.00	100.0%
346900 CONTRIB-OTHER	-4,000	-4,000	-5,000.00	.00	1,000.00	125.0%
347000 CONTRIB-MIDNIGHT ON FRONT ST	0	-4,000	-4,000.00	.00	.00	100.0%

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347300 CONTRIB-KEEP AMERICA BEAUTIFUL	0	0	-1,000.00	.00	1,000.00	100.0%
359000 POLICE DEPT-MISC CHARGES	-30,000	-30,000	-537,489.35	-49,857.82	507,489.35	1791.6%
380011 T/F WATER & SEWER	-824,000	-824,000	-824,000.00	.00	.00	100.0%
380025 T/F '11 TIF B&I KOHLS	0	-500	.00	.00	-500.00	.0%
380027 T/F TAX COLLECTORS-GPT	-19,260,000	-19,260,000	-19,321,953.41	-1,064,203.21	61,953.41	100.3%
3800EB T/F TAX COLL-EXCESS BID	-160,000	-160,000	-174,404.94	.00	14,404.94	109.0%
3800IP T/F TAX COLL-INT/PEN	-200,000	-200,000	-258,695.38	-76,827.29	58,695.38	129.3%
392000 SALE OF REAL ESTATE	-91,500	-91,500	-14,575.00	.00	-76,925.00	15.9%
392500 SALE OF EASEMENTS	0	0	-41,535.00	.00	41,535.00	100.0%
393000 SALE OF CEMETERY LOTS	-50,000	-50,000	-86,890.00	-9,045.00	36,890.00	173.8%
394000 SALE OF EQUIPMENT	-270,000	-270,000	-2,714.00	-2,714.00	-267,286.00	1.0%
394300 SALE OF SCRAP MATERIAL	-2,000	-2,000	-5,536.63	.00	3,536.63	276.8%
394700 SALE OF MAPS/PUBLICATIONS	0	0	-38.00	.00	38.00	100.0%
395000 MDB LOAN PYMT-HUB CITY LOFTS	0	0	.00	575.00	.00	.0%
395900 COPIES/RECORDS REQUEST FEES	0	0	-131.00	.00	131.00	100.0%
396400 VENDING COMM./REFUNDS	0	0	-27.14	.00	27.14	100.0%
396500 REFUND & RECOVERY	-25,000	-25,000	-31,111.48	3,204.56	6,111.48	124.4%
396700 RECOVERY OF DAMAGE CLAIMS	0	0	-840.00	-840.00	840.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-12,500,000	-14,472,933	.00	.00	-14,472,933.00	.0%
TOTAL REVENUES	-67,361,348	-70,628,075	-56,825,537.40	-3,922,847.33	-13,802,537.60	80.5%

002001 PKS/REC FUND REVENUES

233900 MISC FEDERAL GRANTS	-1,000	-1,000	.00	.00	-1,000.00	.0%
250300 MISCELLANEOUS STATE GRANTS	-6,660	-6,660	-6,660.00	.00	.00	100.0%
311000 SWIM FEES-C.E. ROY/5TH ST CC	-200	-200	.00	.00	-200.00	.0%
311200 SWIM FEES-DAHMER PARK	-300	-300	.00	.00	-300.00	.0%
312200 SUMMER DAY CAMP	-4,000	-4,000	.00	.00	-4,000.00	.0%
313800 TATUM PK PAVILION USE	0	0	-465.00	.00	465.00	100.0%
313900 EASTSIDE PK PAVILION USE	-400	-400	-480.00	-50.00	80.00	120.0%
314700 DAHMER PAVILION USE FEE	-400	-400	-1,120.36	-50.00	720.36	280.1%
315000 BALLFIELD USE FEES	-2,000	-2,000	-2,155.00	.00	155.00	107.8%
315100 PARKS-MISC USE FEES	-1,000	-1,000	-4,580.00	-480.00	3,580.00	458.0%
316002 LITTLE TIGERS BASKETBALL	-5,000	-5,000	-2,835.00	.00	-2,165.00	56.7%
316004 YOUTH TRACK & FIELD	-1,500	-1,500	-720.00	.00	-780.00	48.0%
316015 TACKLE FOOTBALL	0	0	-3,510.00	.00	3,510.00	100.0%
316020 CHEER LEADING	0	0	-855.00	.00	855.00	100.0%
316202 ADULT BASKETBALL	-4,000	-4,000	-2,575.00	.00	-1,425.00	64.4%
316203 ADULT CO-ED SOFTBALL	-6,000	-6,000	-1,400.00	.00	-4,600.00	23.3%
316204 ADULT MEN'S SOFTBALL	-6,000	-6,000	-3,150.00	.00	-2,850.00	52.5%
316209 ADULT FLAG FOOTBALL	-1,000	-1,000	-1,000.00	.00	.00	100.0%

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316210 ADULT DODGEBALL	-1,000	-1,000	.00	.00	-1,000.00	.0%
316211 ADULT KICKBALL	0	0	-550.00	.00	550.00	100.0%
316215 ADULT VOLLEY BALL	-1,000	-1,000	.00	.00	-1,000.00	.0%
316218 COOKING CLASS	0	0	-600.00	.00	600.00	100.0%
317800 DRAMA,ART,DANCE LESSONS	0	0	-36,631.75	-3,885.00	36,631.75	100.0%
340500 CHECKING ACCOUNT INTEREST	-4,000	-4,000	-2,850.30	-310.29	-1,149.70	71.3%
345006 CONTRIB-JAYCEE PARK RENOVATIO	0	0	-500,000.00	.00	500,000.00	100.0%
380001 T/F GENERAL FUND	-1,495,000	-1,745,000	-1,745,000.00	.00	.00	100.0%
380027 T/F TAX COLLECTORS-GPT	-979,000	-979,000	-986,294.52	-52,077.20	7,294.52	100.7%
396500 REFUND & RECOVERY	0	0	-531.34	.00	531.34	100.0%
399900 APPROPRIABLE FUND BALANCE	-1,300,000	-811,236	.00	.00	-811,236.00	.0%
TOTAL PKS/REC FUND REVENUES	-3,819,460	-3,580,696	-3,303,963.27	-56,852.49	-276,732.73	92.3%
004001 LIBRARY FUND REVENUES						
380027 T/F TAX COLLECTORS-GPT	0	0	-962,686.48	-50,830.67	962,686.48	100.0%
TOTAL LIBRARY FUND REVENUES	0	0	-962,686.48	-50,830.67	962,686.48	100.0%
005001 H.M.F.P.FUND REVENUES						
262000 PRO-RATA FIRE INS. PREM	-264,000	-264,000	-599,625.70	.00	335,625.70	227.1%
262500 FIRE INS REBATE/CODE ENF/COMP	-7,500	-7,500	-16,278.22	.00	8,778.22	217.0%
286200 FIRE PROT.SHARE-USM	-95,652	-95,652	-95,652.00	.00	.00	100.0%
340500 CHECKING ACCOUNT INTEREST	-2,400	-2,400	-3,027.53	-201.51	627.53	126.1%
399900 APPROPRIABLE FUND BALANCE	-625,000	-314,342	.00	.00	-314,342.00	.0%
TOTAL H.M.F.P.FUND REVENUES	-994,552	-683,894	-714,583.45	-201.51	30,689.45	104.5%
008001 SPEC.ST.IMPR REVENUES						
265000 MUNICIPAL AID	-60,000	-60,000	-77,979.12	.00	17,979.12	130.0%
340500 CHECKING ACCOUNT INTEREST	-500	-500	-1,668.74	-418.91	1,168.74	333.7%
399900 APPROPRIABLE FUND BALANCE	-189,000	-187,069	.00	.00	-187,069.00	.0%
TOTAL SPEC.ST.IMPR REVENUES	-249,500	-247,569	-79,647.86	-418.91	-167,921.14	32.2%
009001 W&S O&M REVENUES						

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295500 LAGOON DUMPING	-40,000	-40,000	-59,660.00	-6,360.00	19,660.00	149.2%
340500 CHECKING ACCOUNT INTEREST	-3,500	-3,500	-4,901.75	-249.95	1,401.75	140.1%
380011 T/F WATER & SEWER	-13,000,000	-13,700,000	-13,700,000.00	-1,500,337.00	.00	100.0%
394300 SALE OF SCRAP MATERIAL	-3,000	-3,000	-2,662.90	.00	-337.10	88.8%
396500 REFUND & RECOVERY	0	0	11,217.48	11,241.61	-11,217.48	100.0%
399900 APPROPRIABLE FUND BALANCE	-2,000,000	-1,811,765	.00	.00	-1,811,765.00	.0%
TOTAL W&S O&M REVENUES	-15,046,500	-15,558,265	-13,756,007.17	-1,495,705.34	-1,802,257.83	88.4%
010001 W&S B&I REVENUES						
340500 CHECKING ACCOUNT INTEREST	-75,000	-75,000	-14,357.27	-1,348.95	-60,642.73	19.1%
340700 OTHER INTEREST	0	0	-3,050.30	-3,014.90	3,050.30	100.0%
380011 T/F WATER & SEWER	0	0	-337,500.00	-170,833.00	337,500.00	100.0%
380021 T/F 21 REFUNDING	-2,050,000	-2,050,000	-1,879,163.00	.00	-170,837.00	91.7%
3800B T/F WATER & SEWER '12	-500,000	-500,000	-458,337.00	-41,667.00	-41,663.00	91.7%
3800C T/F WATER & SEWER '13	-1,500,000	-1,500,000	-1,329,037.87	-125,000.00	-170,962.13	88.6%
3800D T/F WATER & SEWER '16	-2,500,000	-2,500,000	-2,949,872.00	-208,333.00	449,872.00	118.0%
3800GO T/F '10 W&S GO BONDS	-300,000	-300,000	-300,000.00	-25,000.00	.00	100.0%
3800M T/F WTR/SWR(METER GO)	-700,000	-700,000	-699,996.33	-58,333.00	-3.67	100.0%
396500 REFUND & RECOVERY	0	0	-104,570.06	-104,503.13	104,570.06	100.0%
399900 APPROPRIABLE FUND BALANCE	-36,400,000	-36,801,935	.00	.00	-36,801,935.00	.0%
TOTAL W&S B&I REVENUES	-44,025,000	-44,426,935	-8,075,883.83	-738,032.98	-36,351,051.17	18.2%
011001 WATER & SEWER REVENUES						
229000 NSF CHECK FEE	-2,500	-2,500	-1,960.00	-160.00	-540.00	78.4%
340500 CHECKING ACCOUNT INTEREST	-40,000	-40,000	-10,565.36	-1,013.62	-29,434.64	26.4%
360001 RESIDENTIAL WATER-NO TAX	-7,400,000	-7,400,000	-7,023,320.13	-618,957.17	-376,679.87	94.9%
360002 TAXABLE WATER SALES	-3,020,000	-3,020,000	-3,070,466.22	-238,241.69	50,466.22	101.7%
360003 TAXABLE WATER-USA YEAST	-110,000	-110,000	-370,668.52	-76,033.00	260,668.52	337.0%
360011 NON-RESIDENTIAL WATER	-1,354,670	-1,354,670	-1,255,053.89	-74,945.53	-99,616.11	92.6%
361000 TAPS	-150,000	-150,000	-175,400.35	-4,965.40	25,400.35	116.9%
362000 WATER TURN-ON FEE	-60,000	-60,000	-70,290.00	-5,440.00	10,290.00	117.2%
362500 SEWER TAPS	-50,000	-50,000	-13,905.00	-1,500.00	-36,095.00	27.8%
363001 NON-RESIDENTIAL SEWER	-3,895,000	-3,895,000	-3,734,422.04	-531,929.22	-160,577.96	95.9%
363002 RESIDENTIAL SEWER	-6,395,000	-6,395,000	-6,824,238.08	-559,642.95	429,238.08	106.7%
363003 LAMAR PARK SEWER	-80,000	-80,000	-50,344.45	.00	-29,655.55	62.9%
363004 MARSHALL DURBIN SEWER	-410,000	-410,000	-597,746.86	-42,817.48	187,746.86	145.8%

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363005 PETAL SEWER	-420,000	-420,000	-423,797.57	-35,303.40	3,797.57	100.9%
363007 PBRSWMA-LEACHATE	-4,800	-4,800	-7,981.37	.00	3,181.37	166.3%
363008 ZEON CHEMICALS	-29,000	-29,000	-25,872.92	-2,976.32	-3,127.08	89.2%
363009 USA YEAST SEWER	-186,000	-186,000	-599,279.04	-67,753.00	413,279.04	322.2%
363010 DAIRY FRESH SEWER	-175,000	-175,000	-182,890.66	-17,138.00	7,890.66	104.5%
396500 REFUND & RECOVERY	0	0	-905.22	.00	905.22	100.0%
TOTAL WATER & SEWER REVENUES	-23,781,970	-23,781,970	-24,439,107.68	-2,278,816.78	657,137.68	102.8%
012001 TIF B&I-PLANET FITNES-REVENUES						
270500 FORREST CTY	-33,579	-33,579	-32,128.00	.00	-1,451.00	95.7%
340500 CHECKING ACCOUNT INTEREST	0	0	-363.05	-30.04	363.05	100.0%
380027 T/F TAX COLLECTORS-GPT	-27,667	-27,667	-27,667.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-134,000	-134,536	.00	.00	-134,536.00	.0%
TOTAL TIF B&I-PLANET FITNES-REVEN	-195,246	-195,782	-60,158.05	-30.04	-135,623.95	30.7%
013001 CITY B&I REVENUES						
340500 CHECKING ACCOUNT INTEREST	-75,000	-75,000	-13,018.33	-1,063.14	-61,981.67	17.4%
340700 OTHER INTEREST	-5,000	-5,000	-.21	.00	-4,999.79	.0%
380027 T/F TAX COLLECTORS-GPT	-2,390,000	-2,390,000	-2,461,287.67	-130,280.19	71,287.67	103.0%
399900 APPROPRIABLE FUND BALANCE	-5,600,000	-6,189,799	.00	.00	-6,189,799.00	.0%
TOTAL CITY B&I REVENUES	-8,070,000	-8,659,799	-2,474,306.21	-131,343.33	-6,185,492.79	28.6%
014001 SCHOOL FUND REVENUES						
380027 T/F TAX COLLECTORS-GPT	0	0	-19,656,163.70	-929,705.07	19,656,163.70	100.0%
3800SB T/F TAX COLL-GPT-'88 BONDS	0	0	-2,674,973.31	-125,254.01	2,674,973.31	100.0%
TOTAL SCHOOL FUND REVENUES	0	0	-22,331,137.01	-1,054,959.08	22,331,137.01	100.0%
017001 SUPP ENV PROJ REVENUES						

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340700 OTHER INTEREST	0	0	-216.53	-216.07	216.53	100.0%
380011 T/F WATER & SEWER	-50,000	-50,000	-50,000.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-50,000	-50,000	.00	.00	-50,000.00	.0%
TOTAL SUPP ENV PROJ REVENUES	-100,000	-100,000	-50,216.53	-216.07	-49,783.47	50.2%
018001 P&FD&R REVENUES						
380027 T/F TAX COLLECTORS-GPT	0	0	-1,409,247.76	-74,512.00	1,409,247.76	100.0%
TOTAL P&FD&R REVENUES	0	0	-1,409,247.76	-74,512.00	1,409,247.76	100.0%
019001 POL.FORFEITURES REVENUES						
332100 CITY COURT COSTS	0	-1,102	-8,198.91	-613.68	7,096.91	744.0%
332300 NARC.FORFEITURES-POLICE	0	-1,726	-12,175.27	-1,285.10	10,449.27	705.4%
340500 CHECKING ACCOUNT INTEREST	0	0	-29.51	-2.16	29.51	100.0%
399900 APPROPRIABLE FUND BALANCE	-100,000	-90,124	.00	.00	-90,124.00	.0%
TOTAL POL.FORFEITURES REVENUES	-100,000	-92,952	-20,403.69	-1,900.94	-72,548.31	22.0%
020001 2002 TIF B&I-S/P REVENUES						
270500 FORREST CTY	-141,401	-141,401	-141,401.00	.00	.00	100.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-805.51	-80.48	805.51	100.0%
380027 T/F TAX COLLECTORS-GPT	-138,876	-138,876	-138,876.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-360,000	-328,648	.00	.00	-328,648.00	.0%
TOTAL 2002 TIF B&I-S/P REVENUES	-640,277	-608,925	-281,082.51	-80.48	-327,842.49	46.2%
022001 2003 TIF B&I-C/S REVENUES						
340500 CHECKING ACCOUNT INTEREST	-2,000	-2,000	-585.65	-47.84	-1,414.35	29.3%
380027 T/F TAX COLLECTORS-GPT	-200,000	-200,000	-200,000.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-209,253	-209,070	.00	.00	-209,070.00	.0%
TOTAL 2003 TIF B&I-C/S REVENUES	-411,253	-411,070	-200,585.65	-47.84	-210,484.35	48.8%

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023001 2007 TIF B&I-T/C REVENUES						
270800 LAMAR CTY	-61,945	-61,945	-61,945.00	.00	.00	100.0%
340500 CHECKING ACCOUNT INTEREST	-2,000	-2,000	-533.63	-53.98	-1,466.37	26.7%
380027 T/F TAX COLLECTORS-GPT	-115,000	-115,000	-115,000.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-200,000	-208,518	.00	.00	-208,518.00	.0%
TOTAL 2007 TIF B&I-T/C REVENUES	-378,945	-387,463	-177,478.63	-53.98	-209,984.37	45.8%
024001 2008 TIF B&I-L/C REVENUES						
340500 CHECKING ACCOUNT INTEREST	-600	-600	-100.06	-13.32	-499.94	16.7%
380027 T/F TAX COLLECTORS-GPT	-40,000	-40,000	-98,000.00	.00	58,000.00	245.0%
399900 APPROPRIABLE FUND BALANCE	-74,815	-75,087	.00	.00	-75,087.00	.0%
TOTAL 2008 TIF B&I-L/C REVENUES	-115,415	-115,687	-98,100.06	-13.32	-17,586.94	84.8%
025001 2011 TIF B&I-KOHL'S REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	-10	-.93	-.05	-9.07	9.3%
399900 APPROPRIABLE FUND BALANCE	-553	-490	.00	.00	-490.00	.0%
TOTAL 2011 TIF B&I-KOHL'S REVENUES	-553	-500	-.93	-.05	-499.07	.2%
026001 2016 TIF B&I-WHISP PINES REVEN						
270500 FORREST CTY	-205,773	-205,773	-205,773.00	.00	.00	100.0%
340500 CHECKING ACCOUNT INTEREST	-3,000	-3,000	-1,528.36	-133.30	-1,471.64	50.9%
380027 T/F TAX COLLECTORS-GPT	-167,296	-167,296	-167,296.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-505,250	-510,502	.00	.00	-510,502.00	.0%
TOTAL 2016 TIF B&I-WHISP PINES RE	-881,319	-886,571	-374,597.36	-133.30	-511,973.64	42.3%
027000 TAX COLLECTOR'S BALNCE SHEET						

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2020SC PERSONALTY-SCHOOL	0	0	-122,323.83	.00	122,323.83	100.0%
TOTAL TAX COLLECTOR'S BALNCE SHEE	0	0	-122,323.83	.00	122,323.83	100.0%

027001 TAX COLLECTOR'S REVENUES

2001CI REALTY-CITY	0	0	-16,996,166.22	-878,348.00	16,996,166.22	100.0%
2001SC REALTY-SCHOOL	0	0	-13,164,000.08	-874,104.36	13,164,000.08	100.0%
200500 HOMESTEAD LOSS	0	0	313,475.04	14,031.30	-313,475.04	100.0%
200600 EXEMPT-TAX LOSS REIMB.	0	0	-509,317.49	-285,123.95	509,317.49	100.0%
2010CI PRSNLT AUTO-CITY	0	0	-1,987,403.90	-190,668.30	1,987,403.90	100.0%
2010SC PRSNLT AUTO-SCHOOL	0	0	-1,814,306.00	-160,847.91	1,814,306.00	100.0%
2020CI PERSONALTY-CITY	0	0	-6,312,238.79	-25,433.99	6,312,238.79	100.0%
2020SC PERSONALTY-SCHOOL	0	0	-7,280,997.77	-26,674.20	7,280,997.77	100.0%
2026GE RENTAL VEHICLES-GENERAL	0	0	-175,860.58	.00	175,860.58	100.0%
203100 NON-EXEMPT REALTY P/Y	0	0	-42,265.08	-3,473.50	42,265.08	100.0%
203500 EXEMPT REALTY P/Y	0	0	-69,946.81	-5,596.19	69,946.81	100.0%
204000 PERSONALTY-AUTO P/Y	0	0	-340,724.37	-1,903.88	340,724.37	100.0%
204500 PERSONALTY-RAIL CAR P/Y	0	0	-31,885.00	.00	31,885.00	100.0%
205000 PERSONALTY P/Y	0	0	-205,407.74	-1,848.15	205,407.74	100.0%
210000 INT/PENALTY ON DEL. TAXES	0	0	-258,695.38	-76,827.29	258,695.38	100.0%
211000 EXCESS BID-PROP. TAXES	0	0	-174,404.94	.00	174,404.94	100.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-777.30	-39.54	777.30	100.0%
TOTAL TAX COLLECTOR'S REVENUES	0	0	-49,050,922.41	-2,516,857.96	49,050,922.41	100.0%

028001 2016 TIF B&I-HBRG CLINIC MIDTN

270500 FORREST CTY	-41,605	-41,605	-70,623.70	.00	29,018.70	169.7%
340500 CHECKING ACCOUNT INTEREST	-500	-500	-409.13	-24.01	-90.87	81.8%
380027 T/F TAX COLLECTORS-GPT	-34,040	-34,040	-34,040.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-54,260	-54,303	.00	.00	-54,303.00	.0%
TOTAL 2016 TIF B&I-HBRG CLINIC MI	-130,405	-130,448	-105,072.83	-24.01	-25,375.17	80.5%

039001 AIRPORT IMPR. REVENUES

233001 FEDERAL AVIATION ADM	-1,213,361	-1,363,361	-859,510.85	.00	-503,850.15	63.0%
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233002 FAA-CARES ACT GRANT	-23,000	-30,000	.00	.00	-30,000.00	.0%
233003 FAA-ARPA KW2022	0	-32,000	.00	.00	-32,000.00	.0%
233004 FAA-ACRGP KU2021	0	-13,000	.00	.00	-13,000.00	.0%
254000 AIRPORT GRANT	-67,409	-67,409	.00	.00	-67,409.00	.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-1,537.63	-57.89	1,537.63	100.0%
341213 LORESCO INC	0	0	-1,200.00	.00	1,200.00	100.0%
341221 SOUTHEAST AVIATION SERV.	-40,000	-40,000	-17,382.01	.00	-22,617.99	43.5%
341222 SE AVIATION BLDG LAND LEASE	0	0	-4,717.39	-1,307.77	4,717.39	100.0%
380001 T/F GENERAL FUND	-250,000	-250,000	-250,000.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	0	219,192	.00	.00	219,192.00	.0%
TOTAL AIRPORT IMPR. REVENUES	-1,593,770	-1,576,578	-1,134,347.88	-1,365.66	-442,230.12	72.0%
050001 2015A TIF B&I-RIDGE/TURTLE CRK						
270800 LAMAR CTY	-29,857	-29,857	-29,858.00	.00	1.00	100.0%
340500 CHECKING ACCOUNT INTEREST	-700	-700	-254.20	-26.95	-445.80	36.3%
380027 T/F TAX COLLECTORS-GPT	-89,571	-89,571	-89,571.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-121,460	-123,760	.00	.00	-123,760.00	.0%
TOTAL 2015A TIF B&I-RIDGE/TURTLE	-241,588	-243,888	-119,683.20	-26.95	-124,204.80	49.1%
051001 2015B TIF B&I-MIDTOWN MARKET						
270500 FORREST CTY	-11,380	-11,380	-13,086.00	.00	1,706.00	115.0%
340500 CHECKING ACCOUNT INTEREST	-50	-50	-36.63	-4.63	-13.37	73.3%
380027 T/F TAX COLLECTORS-GPT	-10,707	-10,707	-10,707.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-12,420	-12,550	.00	.00	-12,550.00	.0%
TOTAL 2015B TIF B&I-MIDTOWN MARKE	-34,557	-34,687	-23,829.63	-4.63	-10,857.37	68.7%
052001 2019 TIF B&I ELAM ARMS MIDTOWN						
270500 FORREST CTY	-164,379	-164,379	-164,379.00	.00	.00	100.0%
340500 CHECKING ACCOUNT INTEREST	-1,500	-1,500	-1,150.81	-146.34	-349.19	76.7%
340700 OTHER INTEREST	0	0	-11.86	.00	11.86	100.0%
380001 T/F GENERAL FUND	-66,526	-66,407	-66,407.00	.00	.00	100.0%
380027 T/F TAX COLLECTORS-GPT	-133,642	-133,642	-133,642.00	.00	.00	100.0%

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396500 REFUND & RECOVERY	0	0	-494.71	.00	494.71	100.0%
399900 APPROPRIABLE FUND BALANCE	-714,850	-738,787	.00	.00	-738,787.00	.0%
TOTAL 2019 TIF B&I ELAM ARMS MIDT	-1,080,897	-1,104,715	-366,085.38	-146.34	-738,629.62	33.1%

072001 MUN.ROAD&BRIDGE REVENUES

233300 EDA GRANT-LAMAR BLVD	-1,700,000	-1,700,000	.00	.00	-1,700,000.00	.0%
233700 FEMA RELIEF	-225,974	-225,974	.00	.00	-225,974.00	.0%
235203 MDA MIDTOWN INFRASTRUCTURE	0	0	-1,000,000.00	.00	1,000,000.00	100.0%
250102 ST BND GORDON CRK EROSION	0	0	-250,000.00	-250,000.00	250,000.00	100.0%
250104 STATE BND/MIDTOWN ST IMPROVEM	0	0	-1,750,000.00	-1,750,000.00	1,750,000.00	100.0%
250105 STATE BND/DABBS ST SIDEWALKS	0	0	-250,000.00	-250,000.00	250,000.00	100.0%
250300 MISCELLANEOUS STATE GRANTS	0	0	-52,823.37	-15,982.19	52,823.37	100.0%
253100 MDIP-LAMAR BLVD	-643,976	-643,976	.00	.00	-643,976.00	.0%
255522 MDOT-COUNTRY CLUB RD IMPR	-1,472,000	-1,472,000	-568,713.63	.00	-903,286.37	38.6%
255523 MDOT-38TH AVE IMPR	0	0	-56,097.83	.00	56,097.83	100.0%
255525 MDOT-HARDY/GREEN ROUNDABOUT	-840,505	-840,505	-830,505.00	.00	-10,000.00	98.8%
255526 MDOT-LINCOLN ROAD STUDY	-109,030	-109,030	.00	.00	-109,030.00	.0%
255527 MDOT-GORDONS CREEK COMMONS	-224,000	-224,000	.00	.00	-224,000.00	.0%
271000 PRO-RATA CTY RD TAX-FORREST	-920,000	-920,000	-873,148.36	-48,046.32	-46,851.64	94.9%
271500 PRO-RATA CTY RD TAX-LAMAR	-900,000	-900,000	-897,654.19	-22,373.39	-2,345.81	99.7%
340500 CHECKING ACCOUNT INTEREST	0	0	-1,122.47	-222.16	1,122.47	100.0%
399900 APPROPRIABLE FUND BALANCE	-400,000	-72,336	.00	.00	-72,336.00	.0%
TOTAL MUN.ROAD&BRIDGE REVENUES	-7,435,485	-7,107,821	-6,530,064.85	-2,336,624.06	-577,756.15	91.9%

073001 MASS TRANSIT REVENUES

234000 UMTA-MASS TRANS-OPER.C/Y	-1,160,420	-1,160,420	-892,898.00	-97,954.00	-267,522.00	76.9%
234100 UMTA-MASS TRANS-CAPTL.	-1,602,451	-1,602,451	-34,240.00	.00	-1,568,211.00	2.1%
234200 UMTA-MASS TRANS-PLANNING	-45,375	-45,375	-151,250.00	.00	105,875.00	333.3%
234400 UMTA-MASS TRANS-PREV.C/Y	-270,312	-270,312	-431,300.48	-18,262.00	160,988.48	159.6%
234600 JARC-MASS TRANS	0	0	-106,534.00	.00	106,534.00	100.0%
234701 TRANSIT FACILITY RENOV-5339	-58,780	-58,780	-190,393.00	.00	131,613.00	323.9%
234702 TRANSIT FACILITY RENOV-5307	-318,165	-318,165	.00	.00	-318,165.00	.0%
234800 BUS SHELTER INFR & CONST	-208,862	-208,862	.00	.00	-208,862.00	.0%
255500 MDOT GRANT(PLANNING/CAPITAL)	-100,000	-100,000	.00	.00	-100,000.00	.0%
340500 CHECKING ACCOUNT INTEREST	-3,000	-3,000	-2,068.22	-246.44	-931.78	68.9%
352500 BUS FARES-FIXED ROUTES	-20,000	-20,000	-20,027.81	-1,798.84	27.81	100.1%

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352700 BUS FARES-DEMAND RES(PARATRAM	-700	-700	-1,181.73	-105.06	481.73	168.8%
353000 BUS FARES-USM ROUTE	-121,000	-121,000	.00	.00	-121,000.00	.0%
353500 ADVERTISING	-1,000	-1,000	-1,759.03	.00	759.03	175.9%
380001 T/F GENERAL FUND	-300,000	-400,000	-400,000.00	.00	.00	100.0%
380027 T/F TAX COLLECTORS-GPT	-244,000	-244,000	-249,086.27	-13,128.78	5,086.27	102.1%
396700 RECOVERY OF DAMAGE CLAIMS	0	0	-613.00	.00	613.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-380,000	-117,829	.00	.00	-117,829.00	.0%
TOTAL MASS TRANSIT REVENUES	-4,834,065	-4,671,894	-2,481,351.54	-131,495.12	-2,190,542.46	53.1%
075001 W&S CONSTR. REVENUES						
235202 MDA DIP LAMAR BLVD	0	0	-251,744.00	.00	251,744.00	100.0%
340500 CHECKING ACCOUNT INTEREST	-42,000	-42,000	-13,911.08	-553.60	-28,088.92	33.1%
341114 SBA STRUCTURES (WM CAREY)	-16,000	-16,000	-19,401.06	-1,652.86	3,401.06	121.3%
341115 CCATT HOLDINGS-WATER WORK HIL	-29,000	-29,000	-35,541.13	-992.12	6,541.13	122.6%
380011 T/F WATER & SEWER	-2,276,470	-1,576,470	-1,900,015.47	-143,487.97	323,545.47	120.5%
399900 APPROPRIABLE FUND BALANCE	-3,500,000	-4,010,170	.00	.00	-4,010,170.00	.0%
TOTAL W&S CONSTR. REVENUES	-5,863,470	-5,673,640	-2,220,612.74	-146,686.55	-3,453,027.26	39.1%
077001 COMMUNITY CTR REVENUES						
314100 SIGLER CENTER USE FEE	-4,000	-4,000	-575.00	-125.00	-3,425.00	14.4%
314200 C.E.ROY/5TH ST.C.C.USE FEE	-2,000	-2,000	-2,879.50	.00	879.50	144.0%
314300 JDS C.C. USE FEE	-10,000	-10,000	-12,095.00	-50.00	2,095.00	121.0%
314600 CULTURAL CTR USE FEE	-4,000	-4,000	-5,094.00	-280.00	1,094.00	127.4%
340500 CHECKING ACCOUNT INTEREST	-3,500	-3,500	-771.32	-83.93	-2,728.68	22.0%
380001 T/F GENERAL FUND	-650,000	-850,000	-850,000.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-230,000	-91,336	.00	.00	-91,336.00	.0%
TOTAL COMMUNITY CTR REVENUES	-903,500	-964,836	-871,414.82	-538.93	-93,421.18	90.3%
079001 COVID FISCAL RECOVERY REVENUE						
240000 US TREASURY GRANTS	-6,437,500	-6,437,910	-6,437,910.50	.00	.50	100.0%
399900 APPROPRIABLE FUND BALANCE	-6,437,500	-6,437,911	.00	.00	-6,437,911.00	.0%
TOTAL COVID FISCAL RECOVERY REVEN	-12,875,000	-12,875,821	-6,437,910.50	.00	-6,437,910.50	50.0%

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082001 CDBG REVENUES						
2387SA HOME ENTIT-CHDO SET-A-SIDE	-30,171	-30,171	-29,550.00	.00	-621.00	97.9%
2389FR HOME ENTIT-FULL REHAB	-12,374	-12,374	.00	.00	-12,374.00	.0%
2389SA HOME ENTIT-CHDO SET-A-SIDE	-11,154	-11,154	.00	.00	-11,154.00	.0%
2391FR CDBG-ENT.-FULL REHAB.	-117,965	-117,965	-18,648.49	-12,100.00	-99,316.51	15.8%
2393CS HOME ENTIT-CHDO SETASID	-16,175	-16,175	.00	.00	-16,175.00	.0%
2393FR HOME ENTIT-FULL REHAB.	-15,704	-15,704	.00	.00	-15,704.00	.0%
2395FR CDBG-ENT.-FULL REHAB.	-145,467	-145,467	-129,022.08	-609.68	-16,444.92	88.7%
2395PF CDBG-ENT.-PUBLIC FACILITIES	-109,175	-109,175	-12,700.00	.00	-96,475.00	11.6%
2397DA HOME ENTIT-DOWNPAYMENT ASSIST	-34,110	-34,110	.00	.00	-34,110.00	.0%
2397FR HOME ENTIT-FULL REHAB.	-113,873	-113,873	.00	.00	-113,873.00	.0%
2397SA HOME ENTIT-CHDO SET-A-SIDE	-42,645	-42,645	.00	.00	-42,645.00	.0%
2399CR CDBG-ENT.-CARES ACT	-691,453	-691,453	-11,080.86	.00	-680,372.14	1.6%
2399ER CDBG-ENT.-EMER.REHAB.	-150,000	-150,000	-10,000.00	.00	-140,000.00	6.7%
2399FC CDBG-ENT.-FACADE IMPROVEMENTS	-30,000	-30,000	.00	.00	-30,000.00	.0%
2399FR CDBG-ENT.-FULL REHAB.	-163,500	-163,500	-78,384.65	.00	-85,115.35	47.9%
2399ME CDBG-ENT.-MICRO ENTERPRISE	-30,000	-30,000	.00	.00	-30,000.00	.0%
2401HP CDBG-ENT.-HOUSING PROGRAM	-66,400	-66,400	.00	.00	-66,400.00	.0%
2401PF CDBG-ENT.-PUBLIC FACILITIES	-275,000	-275,000	.00	.00	-275,000.00	.0%
2402CS HOME ENTIT-CHDO SETASIDE	-44,497	-44,497	.00	.00	-44,497.00	.0%
2402DA HOME ENTIT-DOWNPAYMENT	-50,000	-50,000	.00	.00	-50,000.00	.0%
2402FR HOME ENTIT-FULL REHAB.	-172,439	-172,439	.00	.00	-172,439.00	.0%
2403AD CDBG-ENT.-ADMINISTRATION	0	0	-46,994.11	.00	46,994.11	100.0%
2403PD CDBG-ENT.PROJECT DELIVERY	0	0	-135,454.77	.00	135,454.77	100.0%
2403PF CDBG-ENT.-PUBLIC FACILITIES	0	0	-35,490.00	.00	35,490.00	100.0%
2404AD HOME ENTIT-ADMINISTRATION	0	0	-23,813.31	.00	23,813.31	100.0%
2404PD HOME ENTIT-PROJECT DELIVERY	0	0	-37,810.43	.00	37,810.43	100.0%
2406AD HOME ENTIT-ADMINISTRATION	-29,703	-29,703	.00	.00	-29,703.00	.0%
2406CH HOME ENTIT-CHDO	-44,555	-44,555	.00	.00	-44,555.00	.0%
2406HS HOME ENTIT-HOUSING	-222,771	-222,771	.00	.00	-222,771.00	.0%
2407AD CDBG-ENT.-ADMINISTRATION	-107,656	-107,656	.00	.00	-107,656.00	.0%
2407FA CDBG ENT-FACILITIES	-254,370	-254,370	.00	.00	-254,370.00	.0%
2407PD CDBG ENT-PROJECT DELIVERY	-126,254	-126,254	.00	.00	-126,254.00	.0%
2407PS CDBG-ENT.-PUBLIC SERVICES	-50,000	-50,000	.00	.00	-50,000.00	.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-895.07	-77.77	895.07	100.0%
380001 T/F GENERAL FUND	-35,795	-35,795	-35,795.00	.00	.00	100.0%
396500 REFUND & RECOVERY	0	0	-1,948.54	.00	1,948.54	100.0%
399900 APPROPRIABLE FUND BALANCE	0	142,780	.00	.00	142,780.00	.0%
TOTAL CDBG REVENUES	-3,193,206	-3,050,426	-607,587.31	-12,787.45	-2,442,838.69	19.9%

086001 SPEC SALES TAX P&R/UNIV IMPROV

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260500 SALES TAX-MOTEL	-354,000	-354,000	-501,697.93	-51,171.71	147,697.93	141.7%
260700 SALES TAX-FOOD & BEVERAGE	-2,639,000	-2,639,000	-2,962,808.31	-265,803.78	323,808.31	112.3%
340500 CHECKING ACCOUNT INTEREST	0	0	-172.10	-18.79	172.10	100.0%
341000 MISCELLANEOUS RENTS	0	0	-2,150.00	.00	2,150.00	100.0%
345004 CONTRIB-FRST CTY ARTS COUNCIL	0	0	-2,777.48	.00	2,777.48	100.0%
399900 APPROPRIABLE FUND BALANCE	-1,400,000	-1,150,246	.00	.00	-1,150,246.00	.0%
TOTAL SPEC SALES TAX P&R/UNIV IMP	-4,393,000	-4,143,246	-3,469,605.82	-316,994.28	-673,640.18	83.7%
087001 INDUSTRIAL PK REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-954.75	-52.29	954.75	100.0%
345500 CONTRIBUTIONS-FORREST CTY.	0	0	-240,000.00	.00	240,000.00	100.0%
345600 CONTRIBUTIONS-CITY	0	0	-235,000.00	.00	235,000.00	100.0%
TOTAL INDUSTRIAL PK REVENUES	0	0	-475,954.75	-52.29	475,954.75	100.0%
088001 PUBLIC SAFETY/REC CONSTRUCTION						
255900 MDOT-HALL AVE REIMB	0	0	-509,836.38	.00	509,836.38	100.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-60,564.59	-3,509.52	60,564.59	100.0%
3405TB SAVINGS ACCOUNT/MMA	0	0	-109.58	-99.56	109.58	100.0%
340700 OTHER INTEREST	0	0	-23.94	-13.47	23.94	100.0%
399900 APPROPRIABLE FUND BALANCE	-22,100,000	-21,341,564	.00	.00	-21,341,564.00	.0%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	-22,100,000	-21,341,564	-570,534.49	-3,622.55	-20,771,029.51	2.7%
091001 TIF CONST-REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-2.14	-.18	2.14	100.0%
399900 APPROPRIABLE FUND BALANCE	0	-821	.00	.00	-821.00	.0%
TOTAL TIF CONST-REVENUES	0	-821	-2.14	-.18	-818.86	.3%
093001 2016 W&S SYSTEM - REV						

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
340500 CHECKING ACCOUNT INTEREST	0	0	-3,237.23	-3,125.53	3,237.23	100.0%
399900 APPROPRIABLE FUND BALANCE	-2,000,000	-2,123,150	.00	.00	-2,123,150.00	.0%
TOTAL 2016 W&S SYSTEM - REV	-2,000,000	-2,123,150	-3,237.23	-3,125.53	-2,119,912.77	.2%
094001 2012 W&S REV BOND REV						
340500 CHECKING ACCOUNT INTEREST	0	0	-.13	-.13	.13	100.0%
399900 APPROPRIABLE FUND BALANCE	-64	-64	.00	.00	-64.00	.0%
TOTAL 2012 W&S REV BOND REV	-64	-64	-.13	-.13	-63.87	.2%
095001 2019 FIRE STATION CONSTRUCTION						
340500 CHECKING ACCOUNT INTEREST	0	0	-3,332.49	-281.26	3,332.49	100.0%
399900 APPROPRIABLE FUND BALANCE	-920,000	-961,109	.00	.00	-961,109.00	.0%
TOTAL 2019 FIRE STATION CONSTRUCT	-920,000	-961,109	-3,332.49	-281.26	-957,776.51	.3%
097001 INFRA IMPROVE-INTRNT SALES TAX						
260800 SALES TAX-INTERNET	-2,500,000	-3,740,000	-3,738,976.34	.00	-1,023.66	100.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-671.84	-76.29	671.84	100.0%
399900 APPROPRIABLE FUND BALANCE	-400,000	-516,560	.00	.00	-516,560.00	.0%
TOTAL INFRA IMPROVE-INTRNT SALES	-2,900,000	-4,256,560	-3,739,648.18	-76.29	-516,911.82	87.9%
098001 K.P.ZOO CAPITAL REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-9.23	-.76	9.23	100.0%
399900 APPROPRIABLE FUND BALANCE	-2,325	-2,350	.00	.00	-2,350.00	.0%
TOTAL K.P.ZOO CAPITAL REVENUES	-2,325	-2,350	-9.23	-.76	-2,340.77	.4%
105001 2013 W&S BOND CONSTR REVENUES						

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
340500 CHECKING ACCOUNT INTEREST	0	0	-.10	.00	.10	100.0%
399900 APPROPRIABLE FUND BALANCE	-571	-572	.00	.00	-572.00	.0%
TOTAL 2013 W&S BOND CONSTR REVENU	-571	-572	-.10	.00	-571.90	.0%
107001 SPEC.SALES TAX REVENUES						
260500 SALES TAX-MOTEL	0	0	-1,044,894.10	-97,453.00	1,044,894.10	100.0%
260700 SALES TAX-FOOD & BEVERAGE	0	0	-6,676,887.86	-583,719.91	6,676,887.86	100.0%
TOTAL SPEC.SALES TAX REVENUES	0	0	-7,721,781.96	-681,172.91	7,721,781.96	100.0%
109001 GROUP INS.TRUST REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-2,124.22	-108.60	2,124.22	100.0%
396600 HOSP.INS.-P/R DISTRIB	0	0	-4,514,363.07	-407,238.50	4,514,363.07	100.0%
396601 HOSP.INS.-COBRA	0	0	-2,366.27	.00	2,366.27	100.0%
396602 HOSP.INS.-UH PHARMACY DISCOUN	0	0	-171,100.20	-46,490.47	171,100.20	100.0%
TOTAL GROUP INS.TRUST REVENUES	0	0	-4,689,953.76	-453,837.57	4,689,953.76	100.0%
GRAND TOTAL	-236,673,241	-240,630,343	-226,379,998.73	-16,412,717.85	-14,250,344.27	94.1%

** END OF REPORT - Generated by LISA HANSON **

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
001003 CITY COUNCIL						
400000 REGULAR WAGES	258,500	259,000	259,208.14	19,923.13	-208.14	100.1%
460000 STATE RETIREMENT	44,980	45,080	45,101.69	3,466.58	-21.69	100.0%
470000 F.I.C.A. TAXES	19,780	19,830	18,986.65	1,429.54	843.35	95.7%
480000 HOSPITALIZATION INS.	58,800	58,800	43,260.00	3,605.00	15,540.00	73.6%
491000 WORKMAN'S COMPENSATION	490	490	357.00	.00	133.00	72.9%
501000 OTHER EXPENDABLE OFF.SPL	1,300	1,300	799.62	.00	350.06	61.5%
507000 BOOKS	400	400	.00	.00	130.00	.0%
508000 COMPUTER SUPPLIES	600	600	.00	.00	600.00	.0%
511500 FOOD	100	100	79.50	20.62	20.50	79.5%
535500 WEARING APPAREL	1,000	1,000	.00	.00	1,000.00	.0%
601000 AUDITING AND ACCOUNTING	200,000	199,100	198,830.00	.00	270.00	99.9%
604900 OTHER PROFESSIONAL SERV.	4,000	4,900	4,900.00	.00	.00	100.0%
606000 TELEPHONE AND TELEGRAPH	4,000	4,000	3,681.36	291.38	318.64	92.0%
611001 TRAVEL EXP-WARD 1	2,000	2,000	1,629.28	.00	370.72	81.5%
611002 TRAVEL EXP-WARD 2	2,000	2,200	.00	.00	2,199.81	.0%
611003 TRAVEL EXP-WARD 3	2,000	2,000	1,082.40	.00	917.60	54.1%
611004 TRAVEL EXP-WARD 4	2,000	2,000	1,082.40	.00	917.60	54.1%
611005 TRAVEL EXP-WARD 5	2,000	2,000	1,846.73	.00	153.27	92.3%
6110CL TRAVEL EXP-CLERK	4,500	5,310	299.16	.00	5,010.38	5.6%
6110DC TRAVEL EXP-DEPCLERK	4,500	5,170	2,287.38	.00	2,882.88	44.2%
641000 OFFICE EQUIPMENT RENT	1,800	1,800	1,214.25	.00	585.75	67.5%
650000 EXHIBITIONS & PROMOTIONS	1,000	1,000	442.65	.00	557.35	44.3%
684000 DUES AND MEMBERSHIPS	700	700	.00	.00	700.00	.0%
684501 REG FEE/TUITION-WARD 1	1,000	1,000	460.00	.00	540.00	46.0%
684502 REG FEE/TUITION-WARD 2	1,000	1,550	475.00	.00	1,075.00	30.6%
684503 REG FEE/TUITION-WARD 3	1,000	1,000	275.00	.00	725.00	27.5%
684504 REG FEE/TUITION-WARD 4	1,000	1,000	275.00	.00	725.00	27.5%
684505 REG FEE/TUITION-WARD 5	1,000	1,000	275.00	.00	725.00	27.5%
6845CL REG FEE/TUITION-CLERK	2,000	2,000	1,194.00	.00	806.00	59.7%
6845DC REG FEE/TUITION-DEPCLERK	2,000	2,000	1,230.00	.00	770.00	61.5%
732700 DATA PROCESSING EQUIP.	6,000	6,000	128.38	.00	5,871.56	2.1%
TOTAL CITY COUNCIL	631,450	634,330	589,400.59	28,736.25	44,508.64	92.9%
001015 CITY COURT						
400000 REGULAR WAGES	730,829	805,829	707,752.07	57,156.88	98,076.93	87.8%
430000 OVERTIME	18,000	18,000	27,940.55	2,095.07	-9,940.55	155.2%

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460000 STATE RETIREMENT	130,300	143,350	127,224.56	10,309.89	16,125.44	88.8%
470000 F.I.C.A. TAXES	57,300	63,050	54,414.51	4,358.75	8,635.49	86.3%
480000 HOSPITALIZATION INS.	159,600	168,000	119,165.00	11,405.00	48,835.00	70.9%
490000 UNEMPLOYMENT BENEFITS	5,000	5,000	3.68	.00	4,996.32	.1%
491000 WORKMAN'S COMPENSATION	3,000	3,000	1,634.00	.00	1,366.00	54.5%
500300 PAPER	3,000	2,000	948.14	.00	1,051.86	47.4%
500500 PRINTED FORMS	3,000	5,000	4,609.00	.00	391.00	92.2%
501000 OTHER EXPENDABLE OFF.SPL	7,500	7,500	5,845.04	162.26	1,654.96	77.9%
502000 MINOR OFFICE EQUIP/FURN.	5,000	4,500	3,747.08	592.61	337.62	83.3%
508000 COMPUTER SUPPLIES	1,500	500	491.95	.00	8.05	98.4%
510000 CLEANING/JANITORIAL SPLY	9,000	9,000	5,021.72	.00	3,978.28	55.8%
535500 WEARING APPAREL	230	230	.00	.00	230.00	.0%
546000 MINOR EQUIPMENT	1,000	1,000	41.00	.00	959.00	4.1%
559100 OTHER OPER.MATLS-FULL R	2,875	5,375	4,077.86	.00	1,297.14	75.9%
560000 BUILDING MATERIALS & SPLY	2,000	5,500	4,381.94	3,375.00	1,118.06	79.7%
604800 OTHER PROF.-VICTIM'S ADV.GRAN	371,782	354,782	153,861.14	28,099.37	200,920.86	43.4%
604900 OTHER PROFESSIONAL SERV.	115,000	90,278	86,884.24	12,551.59	3,393.41	96.2%
604901 TOURISM COMMISSION	100,000	152,277	133,197.83	4,112.05	19,079.52	87.5%
606000 TELEPHONE AND TELEGRAPH	12,200	12,200	5,611.49	471.97	6,588.51	46.0%
611000 TRAVEL EXPENSE	4,000	3,955	3,326.12	.00	628.88	84.1%
611800 TRVL-HHS SAMHSA GRANT	10,573	12,573	9,639.88	400.00	2,933.12	76.7%
620000 PRINTING	2,000	2,000	1,835.66	.00	164.34	91.8%
630000 GAS	2,000	2,000	1,844.09	31.58	155.91	92.2%
630500 ELECTRICITY	15,000	15,000	13,958.21	999.65	1,041.79	93.1%
635000 BUILDING R&M	7,500	7,320	7,223.70	.00	96.30	98.7%
636500 OFFICE EQUIPMENT R&M	500	500	.00	.00	500.00	.0%
684000 DUES AND MEMBERSHIPS	1,000	1,490	1,490.00	.00	.00	100.0%
684500 REGISTRATION FEE/TUITION	500	500	375.00	.00	125.00	75.0%
699900 SERVICES NOT SPECIFIED	2,500	2,680	2,680.00	.00	.00	100.0%
TOTAL CITY COURT	1,783,689	1,904,389	1,489,225.46	136,121.67	414,748.24	78.2%

001020 MAYOR/ADMIN.

400000 REGULAR WAGES	504,750	552,395	519,412.80	41,521.52	32,982.20	94.0%
460000 STATE RETIREMENT	87,830	96,120	90,530.52	7,428.03	5,589.48	94.2%
470000 F.I.C.A. TAXES	38,620	42,265	39,124.15	3,114.89	3,140.85	92.6%
480000 HOSPITALIZATION INS.	50,400	56,700	47,088.71	4,200.00	9,611.29	83.0%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	5,500	5,500	3,435.00	.00	2,065.00	62.5%
500300 PAPER	500	700	398.86	.00	301.14	57.0%
501000 OTHER EXPENDABLE OFF.SPL	3,000	4,000	3,503.19	651.17	496.52	87.6%

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502000 MINOR OFFICE EQUIP/FURN.	1,000	400	.00	.00	400.00	.0%
505000 SUBSCRIPTIONS,MAGS,MAPS	750	750	75.52	.00	674.48	10.1%
507000 BOOKS	700	700	693.75	.00	6.25	99.1%
508000 COMPUTER SUPPLIES	2,000	1,000	.00	.00	1,000.00	.0%
511500 FOOD	1,600	1,600	909.56	.00	690.34	56.9%
525000 GAS AND OIL	3,000	4,100	4,669.60	627.21	-569.60	113.9%
535500 WEARING APPAREL	400	400	112.00	.00	288.00	28.0%
559000 OTHER OPERATING MATL/SPLY	0	300	287.54	.00	12.46	95.8%
570000 MTR VEHICLE REP. PTS/SPL	2,000	2,000	199.14	.00	1,779.38	10.0%
599500 DISASTER REPAIR SUPPLIES	300	300	.00	.00	300.00	.0%
600100 PROF SERVICES - COVID 19	6,326	1,326	937.50	.00	388.37	70.7%
604900 OTHER PROFESSIONAL SERV.	8,675	4,350	1,442.79	.00	2,906.71	33.2%
606000 TELEPHONE AND TELEGRAPH	6,000	5,000	3,208.24	271.63	1,791.76	64.2%
611000 TRAVEL EXPENSE	15,000	15,385	15,073.02	.00	311.94	98.0%
612000 FREIGHT	150	150	124.78	.00	25.22	83.2%
613000 MESSENGER/EXPRESS SERV.	300	300	.00	.00	300.00	.0%
615000 ADVERTISING	55,700	63,790	63,744.83	16.04	45.17	99.9%
615200 ADVERTISING-SPEC. EVENTS	4,000	5,410	5,410.00	.00	.00	100.0%
615300 ADVERTISING-MAYOR'S YOUTH CON	10,000	1,050	871.50	.00	178.50	83.0%
615600 ADVERTISING-USM-ISP	35,000	35,750	35,721.00	.00	29.00	99.9%
615700 ADVERTISING-WILLIAM CAREY	7,000	7,000	.00	.00	7,000.00	.0%
615800 ADVERTISING-MS ASSC OF COACHE	15,000	25,000	25,000.00	.00	.00	100.0%
620000 PRINTING	1,500	290	355.80	66.50	-65.80	122.7%
635100 DISASTER REPAIRS	1,500	1,500	.00	.00	1,500.00	.0%
638200 MINOR EQUIPMENT R&M	1,500	1,140	396.98	396.98	743.02	34.8%
638400 MOTOR VEHICLE EQ. R&M	1,500	1,700	1,270.25	.00	58.39	74.7%
641000 OFFICE EQUIPMENT RENT	5,000	3,900	3,660.19	.00	239.81	93.9%
684000 DUES AND MEMBERSHIPS	14,800	14,010	13,914.00	.00	96.00	99.3%
684500 REGISTRATION FEE/TUITION	3,000	6,699	5,999.00	.00	50.00	89.6%
699900 SERVICES NOT SPECIFIED	1,000	501	132.95	.00	368.05	26.5%
732000 HOUSEHOLD FURN/EQUIP.	2,000	2,000	.00	.00	2,000.00	.0%
739900 OTHER EQUIPMENT	3,000	3,000	1,701.16	.00	1,298.84	56.7%
TOTAL MAYOR/ADMIN.	901,301	969,480	889,404.33	58,293.97	79,032.77	91.7%
001030 ELECTIONS						
400000 REGULAR WAGES	0	0	.00	-11,716.25	.00	.0%
470000 F.I.C.A. TAXES	0	0	.00	-896.30	.00	.0%
TOTAL ELECTIONS	0	0	.00	-12,612.55	.00	.0%
001040 MUNICIPAL CLERK						

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400000 REGULAR WAGES	156,060	156,060	153,882.05	12,436.62	2,177.95	98.6%
430000 OVERTIME	1,000	1,000	4.81	.00	995.19	.5%
460000 STATE RETIREMENT	27,330	27,330	26,776.25	2,163.97	553.75	98.0%
470000 F.I.C.A. TAXES	12,020	12,020	11,363.05	898.43	656.95	94.5%
480000 HOSPITALIZATION INS.	42,000	42,000	32,400.00	3,000.00	9,600.00	77.1%
490000 UNEMPLOYMENT BENEFITS	1,060	1,060	.00	.00	1,060.00	.0%
491000 WORKMAN'S COMPENSATION	390	390	278.00	.00	112.00	71.3%
501000 OTHER EXPENDABLE OFF.SPL	2,500	2,500	596.40	.00	1,903.52	23.9%
502000 MINOR OFFICE EQUIP/FURN.	1,500	1,500	1,011.44	.00	381.23	67.4%
508000 COMPUTER SUPPLIES	150	150	.00	.00	150.00	.0%
602000 CONSULTANT SERV/SURVEYS	15,000	15,000	.00	.00	15,000.00	.0%
615000 ADVERTISING	22,000	22,000	16,182.45	63.84	5,817.55	73.6%
616000 ORDINANCE EXPENSE	3,000	3,000	.00	.00	3,000.00	.0%
620000 PRINTING	1,200	1,200	223.29	.00	976.71	18.6%
636500 OFFICE EQUIPMENT R&M	2,300	2,300	300.00	.00	2,000.00	13.0%
641000 OFFICE EQUIPMENT RENT	4,500	4,500	2,564.63	248.64	1,935.37	57.0%
684000 DUES AND MEMBERSHIPS	300	300	115.00	115.00	185.00	38.3%
684500 REGISTRATION FEE/TUITION	1,500	1,500	175.00	.00	1,325.00	11.7%
TOTAL MUNICIPAL CLERK	293,810	293,810	245,872.37	18,926.50	47,830.22	83.7%

001042 ACCOUNTING DIV.

400000 REGULAR WAGES	221,000	221,000	217,633.35	16,947.14	3,366.65	98.5%
460000 STATE RETIREMENT	38,460	38,460	37,867.97	2,948.79	592.03	98.5%
470000 F.I.C.A. TAXES	16,910	16,910	16,469.30	1,279.93	440.70	97.4%
480000 HOSPITALIZATION INS.	42,000	42,000	34,800.00	3,000.00	7,200.00	82.9%
490000 UNEMPLOYMENT BENEFITS	3,200	3,200	.00	.00	3,200.00	.0%
491000 WORKMAN'S COMPENSATION	700	700	508.00	.00	192.00	72.6%
500300 PAPER	800	0	.00	.00	.00	.0%
500500 PRINTED FORMS	1,000	475	414.88	.00	60.12	87.3%
501000 OTHER EXPENDABLE OFF.SPL	1,450	2,775	2,039.26	.00	735.59	73.5%
502000 MINOR OFFICE EQUIP/FURN.	500	315	263.81	.00	51.19	83.7%
510000 CLEANING/JANITORIAL SPLY	500	685	680.59	.00	4.41	99.4%
559000 OTHER OPERATING MATL/SPLY	0	40	40.49	.00	.00	100.0%
580000 MINOR COMPUTER EQUIP.	1,000	960	767.00	.00	192.51	79.9%
611000 TRAVEL EXPENSE	3,000	2,401	1,048.85	.00	1,352.15	43.7%
613000 MESSENGER/EXPRESS SERV.	150	80	1.81	.00	78.19	2.3%
620000 PRINTING	500	389	389.00	.00	.00	100.0%
639900 OTHER REPAIRS AND MAINT.	200	200	.00	.00	200.00	.0%
684500 REGISTRATION FEE/TUITION	500	1,099	1,099.00	.00	.00	100.0%
699900 SERVICES NOT SPECIFIED	0	181	.00	.00	181.00	.0%

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TOTAL ACCOUNTING DIV.	331,870	331,870	314,023.31	24,175.86	17,846.54	94.6%
001045 PURCHASING DIV.						
400000 REGULAR WAGES	92,000	92,000	91,999.88	7,076.92	.12	100.0%
460000 STATE RETIREMENT	16,010	16,010	16,007.94	1,231.38	2.06	100.0%
470000 F.I.C.A. TAXES	7,040	7,040	6,520.52	497.97	519.48	92.6%
480000 HOSPITALIZATION INS.	16,800	16,800	14,400.00	1,200.00	2,400.00	85.7%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	330	330	245.00	.00	85.00	74.2%
500300 PAPER	1,100	1,100	678.80	.00	421.20	61.7%
501000 OTHER EXPENDABLE OFF.SPL	1,650	1,650	154.51	.00	1,495.49	9.4%
611000 TRAVEL EXPENSE	129	379	278.79	.00	100.21	73.6%
636500 OFFICE EQUIPMENT R&M	2,105	2,105	2,410.60	394.16	-305.60	114.5%
684000 DUES AND MEMBERSHIPS	500	500	70.00	.00	430.00	14.0%
TOTAL PURCHASING DIV.	138,664	138,914	132,766.04	10,400.43	6,147.96	95.6%
001060 CITY ATTORNEY						
400000 REGULAR WAGES	70,000	70,000	70,000.06	5,384.62	-.06	100.0%
460000 STATE RETIREMENT	12,180	12,180	12,179.96	936.92	.04	100.0%
470000 F.I.C.A. TAXES	5,360	5,360	5,355.01	411.93	4.99	99.9%
480000 HOSPITALIZATION INS.	8,400	8,400	60.00	5.00	8,340.00	.7%
491000 WORKMAN'S COMPENSATION	300	300	175.00	.00	125.00	58.3%
559000 OTHER OPERATING MATL/SPLY	100	100	.00	.00	100.00	.0%
607000 POSTAGE	100	100	.00	.00	100.00	.0%
611000 TRAVEL EXPENSE	500	500	.00	.00	500.00	.0%
TOTAL CITY ATTORNEY	96,940	96,940	87,770.03	6,738.47	9,169.97	90.5%
001080 HUMAN RESOURCES						
400000 REGULAR WAGES	173,520	176,020	130,285.40	25,849.42	45,734.60	74.0%
460000 STATE RETIREMENT	30,200	30,640	20,631.21	2,459.19	10,008.79	67.3%
470000 F.I.C.A. TAXES	13,280	13,475	9,523.83	1,893.52	3,951.17	70.7%
480000 HOSPITALIZATION INS.	25,200	25,200	14,685.82	1,805.00	10,514.18	58.3%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	1,000.00	.0%

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491000 WORKMAN'S COMPENSATION	575	575	362.00	.00	213.00	63.0%
500300 PAPER	3,100	3,100	679.08	264.18	2,420.92	21.9%
500500 PRINTED FORMS	1,500	1,500	495.00	.00	1,005.00	33.0%
501000 OTHER EXPENDABLE OFF.SPL	1,500	1,500	1,509.34	526.30	-9.34	100.6%
505000 SUBSCRIPTIONS,MAGS,MAPS	300	300	.00	.00	300.00	.0%
508000 COMPUTER SUPPLIES	2,500	2,500	2,071.50	.00	428.00	82.9%
607000 POSTAGE	50	50	.00	.00	50.00	.0%
611000 TRAVEL EXPENSE	500	500	200.00	.00	300.00	40.0%
612000 FREIGHT	100	100	.00	.00	100.00	.0%
636500 OFFICE EQUIPMENT R&M	5,200	5,200	4,038.96	408.44	1,161.04	77.7%
684000 DUES AND MEMBERSHIPS	250	250	.00	.00	250.00	.0%
TOTAL HUMAN RESOURCES	258,775	261,910	184,482.14	33,206.05	77,427.36	70.4%
001081 LOSS CONTROL						
400000 REGULAR WAGES	49,005	49,005	49,004.80	3,769.60	.20	100.0%
460000 STATE RETIREMENT	8,530	8,530	8,647.46	665.56	-117.46	101.4%
470000 F.I.C.A. TAXES	3,750	3,750	3,491.50	266.19	258.50	93.1%
480000 HOSPITALIZATION INS.	8,400	8,400	7,200.00	600.00	1,200.00	85.7%
490000 UNEMPLOYMENT BENEFITS	1,730	1,730	.00	.00	1,730.00	.0%
491000 WORKMAN'S COMPENSATION	880	880	643.00	.00	237.00	73.1%
500500 PRINTED FORMS	250	250	.00	.00	250.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,100	1,100	49.36	.00	1,050.30	4.5%
502000 MINOR OFFICE EQUIP/FURN.	300	300	.00	.00	300.00	.0%
505000 SUBSCRIPTIONS,MAGS,MAPS	350	350	.00	.00	350.00	.0%
512000 MEDICAL SUPPLIES	150	150	.00	.00	150.00	.0%
525000 GAS AND OIL	2,000	2,000	1,773.78	120.67	225.86	88.7%
535500 WEARING APPAREL	300	300	264.20	.00	35.80	88.1%
546000 MINOR EQUIPMENT	800	500	.00	.00	500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	1,000	1,300	1,094.38	.00	205.97	84.2%
575000 COMMUNICATION REPAIR PTS	100	100	.00	.00	100.00	.0%
606000 TELEPHONE AND TELEGRAPH	1,300	1,240	1,158.03	96.84	81.97	93.4%
638400 MOTOR VEHICLE EQ. R&M	600	600	.00	.00	600.00	.0%
639900 OTHER REPAIRS AND MAINT.	1,800	1,860	1,857.10	.00	2.90	99.8%
TOTAL LOSS CONTROL	82,345	82,345	75,183.61	5,518.86	7,161.04	91.3%

001090 URBAN DEVELOPMT

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
400000 REGULAR WAGES	396,425	396,425	315,002.99	24,321.65	81,422.01	79.5%
430000 OVERTIME	1,000	1,000	.00	.00	1,000.00	.0%
460000 STATE RETIREMENT	69,160	69,160	54,043.66	4,231.97	15,116.34	78.1%
470000 F.I.C.A. TAXES	30,410	30,410	22,926.56	1,765.65	7,483.44	75.4%
480000 HOSPITALIZATION INS.	75,600	75,600	42,600.00	3,600.00	33,000.00	56.3%
490000 UNEMPLOYMENT BENEFITS	2,000	2,000	.00	.00	2,000.00	.0%
491000 WORKMAN'S COMPENSATION	5,440	5,440	3,967.00	.00	1,473.00	72.9%
500300 PAPER	945	1,031	939.28	85.98	91.72	91.1%
501000 OTHER EXPENDABLE OFF.SPL	2,770	2,770	1,759.15	103.03	1,010.85	63.5%
501100 N.I.P. SUPPLIES	10,880	10,880	1,051.93	5,402.04	9,828.07	9.7%
501700 DISABILITY AWARENESS DAY	500	500	.00	.00	500.00	.0%
501800 COMMUNITY DEVELOPMENT WEEK	1,000	1,000	.00	.00	1,000.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	1,200	1,120	664.83	.00	455.17	59.4%
505000 SUBSCRIPTIONS,MAGS,MAPS	360	440	505.14	149.85	-65.14	114.8%
507000 BOOKS	135	135	69.55	.00	65.45	51.5%
508000 COMPUTER SUPPLIES	1,500	5,414	2,551.49	.00	2,862.10	47.1%
511500 FOOD	130	130	120.45	.00	9.55	92.7%
525000 GAS AND OIL	1,500	1,500	599.44	.00	900.56	40.0%
535500 WEARING APPAREL	270	270	149.99	.00	120.01	55.6%
546000 MINOR EQUIPMENT	100	100	.00	.00	100.00	.0%
559000 OTHER OPERATING MATL/SPLY	350	350	274.75	.00	75.25	78.5%
560000 BUILDING MATERIALS & SPLY	135	84	.00	.00	84.00	.0%
565000 PAINT AND PAINTING SPLY.	135	135	.00	.00	135.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	2,250	2,301	1,041.67	.00	.22	45.3%
601600 TITLE OPINIONS	500	500	.00	.00	500.00	.0%
602000 CONSULTANT SERV/SURVEYS	4,000	4,000	.00	.00	4,000.00	.0%
602300 ABSTRACTING & RECORDING	180	180	.00	.00	180.00	.0%
604900 OTHER PROFESSIONAL SERV.	15,000	102,600	51,600.53	301.67	4,346.78	50.3%
604996 OTH PROF SERV-ARCHIVE	0	15,000	.00	.00	15,000.00	.0%
606000 TELEPHONE AND TELEGRAPH	3,200	3,200	2,960.93	.00	239.07	92.5%
607000 POSTAGE	600	600	562.07	.00	37.93	93.7%
611000 TRAVEL EXPENSE	4,345	5,345	4,545.60	.00	799.40	85.0%
613000 MESSENGER/EXPRESS SERV.	100	100	42.90	.00	57.10	42.9%
615000 ADVERTISING	350	350	211.08	.00	138.92	60.3%
620000 PRINTING	2,000	3,000	2,046.62	.00	953.38	68.2%
638400 MOTOR VEHICLE EQ. R&M	2,000	2,000	20.95	.00	1,979.05	1.0%
639900 OTHER REPAIRS AND MAINT.	200	200	.00	.00	200.00	.0%
641000 OFFICE EQUIPMENT RENT	5,100	5,100	4,936.20	530.26	163.80	96.8%
684000 DUES AND MEMBERSHIPS	2,400	2,400	1,012.00	.00	1,388.00	42.2%
684500 REGISTRATION FEE/TUITION	4,200	2,200	1,375.92	.00	824.08	62.5%
TOTAL URBAN DEVELOPMT	648,370	754,970	517,582.68	40,492.10	189,475.11	68.6%

001091 INFO TECHNOLOGY

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400000 REGULAR WAGES	198,000	198,000	192,258.47	14,788.34	5,741.53	97.1%
430000 OVERTIME	13,500	13,500	12,384.00	826.00	1,116.00	91.7%
460000 STATE RETIREMENT	39,810	39,810	35,607.66	2,716.89	4,202.34	89.4%
470000 F.I.C.A. TAXES	16,180	16,180	15,087.06	1,136.78	1,092.94	93.2%
480000 HOSPITALIZATION INS.	25,200	25,200	22,790.00	1,800.00	2,410.00	90.4%
491000 WORKMAN'S COMPENSATION	1,000	1,000	719.00	.00	281.00	71.9%
500300 PAPER	1,200	1,450	1,126.06	96.00	226.55	77.7%
501000 OTHER EXPENDABLE OFF.SPL	500	250	.00	.00	250.00	.0%
508000 COMPUTER SUPPLIES	35,000	35,000	32,784.98	3,233.81	2,215.14	93.7%
525000 GAS AND OIL	500	500	213.13	.00	286.87	42.6%
546000 MINOR EQUIPMENT	500	500	304.98	.00	195.02	61.0%
570000 MTR VEHICLE REP. PTS/SPL	200	200	15.00	.00	185.00	7.5%
580000 MINOR COMPUTER EQUIP.	1,200	1,200	350.00	.00	850.00	29.2%
603500 DATA PROCESSING	30,000	29,740	11,834.85	.00	17,905.15	39.8%
604900 OTHER PROFESSIONAL SERV.	392,500	392,500	344,955.26	2,370.35	47,544.74	87.9%
606000 TELEPHONE AND TELEGRAPH	2,500	3,500	3,345.03	.00	154.97	95.6%
606800 NETWORK	205,000	204,000	202,268.73	18,396.79	1,731.27	99.2%
606900 NETWORK WIRELESS	6,000	6,260	6,258.88	.00	1.12	100.0%
611000 TRAVEL EXPENSE	0	1,900	1,728.28	.00	171.72	91.0%
636500 OFFICE EQUIPMENT R&M	230,000	288,920	230,058.94	19,199.76	15,127.71	79.6%
684500 REGISTRATION FEE/TUITION	0	1,400	1,349.00	.00	51.00	96.4%
732700 DATA PROCESSING EQUIP.	20,000	23,342	22,473.46	.00	868.44	96.3%
TOTAL INFO TECHNOLOGY	1,218,790	1,284,352	1,137,912.77	64,564.72	102,608.51	88.6%

001092 GEN.GOV'T.BLDG

510000 CLEANING/JANITORIAL SPLY	2,500	2,500	1,972.35	.00	527.65	78.9%
513000 CHEMICALS	5,500	6,800	6,474.97	.00	325.03	95.2%
544000 HORT./LANDSCAPING SPLY.	2,500	2,500	2,425.25	.00	74.75	97.0%
546000 MINOR EQUIPMENT	2,500	1,100	1,080.81	90.50	19.19	98.3%
560000 BUILDING MATERIALS & SPLY	2,000	3,000	2,245.03	6.74	754.97	74.8%
560500 ELECTRICAL SUPPLIES	1,700	2,100	2,097.95	.00	2.05	99.9%
561000 PLUMBING SUPPLIES	1,000	1,000	337.80	.00	662.20	33.8%
565000 PAINT AND PAINTING SPLY.	2,000	700	.00	.00	700.00	.0%
600100 PROF SERVICES - COVID 19	8,500	8,500	.00	.00	8,500.00	.0%
602100 BUILDING SECURITY	2,000	2,000	540.00	.00	1,460.00	27.0%
604900 OTHER PROFESSIONAL SERV.	9,400	9,400	8,121.51	.00	1,278.49	86.4%
630000 GAS	15,000	15,000	9,086.20	20.00	5,913.80	60.6%
630500 ELECTRICITY	72,000	75,000	80,350.69	8,853.15	-5,350.69	107.1%
635000 BUILDING R&M	18,000	18,000	13,175.00	9,950.00	4,825.00	73.2%
635500 ELECTRICAL R&M	1,000	1,000	35.40	35.40	964.60	3.5%

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637000 HOUSEHOLD EQUIPMENT R&M	5,000	1,800	305.00	.00	1,495.00	16.9%
638000 FIXED EQUIPMENT R&M	5,000	5,000	3,060.88	.00	1,939.12	61.2%
639400 DISINFECT./EXTERMINATION	1,000	1,000	1,069.00	90.00	-69.00	106.9%
644900 OTHER RENT	13,000	13,200	13,200.00	1,100.00	.00	100.0%
TOTAL GEN.GOV'T.BLDG	169,600	169,600	145,577.84	20,145.79	24,022.16	85.8%

001093 INTERMODAL FAC O&M

510000 CLEANING/JANITORIAL SPLY	3,200	3,200	1,569.63	745.58	1,630.37	49.1%
544000 HORT./LANDSCAPING SPLY.	800	800	473.50	.00	326.50	59.2%
546000 MINOR EQUIPMENT	1,500	1,500	670.61	.00	829.39	44.7%
559000 OTHER OPERATING MATL/SPLY	1,000	1,000	.00	.00	1,000.00	.0%
560000 BUILDING MATERIALS & SPLY	4,000	4,000	324.78	.00	3,675.22	8.1%
560500 ELECTRICAL SUPPLIES	2,000	2,000	1,360.15	.00	639.85	68.0%
561000 PLUMBING SUPPLIES	800	800	202.24	.00	597.76	25.3%
599000 OTHER REPAIR/MAINT. SPL.	1,000	1,000	.00	.00	1,000.00	.0%
630500 ELECTRICITY	38,500	38,500	37,465.27	3,616.18	1,034.73	97.3%
635000 BUILDING R&M	38,000	38,000	10,831.31	.00	15,042.69	28.5%
635500 ELECTRICAL R&M	1,000	1,000	.00	.00	1,000.00	.0%
635700 PLUMBING EQUIPMENT R&M	500	500	156.25	.00	343.75	31.3%
639400 DISINFECT./EXTERMINATION	1,200	1,200	1,120.00	.00	80.00	93.3%
639900 OTHER REPAIRS AND MAINT.	10,000	10,000	5,601.91	4,081.91	4,398.09	56.0%
TOTAL INTERMODAL FAC O&M	103,500	103,500	59,775.65	8,443.67	31,598.35	57.8%

001094 METRPLTN PLANG.

400000 REGULAR WAGES	99,940	139,940	93,902.52	5,583.09	46,037.48	67.1%
460000 STATE RETIREMENT	17,390	24,350	16,338.96	971.46	8,011.04	67.1%
470000 F.I.C.A. TAXES	7,650	10,710	7,076.48	396.38	3,633.52	66.1%
480000 HOSPITALIZATION INS.	25,200	33,600	17,100.00	1,200.00	16,500.00	50.9%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	1,470	1,470	1,066.00	.00	404.00	72.5%
500300 PAPER	1,000	1,000	.00	.00	1,000.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	5,000	5,000	1,211.30	.00	3,788.70	24.2%
502000 MINOR OFFICE EQUIP/FURN.	2,500	2,500	118.68	.00	2,381.32	4.7%
505000 SUBSCRIPTIONS,MAGS,MAPS	500	500	.00	.00	500.00	.0%
508000 COMPUTER SUPPLIES	3,000	2,000	1,721.02	.00	278.51	86.1%
511500 FOOD	500	1,500	808.08	.00	691.92	53.9%

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525000 GAS AND OIL	500	500	206.77	.00	293.23	41.4%
535500 WEARING APPAREL	300	300	129.85	.00	170.15	43.3%
546000 MINOR EQUIPMENT	500	500	270.20	.00	229.80	54.0%
570000 MTR VEHICLE REP. PTS/SPL	1,200	1,200	475.58	.00	724.42	39.6%
602000 CONSULTANT SERV/SURVEYS	225,000	225,000	11,500.00	.00	213,500.00	5.1%
604900 OTHER PROFESSIONAL SERV.	3,000	3,000	446.76	37.23	2,553.24	14.9%
611000 TRAVEL EXPENSE	2,000	2,000	.00	.00	1,999.90	.0%
613000 MESSENGER/EXPRESS SERV.	300	300	.00	.00	300.00	.0%
615000 ADVERTISING	2,000	2,000	615.34	.00	1,384.66	30.8%
620000 PRINTING	500	500	171.79	.00	328.21	34.4%
636500 OFFICE EQUIPMENT R&M	5,000	5,000	1,354.65	.00	3,645.35	27.1%
638400 MOTOR VEHICLE EQ. R&M	500	1,000	694.40	.00	305.60	69.4%
650001 TRAIN DAY EVENT	2,500	1,000	.00	.00	1,000.00	.0%
650004 BICYCLE COMMITTEE & SAFETY	0	1,000	.00	.00	1,000.00	.0%
684000 DUES AND MEMBERSHIPS	1,000	1,000	500.00	.00	500.00	50.0%
684500 REGISTRATION FEE/TUITION	1,500	1,500	.00	.00	1,500.00	.0%
699900 SERVICES NOT SPECIFIED	500	500	.00	.00	500.00	.0%
TOTAL METRPLTN PLANG.	411,450	469,869	155,708.38	8,188.16	314,161.05	33.1%

001095 G/G INS.OTH SER

500300 PAPER	500	500	.00	.00	500.00	.0%
559000 OTHER OPERATING MATL/SPLY	500	500	.00	.00	500.00	.0%
602500 LEGAL	460,000	476,670	463,327.44	14,353.28	13,342.56	97.2%
602700 MEDICAL	30,000	20,000	14,280.00	.00	5,720.00	71.4%
602701 MEDICAL ANALYSIS-EMP CLINIC	384,000	384,000	383,584.33	373.49	415.67	99.9%
602900 IN-SERVICE TRAINING	0	8,930	8,925.00	.00	5.00	99.9%
604900 OTHER PROFESSIONAL SERV.	189,000	379,800	325,342.38	1,797.36	1,702.37	85.7%
606000 TELEPHONE AND TELEGRAPH	130,000	130,000	149,885.55	26,850.35	-19,885.55	115.3%
607000 POSTAGE	42,000	27,000	26,925.26	.00	74.74	99.7%
611000 TRAVEL EXPENSE	6,800	6,800	.00	.00	6,800.00	.0%
615500 UNALLOCATED ADVERTISING	12,000	40,000	40,000.00	.00	.00	100.0%
620000 PRINTING	3,000	3,000	400.35	.00	2,599.65	13.3%
625000 FIRE & EXTENDED COVERAGE	470,000	711,000	710,556.26	.00	443.74	99.9%
625500 PUBLIC LIAB/PROPERTY DAM	520,000	520,000	498,818.96	.00	21,181.04	95.9%
626000 BOILER MACHINERY	8,000	3,000	1,184.00	.00	1,816.00	39.5%
627000 SURETY AND FORGERY BONDS	6,000	6,000	7,164.50	5,262.00	-1,164.50	119.4%
629900 OTHER INSURANCE	4,000	4,000	.00	.00	4,000.00	.0%
636500 OFFICE EQUIPMENT R&M	6,000	0	.00	.00	.00	.0%
683000 PROP.TAX COLL. FEES .05	85,000	85,000	86,134.53	7,365.96	-1,134.53	101.3%
683100 PROP.TAX COLL. FEES.005	130,000	130,000	119,515.10	4,044.52	10,484.90	91.9%

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683200 BANK SERV/TRF FEE	3,000	5,600	5,282.00	418.12	318.00	94.3%
684000 DUES AND MEMBERSHIPS	17,000	17,000	16,119.00	.00	881.00	94.8%
684500 REGISTRATION FEE/TUITION	5,000	0	.00	.00	.00	.0%
699900 SERVICES NOT SPECIFIED	16,580	23,580	12,111.43	.00	11,468.57	51.4%
TOTAL G/G INS.OTH SER	2,528,380	2,982,380	2,869,556.09	60,465.08	60,068.66	96.2%
001096 FED PROG ADMIN						
400000 REGULAR WAGES	0	131,200	72,534.81	7,882.23	58,665.19	55.3%
460000 STATE RETIREMENT	0	22,840	12,620.97	1,371.48	10,219.03	55.3%
470000 F.I.C.A. TAXES	0	10,040	5,282.33	569.31	4,757.67	52.6%
480000 HOSPITALIZATION INS.	0	21,000	7,082.34	-1,617.66	13,917.66	33.7%
501000 OTHER EXPENDABLE OFF.SPL	0	900	114.48	.00	785.52	12.7%
502000 MINOR OFFICE EQUIP/FURN.	0	2,000	1,603.29	47.99	396.71	80.2%
6032LA CONTRC SERV-LEAD ABATEMENT	0	246,857	.00	.00	246,857.00	.0%
6032LI CONTRC SERV-LEAD INSPECTION	0	21,943	.00	.00	21,943.00	.0%
6032LT CONTRC SERV-LEAD TESTING	0	11,314	.00	.00	11,314.00	.0%
611000 TRAVEL EXPENSE	0	24,686	3,567.11	1,041.84	21,118.89	14.4%
684500 REGISTRATION FEE/TUITION	0	23,439	2,835.00	225.00	20,604.00	12.1%
TOTAL FED PROG ADMIN	0	516,219	105,640.33	9,520.19	410,578.67	20.5%
001100 POLICE/PUB.SFTY						
400000 REGULAR WAGES	7,376,094	7,376,914	6,370,201.98	434,598.76	1,006,712.02	86.4%
430000 OVERTIME	725,000	725,000	1,096,599.04	80,988.25	-371,599.04	151.3%
460000 STATE RETIREMENT	1,409,590	1,409,735	1,287,774.34	88,471.07	121,960.66	91.3%
470000 F.I.C.A. TAXES	619,734	619,799	554,873.40	38,053.54	64,925.60	89.5%
480000 HOSPITALIZATION INS.	1,428,000	1,428,000	981,110.52	63,188.58	446,889.48	68.7%
490000 UNEMPLOYMENT BENEFITS	9,000	9,000	-110.30	.00	9,110.30	-1.2%
491000 WORKMAN'S COMPENSATION	155,980	155,980	117,505.00	.00	38,475.00	75.3%
500300 PAPER	3,700	3,700	3,655.80	.00	44.16	98.8%
501000 OTHER EXPENDABLE OFF.SPL	11,820	13,820	12,901.48	-195.12	502.61	93.4%
501200 EXPENDABLE OFF.SPL-LIFE	1,200	1,200	1,074.58	.00	125.20	89.6%
502000 MINOR OFFICE EQUIP/FURN.	2,700	1,700	859.69	.00	840.31	50.6%
505000 SUBSCRIPTIONS,MAGS,MAPS	5,300	3,500	2,465.00	.00	1,035.00	70.4%
507000 BOOKS	200	200	.00	.00	200.00	.0%
508000 COMPUTER SUPPLIES	5,800	12,600	12,210.01	.00	389.99	96.9%
510000 CLEANING/JANITORIAL SPLY	8,500	8,500	7,624.49	82.07	332.19	89.7%

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511100 SUPPLIES - COVID 19	3,500	3,500	.00	.00	3,500.00	.0%
511200 SUPPLIES-DOJ CORONA VIR	44,570	44,570	5,304.74	.00	39,265.70	11.9%
511500 FOOD	500	500	309.88	.00	190.12	62.0%
515000 FEED FOR ANIMALS	4,500	4,500	2,062.35	.00	2,437.80	45.8%
525000 GAS AND OIL	287,000	356,000	349,308.94	36,954.76	6,691.31	98.1%
525700 DIESEL FUEL	2,000	4,300	4,763.29	1,343.77	-463.29	110.8%
535000 UNIFORMS, BADGES, ETC.	45,000	45,000	43,575.58	8,920.45	113.97	96.8%
535500 WEARING APPAREL	42,000	36,000	29,195.41	7,783.59	818.95	81.1%
540500 CONCRETE, CEMENT, ETC.	500	500	.00	.00	500.00	.0%
544000 HORT./LANDSCAPING SPLY.	1,500	1,500	.00	.00	1,500.00	.0%
546000 MINOR EQUIPMENT	50,000	70,000	51,612.33	5,875.90	10,382.89	73.7%
546400 MINOR EQ-LLEBG/BYRNE'05	5,316	5,316	.00	.00	5,316.00	.0%
546700 METER LOCKS	6,323	23	.00	.00	23.00	.0%
559000 OTHER OPERATING MATL/SPLY	29,000	29,000	25,686.01	4,455.18	2,563.93	88.6%
559200 OTHER OPER.MATLS-D.A.R.E.	300	300	266.12	.00	33.88	88.7%
559400 OTHER OPER-VICTIM ADVOC	1,284	1,200	266.90	.00	933.10	22.2%
5594MC OTHER OPER - VICTIM ADVOC MC	0	600	.00	.00	600.00	.0%
560000 BUILDING MATERIALS & SPLY	500	500	29.87	29.87	470.13	6.0%
560500 ELECTRICAL SUPPLIES	2,000	1,000	.00	.00	1,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	170,000	196,300	190,566.23	2,563.42	1,418.46	97.1%
575000 COMMUNICATION REPAIR PTS	1,500	1,500	120.00	.00	1,380.00	8.0%
599000 OTHER REPAIR/MAINT. SPL.	3,000	1,000	.00	.00	1,000.00	.0%
602700 MEDICAL	10,000	9,200	7,653.00	300.00	1,547.00	83.2%
603000 VETERINARIAN	5,000	3,500	1,304.53	.00	2,195.47	37.3%
604900 OTHER PROFESSIONAL SERV.	67,000	134,100	105,886.59	21,898.91	22,663.41	79.0%
604921 NOLA EXPENSE	0	68,000	31,039.39	1,026.96	8,203.41	45.6%
606000 TELEPHONE AND TELEGRAPH	124,500	124,500	123,647.62	9,832.86	852.38	99.3%
606500 TELEPHONE RENT	100	100	.00	.00	100.00	.0%
606900 NETWORK WIRELESS	3,000	2,500	1,119.25	.00	1,380.75	44.8%
611000 TRAVEL EXPENSE	15,000	34,570	30,858.15	.00	3,711.91	89.3%
611100 TRVL EXP-TRAFFIC GRANT	0	0	-4.18	.00	4.18	100.0%
611200 TRVL EXP-VICTIM'S ADV	2,248	5,691	.00	.00	5,691.00	.0%
6112MC TRVL EXP - VICTIM'S ADV MUN C	0	4,518	3,742.31	2,189.99	775.69	82.8%
612000 FREIGHT	3,000	3,000	2,671.26	200.10	183.87	89.0%
615000 ADVERTISING	1,500	330	.00	.00	330.00	.0%
620000 PRINTING	450	450	.00	.00	450.00	.0%
626500 AUTOMOBILE INSURANCE	14,600	21,300	21,221.45	.00	78.55	99.6%
627000 SURETY AND FORGERY BONDS	400	100	.00	.00	100.00	.0%
630000 GAS	14,500	44,500	41,744.41	1,646.71	2,755.59	93.8%
630500 ELECTRICITY	94,000	200,000	214,779.81	22,907.93	-14,779.81	107.4%
635500 ELECTRICAL R&M	4,000	0	288.00	.00	-288.00	100.0%
636500 OFFICE EQUIPMENT R&M	30,000	17,000	12,768.64	.00	4,231.31	75.1%
638000 FIXED EQUIPMENT R&M	2,500	2,500	1,758.00	.00	742.00	70.3%
638400 MOTOR VEHICLE EQ. R&M	146,000	146,900	97,269.24	5,004.62	22,804.40	66.2%

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639000 COMMUNICATION EQ. R&M	0	0	23.60	17.85	-23.60	100.0%
639400 DISINFECT./EXTERMINATION	2,500	2,500	1,777.15	.00	722.85	71.1%
639800 TOW IN CHARGES	8,000	9,000	8,982.00	.00	18.00	99.8%
641000 OFFICE EQUIPMENT RENT	11,500	11,500	8,406.95	.00	3,093.05	73.1%
641700 MOTORCYCLE RENT	38,000	260,000	67,500.00	13,500.00	66,223.40	26.0%
681700 EVIDENCE BUY MONEY	5,000	9,200	.00	.00	9,200.00	.0%
681900 CASH OVERAGE/SHORTAGE	0	0	-133.00	-133.00	133.00	100.0%
683600 NSF CHECKS	1,000	1,000	.00	.00	1,000.00	.0%
684000 DUES AND MEMBERSHIPS	2,000	2,000	705.00	.00	1,295.00	35.3%
684500 REGISTRATION FEE/TUITION	7,000	15,600	14,841.50	.00	758.50	95.1%
684700 CONTINUING EDUCATION	35,000	26,500	20,356.50	.00	6,143.50	76.8%
699900 SERVICES NOT SPECIFIED	0	18,500	18,500.00	.00	.00	100.0%
732300 EQUIP-BYRNE '21	0	12,187	.00	.00	.00	.0%
737500 EQUIP-BYRNE '20	8,620	8,620	.00	.00	.00	.0%
739900 OTHER EQUIPMENT	0	297,375	70,294.25	1,934.49	2,568.65	23.6%
740000 AUTOMOBILES	0	105,000	79,589.57	-25,000.00	25,410.13	75.8%
TOTAL POLICE/PUB.SFTY	13,119,329	14,174,498	12,140,403.67	828,441.51	1,579,895.02	85.6%

001131 JOINT P&F TRNG.

400000 REGULAR WAGES	24,960	28,080	27,840.00	2,400.00	240.00	99.1%
430000 OVERTIME	1,800	4,800	4,116.77	356.25	683.23	85.8%
460000 STATE RETIREMENT	4,660	5,760	5,560.50	479.59	199.50	96.5%
470000 F.I.C.A. TAXES	2,050	2,540	2,407.96	207.72	132.04	94.8%
480000 HOSPITALIZATION INS.	8,400	8,400	7,200.00	600.00	1,200.00	85.7%
491000 WORKMAN'S COMPENSATION	80	80	56.00	.00	24.00	70.0%
500300 PAPER	875	95	92.32	.00	2.68	97.2%
501000 OTHER EXPENDABLE OFF.SPL	4,850	5,432	5,403.54	.00	28.46	99.5%
502000 MINOR OFFICE EQUIP/FURN.	1,875	1,200	1,199.64	.00	.36	100.0%
504000 PHOTO SUPPLIES	475	1,114	1,113.56	.00	.44	100.0%
505000 SUBSCRIPTIONS,MAGS,MAPS	100	16	15.95	.00	.05	99.7%
507000 BOOKS	1,800	449	448.85	.00	.15	100.0%
507100 BOOKS-FIRE	2,000	3,582	3,581.02	.00	.98	100.0%
508000 COMPUTER SUPPLIES	2,000	0	.00	.00	.00	.0%
510000 CLEANING/JANITORIAL SPLY	2,800	2,384	2,383.61	.00	.39	100.0%
511000 HOUSEHOLD SUPPLIES	50	0	.00	.00	.00	.0%
511500 FOOD	1,200	1,813	1,491.67	.00	321.33	82.3%
511600 FOOD-CIT TRAINING (PBMH CONTR	0	6,086	1,390.28	.00	4,695.72	22.8%
512000 MEDICAL SUPPLIES	600	1,268	1,247.14	.00	20.86	98.4%
525000 GAS AND OIL	200	200	.00	.00	200.00	.0%
535500 WEARING APPAREL	1,200	1,717	1,716.30	.00	.70	100.0%

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535600 WEARING APPAREL-FIRE	2,450	4,572	4,571.29	.00	.64	100.0%
544000 HORT./LANDSCAPING SPLY.	500	0	.00	.00	.00	.0%
545000 HAND TOOLS	1,500	900	891.71	.00	8.29	99.1%
5460HS MINOR EQUIP HOMELAND SECURITY	5,431	5,431	.00	.00	5,431.00	.0%
5460PO MINOR EQUIPMENT-POLICE	5,000	4,953	4,529.90	.00	423.10	91.5%
5460RR MINOR EQUIP REGIONAL RESPONSE	7,500	642	641.80	.00	.20	100.0%
5462FR MINOR EQUIPMENT-FIRE	5,000	4,847	4,846.68	.00	.32	100.0%
546500 SWIFT WATER RESCUE SUP	5,000	9,450	9,445.95	.00	4.05	100.0%
546600 HAZ.MAT SUPPLIES	8,000	2,248	2,247.68	.00	.12	100.0%
559000 OTHER OPERATING MATL/SPLY	15,000	14,215	9,572.03	517.51	3,962.09	67.3%
559100 OTHER OPER.MATLS-FULL R	5,000	5,163	3,765.10	1,960.00	1,397.90	72.9%
560000 BUILDING MATERIALS & SPLY	6,000	5,807	5,806.22	.00	.78	100.0%
560500 ELECTRICAL SUPPLIES	800	622	621.75	.00	.25	100.0%
561000 PLUMBING SUPPLIES	2,000	115	115.00	.00	.00	100.0%
565000 PAINT AND PAINTING SPLY.	50	0	.00	.00	.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	1,200	887	886.08	.00	.92	99.9%
599000 OTHER REPAIR/MAINT. SPL.	2,500	13,434	13,348.45	.00	85.55	99.4%
607000 POSTAGE	100	19	19.00	.00	.00	100.0%
6110FR MINOR EQUIPMENT-FIRE	7,500	8,418	8,414.21	.00	3.62	100.0%
6110PO TRAVEL-POLICE	5,000	3,108	3,063.06	.00	44.94	98.6%
612000 FREIGHT	700	700	478.02	.00	221.98	68.3%
615000 ADVERTISING	2,500	0	.00	.00	.00	.0%
630000 GAS	3,700	3,700	3,746.07	167.34	-46.07	101.2%
630500 ELECTRICITY	16,000	19,000	18,250.34	1,748.37	749.66	96.1%
635000 BUILDING R&M	5,000	9,518	8,022.27	422.27	1,495.73	84.3%
635100 DISASTER REPAIRS	45	0	.00	.00	.00	.0%
638200 MINOR EQUIPMENT R&M	150	0	.00	.00	.00	.0%
638400 MOTOR VEHICLE EQ. R&M	500	63	62.62	.00	.38	99.4%
639400 DISINFECT./EXTERMINATION	1,300	1,170	735.00	.00	435.00	62.8%
639900 OTHER REPAIRS AND MAINT.	1,500	644	673.73	.00	-29.73	104.6%
644900 OTHER RENT	4,000	4,000	3,799.34	189.13	200.66	95.0%
684000 DUES AND MEMBERSHIPS	650	25	25.00	.00	.00	100.0%
6845FR REGISTRATION-FIRE	8,000	8,000	7,813.00	.00	187.00	97.7%
6845PO REGISTRATION-POLICE	8,000	9,280	8,585.00	-470.00	695.00	92.5%
TOTAL JOINT P&F TRNG.	199,551	215,947	192,241.41	8,578.18	23,024.27	89.0%

001160 FIRE DIVISION

400000 REGULAR WAGES	5,660,364	5,664,104	5,345,567.71	414,486.30	318,536.29	94.4%
430000 OVERTIME	589,038	589,038	602,250.01	47,705.54	-13,212.01	102.2%
460000 STATE RETIREMENT	1,087,396	1,088,056	1,034,851.01	80,421.46	53,204.99	95.1%

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470000 F.I.C.A. TAXES	478,079	478,369	432,306.77	33,386.11	46,062.23	90.4%
480000 HOSPITALIZATION INS.	1,125,600	1,125,600	918,324.18	78,000.00	207,275.82	81.6%
490000 UNEMPLOYMENT BENEFITS	6,000	6,000	-65.77	.00	6,065.77	-1.1%
491000 WORKMAN'S COMPENSATION	199,400	199,400	149,138.00	.00	50,262.00	74.8%
500300 PAPER	500	500	115.77	.00	384.23	23.2%
501000 OTHER EXPENDABLE OFF.SPL	4,400	2,400	2,080.95	320.82	318.81	86.7%
502000 MINOR OFFICE EQUIP/FURN.	3,500	3,500	2,832.13	.00	667.87	80.9%
507000 BOOKS	1,800	800	63.68	.00	736.32	8.0%
508000 COMPUTER SUPPLIES	900	900	854.46	.00	45.54	94.9%
510000 CLEANING/JANITORIAL SPLY	13,000	12,200	10,850.86	1,631.14	1,349.14	88.9%
511000 HOUSEHOLD SUPPLIES	2,500	2,500	2,409.76	.00	90.24	96.4%
511100 SUPPLIES - COVID 19	5,650	150	.00	.00	150.00	.0%
511500 FOOD	400	400	242.00	.00	158.00	60.5%
512000 MEDICAL SUPPLIES	5,000	4,600	1,508.01	1,416.90	3,091.99	32.8%
525000 GAS AND OIL	16,000	29,500	29,505.47	3,387.57	-5.47	100.0%
525500 LUBRICANTS	1,500	1,500	.00	.00	1,500.00	.0%
525700 DIESEL FUEL	45,000	58,300	56,417.56	4,304.71	1,882.44	96.8%
526000 OTHER FUEL	900	900	.00	.00	900.00	.0%
535000 UNIFORMS, BADGES, ETC.	48,200	48,200	43,332.65	16,274.79	4,867.35	89.9%
535500 WEARING APPAREL	15,000	15,000	14,924.93	1,740.80	75.07	99.5%
545000 HAND TOOLS	1,450	3,550	3,382.06	.00	167.94	95.3%
546000 MINOR EQUIPMENT	10,000	5,500	3,374.17	.00	2,125.83	61.3%
546200 MINOR FIRE FIGHTING EQUIP.	10,000	10,000	8,623.20	.00	1,376.80	86.2%
547000 FIRE HOSE	5,000	5,050	4,885.24	.00	164.76	96.7%
553500 SFTY/FIRE P/MATL CONTRIB.	5,110	5,060	4,554.89	.00	505.11	90.0%
559000 OTHER OPERATING MATL/SPLY	690	1,690	927.96	.00	762.04	54.9%
560000 BUILDING MATERIALS & SPLY	8,000	7,000	6,883.65	.00	116.39	98.3%
560500 ELECTRICAL SUPPLIES	3,000	1,400	750.12	.00	649.88	53.6%
561000 PLUMBING SUPPLIES	500	500	495.65	.00	4.35	99.1%
565000 PAINT AND PAINTING SPLY.	2,600	3,200	3,030.28	.00	169.72	94.7%
570000 MTR VEHICLE REP. PTS/SPL	64,000	69,500	67,117.86	.00	2,382.14	96.6%
575000 COMMUNICATION REPAIR PTS	2,200	2,600	2,172.00	.00	428.00	83.5%
575600 SCBA REPAIR PTS/SPL	5,000	4,400	187.20	.00	4,212.80	4.3%
599000 OTHER REPAIR/MAINT. SPL.	5,000	500	48.95	.00	451.05	9.8%
602700 MEDICAL	15,000	0	.00	.00	.00	.0%
604900 OTHER PROFESSIONAL SERV.	15,400	11,500	11,373.28	215.06	126.72	98.9%
606000 TELEPHONE AND TELEGRAPH	14,000	17,000	16,949.90	1,411.88	50.10	99.7%
606900 NETWORK WIRELESS	500	4,400	3,842.40	.00	557.60	87.3%
611000 TRAVEL EXPENSE	8,000	16,870	15,898.60	1,311.88	971.40	94.2%
612000 FREIGHT	4,300	4,300	4,118.79	46.97	181.21	95.8%
615000 ADVERTISING	5,000	0	.00	.00	.00	.0%
620000 PRINTING	1,500	0	.00	.00	.00	.0%
627000 SURETY AND FORGERY BONDS	125	125	.00	.00	125.00	.0%
630000 GAS	20,000	20,000	20,798.08	436.43	-798.08	104.0%

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
630500 ELECTRICITY	64,500	72,500	77,769.34	7,401.74	-5,269.34	107.3%
631500 WATER	354	774	926.82	32.00	-152.82	119.7%
635000 BUILDING R&M	20,000	52,700	46,678.62	2,093.60	6,021.38	88.6%
635500 ELECTRICAL R&M	200	0	.00	.00	.00	.0%
635700 PLUMBING EQUIPMENT R&M	5,000	4,400	4,346.44	.00	53.56	98.8%
636500 OFFICE EQUIPMENT R&M	3,000	225	192.00	.00	33.00	85.3%
637000 HOUSEHOLD EQUIPMENT R&M	3,500	0	.00	.00	.00	.0%
638000 FIXED EQUIPMENT R&M	6,025	9,025	8,698.43	.00	326.57	96.4%
638200 MINOR EQUIPMENT R&M	3,000	0	.00	.00	.00	.0%
638400 MOTOR VEHICLE EQ. R&M	50,000	45,300	45,277.84	.00	22.16	100.0%
638700 AGRICULTURAL EQ. R&M	500	500	92.96	.00	407.04	18.6%
638900 SCBA EQUIP. R&M	10,550	8,750	8,670.00	.00	80.00	99.1%
639000 COMMUNICATION EQ. R&M	10,000	7,000	5,911.50	.00	1,088.50	84.5%
639400 DISINFECT./EXTERMINATION	2,000	2,000	1,871.00	.00	129.00	93.6%
639800 TOW IN CHARGES	3,000	400	400.00	.00	.00	100.0%
639900 OTHER REPAIRS AND MAINT.	1,000	1,000	420.00	.00	580.00	42.0%
641000 OFFICE EQUIPMENT RENT	5,000	5,000	3,833.72	274.48	1,166.28	76.7%
642000 MACHINERY RENT	100	100	.00	.00	100.00	.0%
642500 CYLINDER RENT	4,000	3,000	2,527.96	131.24	472.04	84.3%
643500 MOP-MAT-RAG RENT	1,000	1,000	525.80	.00	474.20	52.6%
684000 DUES AND MEMBERSHIPS	1,330	1,330	290.00	.00	1,040.00	21.8%
684500 REGISTRATION FEE/TUITION	1,550	1,825	1,800.00	.00	25.00	98.6%
684700 CONTINUING EDUCATION	15,000	7,310	2,274.00	.00	5,036.00	31.1%
685000 LAUNDRY	100	100	.00	.00	100.00	.0%
699900 SERVICES NOT SPECIFIED	500	500	.00	.00	500.00	.0%
TOTAL FIRE DIVISION	9,727,711	9,750,801	9,039,430.85	696,431.42	711,369.95	92.7%

001180 LAND DEVEL.ADM.

400000 REGULAR WAGES	452,700	452,700	390,636.18	28,379.90	62,063.82	86.3%
430000 OVERTIME	0	0	83.20	.00	-83.20	100.0%
460000 STATE RETIREMENT	78,770	78,770	68,129.80	4,938.10	10,640.20	86.5%
470000 F.I.C.A. TAXES	34,640	34,640	28,519.22	2,043.67	6,120.78	82.3%
480000 HOSPITALIZATION INS.	109,200	109,200	77,438.01	6,600.00	31,761.99	70.9%
490000 UNEMPLOYMENT BENEFITS	5,000	5,000	61.18	.00	4,938.82	1.2%
491000 WORKMAN'S COMPENSATION	14,200	14,200	10,044.00	.00	4,156.00	70.7%
500300 PAPER	1,575	1,575	1,547.36	657.63	27.64	98.2%
500500 PRINTED FORMS	270	270	.00	.00	270.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	2,300	2,300	2,281.13	27.40	18.87	99.2%
502000 MINOR OFFICE EQUIP/FURN.	1,600	1,600	1,549.51	.00	50.49	96.8%
505000 SUBSCRIPTIONS,MAGS,MAPS	900	400	.00	.00	400.00	.0%

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507000 BOOKS	900	400	.00	.00	400.00	.0%
508000 COMPUTER SUPPLIES	450	450	.00	.00	450.00	.0%
511100 SUPPLIES - COVID 19	200	200	116.90	.00	83.10	58.5%
525000 GAS AND OIL	9,500	11,500	11,537.37	1,675.60	-37.37	100.3%
535500 WEARING APPAREL	2,500	3,500	2,445.10	425.94	1,054.90	69.9%
546000 MINOR EQUIPMENT	660	660	133.29	.00	526.71	20.2%
570000 MTR VEHICLE REP. PTS/SPL	8,000	6,000	4,898.59	.00	1,101.41	81.6%
601300 DEMOLITION	80,000	117,000	107,365.42	11,118.08	9,634.58	91.8%
601400 ASBESTOS REMOVAL	3,000	3,000	1,554.24	.00	1,445.76	51.8%
601600 TITLE OPINIONS	9,600	3,600	2,500.00	.00	1,100.00	69.4%
601800 LOT CLEARING	70,000	99,000	94,617.24	5,528.53	4,382.76	95.6%
602300 ABSTRACTING & RECORDING	4,000	4,000	3,575.00	78.00	425.00	89.4%
604900 OTHER PROFESSIONAL SERV.	9,000	9,106	9,013.18	.00	92.82	99.0%
606000 TELEPHONE AND TELEGRAPH	10,000	10,930	10,637.83	928.11	292.17	97.3%
607000 POSTAGE	600	600	.00	.00	600.00	.0%
611000 TRAVEL EXPENSE	5,000	5,000	2,580.36	774.00	2,419.31	51.6%
615000 ADVERTISING	100	1,204	1,061.04	.00	142.96	88.1%
620000 PRINTING	3,000	860	660.38	.00	199.62	76.8%
636500 OFFICE EQUIPMENT R&M	450	450	.00	.00	450.00	.0%
638400 MOTOR VEHICLE EQ. R&M	4,500	4,500	1,770.74	81.77	2,716.37	39.3%
639800 TOW IN CHARGES	200	1,000	810.00	75.00	190.00	81.0%
644900 OTHER RENT	3,600	3,600	3,382.73	.00	217.27	94.0%
684000 DUES AND MEMBERSHIPS	3,100	3,100	1,775.00	.00	1,325.00	57.3%
684500 REGISTRATION FEE/TUITION	3,000	3,000	1,249.46	.00	1,750.54	41.6%
TOTAL LAND DEVEL.ADM.	932,515	993,315	841,973.46	63,331.73	151,328.32	84.8%
001190 P/S CONTRAC.SER						
430000 OVERTIME	300,000	300,000	155,601.61	9,886.64	144,398.39	51.9%
460000 STATE RETIREMENT	29,300	29,300	27,074.57	1,720.30	2,225.43	92.4%
470000 F.I.C.A. TAXES	14,000	14,000	11,464.56	728.10	2,535.44	81.9%
480000 HOSPITALIZATION INS.	30,000	30,000	15,192.63	1,052.58	14,807.37	50.6%
602700 MEDICAL	40,000	39,000	39,000.00	5,626.56	.00	100.0%
681500 JAIL EXPENSE	650,000	811,900	739,137.92	3,393.25	72,762.08	91.0%
686500 EMERGENCY MGMT.CONTRIB.	140,000	140,000	140,000.00	.00	.00	100.0%
699900 SERVICES NOT SPECIFIED	175,000	164,100	150,060.00	.00	14,040.00	91.4%
TOTAL P/S CONTRAC.SER	1,378,300	1,528,300	1,277,531.29	22,407.43	250,768.71	83.6%
001191 TRAFFIC MAINT.						

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400000 REGULAR WAGES	152,570	152,570	149,049.35	11,639.30	3,520.65	97.7%
430000 OVERTIME	8,500	18,500	24,081.14	2,133.79	-5,581.14	130.2%
460000 STATE RETIREMENT	28,030	28,030	30,245.13	2,406.16	-2,215.13	107.9%
470000 F.I.C.A. TAXES	12,330	12,330	12,683.11	1,006.33	-353.11	102.9%
480000 HOSPITALIZATION INS.	42,000	42,000	36,000.00	3,000.00	6,000.00	85.7%
490000 UNEMPLOYMENT BENEFITS	8,300	8,300	.00	.00	8,300.00	.0%
491000 WORKMAN'S COMPENSATION	12,500	12,500	9,354.00	.00	3,146.00	74.8%
500300 PAPER	300	300	194.45	.00	105.55	64.8%
501000 OTHER EXPENDABLE OFF.SPL	1,200	1,200	983.18	233.56	216.82	81.9%
508000 COMPUTER SUPPLIES	600	600	192.47	.00	407.53	32.1%
510000 CLEANING/JANITORIAL SPLY	200	200	182.49	.00	17.51	91.2%
511000 HOUSEHOLD SUPPLIES	1,500	1,500	428.85	.00	1,071.15	28.6%
525000 GAS AND OIL	11,000	12,700	11,999.87	1,315.88	700.13	94.5%
525500 LUBRICANTS	100	100	.00	.00	100.00	.0%
525700 DIESEL FUEL	2,000	2,000	1,240.09	87.16	759.91	62.0%
535500 WEARING APPAREL	700	700	451.06	.00	248.94	64.4%
545000 HAND TOOLS	1,500	2,615	2,610.67	.00	4.33	99.8%
546000 MINOR EQUIPMENT	1,000	5,400	3,101.10	.00	2,298.90	57.4%
554000 TRAFFIC CONTROL EQ. SPLY.	59,900	94,500	65,607.07	.00	27,892.93	69.4%
554500 TRAFFIC SIGNS	35,000	31,500	22,288.63	4,994.75	9,211.37	70.8%
555000 STREET MARKING SUPPLIES	6,000	3,000	229.50	.00	2,770.50	7.7%
559000 OTHER OPERATING MATL/SPLY	1,000	1,885	1,301.53	.00	583.47	69.0%
560000 BUILDING MATERIALS & SPLY	2,000	2,000	987.00	.00	1,013.00	49.4%
560500 ELECTRICAL SUPPLIES	2,000	900	802.26	802.26	97.74	89.1%
562000 STRUCTURAL STEEL & IRON	950	950	.00	.00	950.00	.0%
565000 PAINT AND PAINTING SPLY.	8,000	2,000	175.68	.00	1,824.50	8.8%
570000 MTR VEHICLE REP. PTS/SPL	14,000	11,900	11,351.19	.00	548.81	95.4%
575000 COMMUNICATION REPAIR PTS	1,700	0	.00	.00	.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	500	500	72.63	.00	427.37	14.5%
606000 TELEPHONE AND TELEGRAPH	1,500	1,500	856.26	71.61	643.74	57.1%
611000 TRAVEL EXPENSE	700	700	248.94	.00	451.06	35.6%
612000 FREIGHT	2,000	2,000	88.19	.00	1,911.81	4.4%
630000 GAS	2,000	2,000	1,321.98	43.15	678.02	66.1%
630500 ELECTRICITY	16,500	16,500	16,719.90	1,596.86	-219.90	101.3%
636500 OFFICE EQUIPMENT R&M	800	800	725.00	.00	75.00	90.6%
637500 TRAFFIC CONTROL EQ. R&M	57,000	56,340	22,600.00	.00	33,740.00	40.1%
638200 MINOR EQUIPMENT R&M	500	500	.00	.00	500.00	.0%
638400 MOTOR VEHICLE EQ. R&M	10,000	10,000	6,930.95	.00	2,411.93	69.3%
639000 COMMUNICATION EQ. R&M	600	600	.00	.00	600.00	.0%
639400 DISINFECT./EXTERMINATION	700	700	525.00	.00	175.00	75.0%
639800 TOW IN CHARGES	600	600	85.00	.00	515.00	14.2%
639900 OTHER REPAIRS AND MAINT.	1,500	500	90.00	.00	410.00	18.0%
642500 CYLINDER RENT	350	350	.00	.00	350.00	.0%
643000 UNIFORM RENT	3,000	3,000	1,203.17	50.00	1,796.83	40.1%

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643500 MOP-MAT-RAG RENT	800	800	509.82	15.40	290.18	63.7%
644900 OTHER RENT	200	200	.00	.00	200.00	.0%
684000 DUES AND MEMBERSHIPS	600	200	.00	.00	200.00	.0%
684500 REGISTRATION FEE/TUITION	1,000	2,060	2,022.72	655.00	37.28	98.2%
687000 CUSTODIAL SERVICE	7,000	7,000	3,900.00	.00	3,100.00	55.7%
699900 SERVICES NOT SPECIFIED	900	900	.00	.00	900.00	.0%
TOTAL TRAFFIC MAINT.	523,630	557,930	443,439.38	30,051.21	112,833.68	79.5%

001201 STREET DIV.

400000 REGULAR WAGES	625,900	625,900	573,773.01	45,150.66	52,126.99	91.7%
430000 OVERTIME	15,000	15,000	9,697.01	505.64	5,302.99	64.6%
460000 STATE RETIREMENT	111,520	111,520	101,740.64	7,953.82	9,779.36	91.2%
470000 F.I.C.A. TAXES	49,030	49,030	43,593.10	3,398.98	5,436.90	88.9%
480000 HOSPITALIZATION INS.	151,200	151,200	114,900.00	9,600.00	36,300.00	76.0%
490000 UNEMPLOYMENT BENEFITS	9,000	9,000	.00	.00	9,000.00	.0%
491000 WORKMAN'S COMPENSATION	66,000	66,000	49,653.00	.00	16,347.00	75.2%
500300 PAPER	500	500	.00	.00	500.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	500	500	387.24	.00	112.76	77.4%
502000 MINOR OFFICE EQUIP/FURN.	2,500	1,500	945.55	.00	554.45	63.0%
510000 CLEANING/JANITORIAL SPLY	3,000	5,800	5,366.37	.00	433.13	92.5%
511000 HOUSEHOLD SUPPLIES	1,000	1,000	880.19	.00	120.06	88.0%
511100 SUPPLIES - COVID 19	0	1,200	1,120.03	.00	80.00	93.3%
513000 CHEMICALS	8,000	5,000	4,839.95	.00	160.05	96.8%
525000 GAS AND OIL	23,000	45,000	43,644.62	6,740.57	1,355.38	97.0%
525500 LUBRICANTS	2,500	500	132.40	.00	367.60	26.5%
525700 DIESEL FUEL	25,000	55,000	43,884.35	3,130.45	11,115.65	79.8%
535500 WEARING APPAREL	3,800	1,800	1,243.12	.00	556.58	69.1%
540000 ASPHALT & ASPHALT PROD.	40,000	65,600	51,935.68	1,365.41	7,477.30	79.2%
540500 CONCRETE, CEMENT, ETC.	25,000	13,800	10,082.18	.00	3,717.67	73.1%
541000 BRICK,STONE,MORTAR,ETC.	25,000	16,000	10,463.08	.00	5,536.92	65.4%
541500 SAND,CLAY,GRVL,FILL DIRT	9,000	9,000	7,517.54	.00	1,482.46	83.5%
542000 DRAINAGE PIPE & CULVERTS	8,000	8,000	6,772.12	.00	1,227.88	84.7%
544000 HORT./LANDSCAPING SPLY.	1,000	0	.00	.00	.00	.0%
545000 HAND TOOLS	5,000	4,000	929.52	.00	3,070.48	23.2%
546000 MINOR EQUIPMENT	5,500	3,500	3,449.54	.00	50.46	98.6%
559000 OTHER OPERATING MATL/SPLY	20,000	25,600	22,707.90	.00	2,891.90	88.7%
560000 BUILDING MATERIALS & SPLY	5,000	3,500	3,030.52	.00	468.98	86.6%
560500 ELECTRICAL SUPPLIES	1,800	1,800	1,649.90	.00	150.10	91.7%
561000 PLUMBING SUPPLIES	400	400	138.89	.00	261.11	34.7%
562000 STRUCTURAL STEEL & IRON	4,100	0	.00	.00	.00	.0%

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565000 PAINT AND PAINTING SPLY.	1,200	1,200	383.58	.00	816.54	32.0%
570000 MTR VEHICLE REP. PTS/SPL	88,000	98,100	94,847.01	579.31	3,253.03	96.7%
575000 COMMUNICATION REPAIR PTS	1,000	0	.00	.00	.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	15,000	15,000	13,590.66	1,952.69	1,409.73	90.6%
604900 OTHER PROFESSIONAL SERV.	115,800	140,900	122,782.18	4,530.00	917.32	87.1%
611000 TRAVEL EXPENSE	2,000	2,000	773.21	.00	1,226.79	38.7%
612000 FREIGHT	3,000	2,000	1,322.61	72.32	677.39	66.1%
636099 LONG RANGE PAVING PLAN	1,120,254	1,448,254	1,320,996.19	30,991.05	120,057.95	91.2%
638200 MINOR EQUIPMENT R&M	1,500	0	.00	.00	.00	.0%
638400 MOTOR VEHICLE EQ. R&M	30,000	36,000	35,841.50	.00	158.50	99.6%
638700 AGRICULTURAL EQ. R&M	20,000	41,000	40,952.00	.00	48.22	99.9%
639800 TOW IN CHARGES	1,500	2,900	2,025.00	.00	875.00	69.8%
639900 OTHER REPAIRS AND MAINT.	10,000	4,000	4,020.00	.00	-20.00	100.5%
642000 MACHINERY RENT	5,000	0	.00	.00	.00	.0%
643000 UNIFORM RENT	14,000	14,000	13,994.39	.00	5.61	100.0%
684000 DUES AND MEMBERSHIPS	600	600	292.00	.00	308.00	48.7%
684500 REGISTRATION FEE/TUITION	2,600	600	525.00	.00	75.00	87.5%
699900 SERVICES NOT SPECIFIED	8,000	0	.00	.00	.00	.0%
TOTAL STREET DIV.	2,686,704	3,103,204	2,766,822.78	115,970.90	305,793.24	89.2%
001202 STREET LIGHTS						
630500 ELECTRICITY	1,340,000	1,362,000	1,363,424.53	115,907.63	-1,424.53	100.1%
TOTAL STREET LIGHTS	1,340,000	1,362,000	1,363,424.53	115,907.63	-1,424.53	100.1%
001203 ENGR/PUBLIC SER						
400000 REGULAR WAGES	392,870	397,120	387,373.12	31,377.47	9,746.88	97.5%
430000 OVERTIME	800	800	606.13	15.64	193.87	75.8%
460000 STATE RETIREMENT	68,500	69,240	67,628.73	5,472.03	1,611.27	97.7%
470000 F.I.C.A. TAXES	30,120	30,450	28,546.36	2,307.52	1,903.64	93.7%
480000 HOSPITALIZATION INS.	67,200	67,200	51,600.00	3,600.00	15,600.00	76.8%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	8,370	8,370	6,103.00	.00	2,267.00	72.9%
500300 PAPER	400	400	179.45	.00	220.98	44.8%
501000 OTHER EXPENDABLE OFF.SPL	2,700	2,700	2,650.01	229.76	50.01	98.1%
502000 MINOR OFFICE EQUIP/FURN.	1,000	1,000	755.00	106.99	244.61	75.5%
505000 SUBSCRIPTIONS,MAGS,MAPS	450	450	455.40	.00	-5.40	101.2%

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508000 COMPUTER SUPPLIES	5,000	5,000	1,470.89	.00	3,528.77	29.4%
511500 FOOD	100	100	.00	.00	100.00	.0%
525000 GAS AND OIL	2,200	2,200	1,848.86	294.62	351.14	84.0%
535500 WEARING APPAREL	250	250	.00	.00	250.00	.0%
546000 MINOR EQUIPMENT	250	240	226.08	.00	13.92	94.2%
559000 OTHER OPERATING MATL/SPLY	200	210	102.77	.00	107.62	48.8%
560000 BUILDING MATERIALS & SPLY	300	300	124.50	.00	175.50	41.5%
560500 ELECTRICAL SUPPLIES	100	100	.00	.00	100.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	1,100	1,100	975.14	.00	124.86	88.6%
575000 COMMUNICATION REPAIR PTS	100	100	.00	.00	100.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	100	100	43.40	.00	56.60	43.4%
601500 ENGINEERING	186,672	181,106	115,909.06	13,749.99	65,196.60	64.0%
602000 CONSULTANT SERV/SURVEYS	10,450	10,450	.00	.00	10,450.00	.0%
602300 ABSTRACTING & RECORDING	500	500	339.00	.00	161.00	67.8%
604900 OTHER PROFESSIONAL SERV.	86,500	86,500	74,795.10	.00	1,134.90	86.5%
606000 TELEPHONE AND TELEGRAPH	3,300	3,300	3,192.62	266.86	107.38	96.7%
607000 POSTAGE	1,250	1,250	937.54	.00	312.46	75.0%
611000 TRAVEL EXPENSE	1,900	6,900	4,710.44	.00	2,189.56	68.3%
613000 MESSENGER/EXPRESS SERV.	400	400	320.34	213.69	79.66	80.1%
615000 ADVERTISING	700	1,166	1,166.34	403.96	.00	100.0%
620000 PRINTING	300	400	351.35	.00	48.65	87.8%
630000 GAS	1,200	1,200	1,160.14	30.29	39.86	96.7%
630500 ELECTRICITY	6,500	6,500	5,866.50	635.77	633.50	90.3%
635000 BUILDING R&M	1,400	1,400	259.00	.00	1,141.00	18.5%
638200 MINOR EQUIPMENT R&M	1,000	1,000	49.62	.00	950.38	5.0%
638400 MOTOR VEHICLE EQ. R&M	1,000	1,000	410.39	.00	589.61	41.0%
639400 DISINFECT./EXTERMINATION	750	750	577.84	.00	172.16	77.0%
641000 OFFICE EQUIPMENT RENT	4,000	4,000	3,383.80	.00	616.20	84.6%
684000 DUES AND MEMBERSHIPS	500	500	170.00	.00	330.00	34.0%
684500 REGISTRATION FEE/TUITION	2,450	2,450	1,749.00	.00	701.00	71.4%
687000 CUSTODIAL SERVICE	5,940	6,965	5,100.00	.00	1,865.00	73.2%
699900 SERVICES NOT SPECIFIED	50,000	28,975	30.00	.00	28,945.00	.1%
TOTAL ENGR/PUBLIC SER	949,822	935,142	771,166.92	58,704.59	153,405.19	82.5%

001204 SHOP DIVISION

400000 REGULAR WAGES	301,620	301,620	246,874.71	18,661.31	54,745.29	81.8%
430000 OVERTIME	16,000	16,000	12,886.89	2,763.42	3,113.11	80.5%
460000 STATE RETIREMENT	55,266	55,266	45,318.99	3,737.54	9,947.01	82.0%
470000 F.I.C.A. TAXES	24,300	24,300	18,914.07	1,561.75	5,385.93	77.8%
480000 HOSPITALIZATION INS.	67,200	67,200	44,649.35	3,600.00	22,550.65	66.4%

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490000 UNEMPLOYMENT BENEFITS	3,000	3,000	.00	.00	3,000.00	.0%
491000 WORKMAN'S COMPENSATION	9,500	9,500	6,866.00	.00	2,634.00	72.3%
502000 MINOR OFFICE EQUIP/FURN.	800	1,300	950.00	.00	350.00	73.1%
512000 MEDICAL SUPPLIES	350	350	215.14	.00	134.86	61.5%
513000 CHEMICALS	8,000	3,500	2,618.52	.00	881.48	74.8%
525000 GAS AND OIL	2,500	2,500	919.12	.00	1,580.88	36.8%
525500 LUBRICANTS	4,600	4,100	3,436.00	.00	664.00	83.8%
525700 DIESEL FUEL	2,500	2,500	473.48	100.00	2,026.52	18.9%
545000 HAND TOOLS	2,000	1,080	667.25	.00	412.75	61.8%
546000 MINOR EQUIPMENT	1,500	1,920	1,794.99	.00	125.01	93.5%
559000 OTHER OPERATING MATL/SPLY	4,000	5,300	4,785.86	.00	514.14	90.3%
560000 BUILDING MATERIALS & SPLY	1,000	700	175.31	.00	524.69	25.0%
560500 ELECTRICAL SUPPLIES	1,000	1,000	809.54	.00	190.46	81.0%
561000 PLUMBING SUPPLIES	300	300	187.28	.00	112.72	62.4%
570000 MTR VEHICLE REP. PTS/SPL	3,000	3,600	3,570.45	73.99	29.55	99.2%
575000 COMMUNICATION REPAIR PTS	500	200	.00	.00	200.00	.0%
577000 EXPENDABLE WELDING SPLY.	2,300	800	486.86	.00	313.14	60.9%
599000 OTHER REPAIR/MAINT. SPL.	1,000	1,000	749.11	418.11	250.89	74.9%
612000 FREIGHT	100	100	75.00	.00	25.00	75.0%
630000 GAS	11,000	11,000	9,761.53	21.29	1,238.47	88.7%
630500 ELECTRICITY	20,000	28,000	27,751.08	1,857.00	248.92	99.1%
635500 ELECTRICAL R&M	0	1,200	.00	.00	1,200.00	.0%
638000 FIXED EQUIPMENT R&M	4,000	0	.00	.00	.00	.0%
638200 MINOR EQUIPMENT R&M	700	0	.00	.00	.00	.0%
638400 MOTOR VEHICLE EQ. R&M	0	2,600	1,859.77	.00	740.23	71.5%
639400 DISINFECT./EXTERMINATION	0	922	921.65	.00	.35	100.0%
642500 CYLINDER RENT	5,000	4,078	3,899.09	.00	178.91	95.6%
643000 UNIFORM RENT	5,000	5,000	3,802.73	123.78	1,197.27	76.1%
TOTAL SHOP DIVISION	558,036	559,936	445,419.77	32,918.19	114,516.23	79.5%
001205 G O & F S DIV.						
501000 OTHER EXPENDABLE OFF.SPL	800	800	773.30	.00	26.70	96.7%
502000 MINOR OFFICE EQUIP/FURN.	600	600	.00	.00	600.00	.0%
507000 BOOKS	220	220	.00	.00	220.00	.0%
510000 CLEANING/JANITORIAL SPLY	600	600	570.82	.00	29.18	95.1%
511000 HOUSEHOLD SUPPLIES	500	500	.00	.00	500.00	.0%
512000 MEDICAL SUPPLIES	300	300	.00	.00	300.00	.0%
525000 GAS AND OIL	0	100	50.00	.00	50.00	50.0%
525700 DIESEL FUEL	1,000	900	.00	.00	900.00	.0%
559000 OTHER OPERATING MATL/SPLY	500	500	.00	.00	500.00	.0%

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560000 BUILDING MATERIALS & SPLY	500	500	.00	.00	500.00	.0%
561000 PLUMBING SUPPLIES	100	100	.00	.00	100.00	.0%
604900 OTHER PROFESSIONAL SERV.	14,000	13,600	5,464.14	.00	8,135.86	40.2%
606000 TELEPHONE AND TELEGRAPH	8,500	8,500	8,338.59	.00	161.41	98.1%
630500 ELECTRICITY	500	900	864.25	74.83	35.75	96.0%
639400 DISINFECT./EXTERMINATION	1,500	1,500	1,475.00	.00	25.00	98.3%
TOTAL G O & F S DIV.	29,620	29,620	17,536.10	74.83	12,083.90	59.2%
001206 DRAINAGE DIV.						
525000 GAS AND OIL	5,000	6,500	6,114.40	714.06	385.60	94.1%
525700 DIESEL FUEL	500	1,000	711.81	.00	288.19	71.2%
542000 DRAINAGE PIPE & CULVERTS	3,000	1,000	936.80	936.80	63.20	93.7%
604900 OTHER PROFESSIONAL SERV.	15,000	15,500	13,750.00	.00	1,750.00	88.7%
606000 TELEPHONE AND TELEGRAPH	18,000	17,500	16,235.17	2,134.53	1,264.83	92.8%
636000 STREETS & STRUCTURES R&M	60,000	10,000	.00	.00	10,000.00	.0%
721501 FACILITIES IMPROVEMENT	150,000	165,000	95,344.01	-67,080.00	69,655.99	57.8%
721503 INNSWOOD DRAINAGE	120,000	78,115	.00	.00	78,114.52	.0%
729500 OTHER IMPROVEMENTS	400,000	426,886	353,039.08	3,390.50	768.22	82.7%
TOTAL DRAINAGE DIV.	771,500	721,500	486,131.27	-59,904.11	162,290.55	67.4%
001207 CONSTRUCTION						
400000 REGULAR WAGES	373,640	413,640	368,818.85	30,174.89	44,821.15	89.2%
430000 OVERTIME	12,000	12,000	10,681.49	323.88	1,318.51	89.0%
460000 STATE RETIREMENT	67,110	74,070	66,225.86	5,306.77	7,844.14	89.4%
470000 F.I.C.A. TAXES	29,510	32,570	27,680.38	2,184.75	4,889.62	85.0%
480000 HOSPITALIZATION INS.	84,000	92,400	70,500.00	5,700.00	21,900.00	76.3%
490000 UNEMPLOYMENT BENEFITS	4,000	4,000	.00	.00	4,000.00	.0%
491000 WORKMAN'S COMPENSATION	42,000	42,000	29,689.00	.00	12,311.00	70.7%
502000 MINOR OFFICE EQUIP/FURN.	1,000	2,000	1,820.26	.00	179.74	91.0%
525000 GAS AND OIL	14,000	23,100	23,244.55	2,354.03	-144.55	100.6%
525500 LUBRICANTS	400	0	.00	.00	.00	.0%
525700 DIESEL FUEL	1,300	1,300	522.04	178.83	777.96	40.2%
535500 WEARING APPAREL	800	1,400	1,069.00	.00	331.00	76.4%
545000 HAND TOOLS	2,500	2,120	2,005.29	418.78	114.71	94.6%
546000 MINOR EQUIPMENT	6,000	10,500	9,902.41	.00	597.59	94.3%
559000 OTHER OPERATING MATL/SPLY	7,100	7,100	6,935.30	.00	164.70	97.7%

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560000 BUILDING MATERIALS & SPL	12,000	3,700	2,955.82	.00	744.54	79.9%
560500 ELECTRICAL SUPPLIES	27,000	31,100	30,705.70	234.88	159.90	98.7%
561000 PLUMBING SUPPLIES	3,000	1,680	1,420.25	.00	259.75	84.5%
562000 STRUCTURAL STEEL & IRON	750	0	.00	.00	.00	.0%
565000 PAINT AND PAINTING SPL.	3,000	2,270	2,269.83	551.88	.17	100.0%
570000 MTR VEHICLE REP. PTS/SPL	8,000	7,000	6,471.48	.00	510.85	92.4%
575000 COMMUNICATION REPAIR PTS	2,000	4,930	4,929.95	.00	.05	100.0%
575500 AGRICLTRL REPAIR PTS/SPL	500	0	.00	.00	.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	1,000	350	350.00	.00	.00	100.0%
599102 REPR/MAINT SPL-DOWNTOWN	8,000	14,300	5,300.00	.00	9,000.00	37.1%
604900 OTHER PROFESSIONAL SERV.	1,000	2,000	1,944.38	188.10	55.62	97.2%
606000 TELEPHONE AND TELEGRAPH	2,200	2,200	1,470.54	123.22	729.46	66.8%
612000 FREIGHT	500	500	168.06	.00	331.94	33.6%
630500 ELECTRICITY	5,200	200	.00	.00	200.00	.0%
636500 OFFICE EQUIPMENT R&M	0	2,860	2,860.00	2,860.00	.00	100.0%
638300 GENERATOR R&M	70,000	70,000	65,347.50	4,990.00	4,652.50	93.4%
638400 MOTOR VEHICLE EQ. R&M	10,000	11,100	10,823.85	.00	276.15	97.5%
639000 COMMUNICATION EQ. R&M	0	2,500	2,237.50	.00	262.50	89.5%
639100 DOWNTOWN LIGHTS R&M	50,000	43,640	17,935.44	1,374.03	25,704.56	41.1%
639400 DISINFECT./EXTERMINATION	200	200	.00	.00	200.00	.0%
639800 TOW IN CHARGES	300	500	357.50	.00	142.50	71.5%
639900 OTHER REPAIRS AND MAINT.	2,000	3,100	2,580.40	.00	520.00	83.2%
642500 CYLINDER RENT	3,000	3,000	2,529.45	207.71	470.55	84.3%
643000 UNIFORM RENT	3,500	3,500	3,353.33	102.66	146.67	95.8%
644900 OTHER RENT	200	200	.00	.00	200.00	.0%
TOTAL CONSTRUCTION	858,710	929,031	785,105.41	57,274.41	143,673.28	84.5%

001220 SANITATION DIV.

400000 REGULAR WAGES	1,015,978	1,053,868	917,753.23	75,250.92	136,114.77	87.1%
430000 OVERTIME	42,000	42,000	44,628.75	1,230.60	-2,628.75	106.3%
460000 STATE RETIREMENT	184,090	190,690	167,647.51	13,307.75	23,042.49	87.9%
470000 F.I.C.A. TAXES	80,940	83,840	71,662.06	5,692.15	12,177.94	85.5%
480000 HOSPITALIZATION INS.	268,800	277,200	195,881.28	16,205.00	81,318.72	70.7%
490000 UNEMPLOYMENT BENEFITS	4,000	4,000	.00	.00	4,000.00	.0%
491000 WORKMAN'S COMPENSATION	82,850	82,850	61,933.00	.00	20,917.00	74.8%
501000 OTHER EXPENDABLE OFF.SPL	2,500	1,300	1,290.29	.00	9.71	99.3%
502000 MINOR OFFICE EQUIP/FURN.	2,500	100	.00	.00	100.00	.0%
510000 CLEANING/JANITORIAL SPL	1,700	1,700	899.56	.00	800.44	52.9%
511000 HOUSEHOLD SUPPLIES	1,400	1,000	798.96	.00	201.04	79.9%
513000 CHEMICALS	15,000	15,000	14,002.90	.00	997.10	93.4%

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525000 GAS AND OIL	10,000	13,500	12,930.29	1,478.95	569.71	95.8%
525700 DIESEL FUEL	145,000	161,000	167,550.99	25,894.96	-6,550.99	104.1%
535500 WEARING APPAREL	1,000	1,000	74.99	.00	925.01	7.5%
545000 HAND TOOLS	1,000	400	275.54	.00	124.46	68.9%
546000 MINOR EQUIPMENT	6,000	14,000	13,683.65	.00	316.35	97.7%
559000 OTHER OPERATING MATL/SPLY	30,000	27,800	27,790.33	.00	9.50	100.0%
559001 OTHER OPERATING SPLY-RECYCLIN	15,000	13,000	12,963.62	.00	36.37	99.7%
559100 OTHER OPER.MATLS-FULL R	9,100	6,100	5,828.13	.00	272.02	95.5%
560000 BUILDING MATERIALS & SPLY	1,000	800	625.07	.00	174.93	78.1%
560500 ELECTRICAL SUPPLIES	1,000	1,000	790.00	.00	210.00	79.0%
570000 MTR VEHICLE REP. PTS/SPL	120,000	134,200	130,219.47	1,492.17	3,980.51	97.0%
575000 COMMUNICATION REPAIR PTS	500	500	340.50	.00	159.50	68.1%
604900 OTHER PROFESSIONAL SERV.	16,000	39,000	30,095.98	.00	421.76	77.2%
611000 TRAVEL EXPENSE	3,000	1,000	748.00	.00	252.00	74.8%
612000 FREIGHT	3,700	5,700	5,141.84	.00	558.16	90.2%
615001 ADVERTISING-RECYCLING	4,000	4,000	3,556.21	.00	443.79	88.9%
630500 ELECTRICITY	0	7,500	7,554.44	652.73	-54.44	100.7%
638000 FIXED EQUIPMENT R&M	1,000	900	783.15	.00	116.85	87.0%
638200 MINOR EQUIPMENT R&M	3,200	3,200	2,979.07	.00	220.93	93.1%
638400 MOTOR VEHICLE EQ. R&M	165,000	234,000	220,582.53	.00	13,417.73	94.3%
639000 COMMUNICATION EQ. R&M	1,000	0	.00	.00	.00	.0%
639400 DISINFECT./EXTERMINATION	0	0	5.54	.00	-5.54	100.0%
639800 TOW IN CHARGES	5,000	6,000	5,675.00	.00	325.00	94.6%
639900 OTHER REPAIRS AND MAINT.	2,300	2,300	2,142.12	.00	157.88	93.1%
643000 UNIFORM RENT	14,000	14,000	13,880.69	499.58	119.31	99.1%
643500 MOP-MAT-RAG RENT	1,500	1,500	1,466.24	.00	33.76	97.7%
688000 TIPPING FEES	1,000,000	941,600	901,272.15	55,704.94	40,327.85	95.7%
688500 TIPPING/DISPOSAL OTHER	80,000	40,000	10,961.91	.00	29,038.09	27.4%
688600 HAZARDOUS WASTE GRANT EXPENSE	75,000	91,800	90,752.45	.00	1,047.55	98.9%
689000 RECYCLING FEES	150,000	188,300	182,287.66	.00	6,011.84	96.8%
699900 SERVICES NOT SPECIFIED	2,300	2,300	520.43	.00	1,779.57	22.6%
743000 HEAVY TRUCKS	0	109,000	108,877.00	.00	123.00	99.9%
746000 SANITATION TRUCKS	0	1,000	104.97	.00	895.03	10.5%
TOTAL SANITATION DIV.	3,568,358	3,819,948	3,438,957.50	197,409.75	372,507.95	90.0%
001221 STREET CLEANING						
525700 DIESEL FUEL	0	0	.00	-72.08	.00	.0%
TOTAL STREET CLEANING	0	0	.00	-72.08	.00	.0%
001250 HEALTH DIVISION						

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400000 REGULAR WAGES	874,742	874,742	718,339.07	47,190.87	156,402.93	82.1%
430000 OVERTIME	28,000	28,000	45,587.11	4,076.52	-17,587.11	162.8%
460000 STATE RETIREMENT	157,080	157,080	133,798.65	9,078.30	23,281.35	85.2%
470000 F.I.C.A. TAXES	69,060	69,060	57,262.05	3,876.38	11,797.95	82.9%
480000 HOSPITALIZATION INS.	240,000	240,000	171,650.65	13,200.00	68,349.35	71.5%
490000 UNEMPLOYMENT BENEFITS	6,000	6,000	5,538.50	906.76	461.50	92.3%
491000 WORKMAN'S COMPENSATION	24,020	24,020	17,530.00	.00	6,490.00	73.0%
513000 CHEMICALS	45,000	35,500	26,113.84	.00	9,386.16	73.6%
525000 GAS AND OIL	26,000	41,000	40,466.47	3,895.68	533.53	98.7%
525700 DIESEL FUEL	7,000	19,000	14,740.98	619.59	4,259.02	77.6%
535500 WEARING APPAREL	500	500	116.97	.00	383.00	23.4%
545000 HAND TOOLS	800	800	.00	.00	800.00	.0%
546000 MINOR EQUIPMENT	1,600	600	598.39	.00	1.61	99.7%
559000 OTHER OPERATING MATL/SPLY	1,800	800	558.71	.00	241.29	69.8%
570000 MTR VEHICLE REP. PTS/SPL	9,000	10,500	9,645.29	.00	854.71	91.9%
575500 AGRICLTRL REPAIR PTS/SPL	38,000	46,000	42,383.71	106.37	3,020.94	92.1%
612000 FREIGHT	200	200	162.69	.00	37.31	81.3%
638200 MINOR EQUIPMENT R&M	1,600	0	.00	.00	.00	.0%
638400 MOTOR VEHICLE EQ. R&M	2,300	0	.00	.00	.00	.0%
638700 AGRICULTURAL EQ. R&M	1,000	2,000	1,306.70	.00	693.30	65.3%
639000 COMMUNICATION EQ. R&M	700	0	.00	.00	.00	.0%
639800 TOW IN CHARGES	200	0	.00	.00	.00	.0%
643000 UNIFORM RENT	0	2,600	1,593.56	.00	1,006.44	61.3%
684500 REGISTRATION FEE/TUITION	1,000	500	275.00	.00	225.00	55.0%
TOTAL HEALTH DIVISION	1,535,602	1,558,902	1,287,668.34	82,950.47	270,638.28	82.6%

001260 ANIMAL CONTROL

400000 REGULAR WAGES	84,790	84,790	65,890.80	65,890.80	18,899.20	77.7%
430000 OVERTIME	2,500	2,500	515.95	515.95	1,984.05	20.6%
460000 STATE RETIREMENT	15,190	15,190	11,557.15	11,557.15	3,632.85	76.1%
470000 F.I.C.A. TAXES	6,680	6,680	5,071.89	5,071.89	1,608.11	75.9%
480000 HOSPITALIZATION INS.	25,200	25,200	17,068.84	17,068.84	8,131.16	67.7%
490000 UNEMPLOYMENT BENEFITS	2,000	2,000	.00	.00	2,000.00	.0%
491000 WORKMAN'S COMPENSATION	1,300	1,300	944.00	.00	356.00	72.6%
501000 OTHER EXPENDABLE OFF.SPL	500	500	.00	.00	500.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	150	150	.00	.00	150.00	.0%
525000 GAS AND OIL	6,000	7,300	7,330.73	1,121.02	-30.73	100.4%
535500 WEARING APPAREL	2,000	2,000	290.00	.00	1,490.51	14.5%
545000 HAND TOOLS	100	100	.00	.00	100.00	.0%
546000 MINOR EQUIPMENT	1,300	1,000	470.03	267.00	529.97	47.0%

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
570000 MTR VEHICLE REP. PTS/SPL	3,000	3,000	2,950.53	165.85	49.47	98.4%
603000 VETERINARIAN	1,000	1,000	36.75	.00	963.25	3.7%
606000 TELEPHONE AND TELEGRAPH	250	250	.00	.00	250.00	.0%
611000 TRAVEL EXPENSE	950	950	.00	.00	950.00	.0%
620000 PRINTING	200	200	.00	.00	200.00	.0%
638400 MOTOR VEHICLE EQ. R&M	1,400	1,400	.00	.00	1,400.00	.0%
639800 TOW IN CHARGES	100	100	.00	.00	100.00	.0%
684000 DUES AND MEMBERSHIPS	150	150	150.00	.00	.00	100.0%
684500 REGISTRATION FEE/TUITION	1,500	1,500	1,100.00	.00	400.00	73.3%
699900 SERVICES NOT SPECIFIED	180,000	180,000	165,000.00	.00	15,000.00	91.7%
TOTAL ANIMAL CONTROL	336,260	337,260	278,376.67	101,658.50	58,663.84	82.5%
001280 HUMAN/SOC.ASST						
604900 OTHER PROFESSIONAL SERV.	0	33,800	33,787.20	.00	12.80	100.0%
682007 DOMESTIC ABUSE FAMILY SHLTR	3,500	3,500	.00	.00	3,500.00	.0%
682022 RAILS TO TRAILS	116,000	116,000	115,000.00	.00	1,000.00	99.1%
682023 CTR FOR CHILD ABUSE PR	5,000	5,000	.00	.00	5,000.00	.0%
682037 H'BURG DOWNTOWN ASSN	50,000	0	.00	.00	.00	.0%
682038 USM CONTRIBUTIONS - VARIOUS	0	50,000	50,000.00	.00	.00	100.0%
682041 HBURG PUB SCH/PASSTHR	102,400	970	.00	.00	970.00	.0%
682047 R3SM	25,000	0	.00	.00	.00	.0%
682099 UNALLOCATED CONTRIBUTIONS	10,000	7,000	2,118.81	.00	4,881.19	30.3%
TOTAL HUMAN/SOC.ASST	311,900	216,270	200,906.01	.00	15,363.99	92.9%
001402 ECONOMIC DEV.						
604900 OTHER PROFESSIONAL SERV.	0	3,808,000	671,528.59	8,218.75	3,030,446.89	17.6%
682001 FCIPC/AREA DEV. PRTRNSHIP	235,000	235,000	235,000.00	.00	.00	100.0%
682037 H'BURG DOWNTOWN ASSN	70,000	70,000	70,000.00	.00	.00	100.0%
715007 PUBLIC SAFETY COMPLEX	0	140,350	84,994.38	.00	9,000.62	60.6%
7150CS CSI LAB EQUIPMENT	37,504	49,047	49,046.50	.00	.00	100.0%
7150EX UNCLASSIFIED EVACUATION	108,345	0	.00	.00	.00	.0%
7150LP LIGHTING PROTECTION SYSTEM	0	29,994	29,994.00	.00	.00	100.0%
7150MC MECHANICAL SYSTEM CONTROLS	25,000	38,635	20,236.36	.00	18,398.75	52.4%
7150MS MECHANICAL SHELVING & LOCKERS	0	29,022	29,021.98	.00	.00	100.0%
7150PL PARKING LOT CONSTRUCTION	798,530	798,530	798,530.00	.00	.00	100.0%
7150SE SERVICE ELEVATOR	0	15,340	15,340.00	.00	.00	100.0%

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7150SS SMOKE EVACUATION SYSTEM	29,000	34,443	33,942.38	5,250.00	500.62	98.5%
7150ST QUINN ST SPEED TABLES	187,800	144,148	144,147.91	.00	.00	100.0%
729543 RIVER DISTRICT	50,000	50,000	.00	.00	50,000.00	.0%
TOTAL ECONOMIC DEV.	1,541,179	5,442,508	2,181,782.10	13,468.75	3,108,346.88	40.1%
001460 CAPITAL LEASES						
822306 MDB-CHURCH PROJ	22,000	22,000	21,563.16	1,796.93	436.84	98.0%
833306 MDB-CHURCH PROJ	3,000	3,000	2,174.89	263.60	825.11	72.5%
840100 LEASE ISSUES	3,000	3,000	3,000.00	.00	.00	100.0%
851500 BUILDING LEASE	96,000	96,000	96,000.00	.00	.00	100.0%
851600 PUBLIC SAFETY COMPLEX	205,000	205,000	204,693.54	.00	306.46	99.9%
851900 ENERGY PERFORMANCE IMPR	430,122	430,122	430,122.08	.00	-.08	100.0%
861500 BUILDING LEASE	6,100	6,100	6,095.20	.00	4.80	99.9%
861600 PUBLIC SAFETY COMPLEX	192,000	192,000	191,824.87	.00	175.13	99.9%
861900 ENERGY PERFORMANCE IMPR	155,765	155,765	155,764.92	.00	.08	100.0%
TOTAL CAPITAL LEASES	1,112,987	1,112,987	1,111,238.66	2,060.53	1,748.34	99.8%
001500 TRANSFERS						
900002 T/T PARKS & RECREATION	1,455,000	1,745,000	1,745,000.00	.00	.00	100.0%
900039 T/T AIRPORT IMPROVEMENT	250,000	250,000	250,000.00	.00	.00	100.0%
900052 T/T 2019 TIF B&I-ELAM ARMS MT	66,526	66,407	66,407.00	.00	.00	100.0%
900073 T/T MASS TRANSIT OPER.	300,000	400,000	400,000.00	.00	.00	100.0%
900077 T/T COMMUNITY CENTERS	650,000	850,000	850,000.00	.00	.00	100.0%
900082 T/T COMMUNITY DEVELOPMENT	35,795	35,795	35,795.00	.00	.00	100.0%
TOTAL TRANSFERS	2,757,321	3,347,202	3,347,202.00	.00	.00	100.0%
001551 AIRPORT DIV.						
525000 GAS AND OIL	5,500	5,500	2,715.16	393.91	2,784.84	49.4%
525700 DIESEL FUEL	800	800	241.00	.00	559.00	30.1%
559000 OTHER OPERATING MATL/SPLY	2,400	2,400	.00	.00	2,400.00	.0%
560000 BUILDING MATERIALS & SPLY	2,250	2,250	.00	.00	2,250.00	.0%
560500 ELECTRICAL SUPPLIES	4,000	3,975	355.57	.00	2,678.68	8.9%

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561000 PLUMBING SUPPLIES	700	700	.00	.00	700.00	.0%
565000 PAINT AND PAINTING SPLY.	0	1,357	1,356.86	.00	.14	100.0%
575500 AGRICLTRL REPAIR PTS/SPL	2,000	668	.00	.00	668.00	.0%
604900 OTHER PROFESSIONAL SERV.	9,500	9,500	5,389.00	.00	4,111.00	56.7%
630000 GAS	2,500	2,500	381.91	30.29	2,118.09	15.3%
630500 ELECTRICITY	17,000	19,500	19,147.76	1,599.29	352.24	98.2%
635000 BUILDING R&M	5,500	5,500	.00	.00	5,500.00	.0%
638000 FIXED EQUIPMENT R&M	2,000	500	.00	.00	500.00	.0%
638700 AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	1,000.00	.0%
639400 DISINFECT./EXTERMINATION	800	800	570.00	.00	230.00	71.3%
639900 OTHER REPAIRS AND MAINT.	1,500	500	30.00	.00	470.00	6.0%
644900 OTHER RENT	750	750	.00	.00	750.00	.0%
TOTAL AIRPORT DIV.	58,200	58,200	30,187.26	2,023.49	27,071.99	51.9%
001553 CEMETERY DIV						
400000 REGULAR WAGES	519,988	519,988	422,809.65	31,338.73	97,178.35	81.3%
430000 OVERTIME	31,000	31,000	41,341.51	3,856.28	-10,341.51	133.4%
460000 STATE RETIREMENT	95,900	95,900	81,003.25	6,143.21	14,896.75	84.5%
470000 F.I.C.A. TAXES	42,200	42,200	34,506.27	2,611.53	7,693.73	81.8%
480000 HOSPITALIZATION INS.	134,400	134,400	84,300.00	7,200.00	50,100.00	62.7%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	18,400	18,400	13,430.00	.00	4,970.00	73.0%
500300 PAPER	100	100	3.00	.00	97.00	3.0%
500500 PRINTED FORMS	300	200	164.20	.00	35.80	82.1%
501000 OTHER EXPENDABLE OFF.SPL	1,300	1,712	1,707.85	.00	4.30	99.7%
502000 MINOR OFFICE EQUIP/FURN.	900	588	582.77	.00	5.05	99.1%
510000 CLEANING/JANITORIAL SPLY	2,000	2,000	1,383.23	.00	616.77	69.2%
513000 CHEMICALS	1,500	1,883	1,883.00	.00	.00	100.0%
525000 GAS AND OIL	16,000	17,000	17,303.80	2,349.83	-303.80	101.8%
525700 DIESEL FUEL	12,000	13,500	13,747.26	1,670.34	-247.26	101.8%
535500 WEARING APPAREL	2,000	2,000	1,473.72	.00	526.08	73.7%
540500 CONCRETE, CEMENT, ETC.	400	650	606.00	.00	44.00	93.2%
541500 SAND,CLAY,GRVL,FILL DIRT	4,000	3,627	3,005.00	.00	622.00	82.9%
544000 HORT./LANDSCAPING SPLY.	5,000	4,750	4,077.76	240.00	672.24	85.8%
545000 HAND TOOLS	800	800	410.43	.00	389.57	51.3%
546000 MINOR EQUIPMENT	4,300	3,990	3,917.94	.00	72.06	98.2%
559000 OTHER OPERATING MATL/SPLY	500	900	895.09	35.85	4.91	99.5%
560000 BUILDING MATERIALS & SPLY	800	1,200	991.00	.00	209.00	82.6%
560500 ELECTRICAL SUPPLIES	700	200	21.39	.00	178.61	10.7%
561000 PLUMBING SUPPLIES	500	500	27.36	.00	472.64	5.5%

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570000 MTR VEHICLE REP. PTS/SPL	16,000	12,100	7,086.26	5.38	5,014.10	58.6%
575000 COMMUNICATION REPAIR PTS	100	100	.00	.00	100.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	10,000	12,000	10,167.17	133.27	1,832.99	84.7%
577000 EXPENDABLE WELDING SPLY.	0	400	373.29	.00	26.71	93.3%
599000 OTHER REPAIR/MAINT. SPL.	200	200	25.00	25.00	175.00	12.5%
599500 DISASTER REPAIR SUPPLIES	1,250	250	.00	.00	250.00	.0%
604900 OTHER PROFESSIONAL SERV.	3,800	4,430	4,404.36	221.10	25.64	99.4%
606000 TELEPHONE AND TELEGRAPH	1,500	1,810	1,746.42	.00	63.58	96.5%
611000 TRAVEL EXPENSE	900	900	900.00	357.06	.00	100.0%
612000 FREIGHT	575	575	397.42	.00	177.58	69.1%
630000 GAS	1,000	1,000	913.32	22.57	86.68	91.3%
630500 ELECTRICITY	7,126	7,126	8,142.41	877.85	-1,016.41	114.3%
635000 BUILDING R&M	1,400	1,310	.00	.00	1,310.00	.0%
636000 STREETS & STRUCTURES R&M	2,000	2,000	.00	.00	2,000.00	.0%
636500 OFFICE EQUIPMENT R&M	1,200	600	.00	.00	600.00	.0%
638000 FIXED EQUIPMENT R&M	4,600	200	.00	.00	200.00	.0%
638400 MOTOR VEHICLE EQ. R&M	19,000	19,000	13,663.05	.00	5,336.95	71.9%
638600 CONSTRUCTION EQUIP R&M	9,500	13,000	11,941.41	.00	1,058.59	91.9%
638700 AGRICULTURAL EQ. R&M	700	700	388.56	.00	311.44	55.5%
639400 DISINFECT./EXTERMINATION	1,000	1,000	660.00	.00	340.00	66.0%
639800 TOW IN CHARGES	750	550	125.00	.00	425.00	22.7%
639900 OTHER REPAIRS AND MAINT.	1,500	1,000	457.16	.00	543.09	45.7%
642000 MACHINERY RENT	0	900	808.64	.00	91.36	89.8%
643000 UNIFORM RENT	3,500	3,750	3,687.46	.00	62.54	98.3%
643500 MOP-MAT-RAG RENT	1,350	1,350	1,238.56	.00	111.44	91.7%
681800 THEFT LOSS	10	10	.00	.00	10.00	.0%
684000 DUES AND MEMBERSHIPS	240	240	165.00	.00	75.00	68.8%
684500 REGISTRATION FEE/TUITION	350	550	550.00	.00	.00	100.0%
699900 SERVICES NOT SPECIFIED	0	10,000	.00	.00	10,000.00	.0%
700000 LAND	5,000	5,000	2,800.00	.00	2,200.00	56.0%
704500 SITE IMPROVEMENT	5,000	5,000	699.75	.00	4,300.25	14.0%
721200 FENCES/RAILINGS	10,000	10,000	5,564.00	.00	4,436.00	55.6%
723000 STREETS & ROADWAYS	15,000	15,000	9,100.00	.00	5,900.00	60.7%
725000 LANDSCAPING	4,000	4,000	2,100.00	.00	1,900.00	52.5%
733500 AGRICULTURAL EQUIPMENT	18,200	20,700	18,841.57	.00	1,858.43	91.0%
735500 COMMUNICATION EQUIPMENT	4,000	1,500	.00	.00	1,500.00	.0%
TOTAL CEMETERY DIV	1,046,739	1,056,740	836,537.29	57,088.00	220,202.25	79.2%
001560 PARKING OPER.						
400000 REGULAR WAGES	44,210	44,210	33,361.28	2,255.13	10,848.72	75.5%

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430000 OVERTIME	1,000	1,000	.00	.00	1,000.00	.0%
460000 STATE RETIREMENT	7,870	7,870	634.87	.00	7,235.13	8.1%
470000 F.I.C.A. TAXES	3,460	3,460	2,552.15	172.51	907.85	73.8%
490000 UNEMPLOYMENT BENEFITS	2,500	2,500	.00	.00	2,500.00	.0%
491000 WORKMAN'S COMPENSATION	3,000	3,000	2,783.00	.00	217.00	92.8%
501000 OTHER EXPENDABLE OFF.SPL	400	400	.00	.00	400.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	400	400	352.45	.00	47.55	88.1%
525000 GAS AND OIL	250	350	283.80	42.00	66.20	81.1%
565000 PAINT AND PAINTING SPLY.	1,000	900	32.10	.00	867.90	3.6%
630500 ELECTRICITY	15,000	15,000	13,678.11	1,129.92	1,321.89	91.2%
635700 PLUMBING EQUIPMENT R&M	100	100	.00	.00	100.00	.0%
636500 OFFICE EQUIPMENT R&M	500	500	.00	.00	500.00	.0%
638000 FIXED EQUIPMENT R&M	7,000	7,000	4,835.00	.00	2,165.00	69.1%
638400 MOTOR VEHICLE EQ. R&M	500	500	.00	.00	500.00	.0%
639600 SIGN PAINTING	150	150	.00	.00	150.00	.0%
639900 OTHER REPAIRS AND MAINT.	6,000	0	.00	.00	.00	.0%
640200 PARKING GARAGE/LOT RENT	25,000	25,000	24,923.24	75.00	76.76	99.7%
644900 OTHER RENT	100	100	.00	.00	100.00	.0%
TOTAL PARKING OPER.	118,440	112,440	83,436.00	3,674.56	29,004.00	74.2%
002300 PKS/REC-RECREATION MAINT. DIV.						
400000 REGULAR WAGES	954,872	958,352	829,968.10	65,943.29	128,383.90	86.6%
430000 OVERTIME	40,000	40,000	66,424.47	5,622.50	-26,424.47	166.1%
460000 STATE RETIREMENT	173,110	173,720	155,949.28	12,452.41	17,770.72	89.8%
470000 F.I.C.A. TAXES	76,110	76,410	66,593.86	5,310.98	9,816.14	87.2%
480000 HOSPITALIZATION INS.	268,800	268,800	199,817.50	15,005.00	68,982.50	74.3%
490000 UNEMPLOYMENT BENEFITS	6,000	6,000	-805.71	.00	6,805.71	-13.4%
491000 WORKMAN'S COMPENSATION	33,000	33,000	21,785.00	.00	11,215.00	66.0%
501000 OTHER EXPENDABLE OFF.SPL	2,300	3,300	2,739.10	91.25	20.90	83.0%
502000 MINOR OFFICE EQUIP/FURN.	3,000	1,000	950.00	.00	50.00	95.0%
510000 CLEANING/JANITORIAL SPLY	16,000	18,000	17,383.66	1,294.41	263.97	96.6%
511100 SUPPLIES - COVID 19	5,000	4,500	3,806.06	.00	693.94	84.6%
513000 CHEMICALS	18,000	28,000	25,737.52	144.00	924.96	91.9%
525000 GAS AND OIL	56,000	100,000	98,151.62	11,107.39	1,848.38	98.2%
525500 LUBRICANTS	6,000	6,300	5,992.73	80.85	307.23	95.1%
525700 DIESEL FUEL	1,000	3,000	2,945.05	534.89	54.95	98.2%
535500 WEARING APPAREL	3,000	3,200	3,079.12	.00	120.88	96.2%
540500 CONCRETE, CEMENT, ETC.	1,000	500	398.00	.00	102.00	79.6%
541500 SAND,CLAY,GRVL,FILL DIRT	13,000	6,000	5,525.00	.00	314.26	92.1%
544000 HORT./LANDSCAPING SPLY.	47,000	41,200	41,059.88	1,304.00	140.08	99.7%

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545000 HAND TOOLS	3,500	0	.00	.00	.00	.0%
546000 MINOR EQUIPMENT	5,300	4,800	4,779.75	.00	20.25	99.6%
551000 RECREATIONAL SUPPLIES	30,000	39,000	38,951.98	237.63	48.27	99.9%
559000 OTHER OPERATING MATL/SPLY	6,000	11,326	11,195.97	.00	49.39	98.9%
560000 BUILDING MATERIALS & SPLY	16,000	13,000	12,780.53	.00	219.47	98.3%
560500 ELECTRICAL SUPPLIES	21,000	21,500	21,335.82	279.88	164.18	99.2%
561000 PLUMBING SUPPLIES	7,000	5,000	4,570.50	.00	429.20	91.4%
562000 STRUCTURAL STEEL & IRON	500	0	.00	.00	.00	.0%
565000 PAINT AND PAINTING SPLY.	20,000	25,200	25,144.02	1,877.00	55.48	99.8%
570000 MTR VEHICLE REP. PTS/SPL	21,000	29,700	29,335.98	987.00	364.47	98.8%
575000 COMMUNICATION REPAIR PTS	1,700	1,700	1,669.45	.00	30.55	98.2%
575500 AGRICLTRL REPAIR PTS/SPL	38,000	32,900	30,982.11	1,015.02	444.58	94.2%
599000 OTHER REPAIR/MAINT. SPL.	1,500	100	23.66	.00	76.34	23.7%
602000 CONSULTANT SERV/SURVEYS	21,904	11,904	9,977.48	.00	1,926.49	83.8%
604900 OTHER PROFESSIONAL SERV.	26,947	26,947	24,875.00	840.00	2,072.00	92.3%
606000 TELEPHONE AND TELEGRAPH	5,000	5,000	4,047.23	508.73	952.77	80.9%
607000 POSTAGE	100	100	.00	.00	100.00	.0%
611000 TRAVEL EXPENSE	450	450	396.00	.00	54.00	88.0%
612000 FREIGHT	7,778	7,778	6,917.54	485.00	860.46	88.9%
615000 ADVERTISING	750	750	.00	.00	750.00	.0%
630500 ELECTRICITY	13,800	13,800	11,993.24	930.52	1,806.76	86.9%
635000 BUILDING R&M	5,000	0	.00	.00	.00	.0%
635500 ELECTRICAL R&M	25,000	45,000	43,309.81	3,661.60	1,690.19	96.2%
635700 PLUMBING EQUIPMENT R&M	12,000	13,000	11,768.22	.00	1,231.78	90.5%
636000 STREETS & STRUCTURES R&M	20,000	45,000	43,950.00	.00	1,050.00	97.7%
638000 FIXED EQUIPMENT R&M	21,000	16,000	15,772.42	2,530.00	227.58	98.6%
638400 MOTOR VEHICLE EQ. R&M	9,000	16,000	15,222.05	1,286.50	132.10	95.1%
638700 AGRICULTURAL EQ. R&M	18,500	30,500	26,210.23	1,946.07	1,479.80	85.9%
639000 COMMUNICATION EQ. R&M	1,500	1,500	578.00	145.00	922.00	38.5%
639400 DISINFECT./EXTERMINATION	1,800	1,800	924.04	366.00	875.96	51.3%
639600 SIGN PAINTING	9,500	1,500	1,442.00	.00	58.00	96.1%
639800 TOW IN CHARGES	1,250	1,250	1,180.00	250.00	70.00	94.4%
639900 OTHER REPAIRS AND MAINT.	1,500	1,500	810.00	.00	690.00	54.0%
642000 MACHINERY RENT	7,850	850	.00	.00	850.00	.0%
643000 UNIFORM RENT	8,000	11,000	10,299.76	701.68	700.24	93.6%
644900 OTHER RENT	28,000	43,350	37,624.89	1,677.04	1,832.56	86.8%
684000 DUES AND MEMBERSHIPS	650	0	.00	.00	.00	.0%
684500 REGISTRATION FEE/TUITION	1,800	1,800	1,651.99	1,121.99	148.01	91.8%
687000 CUSTODIAL SERVICE	3,000	4,560	4,180.00	.00	380.00	91.7%
699900 SERVICES NOT SPECIFIED	225,000	161,140	156,328.77	11,105.75	1,511.23	97.0%
729549 TATUM PARK/DIXIE YOUTH	75,000	1,200	.00	.00	1,200.00	.0%
733500 AGRICULTURAL EQUIPMENT	10,000	71,000	70,721.14	.00	278.84	99.6%
735500 COMMUNICATION EQUIPMENT	0	2,800	2,800.00	.00	.00	100.0%
739900 OTHER EQUIPMENT	0	5,000	5,000.00	.00	.00	100.0%

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TOTAL PKS/REC-RECREATION MAINT. D	2,456,771	2,497,987	2,236,249.82	150,843.38	247,144.00	89.5%
002315 PKS/REC-REC.ADMIN/COM.REL.						
400000 REGULAR WAGES	389,433	389,433	277,157.28	22,868.37	112,275.72	71.2%
430000 OVERTIME	6,000	6,000	3,971.00	86.25	2,029.00	66.2%
460000 STATE RETIREMENT	38,810	38,810	40,264.49	3,212.54	-1,454.49	103.7%
470000 F.I.C.A. TAXES	30,260	30,260	21,263.04	1,704.96	8,996.96	70.3%
480000 HOSPITALIZATION INS.	50,400	50,400	33,892.50	3,000.00	16,507.50	67.2%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.31	.00	999.69	.0%
491000 WORKMAN'S COMPENSATION	16,000	16,000	10,475.00	.00	5,525.00	65.5%
500300 PAPER	500	500	337.42	171.60	162.58	67.5%
500500 PRINTED FORMS	350	150	.00	.00	150.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,250	2,750	2,411.20	42.79	339.23	87.7%
508000 COMPUTER SUPPLIES	1,500	500	.00	.00	500.00	.0%
511500 FOOD	500	600	551.28	256.32	48.72	91.9%
512000 MEDICAL SUPPLIES	200	200	.00	.00	200.00	.0%
513000 CHEMICALS	12,500	12,600	12,575.00	.00	25.00	99.8%
515500 SERVE-SAFE SUPPLIES	200	100	.00	.00	100.00	.0%
525000 GAS AND OIL	3,000	2,500	1,221.68	210.06	1,278.32	48.9%
535500 WEARING APPAREL	900	900	789.34	.00	110.66	87.7%
546000 MINOR EQUIPMENT	700	700	320.88	.00	379.12	45.8%
551000 RECREATIONAL SUPPLIES	50,000	66,000	59,242.46	5,342.40	416.86	89.8%
551001 RECREATIONAL SUPP-ARTS CENTER	5,000	5,500	5,427.93	754.97	72.07	98.7%
560000 BUILDING MATERIALS & SPLY	300	500	456.00	456.00	44.00	91.2%
560001 BLDG MATERIALS & SPLY GRANTS	6,660	6,660	1,433.93	315.00	5,226.55	21.5%
560500 ELECTRICAL SUPPLIES	0	1,900	1,149.02	.00	750.98	60.5%
565000 PAINT AND PAINTING SPLY.	400	400	.00	.00	400.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	3,000	2,500	2,003.28	478.06	496.48	80.1%
603200 CONTRACTUAL SERVICES	1,000	100	.00	.00	100.00	.0%
603400 OFFICIALS	54,519	33,519	29,615.00	150.00	3,904.00	88.4%
604900 OTHER PROFESSIONAL SERV.	166,748	186,748	186,216.36	4,429.00	531.64	99.7%
604919 OTH PROF SERV-ART CENTER	10,000	10,000	8,016.68	.00	1,983.32	80.2%
604920 OTH PROF SERV-HHS THEATER ASP	10,000	10,000	10,000.00	.00	.00	100.0%
606000 TELEPHONE AND TELEGRAPH	2,000	2,000	1,524.39	.00	475.61	76.2%
611000 TRAVEL EXPENSE	2,000	5,350	5,059.32	.00	290.68	94.6%
611500 CONTRACT TRAVEL	600	100	.00	.00	100.00	.0%
612000 FREIGHT	500	1,500	1,103.87	.00	396.13	73.6%
613000 MESSENGER/EXPRESS SERV.	500	200	.00	.00	200.00	.0%
615200 ADVERTISING-SPEC. EVENTS	1,000	1,000	376.46	.00	623.54	37.6%
615400 ADVERTISING-SENIOR FARE	1,500	1,500	.00	.00	1,500.00	.0%
630000 GAS	4,000	4,000	3,453.29	47.72	546.71	86.3%

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630500 ELECTRICITY	175,000	223,000	216,799.73	18,962.01	6,200.27	97.2%
635000 BUILDING R&M	1,000	1,000	.00	.00	1,000.00	.0%
636500 OFFICE EQUIPMENT R&M	1,200	1,200	.00	.00	1,200.00	.0%
638400 MOTOR VEHICLE EQ. R&M	0	500	91.72	.00	408.28	18.3%
638800 RECREATIONAL EQ. R&M	2,000	0	.00	.00	.00	.0%
639400 DISINFECT./EXTERMINATION	2,000	2,300	2,357.01	70.00	-57.01	102.5%
639600 SIGN PAINTING	400	400	295.00	.00	105.00	73.8%
644900 OTHER RENT	500	50	.00	.00	50.00	.0%
683000 PROP.TAX COLL. FEES .05	7,000	7,000	4,205.29	360.46	2,794.71	60.1%
683100 PROP.TAX COLL. FEES.005	8,000	8,000	5,847.93	197.93	2,152.07	73.1%
683200 BANK SERV/TRF FEE	325	325	.00	.00	325.00	.0%
684000 DUES AND MEMBERSHIPS	2,000	1,550	425.00	.00	675.00	27.4%
684500 REGISTRATION FEE/TUITION	1,500	1,250	1,205.00	.00	45.00	96.4%
TOTAL PKS/REC-REC.ADMIN/COM.REL.	1,074,155	1,139,456	951,535.09	63,116.44	181,129.90	83.5%
002341 PKS/REC-KAMPER PARK ZOO DIV.						
630500 ELECTRICITY	0	0	.00	-250.91	.00	.0%
TOTAL PKS/REC-KAMPER PARK ZOO DIV	0	0	.00	-250.91	.00	.0%
004369 LIBRARY FUND EXPENDITURES						
683000 PROP.TAX COLL. FEES .05	0	0	4,104.65	351.83	-4,104.65	100.0%
683100 PROP.TAX COLL. FEES.005	0	0	5,707.97	193.19	-5,707.97	100.0%
TOTAL LIBRARY FUND EXPENDITURES	0	0	9,812.62	545.02	-9,812.62	100.0%
005160 H.M.F.P.FUND-FIRE DIVISION						
535500 WEARING APPAREL	55,000	55,000	47,013.84	2,230.00	5,286.16	85.5%
546000 MINOR EQUIPMENT	0	50,000	.00	.00	50,000.00	.0%
546200 MINOR FIRE FIGHTING EQUIP.	5,000	5,000	.00	.00	5,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	6,000	6,000	1,602.99	138.27	4,397.01	26.7%
575000 COMMUNICATION REPAIR PTS	3,500	3,500	.00	.00	3,500.00	.0%
638400 MOTOR VEHICLE EQ. R&M	50,000	50,000	1,604.43	.00	48,395.57	3.2%
684500 REGISTRATION FEE/TUITION	5,000	5,000	.00	.00	5,000.00	.0%

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710020 FIRE STATIONS	10,000	10,000	.00	.00	10,000.00	.0%
731500 FIRE FIGHTING	50,000	50,000	.00	.00	908.32	.0%
735500 COMMUNICATION EQUIPMENT	15,000	15,000	10,190.00	.00	4,810.00	67.9%
TOTAL H.M.F.P.FUND-FIRE DIVISION	199,500	249,500	60,411.26	2,368.27	137,297.06	24.2%
005460 H.M.F.P.FUND-CAPITAL LEASES						
852800 FIRE TRUCKS LEASE-'18	64,120	64,120	69,381.48	5,412.79	-5,261.48	108.2%
862800 FIRE TRUCKS LEASE-'18	5,919	5,919	6,493.93	423.78	-574.93	109.7%
TOTAL H.M.F.P.FUND-CAPITAL LEASES	70,039	70,039	75,875.41	5,836.57	-5,836.41	108.3%
008201 SPEC.ST.IMPR-STREET DIV.						
636000 STREETS & STRUCTURES R&M	249,000	247,000	.00	.00	247,000.00	.0%
TOTAL SPEC.ST.IMPR-STREET DIV.	249,000	247,000	.00	.00	247,000.00	.0%
009660 W&S O&M-CUSTOMER ACCT. DIV.						
400000 REGULAR WAGES	541,000	541,000	479,125.54	36,130.04	61,874.46	88.6%
430000 OVERTIME	6,000	6,000	5,867.15	299.50	132.85	97.8%
460000 STATE RETIREMENT	95,180	95,180	84,509.31	6,348.39	10,670.69	88.8%
470000 F.I.C.A. TAXES	41,850	41,850	36,128.27	2,711.75	5,721.73	86.3%
480000 HOSPITALIZATION INS.	126,000	126,000	96,353.79	7,800.00	29,646.21	76.5%
490000 UNEMPLOYMENT BENEFITS	1,200	1,200	.00	.00	1,200.00	.0%
491000 WORKMAN'S COMPENSATION	4,120	4,120	3,007.00	.00	1,113.00	73.0%
500300 PAPER	3,000	3,000	2,404.76	.00	595.24	80.2%
501000 OTHER EXPENDABLE OFF.SPL	6,000	6,000	5,625.18	.00	375.18	93.7%
502000 MINOR OFFICE EQUIP/FURN.	35,000	35,000	16,418.64	.00	18,581.24	46.9%
510000 CLEANING/JANITORIAL SPL	1,500	1,500	606.44	.00	893.56	40.4%
525000 GAS AND OIL	18,000	18,000	14,641.26	2,006.34	3,358.74	81.3%
545000 HAND TOOLS	3,000	3,000	2,457.10	.00	542.45	81.9%
546000 MINOR EQUIPMENT	4,000	4,000	3,952.74	577.66	47.26	98.8%
546700 METER LOCKS	5,000	5,000	4,669.00	953.00	331.00	93.4%
559000 OTHER OPERATING MATL/SPLY	1,500	1,500	1,465.19	.00	35.06	97.7%
560500 ELECTRICAL SUPPLIES	800	800	.00	.00	800.00	.0%

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570000 MTR VEHICLE REP. PTS/SPL	5,000	5,000	4,997.25	.00	2.75	99.9%
599000 OTHER REPAIR/MAINT. SPL.	500	500	.00	.00	500.00	.0%
601000 AUDITING AND ACCOUNTING	25,000	5,000	3,000.00	.00	2,000.00	60.0%
604900 OTHER PROFESSIONAL SERV.	295,000	245,000	237,695.77	16,985.73	7,031.23	97.0%
606000 TELEPHONE AND TELEGRAPH	12,000	12,000	7,146.84	591.72	4,853.16	59.6%
607000 POSTAGE	94,000	94,000	75,470.93	6,741.25	18,529.07	80.3%
612000 FREIGHT	500	500	463.32	53.28	36.68	92.7%
620000 PRINTING	30,000	30,000	29,962.85	.00	37.15	99.9%
630000 GAS	1,200	1,200	1,032.49	20.00	167.51	86.0%
630500 ELECTRICITY	6,000	6,000	7,438.80	702.82	-1,438.80	124.0%
635000 BUILDING R&M	2,000	2,000	962.95	750.00	1,037.05	48.1%
636500 OFFICE EQUIPMENT R&M	2,500	2,350	.00	.00	2,350.00	.0%
638000 FIXED EQUIPMENT R&M	800	800	.00	.00	800.00	.0%
638400 MOTOR VEHICLE EQ. R&M	11,000	11,150	11,085.58	.00	64.42	99.4%
639000 COMMUNICATION EQ. R&M	1,000	300	.00	.00	300.00	.0%
639400 DISINFECT./EXTERMINATION	900	900	346.62	.00	553.38	38.5%
639900 OTHER REPAIRS AND MAINT.	300	300	.00	.00	300.00	.0%
643000 UNIFORM RENT	3,000	3,700	3,691.16	.00	8.84	99.8%
684500 REGISTRATION FEE/TUITION	1,100	1,100	.00	.00	1,100.00	.0%
687000 CUSTODIAL SERVICE	6,600	7,850	6,600.00	.00	1,250.00	84.1%
699900 SERVICES NOT SPECIFIED	5,000	3,750	3,503.11	.00	246.89	93.4%
742000 PICK UP TRUCKS	25,000	41,500	41,304.00	.00	196.35	99.5%
TOTAL W&S O&M-CUSTOMER ACCT. DIV.	1,421,550	1,368,050	1,191,933.04	82,671.48	175,844.35	87.1%

009672 W&S O&M-WATER TRANSMISSION DIV

400000 REGULAR WAGES	656,000	656,000	629,705.16	47,977.73	26,294.84	96.0%
430000 OVERTIME	45,000	45,000	34,478.49	5,950.31	10,521.51	76.6%
460000 STATE RETIREMENT	121,980	121,980	116,165.87	9,431.70	5,814.13	95.2%
470000 F.I.C.A. TAXES	53,630	53,630	50,738.62	4,104.87	2,891.38	94.6%
480000 HOSPITALIZATION INS.	142,800	142,800	111,594.48	9,000.00	31,205.52	78.1%
490000 UNEMPLOYMENT BENEFITS	4,000	4,000	.00	.00	4,000.00	.0%
491000 WORKMAN'S COMPENSATION	16,170	16,170	11,800.00	.00	4,370.00	73.0%
525000 GAS AND OIL	45,000	74,100	65,179.81	8,107.93	8,920.19	88.0%
525700 DIESEL FUEL	4,000	2,000	1,294.77	180.00	705.23	64.7%
535500 WEARING APPAREL	5,000	2,000	1,833.26	842.56	166.74	91.7%
540000 ASPHALT & ASPHALT PROD.	20,000	10,000	7,742.56	.00	146.50	77.4%
540500 CONCRETE, CEMENT, ETC.	2,000	2,000	1,867.50	.00	132.50	93.4%
541000 BRICK,STONE,MORTAR,ETC.	1,000	0	.00	.00	.00	.0%
541500 SAND,CLAY,GRVL,FILL DIRT	10,000	6,600	3,748.83	3,495.66	75.30	56.8%
545000 HAND TOOLS	7,000	3,200	3,153.72	.00	46.28	98.6%

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546000 MINOR EQUIPMENT	3,000	2,600	2,540.66	.00	59.34	97.7%
548500 METER PARTS	2,000	0	.00	.00	.00	.0%
559000 OTHER OPERATING MATL/SPLY	2,000	0	.00	.00	.00	.0%
561000 PLUMBING SUPPLIES	180,000	680,000	661,958.58	11,337.29	557.56	97.3%
565000 PAINT AND PAINTING SPLY.	1,500	1,500	.00	.00	1,500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	30,000	30,000	28,827.08	2,065.66	595.92	96.1%
599000 OTHER REPAIR/MAINT. SPL.	8,000	8,000	5,288.72	.00	2,710.88	66.1%
604900 OTHER PROFESSIONAL SERV.	50,000	50,000	46,319.20	7,842.90	2,330.80	92.6%
636000 STREETS & STRUCTURES R&M	1,800,000	2,291,500	2,290,704.48	25,040.00	795.52	100.0%
638400 MOTOR VEHICLE EQ. R&M	15,000	15,000	13,731.77	84.00	1,268.23	91.5%
638600 CONSTRUCTION EQUIP R&M	10,000	10,000	9,975.27	.00	24.73	99.8%
639800 TOW IN CHARGES	1,000	1,000	570.00	.00	430.00	57.0%
639900 OTHER REPAIRS AND MAINT.	1,800	1,800	.00	.00	1,800.00	.0%
642000 MACHINERY RENT	1,500	1,500	.00	.00	1,500.00	.0%
643000 UNIFORM RENT	5,000	5,000	4,783.76	.00	216.24	95.7%
644900 OTHER RENT	3,000	3,000	.00	.00	3,000.00	.0%
742000 PICK UP TRUCKS	160,000	82,312	58,289.00	.00	24,023.00	70.8%
TOTAL W&S O&M-WATER TRANSMISSION	3,407,380	4,322,692	4,162,291.59	135,460.61	136,102.34	96.3%

009673 W&S O&M-WATER PLANT DIVISION

400000 REGULAR WAGES	366,600	366,600	316,702.23	24,764.13	49,897.77	86.4%
430000 OVERTIME	35,000	35,000	47,345.64	3,869.66	-12,345.64	135.3%
460000 STATE RETIREMENT	69,900	69,900	63,344.41	4,982.30	6,555.59	90.6%
470000 F.I.C.A. TAXES	30,730	30,730	27,361.84	2,152.06	3,368.16	89.0%
480000 HOSPITALIZATION INS.	92,400	92,400	66,000.00	5,400.00	26,400.00	71.4%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	-454.59	.00	1,454.59	-45.5%
491000 WORKMAN'S COMPENSATION	8,490	8,490	6,191.00	.00	2,299.00	72.9%
500300 PAPER	300	300	.00	.00	300.00	.0%
500500 PRINTED FORMS	2,500	500	179.40	.00	320.60	35.9%
501000 OTHER EXPENDABLE OFF.SPL	3,000	3,000	2,005.43	.00	994.56	66.8%
502000 MINOR OFFICE EQUIP/FURN.	100	100	.00	.00	100.00	.0%
508000 COMPUTER SUPPLIES	500	500	.00	.00	500.00	.0%
510000 CLEANING/JANITORIAL SPLY	2,500	0	.00	.00	.00	.0%
512000 MEDICAL SUPPLIES	2,000	0	.00	.00	.00	.0%
513000 CHEMICALS	50,000	50,000	49,909.74	.00	90.34	99.8%
525000 GAS AND OIL	7,000	10,000	9,285.61	1,410.70	714.39	92.9%
525700 DIESEL FUEL	7,000	7,000	2,918.12	.00	4,081.88	41.7%
526000 OTHER FUEL	500	500	120.00	.00	380.00	24.0%
535500 WEARING APPAREL	100	100	.00	.00	100.00	.0%
545000 HAND TOOLS	500	500	23.99	.00	476.01	4.8%

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546000 MINOR EQUIPMENT	2,000	2,000	1,902.73	.00	97.27	95.1%
549500 PUMPING EQUIPMENT PARTS	15,000	15,000	12,987.00	1,643.00	2,013.00	86.6%
559000 OTHER OPERATING MATL/SPLY	5,000	5,000	2,611.84	.00	1,999.26	52.2%
560000 BUILDING MATERIALS & SPLY	5,000	3,500	.00	.00	670.00	.0%
560500 ELECTRICAL SUPPLIES	7,000	5,500	4,597.00	.00	903.00	83.6%
561000 PLUMBING SUPPLIES	2,000	2,000	854.00	854.00	1,146.00	42.7%
565000 PAINT AND PAINTING SPLY.	2,000	2,000	1,219.26	.00	780.74	61.0%
570000 MTR VEHICLE REP. PTS/SPL	10,000	10,000	9,608.64	1,202.42	391.63	96.1%
570500 GENERATOR REP. PTS/SPL	7,000	0	.00	.00	.00	.0%
575000 COMMUNICATION REPAIR PTS	3,000	0	.00	.00	.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	8,000	8,000	5,964.02	3,085.82	222.73	74.6%
604900 OTHER PROFESSIONAL SERV.	485,000	485,000	480,748.66	4,769.02	2,489.88	99.1%
606000 TELEPHONE AND TELEGRAPH	3,000	0	.00	.00	.00	.0%
607000 POSTAGE	2,500	0	.00	.00	.00	.0%
611000 TRAVEL EXPENSE	2,000	2,000	753.64	.00	1,246.36	37.7%
612000 FREIGHT	1,000	1,000	934.06	.00	46.02	93.4%
630000 GAS	4,000	4,000	727.25	27.72	3,272.75	18.2%
630500 ELECTRICITY	710,000	810,000	829,326.74	72,435.05	-19,326.74	102.4%
635000 BUILDING R&M	80,000	55,000	43,246.40	.00	6,757.60	78.6%
635500 ELECTRICAL R&M	35,000	0	.00	.00	.00	.0%
635700 PLUMBING EQUIPMENT R&M	1,000	1,000	300.00	.00	700.00	30.0%
638200 MINOR EQUIPMENT R&M	4,000	4,000	2,777.35	.00	1,222.65	69.4%
638300 GENERATOR R&M	75,000	75,000	44,879.16	16,222.00	24,885.84	59.8%
638400 MOTOR VEHICLE EQ. R&M	5,000	5,000	3,043.61	108.00	1,956.84	60.9%
638700 AGRICULTURAL EQ. R&M	1,000	9,240	8,239.38	.00	1,001.00	89.2%
639000 COMMUNICATION EQ. R&M	1,000	1,000	.00	.00	1,000.00	.0%
639400 DISINFECT./EXTERMINATION	1,000	1,000	842.00	.00	158.00	84.2%
639900 OTHER REPAIRS AND MAINT.	11,000	11,000	4,960.00	.00	6,040.00	45.1%
643000 UNIFORM RENT	3,000	3,000	2,829.19	.00	170.81	94.3%
643500 MOP-MAT-RAG RENT	1,000	1,000	994.13	.00	5.87	99.4%
644900 OTHER RENT	6,000	0	.00	.00	.00	.0%
684000 DUES AND MEMBERSHIPS	1,000	1,000	.00	.00	1,000.00	.0%
684500 REGISTRATION FEE/TUITION	2,000	2,000	275.00	.00	1,725.00	13.8%
687000 CUSTODIAL SERVICE	5,500	5,500	4,180.00	.00	1,320.00	76.0%
699900 SERVICES NOT SPECIFIED	2,000	2,000	120.00	.00	1,880.00	6.0%
739900 OTHER EQUIPMENT	150,000	140,000	110,502.66	.00	251.34	78.9%
742000 PICK UP TRUCKS	0	23,500	.00	.00	23,500.35	.0%
TOTAL W&S O&M-WATER PLANT DIVISIO	2,338,120	2,371,862	2,170,356.54	142,925.88	155,214.45	91.5%

009676 W&S O&M-SEWER DIVISION

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400000 REGULAR WAGES	259,880	259,880	224,305.71	17,430.40	35,574.29	86.3%
430000 OVERTIME	30,000	30,000	25,601.32	2,550.24	4,398.68	85.3%
460000 STATE RETIREMENT	50,440	50,440	43,483.84	3,476.63	6,956.16	86.2%
470000 F.I.C.A. TAXES	22,180	22,180	18,935.61	1,506.49	3,244.39	85.4%
480000 HOSPITALIZATION INS.	67,200	67,200	50,687.50	4,200.00	16,512.50	75.4%
490000 UNEMPLOYMENT BENEFITS	2,000	2,000	.00	.00	2,000.00	.0%
491000 WORKMAN'S COMPENSATION	15,900	15,900	11,608.00	.00	4,292.00	73.0%
513000 CHEMICALS	165,000	165,000	164,163.49	.00	836.51	99.5%
525000 GAS AND OIL	10,000	10,000	8,093.90	203.46	1,906.10	80.9%
525700 DIESEL FUEL	15,000	11,000	5,541.60	538.75	5,458.40	50.4%
535500 WEARING APPAREL	3,000	3,000	453.00	.00	2,547.00	15.1%
540000 ASPHALT & ASPHALT PROD.	20,000	20,000	.00	.00	20,000.00	.0%
540500 CONCRETE, CEMENT, ETC.	1,000	1,000	.00	.00	1,000.00	.0%
541500 SAND,CLAY,GRVL,FILL DIRT	20,000	0	.00	.00	.00	.0%
544000 HORT./LANDSCAPING SPLY.	500	500	130.00	.00	370.00	26.0%
545000 HAND TOOLS	6,500	6,500	5,825.29	1,268.00	674.71	89.6%
546000 MINOR EQUIPMENT	5,000	5,000	4,468.64	.00	531.34	89.4%
549500 PUMPING EQUIPMENT PARTS	100	100	.00	.00	100.00	.0%
559000 OTHER OPERATING MATL/SPLY	7,000	7,000	5,163.39	.00	1,836.61	73.8%
560000 BUILDING MATERIALS & SPLY	2,000	2,000	.00	.00	2,000.00	.0%
560500 ELECTRICAL SUPPLIES	2,500	2,500	.00	.00	2,500.00	.0%
561000 PLUMBING SUPPLIES	30,000	65,000	62,130.43	2,785.60	597.55	95.6%
565000 PAINT AND PAINTING SPLY.	500	500	.00	.00	500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	25,000	25,000	18,988.47	1,016.08	6,011.20	76.0%
599000 OTHER REPAIR/MAINT. SPL.	2,000	2,000	1,877.85	600.00	82.20	93.9%
599500 DISASTER REPAIR SUPPLIES	15,000	0	.00	.00	.00	.0%
604900 OTHER PROFESSIONAL SERV.	32,000	32,000	28,108.99	.00	3,891.01	87.8%
611000 TRAVEL EXPENSE	1,200	1,200	.00	.00	1,200.00	.0%
612000 FREIGHT	600	600	583.26	50.00	16.88	97.2%
630000 GAS	200	2,200	2,016.08	.00	183.92	91.6%
630500 ELECTRICITY	100,000	121,000	147,855.17	29,526.17	-26,855.17	122.2%
635500 ELECTRICAL R&M	5,000	0	.00	.00	.00	.0%
636000 STREETS & STRUCTURES R&M	2,345,000	2,345,000	2,316,136.02	48,404.00	28,863.98	98.8%
638000 FIXED EQUIPMENT R&M	2,000	2,000	.00	.00	2,000.00	.0%
638200 MINOR EQUIPMENT R&M	2,500	2,500	1,506.35	.00	993.65	60.3%
638400 MOTOR VEHICLE EQ. R&M	35,000	35,000	16,536.31	1,856.00	18,464.17	47.2%
638600 CONSTRUCTION EQUIP R&M	20,000	20,000	17,873.15	3,741.58	1,236.06	89.4%
639000 COMMUNICATION EQ. R&M	2,000	2,000	.00	.00	2,000.00	.0%
639800 TOW IN CHARGES	2,000	2,000	55.00	.00	1,945.00	2.8%
642000 MACHINERY RENT	7,500	7,500	.00	.00	7,500.00	.0%
643000 UNIFORM RENT	3,500	3,500	3,248.37	.00	251.63	92.8%
684500 REGISTRATION FEE/TUITION	1,000	1,000	.00	.00	1,000.00	.0%
739900 OTHER EQUIPMENT	70,000	70,000	68,400.00	.00	1,600.00	97.7%
TOTAL W&S O&M-SEWER DIVISION	3,407,200	3,421,200	3,253,776.74	119,153.40	164,220.77	95.1%

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009677 W&S O&M-SEWER LAGOON DIV.						
400000 REGULAR WAGES	199,910	199,910	194,980.39	13,053.54	4,929.61	97.5%
430000 OVERTIME	25,000	25,000	24,888.05	2,515.98	111.95	99.6%
460000 STATE RETIREMENT	39,140	39,140	38,257.12	2,709.09	882.88	97.7%
470000 F.I.C.A. TAXES	17,210	17,210	16,353.40	1,151.76	856.60	95.0%
480000 HOSPITALIZATION INS.	50,400	50,400	41,400.00	3,000.00	9,000.00	82.1%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	5,870	5,870	4,285.00	.00	1,585.00	73.0%
513000 CHEMICALS	160,000	240,000	239,544.10	14,153.20	455.90	99.8%
525000 GAS AND OIL	10,000	7,000	5,379.20	518.37	1,620.80	76.8%
525500 LUBRICANTS	4,000	0	.00	.00	.00	.0%
525700 DIESEL FUEL	5,000	5,400	5,557.52	544.64	-157.52	102.9%
535500 WEARING APPAREL	500	500	.00	.00	500.00	.0%
545000 HAND TOOLS	1,000	0	.00	.00	.00	.0%
546000 MINOR EQUIPMENT	65,000	4,600	1,992.00	.00	2,608.00	43.3%
549500 PUMPING EQUIPMENT PARTS	80,000	0	.00	.00	.00	.0%
559000 OTHER OPERATING MATL/SPLY	4,000	0	.00	.00	.00	.0%
560500 ELECTRICAL SUPPLIES	25,000	0	.00	.00	.00	.0%
561000 PLUMBING SUPPLIES	16,720	16,720	2,318.75	2,318.75	14,401.25	13.9%
570000 MTR VEHICLE REP. PTS/SPL	6,000	6,000	715.08	.00	5,284.92	11.9%
602000 CONSULTANT SERV/SURVEYS	13,000	3,000	.00	.00	3,000.00	.0%
602500 LEGAL	187,000	75,000	18,159.90	.00	56,840.10	24.2%
604900 OTHER PROFESSIONAL SERV.	85,000	97,000	95,683.32	.00	1,316.68	98.6%
611000 TRAVEL EXPENSE	2,000	2,000	.00	.00	2,000.00	.0%
612000 FREIGHT	500	500	34.28	.00	465.72	6.9%
630500 ELECTRICITY	770,000	770,000	774,688.11	48,572.59	-4,688.11	100.6%
635500 ELECTRICAL R&M	24,000	24,000	.00	.00	24,000.00	.0%
638000 FIXED EQUIPMENT R&M	1,270,000	1,195,000	1,137,904.11	82,403.19	57,095.89	95.2%
638400 MOTOR VEHICLE EQ. R&M	4,000	4,000	.00	.00	4,000.00	.0%
639400 DISINFECT./EXTERMINATION	600	600	480.00	.00	120.00	80.0%
639800 TOW IN CHARGES	300	300	.00	.00	300.00	.0%
639900 OTHER REPAIRS AND MAINT.	1,000	1,000	.00	.00	1,000.00	.0%
643000 UNIFORM RENT	2,000	2,000	682.88	.00	1,317.12	34.1%
684000 DUES AND MEMBERSHIPS	1,000	0	.00	.00	.00	.0%
684500 REGISTRATION FEE/TUITION	1,000	0	.00	.00	.00	.0%
699900 SERVICES NOT SPECIFIED	13,000	0	.00	.00	.00	.0%
TOTAL W&S O&M-SEWER LAGOON DIV.	3,090,150	2,793,150	2,603,303.21	170,941.11	189,846.79	93.2%

010451 W&S B&I-REVENUE OBLIGATIONS

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800000 GENERAL ISSUES-PRINCIPAL	815,000	815,000	839,975.00	.00	-24,975.00	103.1%
801000 REVENUE ISSUES-PRINCIPAL	10,095,000	10,095,000	4,105,000.00	1,005,000.00	5,990,000.00	40.7%
810000 GENERAL ISSUES-INTEREST	101,360	101,360	76,383.76	.00	24,976.24	75.4%
811000 REVENUE ISSUES-INTEREST	2,116,986	2,116,986	1,225,158.90	300,350.00	891,827.10	57.9%
840000 GENERAL ISSUES	9,000	9,000	3,310.00	.00	5,690.00	36.8%
841000 REVENUE ISSUES	6,000	6,000	5,500.00	.00	500.00	91.7%
TOTAL W&S B&I-REVENUE OBLIGATIONS	13,143,346	13,143,346	6,255,327.66	1,305,350.00	6,888,018.34	47.6%
011451 WATER & SEWER-REV.OBLIGATN						
841000 REVENUE ISSUES	10,000	10,000	11,450.00	2,550.00	-1,450.00	114.5%
TOTAL WATER & SEWER-REV.OBLIGATN	10,000	10,000	11,450.00	2,550.00	-1,450.00	114.5%
011500 WATER & SEWER-TRANSFERS						
900001 T/T GENERAL FUND	824,000	824,000	824,000.00	.00	.00	100.0%
900009 T/T WATER & SEWER O&M	13,000,000	13,700,000	13,700,000.00	1,500,337.00	.00	100.0%
900017 T/T WATER & SEWER CONT.	50,000	50,000	50,000.00	.00	.00	100.0%
90001B T/T WATER & SEWER B&I	500,000	500,000	.00	.00	500,000.00	.0%
90001C T/T WATER & SEWER B&I	1,500,000	1,500,000	.00	.00	1,500,000.00	.0%
90001D T/T WATER & SEWER B&I	2,500,000	2,500,000	.00	.00	2,500,000.00	.0%
900021 T/T 21 REFUNDING	2,050,000	2,050,000	2,049,996.00	170,833.00	4.00	100.0%
900075 T/T W & S CONSTRUCTION	2,276,470	1,576,470	1,900,015.47	143,487.97	-323,545.47	120.5%
9000B T/T WATER & SEWER B&I '12	0	0	500,004.00	41,667.00	-500,004.00	100.0%
9000C T/T WATER & SEWER B&I '13	0	0	1,454,037.87	125,000.00	-1,454,037.87	100.0%
9000D T/T WATER & SEWER B&I '16	0	0	2,949,872.00	208,333.00	-2,949,872.00	100.0%
9000GO T/T 2010 W&S GO BOND	300,000	300,000	300,000.00	25,000.00	.00	100.0%
9000M T/T W&SB&I (METER GO)	700,000	700,000	699,996.33	58,333.00	3.67	100.0%
TOTAL WATER & SEWER-TRANSFERS	23,700,470	23,700,470	24,427,921.67	2,272,990.97	-727,451.67	103.1%
011660 WATER & SEWER-CUST.ACCT.DIV.						
641000 OFFICE EQUIPMENT RENT	2,000	2,000	.00	.00	2,000.00	.0%
681900 CASH OVERAGE/SHORTAGE	0	0	306.51	306.51	-306.51	100.0%
683200 BANK SERV/TRF FEE	3,000	3,000	3,579.02	290.12	-579.02	119.3%

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6835WT WATER RELATED REFUND	60,000	60,000	8,323.39	-25,008.11	51,676.61	13.9%
683800 BANK NSF FEES	1,500	1,500	.00	.00	1,500.00	.0%
683900 OTHER INCOME EXPENSE	5,000	5,000	.00	.00	5,000.00	.0%
TOTAL WATER & SEWER-CUST.ACCT.DIV	71,500	71,500	12,208.92	-24,411.48	59,291.08	17.1%
012452 TIF B&I-PLANET FIT-GEN OBLIGA						
683200 BANK SERV/TRF FEE	100	100	.00	.00	100.00	.0%
802000 IND/ECON DEV ISSUES-PRINCIPAL	19,000	19,000	38,684.58	.00	-19,684.58	203.6%
812000 IND/ECON DEV ISSUES-INTEREST	44,000	44,000	19,928.42	.00	24,071.58	45.3%
TOTAL TIF B&I-PLANET FIT-GEN OBLI	63,100	63,100	58,613.00	.00	4,487.00	92.9%
013450 CITY B&I-GENERAL OBLIGATIONS						
683000 PROP.TAX COLL. FEES .05	14,000	14,000	10,325.01	901.60	3,674.99	73.8%
683100 PROP.TAX COLL. FEES.005	18,000	18,000	14,615.17	495.29	3,384.83	81.2%
800000 GENERAL ISSUES-PRINCIPAL	845,000	845,000	845,000.00	.00	.00	100.0%
802100 5 YEAR NOTE PRINCIPAL	795,420	795,420	795,420.00	.00	.00	100.0%
810000 GENERAL ISSUES-INTEREST	1,993,056	1,993,056	1,990,428.14	.00	2,627.86	99.9%
812100 5 YEAR NOTE INTEREST	53,327	53,327	53,227.50	.00	99.50	99.8%
840000 GENERAL ISSUES	20,000	20,000	11,600.00	.00	8,400.00	58.0%
TOTAL CITY B&I-GENERAL OBLIGATION	3,738,803	3,738,803	3,720,615.82	1,396.89	18,187.18	99.5%
014599 SCHOOL FUND-MISC.CHARGES						
683000 PROP.TAX COLL. FEES .05	0	0	114,447.17	8,084.34	-114,447.17	100.0%
683100 PROP.TAX COLL. FEES.005	0	0	89,822.88	4,826.74	-89,822.88	100.0%
TOTAL SCHOOL FUND-MISC.CHARGES	0	0	204,270.05	12,911.08	-204,270.05	100.0%
017695 SUPP. ENVIRONMENTAL PROJECT						
699900 SERVICES NOT SPECIFIED	100,000	100,000	.00	.00	100,000.00	.0%

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TOTAL SUPP. ENVIRONMENTAL PROJECT	100,000	100,000	.00	.00	100,000.00	.0%
018701 P&FD&R-TRUST AND AGENCY						
682500 PENSION EXPENSE	0	0	1,322,898.75	18,519.80	-1,322,898.75	100.0%
683000 PROP.TAX COLL. FEES .05	0	0	6,012.30	515.74	-6,012.30	100.0%
683100 PROP.TAX COLL. FEES.005	0	0	6,623.67	283.21	-6,623.67	100.0%
TOTAL P&FD&R-TRUST AND AGENCY	0	0	1,335,534.72	19,318.75	-1,335,534.72	100.0%
019100 POL.FORFEITURES-POLICE DIV.						
535000 UNIFORMS, BADGES, ETC.	0	2,020	2,016.00	.00	4.00	99.8%
546000 MINOR EQUIPMENT	0	1,726	.00	.00	1,726.00	.0%
559100 OTHER OPER.MATLS-FULL R	0	700	450.00	.00	249.99	64.3%
559200 OTHER OPER.MATLS-D.A.R.E.	0	18,985	5,637.57	122.50	13,347.43	29.7%
580000 MINOR COMPUTER EQUIP.	0	11,836	.00	.00	11,836.00	.0%
603900 METRO CRIME STOPPERS	0	10,000	10,000.00	.00	.00	100.0%
604900 OTHER PROFESSIONAL SERV.	0	3,500	1,479.65	.00	2,020.35	42.3%
681700 EVIDENCE BUY MONEY	0	4,000	4,000.00	.00	.00	100.0%
684000 DUES AND MEMBERSHIPS	0	2,500	2,500.00	.00	.00	100.0%
739900 OTHER EQUIPMENT	0	26,000	25,438.85	.00	561.15	97.8%
740001 D.A.R.E. AUTOMOBILES	0	11,685	11,040.00	.00	645.00	94.5%
TOTAL POL.FORFEITURES-POLICE DIV.	0	92,952	62,562.07	122.50	30,389.92	67.3%
020452 2002 TIF B&I-S/P GEN OBLIGA						
802000 IND/ECON DEV ISSUES-PRINCIPAL	170,000	170,000	170,000.00	.00	.00	100.0%
812000 IND/ECON DEV ISSUES-INTEREST	73,963	73,963	73,962.50	.00	.50	100.0%
842000 IND/ECON DEV ISSUES	2,000	2,000	1,250.00	.00	750.00	62.5%
TOTAL 2002 TIF B&I-S/P GEN OBLIGA	245,963	245,963	245,212.50	.00	750.50	99.7%
022452 2003 TIF B&I-C/S GEN OBLIGA						

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802000	IND/ECON	DEV	ISSUES-PRINCIPAL	145,000	145,000	145,000.00	.00	.00	100.0%
812000	IND/ECON	DEV	ISSUES-INTEREST	45,995	45,995	45,995.00	.00	.00	100.0%
842000	IND/ECON	DEV	ISSUES	2,500	2,500	2,000.00	.00	500.00	80.0%
TOTAL 2003 TIF B&I-C/S GEN OBLIGA				193,495	193,495	192,995.00	.00	500.00	99.7%
023452 2007 TIF B&I-T/C GEN OBLIGA									
802000	IND/ECON	DEV	ISSUES-PRINCIPAL	100,000	100,000	100,000.00	.00	.00	100.0%
812000	IND/ECON	DEV	ISSUES-INTEREST	39,230	39,230	39,230.00	.00	.00	100.0%
842000	IND/ECON	DEV	ISSUES	4,000	4,000	2,250.00	.00	1,750.00	56.3%
TOTAL 2007 TIF B&I-T/C GEN OBLIGA				143,230	143,230	141,480.00	.00	1,750.00	98.8%
024452 2008 TIF B&I-L/C GEN OBLIGA									
802000	IND/ECON	DEV	ISSUES-PRINCIPAL	50,000	50,000	50,000.00	.00	.00	100.0%
812000	IND/ECON	DEV	ISSUES-INTEREST	4,000	4,000	4,000.00	.00	.00	100.0%
842000	IND/ECON	DEV	ISSUES	1,000	1,000	850.00	.00	150.00	85.0%
TOTAL 2008 TIF B&I-L/C GEN OBLIGA				55,000	55,000	54,850.00	.00	150.00	99.7%
025452 2011 TIF B&I-KOHL'S GEN OBLIGA									
842000	IND/ECON	DEV	ISSUES	0	0	1,740.00	.00	-1,740.00	100.0%
TOTAL 2011 TIF B&I-KOHL'S GEN OBLI				0	0	1,740.00	.00	-1,740.00	100.0%
025500 CITY B&I TRANSFER									
900001	T/T	GENERAL	FUND	0	500	.00	.00	500.00	.0%
TOTAL CITY B&I TRANSFER				0	500	.00	.00	500.00	.0%
026452 2016 TIF B&I-WHISP PINES EXPEN									

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			ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
802000	IND/ECON	DEV ISSUES-PRINCIPAL	182,000	182,000	182,000.00	.00	.00	100.0%
812000	IND/ECON	DEV ISSUES-INTEREST	97,383	97,383	97,382.50	.00	.50	100.0%
842000	IND/ECON	DEV ISSUES	2,000	2,000	1,940.00	.00	60.00	97.0%
TOTAL 2016 TIF B&I-WHISP PINES EX			281,383	281,383	281,322.50	.00	60.50	100.0%

027500 TAX COLLECTOR'S-TRANSFERS

900001	T/T	GENERAL FUND	0	0	19,321,953.41	1,064,203.21	-19,321,953.41	100.0%
900002	T/T	PARKS & RECREATION	0	0	986,294.52	52,077.20	-986,294.52	100.0%
900004	T/T	LIBRARY	0	0	962,686.48	50,830.67	-962,686.48	100.0%
900012	T/T	PLANET FITNESS TIF B&I	0	0	27,667.00	.00	-27,667.00	100.0%
900013	T/T	CITY B & I	0	0	2,461,287.67	130,280.19	-2,461,287.67	100.0%
900014	T/T	SCHOOL FUND	0	0	19,656,163.70	929,705.07	-19,656,163.70	100.0%
900018	T/T	POL/FIRE DIS./RELIEF	0	0	1,410,990.59	74,512.00	-1,410,990.59	100.0%
900020	T/T	2002 TIF B&I-S/P	0	0	138,876.00	.00	-138,876.00	100.0%
900022	T/T	2003 TIF B&I-CHAUVEY SQ.	0	0	200,000.00	.00	-200,000.00	100.0%
900023	T/T	2007 TIF B&I-T/C	0	0	115,000.00	.00	-115,000.00	100.0%
900024	T/T	2008 TIF B&I-LINCOLN CTR	0	0	98,000.00	.00	-98,000.00	100.0%
900026	T/T	'16 TIF B&I-WHISPERNG PIN	0	0	167,296.00	.00	-167,296.00	100.0%
900028	T/T	2016 TIF B&I-HBURG CLINIC	0	0	34,040.00	.00	-34,040.00	100.0%
900050	T/T	RIDGE AT TURTLE CREEK TIF	0	0	89,571.00	.00	-89,571.00	100.0%
900051	T/T	MIDTOWN MARKET	0	0	10,707.00	.00	-10,707.00	100.0%
900052	T/T	2019 TIF B&I-ELAM ARMS MT	0	0	133,642.00	.00	-133,642.00	100.0%
900073	T/T	MASS TRANSIT OPER.	0	0	249,086.27	13,128.78	-249,086.27	100.0%
9000EB	T/T	GENERAL FD-EXCESS BID	0	0	174,404.94	.00	-174,404.94	100.0%
9000IP	T/T	GENERAL FD-INT/PEN	0	0	258,695.38	76,827.29	-258,695.38	100.0%
9000SB	T/T	SCHOOL-1988 SCH.BONDS	0	0	2,674,973.31	125,254.01	-2,674,973.31	100.0%
TOTAL TAX COLLECTOR'S-TRANSFERS			0	0	49,171,335.27	2,516,818.42	-49,171,335.27	100.0%

028452 2016 TIF B&I-HBRG CLINIC MIDTN

802000	IND/ECON	DEV ISSUES-PRINCIPAL	51,000	51,000	53,000.00	.00	-2,000.00	103.9%
812000	IND/ECON	DEV ISSUES-INTEREST	24,645	24,645	22,605.12	.00	2,039.88	91.7%
TOTAL 2016 TIF B&I-HBRG CLINIC MI			75,645	75,645	75,605.12	.00	39.88	99.9%

039551 AIRPORT IMPR.-AIRPORT DIV

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601500 ENGINEERING	50,000	50,000	15,615.00	.00	34,385.00	31.2%
729502 AIRPORT IMP-FAA	1,348,179	1,469,578	1,265,257.07	12,862.93	204,320.93	86.1%
729599 MISC.OTHER IMPROVEMENTS	30,000	130,000	.00	.00	130,000.00	.0%
TOTAL AIRPORT IMPR.-AIRPORT DIV	1,428,179	1,649,578	1,280,872.07	12,862.93	368,705.93	77.6%
050452 2015A TIF B&I-RIDGE/TURTLE CRK						
802000 IND/ECON DEV ISSUES-PRINCIPAL	71,000	71,000	71,000.00	.00	.00	100.0%
812000 IND/ECON DEV ISSUES-INTEREST	48,430	48,430	48,427.50	.00	2.50	100.0%
842000 IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	60.00	97.0%
TOTAL 2015A TIF B&I-RIDGE/TURTLE	121,430	121,430	121,367.50	.00	62.50	99.9%
051452 2015B TIF B&I-MIDTOWN MARKET						
802000 IND/ECON DEV ISSUES-PRINCIPAL	12,000	12,000	12,000.00	.00	.00	100.0%
812000 IND/ECON DEV ISSUES-INTEREST	8,360	8,360	8,360.00	.00	.00	100.0%
842000 IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	60.00	97.0%
TOTAL 2015B TIF B&I-MIDTOWN MARKE	22,360	22,360	22,300.00	.00	60.00	99.7%
052452 2019 TIF B&I ELAM ARMS MIDTOWN						
802000 IND/ECON DEV ISSUES-PRINCIPAL	166,000	166,000	166,000.00	.00	.00	100.0%
812000 IND/ECON DEV ISSUES-INTEREST	126,824	126,824	126,824.00	.00	.00	100.0%
842000 IND/ECON DEV ISSUES	2,500	2,500	2,000.00	.00	500.00	80.0%
TOTAL 2019 TIF B&I ELAM ARMS MIDT	295,324	295,324	294,824.00	.00	500.00	99.8%
072201 MUN.ROAD&BRIDGE-STREET DIV						
601500 ENGINEERING	400,000	383,377	330,804.14	.00	52,572.86	86.3%
601501 ENGINEERING-I&I STUDY	136,288	85,588	55,152.26	.00	30,435.74	64.4%
601502 ENGINEERING-MIDTOWN	0	350,000	87,697.68	.00	262,302.32	25.1%
601700 APPRAISAL	0	7,050	7,050.00	.00	.00	100.0%

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602500 LEGAL	0	5,373	5,372.99	.00	.01	100.0%
604900 OTHER PROFESSIONAL SERV.	0	54,900	14,925.00	10,025.00	39,975.00	27.2%
636000 STREETS & STRUCTURES R&M	1,240,000	912,000	598,695.91	272,554.69	85,748.74	65.6%
700000 LAND	0	1,340	1,200.00	.00	140.00	89.6%
722501 SIDEWALKS-NON SPECIFIC	0	1,502	1,382.03	430.03	120.18	92.0%
722510 CAMP ST WALKING TRAIL	0	0	31,640.00	.00	-31,640.00	100.0%
722517 CONCART ST/ZOO ENTRANCE SDWLK	10,000	19,500	19,326.29	.00	173.71	99.1%
722518 LAMAR BLVD/REGIONS	300,000	290,500	28,900.06	.00	261,599.94	9.9%
722522 GORDONS CREEK COMMONS	280,000	280,000	.00	.00	280,000.00	.0%
723002 INDUSTRIAL PARK ROADS	0	0	.00	.00	-1,499.70	.0%
723014 LAMAR BLVD-REGIONS	2,157,672	2,143,933	1,432,850.76	269,745.98	711,082.60	66.8%
723025 CTRY.CLUB RD. INTERSECTN.	1,715,656	1,715,656	1,714,593.34	309,357.09	1,062.66	99.9%
723029 HARDY ST ROUNDABOUT	840,505	840,505	840,505.00	.00	.00	100.0%
723043 MDOT-MARTIN LUTHER KIN	100,000	100,000	23,677.04	809.91	76,322.96	23.7%
723056 GORDON'S CREEK COMMONS	0	0	14,200.00	.00	-14,200.00	100.0%
723099 OTHER STREET IMPR.	0	0	49,059.49	.00	-95,984.00	100.0%
729502 AIRPORT IMP-FAA	0	0	.00	.00	.15	.0%
729576 ST ANNE'S CULVERT REPAIR	225,974	236,870	236,870.10	.00	.00	100.0%
TOTAL MUN.ROAD&BRIDGE-STREET DIV	7,406,095	7,428,095	5,493,902.09	862,922.70	1,658,213.17	74.0%

073570 MASS TRANSIT-TRANSPORTATION

400000 REGULAR WAGES	794,221	851,421	674,906.82	65,275.95	176,514.18	79.3%
430000 OVERTIME	65,000	65,000	84,477.28	4,261.99	-19,477.28	130.0%
460000 STATE RETIREMENT	149,600	159,600	133,331.27	12,301.43	26,268.73	83.5%
470000 F.I.C.A. TAXES	65,800	70,200	56,570.47	5,211.38	13,629.53	80.6%
480000 HOSPITALIZATION INS.	201,600	201,600	123,324.24	12,000.00	78,275.76	61.2%
490000 UNEMPLOYMENT BENEFITS	6,500	6,500	2,081.72	.00	4,418.28	32.0%
491000 WORKMAN'S COMPENSATION	18,000	18,000	11,662.00	.00	6,338.00	64.8%
500300 PAPER	500	500	365.33	.00	134.44	73.1%
500500 PRINTED FORMS	100	100	.00	.00	100.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,500	1,500	1,495.00	.00	5.24	99.7%
502000 MINOR OFFICE EQUIP/FURN.	5,000	1,000	740.73	.00	258.99	74.1%
505000 SUBSCRIPTIONS,MAGS,MAPS	200	200	55.97	.00	144.03	28.0%
508000 COMPUTER SUPPLIES	2,500	2,500	2,059.47	726.18	440.40	82.4%
510000 CLEANING/JANITORIAL SPLY	3,000	3,000	1,943.68	.00	281.70	64.8%
511100 SUPPLIES - COVID 19	5,710	660	644.78	.00	15.22	97.7%
511500 FOOD	200	200	.00	.00	200.00	.0%
513000 CHEMICALS	100	100	35.88	.00	64.00	35.9%
525000 GAS AND OIL	13,000	19,000	16,219.57	.00	2,780.19	85.4%
525500 LUBRICANTS	1,000	1,000	281.76	281.76	718.24	28.2%

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525700 DIESEL FUEL	114,000	134,000	131,098.14	20,627.10	2,901.86	97.8%
526000 OTHER FUEL	300	300	.00	.00	300.00	.0%
535500 WEARING APPAREL	2,000	0	.00	.00	.00	.0%
540500 CONCRETE, CEMENT, ETC.	100	100	.00	.00	100.00	.0%
545000 HAND TOOLS	6,000	50	46.49	.00	4.00	92.1%
546000 MINOR EQUIPMENT	6,000	0	.00	.00	.00	.0%
559000 OTHER OPERATING MATL/SPLY	700	700	677.43	387.43	22.57	96.8%
560000 BUILDING MATERIALS & SPLY	1,000	1,000	43.90	.00	325.03	4.4%
560500 ELECTRICAL SUPPLIES	500	500	53.43	53.43	446.57	10.7%
561000 PLUMBING SUPPLIES	500	0	.00	.00	.00	.0%
565000 PAINT AND PAINTING SPLY.	500	0	.00	.00	.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	2,500	2,500	1,513.02	665.31	986.98	60.5%
571001 REPAIR PARTS - FIXED ROUTE	60,000	72,400	43,667.28	8,267.75	13,191.66	60.3%
571002 REPAIR PARTS - PARATRANSIT	15,000	2,600	2,542.92	467.36	57.13	97.8%
575000 COMMUNICATION REPAIR PTS	1,500	500	99.00	.00	401.00	19.8%
599000 OTHER REPAIR/MAINT. SPL.	3,000	3,000	1,512.21	1,064.07	437.83	50.4%
602000 CONSULTANT SERV/SURVEYS	45,375	137,375	92,937.50	.00	44,437.00	67.7%
602100 BUILDING SECURITY	1,000	1,000	959.40	600.00	40.60	95.9%
604900 OTHER PROFESSIONAL SERV.	5,000	5,000	2,275.00	.00	2,725.00	45.5%
606000 TELEPHONE AND TELEGRAPH	6,500	6,500	5,930.38	606.48	569.62	91.2%
607000 POSTAGE	200	200	.00	.00	200.00	.0%
609900 OTHER COMMUNICATION EXP.	10,600	10,600	8,675.00	.00	1,925.00	81.8%
611000 TRAVEL EXPENSE	4,000	4,000	.00	.00	4,000.00	.0%
612000 FREIGHT	1,000	1,000	392.95	.00	392.27	39.3%
615000 ADVERTISING	7,000	6,375	.00	.00	6,375.00	.0%
620000 PRINTING	3,000	3,000	452.00	.00	2,499.50	15.1%
625500 PUBLIC LIAB/PROPERTY DAM	61,000	61,625	61,625.00	.00	.00	100.0%
630500 ELECTRICITY	19,000	19,000	17,189.24	901.46	1,810.76	90.5%
635000 BUILDING R&M	1,500	1,500	60.00	.00	1,440.00	4.0%
635500 ELECTRICAL R&M	1,500	1,500	.00	.00	1,500.00	.0%
636500 OFFICE EQUIPMENT R&M	500	500	.00	.00	500.00	.0%
638400 MOTOR VEHICLE EQ. R&M	2,000	4,000	3,126.70	.00	873.30	78.2%
638501 BUS EQUIP R&M-FIXED ROUTE	90,000	90,000	78,328.81	11,005.19	1,003.71	87.0%
638502 BUS EQUIP R&M-PARATRANSIT	30,000	28,000	19,731.40	702.77	5,100.00	70.5%
639000 COMMUNICATION EQ. R&M	2,500	2,500	.00	.00	2,500.00	.0%
639400 DISINFECT./EXTERMINATION	250	250	192.00	.00	58.00	76.8%
639600 SIGN PAINTING	1,200	1,200	.00	.00	1,200.00	.0%
639800 TOW IN CHARGES	2,000	2,350	2,350.00	.00	.00	100.0%
639900 OTHER REPAIRS AND MAINT.	2,500	1,445	503.41	438.46	455.30	34.8%
643000 UNIFORM RENT	11,500	11,500	9,234.48	1,070.18	2,265.52	80.3%
644900 OTHER RENT	500	500	.00	.00	500.00	.0%
683000 PROP.TAX COLL. FEES .05	750	750	1,061.09	91.06	-311.09	141.5%
683100 PROP.TAX COLL. FEES.005	1,500	1,500	1,477.32	50.03	22.68	98.5%
684000 DUES AND MEMBERSHIPS	700	700	.00	.00	700.00	.0%

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684500 REGISTRATION FEE/TUITION	200	200	105.00	.00	95.00	52.5%
686800 JARC-OPERATIONS	120,000	120,000	119,064.50	10,113.50	935.50	99.2%
687000 CUSTODIAL SERVICE	4,500	5,205	3,600.00	.00	1,605.00	69.2%
710024 BUS SHELTERS	261,078	261,078	30,214.79	.00	230,863.21	11.6%
710027 MASS TRANSIT FACILITY	355,344	355,344	.00	.00	355,344.00	.0%
710029 TRANSIT FACILITY ARCHIT/DESIG	115,838	115,838	11,625.00	.00	104,213.00	10.0%
729553 BUS SHELTER INFRAS-533	1,000,000	900,000	125,386.69	.00	774,613.31	13.9%
733400 FAREBOX MEDIA EQUIPMENT	276,000	176,000	.00	.00	176,000.00	.0%
733600 SURVEILLANCE/SECURITY EQUIPMEN	44,030	44,030	.00	.00	44,030.00	.0%
740000 AUTOMOBILES	29,044	29,044	.00	.00	29,044.00	.0%
741000 BUSES	716,490	654,490	.00	.00	654,490.00	.0%
TOTAL MASS TRANSIT-TRANSPORTATION	4,782,230	4,684,829	1,887,947.45	157,170.27	2,764,299.47	40.3%
075695 W&S CONSTR.-CAPITAL PROJECTS						
601500 ENGINEERING	500,000	640,000	600,728.44	.00	39,271.56	93.9%
601501 ENGINEERING-I&I STUDY	140,000	0	.00	.00	.00	.0%
604900 OTHER PROFESSIONAL SERV.	10,000	10,000	758.45	.00	9,241.55	7.6%
636000 STREETS & STRUCTURES R&M	4,500	4,500	.00	.00	4,500.00	.0%
699900 SERVICES NOT SPECIFIED	0	2,167	.00	.00	2,167.00	.0%
722001 HALL AVENUE SEWER	1,000,000	1,336,107	985,503.35	.00	350,603.25	73.8%
722002 LONGLEAF HEIGHTS NORTH	2,273,000	1,788,063	1,687,841.68	.00	100,220.97	94.4%
722003 PRCC SEWER	300,000	81,768	.00	.00	81,768.00	.0%
722005 MIDTOWN SEWER PROJECT	0	2,000,000	19,317.85	.00	1,980,682.15	1.0%
722006 MIDTOWN SEWER TERM BID WORK	0	369,215	369,215.35	.00	.00	100.0%
722007 EDWARDS ST REHAB	0	93,232	62,465.30	.00	30,766.70	67.0%
722008 HBG HIGH AREA PH I	0	75,000	65,886.75	.00	9,113.25	87.8%
722009 HBG HIGH AREA PH II	0	50,000	39,420.00	.00	10,580.00	78.8%
722099 PROGRAMMED SEWER PROJ.	0	25,000	16,204.50	.00	8,795.50	64.8%
723001 W&S-PAVING	0	172,567	.00	.00	172,567.20	.0%
724515 AUDUBON-WESTWOOD IMPROVEMENTS	209,000	164,318	120,993.92	.00	43,324.23	73.6%
724529 EAST JERUSALEM AREA	420,000	420,000	12,470.00	.00	407,530.00	3.0%
724530 LAMAR BLVD WATER	0	14,297	14,297.20	.00	.05	100.0%
724599 PROGRAMMED WATER PROJ.	0	5,000	.00	.00	15.00	.0%
729529 ARLEDGE & KATIE LOT	0	332,733	330,462.87	109,018.62	2,270.40	99.3%
TOTAL W&S CONSTR.-CAPITAL PROJECT	4,856,500	7,583,967	4,325,565.66	109,018.62	3,253,416.81	57.0%

077650 COMMUNITY CTR-ADMIN/GENERAL

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400000 REGULAR WAGES	386,130	392,370	372,068.26	27,685.67	20,301.74	94.8%
430000 OVERTIME	11,000	11,000	14,092.95	945.14	-3,092.95	128.1%
460000 STATE RETIREMENT	69,110	70,210	67,312.48	4,991.40	2,897.52	95.9%
470000 F.I.C.A. TAXES	30,400	30,900	28,900.31	2,136.78	1,999.69	93.5%
480000 HOSPITALIZATION INS.	109,200	109,200	87,000.00	7,200.00	22,200.00	79.7%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	13,500	13,500	8,641.00	.00	4,859.00	64.0%
501000 OTHER EXPENDABLE OFF.SPL	1,500	1,500	402.20	91.25	823.14	26.8%
502000 MINOR OFFICE EQUIP/FURN.	500	500	196.00	.00	304.00	39.2%
510000 CLEANING/JANITORIAL SPLY	11,000	10,400	10,174.00	1,021.95	226.00	97.8%
512000 MEDICAL SUPPLIES	250	250	.00	.00	250.00	.0%
525000 GAS AND OIL	3,500	3,500	2,231.88	251.04	1,268.12	63.8%
535500 WEARING APPAREL	400	400	.00	.00	400.00	.0%
544000 HORT./LANDSCAPING SPLY.	2,250	2,250	1,473.50	.00	776.50	65.5%
546000 MINOR EQUIPMENT	4,500	5,100	4,702.47	.00	397.53	92.2%
559000 OTHER OPERATING MATL/SPLY	2,000	2,000	1,849.07	.00	150.93	92.5%
560000 BUILDING MATERIALS & SPLY	3,000	3,000	1,638.66	.00	1,361.34	54.6%
560500 ELECTRICAL SUPPLIES	5,000	5,600	5,280.09	.00	319.91	94.3%
561000 PLUMBING SUPPLIES	3,500	3,500	2,651.60	.00	848.40	75.8%
565000 PAINT AND PAINTING SPLY.	800	800	.00	.00	800.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	2,500	2,500	779.71	.00	1,720.29	31.2%
599000 OTHER REPAIR/MAINT. SPL.	1,000	400	.00	.00	400.00	.0%
600100 PROF SERVICES - COVID 19	17,400	5,400	1,958.26	.00	3,441.74	36.3%
604900 OTHER PROFESSIONAL SERV.	11,400	19,900	19,465.72	340.00	434.28	97.8%
606000 TELEPHONE AND TELEGRAPH	2,300	1,300	734.50	61.61	565.50	56.5%
611000 TRAVEL EXPENSE	500	500	462.94	.00	37.06	92.6%
630000 GAS	14,000	12,000	10,748.87	368.83	1,251.13	89.6%
630500 ELECTRICITY	74,000	83,000	83,889.19	9,883.29	-889.19	101.1%
635000 BUILDING R&M	20,000	19,000	15,850.24	1,725.97	3,149.76	83.4%
635500 ELECTRICAL R&M	0	6,000	5,590.00	5,590.00	410.00	93.2%
635700 PLUMBING EQUIPMENT R&M	2,000	2,000	1,875.07	.00	124.93	93.8%
637000 HOUSEHOLD EQUIPMENT R&M	9,000	5,000	4,558.71	.00	441.29	91.2%
638000 FIXED EQUIPMENT R&M	13,150	13,150	12,259.15	.00	890.85	93.2%
638200 MINOR EQUIPMENT R&M	1,500	0	.00	.00	.00	.0%
638400 MOTOR VEHICLE EQ. R&M	3,500	0	.00	.00	.00	.0%
639200 CLEANING AND PAINTING	8,000	10,500	10,030.00	.00	470.00	95.5%
639400 DISINFECT./EXTERMINATION	6,000	5,000	3,782.50	.00	1,217.50	75.7%
639800 TOW IN CHARGES	250	250	.00	.00	250.00	.0%
639900 OTHER REPAIRS AND MAINT.	5,000	1,500	2,006.55	.00	-506.55	133.8%
643000 UNIFORM RENT	6,000	11,000	10,624.77	1,694.07	375.23	96.6%
644900 OTHER RENT	500	0	.00	.00	.00	.0%
684500 REGISTRATION FEE/TUITION	800	800	580.00	.00	220.00	72.5%
699900 SERVICES NOT SPECIFIED	1,000	0	.00	.00	.00	.0%
715010 REC CENTER OLD YMCA	20,000	5,000	.00	.00	5,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

JOURNAL DETAIL 2022 1 TO 2022 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
715014 CULTURAL CENTER	0	28,000	27,293.00	.00	707.00	97.5%
715019 JDS COM CTR(CEILING/FLOOR	10,000	2,000	.00	.00	2,000.00	.0%
715021 CE ROY/5TH STREET	7,500	2,500	.00	.00	2,500.00	.0%
732000 HOUSEHOLD FURN/EQUIP.	5,000	5,000	1,345.90	.00	3,654.10	26.9%
TOTAL COMMUNITY CTR-ADMIN/GENERAL	900,840	908,680	822,449.55	63,987.00	85,955.79	90.5%
079500 COVID FISCAL RECOVERY TRANSFER						
900001 T/T GENERAL FUND	1,000,000	0	.00	.00	.00	.0%
TOTAL COVID FISCAL RECOVERY TRANS	1,000,000	0	.00	.00	.00	.0%
079605 COVID FISCAL RECOVERY EXPENSES						
743500 FIRE TRUCKS	0	1,297,568	.00	.00	.53	.0%
746000 SANITATION TRUCKS	0	1,345,000	.00	.00	.00	.0%
790000 CAPITAL PROJECTS-GRANT RELATE	11,875,000	10,232,432	.00	.00	10,232,432.00	.0%
TOTAL COVID FISCAL RECOVERY EXPEN	11,875,000	12,875,000	.00	.00	10,232,432.53	.0%
082285 CDBG-ENTITLEMENTS						
400000 REGULAR WAGES	182,050	192,970	143,200.73	-325.03	49,769.27	74.2%
460000 STATE RETIREMENT	31,700	33,600	24,916.94	-56.53	8,683.06	74.2%
470000 F.I.C.A. TAXES	14,000	14,845	10,852.58	-2.22	3,992.42	73.1%
480000 HOSPITALIZATION INS.	42,000	42,000	22,767.66	2,367.66	19,232.34	54.2%
490000 UNEMPLOYMENT BENEFITS	500	500	.00	.00	500.00	.0%
491000 WORKMAN'S COMPENSATION	3,800	3,800	2,301.00	.00	1,499.00	60.6%
500300 PAPER	500	500	125.97	.00	374.03	25.2%
501000 OTHER EXPENDABLE OFF.SPL	1,500	1,200	363.74	.00	624.38	30.3%
502000 MINOR OFFICE EQUIP/FURN.	1,100	850	122.43	122.43	727.57	14.4%
505000 SUBSCRIPTIONS,MAGS,MAPS	250	250	205.44	.00	44.56	82.2%
507000 BOOKS	300	300	262.00	.00	38.00	87.3%
525000 GAS AND OIL	1,200	2,700	2,351.58	96.68	348.42	87.1%
535500 WEARING APPAREL	0	250	232.00	.00	18.00	92.8%
546000 MINOR EQUIPMENT	300	300	92.97	.00	207.03	31.0%
559000 OTHER OPERATING MATL/SPLY	300	300	39.00	.00	261.00	13.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

JOURNAL DETAIL 2022 1 TO 2022 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
559100 OTHER OPER.MATLS-FULL R	100	100	.00	.00	100.00	.0%
559200 OTHER OPER.MATLS-D.A.R.E.	100	100	.00	.00	100.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	2,600	1,400	59.09	.00	1,340.91	4.2%
604901 TOURISM COMMISSION	691,454	691,454	-13,045.57	.00	704,499.57	-1.9%
604903 COMM.HOUSING DEV. ORG.	189,196	189,196	13,050.00	.00	176,146.00	6.9%
604906 RECORDING FEES	300	300	27.00	.00	273.00	9.0%
604910 PUB.SERV.GRANT EXPENSE	50,000	50,000	.00	.00	50,000.00	.0%
604914 FACADE IMPR.PROGRAM	30,000	30,000	.00	.00	30,000.00	.0%
604999 OTHER	2,000	1,300	123.50	120.00	1,176.50	9.5%
606000 TELEPHONE AND TELEGRAPH	900	900	.00	.00	900.00	.0%
611000 TRAVEL EXPENSE	3,200	3,900	1,637.04	-1,041.84	2,262.96	42.0%
615000 ADVERTISING	1,000	900	794.62	.00	105.38	88.3%
620200 PRINTING-GRANT RELATED	0	100	71.07	.00	28.93	71.1%
638400 MOTOR VEHICLE EQ. R&M	1,000	1,000	224.95	.00	775.05	22.5%
641000 OFFICE EQUIPMENT RENT	2,500	2,500	2,233.49	62.99	266.51	89.3%
684000 DUES AND MEMBERSHIPS	400	400	25.00	.00	375.00	6.3%
684500 REGISTRATION FEE/TUITION	2,000	2,000	975.00	.00	1,025.00	48.8%
721501 FACILITIES IMPROVEMENT	592,355	592,355	48,190.00	.00	544,165.00	8.1%
725401 CDBG FULL REHAB	493,330	336,830	258,755.20	12,709.68	78,074.80	76.8%
725402 CDBG HOUSING REPR	150,000	150,000	.00	.00	150,000.00	.0%
725403 HOME FULL REHAB	537,161	537,161	.00	.00	537,161.00	.0%
725404 HOME DOWNPAYMENT ASST	84,110	84,110	.00	.00	84,110.00	.0%
725413 MICROENTERPRISE PROGRA	30,000	30,000	.00	.00	30,000.00	.0%
TOTAL CDBG-ENTITLEMENTS	3,143,206	3,000,371	520,954.43	14,053.82	2,479,204.69	17.4%

086300 SPEC SALES TAX/RECREATION MAIN

400000 REGULAR WAGES	40,000	40,000	39,999.96	3,076.92	.04	100.0%
460000 STATE RETIREMENT	6,960	6,960	6,959.94	535.38	.06	100.0%
470000 F.I.C.A. TAXES	3,060	3,060	3,060.00	235.39	.00	100.0%
491000 WORKMAN'S COMPENSATION	1,000	1,000	.00	.00	1,000.00	.0%
729504 SULLIVAN PARK SPLASH PA	0	221	221.25	.00	.00	100.0%
729505 OSCEOLA PARK PLAYGROUND	0	6,232	6,232.33	.00	.00	100.0%
729506 HBURG AMERICAN ARTS CENTER	0	24,476	4,431.40	.00	.00	18.1%
729507 TATUM TENNIS RENOVATION	0	1,850	.00	.00	.00	.0%
729522 KAMPER PARK PROJECT	0	10,459	2,479.47	.00	7,980.00	23.7%
729544 TATUM PARK LIGHTS-FIELDS 13/1	0	78,894	78,893.86	.00	.00	100.0%
729550 TATUM PARK MASTER PLAN	0	10,000	2,500.00	.00	7,500.00	25.0%
729573 CHAIN PARK AMPHITHEATER	0	6,612	6,611.85	.00	.00	100.0%
729574 TATUM PARK PAVILION	0	10,000	3,500.00	.00	6,500.00	35.0%
729599 MISC.OTHER IMPROVEMENTS	2,845,480	1,236,707	.00	.00	1,236,707.25	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

JOURNAL DETAIL 2022 1 TO 2022 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
7295PR CAPITAL PROJECTS	0	1,210,274	1,128,398.10	199,853.69	43,848.88	93.2%
TOTAL SPEC SALES TAX/RECREATION M	2,896,500	2,646,746	1,283,288.16	203,701.38	1,303,536.23	48.5%
086602 SPEC SALES TAX P&R/UNIV IMPROV						
604901 TOURISM COMMISSION	1,496,500	1,746,500	1,732,253.17	158,487.75	14,246.83	99.2%
683200 BANK SERV/TRF FEE	0	0	321.99	116.12	-321.99	100.0%
TOTAL SPEC SALES TAX P&R/UNIV IMP	1,496,500	1,746,500	1,732,575.16	158,603.87	13,924.84	99.2%
087601 INDUSTRIAL PK-G.O.ACQUISITIONS						
600500 ADMINISTRATIVE FEE	0	0	3,500.00	875.00	-3,500.00	100.0%
601000 AUDITING AND ACCOUNTING	0	0	7,806.30	.00	-7,806.30	100.0%
601500 ENGINEERING	0	0	49,398.06	9,980.00	-49,398.06	100.0%
601700 APPRAISAL	0	0	2,850.00	2,850.00	-2,850.00	100.0%
602001 ECONOMIC DEVELOPMENT CONSULTI	0	0	470,000.00	.00	-470,000.00	100.0%
602500 LEGAL	0	0	44,064.77	5,745.02	-44,064.77	100.0%
604900 OTHER PROFESSIONAL SERV.	0	0	.00	-9,980.00	.00	.0%
625500 PUBLIC LIAB/PROPERTY DAM	0	0	10,501.00	.00	-10,501.00	100.0%
639901 LANDSCAPE MAINTENANCE	0	0	360.00	.00	-360.00	100.0%
639902 RAIL SPURS MAINTENANCE	0	0	35,802.00	.00	-35,802.00	100.0%
TOTAL INDUSTRIAL PK-G.O.ACQUISITI	0	0	624,282.13	9,470.02	-624,282.13	100.0%
088603 PUBLIC SAFETY/REC CONSTRUCTION						
710022 POLICE DEPARTMENT	5,900,000	5,141,564	4,649,451.87	49,079.71	471,289.41	90.4%
729501 HALL AVENUE OVERPASS	15,900,000	15,900,000	5,932,063.62	774,118.88	9,967,936.38	37.3%
729575 GORDONS CRK BANK STABILIZATIO	300,000	300,000	.00	.00	300,000.00	.0%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	22,100,000	21,341,564	10,581,515.49	823,198.59	10,739,225.79	49.6%
091500 TIF CONST-TRANSFERS						

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

JOURNAL DETAIL 2022 1 TO 2022 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
900001 T/T GENERAL FUND	0	821	.00	.00	821.00	.0%
TOTAL TIF CONST-TRANSFERS	0	821	.00	.00	821.00	.0%
093695 2016 W&S SYSTEMS PROJ-CONSTRUCT						
722075 CIPP SEWER VARIOUS LOCATIONS	0	0	102,620.22	30,245.50	-102,620.22	100.0%
724513 KATIE & ARLEDGE INFRASTRUCTUR	0	0	72,786.20	.00	-72,786.20	100.0%
724551 WATER PHASE II	0	0	274,842.46	11,810.00	-274,842.46	100.0%
729599 MISC.OTHER IMPROVEMENTS	2,000,000	2,123,150	.00	.00	2,123,150.00	.0%
TOTAL 2016 W&S SYSTEMS PROJ-CONST	2,000,000	2,123,150	450,248.88	42,055.50	1,672,901.12	21.2%
094500 '12 W&S BOND CONST-TRANSFERS						
900010 T/T WATER & SEWER B&I	64	64	.00	.00	64.00	.0%
TOTAL '12 W&S BOND CONST-TRANSFER	64	64	.00	.00	64.00	.0%
095635 2019 FIRE STATION CONSTRUCTION						
715002 FIRE STATION #2	920,000	943,109	.00	.00	943,109.00	.0%
744000 DUMP TRUCKS	0	18,000	18,000.00	.00	.00	100.0%
TOTAL 2019 FIRE STATION CONSTRUCT	920,000	961,109	18,000.00	.00	943,109.00	1.9%
097201 INFRA IMPROVE-INTRNT SALES TAX						
721002 28TH AVENUE BRIDGE	200,000	227,246	227,245.83	.00	.00	100.0%
721007 COUNTRY CLUB PEDESTRIA	200,000	200,000	.00	.00	200,000.00	.0%
721008 KIMBALL AVE PEDESTRIAN BRIDGE	0	28,684	28,684.00	.00	.00	100.0%
723029 HARDY ST ROUNDABOUT	0	1,019,380	698,883.28	147,263.33	320,496.60	68.6%
723030 HARDY ST PAVING	1,160,932	114,306	114,306.03	.00	.26	100.0%
723099 OTHER STREET IMPR.	1,339,068	2,076,944	1,114,004.34	-82,595.52	962,939.36	53.6%
TOTAL INFRA IMPROVE-INTRNT SALES	2,900,000	3,666,560	2,183,123.48	64,667.81	1,483,436.22	59.5%
098341 K.P.ZOO CAPITAL-KPZ						

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

JOURNAL DETAIL 2022 1 TO 2022 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
729599 MISC.OTHER IMPROVEMENTS	2,325	2,350	.00	.00	2,350.00	.0%
TOTAL K.P.ZOO CAPITAL-KPZ	2,325	2,350	.00	.00	2,350.00	.0%
105500 '13 W&S BOND CONST-TRANSFERS						
900010 T/T WATER & SEWER B&I	571	572	.00	.00	572.00	.0%
TOTAL '13 W&S BOND CONST-TRANSFER	571	572	.00	.00	572.00	.0%
107706 SPEC.SALES TAX-T&A EXPEND.						
604901 TOURISM COMMISSION	0	0	1,044,894.10	97,453.00	-1,044,894.10	100.0%
604902 CONVENTION COMMISSION	0	0	6,676,887.86	583,719.91	-6,676,887.86	100.0%
TOTAL SPEC.SALES TAX-T&A EXPEND.	0	0	7,721,781.96	681,172.91	-7,721,781.96	100.0%
109704 GROUP INS.TRUST-T&A EXPEND.						
683200 BANK SERV/TRF FEE	0	0	72.00	.00	-72.00	100.0%
683300 ADMIN PAID	0	0	471,604.71	221,224.08	-471,604.71	100.0%
683400 CLAIMS PAID	0	0	4,837,787.09	316,066.93	-4,837,787.09	100.0%
TOTAL GROUP INS.TRUST-T&A EXPEND.	0	0	5,309,463.80	537,291.01	-5,309,463.80	100.0%
GRAND TOTAL	182,744,272	194,373,950	200,009,851.72	13,672,609.92	-9,712,752.90	102.9%

** END OF REPORT - Generated by LISA HANSON **



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, October 18, 2022
Re: Acknowledge Proof of Publication in the Clarion Ledger for the month August 2022.
File Number: 2022-761
Minute Book #

Summary

Acknowledge acceptance of Proof of Publication for the Clarion Ledger for the month of August 2022.

Recommendation Statement

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

LOCALiQClarion Ledger
Hattiesburg AmericanBATCH # 9586
Doc # 26228

ACCOUNT NAME		ACCOUNT #	PAGE #
The City Of Hattiesburg		211698	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0004889344	Aug 1- Aug 31, 2022	September 20, 2022	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOUNT DUE	
\$0.00	\$0.00	\$672.32	
BILLING ACCOUNT NAME AND ADDRESS		BILLING INQUIRIES/ADDRESS CHANGES	FEDERAL ID
The City Of Hattiesburg Cecilia Jones P.O. Box 1898 Hattiesburg, MS 39403-1898 		1-877-736-7612 or smb@ccc.gannett.com	71-0004640
Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.			

000021169800000000000000048893440006723210987

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number:
C19347.

Date	Description	Amount
8/1/22	Balance Forward	\$88.18

Package Advertising:

Start-End Date	Description	PO Number	Package Cost
7/26/22-8/2/22	0005349730 NOTICE TO CONTRACTO	Aug. 25, 2	\$180.18
8/11/22-8/18/22	0005360632 City of Hattiesburg	Hall Ave O	\$403.96

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQClarion Ledger
Hattiesburg American

ACCOUNT NAME		PAYMENT DUE DATE		AMOUNT PAID	
The City Of Hattiesburg		September 20, 2022			
ACCOUNT NUMBER		INVOICE NUMBER		TOTAL AMOUNT DUE	
211698		0004889344			
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS
\$584.14	\$88.18	\$0.00	\$0.00	\$0.00	\$0.00
\$672.32					
REMITTANCE ADDRESS (Include Account# & Invoice# on check)			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:		
Clarion Ledger/Hattiesburg American P.O. Box 677577 Dallas, TX 75267-7577			☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX		
			Card Number _____		
			Exp Date / / CVV Code _____		
			Signature _____ Date _____		

000021169800000000000000048893440006723210987

1203.6150

AFFIDAVIT OF PUBLICATION THE CLARION-LEDGER

TO: THE CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401
Acct# TCL-C19347

This is not an invoice

of Affidavits 1

Ad Number: 0005360632

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspaper editions dated as follows :

In said newspaper in the issue(s) dated:

08/11/2022, 08/18/2022

Size: 1788 words / 1 col. x 294 lines

Published: 2 time(s)

Now due on said account is \$403.96

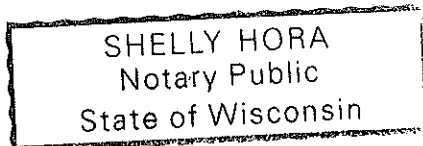
Signed Nicole Jacobs
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on August 18, 2022.

Shelly Hora
Notary Public, State of Wisconsin, County of Brown

8-25-23
My commission expires

(SEAL)



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 IPA, 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 MDOT's 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
8/11, 8/18/2022

1203.6130

AFFIDAVIT OF PUBLICATION THE CLARION-LEDGER

TO: THE CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401
Acct# TCL-C19347

This is not an invoice

of Affidavits 1

Ad Number: 0005349730

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspaper editions dated as follows :

In said newspaper in the issue(s) dated:

07/26/2022, 08/02/2022

Size: 773 words / 1 col. x 127 lines

Published: 2 time(s)

Now due on said account is \$180.18

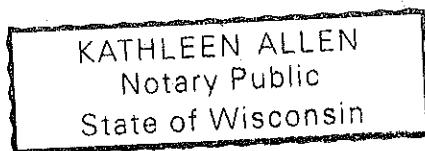
Signed Nicole Jacobs
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on August 02, 2022.

Kathleen Allen
Notary Public. State of Wisconsin. County of Brown

1-7-25
My commission expires

(SEAL)



NOTICE TO CONTRACTORS

CITY OF HATTIESBURG, MISSISSIPPI DRAINAGE IMPROVEMENTS FOR MIDTOWN GREEN PARK

Sealed bids for the construction of the DRAINAGE IMPROVEMENTS FOR MIDTOWN GREEN PARK, for the City of Hattiesburg in Hattiesburg, Mississippi, will be received by the City of Hattiesburg, until 10:00 AM local time on Thursday, August 25th, 2022, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, and shortly thereafter will be opened and publicly read.

The work involved in the project includes construction new stormwater drainage piping, stormwater inlets, minor earthwork, tying to existing drainage structures and placement of new curb and gutter at the proposed Midtown Green Park area located on Crestmont Avenue, Hattiesburg, MS as described in the Contract Documents. All documents required for bidding purposes may be obtained from Clearpoint Consulting Engineers, P.A., 6652 Hwy 98, Hattiesburg, MS, (601) 261-2609. A non-refundable deposit of \$100.00 is required at the time of request for a hard copy set of Contract Documents. Electronic copies of Contract Documents will be furnished to perspective bidders at no cost upon request. A copy of the Contract Documents may be examined at the office of Clearpoint Consulting Engineers, P.A., 6652 Hwy 98, Hattiesburg, MS during regular business hours. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgmsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

A bid bond or certified check in the amount of 5% of the bid will be required. The bid bond or certified check will be returned immediately to unsuccessful bidders. Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposals will not be considered in making the award.

A performance and payment bond, or equal, in the full amount of the contract will be required of the successful bidder. In lieu of a performance bond the successful bidder may post with the City of Hattiesburg, Mississippi, the full amount of the bid, in cash or its equivalent, conditioned for the prompt, proper and efficient performance of the contract; said cash or its equivalent to be held until the successful completion of the project.

Attention is called to the fact that contracts exceeding \$50,000 require contractors to be licensed under applicable laws of the State of Mississippi and have a certificate of responsibility.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The City of Hattiesburg is an Equal Opportunity Employer. The City of Hattiesburg hereby notifies all Bidders that it will affirmatively insure that in

any contract, entered into pursuant to this advertisement, all 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, religion, sex, national origin, age, disability, marital or veteran status, or any other legally protected status in consideration for an award.

Bid preparation will be in accordance with the Instructions to Bidders bound in the Documents. The City of Hattiesburg reserves the right to waive irregularities and to reject any and/or all bids.

By: /s/ City Clerk
City Of Hattiesburg, Mississippi
07/26, 08/02/2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 18, 2022

Re: Acknowledge Proof of Publications for Hub City Spokes for the month of August and September 2022.
File Number: 2022-762
Minute Book #

Summary

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

Recommendation Statement

Acknowledge acceptance of the Proofs of Publications for Hub City Spokes for the month of August 2022.

Please place this on the October 18, 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

Batch# 9730
Doc# 26564

Month Ending	Invoice #
8/31/2022	100504



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.

9/10/2022

Sales Rep

Tearsheets

H

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
8/4/2022	Legal Notices - NB Item 11	255 words		56.10		56.10
8/4/2022	Proof of Publication Fee			3.00		3.00
8/4/2022	Legal Notices - NB Item 2	243 words		53.46		53.46
8/4/2022	Proof of Publication Fee			3.00		3.00
8/4/2022	Legal Notices - NB Item 23	241 words		53.02		53.02
8/4/2022	Proof of Publication Fee			3.00		3.00
8/11/2022	Legal Notices - Byrne Notice of PCP	323 words		38.76		38.76
8/11/2022	Proof of Publication Fee			3.00		3.00
8/11/2022	Legal Notices - 57 Golf Course Rd	449 words		53.88		53.88
8/11/2022	Proof of Publication Fee			3.00		3.00
8/11/2022	Legal Notices - 102 Ellis Drive	317 words		38.04		38.04
8/11/2022	Proof of Publication Fee			3.00		3.00
8/11/2022	Legal Notices - 103 Plantation Place Drive	429 words		51.48		51.48
8/11/2022	Proof of Publication Fee			3.00		3.00
8/11/2022	Legal Notices - 105 Plantation Place Drive	339 words		40.68		40.68
8/11/2022	Proof of Publication Fee			3.00		3.00
8/11/2022	Legal Notices - 112 B Ellis Drive	504 words		60.48		60.48
8/11/2022	Proof of Publication Fee			3.00		3.00
8/11/2022	Legal Notices - 114 Ellis Drive	299 words		35.88		35.88
8/11/2022	Proof of Publication Fee			3.00		3.00
8/11/2022	Legal Notices - 118 Ellis Drive	431 words		51.72		51.72
8/11/2022	Proof of Publication Fee			3.00		3.00
8/11/2022	Legal Notices - 120 Ellis Drive	433 words		51.96		51.96

**Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.**

Total

Payments/Credits

Phone #

Fax #

Questions? E-Mail:

(601) 268-2331

601-268-2965

accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

HUB CITY SPOKES

A PUBLISHING COMPANY

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS
Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg
ATTN: Cecilia Jones
P.O. Box 1898
Hattiesburg, MS 39403-1898

Month Ending	Invoice #
8/31/2022	100504



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.	
				9/10/2022			
				Sales Rep		Tearsheets	
				H			
Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount	
8/11/2022	Proof of Publication Fee			3.00		3.00	
8/11/2022	Legal Notices - 6574 Hwy 49	469 words		56.28		56.28	
8/11/2022	Proof of Publication Fee			3.00		3.00	
8/11/2022	Legal Notices - Hwy 49 North	718 words		86.16		86.16	
8/11/2022	Proof of Publication Fee			3.00		3.00	
8/18/2022	Legal Notices - NB Item 25 Concrete and Brick Structure	246 words		53.90		53.90	
8/18/2022	Proof of Publication Fee			3.00		3.00	
8/18/2022	Legal Notices - Item # 20 NB	258 words		56.64		56.64	
8/18/2022	Proof of Publication Fee			3.00		3.00	
8/18/2022	Legal Notices - Item #26 NB	251 words		55.22		55.22	
8/18/2022	Proof of Publication Fee			3.00		3.00	
8/18/2022	Legal Notices - Public Notice HPC September 2022	733 words		87.96		87.96	
8/18/2022	Proof of Publication Fee			3.00		3.00	
8/18/2022	Legal Notices - Motor Vehicle	434 words		52.08		52.08	
8/18/2022	Proof of Publication Fee			3.00		3.00	
8/18/2022	Legal Notices - Public Hearing Notice	306 words		36.72		36.72	
8/18/2022	Proof of Publication Fee			3.00		3.00	
8/4/2022	Legal Notices - NTB Item 33	239		52.58		52.58	
8/4/2022	Proof of Publication Fee			3.00		3.00	

Total \$1,186.00

Payments/Credits \$0.00

Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Phone #	Fax #	Questions? E-Mail:
(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 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: 255 Published 2 times

Date 1st Published: July 28 Amt: 30.60

Date 2nd Published: Aug 4 Amt: 25.50

Date 3rd Published: Aug 11 Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 56.10

Proof of Publication Fee: 3.00

TOTAL: 59.10

(signed) *Crystal Cox*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of August, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Katherine H Bullock*

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 11, 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 #11 - CHLORINE GAS AND SULFUR DIOXIDE FOR THE CITY OF HATTIESBURG WATER DEPARTMENT

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.central-bidding.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.

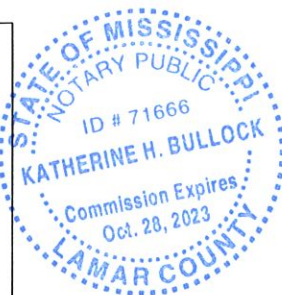
PUBLISHED by Order of the Council on this, the 19th day of July, 2022.

CITY OF HATTIESBURG, MISSISSIPPI
/s/ Kermas Eaton
CITY CLERK
(SEAL)

Published July 28, August 4, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - NTB Item 11
- ☐ 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 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: 243 Published 2 times

Date 1st Published: July 28 Amt: 29.16

Date 2nd Published: Aug 4 Amt: 24.30

Date 3rd Published: Aug 11 Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.46

Proof of Publication Fee: 3.00

TOTAL: 56.46

(signed) Cynthia G. [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of August, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

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 AM. Thursday, August 11, 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 #2: REPAIR AND REHABILITATION OF CITY STREETS

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, 39401, (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.central-bidding.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 19th day of July, 2022.

CITY OF HATTIESBURG, MISSISSIPPI
CITY CLERK
(SEAL)

Published July 28, August 4, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - NTB Item 2
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly 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: 241 Published 2 times

Date 1st Published: July 28 Amt: 28.92

Date 2nd Published: Aug 4 Amt: 24.10

Date 3rd Published: Aug 11 Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.02

Proof of Publication Fee: 3.00

TOTAL: 56.02

(signed) Cyril D. Coon
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of August, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

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 AM. Thursday, August 11, 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 #23: CORRUGATED HDPE PIPE

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, 39401, (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.central-bidding.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.

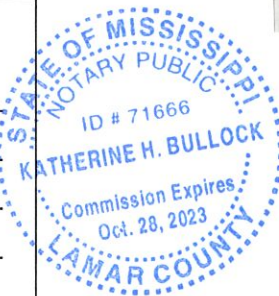
PUBLISHED by Order of the Council on this, the 19th day of July, 2022.

CITY OF HATTIESBURG, MISSISSIPPI
CITY CLERK
(SEAL)

Published July 28, August 4, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - NTB Item 23
- ☐ 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: 323 Published 1 times

Date 1st Published: Aug 11 Amt: 38.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.76

Proof of Publication Fee: 3.00

TOTAL: 41.76

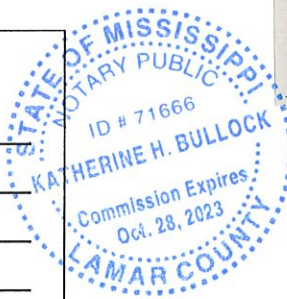
(signed) Natasha M. Swell
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of August, 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 - 2022 Byrne NOTICE OF PCP
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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 (USDJ) for Program Period October 1, 2021 - September 30, 2023. The total anticipated funding is \$23,492.00. This grant program furthers the USDJ'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: /s/ Kemas Eaton
CITY CLERK
(SEAL)

Toby Barker, Mayor
Published August 11, 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: 449 Published 1 times

Date 1st Published: Aug 11 Amt: 53.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.88

Proof of Publication Fee: 3.00

TOTAL: 56.88

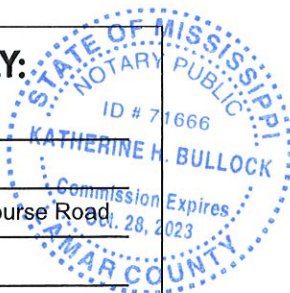
(signed) Natasha McGeur
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11 th
day of August, 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 - 57 Golf Course Road
- ☐ 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: Donald K. Garriga, 21501 E Adams Rd,
Saucier, MS 39574; 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 Hat-
tiesburg will hold a public hearing at 4:00 p.m. on
Tuesday, September 6, 2022, Hattiesburg, MS to
determine whether or not the hereinafter-de-
scribed property is in such a state of unclean-
liness 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 pur-
suant to the aforesaid statute. The City of Hat-
tiesburg 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: 2-0250-36-004.00, PPIN: 31789, 57
Golf Course Road, Hattiesburg, MS, 39401, and
better described as: A part and parcel of the
Southeast Quarter of the Southwest Quarter of
Section 36, Township 5 North, Range 14 West,
Forrest County, Mississippi, and more particularly
described as follows: Commence at the North-
west Corner of the Southeast Quarter of the
Southwest Quarter of said Section 36, and run
South 00 degrees 09 minutes East along the
West line of the said Southeast Quarter of the
Southwest Quarter for 375.0 feet, thence run
South 83 degrees East for 565.0 feet, thence run
South for 334.0 feet to the North line of a Public
Road, thence run North 73 degrees 40 minutes 11
seconds East along the North line of said road for
68.0 feet to the Point of Beginning, thence run
North 08 degrees 03 minutes 43 seconds West
for 99.85 feet, thence run North 82 degrees 01
minutes 54 seconds East for 57.40 feet, thence
run South 07 degrees 57 minutes 18 seconds East
for 94.50 feet to the North line of said road,
thence run South 76 degrees 41 minutes 23 sec-
onds West along the North line of said road for
57.46 feet to the Point of Beginning, containing
0.13 acre, more or less.

Published August 11, 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: 317 Published 1 times

Date 1st Published: Aug 11 Amt: 38.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.04

Proof of Publication Fee: 3.00

TOTAL: 41.04

(signed) Natasha McQuinn
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of August, 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.

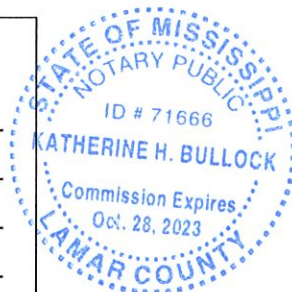
PLEASE TAKE NOTICE PURSUANT TO §21-19-
11 of the Mississippi Code of 1972, as annotated
and amended, the City Council of the City of Hat-
tiesburg will hold a public hearing at 4:00 p.m.
on Tuesday, September 6, 2022, Hattiesburg, MS
to determine whether or not the hereinafter-de-
scribed property is in such a state of unclean-
liness 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 per-
son or otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall adjudi-
cate the property in its then condition to be a
menace to the health and safety of the com-
munity, 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 prop-
erty all as provided by statute, to wit:

PARCEL: 051A-01-006.000, PPIN: 11661, 102
Ellis Drive, Hattiesburg, MS, 39402, and better
described as: Lot 8, Plantation Place Apartments
Subdivision, in the City of Hattiesburg, County of
Lamar, State of Mississippi, as per the official
map or plat thereof on file in the office of the
Chancery Clerk of Lamar County, Mississippi; to-
gether with all improvements thereon and ap-
purtenances thereunto belonging, and together
with an easement for ingress and egress across
the roads of said subdivision as platted.

Published August 11, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 102 Ellis Drive
- ☐ 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: 429 Published 1 times

Date 1st Published: Aug 11 Amt: 51.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 51.48

Proof of Publication Fee: 3.00

TOTAL: 54.48

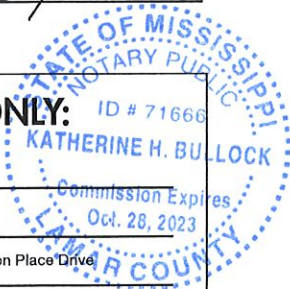
(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11 th
day of August, 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 Plantation Place Drive
- ☐ 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: 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 Hat-
tiesburg will hold a public hearing at 4:00 p.m.
on Tuesday, September 6, 2022, Hattiesburg,
MS to determine whether or not the hereinafter-
described property is in such a state of unclean-
liness 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 per-
son 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 statu-
te. 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-01-048.000, PPIN: 13009,
103 Plantation Place Drive, Hattiesburg, MS,
39402, and better described as: Lot 45, Planta-
tion Place Apartments First Addition, in the City
of Hattiesburg, County of Lamar County, State
of Mississippi, as per the map or plat thereof on
file in the office of the Chancery Clerk of Lamar
County, Mississippi; and also, a part of Lot 14,
Plantation Place Apartments Subdivision in the
City of Hattiesburg, County of Lamar, State of
Mississippi, as per the map or plat thereof on
file in the office of the Chancery Clerk of Lamar
County, Mississippi, and being more particularly
described, to-wit: Commence at the Southwest
corner of said Lot 14 and run East and along the
South line of said Lot 14 for 50 feet to the Point
of the Beginning; thence North 50 feet to the
North line of the said Lot 14; thence East and
along the said North line of Lot 14 for 50 feet;
thence South 50 feet to the South line of said
Lot 14; thence West and along the said South
line of Lot 14 for 50 feet to the Point of Begin-
ning.

Published August 11, 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: 339 Published 1 times

Date 1st Published: Aug 11 Amt: 40.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 40.68

Proof of Publication Fee: 3.00

TOTAL: 43.68

(signed) Notasha McNeal
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11 th
day of August, 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 - 105 Plantation Place Drive
- ☐ 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: 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, September 6, 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-01-047.000, PPIN: 14883, 105 Plantation Place Drive, Hattiesburg, MS, 39402, and better described as: Lot 44, Plantation Place Apartments First Addition, in the City of Hattiesburg, County of Lamar County, state of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi; and also, the West 50 feet of Lot 14, Plantation Place Apartments First Addition, in the City of Hattiesburg, County of Lamar County, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi.

Published August 11, 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 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: 504 Published 1 times

Date 1st Published: Aug 11 Amt: 60.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 60.48

Proof of Publication Fee: 3.00

TOTAL: 63.48

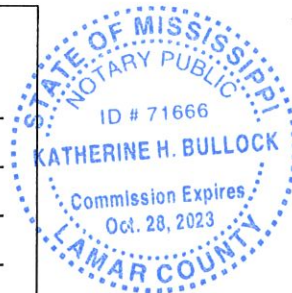
(signed) Natasha McNeil
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11 th
day of August, 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 - 112 B Ellis Drive
- ☐ 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: 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 Hat-
tiesburg will hold a public hearing at 4:00 p.m.
on Tuesday, September 6, 2022, Hattiesburg, MS
to determine whether or not the hereinafter-de-
scribed property is in such a state of unclean-
liness 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 per-
son or otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall adjudi-
cate the property in its then condition to be a
menace to the health and safety of the com-
munity, 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 prop-
erty all as provided by statute, to wit:

PARCEL: 051A-01-010.000, PPIN: 08773, 112
Ellis Drive, Hattiesburg, MS, 39402, and better
described as: Parcel #1: A part of Lot 12, Planta-
tion Place Apartments Subdivision, Hattiesburg,
Lamar County, Mississippi and more particularly
described as follows: Begin at the Southwest
Corner of said Lot 12 and run North and along the
Westerly boundary of said Lot, 33 feet; thence
East 52 feet; thence North 17 feet, thence East
128.19 feet to the Easterly boundary of said Lot
12, thence South and along the said Easterly
boundary of Lot 12, 50 feet to the Southeast Cor-
ner of said Lot; thence West 180.19 feet to the
Point of Beginning, said property containing 0.19
acres, more or less; Parcel #2: A part of Lot 12,
Plantation Place Apartments Subdivision, Hat-
tiesburg, Lamar County, Mississippi, and more
particularly described as follows: Commence at
the Southwest Corner of said Lot 12 and run
North along the Westerly boundary of said Lot 33
feet to the Point of Beginning; thence East 52
feet; thence North 17 feet; thence East 128.19

feet to the Easterly boundary of said Lot 12;
thence North and along the said East boundary
of Lot 12, 50 feet to the Northeast Corner of said
Lot; thence West and along the Northerly bound-
ary of said Lot 12, 140.19 feet; thence South 40
feet; thence West 40 feet to the Westerly margin
of said Lot 12; thence South and along the said
Westerly margin of Lot 12, 27 feet to the Point of
Beginning, said property containing 0.19 acres,
more or less. Together with all improvements
thereon and appurtenances thereunto belong-
ing.

Published August 11, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 299 Published 1 times

Date 1st Published: Aug 11 Amt: 35.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.88

Proof of Publication Fee: 3.00

TOTAL: 38.88

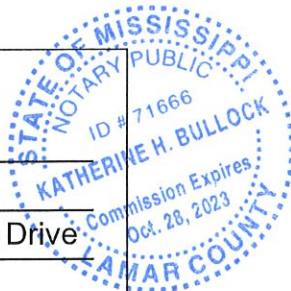
(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11 th
day of August, 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 - 114 Ellis Drive
- ☐ 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: 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 Hat-
tiesburg will hold a public hearing at 4:00 p.m.
on Tuesday, September 6, 2022, Hattiesburg, MS
to determine whether or not the hereinafter de-
scribed property is in such a state of unclean-
liness 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 per-
son or otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall adjudi-
cate the property in its then condition to be a
menace to the health and safety of the com-
munity, 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 prop-
erty all as provided by statute, to wit:
PARCEL: 051A-01-011.000, PPIN: 12432, 114
Ellis Drive, Hattiesburg, MS, 39402, and better
described as: Lot 13, Plantation Place Apart-
ments Subdivision, in the City of Hattiesburg,
County of Lamar, State of Mississippi, as per
map or plat here of on file in the office of the

Chancery Clerk of Lamar County, Mississippi; to-
gether with all improvements thereon and ap-
purtenances thereunto belonging.
Published August 11, 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: 431 Published 1 times

Date 1st Published: Aug 11 Amt: 51.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 51.72

Proof of Publication Fee: 3.00

TOTAL: 54.72

(signed) Natasha McBeal
(The PineBelt NEWS)

Sworn to and subscribed before me in my Presence, this 11 th
day of August, 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 - 118 Ellis Drive
- ☐ 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: MT & TT Properties LLC., 29248 Black
Pine Way, Santa Clarita, CA 91390; and all un-
known persons claiming any right, title or in-
terest 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, September 6, 2022, Hatties-
burg, MS to determine whether or not the here-
inafter-described property is in such a state of
uncleanliness 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 Hatties-
burg 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 be-
come assessment against the property, which
shall be a lien against said property all as pro-
vided by statute, to wit:

PARCEL: 051A-01-018.000, PPIN: 18514, 118
Ellis Drive Hattiesburg, MS, 39402, and better
described as: Unit No. B-1, B-2, B-3, and B-4,
Building B in the plan of condominium subdivi-
sion known as Plantation Garden Condomi-
niums as the same is recorded in Book 9M
at Page 256 and as the same is otherwise
created, established and dedicated in a certain
Plan of Condominium and Declaration of Coven-
ants, Conditions and Restrictions and Ex-
hibits thereto dated October 18, 1990, and of
record in Deed Book 9M at Page 256 in the
Land Records of the Chancery Clerk of Lamar
County at Purvis, Mississippi, together with an
undivided 1/16th interest in and to the common
areas of Plantation Garden Condominiums ap-
purtenant to the Unit as such are defined in the
aforesaid Plan of Condominiums and Declara-
tion of Covenants, Conditions and Restrictions
and Exhibits thereto; said plan of Plantation
Garden Condominiums is a condominium plat
of Lots 28, 29, 30 and 31 of Plantation Place
Apts. First Addition per plat thereof on file in
the office of the Chancery Clerk of Lamar
County, Mississippi on Slide A-84; together
with all improvements thereon and appurte-
nances thereto belonging.

Published August 11, 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: 433 Published 1 times
Date 1st Published: Aug 11 Amt: 51.96
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 51.96
Proof of Publication Fee: 3.00
TOTAL: 54.96

(signed) Natasha McBeard
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11 th
day of August, 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 - 120 Ellis Drive
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

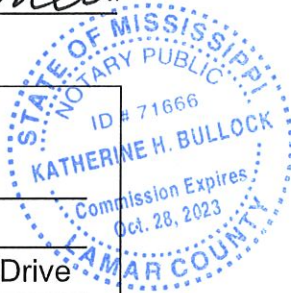
NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: MT & TT Properties LLC., 29248 Black Pine Way, Santa Clarita, CA 91390; 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, September 6, 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-01-023.000, PPIN: 18518, 120 Ellis Drive, Hattiesburg, MS, 39402, and better described as: Parcel 3: Unit No. C-1, C-2, C-3 and C-4, Building C in the plan of condominium subdivision known as Plantation Garden Condominiums as the same is recorded in Book 9M at Page 256 and as the same is otherwise created, established, and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 18, 1990, and of record in Deed Book 9M at Page 256 in the Land Records of the Chancery Clerk of Lamar County at Purvis, Mississippi, together with an undivided 1/16th interest in and to the common areas of Plantation Garden Condominiums appurtenant to the Unit as such are defined in the aforesaid Plan of Condominiums and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto; said plan of Plantation Garden Condominiums is a condominium plat of Lots 28, 29, 30 and 31 of Plantation Place Apts. First Addition per plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi on Slide A-84; together with all improvements thereon and appurtenances thereto belonging.

Published August 11, 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: 469 Published 1 times

Date 1st Published: Aug 11 Amt: 56.28

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 56.28

Proof of Publication Fee: 3.00

TOTAL: 59.28

(signed) Natasha M. Beard
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11 th
day of August, 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 - 6574 Hwy 49
- ☐ 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: Janki Inc., 6574 U S Hwy 49 N, 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, September 6, 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:

6574 US HWY 49 N, Hattiesburg, MS, 39401, and better described as: Commence at the Northwest corner of the NW ¼ of SE ¼ of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi, and run South along the West line of said Forty for 897.4 feet to and for the Point of Beginning, thence run East for 50 feet, thence run North for 46 feet, thence run North 47 degrees 24 minutes East for 217.1 feet, thence at right angles run North 42 degrees 36 minutes West for 370 feet, thence run North 87 degrees 46 minutes West for 85 feet, thence run South 36 degrees 38 minutes West for 329.1 feet to a point on the Northeast right-of-way line of U.S. Highway No. 49, thence run Southeasterly along the Northeast right-of-way line of said Highway for 454 feet to the intersection with the West line of said Forty for 110.8 feet to the Point of Beginning, the said described property being parts of the NW ¼ of the SE ¼ and the NE ¼ of the SW ¼, all in Section 31 Township 5 North, Range 13 West, Forrest County, Mississippi, and comprising 3.5 acres, more or less, LESS AND EXCEPT 0.06 acres, more or less, heretofore conveyed to the Mississippi Department of Transportation on or the 7th day of July, 1994.

Published August 11, 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: 718 Published 1 times

Date 1st Published: Aug 11 Amt: 86.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 86.16

Proof of Publication Fee: 3.00

TOTAL: 89.16

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11 th
day of August, 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 - Hwy 49 North
- ☐ 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: Shiv Hospitality LLC., 850 Highway 98,
Columbia, MS 39429; 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 Hat-
tiesburg will hold a public hearing at 4:00 p.m.
on Tuesday, September 6, 2022, Hattiesburg, MS
to determine whether or not the hereinafter-de-
scribed property is in such a state of unclean-
liness 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 per-
son or otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall adjudi-
cate the property in its then condition to be a
menace to the health and safety of the com-
munity, 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 prop-
erty all as provided by statute, to wit:

PARCEL: 2-024M-31-002.00, PPIN: 27528,
Hwy 49 N, Hattiesburg, MS, 39401, and better
described as: Begin at a found rebar at the
Northeast Corner of the NE 1/4 of the SW 1/4 of
Section 31, Township 5 North, Range 13 West,
Forrest County, Mississippi; thence run North 89
degrees 51 minutes 31 seconds East 249.43 feet
to a found rebar 10.00 feet South of the South
bank of Mixon Creek for the Point of Beginning;
thence run North 89 degrees 45 minutes 25 sec-
onds East 172.40 feet to a found crimp top pipe;
thence run South 00 degrees 46 minutes 59
seconds East 506.59 feet to a found crimp top
pipe; thence run South 47 degrees 38 minutes
09 seconds West 308.83 feet to a found crimp
top pipe; thence run North 43 degrees 03 mi-
nutes 25 seconds West 369.35 feet to a found
crimp top pipe; thence run North 88 degrees 10
minutes 53 seconds West 84.88 feet to a found
crimp top pipe; thence run South 36 degrees 15
minutes 48 seconds West 329.08 feet to a found
flagged iron marker on the Northeast right-of-
way of U.S. Highway 49; thence run North 43 de-
grees 06 minutes 46 seconds West 643.64 feet
along said right-of-way to a set rebar 10.00 feet
South of the South bank of said Mixon Creek;
thence run along a line 10.00 feet South of the
South line of said creek as per Deed Book 764,
Page 696, for the following calls: North 69 de-
grees 53 minutes 46 seconds East 70.31 feet;
North 77 degrees 51 minutes 44 seconds East
58.00 feet; South 67 degrees 59 minutes 39 sec-
onds East 61.10 feet; South 53 degrees 36 mi-
nutes 25 seconds East 74.58 feet; South 78
degrees 48 minutes 52 seconds East 94.78 feet;
North 72 degrees 17 minutes 54 seconds East
53.21 feet; South 74 degrees 46 minutes 44 sec-
onds East 40.22 feet; North 72 degrees 43 mi-
nutes 40 seconds East 57.07 feet; South 89
degrees 08 minutes 43 seconds East 42.92 feet;
North 40 degrees 42 minutes 30 seconds East
33.18 feet; North 73 degrees 12 minutes 55 sec-
onds East 36.32 feet; North 64 degrees 21 mi-
nutes 45 seconds East 120.83 feet; North 38
degrees 34 minutes 10 seconds East 26.44 feet;
North 74 degrees 03 minutes 59 seconds East
46.03 feet; North 58 degrees 03 minutes 44
seconds East 30.03 feet; North 69 degrees 33
minutes 03 seconds East 48.97 feet; South 84
degrees 10 minutes 30 seconds East 76.30 feet;
North 43 degrees 25 minutes 29 seconds East
52.14 feet; North 61 degrees 12 minutes 46 sec-
onds East 95.93 feet; North 13 degrees 34 mi-
nutes 13 seconds East 34.66 feet; to the Point of
Beginning, all containing 10.06 acres, more or
less. LESS AND EXCEPT all of the oil, gas, and
other minerals of like kind and character in, on,
and under the above-described property.

Published August 11, 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: 246 Published 2 times

Date 1st Published: Aug 11 Amt: 29.40

Date 2nd Published: Aug 18 Amt: 24.50

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.90

Proof of Publication Fee: 3.00

TOTAL: 56.90

(signed) Natasha M. Reed
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of August, 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 - NTB Item 25 Concrete and Brick Structures _____
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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
/s/ Kermas Eaton
CITY CLERK
(SEAL)

Published August 11, 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: 258 Published 2 times

Date 1st Published: Aug 11 Amt: 30.84

Date 2nd Published: Aug 18 Amt: 25.80

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 56.64

Proof of Publication Fee: 3.00

TOTAL: 59.64

(signed) Natasha McGee
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of August, 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 -Item #20 - NTB
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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

/s/ Kermas Eaton

CITY CLERK

(SEAL)

Published August 11, 18, 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: 251 Published 2 times

Date 1st Published: Aug 11 Amt: 30.00

Date 2nd Published: Aug 18 Amt: 25.10

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 55.10

Proof of Publication Fee: 3.00

TOTAL: 58.00 58.22

(signed) Natasha M. Guel
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18 th
day of August, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

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
/s/ Kemas Eaton
CITY CLERK
(SEAL)
Published August 11, 18, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Item #26 NTB
- ☐ 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: 733 Published 1 times

Date 1st Published: Aug 18 Amt: 87.96

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 87.96

Proof of Publication Fee: 3.00

TOTAL: 90.96

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of August, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: COH - Public Notice HPC September 2022
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Dennis Pierce, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a property located at 4 Willow Pointe (Parcel 051L-11-038.000, PPIN 20292; Lamar County, Ward 3) from Section 4.5.9 B-2 Neighborhood Business District to Section 5.4.10 B-3 Community Business District. Said property being more particularly described as follows, to-wit:

Commence at the NW Corner of the NW1/4 of the NE1/4 of Section 11, T-4-N, R-14-W, County of Lamar, State of Mississippi; thence run South 00 degrees 18 minutes 14 seconds East for a distance of 882.83 feet; thence run South 89 degrees 18 minutes 23 seconds East for a distance of 22.82 feet; thence run along a curve to the right for a distance of 125.00 feet, said curve having a radius of 101.40 feet, and a delta of 70 degrees 37 minutes 58 seconds, thence run South 18 degrees 40 minutes 24 seconds East for a distance of 18.92 feet; thence run along a curve to the left for a distance of 10.10 feet, said curve having a radius of 129.23 feet and a delta of 4 degrees 28 minutes 48 seconds to the Point of Beginning: Thence run North 19 degrees 59 minutes 14 seconds East for a distance of 70.58 feet; thence run North 28 degrees 17 minutes 33 seconds East for a distance of 37.33 feet; thence run North 35 degrees 48 minutes 07 seconds East for a distance of 604.32 feet; thence run South 42 degrees 00 minutes 00 seconds East for a distance of 270.31 feet; thence run South 52 degrees 57 minutes 06 seconds West for a distance of 68.18 feet; thence run South 52 degrees 35 minutes 37 seconds West for a distance of 168.33 feet; thence run South 49 degrees 02 minutes 44 seconds West for a distance of 118.00 feet; thence run South 40 degrees 35 minutes 15 seconds West for a distance of 135.84 feet; thence run South 36 degrees 42 minutes 26 seconds West for a distance of 196.74 feet; thence run North 51 degrees 55 minutes 29 seconds West for a distance of 68.42 feet; thence run along curve to the right for a distance of 64.90 feet, said curve having a radius of 129.23 feet, and a delta of 33 degrees 15 minutes 05 seconds to the Point of Beginning. Containing 3.00 acres, more or less. and also the following described mutual easement: Commence at the NW Corner of the NW1/4 of the NE1/4 of Section 11, T4N, R14W, County of Lamar, State of

Mississippi; thence run South 00 degrees 18 minutes 41 seconds East for a distance of 882.83 feet; thence run South 89 degrees 18 minutes 23 seconds East for a distance of 22.82 feet; thence run along a curve to the right for a distance of 125 feet, said curve having a radius of 101.40 and a delta of 70 degrees 37 minutes 58 seconds, thence run South 18 degrees 40 minutes 24 seconds East for a distance of 18.92 feet; thence run along a curve to the left for a distance of 10.10 feet, said curve having a radius of 129.23 feet and a delta of 4 degrees 28 minutes 48 seconds, to the Point of Beginning of an easement 17.5 feet either side of a line described as follows; run from said Point of Beginning N 19 degrees 59 minutes 14 seconds East for a distance of 70.58 feet; thence run North 28 degrees 17 minutes 33 seconds East for a distance of 37.33 feet; thence run North 35 degrees 48 minutes 07 seconds East for a distance of 604.32 feet; thence run South 42 degrees 00 minutes 00 seconds East for a distance of 270.31 feet.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., September 7, 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 11th day of August, 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kemas Eaton /s/
CITY CLERK
(SEAL)

Published August 18, 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: 434 Published 1 times

Date 1st Published: Aug 18 Amt: 52.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 52.08

Proof of Publication Fee: 3.00

TOTAL: 55.08

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of August, 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 - MOTOR VEHICLE
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC NOTICE AND ORDER OF MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI

ADOPTING A MOTOR VEHICLE ASSESSMENT 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
Published August 18, 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: 306 Published 1 times

Date 1st Published: Aug 18 Amt: 36.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.72

Proof of Publication Fee: 3.00

TOTAL: 39.72

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of August, 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 Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Ron Farris, representative, and Eric "Poncho" James, owner to appeal the City's interpretation of a "front setback" as it relates to site design and of the request to place a "propane filling station" as an accessory structure in the front setback or in the parking lot as proposed at 3706 Hardy Street.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., September 7, 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 11th day of August, 2022.

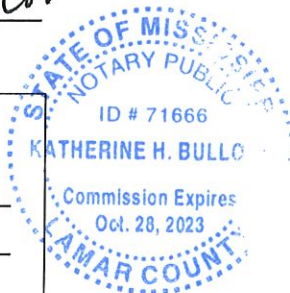
CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/

CITY CLERK

(SEAL)

Published August 18, 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: 239 Published 2 times

Date 1st Published: July 28 Amt: 28.68

Date 2nd Published: Aug 4 Amt: 23.90

Date 3rd Published: Aug 11 Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 52.58

Proof of Publication Fee: 3.00

TOTAL: 55.58

(signed) Cyrstal Coz
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of August, 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 - NTB Item 33
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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 AM. Thursday, August 11, 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 #33: CRUSHED CONCRETE

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, 39401, (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.central-bidding.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 19th day of July, 2022.

CITY OF HATTIESBURG, MISSISSIPPI
CITY CLERK
(SEAL)
Published July 28, August 4, 2022



HUB CITY SPOKES

A PUBLISHING COMPANY

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS

Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

BATCH # 9730
Doc # 26563

Month Ending	Invoice #
8/31/2022	100551

SIGNATURE
MAGAZINE



THE PineBeltNEWS

ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date	P.O. No.
9/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
8/18/2022	Local Display - Budget Tax Levy	4x8		576.00		576.00
9/1/2022	Local Display - Budget Tax Levy	4x8		576.00		576.00
9/1/2022	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

\$1,155.00

Payments/Credits

\$0.00

Phone #	Fax #	Questions? E-Mail:
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly 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: 4x8 Published 2 times

Date 1st Published: Aug 25 Amt: 576.00

Date 2nd Published: Sept 1 Amt: 576.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 1152.00

Proof of Publication Fee: 3.00

TOTAL: 1155.00

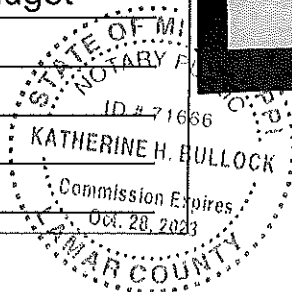
(signed) Natasha M. Good
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 1st
day of September, 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 - Budget
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR FISCAL YEAR 2023 FOR THE CITY OF HATTIESBURG

The City of Hattiesburg will hold a public hearing on its proposed budget and proposed tax levies for Fiscal year 2023 on September 6, 2022, at 5:30 p.m. in the Council Chambers, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget of \$259,818,052. Nineteen percent (19%) or \$49,439,178 of that revenue is obtained through ad valorem taxes. For the next fiscal year, the proposed budget has total projected revenue of \$279,818,052. Of that amount, 22%, or \$61,515,178 is proposed to be obtained through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg does not intend to increase your ad valorem tax millage rate from the current rate.

Any citizen of the City of Hattiesburg is invited to attend the public hearing on the proposed budget and tax levies for Fiscal year 2023 and will be allowed to speak for a reasonable amount of time and present tangible evidence before any vote is taken.

Published August 25, 2022 and September 1, 2022

HUB CITY SPOKES

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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 #
9/30/2022	100705

SIGNATURE
MAGAZINE



THE PineBeltNEWS

ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date

P.O. No.

10/10/2022

Sales Rep

Tearsheets

H

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
9/8/2022	Legal Notices - Notice of Hearing for Pub	507 Words		60.84		60.84
09-08-22						
9/8/2022	Proof of Publication Fee			3.00		3.00

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Total

\$63.84

Payments/Credits

\$0.00

Phone #

Fax #

Questions? E-Mail:

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601-268-2965

accounting@HubCitySPOKES.com

**Outstanding balances will incur a 1.5% service
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invoice.**

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 507 Published 1 times

Date 1st Published: Sept 8 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) Margita Roberts
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 8th
day of September, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Notice of Hearing_For Pub 09-08-22
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC HEARING

AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN

Notice is hereby given that the City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), will hold a public hearing on September 19, 2022, at 4:00 o'clock p.m. at the regular meeting place of the Governing Body in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, on the Tax Increment Financing Plan, Midtown Hattiesburg Project, City of Hattiesburg, Mississippi, February 2014, as Amended for The Elam Arms Development, February 2016, as Amended June 2016, and as Amended and Restated August 2022 (the "Amended and Restated TIF Plan"), for consideration by the Governing Body and requesting that the Amended and Restated TIF Plan be approved in compliance with the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi 1998, and further, to designate the Midtown Montevista Project described in the Amended and Restated TIF Plan as appropriate for development and tax increment financing.

The general scope of the Amended and Restated TIF Plan is a proposal that the City will designate approximately 8 acres of the TIF District (as set forth in the Amended and Restated TIF Plan) as the "Midtown Montevista Section of the TIF District" and issue tax increment financing bonds or notes (the "Midtown Montevista TIF Bonds"), in one or more series in a principal amount not to exceed Two Million Eight Hundred Fifty Thousand (\$2,850,000) to support the Midtown Montevista Project and to reimburse the Developer for eligible expenses incurred in the development and redevelopment of the Midtown Montevista Section of the TIF District, all as set forth in the Amended and Restated TIF Plan and Section 21-45-1, et seq. of the Mississippi Code of 1972, as amended (the "TIF Act").

The Midtown Montevista TIF Bonds shall be secured by the City's pledge of all of the incremental increase in ad valorem tax revenues generated by real and personal property constituting and located within the Midtown Montevista Section of the TIF District as described in the Amended and Restated TIF Plan. The Midtown Montevista TIF Bonds will never be a general obligation of the City, will not be secured by the full faith, credit, and taxing power of the

City, and will not create any other pecuniary liability on the part of the City, other than the pledge of the incremental increase in the ad valorem taxes set forth above. The Midtown Montevista TIF Bonds issued pursuant to the Amended and Restated TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

Copies of the Amended and Restated TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Hattiesburg, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the TIF Act.

Witness my signature and seal, this the 6th day of September, 2022.

S/Rhonda Kennedy
Council Clerk
(SEAL)

Published September 8, 2022

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NEWSPAPERS | MAGAZINES | DIGITAL

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Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

Month Ending	Invoice #
9/30/2022	100718



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Due Date	P.O. No.
10/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
9/15/2022	Legal Notices - Mass Transit - NTB	296 words		65.12		65.12
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - Resolution 2022-92 to publish	714 words		85.68		85.68
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 79 Dixie Pine Rd	404 words		48.48		48.48
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 117 Montague St	305 words		36.60		36.60
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 135 East 7th St	324 words		38.88		38.88
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 205 Columbia St	311 words		37.32		37.32
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 207 Martin Luther King Ave	473 words		56.76		56.76
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 213 West 7th St	350 words		42.00		42.00
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 215 West 7th St	399 words		47.88		47.88
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 217 West 7th St	335 words		40.20		40.20
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 518 Southern Avenue	350 words		42.00		42.00
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - 1116 Ida Avenue	337 words		40.44		40.44

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Total

Payments/Credits

Phone #	Fax #	Questions? E-Mail:
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

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Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

Month Ending	Invoice #
9/30/2022	100718



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.
10/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - HPC October PN	534 words		67.08		67.08
9/15/2022	Proof of Publication Fee			3.00		3.00
9/15/2022	Legal Notices - Public Notice HPC October 2022	325 words		39.00		39.00
9/15/2022	Proof of Publication Fee			3.00		3.00

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Total \$729.44

Payments/Credits \$0.00

Phone #	Fax #	Questions? E-Mail:
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly 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: 296 Published 2 times

Date 1st Published: Sept 8 Amt: 35.52

Date 2nd Published: Sept 15 Amt: 29.60

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 65.12

Proof of Publication Fee: 3.00

TOTAL: 68.12

(signed) Margaret P. [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 -Mass Transit-NTB
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE TO BIDDERS

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

Proposals will be accepted until 10:00a.m. On Thursday, September 29, 2022, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

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

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.planhouseprinting.com For any questions relating to the electronic process, please call Plan House at (662)407-0193.

Qualified bidders will be invited to

participate in a reverse auction, which will take place on October 6, 2022, at 10:30a.m.

ONE (1) OR MORE NEWER BUSES FOR MASS TRANSIT.

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

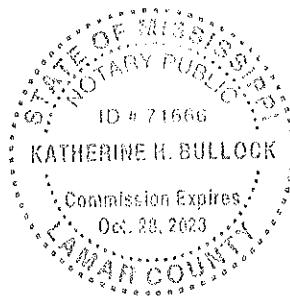
The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 6th day of September 2022.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton
CITY CLERK

Published
September 8, 15, 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: 714 Published 1 times

Date 1st Published: Sept 15 Amt: 85.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 85.68

Proof of Publication Fee: 3.00

TOTAL: 88.68

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th day of September, 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 - Resolution 2022-92 to publish
☐ Invoice #: _____
☐ Inv. Cr/Mld: _____
☐ Pymt Rec'd: _____
☐ POP sent: _____

COH - Resolution 2022-92 to publish

NOTARY PUBLIC

ID # 71666

KATHERINE H. BULLOCK

Commission Expires

Oct. 20, 2023

LAMAR COUNTY

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. 2022-92, duly adopted and approved by the City Council of the City of Hattiesburg on August 16, 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 Gen Gov't Insurance/Other Serv Other Services & Charges:

Original Balance: \$2,527,380; Cumulative Amendments: \$405,000; Amended Budget: \$2,932,380; Adjust budget for legal fees and property liability insurance.

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Department Supplies & Expenses:

Original Balance: \$739,513; Cumulative Amendments: \$77,516; Amended Budget: \$817,029; Adjust budget for gas and oil.

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Department Other Services & Charges:

Original Balance: \$647,798; Cumulative Amendments: \$530,761; Amended Budget: \$1,178,559; Adjust budget for electricity line item.

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Contractual Services Other Services and Charges:

Original Balance: \$1,005,000; Cumulative Amendments: \$150,000; Amended Budget: \$1,155,000; Adjust budget for jail expense.

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Streets Division Supplies & Expenses:

Original Balance: \$324,800; Cumulative Amendments: \$58,500; Amended Budget: \$383,300; Adjust budget for fuel expenses.

Section 6. That the following budget amendments are hereby authorized to be made in the City's General Fund Shop Department Other Services & Charges:

Original Balance: \$45,800; Cumulative Amendments: \$7,100; Amended Budget: \$52,900; Adjust budget for electricity expense.

Section 7. That the following budget amendments are hereby authorized to be made in the City's General Fund Health Department Other Services & Charges:

Original Balance: \$129,700; Cumulative Amendments: \$14,000; Amended Budget: \$143,000; Adjust budget for fuel expenses.

Section 8. That the following budget amendments are hereby authorized to be made in the City's General Fund Cemetery Department Other Services & Charges:

Original Balance: \$62,001; Cumulative Amendments: \$10,000; Amended Budget: \$72,001; Adjust budget for outside tree service contract.

Section 9. That the following budget amendments are hereby authorized to be made in the City's Recreation Maintenance Department Supplies & Expense:

Original Balance: \$342,800; Cumulative Amendments: \$44,826; Amended Budget: \$387,626; Adjust budget for fuel expenses.

Section 10. That the following budget amendments are hereby authorized to be made in the City's Recreation Admin Department Supplies & Expense:

Original Balance: \$455,292; Cumulative Amendments: \$47,300; Amended Budget: \$502,592; Adjust budget for electricity expense.

Section 11. That the following budget amendments are hereby authorized to be made in the City's Water Transmission Department Other Services & Charges:

Original Balance: \$1,887,300; Cumulative Amendments: \$491,500; Amended Budget: \$2,378,800; Adjust budget for streets and structures.

Section 12. That the following budget amendments are hereby authorized to be made in the City's Infrastructure Improvements-Internet Sales Tax Capital Outlays:

Original Balance: \$2,900,000; Cumulative Amendments: \$766,560; Amended Budget: \$3,666,560; Adjust budget for additional projects.

Section 13. That the following budget amendments are hereby authorized to be made in the City's Special Sales Tax-Parks/Rec/USM Improvements Other Services & Charges:

Original Balance: \$1,496,500; Cumulative Amendments: \$250,000; Amended Budget: \$1,746,500; Adjust budget for increase in revenue projection.

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 Councilmember Delgado, seconded by Councilmember Brown and was adopted by the following roll call votes, to wit: Yeas:

George, Delgado, Carroll, Ware, Brown

Absent: None

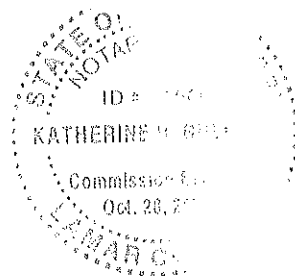
Nays: None

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 16th day of August, 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 16th day of August, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor
Published September 15, 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: 404 Published 1 times

Date 1st Published: Sept 15 Amt: 48.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 48.48

Proof of Publication Fee: 3.00

TOTAL: 51.48

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 - 79 Dixie Pine Road
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

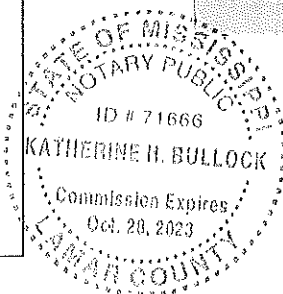
NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Steven & Zandra Heilmeier, 14905 Si-
loway Farm Place, Waldorf, MD 20601; 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 anno-
tated and amended, the City Council of the City
of Hattiesburg will hold a public hearing at
4:00 p.m. on Monday, October 3, 2022, Hat-
tiesburg, 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 pur-
suant to the aforesaid statute. The City of Hat-
tiesburg may then adjudicate the costs plus
penalty of cleaning said property and the costs
may become assessment against the prop-
erty, which shall be a lien against said property
all as provided by statute, to wit:

PARCEL: 2-0381-22-122.00, PPIN: 11091, 79
Dixie Pine Road, Hattiesburg, MS, 39401, and
better described as: A strip of land 128 feet in
width across the East end of Lot 1, Block 2 of
the D. E. McInnis Survey or subdivision of the
East half of the East half of Section 22, Town-
ship 4 North, Range 12 West, Forrest County,
Mississippi, more particularly described as be-
ginning at the Southeast corner of said Lot 1
for the place of beginning and thence West
along the Southerly boundary of said lot for
128 feet; thence run North parallel with the
East boundary of said lot a distance of 330
feet; thence run East along the North bound-
ary of said lot a distance of 128 feet to the
Northeast corner of said lot; thence run South
on the East boundary of said lot a distance of
330 feet to the Southeast corner of said lot to
the place of beginning, together with all im-
provements thereon and appurtenances
thereunto belonging.

Published September 15, 2022



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 305 Published 1 times

Date 1st Published: Sept 15 Amt: 36.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.60

Proof of Publication Fee: 3.00

TOTAL: 39.60

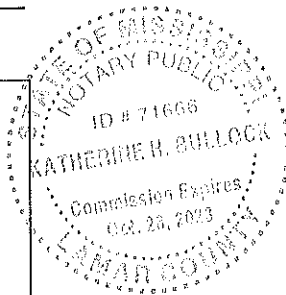
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine R. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH -117 Montague Street
- ☐ 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: Lewis W. & Aretha A. McCall, 117 Montague 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 Monday, October 3, 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: 2-029F-04-163.00, PPIN: 20773, 117 Montague Street, Hattiesburg, MS, 39401, and better described as: Lot Two (2), Block Two (2) of A. A. Montague Addition to 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, together with all improvements thereon and appurtenances thereunto belonging.

Published September 15, 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: 324 Published 1 times

Date 1st Published: Sept 15 Amt: 38.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.88

Proof of Publication Fee: 3.00

TOTAL: 41.88

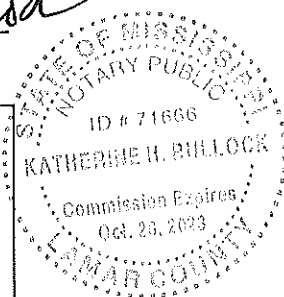
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 - 135 East 7th Street
- ☐ 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: Charles J. & Maxine K. Harris, 135 E 7th
Street, Hattiesburg, MS 39401; and all un-
known persons claiming any right, title or in-
terest in or to the hereinafter described
property.

PLEASE TAKE NOTICE PURSUANT TO §21-
19-11 of the Mississippi Code of 1972, as anno-
tated and amended, the City Council of the City
of Hattiesburg will hold a public hearing at
4:00 p.m. on Monday, October 3, 2022, Hat-
tiesburg, 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 pur-
suant to the aforesaid statute. The City of Hat-
tiesburg may then adjudicate the costs plus
penalty of cleaning said property and the costs
may become assessment against the prop-
erty, which shall be a lien against said property
all as provided by statute, to wit:

PARCEL: 2-0296-03-328.00, PPIN: 19004,
135 East 7th Street, Hattiesburg, MS, 39401,
and better described as: The East Half of Lot
Seven (7), Block 110 of the Kamper and Whin-
nery Subdivision Number Two in the City of
Hattiesburg, County of Forrest, State of Mis-
sissippi, as per the map or plat thereof on file
in the office of the Chancery Clerk of Forrest
County, Mississippi, being a part of Section 3,
Township 4 North, Range 13 West, in the
County of Forrest, State of Mississippi.

Published September 15, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 311 Published 1 times

Date 1st Published: Sept 15 Amt: 37.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.32

Proof of Publication Fee: 3.00

TOTAL: 40.32

(signed) Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine 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: Louis & Barbara R. Hilton, 205 Columbia 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 Monday, October 3, 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

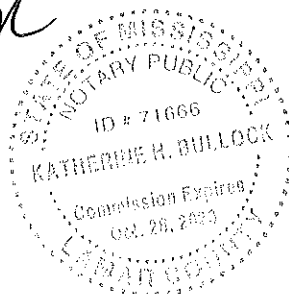
all as provided by statute, to wit:

PARCEL: 2-029F-04-176.00, PPIN: 20769, 205 Columbia Street, Hattiesburg, MS, 39401, and better described as: Lots Eight (8), Nine (9) and Ten (10) of Block One (1) of the A. A. MONTAGUE'S ADDITION to 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, together with all improvements thereon and appurtenances thereunto belonging.

Published September 15, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 205 Columbia Street
- ☐ 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: 473 Published 1 times

Date 1st Published: Sept 15 Amt: 56.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 56.76

Proof of Publication Fee: 3.00

TOTAL: 59.76

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 - 207 Martin Luther King Avenue
- ☐ 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: Michael & Willie Smith Harvey, 320 Venetian Way, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, October 3, 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: 2-038C-16-185.00, PPIN: 21797, 207 Martin Luther King Avenue, Hattiesburg, MS, 39401, and better described as: All of Lot 1, and part of Lot 2, in Block 3, of the D.D. McInnis Subdivision of Block 1, of the D.D. McInnis Third Survey and of a vacated Buena Vista Avenue, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit: Commencing at the Southeast corner of Lot 1 in said Block and Survey, thence run Southerly along West side of Francis Street or Avenue for a distance of 12.8 feet, thence run at an interior angle of 82 degrees and 35 minutes and run westerly 92 feet to the center of vacated Buena Vista Avenue or Street, thence run Northerly along center line of said vacated Avenue for a distance of 216 feet to the Westerly side of Francis Avenue, thence run Southwesterly along the West side of Francis Avenue for a distance of 194.2 feet to the point of the beginning, together with all improvements and appurtenances thereunto belonging. All of said land being in and forming part of Section 16, Township 4 North, Range 13 West, in Forrest County, Mississippi, the same being 16th section leasehold property for the unexpired portion of a 99 year lease.

Published September 15, 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: 350 Published 1 times

Date 1st Published: Sept 15 Amt: 42.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.00

Proof of Publication Fee: 3.00

TOTAL: 45.00

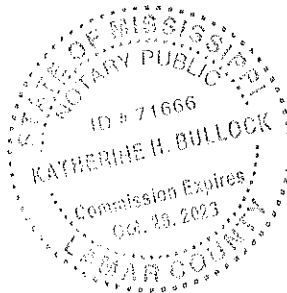
(signed) Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 -213 West 7th Street
- ☐ 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: Artemis Taylor, LLC., P.O. BOX 850001,
Orlando, FL 32885; 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 anno-
tated and amended, the City Council of the City
of Hattiesburg will hold a public hearing at
4:00 p.m. on Monday, October 3, 2022, Hat-
tiesburg, 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 pur-
suant to the aforesaid statute. The City of Hat-
tiesburg may then adjudicate the costs plus
penalty of cleaning said property and the costs
may become assessment against the prop-
erty, which shall be a lien against said property
all as provided by statute, to wit:

PARCEL: 2-029F-04-111.00, PPIN: 20013,
213 West 7th Street, Hattiesburg, MS, 39401,
and better described as: Part of Lot 3 in Block
1 of the Love and St. John Subdivision of Lot 7
Block 171 of the City Survey of the City

of Hattiesburg, and described as follows to-
wit: Begin at the West corner of the intersec-
tion of Phillips Street with West 7th Street and
run 100 feet West along 7th Street to a Point
of Beginning; thence run at right angles south
187.5 feet parallel to Phillips Street, thence run
West 57 feet, thence run North 187.5 feet;
thence run 57 feet East along West 7th Street
to the Point of Beginning.

Published September 15, 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: 399 Published 1 times

Date 1st Published: Sept 15 Amt: 47.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 47.88

Proof of Publication Fee: 3.00

TOTAL: 50.88

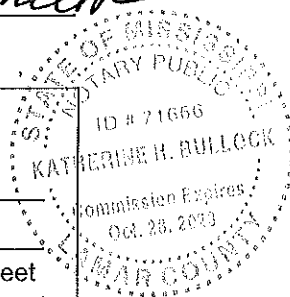
(signed) Christina Preece
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 -215 West 7th Street
- ☐ 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: Carolyn Elizabeth Landrum Moore and
Phillip Dwayne Landrum, 215 West 7th 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 Monday, October 3, 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: 2-029F-04-110.00, PPIN: 20014, 215 West 7th Street, Hattiesburg, MS, 39401, and better described as: Lot Four (4) in Block One (1) of the Love and St. John Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, being a subdivision of Block 3, 4, and 5 of the F. F. Phillips Subdivision of Lot 7 in Block 171 of the Crittenden Survey of the City of Hattiesburg, said survey being a party of the Southwest Quarter of the Southwest Quarter (SW 1/4 OF THE SW 1/4) of Section 4, Township 4 North, Range 13 West, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging, the property hereby conveyed being also otherwise described as Municipal Number 215 West 7th Street in the City of Hattiesburg, Forrest County, Mississippi.

Published September 15, 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: 335 Published 1 times

Date 1st Published: Sept 15 Amt: 40.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 40.20

Proof of Publication Fee: 3.00

TOTAL: 43.20

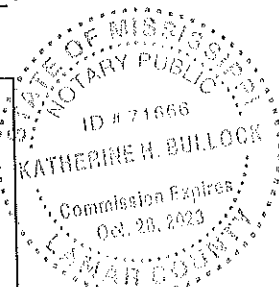
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 - 217 West 7th Street
- ☐ 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: Irma Lee Landrum, 217 West 7th 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 §21-10-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, October 3, 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: 2-029F-04-109.00, PPIN: 20015, 217 West 7th Street, Hattiesburg, MS. 39401, and better described as: Lot Five (5) in Block One (1) of the Love and St. John Survey or Addition to the City of Hattiesburg, being a subdivision of Blocks 3, 4, and 5 of the F. F. Phillips Subdivision of Lot Seven (7) of Block 171 of the Critenden Survey of the City of Hattiesburg, said survey being a party of the Southwest Quarter of the Southeast Quarter of Section 4, Township 4 North, Range 13 West, together with the improvements and appurtenances thereunto belonging.

Published September 15, 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: 350 Published 1 times

Date 1st Published: Sept 15 Amt: 42.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.00

Proof of Publication Fee: 3.00

TOTAL: 45.00

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 - 518 Southern Avenue
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

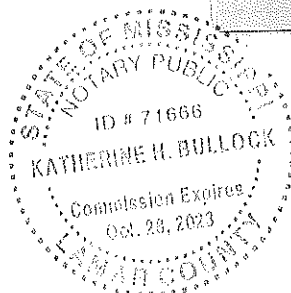
NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Peggy Hudson Fisher, 518 Southern
Avenue, Hattiesburg, MS 39401; and all un-
known persons claiming any right, title or in-
terest in or to the hereinafter described
property.

PLEASE TAKE NOTICE PURSUANT TO §21-
19-11 of the Mississippi Code of 1972, as anno-
tated and amended, the City Council of the City
of Hattiesburg will hold a public hearing at
4:00 p.m. on Monday, October 3, 2022, Hat-
tiesburg, 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 pur-
suant to the aforesaid statute. The City of Hat-
tiesburg may then adjudicate the costs plus
penalty of cleaning said property and the costs
may become assessment against the prop-
erty, which shall be a lien against said property
all as provided by statute, to wit:

PARCEL: 2-0290-10-121.00, PPIN: 18662,
518 Southern Avenue, Hattiesburg, MS, 39401,
and better described as: Begin at the South-
west corner of Lot 10, Block 73 of the Kamper
& Whinnery's No. 1 Subdivision of the City of
Hattiesburg, Forrest County, Mississippi, and
run East 50 feet to and for a point of begin-
ning, run thence North 200 feet, run thence
East 50 feet, run thence South 300 feet, run
thence West along the northern boundary of
Southern Avenue 50 feet back to the point of
beginning, and being part of Lots 9 and 10,
Block 73, Kamper & Whinnery Subdivision No.
1, Hattiesburg, Forrest County, Mississippi, to-
gether with all improvements and appurte-
nances thereunto belonging.

Published September 15, 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: 337 Published 1 times

Date 1st Published: Sept 15 Amt: 40.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 40.44

Proof of Publication Fee: 3.00

TOTAL: 43.44

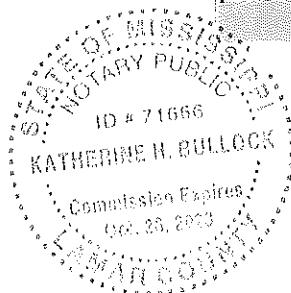
(signed) Christina Perce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 - 1116 Ida Avenue
- ☐ 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: Hollie & Katherine Hudson, 1116 Ida Avenue, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, October 3, 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: 2-038X-21-036.00, PPIN: 27381, 1116 Ida Avenue, Hattiesburg, MS, 39401, and better described as: Commence at the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter, Section 21, Township 4 North, Range 13 West, Forrest County, Mississippi, and run thence South for 3/8 feet to and for the point of beginning; from said point of beginning, continue South for 60 feet, thence run East for 75 feet, thence run North for 60 feet, thence run West for 75 feet, back to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

Published September 15, 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: 534 Published 1 times

Date 1st Published: Sept 15 Amt: 67.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 67.08

Proof of Publication Fee: 3.00

TOTAL: 70.08

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 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 - HPC October PN
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by John Hammond, Applicant, and Joel Ford, Engineer, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 6, Table 6.1 "Minimum Front Setback" for B-3, "30 feet"; and instead allow a setback of nineteen (19) feet for a variance of eleven (11) feet along Hardy Street and to request a variance from section 7, Table 7.11-2 "Zoning Buffer Requirements" for B-3 adjacent to residentially zoned properties of "30 feet"; and instead allow a zoning buffer of ten (10) feet for a variance of twenty (20) feet for a proposed new building at 3300 Hardy Street (Parcel No. 2-028N-07-113.00, 2-028N-07-112.00 and PPIN 26484, 26485, Forrest County, Ward 3). Said property being more particularly described as follows, to-wit:

0.24 Acre Parcel Legal Description (PPIN 26484)

The part of the W 1/2 of the NW 1/4 of SE 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, being more particularly described as commencing at the Northwest corner of the NW 1/4 of the SE 1/4 of said Section and run thence South for a distance of 40 feet and run thence East for a distance of 200.2 feet to and for the P.O.B. of the parcel of real property hereby conveyed; from said P.O.B. run thence East and along the South line of Hardy Street for a distance of 74.5 feet; run thence South for a distance of 135 feet; run thence West for a distance of 74.5 feet; and run thence North for a distance of 135 feet to the P.O.B. on the South line of Hardy Street; together with all improvements thereon and appurtenances thereunto belonging.

0.25 Acre Parcel Legal Description (PPIN 26485)

A parcel of land located in the W 1/2 of the NW 1/4 of the SE 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, being more particularly described as follows: Commence at the NW corner of Lonsdale Subdivision, said point being 40 feet South of the NW corner of the NE 1/4 of the SE 1/4 of said Section 7; thence South 89°57'13" East for 349.65 feet to and for the Point of Beginning, said point being on the South right of way of Hardy Street; thence South for 142.65 feet; thence North 89°57'13" West for 75.00 feet; thence North for 142.65 feet to the South right of way of Hardy Street; thence South 89°57'13" East along said South right of way for 75.00 feet back to the Point of Beginning.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., October 5th, 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 8th day of September 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
(SEAL)

Published September 15, 2022

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 325 Published 1 times

Date 1st Published: Sept 15 Amt: 39.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.00

Proof of Publication Fee: 3.00

TOTAL: 42.00

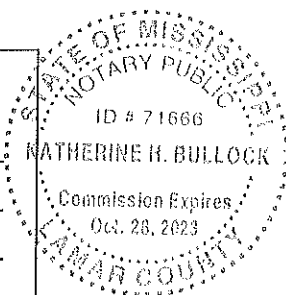
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of September, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Public Notice HPC October 2022
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Mike Bonner, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification of property at 2703 Oak Grove Road from Section 4.510 B-3 Community Business District to Section 4.512 B-5 Regional Business District (Parcel No. 056E-14-023.000, PPIN 15880, Lamar County, Ward 3). Said property being more particularly described as follows, to-wit:

Commencing at the Northwest Corner of the Southeast Quarter, Southwest Quarter, Section 14, Township 4 North, Range 14 West, Lamar County, Mississippi, thence run North 89 degrees 20 minutes East along the North boundary of said Southeast Quarter, Southwest Quarter for 1,232.8 feet to the West R.O.W. of the Hattiesburg-Oak Grove Public Road to and for a point of beginning, thence run South 21 degrees 40 minutes West along said boundary of said road for 306.5 feet, thence run North 72 degrees 00 minutes West 206.1 feet, thence run South 76 degrees 56 minutes West for 50 feet, thence run North 08 degrees 05 minutes East for 231 feet to the North Boundary of said Southeast Quarter, Southwest Quarter, thence run North 89 degrees 20 minutes East along said North boundary for 325 feet back to the Point of Beginning, and located in the Southeast Quarter, Southwest Quarter, Section 14, Township 4 North, Range 14 West, Lamar County, Mississippi.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., October 5th, 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 8th day of September 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kemas Eaton
CITY CLERK
(SEAL)

Published September 15, 2022

HUB CITY SPOKES

— A PUBLISHING COMPANY —

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS
Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg
ATTN: Cecilia Jones
P.O. Box 1898
Hattiesburg, MS 39403-1898

Month Ending	Invoice #
9/30/2022	100751



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.
10/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
9/29/2022	Legal Notices - General Obligation Bond	2220 words		488.40		488.40
9/29/2022	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 \$491.40

Payments/Credits \$0.00

Phone #	Fax #	Questions? E-Mail:
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly 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: 2220 Published 2 times

Date 1st Published: Sept 22 Amt: 266.40

Date 2nd Published: Sept 29 Amt: 222.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 488.40

Proof of Publication Fee: 3.00

TOTAL: 491.40

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 29th
day of September, 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 - General Obligation Bonds
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

NOTICE OF BOND SALE

\$5,500,000
GENERAL OBLIGATION BONDS
SERIES 2022 OF THE
CITY OF HATTIESBURG, MISSISSIPPI

Sealed proposals will be received by the City Clerk of the City of Hattiesburg, Mississippi, in his office in the City Hall located at 200 Forrest Street, Hattiesburg, Mississippi, until the hour of 4:00 o'clock p.m. on the 4th day of October, 2022 for subsequent presentation to the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), in its meeting place in the City Hall in the City of Hattiesburg, Mississippi at a meeting scheduled for 5:00 o'clock p.m. on said date, at which time said bids will be publicly read, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Five Million Five Hundred Thousand Dollars (\$5,500,000) principal amount General Obligation Bonds, Series 2022, of the City (the "Bonds").

The Bonds will be dated the date of delivery thereof, will be delivered in the denomination of One Thousand Dollars (\$1,000) each, or integral multiples thereof up to the amount of a single maturity, will be numbered from one upward; will be issued in fully registered form; and will bear interest from the date thereof at the rate or rates offered by the successful bidder in its bid, payable on May 1 and November 1 in each year (each an "Interest Payment Date"), commencing November 1, 2023, at the rates or rates of interest specified in the bid submitted by the successful bidder in accordance with this Notice of Bond Sale.

The Bonds will be issued in registered form. If desired and requested by the successful bidder, the Bonds may be initially issued under a book-entry system maintained by The Depository Trust Company, New York, New York ("DTC"), and if requested, shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Bonds. As long as the Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Bonds and notices shall be made and given, respectively, to DTC. In the event that the successful bidder chooses that the Bonds not be issued under a book-entry system, the Bonds will be held by the successful bidder.

The Bonds will mature serially on November 1 in each year and in the principal amounts as follows:

YEAR AMOUNT
2023 \$1,314,000
2024 1,355,000
2025 1,395,000
2026 1,436,000

Interest will be calculated using a 360-day year based on twelve 30-day months.

The Bonds shall be subject to optional redemption by the City prior to their stated dates of maturity, at any time, at par, plus accrued interest to the date of redemption.

The Bonds are being issued pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented and Senate Bill 2514 of the 2022 Regular Session of the Mississippi Legislature (together, the "Act"), to raise money for the purpose of providing funds for the purposes set forth herein, including, but not limited to, (i) erecting municipal buildings, armories, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing build-

ings or land therefor, and for repairing, improving, adorning and equipping the same; (ii) erecting, equipping and furnishing of buildings to be used as a municipal or civic arts center; (iii) purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; and (v) for any other authorized purposes under the Act, including paying the costs of borrowing (collectively, the "Project").

The Bonds will be general obligations of the City secured by the full faith, credit and resources of the City and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be

levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City. The City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds, or has made other provisions for funds, including funds available pursuant to Senate Bill 2514 of the 2022 Regular Session of the Mississippi Legislature, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution.

The City does NOT designate the Bonds as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

The City has authorized the Mayor and the City Clerk to appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder. The Paying and Transfer Agent shall be a bank or trust company with a main office or branch located within the State of Mississippi. Provided, however, that the City Clerk may be designated as the initial Paying Agent. The Paying Agent and/or Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued.

The successful bidder must deliver to the Transfer Agent within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, the names and addresses of the Registered Owner of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information to the Transfer Agent by the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder.

Both principal of and interest on the Bonds will be payable by check or draft mailed on the Interest Payment Date to Registered Owner of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the Transfer Agent. Payment of principal at maturity shall be conditioned on the presentation and surrender of the Bonds at the principal office

be included, to the extent applicable, in rate or rates of interest proposed by the bidder. The net interest cost will be determined by computing the aggregate interest on Bonds over the life of the issue at the rates of interest specified by the bidder, less premium offered, if any. It is requested that each proposal be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement not be considered a part of the proposal.

The Governing Body reserves the right to reject any and all bids submitted and waive any irregularity or informality. All bids shall be submitted on the Official Bid Form which may be obtained from the City Clerk of Hattiesburg, Mississippi, 201 Second Street, Hattiesburg, Mississippi 39429, telephone: (601) 736-8201, and the City's Municipal Advisor (the "Municipal Advisor Government Consultants, Inc., 116 Village Boulevard, Madison, Mississippi 39110, telephone: (601) 982-0005, attention: Mr. N. Schorr.

The obligation of the purchaser to purchase and pay for the Bonds is conditional on the delivery, at the time of settlement of the Bonds, of the following: (1) the approval of legal opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, to the effect that the Bonds constitute valid and legally binding obligations of the City payable from a secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City to the effect that the interest on the Bonds is exempt from Federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986; and (2) the delivery of certificates in form and tenor satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds. A copy of said approving legal opinion will appear on or accompany the Bonds; and (3) the delivery of an Issue Price Certificate to be prepared by Bond Counsel certifying the price paid by the purchaser to acquire the Bonds.

It is anticipated that CUSIP identification numbers will not be secured and printed on the Bonds, however, if the successful purchaser request or requires a CUSIP identification, the City reserves the right to secur-

The Bonds will be transferable only upon the records of the City maintained by the Transfer Agent.

No Bond shall bear more than one (1) rate of interest. Each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid. All Bonds of the same maturity shall bear the same rate of interest from their date to maturity. The lowest rate of interest specified for any of the Bonds shall not be less than seventy percent (70%) of the highest rate of interest specified for any of the Bonds; and the highest rate of interest specified for any of the Bonds shall not exceed eleven percent (11%) per annum. Each interest rate specified in any bid must be in multiples of one-eighth of one percent ($1/8$ of 1%) or in multiples of one-tenth of one percent ($1/10$ of 1%) and a zero rate of interest cannot be named.

ALL BIDS MUST BE ENCLOSED IN A SEALED ENVELOPE AND SHOULD BE ADDRESSED TO THE MAYOR AND CITY COUNCIL AT ITS OFFICES LOCATED AT CITY HALL, 200 FORREST STREET, HATTIESBURG, MISSISSIPPI, AND SHOULD BE PLAINLY MARKED ON THE OUTSIDE, IN SUBSTANCE, "BID FOR GENERAL OBLIGATION BONDS, SERIES 2022, OF THE CITY OF HATTIESBURG, MISSISSIPPI" AND SHOULD BE FILED WITH THE CITY CLERK ON OR PRIOR TO THE DATE AND HOUR HEREIN ABOVE NAMED.

Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the City of Hattiesburg, Mississippi, in the amount of One Hundred Ten Thousand Dollars (\$110,000.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. All proposals shall remain firm for three hours after the time specified for the opening of proposals and an award of the Bonds, or rejection of proposals, will be made by the City within said period of time.

The Bonds are to be sold at not less than \$5,500,000 aggregate par plus interest on the Bonds accrued to the date of delivery, if any, and the award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City. The City will not be responsible for the payment of administrative fees, origination fees, documents fees, legal fees, or any other fees of the successful bidder. Any such fees shall

in relation to the printing of CUSIP number on the Bonds, if applicable shall be paid for by the City; provided, however, that the CUSIP Global Services charge for the assignment of said numbers shall be paid for by the successful bidder if required.

The Bonds shall be sold to a purchaser without a view for distributing said Bonds. The purchaser of said Bonds shall be required to execute a certification at closing to the effect that the Bonds are being purchased for the account of the purchase without the intent to distribute. Based on the foregoing, the Bonds will be exempt from the annual continuing disclosure requirements set forth in 17 CFR § 240.15c 2-12.

AN OFFERING DOCUMENT WILL NOT BE PREPARED IN CONNECTION WITH THE SALE AND ISSUANCE OF THE BONDS.

By order of the Mayor and City Council of the City of Hattiesburg, Mississippi, on September 6, 2022.

/s/ Kermas Eator
CITY CLERK

Published September 22, 29, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 18, 2022

Re: Acknowledge receipt of various recorded deeds for the conveyance of property related to the Gordon Creek Commons project as detailed in the attached list.
File Number: 2022-773
Minute Book #

Summary

Acknowledge receipt of various recorded deeds for the conveyance of property related to the Gordon Creek Commons project as detailed in the attached list.

Recommendation Statement

I recommend approval of this item.

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

Jackson, Tullos & Rogers, PLLC

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

Joseph R. Tullos, Partner
E-mail: jtullos@jacksonfirm.com
Telephone: (601) 264-3309

Mailing Address:
P.O. Box 15517
Hattiesburg, MS 39404-5517

September 28, 2022

VIA HAND DELIVERY

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

Re: Gordon Creek Commons

Dear Mr. Rutland:

Please find enclosed the following recorded deeds.

1. Warranty Deed from Katmon Industries, LLC – Book 1398 Pages 325-329;
2. Warranty Deed from Kevine Fant – Book 1398 Pages 330-334; and
3. Warranty Deed from Newton Family Investments, LLC – Book 1398 Pages 335-338.

Should you have any questions, please call me.

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC



Joseph R. Tullos

JRT/dw



DEED

Bk:1398 Page:335-338

RCD: 07/11/2022 @ 4:35:22:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Newton Family Investments, LLC

312 3rd Avenue

Hattiesburg, Mississippi 39401

Phone: 601-583-9188

COVER PAGE FOR WARRANTY DEED

**INDEXING INSTRUCTIONS: Block 2,
and the vacated alleys adjacent to said
block, of the J.F. Long Subdivision of
Block 173 of the D.H. McInnis First
Survey of the City of Hattiesburg,
Forrest County, Mississippi**

NEWTON FAMILY INVESTMENTS, LLC
PARCEL 44390



Grantee, prepared by and return	Grantor Address:
City of Hattiesburg, Mississippi	Newton Family Investments, LLC
200 Forrest Street	312 3 rd Avenue
Post Office Box 1898	Hattiesburg, Mississippi 39401
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone:

WARRANTY DEED

**INDEXING INSTRUCTIONS: Block 2,
and the vacated alleys adjacent to said
block, of the J.F. Long Subdivision of
Block 173 of the D.H. McInnis First
Survey of the City of Hattiesburg,
Forrest County, Mississippi**

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, Newton Family Investments, LLC, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land: A part of Block 2, and the vacated alleys adjacent to said block, of the J.F. Long Subdivision of Block 173 of the D.H. McInnis First Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 21.88" and using grid distances with a combined factor of 0.999970698 (determined at a metal pipe found at the NW corner of Lot 5 Block 1 of said J.F. Long Subdivision):

COMMENCE AND BEGIN at a metal pipe found at the NW corner of Lot 5 Block 1 of the J.F. Long Subdivision of Block 173 of the D.H. McInnis First Survey of the City of Hattiesburg, said point having grid coordinates of N = 664134.73, E = 840461.19; thence run North 00 degrees 13 minutes 41 seconds East along the west line of a vacated alley adjacent to said Block 2 of J.F. Long Subdivision for a distance of 150.00 feet to an iron pin set on the south line of McInnis St.; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 20.00 feet to an iron pin set on the east line of said vacated alley; thence run South 57 degrees 53 minutes 59 seconds East for a distance of 281.96 feet to an iron pin set on the north line of that property described in Deed Book 826 Page 290; thence run North 89 degrees 33 minutes 39 seconds West along said north line for 91.55 feet to an iron pin found; thence run South 89 degrees 42 minutes 16 seconds West along the north line of that property described in Deed Book 1285 Page 532, for a distance of 167.91 feet back to the Point of Beginning. Said parcel contains 20,858 square feet, or 0.48 acres, more or less.

The grantor herein further warrants that the above described property is not homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, its Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the 1 day of June A.D. 2022.

NEWTON FAMILY INVESTMENTS, LLC, GRANTOR

Signature [Signature]
By: George J. Newton, III
Its: Co-Manager

Signature [Signature]
By: Sharron S. Newton
Its: Co-Manager

STATE OF FLORIDA
COUNTY OF Walton

Personally appeared before me, the undersigned authority in and for said county and state, on this, 1st day of June, 2022, within my jurisdiction, the within-named **George J. Newton, III**, who acknowledged that he/she is the manager of Newton Family Investments, LLC, a Mississippi Limited Liability Company, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
(NOTARY PUBLIC)

My commission expires: 02/17/23



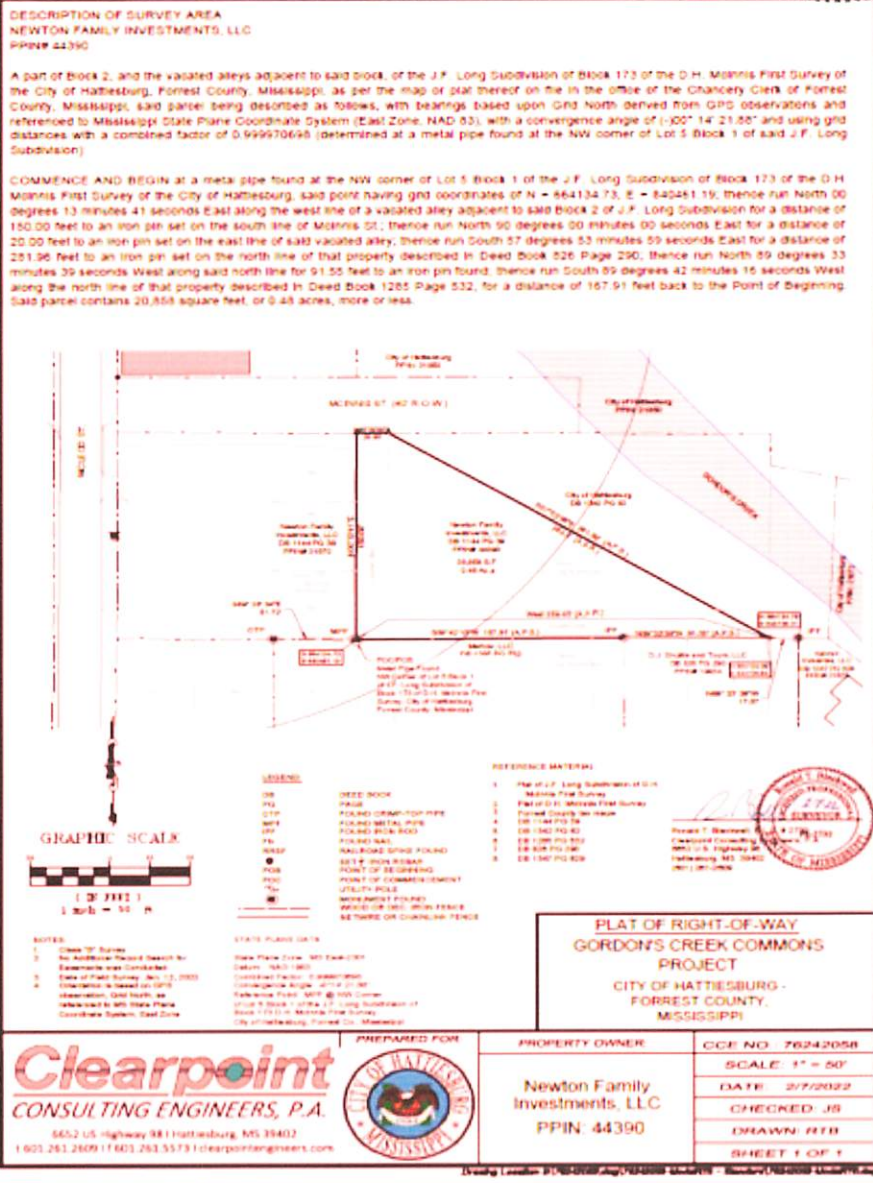
STATE OF FLORIDA
COUNTY OF Walton

Personally appeared before me, the undersigned authority in and for said county and state, on this, 1 day of June, 2022, within my jurisdiction, the within-named **Sharron S. Newton**, who acknowledged that he/she is the manager of Newton Family Investments, LLC, a Mississippi Limited Liability Company, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]

My commission expires:

02/17/23



Initial _____

NEWTON FAMILY INVESTMENTS, LLC
 PARCEL 44390



DEED

Bk:1398 Page:330-334

RCD: 07/11/2022 @ 4:32:52:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Kevin Fant

255 McLeod Street

Hattiesburg, Mississippi 39401

Phone: 601-582-0406

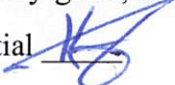
WARRANTY DEED

**INDEXING INSTRUCTIONS: Block
171 of the D.H. McInnis First Survey
of the City of Hattiesburg, Forrest
County, Mississippi, as per the map or
plat thereof on file in the office of the
Chancery Clerk of Forrest County,
Mississippi**

STATE OF MISSISSIPPI

COUNTY OF FORREST

WHEREAS, the grantor herein, Kevin Fant, is the owner of certain property as described below and desires to dedicate said property to the City of Hattiesburg for public use;

NOW THEREFORE, for and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, Kevin Fant, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a
Initial 

KEVIN FANT
PARCEL 21852

political subdivision of the State of Mississippi, the following described land:

A part of Block 171 of the D.H. McInnis First Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 21.88''$ and using grid distances with a combined factor of 0.999970698 (determined at a metal pipe found at the NW corner of Lot 5 Block 1 of J.F. Long Subdivision of the D.H. McInnis First Survey of the City of Hattiesburg):

Commence at a chiseled "X" found at the SW corner of Block 173 of the D.H. McInnis First Survey of the City of Hattiesburg, said point having grid coordinates of N = 663988.47, E = 840310.99; thence run North 00 degrees 11 minutes 50 seconds East along the eastern right-of-way of McLeod St. for a distance of 337.46 feet to the SW corner of Block 171 of said D.H. McInnis First Survey; thence continue North 00 degrees 11 minutes 50 seconds East along said right-of-way for a distance of 69.00 feet to an iron pin set at the NW corner of that property described in Deed Book 1002 Page 331, to and for the POINT OF BEGINNING, having grid coordinates of N = 664394.93, E = 840312.39; thence continue North 00 degrees 11 minutes 50 seconds East along said right-of-way for a distance of 102.00 feet to an iron pin set at the SW corner of the City of Hattiesburg property (PPIN# 21853); thence run South 89 degrees 48 minutes 10 seconds East along said the south line of said property for a distance of 150.00 feet to an iron pin set on the west line of that City of Hattiesburg property described in Deed Book 1152 Page 33; thence run South 00 degrees 11 minutes 50 seconds West along the west line of said property for a distance of 102.00 feet to an iron pin set at the NE corner of that property described in Deed Book 1002 Page 331; thence run North 89 degrees 48 minutes 10 seconds West along the north line of said property for a distance of 150.00 feet back to the Point of Beginning. Said parcel contains 15,300 square feet, or 0.35 acres, more or less.

The grantor herein further warrants that the above described property is not homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all

Initial 

KEVIN FANT
PARCEL 21852

said improvements.

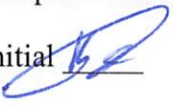
The grantor fully understands that he has the right to receive just compensation for the real property herein described be on an appraisal of said property. Grantor hereby waives his right to just compensation and donates the real property herein described to the City of Hattiesburg. Grantor further understands that he has the right to request that fair market value appraisal of the property be made and hereby waives that right.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued,

Initial 

KEVIN FANT
PARCEL 21852

accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the 31st day of May A.D. 2022.

Signature

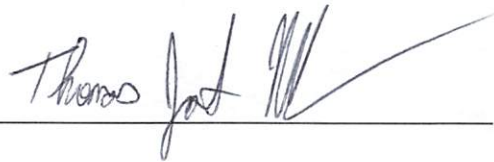

Kevin Fant

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of MAY, 2022, within my jurisdiction, the within named Kevin Fant, who acknowledged that he executed the above and foregoing instrument.





(NOTARY PUBLIC)

My commission expires: 10-21-2022

Initial



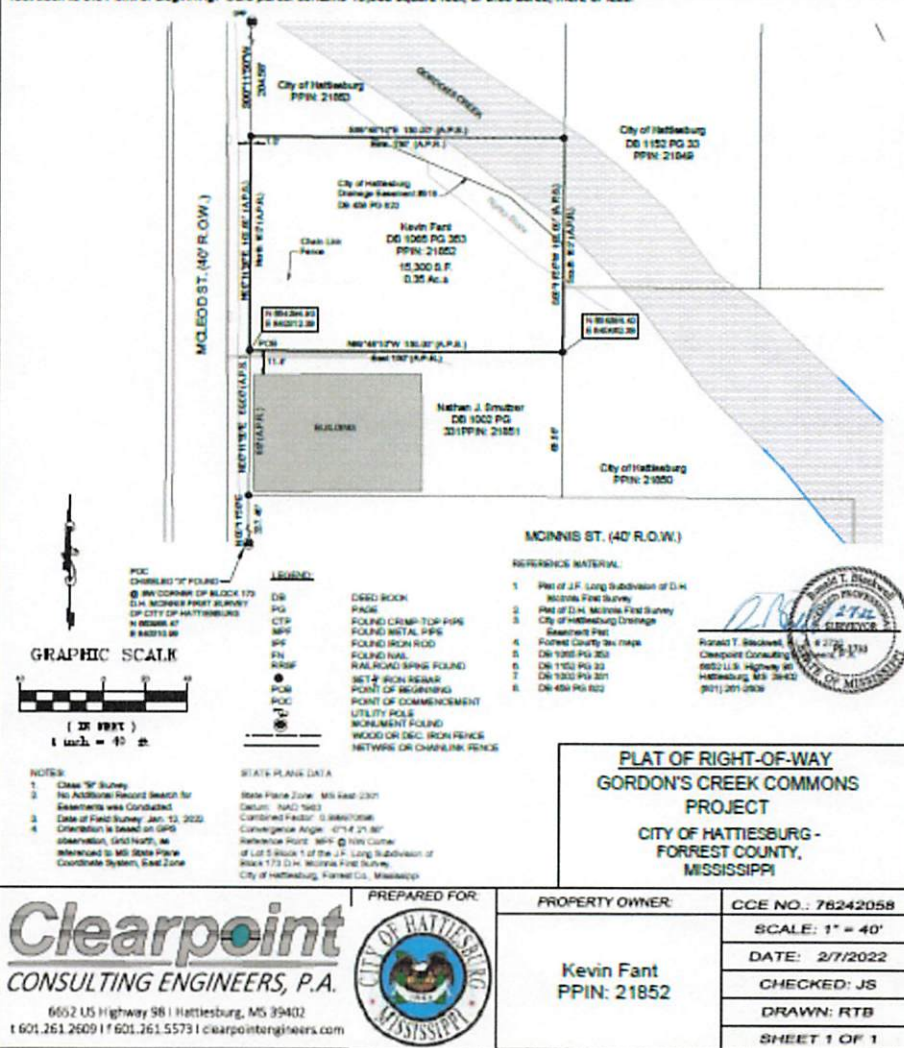
KEVIN FANT
PARCEL 21852

DESCRIPTION OF SURVEY AREA

KEVIN FANT
PPIN# 21852

A part of Block 171 of the D.H. McInnis First Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $\sim 00^{\circ} 14' 21.88''$ and using grid distances with a combined factor of 0.999970698 (determined at a metal pipe found at the NW corner of Lot 5 Block 1 of J.F. Long Subdivision of the D.H. McInnis First Survey of the City of Hattiesburg):

Commence at a chiseled "X" found at the SW corner of Block 173 of the D.H. McInnis First Survey of the City of Hattiesburg, said point having grid coordinates of N = 663988.47, E = 840310.99; thence run North 00 degrees 11 minutes 50 seconds East along the eastern right-of-way of McLeod St. for a distance of 337.46 feet to the SW corner of Block 171 of said D.H. McInnis First Survey; thence continue North 00 degrees 11 minutes 50 seconds East along said right-of-way for a distance of 69.00 feet to an iron pin set at the NW corner of that property described in Deed Book 1002 Page 331, to and for the POINT OF BEGINNING, having grid coordinates of N = 664394.93, E = 840312.39; thence continue North 00 degrees 11 minutes 50 seconds East along said right-of-way for a distance of 102.00 feet to an iron pin set at the SW corner of the City of Hattiesburg property (PPIN# 21853); thence run South 89 degrees 48 minutes 10 seconds East along said the south line of said property for a distance of 150.00 feet to an iron pin set on the west line of that City of Hattiesburg property described in Deed Book 1152 Page 33; thence run South 00 degrees 11 minutes 50 seconds West along the west line of said property for a distance of 102.00 feet to an iron pin set at the NE corner of that property described in Deed Book 1002 Page 331; thence run North 89 degrees 48 minutes 10 seconds West along the north line of said property for a distance of 150.00 feet back to the Point of Beginning. Said parcel contains 15,300 square feet, or 0.35 acres, more or less.



Initial

KEVIN FANT
PARCEL 21852



DEED

Bk:1398 Page:325-329

RCD: 07/11/2022 @ 4:27:33:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Katmon Industries, LLC

234 Woodstone Drive

Hattiesburg, MS 39402

Phone: 228-669-3835

WARRANTY DEED

INDEXING INSTRUCTIONS: *Part of
vacated Brunie Street, Block 173 of the
J.F. Long Subdivision of the D.H.
McInnis First Survey and a part of Lot
21 of Block 174 of the J.F. Long
Subdivision of the D.H. McInnis First
survey of the City of Hattiesburg,
Forrest County, Mississippi*

Initial MT

PARCEL 21875
KATMON INDUSTRIES, LLC

STATE OF MISSISSIPPI

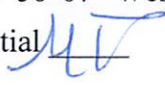
COUNTY OF FORREST

For and in consideration of SIXTEEN THOUSAND SIX HUNDRED FIVE and NO/100 Dollars (\$16,605.00) the receipt and sufficiency of which is hereby acknowledged, KATMON INDUSTRIES, LLC, the undersigned, hereby grant, bargain, sell, convey and warrant unto the CITY OF HATTIESBURG, Mississippi, a political subdivision of the State of Mississippi, the following described land:

A parcel of land being part of vacated Brunie Street, Block 173 of the J.F. Long Subdivision of the D.H. McInnis First Survey and a part of Lot 21 of Block 174 of the J.F. Long Subdivision of the D.H. McInnis First survey of the City of Hattiesburg, Forrest County, Mississippi having bearings based upon Grid North derived from GPS observations and referenced to Mississippi state plane coordinate system - East Zone, NAD 83, having a convergence angle of $(-)00^{\circ} 14' 22.77''$ and using grid distances with a combined factor of 0.999970534 (determined at the Point co Commencement) and being more particularly described as follows:

Commence at a chiseled "X" found marking the Southwest corner of Lot 47, Block 1, of the J.F. Long Subdivision of the D.H. McInnis First Survey of the City of Hattiesburg, said point having grid coordinates of N = 663988.47, E = 840310.99, thence run South $89^{\circ} 44' 58''$ East along the North right of way of Hardy Street for 434.10 feet to the intersection of the North right of way of Hardy Street and the West right of way of West Pine Street as described in Deed Book 518 at Page 60 on file in the Chancery Clerk office of Forrest County, Mississippi; thence North $43^{\circ} 17' 46''$ East along the Southeast boundary of Deed Book 518, Page 60 for 80.00 feet to a chiseled "X" found in concrete on the Northwest right of West Pine Street; thence North $43^{\circ} 17' 46''$ East along said right of way for 25.57 feet to a chiseled "X" set in concrete to and for the POINT OF BEGINNING, having grid coordinates of N = 664063.41, E = 840817.48; thence continue North $43^{\circ} 17' 47''$ East along said right of way for 19.00 feet a chiseled "X" found in brick pavers; thence leaving said right of way, run along the boundary of the City of Hattiesburg property designated as PPIN 21873 per Deed Book 515 at Page 640 on file in the office of the Chancery Clerk of Forrest County, Mississippi, for the following calls; thence North $42^{\circ} 58' 33''$ West for 35.00 feet to a point in Gordon's Creek; thence South $43^{\circ} 56' 07''$ West for 8.00 feet to a chiseled "X" found on a concrete rail; thence North $42^{\circ} 58'$

Initial



PARCEL 21875
KATMON INDUSTRIES, LLC

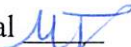
33" West for 61.97 feet; thence North 89° 45' 53" West for 20.52 feet to the center of vacated Bruni Street; thence South 00° 08' 29" East along the center of said vacated street for 7.74 feet to a 1/2" iron pin found marking the northeast corner of the property described in Deed Book 826 at Page 290; thence South 49° 16' 47" East for 41.39 feet to a point in line and 0.50 foot offset northeasterly with the northwest wall of a brick building; thence South 48° 02' 56" East and parallel with the northeast wall of said brick building for 37.18 feet to a point in line and 0.50 foot offset northeasterly with the southeast wall of said brick building; thence South 45° 56' 42" East for 28.03 feet back to the Point of Beginning. Said parcel contains 0.04 acres (1858 square feet) more or less.

The grantor herein further warrants that the above described property is not homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial 

PARCEL 21875
KATMON INDUSTRIES, LLC

Witness our signatures this the 5th day of July A.D. 2022.

KATMON INDUSTRIES, LLC, GRANTOR

Signature Monica Tisack
By: Monica Tisack
Its: Sole Member

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 5th day of July, 2022, within my jurisdiction, the within-named **Monica Tisack**, who acknowledged that he/she is the sole member of Katmon Industries, LLC, a Mississippi Limited Liability Company, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

Mary Denise Walters (NOTARY PUBLIC)

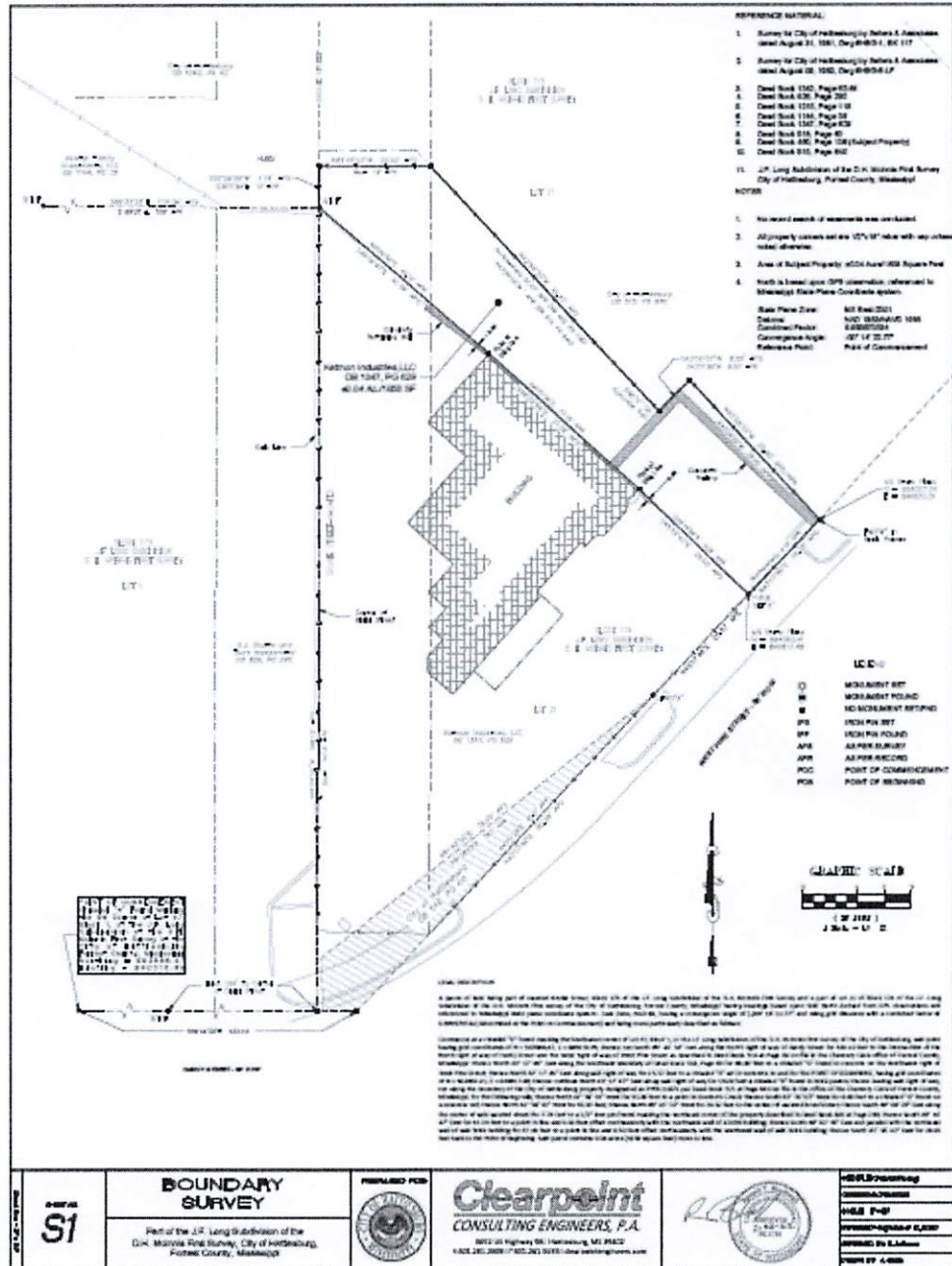
(SEAL)

My commission expires: July 15, 2022



Initial MT

PARCEL 21875
KATMON INDUSTRIES, LLC



Initial

PARCEL 21875
KATMON INDUSTRIES, LLC



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 18, 2022

Re: Acknowledge receipt of various recorded deeds for the conveyance of property and temporary easements related to the Hall Avenue Overpass West project as detailed in the attached list.
File Number: 2022-771
Minute Book #

Summary

Acknowledge receipt of various recorded deeds for the conveyance of property and temporary easements related to the Hall Avenue Overpass West project as detailed in the attached list.

Recommendation Statement

I recommend approval of this item.

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

Jackson, Tullos & Rogers, PLLC

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

Joseph R. Tullos, Partner
E-mail: jtullos@jacksonfirm.com
Telephone: (601) 264-3309

Mailing Address:
P.O. Box 15517
Hattiesburg, MS 39404-5517

September 28, 2022

VIA HAND DELIVERY

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

Re: Railroad Overpass Phase 2

Dear Mr. Rutland:

Please find enclosed the following recorded documents.

1. Quitclaim from Evelyn Lindsey - Book 1402 Pages 534-538;
2. Warranty Deed from Estate of Ralph Douglas Lindsey - Book 1402 Pages 524-533;
3. Quitclaim Deed from Eugene Polk, Jr. and Mary Dawson – Book 1399 Pages 582-586;
4. Warranty Deed from Dossett Pontiac-Cadillac-GMC, Inc. – Book 1399 Pages 349-356;
5. Warranty Deed from Raymond C. Bullock – Book 1398 Pages 354-358;
6. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Hand Marketing Group, LLC - Book 1398 Pages 469-473;
7. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Dossett Property Management General Partnership - Book 1399 Pages 338-343;
8. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Daniel E. Dossett and R.B. Dossett, Jr. – Book 1399 Pages 344-348;
9. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Martin Luther King Avenue Baptist Church – Book 1399 Pages 587-594;
10. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Martin Luther King Avenue Baptist Church – Book 1399 Pages 595-603;
11. Temporary Easement from Michael McCullum d/b/a McCullum Property Management – Book 1398 Pages 339-343;
12. Temporary Easement from Hattiesburg Public School District – Book 1399 Pages 395-402;
13. Temporary Easement from Charles Patrick Johnson – Book 1398 Pages 344-348;
14. Temporary Easement from Paul M. and Beatrice P. Myers – Book 1398 Pages 459-463;

15. Temporary Easement from Clark Investments, LLC – Book 1398 Pages 464-468;
16. Temporary Easement from Elizabeth Wilson – Book 1398 Pages 349-353;
17. Temporary Easement from Pam Grant and Keyland Grant – Book 1400 Pages 40-44;
18. Temporary Easement from James P. and Francis M. Maloney – Book 1399 Pages 357-361;
19. Temporary Easement from Patrice A. Butler – Book 1398 Pages 359-363;
20. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 362-369;
21. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 370-377;
22. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 378-386;
23. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 387-394;
24. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 403-410; and
25. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 411-418.

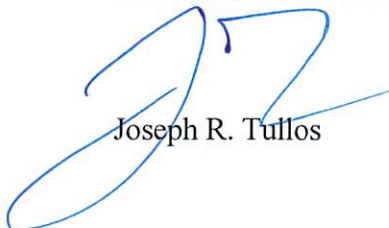
Also enclosed are the following closing documents.

1. Closing Statement – Hattiesburg Public School District – Blocks 65 and 66 of the D.D. McInnis Third Survey – PPIN 21680, 32303 & 32304;
2. Closing Statement – Hattiesburg Public School District – NE ¼ of NE ¼ of Section 16, Township 4 North, Range 13 West – PPIN 55555;
3. Closing Statement – Hattiesburg Public School District – A part of Block 65 of the D. D. McInnis Third Survey – PPIN 32854;
4. Closing Statement – Hattiesburg Public School District – A part of Block 69 of D.D. McInnis Third Survey – PPIN 21715;
5. Closing Statement – Hattiesburg Public School District - A part of Block 69 of D.D. McInnis Third Survey – PPIN 21714; and
6. Closing Statement – Hattiesburg Public School District - Railroad Aerial Rights Easement.

Should you have any questions, please call me.

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC



Joseph R. Tullos

JRT/dw



DEED

Bk:1398 Page:349-353

RCD: 07/11/2022 @ 4:43:46:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Elizabeth Wilson

511 Hall Avenue

Hattiesburg, Mississippi 39401-0000

Phone: 601-544-4247

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

**Block 93 of the Kamper and Lewin
Subdivision the City of Hattiesburg,
County of Forrest, State of Mississippi**

Initial E, L, W

ELIZABETH WILSON
PARCEL 18467

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned hereby grant, sell, convey and warrant unto City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Hall Avenue Overpass Project LPA 108639/802000 / FBLD-8769-00(001) Phase II, a temporary easement through, over, on and across the following described land:

A temporary construction easement located in Block 93 of the Kamper and Lewin Subdivision 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 13.20" and using grid distances with a combined factor of 0.999970107 (determined at the northeast corner of Block 92 of the Stapleton and Bayne Subdivision):

Commence at a Nail found marking the Northeast corner of Block 92 of the said Stapleton and Bayne Subdivision, said point having grid coordinates of N = 661270.84, E = 841865.89; thence run South 89° 41' 41" West along the South right-of-way of Hall Avenue for 332.17 feet to the West line of a drainage easement described in Deed Book 835 at Page 247 on file in the office of the Chancery Clerk of Forrest County, Mississippi to and for the POINT OF BEGINNING; thence run South 33° 17' 00" East along said drainage easement for 29.64 feet; thence leaving said drainage easement, run North 89° 41' 41" West for 10.22 feet; thence North 35° 12' 57" West for 30.32 feet to a point on the South right-of-way of Hall Avenue; thence North 89° 41' 41" East along said right-of-way for 11.44 feet back to the Point of Beginning. Said easement contains 270 square feet, more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise

Initial ELW

ELIZABETH WILSON
PARCEL 18467

use for construction purposes the above described land only so long as is necessary to complete the construction of said Hall Avenue Overpass Project in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed roadway project, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature(s) this the 10 day of may A.D. 2022.

Signature *Elizabeth Wilson*
ELIZABETH WILSON

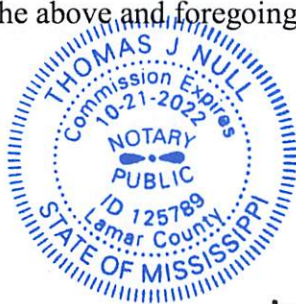
Initial *E.W.*

ELIZABETH WILSON
PARCEL 18467

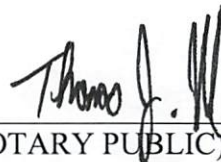
STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of MAY, 2022, within my jurisdiction, the within named **ELIZABETH WILSON**, a single person, who acknowledged that she executed the above and foregoing instrument.



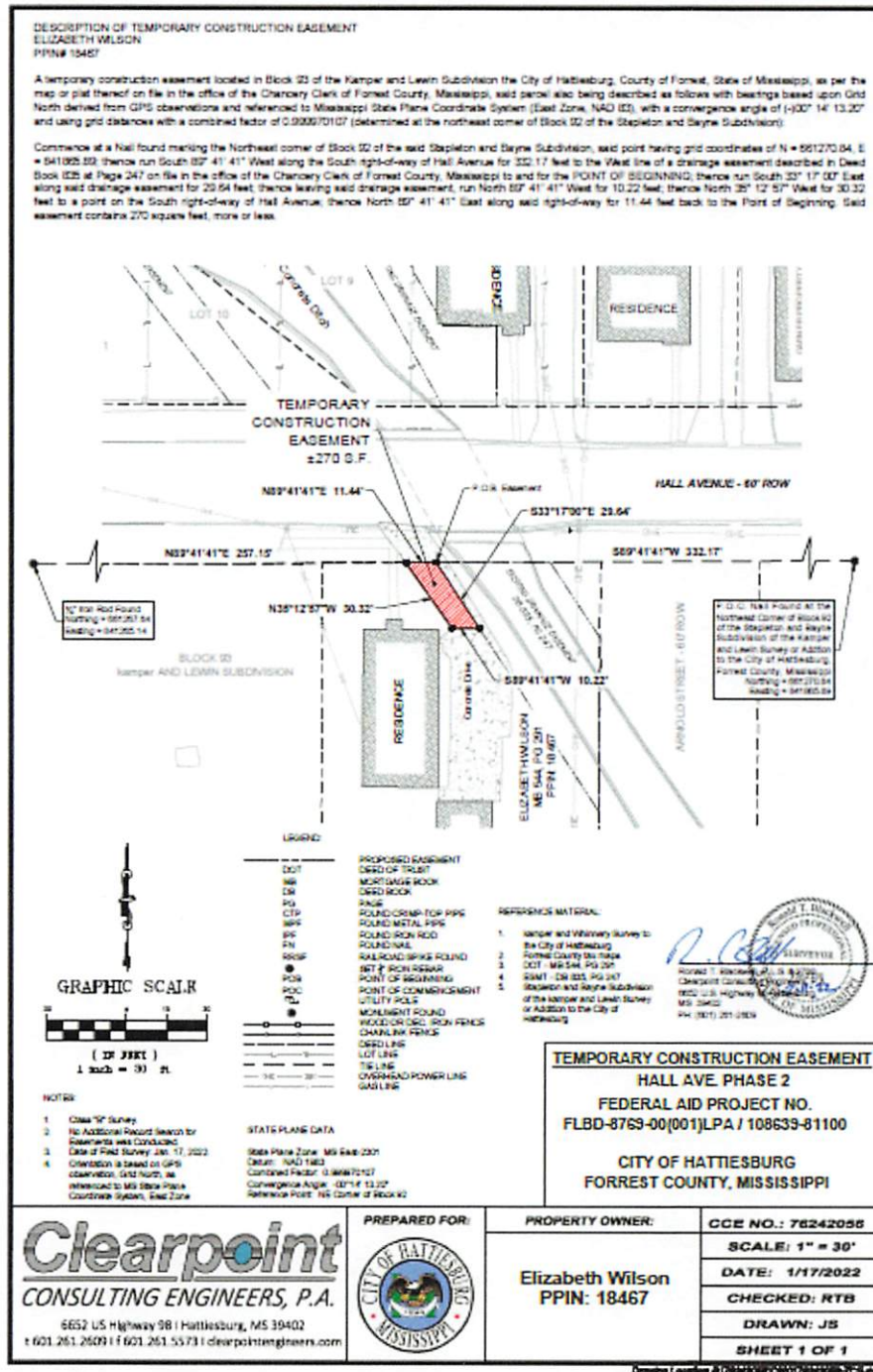
(SEAL)


(NOTARY PUBLIC)

My commission expires: 10-21-2022

Initial E.W.

ELIZABETH WILSON
PARCEL 18467

Initial E. W.ELIZABETH WILSON
PARCEL 18467



DEED

Bk:1398 Page:354-358

RCD: 07/11/2022 @ 4:47:11:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Raymond C. Bullock

2414 Reese Road

Columbus, Georgia, 31907

Phone: 706-464-7292

WARRANTY DEED

INDEXING INSTRUCTIONS: All of
Lot Two (2), Block One (1) of the
Woodland Court subdivision of the City
of Hattiesburg, County of Forrest, State
of Mississippi

Initial RCB

Raymond C. Bullock
PARCEL 25252

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land:

All of Lot Two (2), Block One (1) of the Woodland Court subdivision of 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision): Commencing at a metal pipe found at the southeast corner of Lot 9, Block 1 of Woodland Court subdivision, thence run North 00 degrees 15 minutes 23 seconds West for a distance of 397.69 feet to an iron pin set at the southeast corner of Lot 2, Block 1 to and for the Point of Beginning; thence run South 89 degrees 43 minutes 25 seconds West along the south line of said Lot 2 for a distance of 112.75 feet to an iron pin set on the eastern right-of-way line of Woodland Ct.; thence run North 00 degrees 16 minutes 40 seconds East along said right-of-way for a distance of 56.70 feet to an iron pin set at the northwest corner of said Lot 2; thence run North 89 degrees 43 minutes 25 seconds East along the north line of said Lot 2 for a distance of 112.75 feet to an iron pin set on the western right-of-way of Charles Street; thence run South 00 degrees 17 minutes 01 seconds West along said western right-of-way of Charles Street for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,393 square feet, or 0.15 acres, more or less.

The grantor herein further warrants that the above described property is no part of his homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing Initial RCB

Raymond C. Bullock
PARCEL 25252

or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my this the 17 day of June A.D. 2022.

Signature R.C. Bullock
Raymond C. Bullock

Initial RCB

Raymond C. Bullock
PARCEL 25252

STATE OF Ga.
COUNTY OF Musc

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June, 2022, within my jurisdiction, the within named Raymond C. Bullock, a single person, who acknowledged that he executed the above and foregoing instrument.

Deborah Bryant (NOTARY PUBLIC)

(SEAL)

My commission expires: 10-10-22



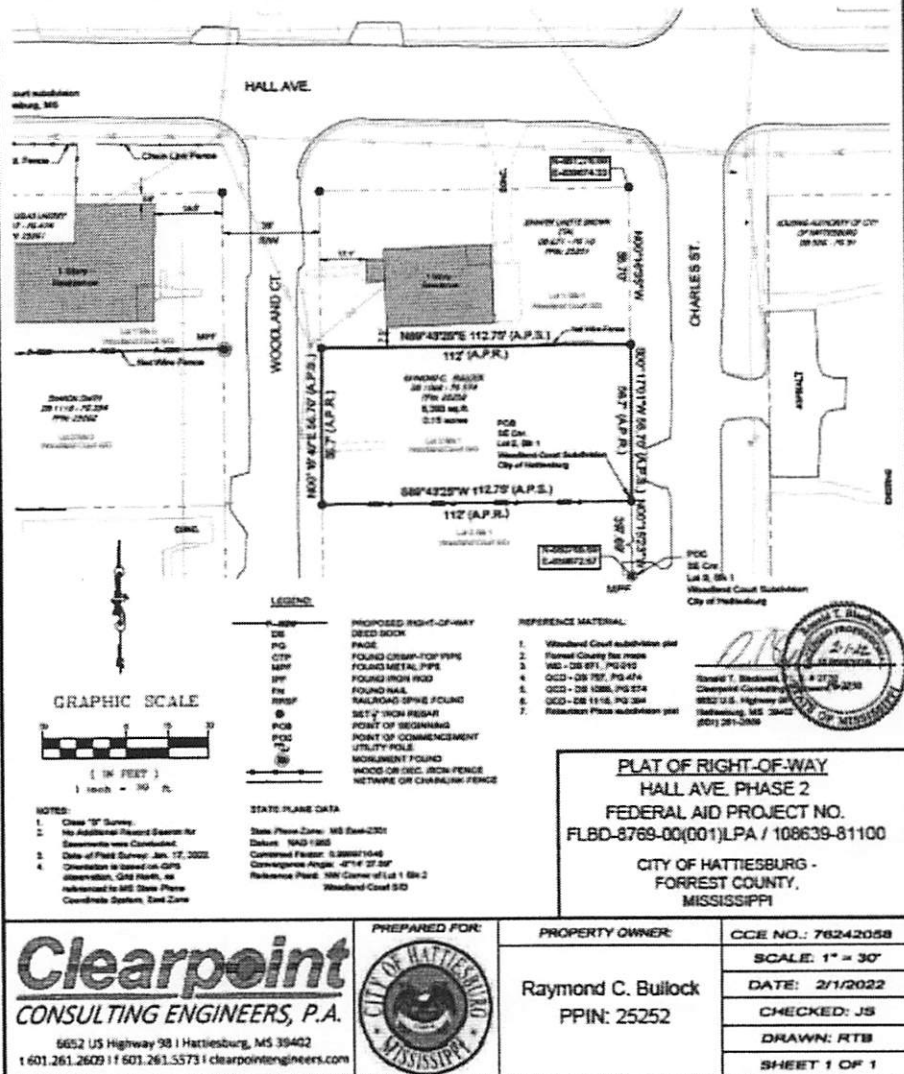
Initial RB

Raymond C. Bullock
PARCEL 25252

DESCRIPTION OF SURVEY AREA
RAYMOND C. BULLOCK
 PPIN# 25252

All of Lot Two (2), Block One (1) of the Woodland Court subdivision of 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commencing at a metal pipe found at the southeast corner of Lot 9, Block 1 of Woodland Court subdivision, thence run North 00° degrees 15 minutes 23 seconds West for a distance of 397.89 feet to an iron pin set at the southeast corner of Lot 2, Block 1 to and for the Point of Beginning; thence run South 89° degrees 43 minutes 25 seconds West along the south line of said Lot 2 for a distance of 112.75 feet to an iron pin set on the eastern right-of-way line of Woodland Ct.; thence run North 00° degrees 16 minutes 40 seconds East along said right-of-way for a distance of 56.70 feet to an iron pin set at the northwest corner of said Lot 2; thence run North 89° degrees 43 minutes 25 seconds East along the north line of said Lot 2 for a distance of 112.75 feet to an iron pin set on the western right-of-way of Charles Street; thence run South 00° degrees 17 minutes 01 seconds West along said western right-of-way of Charles Street for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,393 square feet, or 0.15 acres, more or less.



Initial _____

Raymond C. Bullock
 PARCEL 25252



DEED

Bk:1398 Page:359-363

RCD: 07/11/2022 @ 4:48:35:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Patrice A. Butler

134 City Park Circle

Hattiesburg, Mississippi 39401-0000

Phone: 601-434-1687

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

**Lot 11 of Block 120 of the Kamper and
Whinnery Subdivision, City of
Hattiesburg, County of Forrest, State of
Mississippi**

Initial

PAB

PATRICE A. BUTLER
PARCEL 19174

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned hereby grant, sell, convey and warrant unto City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Hall Avenue Overpass Project LPA 108639/802000 / FBLD-8769-00(001) Phase II, a temporary easement through, over, on and across the following described land:

A temporary construction easement located in Lot 11 of Block 120 of the Kamper and Whinnery Subdivision, 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 14' 12.76''$ and using grid distances with a combined factor of 0.999970320 (determined at the southwest corner of Lot 10, Block 120 of the Kamper and Whinnery Subdivision:)

Commence at a 1" metal pipe found at the Southwest corner of Lot 10, Block 120 of the said Kamper and Whinnery Subdivision, said point having grid coordinates of N = 661333.36, E = 841939.02; thence South $89^{\circ} 31' 43''$ East along the North right-of-way of Hall Avenue for 221.34 feet to the southwest corner of the property described in Deed Book 662 at Page 614 recorded on file in the office of the Chancery Clerk of Forrest County, Mississippi to the POINT OF BEGINNING; thence leaving said right-of-way, run North $00^{\circ} 10' 24''$ West along the west boundary of said property for 1.87 feet; thence leaving said west boundary, run North $90^{\circ} 00' 00''$ East for 50.00 feet to the east boundary of said property; thence South $00^{\circ} 10' 24''$ East along the East boundary of said property for 2.28 feet to a point on the North right-of-way of Hall Avenue; thence leaving said East boundary, run North $89^{\circ} 31' 43''$ West along said north right-of-way for 50.00 feet back to the Point of Beginning. Said easement contain 104 square feet, more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to

Initial PAB

PATRICE A. BUTLER
PARCEL 19174

complete the construction of said Hall Avenue Overpass Project in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of her homestead.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed roadway project, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 17 day of JUNE A.D. 2022.

Signature 
PATRICE A. BUTLER

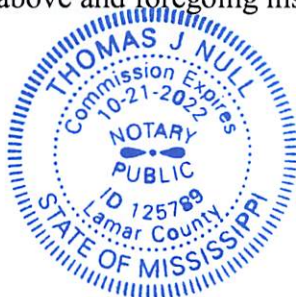
STATE OF MISSISSIPPI

Initial PAB

PATRICE A. BUTLER
PARCEL 19174

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of JUNE, 2022, within my jurisdiction, the within named **PATRICE A. BUTLER**, a single person, who acknowledged that she executed the above and foregoing instrument.



(SEAL)

Thomas J. Null
(NOTARY PUBLIC)

My commission expires: 10-21-2022

Initial PAB

PATRICE A. BUTLER
PARCEL 19174





DEED

Bk:1398 Page:464-468

RCD: 07/13/2022 @ 3:01:07:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Clark Investments, LLC

101 Lakeland Drive

Hattiesburg, Mississippi 39402

Phone:

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Lot 10 of Block 120 of the Kamper and Whinnery Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi	
---	--

Initial MC

**CLARK INVESTMENTS, LLC
PARCEL 19173**

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of ONE HUNDRED and NO/100 Dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned hereby grant, sell, convey and warrant unto City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Hall Avenue Overpass Project LPA 108639/802000 / FBLD-8769-00(001) Phase II, a temporary easement through, over, on and across the following described land:

A temporary construction easement located in Lot 10 of Block 120 of the Kamper and Whinnery Subdivision, 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 12.76" and using grid distances with a combined factor of 0.999970320(determined at the southwest corner of Lot 10, Block 120 of the Kamper and Whinnery Subdivision:)

Commence at a 1" metal pipe found at the Southwest corner of Lot 10, Block 120 of the said Kamper and Whinnery Subdivision, said point having grid coordinates of N = 661333.36, E = 841939.02; thence South 89° 31' 43" East along the North right-of-way of Hall Avenue for 140.00 feet to the southwest corner of the property described in Deed Book 1022 at Page 413 recorded on file in the office of the Chancery Clerk of Forrest County, Mississippi to the POINT OF BEGINNING; thence leaving said right-of-way, run North 00° 01' 19" East along the west boundary of said property for 1.20 feet; thence leaving said west boundary, run North 90° 00' 00" East for 50.00 feet to the east boundary of said property; thence South 00° 08' 27" West along the East boundary of said property for 1.61 feet to a point on the North right-of-way of Hall Avenue; thence leaving said East boundary, run North 89° 31' 43" West for 50.00 feet back to the Point of Beginning. Said easement contain 70 square feet, more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the

Initial MC

CLARK INVESTMENTS LLC
PARCEL 19173

construction of said Hall Avenue Overpass Project in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

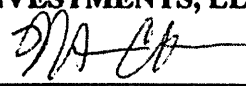
The grantor herein further warrants that the above described property is no part of his homestead.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed roadway project, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 9th day of July A.D. 2022.

CLARK INVESTMENTS, LLC, GRANTOR

Signature 
By: Marcus Clark, Sole Member

STATE OF MISSISSIPPI

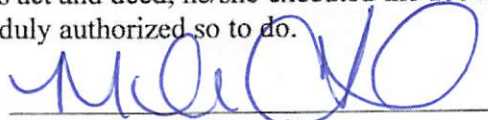
Initial MC

CLARK INVESTMENTS LLC
PARCEL 19173

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 9 day of July, 2022, within my jurisdiction, the within-named **Marcus Clark**, who acknowledged that he is **Sole Member of Clark Investments LLC**, a Mississippi limited liability company, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

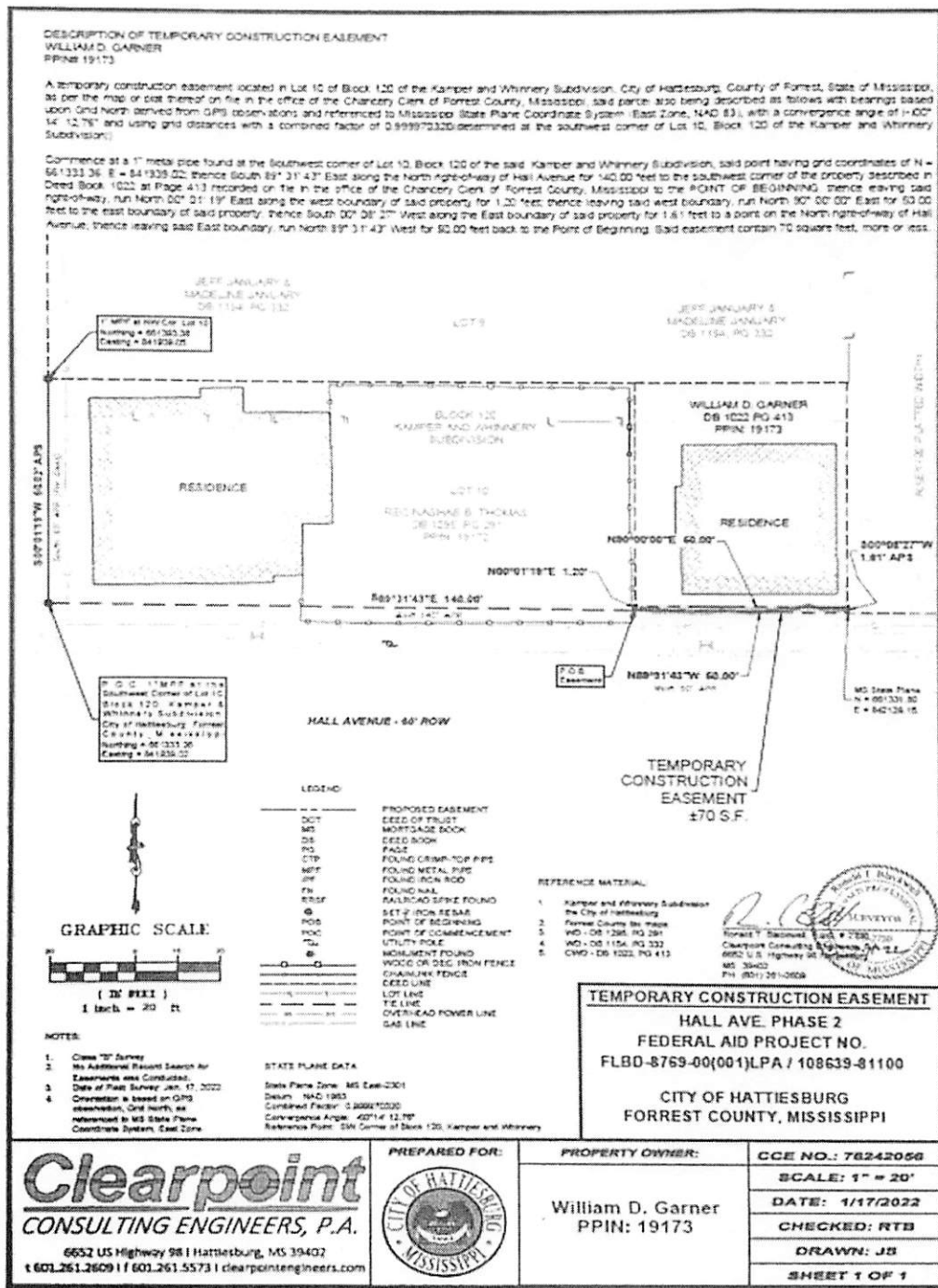



(NOTARY PUBLIC)

(SEAL) My commission expires: AUG. 27, 2024

Initial _____

CLARK INVESTMENTS LLC
PARCEL 19173

Initial MCCLARK INVESTMENTS LLC
PARCEL 19173



DEED

Bk:1399 Page:349-356

RCD: 07/22/2022 @ 4:05:02:PM

FORRESTER COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

DOSSETT PONTIAC-CADILLAC-GMC,
INC.

1058 West Pine Street

Hattiesburg, MS 39401

Phone: 601-602-8171

WARRANTY DEED

INDEXING INSTRUCTIONS: Lots 4,
5, 6, 7, 8, 9 and 10 of Block 139 of
Kamper & Whinery Extension to the
City of Hattiesburg, County of
Forrest, State of Mississippi

Initial

DER

DOSSETT PONTIAC-CADILLAC-GMC, INC.
PARCEL 19280, 19281, 19282

STATE OF MISSISSIPPI

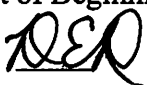
COUNTY OF FORREST

For and in consideration of TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED FORTY and NO/100 Dollars (\$215,640.00) the receipt and sufficiency of which is hereby acknowledged, DOSSETT PONTIAC-CADILLAC-GMC, INC., the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land:

19280 Parcel

Lots 4 and 5 of Block 139 of Kamper & Whinery Extension to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of said Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 44 degrees 45 minutes 16 seconds East for a distance of 43.87 feet to a metal pipe found; thence run North 44 degrees 50 minutes 16 seconds East for a distance of 49.89 feet to an iron pin set at the SE corner of said Lot 4; thence run North 45 degrees 43 minutes 03 seconds West along the NE line of said Lot 4 for 200.15 feet to an iron pin set on the SE side of an alley; thence run South 44 degrees 37 minutes 32 seconds West along the SE side of said alley for a distance of 295.35 feet to an iron pin found at the SW corner of said Lot 5; thence run North 89 degrees 37 minutes 29 seconds East for a distance of 39.68 feet to an iron pin found; thence run North 89 degrees 08 minutes 24 seconds East along the south line of said Lot 5 for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 38937 square feet, or 0.89 acres, more or less.

Initial 

DOSSETT PONTIAC-CADILLAC-GMC, INC.
PARCEL 19280, 19281, 19282

19281 Parcel

A part of Lot 6 of Block 139 of Kamper & Whinery Extension to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at a metal pipe found at the NE corner of said Lot 6, Block 139 of Kamper & Whinery Extension subdivision, thence run South 45 degrees 18 minutes 32 seconds East along the NE line of said Lot 6 for a distance of 199.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the NW line of an alley; thence run South 44 degrees 34 minutes 49 seconds West along the NW line of said alley for a distance of 65.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the south line of Section 9, Township 4 North, Range 13 West; thence run North 45 degrees 23 minutes 14 seconds West for a distance of 146.95 feet to an iron pin set; thence run North 85 degrees 14 minutes 14 seconds West for a distance of 37.92 feet to an iron pin set; thence run South 49 degrees 30 minutes 50 seconds West for a distance of 169.07 feet to an iron pin set on the south line of said Lot 6, also being on the south line of said Section 9; thence run South 89 degrees 12 minutes 49 seconds West along the south line of said Lot 6 for a distance of 13.65 feet to a metal pipe found on the SE right-of-way of W. Pine St.; thence run North 44 degrees 38 minutes 10 seconds East for a distance of 268.69 feet back to the Point of Beginning. Said parcel contains 17022 square feet, or 0.39 acres, more or less.

19282 Parcel

Lots 7, 8, 9 and 10 of Block 139 of Kamper & Whinery Extension to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at a metal pipe found at the NE corner of Lot 10, Block 139 of Kamper & Whinery Extension subdivision, thence run South 45 degrees 07 minutes 08 seconds East along the NE line of said Lot 10 for a distance of 199.75 feet to an iron pin set at the SE corner of said Lot 10, said point also being on the NW line of an alley; thence run South 44 degrees 30 minutes 27 seconds West along the NW line of said alley for a distance of 199.21 feet to an iron pin found at the SW corner of Lot 7, Block 139 of said Kamper & Whinery Extension subdivision; thence run North 45 degrees 18 minutes 32 seconds West along the SW line of said Lot 7 for a distance of 199.95 feet to a metal pipe found at the NW corner of said Lot 7, said point also being on the SE right-of-way of W. Pine St.; thence run North 44 degrees 33 minutes 51 seconds East along said right-of-way of W. Pine St. for a distance of 199.87 feet back to the Point of Beginning. Said parcel contains 39878 square feet, or 0.92 acres, more or less.

Initial



DOSSETT PONTIAC-CADILLAC-GMC, INC.
PARCEL 19280, 19281, 19282

The grantor herein further warrants that the above described property is not homestead.

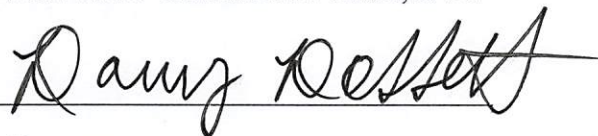
This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, its Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature(s) this the 22nd day of July A.D. 2022.

DOSSETT PONTIAC-CADILLAC-GMC, INC.

Signature 

By: Danny Dossett

Its: President

Initial 

DOSSETT PONTIAC-CADILLAC-GMC, INC.
PARCEL 19280, 19281, 19282

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 22nd day of July, 2022, within my jurisdiction, the within-named **Danny Dossett**, who acknowledged that he is **President of DOSSETT PONTIAC-CADILLAC-GMC, INC.** a Mississippi corporation, and that in said capacity, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.



Katie Blackwell (NOTARY PUBLIC)

My commission expires: 2/28/2026

Initial DER

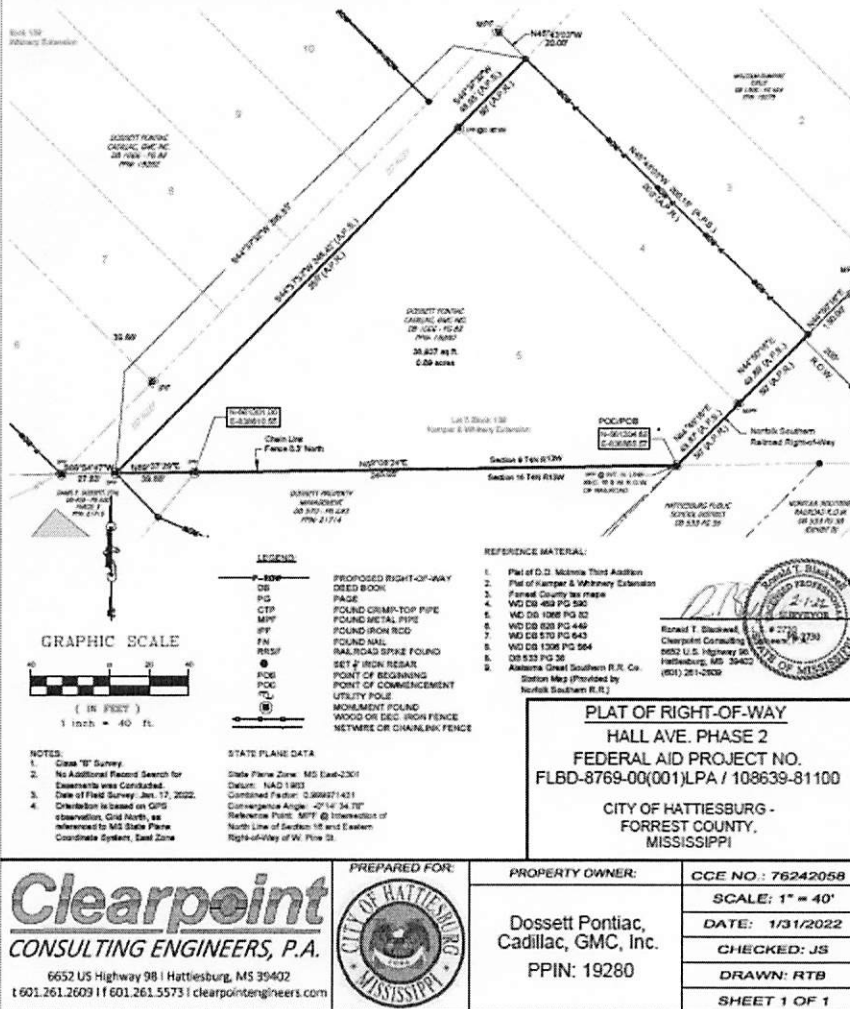
DOSSETT PONTIAC-CADILLAC-GMC, INC.
PARCEL 19280, 19281, 19282

19280 Parcel

DESCRIPTION OF SURVEY AREA
DOSSETT PONTIAC, CADILLAC, GMC, INC.
PPIN# 19280

Lots 4 and 5 of Block 139 of Kamper & Whinery Extension to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of said Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 44 degrees 45 minutes 16 seconds East for a distance of 43.87 feet to a metal pipe found; thence run North 44 degrees 50 minutes 16 seconds East for a distance of 49.89 feet to an iron pin set at the SE corner of said Lot 4; thence run North 45 degrees 43 minutes 03 seconds West along the NE line of said Lot 4 for 200.15 feet to an iron pin set on the SE side of an alley; thence run South 44 degrees 37 minutes 32 seconds West along the SE side of said alley for a distance of 295.35 feet to an iron pin found at the SW corner of said Lot 5; thence run North 89 degrees 37 minutes 29 seconds East for a distance of 39.68 feet to an iron pin found; thence run North 89 degrees 05 minutes 24 seconds East along the south line of said Lot 5 for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 38937 square feet, or 0.89 acres, more or less.



Initial

RED

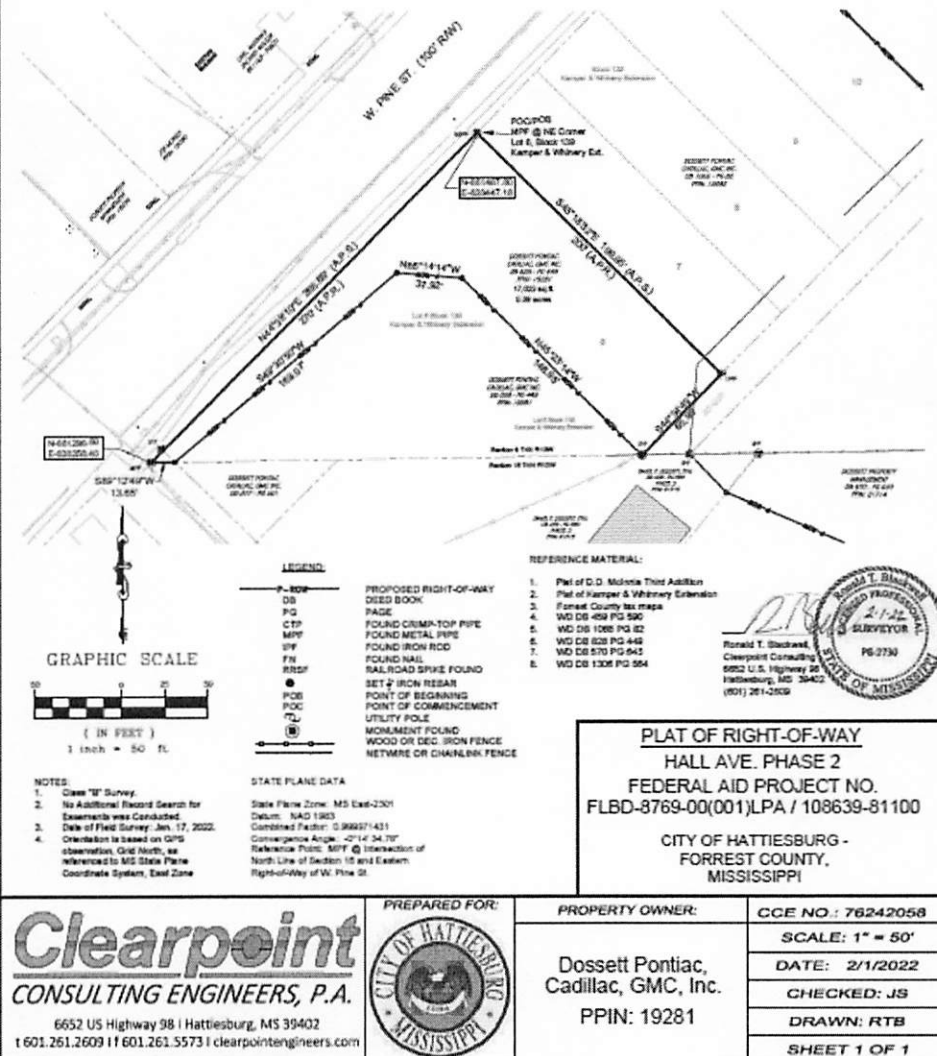
DOSSETT PONTIAC-CADILLAC-GMC, INC.
PARCEL 19280, 19281, 19282

19281 Parcel

DESCRIPTION OF SURVEY AREA
DOSSETT PONTIAC, CADILLAC, GMC, INC.
PPIN# 19281

A part of Lot 6 of Block 139 of Kamper & Whinery Extension to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at a metal pipe found at the NE corner of said Lot 6, Block 139 of Kamper & Whinery Extension subdivision, thence run South 45 degrees 18 minutes 32 seconds East along the NE line of said Lot 6 for a distance of 199.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the NW line of an alley; thence run South 44 degrees 34 minutes 49 seconds West along the NW line of said alley for a distance of 65.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the south line of Section 9, Township 4 North, Range 13 West; thence run North 45 degrees 23 minutes 14 seconds West for a distance of 145.95 feet to an iron pin set; thence run North 85 degrees 14 minutes 14 seconds West for a distance of 37.92 feet to an iron pin set; thence run South 49 degrees 30 minutes 50 seconds West for a distance of 169.07 feet to an iron pin set on the south line of said Lot 6, also being on the south line of said Section 9; thence run South 89 degrees 12 minutes 49 seconds West along the south line of said Lot 6 for a distance of 13.65 feet to a metal pipe found on the SE right-of-way of W. Pine St.; thence run North 44 degrees 38 minutes 10 seconds East for a distance of 268.69 feet back to the Point of Beginning. Said parcel contains 17022 square feet, or 0.39 acres, more or less.

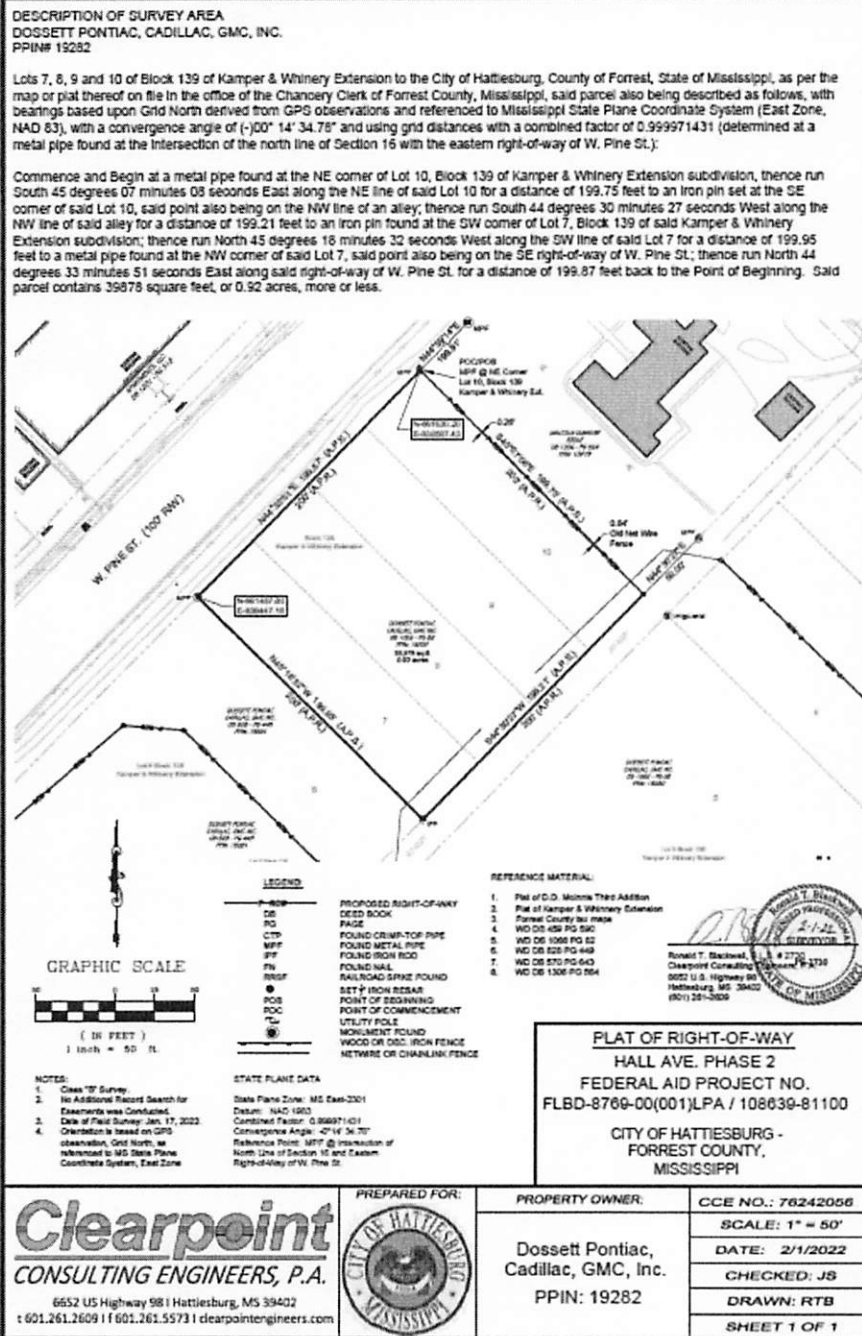


Initial

REQ

DOSSETT PONTIAC-CADILLAC-GMC, INC.
PARCEL 19280, 19281, 19282

19282 Parcel



Initial

DER

DOSSETT PONTIAC-CADILLAC-GMC, INC.
 PARCEL 19280, 19281, 19282



DEED

Bk:1399 Page:338-343

RCD: 07/22/2022 @ 3:58:05:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 016 W (3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

City of Hattiesburg, Mississippi

Grantor Address:

Dossett Property Management General
Partnership

1058 West Pine Street

Hattiesburg, MS 39401

Phone: 601-602-8171

SIXTEENTH SECTION PUBLIC SCHOOL TRUST LANDS

WARRANTY OF LEASEHOLD INTEREST

**INDEXING INSTRUCTIONS: Block
69 of D.D. McInnis Third Addition to
the City of Hattiesburg, County of
Forrest, State of Mississippi**

Initial

DER, RED JR

Dossett Property Management
PARCEL 21714

THE STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of FIFTEEN THOUSAND TWO HUNDRED AND NO/100 Dollars (\$15,200.00) the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, my/our, Sixteenth Section leasehold interest and all renewals, extensions and modifications thereof in the following described land:

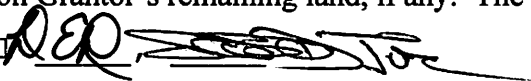
A part of Block 69 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run South 44 degrees 40 minutes 48 seconds West along the former railroad right-of-way, now being the west line of Hattiesburg Public School District property described in Deed Book 533 Page 38, for a distance of 138.10 feet to an iron pin set; thence run North 66 degrees 37 minutes 01 seconds West for a distance of 181.10 feet to an iron pin set; thence run North 38 degrees 57 minutes 58 seconds East for a distance of 29.12 feet to an iron pin found on the north line of said Section 16; thence run North 89 degrees 08 minutes 24 seconds East for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 14391 square feet, or 0.33 acres, more or less.

The grantor herein further warrants that the above described property is no part of his/ her homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns

Initial



Dossett Property Management
PARCEL 21714

are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

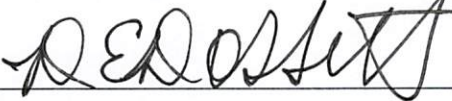
It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial DER, 

Dossett Property Management
PARCEL 21714

Witness our signatures this the 22nd day of July A.D. 2022.

Dossett Property Management, A General Partnership

Signature 

D.E. Dossett, General Partner

Signature 

Rudy B. Dossett, Jr., General Partner

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 22nd day of July, 2022, within my jurisdiction, the within-named **D.E. Dossett**, who acknowledged that he/she is a **General Partner of Dossett Property Management**, a Mississippi general partnership, and that in said capacity, and that for and on behalf of said general partnership, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.



Katie Blackwell (NOTARY PUBLIC)

My commission expires: 2/28/2026

Initial  

Dossett Property Management
PARCEL 21714

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 19th day of July, 2022, within my jurisdiction, the within-named **Rudy B. Dossett, Jr.**, who acknowledged that he is a **General Partner of Dossett Property Management**, a Mississippi general partnership, and that in said capacity, and that for and on behalf of said general partnership, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

Shawn Sheffield (NOTARY PUBLIC)

My commission expires: 4/25/2024



Initial

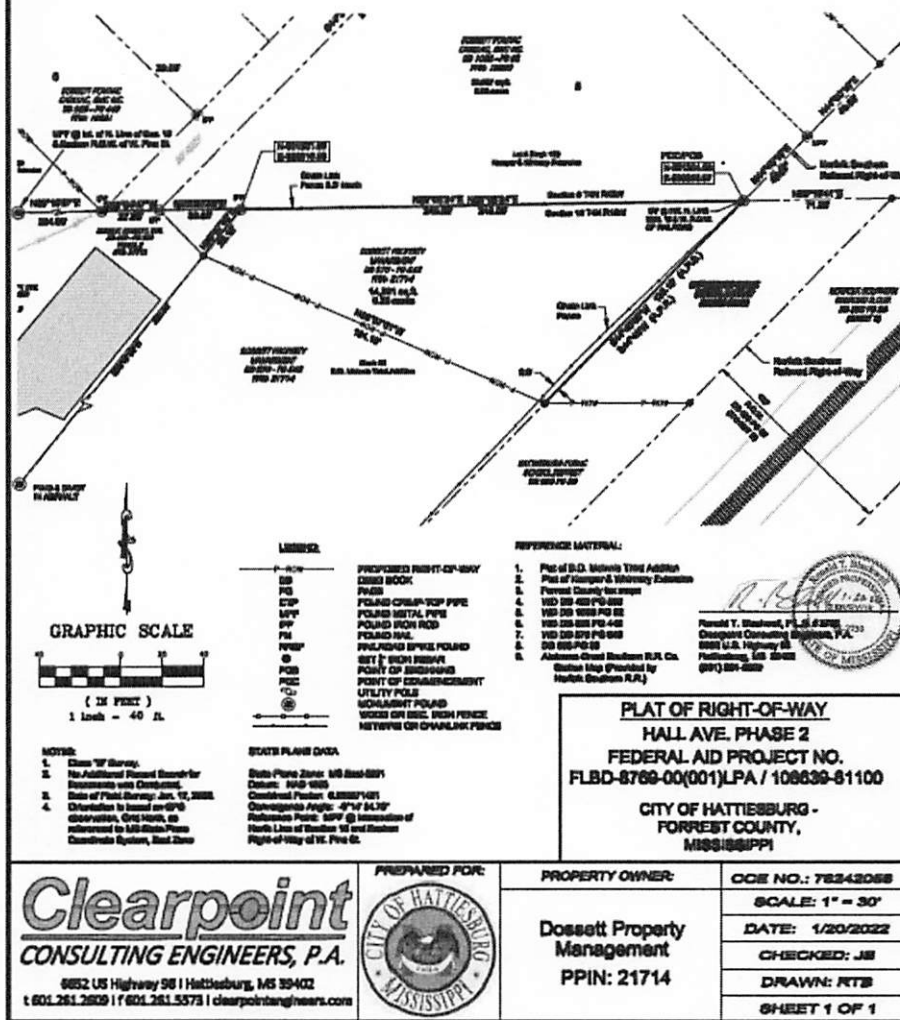
RED [Signature]

Dossett Property Management
PARCEL 21714

DESCRIPTION OF SURVEY AREA
DOSSETT PROPERTY MANAGEMENT, LLC
PPIN# 21714

A part of Block 89 of D.D. Mainline Third Addition to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-300^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999871431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

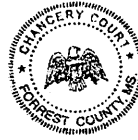
Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southwest corner of Lot 5, Block 139 of Kemper & Whinery Extension subdivision), thence run South 44 degrees 40 minutes 48 seconds West along the former railroad right-of-way, now being the west line of Hattiesburg Public School District property described in Deed Book 533 Page 36, for a distance of 136.10 feet to an iron pin set; thence run North 68 degrees 37 minutes 01 seconds West for a distance of 191.10 feet to an iron pin set; thence run North 36 degrees 57 minutes 56 seconds East for a distance of 29.12 feet to an iron pin found on the north line of said Section 16; thence run North 69 degrees 08 minutes 24 seconds East for a distance of 248.06 feet back to the Point of Beginning. Said parcel contains 14391 square feet, or 0.33 acres, more or less.



Initial

RED

Dossett Property Management
 PARCEL 21714



DEED

Bk:1399 Page:344-348

RCD: 07/22/2022 @ 3:59:43:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 016 W (3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

City of Hattiesburg, Mississippi

Grantor Address:

Daniel E. Dossett and R.B. Dossett, Jr.

1058 West Pine Street

Hattiesburg, MS 39401

Phone: 601-602-8171

SIXTEENTH SECTION PUBLIC SCHOOL TRUST LANDS

WARRANTY OF LEASEHOLD INTEREST

**INDEXING INSTRUCTIONS: Block 69
of D.D. McInnis Third Addition to 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**

Initial

DED

Daniel E. Dossett & R.B. Dossett, Jr.
PARCEL 21715

**THE STATE OF MISSISSIPPI
COUNTY OF FORREST**

For and in consideration of ONE THOUSAND FIVE HUNDRED FIFTY-FIVE
AND NO/100 Dollars (\$1,555.00) the receipt and sufficiency of which is hereby
acknowledged, I/we, the undersigned, hereby grant, bargain, sell, convey and warrant unto
the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi,
my/our, Sixteenth Section leasehold interest and all renewals, extensions and modifications
thereof in the following described land:

A part of Block 69 of D.D. McInnis Third Addition to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence at a metal pipe found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the eastern right-of-way of W. Pine St. (said point also being the southwest corner of Lot 6, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 16 minutes 27 seconds East along the north line of said Section 16 for a distance of 284.66 feet to an iron pin found at the southeast corner of said Lot 6; thence run North 88 degrees 54 minutes 47 seconds East for 27.83 feet to an iron pin found at the southwest corner of Lot 5 of said Kamper & Whinery Extension subdivision, to and for the Point of Beginning; thence run North 89 degrees 37 minutes 29 seconds East along the north line of said Section 16 for a distance of 39.68 feet to an iron pin found; thence run South 38 degrees 57 minutes 58 seconds West along the east line of that property described in Deed Book 459 Page 590 (Parcel 3) for a distance of 29.12 feet to an iron pin set; thence run North 43 degrees 40 minutes 39 seconds West for a distance of 30.95 feet back to the Point of Beginning. Said parcel contains 447 square feet, or 0.01 acres, more or less.

The grantor herein further warrants that the above described property is not
homestead.

This conveyance includes all improvements located on the above described land and

Initial DER, [Signature]

Daniel E. Dossett & R.B. Dossett, Jr.
PARCEL 21715

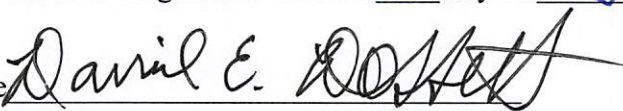
partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

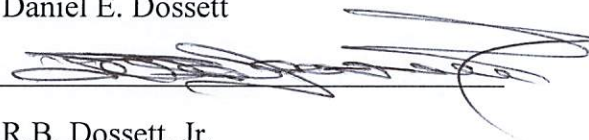
It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Each Grantor herein authorizes Grantee to pay all of the above-named consideration to Grantors in equal parts.

Witness our signatures this the 22nd day of July A.D. 2022.

Signature 

Daniel E. Dossett

Signature 

R.B. Dossett, Jr.

Initial , 

Daniel E. Dossett & R.B. Dossett, Jr.
PARCEL 21715

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of July, 2022, within my jurisdiction, the within named Daniel E. Dossett, who acknowledged that he executed the above and foregoing instrument.



Katie Blackwell (NOTARY PUBLIC)

My commission expires: 2/28/2026

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of July, 2022, within my jurisdiction, the within named R.B. Dossett, Jr., who acknowledged that he executed the above and foregoing instrument.



Shawn Sheffield (NOTARY PUBLIC)

(SEAL)

My commission expires: 4/25/2024

Initial DED, [Signature]

Daniel E. Dossett & R.B. Dossett, Jr.
PARCEL 21715



DEED

Bk:1402 Page:534-538

RCD: 08/25/2022 @ 1:18:28:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Evelyn Lindsey

417 Mable Street

Hattiesburg, MS 39401

Phone: (985) 259-2702

QUITCLAIM DEED

INDEXING INSTRUCTIONS:

Lot 1, Block 2, Woodland Court Subdivision

Initial

EL

Evelyn Lindsey
PPIN 25261

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Five Thousand Nine Hundred Fifteen and NO/100 Dollars (\$5,915.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and quitclaim unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land:

All of Lot One (1), Block Two (2) of the Woodland Court subdivision of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89")$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a metal pipe found at the southeast corner of said Lot 1, thence run South 89 degrees 43 minutes 25 seconds West along the south line of said Lot 1 for a distance of 112.01 feet to an iron pin set on the west line of said Lot 1; thence run North 00 degrees 16 minutes 35 seconds West for a distance of 56.70 feet to a found nail at the northwest corner of said Lot 1, said point also being on the southern right-of-way of Hall Avenue; thence run North 89 degrees 43 minutes 25 seconds East along said southern right-of-way of Hall Avenue for a distance of 112.01 feet to an iron pin set on the western right-of-way of Woodland Ct.; thence run South 00 degrees 16 minutes 35 seconds East along said western right-of-way of Woodland Ct. for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,351 square feet, or 0.15 acres, more or less.

The grantor herein further warrants that the above described property is no part of his homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns

Initial E.L. ML

EVELYN LINDSEY
PPIN 25261

are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

It is further understood that this instrument and the consideration stated herein fully satisfies Grantor's rights in the above-described property under that certain Final Judgment of Divorce in the Matter of Ralph Lindsey v. Evelyn Lindsey, Cause No. 97-0090-GN-D in the Chancery Court of Forrest County, Mississippi.

Witness my signatures this the 26th day of July A.D. 2022.

Signature Evelyn Lindsey
EVELYN LINDSEY

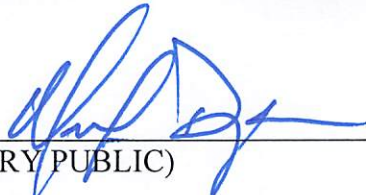
Initial EL RL

EVELYN LINDSEY
PPIN 25261

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of July, 2022, within my jurisdiction, the within named Evelyn Lindsey, a single person, who acknowledged that she executed the above and foregoing instrument.


(NOTARY PUBLIC)

(SEAL)

My commission expires: _____



Initial E.L.

EVELYN LINDSEY
PPIN 25261



DEED

Bk:1400 Page:40-44

RCD: 07/28/2022 @ 4:14:45:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLÉRK

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Pam Grant and Keyland Grant

618 Ronie Street

Hattiesburg, Mississippi 39401-0000

Phone:

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Lots 9, 10, 11 and 12, Block 3 of the Mrs. Fred Beiner Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi,	
---	--

Initial _____, _____

**GRANT KEYLAND
PARCEL 13184**

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned hereby grant, sell, convey and warrant unto City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Hall Avenue Overpass Project LPA 108639/802000 / FBLD-8769-00(001) Phase II, a temporary easement through, over, on and across the following described land:

A temporary construction easement located in Lots 9, 10, 11 and 12, Block 3 of the Mrs. Fred Beiner Survey or Addition to 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 20.15''$ and using grid distances with a combined factor of 0.999970319 (determined at the southwest corner of Lot 16, Block 83 of the kamper and Whinnery Subdivision):

Commence at a 3/4" metal pipe found marking the Southwest corner Lot 16, Block 83 of the said Kamper and Whinnery Subdivision to the City of Hattiesburg, said point having grid coordinates of N = 661331.44, E = 840706.15; thence run South $89^{\circ} 44' 42''$ East along the North right-of-way of Hall Avenue for 618.31 feet to the Southwest corner of Lot 12 of the said Mrs. Fred Beiner Survey or Addition to the City of Hattiesburg to the POINT OF BEGINNING; thence leaving said right-of-way, run North $00^{\circ} 21' 19''$ East along the West line of said Lot 12 for 3.00 feet; thence leaving said West line, run South $89^{\circ} 44' 42''$ East for 178.53 feet to a point on the west wall of a concrete paved ditch; thence South $37^{\circ} 06' 03''$ East along said ditch for 3.77 feet to the North right-of-way of Hall Avenue. thence leaving said ditch, run North $89^{\circ} 44' 42''$ West along said right-of-way for 180.82 feet back to the Point of beginning. Said easement contains 539 square feet, more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the

Initial _____, _____

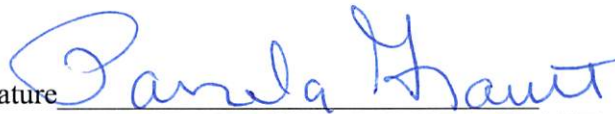
GRANT KEYLAND
PARCEL 13184

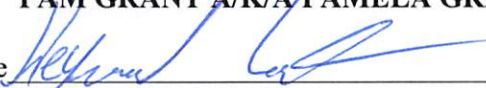
construction of said Hall Avenue Overpass Project in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed roadway project, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signature this the 8 day of June A.D. 2022.

Signature 
PAM GRANT A/K/A PAMELA GRANT

Signature 
KEYLAND GRANT

STATE OF MISSISSIPPI

Initial _____, _____

**GRANT KEYLAND
PARCEL 13184**

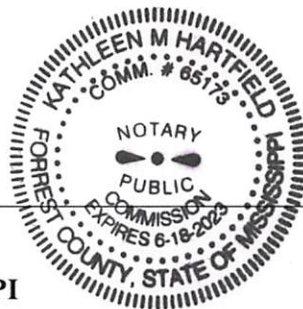
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of June, 2022, within my jurisdiction, the within named **PAMELA GRANT**, who acknowledged that she executed the above and foregoing instrument.

Kathleen M. Hartfield
(NOTARY PUBLIC)

(SEAL)

My commission expires:



STATE OF MISSISSIPPI

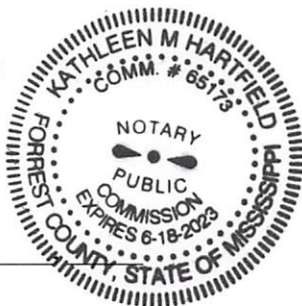
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2022, within my jurisdiction, the within named **KEYLAND GRANT**, who acknowledged that he executed the above and foregoing instrument.

Kathleen M. Hartfield
(NOTARY PUBLIC)

(SEAL)

Initial _____



GRANT KEYLAND
PARCEL 13184



Page 5



DEED

Bk:1398 Page:469-473

RCD: 07/13/2022 @ 3:02:35:PM

FORRESTER COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 016 W (3/2011)

Grantee, prepared by and return to:

Mississippi Transportation Commission c/o

Mississippi Department of Transportation

Right of Way Division (Title Section)

P. O. Box 1850

Jackson, Mississippi 39215-1850

Phone: 601-359-7512

Grantor Address:

Hand Marketing Group, LLC

14 Spears Drive

Hattiesburg, MS 39402

Phone:

Business No.

SIXTEENTH SECTION PUBLIC SCHOOL TRUST LANDS

WARRANTY OF LEASEHOLD INTEREST

**INDEXING INSTRUCTIONS: Lot 1,
Block 1 of D.D. McInnis Subdivision of
D.D. McInnis Third Survey of the City
of Hattiesburg, County of Forrest,
State of Mississippi**

Initial *HM*

**HAND MARKETING GROUP, LLC
PARCEL 21791**

THE STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of Four Hundred Twenty and NO/100 Dollars (\$420.00) the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the Mississippi Transportation Commission, my/our, Sixteenth Section leasehold interest and all renewals, extensions and modifications thereof in the following described land:

A part of Lot 1, Block 1 of D.D. McInnis Subdivision of D.D. McInnis Third Survey of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commence and Begin at a metal pipe found at the most northerly corner of Lot 1, Block 1 of said D.D. McInnis Subdivision of D.D. McInnis Third Survey, thence run South 19 degrees 34 minutes 20 seconds West along the northwesterly right-of-way of Martin Luther King Ave. (formerly Francis Avenue) for a distance of 73.11 feet to an iron pin set; thence run North 45 degrees 08 minutes 21 seconds West for a distance of 31.14 feet to the southeasterly right-of-way of Guy Eaton St. (formerly Front Avenue and East Side Avenue) to an iron pin set; thence run North 44 degrees 47 minutes 07 seconds East along said right-of-way for 66.11 feet back to the Point of Beginning. Said parcel contains 1,029 square feet, or 0.02 acres, more or less.

The grantor herein further warrants that the above described property is not grantor's homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

Initial 

HAND MARKETING GROUP, LLC
PARCEL 21791

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

It is further understood that this conveyance is part of the winding up of the affairs of

Grantor.

Witness our signature this the __ day of July, 2022

HAND MARKETING GROUP, LLC, GRANTOR

Signature Robert J. Hand

By: Robert Hand

Its: Manager

Signature Paula Hand

By: Paula Hand

Its: Manager

Initial PH

HAND MARKETING GROUP, LLC
PARCEL 21791

STATE OF MISSISSIPPI *ms*

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 8th day of July, 2022, within my jurisdiction, the within-named **Robert Hand**, who acknowledged that he is **Manager of Hand Marketing Group, LLC**, a Mississippi limited liability company, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

Tina Boquet (NOTARY PUBLIC)

My commission expires: 11/15/2023

STATE OF MISSISSIPPI

COUNTY OF FORREST

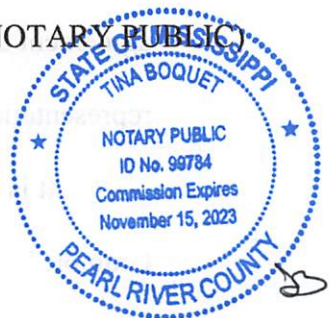
Personally appeared before me, the undersigned authority in and for said county and state, on this, 8th day of July, 2022, within my jurisdiction, the within-named **Robert Hand**, who acknowledged that he is **Manager of Hand Marketing Group, LLC**, a Mississippi limited liability company, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

Tina Boquet (NOTARY PUBLIC)

My commission expires: 11/15/2023

Initial ms

HAND MARKETING GROUP, LLC
PARCEL 21791





DEED

Bk:1399 Page:370-377

RCD: 07/22/2022 @ 4:13:38PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Hattiesburg Public School District

301 Mamie Street

Hattiesburg, MS 39401

Phone: 601-582-5078

CONVEYANCE OF PUBLIC SCHOOL TRUST LANDS FOR RIGHT OF WAY

**INDEXING INSTRUCTIONS: Block
69 of D.D. McInnis Third Addition to
the City of Hattiesburg, County of
Forrest, State of Mississippi**

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21714

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of TWENTY-ONE THOUSAND FIVE HUNDRED NINETY and NO/100 Dollars (\$21,590.00) the receipt and sufficiency of which is hereby acknowledged, BOARD OF TRUSTEES OF HATTIESBURG PUBIC SCHOOL DISTRICT, hereby convey unto the CITY OF HATTIESBURG, Mississippi, a political subdivision of the State of Mississippi, the following described land:

A part of Block 69 of D.D. McInnis Third Addition to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run South 44 degrees 40 minutes 48 seconds West along the former railroad right-of-way, now being the west line of Hattiesburg Public School District property described in Deed Book 533 Page 38, for a distance of 138.10 feet to an iron pin set; thence run North 66 degrees 37 minutes 01 seconds West for a distance of 181.10 feet to an iron pin set; thence run North 38 degrees 57 minutes 58 seconds East for a distance of 29.12 feet to an iron pin found on the north line of said Section 16; thence run North 89 degrees 08 minutes 24 seconds East for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 14391 square feet, or 0.33 acres, more or less.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full,
Initial _____, _____, _____ Hattiesburg Public School District
PARCEL 21714

complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the lands conveyed herein are "sixteenth section" lands conveyed for the purposes of road right-of-way, associated utilities and infrastructure, and that should the lands fail to be used for those purposes, then said lands (or the portion thereof) not used for road right-of-way shall revert to ownership and possession of Grantor or its successor in interest.

Grantor reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said conveyed property, together with the right to enter and remove same, but not in a manner which interferes with Grantee's operations on the conveyed property.

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approve of this Lease Agreement by the Secretary of State indicates that the Board of Trustees of Hattiesburg Public School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21714

This conveyance is pursuant to Resolution of the Hattiesburg School Board adopted
July 12th, 2022 in accordance with Section 29-3-91, et. seq., Mississippi
Code of 1972. Witness our signatures this the 12th day of July A.D.
2022.

BOARD OF TRUSTEES OF HATTIESBURG
PUBLIC SCHOOL DISTRICT

By: Deborah McRair
BOARD PRESIDENT

By: [Signature]
SUPERINTENDENT OF EDUCATION

Reviewed and approved by the Forrest County Board of Supervisors, on this the 5th day
of July, 2022.

FORREST COUNTY BOARD OF
SUPERVISORS

By: [Signature]
BOARD PRESIDENT

APPROVED
SECRETARY OF STATE

MICHAEL WATSON
Secretary of State (Seal)

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21714

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Delores McNair**, who acknowledged that she is the President of the Board of Trustees of the Hattiesburg Public School District, and that in said representative capacity and she executed the above and foregoing instrument after first having been duly authorized so to do.




NOTARY PUBLIC

My Commission Expires: 12/22/25

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Robert Williams**, who acknowledged that he is the Superintendent of Education of the Hattiesburg Public School District, and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.


NOTARY PUBLIC

My Commission Expires: 12/22/25



Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21714

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 18th day of July, 2022, within my jurisdiction, the within named **David Hogan**, who acknowledged that he is the President of the Forrest County Board of Supervisors in and for said county and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.



My Commission Expires:

1/28/24

David Brooks Miller
NOTARY PUBLIC

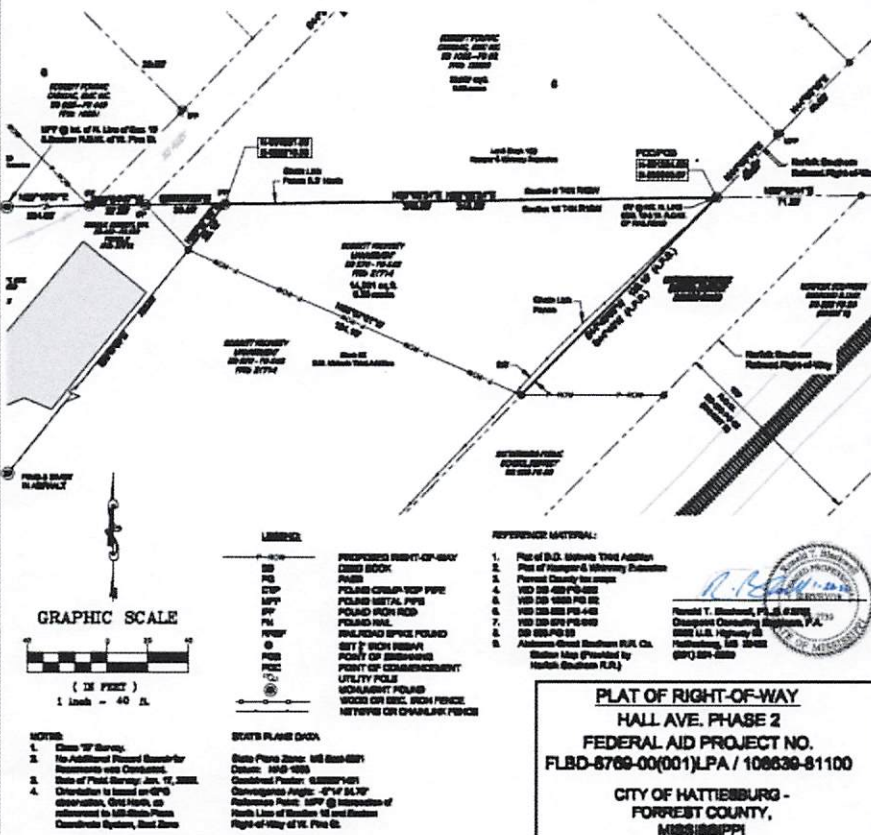
Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21714

DESCRIPTION OF SURVEY AREA
DOBSETT PROPERTY MANAGEMENT, LLC
PPIN# 21714

A part of Block 68 of D.D. Molrine Third Addition to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-300^{\circ} 14' 54.78''$ and using grid distances with a combined factor of 0.999871431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 6, Block 139 of Kemper & Whitmyer Extension subdivision), thence run South 44 degrees 40 minutes 48 seconds West along the former railroad right-of-way, now being the west line of Hattiesburg Public School District property described in Deed Book 633 Page 36, for a distance of 136.10 feet to an iron pin set; thence run North 68 degrees 37 minutes 01 seconds West for a distance of 181.10 feet to an iron pin set; thence run North 38 degrees 67 minutes 66 seconds East for a distance of 28.12 feet to an iron pin found on the north line of said Section 16; thence run North 69 degrees 08 minutes 24 seconds East for a distance of 246.06 feet back to the Point of Beginning. Said parcel contains 14381 square feet, or 0.33 acres, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 90 | Hattiesburg, MS 39402
 t: 601.261.2809 | f: 601.261.5573 | clearpointengr.com



PREPARED FOR:

PROPERTY OWNER:

DOBSETT PROPERTY

MANAGEMENT

PPIN: 21714

CCE NO.: 78342068

SCALE: 1" = 30'

DATE: 1/20/2022

CHECKED: JS

DRAWN: RTS

SHEET 1 OF 1

Initial _____, _____, _____

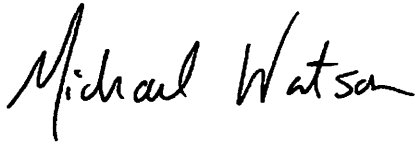
Hattiesburg Public School District
 PARCEL 21714

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this _____ OTHER _____ Lease Agreement between

HATTIESBURG MUNICIPAL SCHOOL DISTRICT

as LESSOR and CITY OF HATTIESBURG as LESSEE with a rent amount of \$ 21590.00 dated 7th day of July, 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HATTIESBURG MUNICIPAL School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

A handwritten signature in black ink that reads "Michael Watson". The signature is written in a cursive style with a large initial "M".

Secretary of State:
Michael Watson



DEED

Bk:1399 Page:362-369

RCD: 07/22/2022 @ 4:12:53:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Hattiesburg Public School District

301 Mamie Street

Hattiesburg, MS 39401

Phone: 601-582-5078

CONVEYANCE OF PUBLIC SCHOOL TRUST LANDS FOR RIGHT OF WAY

**INDEXING INSTRUCTIONS: Block
69 of D.D. McInnis Third Addition to
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**

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21715

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of SIX HUNDRED THIRTY and NO/100 Dollars (\$630.00) the receipt and sufficiency of which is hereby acknowledged, BOARD OF TRUSTEES OF HATTIESBURG PUBIC SCHOOL DISTRICT, hereby convey unto the CITY OF HATTIESBURG, Mississippi, a political subdivision of the State of Mississippi, the following described land:

A part of Block 69 of D.D. McInnis Third Addition to 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence at a metal pipe found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the eastern right-of-way of W. Pine St. (said point also being the southwest corner of Lot 6, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 16 minutes 27 seconds East along the north line of said Section 16 for a distance of 284.66 feet to an iron pin found at the southeast corner of said Lot 6; thence run North 88 degrees 54 minutes 47 seconds East for 27.83 feet to an iron pin found at the southwest corner of Lot 5 of said Kamper & Whinery Extension subdivision, to and for the Point of Beginning; thence run North 89 degrees 37 minutes 29 seconds East along the north line of said Section 16 for a distance of 39.68 feet to an iron pin found; thence run South 38 degrees 57 minutes 58 seconds West along the east line of that property described in Deed Book 459 Page 590 (Parcel 3) for a distance of 29.12 feet to an iron pin set; thence run North 43 degrees 40 minutes 39 seconds West for a distance of 30.95 feet back to the Point of Beginning. Said parcel contains 447 square feet, or 0.01 acres, more or less.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21715

or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the lands conveyed herein are "sixteenth section" lands conveyed for the purposes of road right-of-way, associated utilities and infrastructure, and that should the lands fail to be used for those purposes, then said lands (or the portion thereof) not used for road right-of-way shall revert to ownership and possession of Grantor or its successor in interest.

Grantor reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said conveyed property, together with the right to enter and remove same, but not in a manner which interferes with Grantee's operations on the conveyed property.

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approve of this Lease Agreement by the Secretary of State indicates that the Board of Trustees of Hattiesburg Public School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21715

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

This conveyance is pursuant to Resolution of the Hattiesburg School Board adopted July 12th, 2022 in accordance with Section 29-3-91, et. seq., Mississippi Code of 1972.

Witness our signatures this the 12th day of July A.D. 2022.

BOARD OF TRUSTEES OF HATTIESBURG
PUBLIC SCHOOL DISTRICT

By: Deloris McNeil
BOARD PRESIDENT

By: [Signature]
SUPERINTENDENT OF EDUCATION

Reviewed and approved by the Forrest County Board of Supervisors, on this the 5th day of July, 2022.

FORREST COUNTY BOARD OF
SUPERVISORS

By: L. J. Hop
BOARD PRESIDENT

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21715

APPROVED
SECRETARY OF STATE

MICHAEL WATSON
Secretary of State (Seal)

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Delores McNair**, who acknowledged that she is the President of the Board of Trustees of the Hattiesburg Public School District, and that in said representative capacity and she executed the above and foregoing instrument after first having been duly authorized so to do.



My Commission Expires: 12/22/25

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21715

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Robert Williams**, who acknowledged that he is the Superintendent of Education of the Hattiesburg Public School District, and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.


My Commission Expires: 12/22/25

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 18th day of July, 2022, within my jurisdiction, the within named **David Hogan**, who acknowledged that he is the President of the Forrest County Board of Supervisors in and for said county and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.


My Commission Expires: 1/28/24


NOTARY PUBLIC

Initial _____, _____, _____

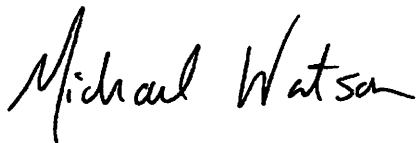
Hattiesburg Public School District
PARCEL 21715

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this _____ OTHER _____ Lease Agreement between

HATTIESBURG MUNICIPAL SCHOOL DISTRICT

as LESSOR and CITY OF HATTIESBURG as LESSEE with a rent amount of \$ 630.00 dated 7th day of July, 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HATTIESBURG MUNICIPAL School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

A handwritten signature in black ink that reads "Michael Watson". The signature is written in a cursive style with a large initial "M".

Secretary of State:
Michael Watson



DEED

Bk:1399 Page:395-402

RCD: 07/22/2022 @ 4:16:27:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Hattiesburg Public School District

301 Mamie Street

Hattiesburg, MS 39401

Phone: 601-582-5078

CONVEYANCE OF PUBLIC TRUST LANDS FOR RIGHT OF WAY

**INDEXING INSTRUCTIONS: Lot 1,
Block 1 of D.D. McInnis Subdivision
of D.D. McInnis Third Survey of the
City of Hattiesburg, County of
Forrest, State of Mississippi**

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 55555

accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the lands conveyed herein are "sixteenth section" lands conveyed for the purposes of road right-of-way, associated utilities and infrastructure, and that should the lands fail to be used for those purposes, then said lands (or the portion thereof) not used for road right-of-way shall revert to ownership and possession of Grantor or its successor in interest.

Grantor reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said conveyed property, together with the right to enter and remove same, but not in a manner which interferes with Grantee's operations on the conveyed property.

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approve of this Lease Agreement by the Secretary of State indicates that the Board of Trustees of Hattiesburg Public School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

This conveyance is pursuant to Resolution of the Hattiesburg School Board adopted
Initial _____, _____, _____ Hattiesburg Public School District
PARCEL 21791

July ^{12th}, 2022 in accordance with Section 29-3-91, et. seq., Mississippi
Code of 1972.

Witness our signatures this the 19th day of July A.D. 2022.

BOARD OF TRUSTEES OF HATTIESBURG
PUBLIC SCHOOL DISTRICT

By: Delores McKnight
BOARD PRESIDENT

By: [Signature]
SUPERINTENDENT OF EDUCATION

Reviewed and approved by the Forrest County Board of Supervisors, on this the 5th day
of July, 2022.

FORREST COUNTY BOARD OF
SUPERVISORS

By: [Signature]
BOARD PRESIDENT

APPROVED
SECRETARY OF STATE

MICHAEL WATSON
Secretary of State (Seal)

STATE OF MISSISSIPPI
COUNTY OF FORREST

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21791

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Delores McNair**, who acknowledged that she is the President of the Board of Trustees of the Hattiesburg Public School District, and that in said representative capacity and she executed the above and foregoing instrument after first having been duly authorized so to do.




NOTARY PUBLIC

My Commission Expires: 12/22/25

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Robert Williams**, who acknowledged that he is the Superintendent of Education of the Hattiesburg Public School District, and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.


My Commission Expires: 12/22/25

NOTARY PUBLIC

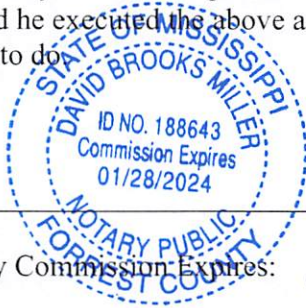


Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21791

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 18th day of July, 2022, within my jurisdiction, the within named **David Hogan**, who acknowledged that he is the President of the Forrest County Board of Supervisors in and for said county and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.



David Brooks Miller
NOTARY PUBLIC

My Commission Expires:

1/28/24

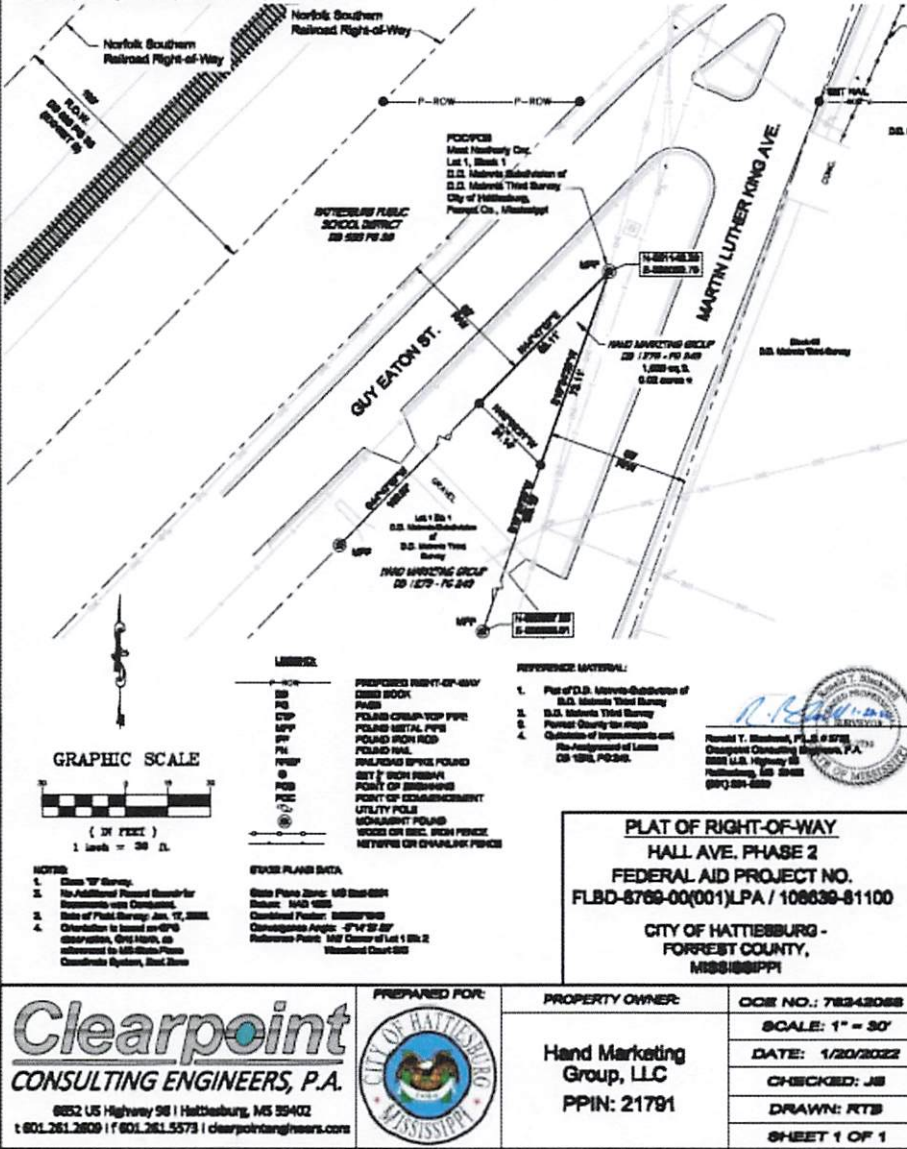
Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21791

DESCRIPTION OF SURVEY AREA
HAND MARKETING GROUP, LLC
PPIN# 21791

A part of Lot 1, Block 1 of D.D. McInnis Subdivision of D.D. McInnis Third Survey of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89")$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commence and Begin at a metal pipe found at the most northerly corner of Lot 1, Block 1 of said D.D. McInnis Subdivision of D.D. McInnis Third Survey, thence run South 18 degrees 34 minutes 28 seconds West along the northwesterly right-of-way of Martin Luther King Ave. (formerly Francis Avenue) for a distance of 73.11 feet to an iron pin set; thence run North 48 degrees 08 minutes 21 seconds West for a distance of 31.14 feet to the southeasterly right-of-way of Guy Eaton St. (formerly Front Avenue and East Side Avenue) to an iron pin set; thence run North 44 degrees 47 minutes 07 seconds East along said right-of-way for 68.11 feet back to the Point of Beginning. Said parcel contains 1,028 square feet, or 0.02 acres, more or less.



Initial _____, _____, _____

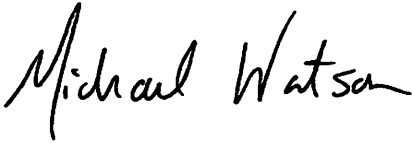
Hattiesburg Public School District
 PARCEL 21791

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this _____ OTHER _____ Lease Agreement between

HATTIESBURG MUNICIPAL SCHOOL DISTRICT

as LESSOR and CITY OF HATTIESBURG as LESSEE with a rent amount of \$ 1130.00 dated 7th day of July, 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HATTIESBURG MUNICIPAL School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of ONE THOUSAND ONE HUNDRED THIRTY and NO/100 Dollars (\$1,130.00) the receipt and sufficiency of which is hereby acknowledged, BOARD OF TRUSTEES OF HATTIESBURG PUBIC SCHOOL DISTRICT, hereby convey unto the CITY OF HATTIESBURG, Mississippi, a political subdivision of the State of Mississippi, the following described land:

A part of Lot 1, Block 1 of D.D. McInnis Subdivision of D.D. McInnis Third Survey of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 27.89" and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commence and Begin at a metal pipe found at the most northerly corner of Lot 1, Block 1 of said D.D. McInnis Subdivision of D.D. McInnis Third Survey, thence run South 19 degrees 34 minutes 20 seconds West along the northwesterly right-of-way of Martin Luther King Ave. (formerly Francis Avenue) for a distance of 73.11 feet to an iron pin set; thence run North 45 degrees 08 minutes 21 seconds West for a distance of 31.14 feet to the southeasterly right-of-way of Guy Eaton St. (formerly Front Avenue and East Side Avenue) to an iron pin set; thence run North 44 degrees 47 minutes 07 seconds East along said right-of-way for 66.11 feet back to the Point of Beginning. Said parcel contains 1,029 square feet, or 0.02 acres, more or less.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued,

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 21791



DEED

Bk:1399 Page:387-394

RCD: 07/22/2022 @ 4:15:38:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Hattiesburg Public School District

301 Mamie Street

Hattiesburg, MS 39401

Phone: 601-582-5078

CONVEYANCE OF PUBLIC SCHOOL TRUST LANDS FOR RIGHT OF WAY

**INDEXING INSTRUCTIONS: Part of
Blocks 65 and 66 of the D.D. McInnis
Third Survey of the City of
Hattiesburg, County of Forrest, State
of Mississippi**

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32303 and 32304

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of TWENTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY and NO/100 Dollars (\$28,770.00) the receipt and sufficiency of which is hereby acknowledged, BOARD OF TRUSTEES OF HATTIESBURG PUBIC SCHOOL DISTRICT, hereby convey unto the CITY OF HATTIESBURG, Mississippi, a political subdivision of the State of Mississippi, the following described land:

A part of Blocks 65 and 66 of the D.D. McInnis Third Survey of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 27.89" and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commence at a found nail at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision, said point having grid coordinates of N = 661275.42, E = 839414.57, thence run North 00 degrees 00 minutes 00 seconds East along the east line of Block 65 of the D.D. McInnis Third Survey for a distance of 16.06 feet to the southern right-of-way of Hall Avenue, said point also being the northeast corner of said Block 65; thence run South 90 degrees 00 minutes 00 seconds West along the south right-of-way of Hall Avenue for a distance of 75.00 feet to and for the POINT OF BEGINNING; thence continue along said right-of-way South 90 degrees 00 minutes 00 seconds West for 74.74 feet to a railroad spike found; thence continue along said right-of-way South 85 degrees 52 minutes 34 seconds West for a distance of 112.06 feet to nail in asphalt marking the former east right of way of Martin Luther King Avenue; thence South 19 degrees 38 minutes 07 seconds along said right-of-way for 381.22 feet; thence leaving said right-of-way, run South 70 degrees 21 minutes 53 seconds East for 4.84 feet; thence North 21 degrees 12 minutes 39 seconds East for 304.35 feet; thence North 90 degrees 00 minutes 00 seconds East for 200.09 feet; thence North 00 degrees 05 minutes 56 seconds West for 85.00 feet back to the Point of Beginning. Said parcel contains 0.44 acres (19,179 sq.ft.) more or less.

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32303 and 32304

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the lands conveyed herein are "sixteenth section" lands conveyed for the purposes of road right-of-way, associated utilities and infrastructure, and that should the lands fail to be used for those purposes, then said lands (or the portion thereof) not used for road right-of-way shall revert to ownership and possession of Grantor or its successor in interest.

Grantor reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said conveyed property, together with the right to enter and remove same, but not in a manner which interferes with Grantee's operations on the conveyed property.

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approve of this Lease Agreement by Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32303 and 32304

the Secretary of State indicates that the Board of Trustees of Hattiesburg Public School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

This conveyance is pursuant to Resolution of the Hattiesburg School Board adopted July 12th, 2022 in accordance with Section 29-3-91, et. seq., Mississippi Code of 1972.

Witness our signatures this the 12th day of July A.D. 2022.

BOARD OF TRUSTEES OF HATTIESBURG
PUBLIC SCHOOL DISTRICT

By: Delores McChair
BOARD PRESIDENT

By: [Signature]
SUPERINTENDENT OF EDUCATION

Reviewed and approved by the Forrest County Board of Supervisors, on this the 5th day of July, 2022.

FORREST COUNTY BOARD OF
SUPERVISORS

By: [Signature]
BOARD PRESIDENT

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32303 and 32304

APPROVED
SECRETARY OF STATE

MICHAEL WATSON
Secretary of State (Seal)

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12 day of July, 2022, within my jurisdiction, the within named **Delores McNair**, who acknowledged that she is the President of the Board of Trustees of the Hattiesburg Public School District, and that in said representative capacity and she executed the above and foregoing instrument after first having been duly authorized so to do.



My Commission Expires: 12/22/25

Kimberly Nelms
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32303 and 32304

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Robert Williams**, who acknowledged that he is the Superintendent of Education of the Hattiesburg Public School District, and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.




NOTARY PUBLIC

My Commission Expires:

12/22/25

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 18th day of July, 2022, within my jurisdiction, the within named **David Hogan**, who acknowledged that he is the President of the Forrest County Board of Supervisors in and for said county and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.



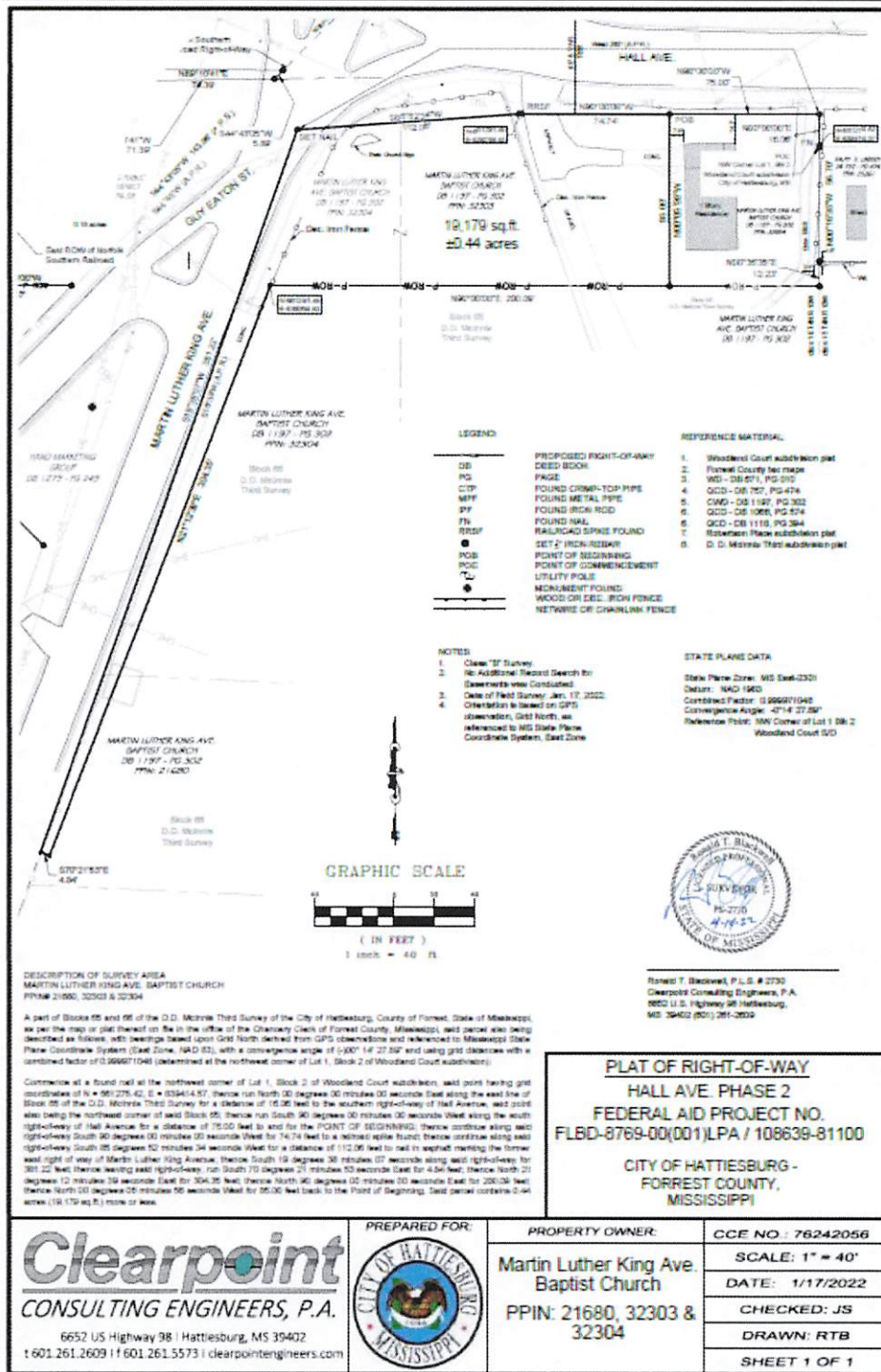

NOTARY PUBLIC

My Commission Expires:

1/28/24

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32303 and 32304



Initial _____, _____, _____

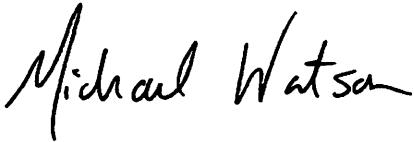
Hattiesburg Public School District
PARCEL 32303 and 32304

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this _____ OTHER _____ Lease Agreement between

HATTIESBURG MUNICIPAL SCHOOL DISTRICT

as LESSOR and CITY OF HATTIESBURG as LESSEE with a rent amount of \$ 28770.00 dated 7th day of July, 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HATTIESBURG MUNICIPAL School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson



DEED

Bk:1399 Page:411-418

RCD: 07/22/2022 @ 4:18:29:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Hattiesburg Public School District

301 Mamie Street

Hattiesburg, MS 39401

Phone: 601-582-5078

CONVEYANCE OF PUBLIC SCHOOL TRUST LANDS FOR RIGHT OF WAY

INDEXING INSTRUCTIONS: SE $\frac{1}{4}$
OF SE $\frac{1}{4}$ OF SECTION 9 AND
THE NE $\frac{1}{4}$ OF SECTION 16,
T4N, R13W, City of
Hattiesburg, Forrest County

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32854

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of ONE HUNDRED and NO/100 Dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged, BOARD OF TRUSTEES OF HATTIESBURG PUBIC SCHOOL DISTRICT, hereby convey unto the CITY OF HATTIESBURG, Mississippi, a political subdivision of the State of Mississippi, a perpetual, exclusive easement in the air space of the Easement Area (as defined below) to the extent reasonably necessary to accommodate the construction, location, maintenance, operation, occupancy, of the Municipality's Improvements as such shall extend over and into the Easement Area, being more particularly defined as:

An airspace right of way being located in the SE 1/4 of the SE 1/4 of Section 9 and the NE 1/4 of the NE 1/4, of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the western right-of-way of Norfolk Southern Railroad):Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), said point having grid coordinates of N = 661304.68, E = 838855.57; thence run North 44° 45' 16" East along the west right of way of the said Norfolk Southern Railroad for 16.28feet; thence leaving said right of way, run South 89° 19' 41" East for 278.72feet to a point on the east right of way of said railroad; thence South 44° 43' 05" West along said east right of way for 5.89 feet to the north line of section 16; thence South 89° 10' 41" West along said north line and the right of way of said railroad for 71.39 feet; thence leaving said north line. continue South 44°43' 05" West along said east right of way for 107.45feet;

Initial _____, _____, _____

Hattiesburg Public School District
RR Airspace Easement

thence leaving said east line, run North 89° 19' 41" West for 139.12 feet to a point on the West right of way of said Norfolk Southern Railroad; thence North 44° 43' 05" East along said right of way for 102.27 feet to the north line of Section 16; thence South 89° 10' 41" West along said north line for 71.88 feet back to the Point of Beginning. Said parcel contains 12707 square feet, or 0.29 acres more or less.

The Grantee herein, its Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements.

The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the lands conveyed herein are "sixteenth section" lands conveyed for the purposes of road right-of-way, associated utilities and infrastructure, and that should the lands fail to be used for those purposes, then said lands (or the portion thereof) not used for road right-of-way shall revert to ownership and possession of Grantor or its successor in interest.

Grantor reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said conveyed property, together with the right to enter and remove same, but not in a manner which interferes with Grantee's operations on the conveyed property.

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general

Initial _____, _____, _____

Hattiesburg Public School District
RR Airspace Easement

supervision of 16th Section Public School Trust Land. Approve of this Lease Agreement by the Secretary of State indicates that the Board of Trustees of Hattiesburg Public School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

This conveyance is pursuant to Resolution of the Hattiesburg School Board adopted July 12th, 2022 in accordance with Section 29-3-91, et. seq., Mississippi Code of 1972.

Witness our signatures this the 19th day of July A.D. 2022.

BOARD OF TRUSTEES OF HATTIESBURG
PUBLIC SCHOOL DISTRICT

By: Delores McRair
BOARD PRESIDENT

By: [Signature]
SUPERINTENDENT OF EDUCATION

Reviewed and approved by the Forrest County Board of Supervisors, on this the 5th day of July, 2022.

Initial _____, _____, _____

Hattiesburg Public School District
RR Airspace Easement

FORREST COUNTY BOARD OF
SUPERVISORS

By:


BOARD PRESIDENT

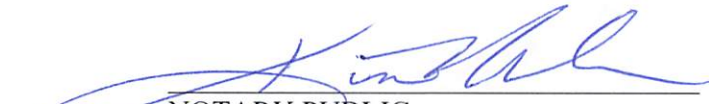
APPROVED
SECRETARY OF STATE

MICHAEL WATSON
Secretary of State (Seal)

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Delores McNair**, who acknowledged that she is the President of the Board of Trustees of the Hattiesburg Public School District, and that in said representative capacity and she executed the above and foregoing instrument after first having been duly authorized so to do.




NOTARY PUBLIC

My Commission Expires 12/22/25

Initial _____, _____, _____

Hattiesburg Public School District
RR Airspace Easement

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Robert Williams**, who acknowledged that he is the Superintendent of Education of the Hattiesburg Public School District, and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.

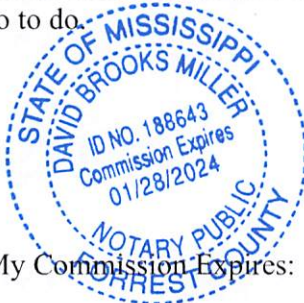


[Signature]
NOTARY PUBLIC

My Commission Expires: 1/25/25

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 18th day of July, 2022, within my jurisdiction, the within named **David Hogan**, who acknowledged that he is the President of the Forrest County Board of Supervisors in and for said county and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.



[Signature]
NOTARY PUBLIC

My Commission Expires: 1/28/24

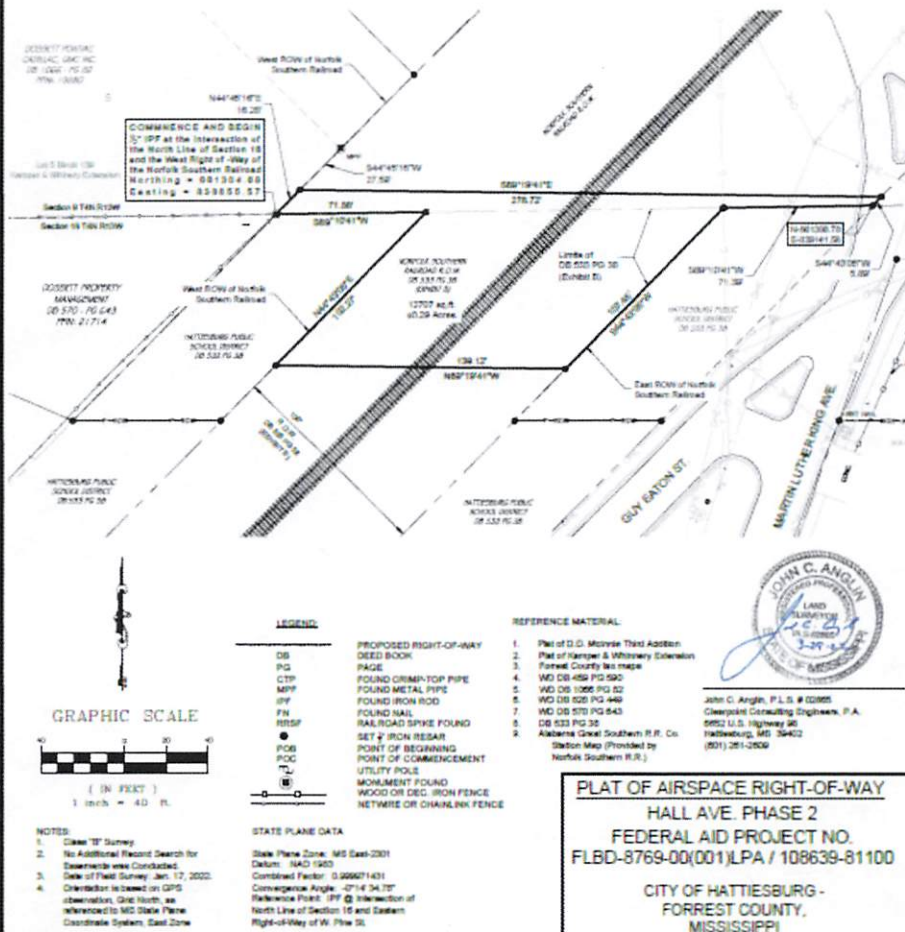
Initial _____, _____, _____

Hattiesburg Public School District
RR Airspace Easement

DESCRIPTION OF SURVEY AREA
NORFOLK SOUTHERN AIR SPACE RIGHT OF WAY

An airspace right of way being located in the SE 1/4 of the SE 1/4 of Section 9 and the NE 1/4 of the NE 1/4 of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-0^{\circ}01'14''34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the western right-of-way of Norfolk Southern Railroad):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), said point having grid coordinates of N = 661304.68, E = 938855.57; thence run North $44^{\circ}45'16''$ East along the west right of way of the said Norfolk Southern Railroad for 16.28; thence leaving said right of way, run South $89^{\circ}19'41''$ East for 278.72 feet to a point on the east right of way of said railroad; thence South $44^{\circ}43'05''$ West along said east right of way for 5.89 feet to the north line of Section 16; thence South $89^{\circ}10'41''$ West along said north line and the right of way of said railroad for 71.39 feet; thence leaving said north line, continue South $44^{\circ}43'05''$ West along said east right of way for 107.45 feet; thence leaving said east line, run North $89^{\circ}19'41''$ West for 139.12 feet to a point on the west right of way of said Norfolk Southern Railroad; thence North $44^{\circ}43'05''$ East along said right of way for 102.27 feet to the north line of Section 16; thence South $89^{\circ}10'41''$ West along said north line for 71.88 feet back to the Point of Beginning. Said parcel contains 12707 square feet, or 0.29 acres more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.
 6652 US Highway 98 | Hattiesburg, MS 39402
 1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com



PROPERTY OWNER:
Norfolk Southern
Railroad

CCE NO. : 76242056
SCALE: 1" = 40'
DATE: 1/20/2022
CHECKED: JS
DRAWN: RTB
SHEET 1 OF 1

Initial _____ / _____ / _____

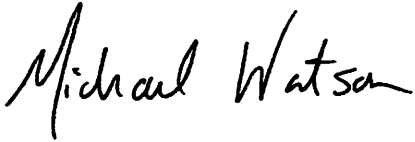
Hattiesburg Public School District
 RR Airspace Easement

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this _____ OTHER _____ Lease Agreement between

HATTIESBURG MUNICIPAL SCHOOL DISTRICT

as LESSOR and CITY OF HATTIESBURG as LESSEE with a rent amount of \$ 100.00 dated 7th day of July, 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HATTIESBURG MUNICIPAL School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

A handwritten signature in black ink that reads "Michael Watson". The signature is written in a cursive style with a large initial "M".

Secretary of State:
Michael Watson



DEED

Bk:1399 Page:378-386

RCD: 07/22/2022 @ 4:14:51:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Hattiesburg Public School District

301 Mamie Street

Hattiesburg, MS 39401

Phone: 601-582-5078

CONVEYANCE OF PUBLIC SCHOOL TRUST LANDS FOR RIGHT OF WAY

INDEXING INSTRUCTIONS: **Block**
65 of the D.D. McInnis Third Survey
of the City of Hattiesburg, County of
Forrest, State of Mississippi

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32854

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of FOUR THOUSAND EIGHT HUNDRED and NO/100 Dollars (\$4,800.00) the receipt and sufficiency of which is hereby acknowledged, BOARD OF TRUSTEES OF HATTIESBURG PUBIC SCHOOL DISTRICT, hereby convey unto the CITY OF HATTIESBURG, Mississippi, a political subdivision of the State of Mississippi, the following described land:

A part of Block 65 of the D.D. McInnis Third Survey of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 27.89" and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a found nail at the northeast corner of Lot 1, Block 2 of Woodland Court subdivision, City of Hattiesburg, MS, thence run South 00 degrees 16 minutes 35 seconds East along the west line of said Lot 1 for a distance of 56.70 feet to an iron pin set at the southwest corner of said Lot 1; thence run South 00 degrees 35 minutes 35 seconds West along the west line of Lot 2, Block 2 of said Woodland Court subdivision for a distance of 12.24 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 75.00 feet to an iron pin set; thence run North 00 degrees 05 minutes 56 seconds West for a distance of 85.00 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run South 90 degrees 00 minutes 00 seconds East along said southern right-of-way of Hall Avenue for a distance of 75.00 feet to an iron pin set at the northeast corner of said Block 65 of the D.D. McInnis Third Survey; thence run South 00 degrees 00 minutes 00 seconds West for a distance of 16.06 feet back to the Point of Beginning. Said parcel contains 6,379 square feet, or 0.15 acres, more or less.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32854

or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the lands conveyed herein are "sixteenth section" lands conveyed for the purposes of road right-of-way, associated utilities and infrastructure, and that should the lands fail to be used for those purposes, then said lands (or the portion thereof) not used for road right-of-way shall revert to ownership and possession of Grantor or its successor in interest.

Grantor reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said conveyed property, together with the right to enter and remove same, but not in a manner which interferes with Grantee's operations on the conveyed property.

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approve of this Lease Agreement by the Secretary of State indicates that the Board of Trustees of Hattiesburg Public School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32854

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

This conveyance is pursuant to Resolution of the Hattiesburg School Board adopted July 12th, 2022 in accordance with Section 29-3-91, et. seq., Mississippi Code of 1972.

Witness our signatures this the 12th day of July A.D. 2022.

BOARD OF TRUSTEES OF HATTIESBURG
PUBLIC SCHOOL DISTRICT

By: Delores McNeil
BOARD PRESIDENT

By: [Signature]
SUPERINTENDENT OF EDUCATION

Reviewed and approved by the Forrest County Board of Supervisors, on this the 5th day of July, 2022.

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32854

FORREST COUNTY BOARD OF
SUPERVISORS

By:

15-1 Hwy

BOARD PRESIDENT

APPROVED
SECRETARY OF STATE

MICHAEL WATSON
Secretary of State (Seal)

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Delores McNair**, who acknowledged that she is the President of the Board of Trustees of the Hattiesburg Public School District, and that in said representative capacity and she executed the above and foregoing instrument after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32854



My Commission Expires: 12/22/25

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Robert Williams**, who acknowledged that he is the Superintendent of Education of the Hattiesburg Public School District, and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.



[Signature]
NOTARY PUBLIC

My Commission Expires:

12/22/25

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 18th day of July, 2022, within my jurisdiction, the within named **David Hogan**, who acknowledged that he is the President of the Forrest County Board of Supervisors in and for said county and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.



[Signature]
NOTARY PUBLIC

My Commission Expires:

1/28/24

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32854

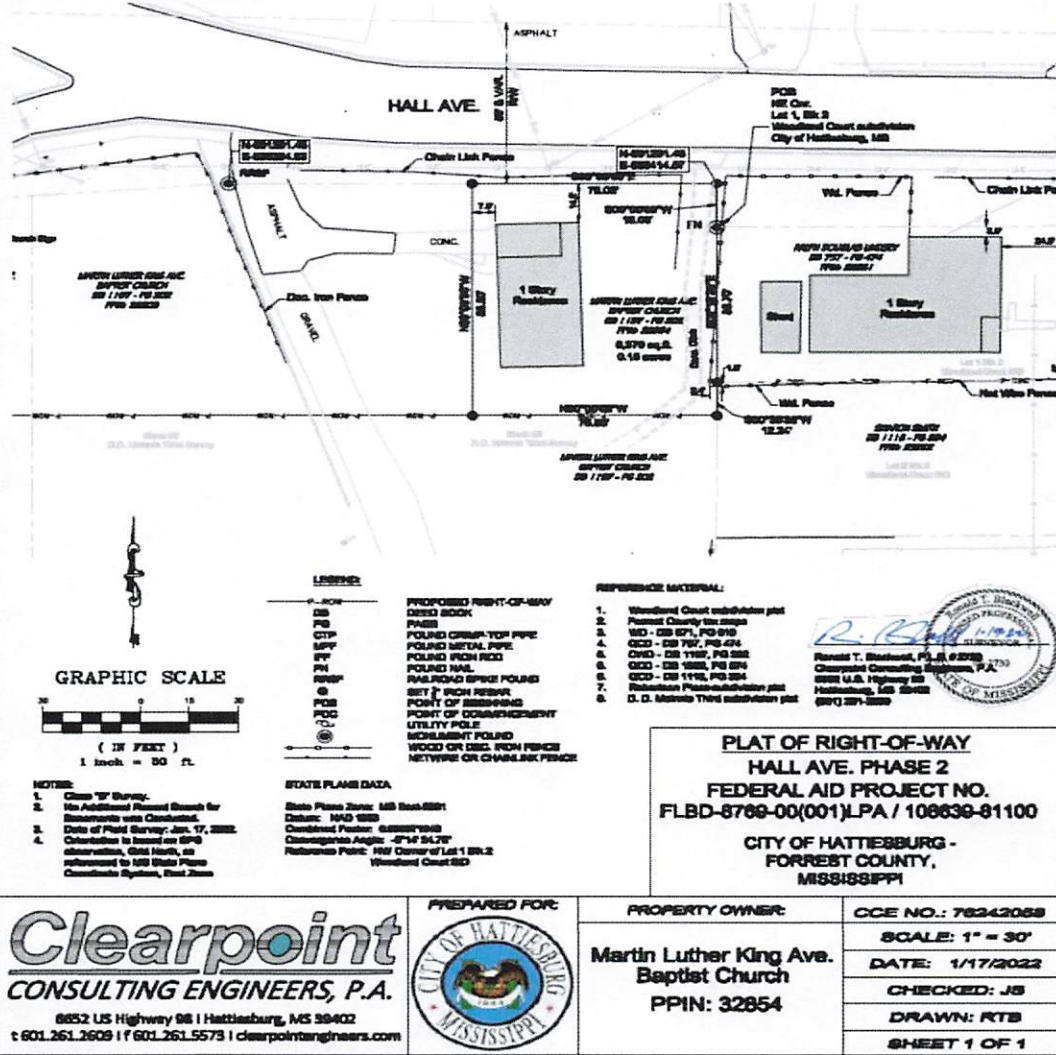
Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 32854

DESCRIPTION OF SURVEY AREA
MARTIN LUTHER KING AVE. BAPTIST CHURCH
 PPIN# 32854

A part of Block 85 of the D.D. Molniss Third Survey of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89")$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a found nail at the northeast corner of Lot 1, Block 2 of Woodland Court subdivision, City of Hattiesburg, MS, thence run South $00^{\circ} 16' 35"$ East along the west line of said Lot 1 for a distance of 55.70 feet to an iron pin set at the southwest corner of said Lot 1; thence run South $00^{\circ} 35' 35"$ West along the west line of Lot 2, Block 2 of said Woodland Court subdivision for a distance of 12.24 feet to an iron pin set; thence run North $90^{\circ} 00' 00"$ West for a distance of 75.00 feet to an iron pin set; thence run North $00^{\circ} 05' 58"$ West for a distance of 85.00 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run South $90^{\circ} 00' 00"$ East along said southern right-of-way of Hall Avenue for a distance of 75.00 feet to an iron pin set at the northeast corner of said Block 85 of the D.D. Molniss Third Survey; thence run South $00^{\circ} 00' 00"$ West for a distance of 16.05 feet back to the Point of Beginning. Said parcel contains 0.379 square feet, or 0.15 acres, more or less.



Initial _____/_____/_____

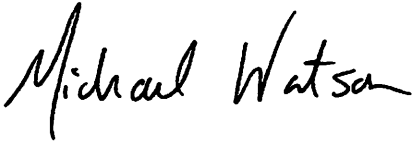
Hattiesburg Public School District
 PARCEL 32854

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this _____ OTHER _____ Lease Agreement between

HATTIESBURG MUNICIPAL SCHOOL DISTRICT

as LESSOR and CITY OF HATTIESBURG as LESSEE with a rent amount of \$ 4800.00 dated 7th day of July, 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HATTIESBURG MUNICIPAL School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

A handwritten signature in black ink that reads "Michael Watson". The signature is written in a cursive style with a large initial "M".

Secretary of State:
Michael Watson



DEED

Bk:1399 Page:403-410

RCD: 07/22/2022 @ 4:17:19:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Hattiesburg Public School District

301 Mamie Street

Hattiesburg, MS 39401

Phone: 601-582-5078

CONVEYANCE OF PUBLIC SCHOOL TRUST LANDS FOR RIGHT OF WAY

**INDEXING INSTRUCTIONS: Parcels
of land being located in the NE 1/4 of
the NE 1/4 of Section 16, Township 4
North, Range 13 West, City of
Hattiesburg, Forrest County,
Mississippi**

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 55555

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of TWENTY-ONE THOUSAND TWO HUNDRED TWENTY-FIVE and NO/100 Dollars (\$21,225.00) the receipt and sufficiency of which is hereby acknowledged, BOARD OF TRUSTEES OF HATTIESBURG PUBIC SCHOOL DISTRICT, hereby convey unto the CITY OF HATTIESBURG, Mississippi, a political subdivision of the State of Mississippi, the following described land:

Parcels of land being located in the NE 1/4 of the NE 1/4 of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

PARCEL "A":

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.88 feet to an iron pin set on the western right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B); thence run South 44 degrees 43 minutes 05 seconds West along said railroad right-of-way for a distance of 139.64 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.74 feet to an iron pin set on the east line of that property described in Deed Book 570 Page 643; thence run North 44 degrees 40 minutes 58 seconds East along the east line of said property for a distance of 138.10 feet back to the Point of Beginning. Said parcel contains 6988 square feet, or 0.16 acres, more or less.

PARCEL "B":

Commence at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 214.65 feet to an iron pin set on the eastern right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B), to and for the Point of Beginning; thence continue North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.39 feet to an iron pin set on the east line of that property described in Deed Book 533 Page 643 (Exhibit A); thence run South 44 degrees 43

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 55555

minutes 05 seconds West along the east line of said property for a distance of 143.96 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.37 feet to an iron pin set on the eastern right-of-way of said Norfolk Southern railroad; thence run North 44 degrees 43 minutes 05 seconds East along said right-of-way for a distance of 142.52 feet back to the Point of Beginning. Said parcel contains 7162 square feet, or 0.16 acres, more or less.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the lands conveyed herein are "sixteenth section" lands conveyed for the purposes of road right-of-way, associated utilities and infrastructure, and that should the lands fail to be used for those purposes, then said lands (or the portion thereof) not used for road right-of-way shall revert to ownership and possession of Grantor or its successor in interest.

Grantor reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said conveyed property, together with the right to enter and remove same, but not in a manner which interferes with Grantee's operations on the conveyed property.

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 55555

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approve of this Lease Agreement by the Secretary of State indicates that the Board of Trustees of Hattiesburg Public School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

This conveyance is pursuant to Resolution of the Hattiesburg School Board adopted July ^{12th}, 2022 in accordance with Section 29-3-91, et. seq., Mississippi Code of 1972.

Witness our signatures this the 12th day of July A.D. 2022.

BOARD OF TRUSTEES OF HATTIESBURG
PUBLIC SCHOOL DISTRICT

By: Deborah McRair
BOARD PRESIDENT

By: [Signature]
SUPERINTENDENT OF EDUCATION

Reviewed and approved by the Forrest County Board of Supervisors, on this the 5th day of July, 2022.

FORREST COUNTY BOARD OF

Initial _____, _____, _____

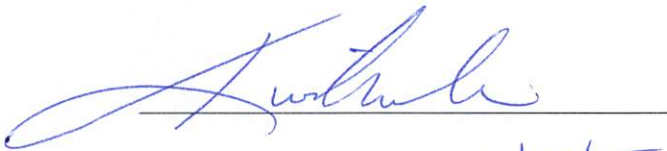
Hattiesburg Public School District
PARCEL 55555

BOARD PRESIDENT

Hattiesburg Public School District
PARCEL 55555

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 12th day of July, 2022, within my jurisdiction, the within named **Robert Williams**, who acknowledged that he is the Superintendent of Education of the Hattiesburg Public School District, and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.



My Commission Expires: 12/22/25

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST

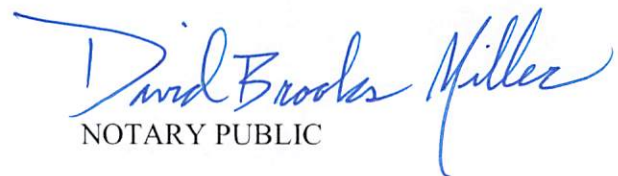
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the 18th day of July, 2022, within my jurisdiction, the within named **David Hogan**, who acknowledged that he is the President of the Forrest County Board of Supervisors in and for said county and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.



My Commission Expires: 1/28/24

NOTARY PUBLIC





Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 55555

DESCRIPTION OF SURVEY AREA HATTIESBURG PUBLIC SCHOOL DISTRICT

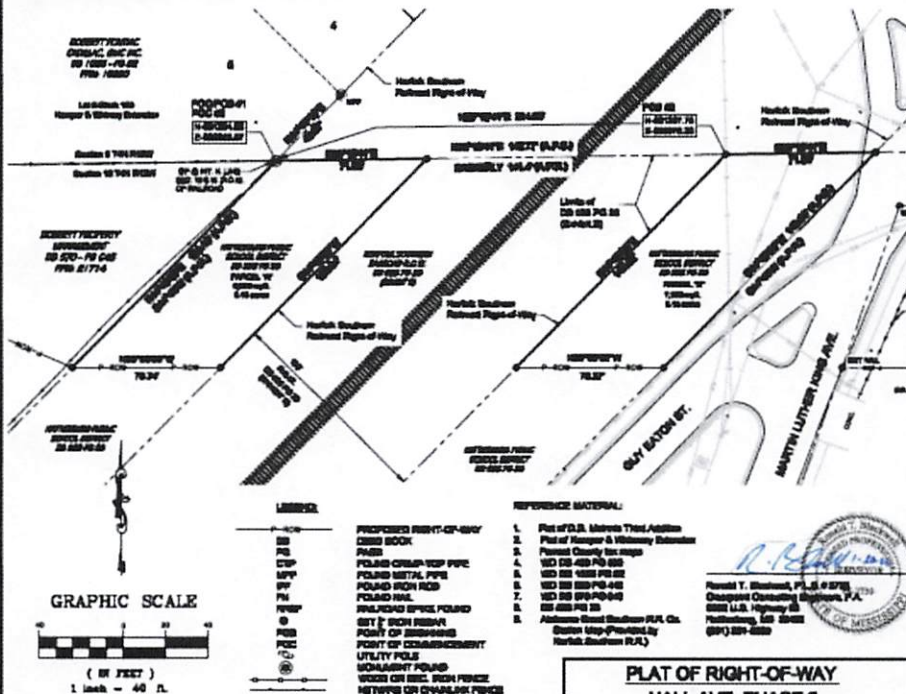
Portion of land being located in the NE 1/4 of the NE 1/4 of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-100^{\circ} 14' 34.78")$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

PARCEL 55:

Commence and begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Hattiesburg Southern railroad (said point also being the southeast corner of Lot 8, Block 139 of Kemper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.89 feet to an iron pin set on the western right-of-way of Hattiesburg Southern railroad as described in Deed Book 633 Page 39 (Exhibit B); thence run South 44 degrees 43 minutes 05 seconds West along said railroad right-of-way for a distance of 139.84 feet to an iron pin set, thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.74 feet to an iron pin set on the east line of that property described in Deed Book 670 Page 642; thence run North 44 degrees 43 minutes 05 seconds East along the east line of said property for a distance of 139.18 feet back to the Point of Beginning. Said parcel contains 6889 square feet, or 0.16 acres, more or less.

PARCEL 56:

Commence at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Hattiesburg Southern railroad (said point also being the southeast corner of Lot 8, Block 139 of Kemper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 214.88 feet to an iron pin set on the eastern right-of-way of Hattiesburg Southern railroad as described in Deed Book 688 Page 58 (Exhibit B); thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.89 feet to an iron pin set on the east line of that property described in Deed Book 633 Page 39 (Exhibit B); thence run South 44 degrees 43 minutes 05 seconds West along the east line of said property for a distance of 143.05 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.57 feet to an iron pin set on the eastern right-of-way of said Hattiesburg Southern railroad; thence run North 44 degrees 43 minutes 05 seconds East along said right-of-way for a distance of 142.02 feet back to the Point of Beginning. Said parcel contains 7962 square feet, or 0.18 acres, more or less.



NOTES:

1. Close 'W' Survey.
2. No Additional Found Boundary Measurements were Conducted.
3. Date of Field Survey: Jan. 17, 2022.
4. Orientation is based on GPS observations, Grid North, as referenced to Mississippi State Plane Coordinate System, East Zone.

STATION PLANT DATA:

State Plane Zone: MS East-83N
Datum: NAD 83
Combined Factor: 0.999971431
Convergence Angle: $(-100^{\circ} 14' 34.78")$
Reference Point: (P) @ Intersection of North Line of Section 16 and Eastern Right-of-Way of W. Pine St.

REFERENCE MATERIAL:

1. Plat of U.S. Military Tract, Addition
2. Plat of Kemper & Whinery Extension
3. Plat of Hattiesburg Southern Railroad
4. MS 15-489-PB-68
5. MS 15-489-PB-68
6. MS 15-489-PB-68
7. MS 15-489-PB-68
8. MS 15-489-PB-68
9. MS 15-489-PB-68
10. MS 15-489-PB-68
11. MS 15-489-PB-68
12. MS 15-489-PB-68
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57. MS 15-489-PB-68
58. MS 15-489-PB-68
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92. MS 15-489-PB-68
93. MS 15-489-PB-68
94. MS 15-489-PB-68
95. MS 15-489-PB-68
96. MS 15-489-PB-68
97. MS 15-489-PB-68
98. MS 15-489-PB-68
99. MS 15-489-PB-68
100. MS 15-489-PB-68

PLAT OF RIGHT-OF-WAY

HALL AVE. PHASE 2

FEDERAL AID PROJECT NO.

FLBD-8769-00(001)LPA / 108630-81100

CITY OF HATTIESBURG -

FORREST COUNTY,

MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.

8852 US Highway 90 | Hattiesburg, MS 39402
t: 601.261.2800 | f: 601.261.5573 | clearpointengr.com

PREPARED FOR:



PROPERTY OWNER:

Hattiesburg Public
School District

CDE NO.: 78342088

SCALE: 1" = 40'

DATE: 1/20/2022

CHECKED: JS

DRAWN: RTB

SHEET 1 OF 1

Initial _____ / _____ / _____

Hattiesburg Public School District
PARCEL 55555

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this _____ OTHER _____ Lease Agreement between

HATTIESBURG MUNICIPAL SCHOOL DISTRICT

as LESSOR and CITY OF HATTIESBURG as LESSEE with a rent amount of \$ 21225.00 dated 7th day of July, 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HATTIESBURG MUNICIPAL School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson



DEED

Bk:1399 Page:595-603

RCD: 07/26/2022 @ 2:21:30:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 016 W (3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Martin Luther King Avenue Baptist Church

110 Martin Luther King Ave.

Hattiesburg, MS 39401

Phone: 601-582-1743

SIXTEENTH SECTION PUBLIC SCHOOL TRUST LANDS

WARRANTY OF LEASEHOLD INTEREST

INDEXING INSTRUCTIONS:

Block 65 of the D.D.

McInnis Third Survey of the
City of Hattiesburg, County
of Forrest, State of
Mississippi

Initial

SH, EA, MSB, MD, MA, CTH

Martin Luther King Avenue Baptist Church
PARCEL 32854

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, **MARTIN LUTHER KING AVENUE BAPTIST CHURCH**, the undersigned, hereby grant, bargain, sell, convey and warrant unto the **CITY OF HATTIESBURG, MISSISSIPPI**, a political subdivision of the State of Mississippi, my/our, Sixteenth Section leasehold interest and all renewals, extensions and modifications thereof in the following described land:

A part of Block 65 of the D.D. McInnis Third Survey of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision): Beginning at a found nail at the northeast corner of Lot 1, Block 2 of Woodland Court subdivision, City of Hattiesburg, MS, thence run South 00 degrees 16 minutes 35 seconds East along the west line of said Lot 1 for a distance of 56.70 feet to an iron pin set at the southwest corner of said Lot 1; thence run South 00 degrees 35 minutes 35 seconds West along the west line of Lot 2, Block 2 of said Woodland Court subdivision for a distance of 12.24 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 75.00 feet to an iron pin set; thence run North 00 degrees 05 minutes 56 seconds West for a distance of 85.00 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run South 90 degrees 00 minutes 00 seconds East along said southern right-of-way of Hall Avenue for a distance of 75.00 feet to an iron pin set at the northeast corner of said Block 65, of the D.D. McInnis Third Survey; thence run South 00 degrees 00 minutes 00 seconds West for a distance of 16.06 feet back to the Point of Beginning. Said parcel contains 6,379 square feet, or 0.15 acres, more or less.

Initial SL, EA, MMS, TD, MW, CTJ
Martin Luther King Avenue Baptist Church
PARCEL 32854

The grantor herein further warrants that the above described property is no part of his/ her homestead.

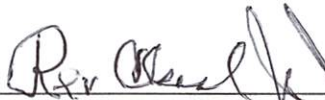
This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

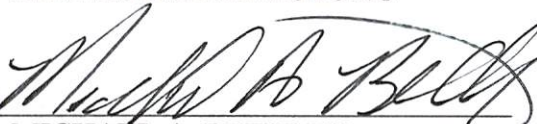
Initial SJ, EA, MAB, NO, AW, QIT
Martin Luther King Avenue Baptist Church
PARCEL 32854

Witness our signature(s) this the 30th day of June A.D. 2022.

Signature 
REV. CLAUDE JACKSON, JR.

Signature 
REV. SAMUEL LEROY JOHNSON

Signature 
EARNESTINE ARMSTONG

Signature 
MICHAEL A. BETHLEY

Initial SD, EA, M.A., CB, AK, CTI
Martin Luther King Avenue Baptist Church
PARCEL 32854

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this 30th day of June, 2022, within my jurisdiction, the within-named **Rev. Claude Jackson, Jr**, who acknowledged that he is a **Trustee of Martin Luther King Avenue Baptist Church**, a Mississippi unincorporated religious society, and that in said capacity, and that for and on behalf of said unincorporate religious society, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.



(NOTARY PUBLIC)

My commission expires: _____



Initial CL, EA, MAB, MD, AJW, C.J.I.

Martin Luther King Avenue Baptist Church
PARCEL 32854

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 8 day of June, 2022, within my jurisdiction, the within-named **Rev. Samuel Leroy Johnson**, who acknowledged that he is a **Trustee of Martin Luther King Avenue Baptist Church**, a Mississippi unincorporated religious society, and that in said capacity, and that for and on behalf of said unincorporate religious society, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

 (NOTARY PUBLIC)

My commission expires: _____



Initial SL, EA, MAR, MD, AW, DTJ
Martin Luther King Avenue Baptist Church
PARCEL 32854

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me the undersigned authority in and for said county and state on this 17 day of August, 2012, within my jurisdiction the within-named Rev. Samuel Leroy Johnson, who acknowledged that he is a Trustee of Martin Luther King Avenue Baptist Church, a Mississippi incorporated religious society, and that for and on behalf of said incorporated religious society, and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized so to do.

(NOTARY PUBLIC)



My commission expires

Martin Luther King Avenue Baptist Church
PARCLOT 03354

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, Wed day of June 8, 2022, within my jurisdiction, the within-named **Earnestine Armstrong**, who acknowledged that she is a **Trustee of Martin Luther King Avenue Baptist Church**, a Mississippi unincorporated religious society, and that in said capacity, and that for and on behalf of said unincorporate religious society, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized so to do.

 (NOTARY PUBLIC)

My commission expires: _____



Initial

EA, SI, MAB, MD, AW, CII

Martin Luther King Avenue Baptist Church
PARCEL 32854

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 8th day of June, 2022, within my jurisdiction, the within-named **Michael A. Bethley**, who acknowledged that he is a **Trustee of Martin Luther King Avenue Baptist Church**, a Mississippi unincorporated religious society, and that in said capacity, and that for and on behalf of said unincorporate religious society, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

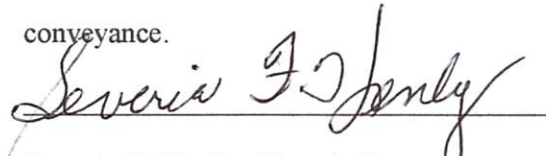
 (NOTARY PUBLIC)

My commission expires: _____



Initial MB, EA, MAB, SM, JD, CTJ
Martin Luther King Avenue Baptist Church
PARCEL 32854

NOW, THEREFORE, the undersigned hereby certifies that the Martin Luther King Avenue Baptist Church duly and properly noticed a meeting of the Congregation, that at least 20% of the members of the Congregation in good standing were in attendance, that a majority of the members in good standing present at the meeting voted in favor of authorizing the conveyance of land and leasehold interest to the City of Hattiesburg as set forth above, and appointed the trustees identified above to execute this deed and such other documents as reasonably necessary to effect said conveyance.

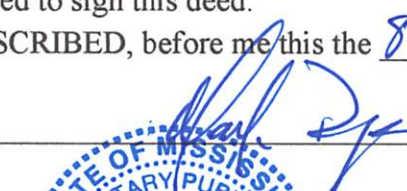

Severia F. Henly, Church Secretary

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY, came and appeared before me, the within named, **Severia F. Henly**, personally known to me or proven to me by sufficient photo identification, who after being duly sworn states under oath that she/he in her official capacity at **Secretary of Martin Luther King Avenue Baptist Church**, does hereby certify that the above and foregoing individuals were duly appointed as Trustees of Martin Luther King Avenue Baptist Church, and authorized to sign this deed.

SWORN AND SUBSCRIBED, before me this the 8th day of June, 2022



(NOTARY PUBLIC)

My commission expires: _____



Initial

SL, EA, MAB, PLW, DD, SII

Martin Luther King Avenue Baptist Church
PARCEL 32854

NOW, THEREFORE, the undersigned hereby certifies that the Martin Luther King Avenue Baptist Church duly and properly noticed a meeting of its congregation that at least 75% of the members of the congregation in good standing were in attendance, that a majority of the members in good standing present at the meeting voted in favor of authorizing the conveyance of land and interests therein to the City of Jackson as set forth above, and approved the trustees' agreement above to execute this deed and such other documents as reasonably necessary to effect and

 Secretary of Church

STATE OF MISSISSIPPI
 COUNTY OF FORREST

PERSONALITY, name and appeared before me, the undersigned, Secretary of the Church, personally known to me or proven to me by sufficient phone identification, who after being duly sworn states under oath that she is the official capacity as Secretary of Martin Luther King Avenue Baptist Church, does hereby certify that the above and foregoing individuals were duly appointed as Trustees of Martin Luther King Avenue Baptist Church and authorized to sign this deed.

SWORN AND SIGNED before me this the 1st day of May, 2022

(NOTARY PUBLIC)



My commission expires

Witness my hand and the seal of my office this 1st day of May, 2022.
 Mark Dye
 Notary Public
 Martin Luther King Avenue Baptist Church
 Jackson, Mississippi



DEED

Bk:1398 Page:459-463

RCD: 07/13/2022 @ 2:59:38:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Paul M. and Beatrice P. Myers

701 Dabbs St.

Hattiesburg, Mississippi 39401

Phone:

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

**Lot 1, Block 95 of the Robertson Place
Subdivision of the Kemper and Lewin
Survey to the City of Hattiesburg, County
of Forrest, State of Mississippi**

Initial P M. B. M.

PAUL M. MYERS AND BEATRICE E. MYERS
PARCEL 23748

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned hereby grant, sell, convey and warrant unto City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Hall Avenue Overpass Project LPA 108639/802000 / FBLD-8769-00(001) Phase II, a temporary easement through, over, on and across the following described land:

A temporary construction easement located in Lot 1, Block 95 of the Robertson Place Subdivision of the Kemper and Lewin Survey to 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 23.12''$ and using grid distances with a combined factor of 0.999970457 (determined at the northwest corner of Lot 23, Block 95 of Robertson Place Subdivision):

Commence at a 1/2" iron pin found marking the Northwest corner Lot 23, Block 95 of the said Robertson Place Subdivision of the Kemper and Lewin Survey to the City of Hattiesburg, said point having grid coordinates of N = 661276.86, E = 840210.04; thence run South $89^{\circ} 29' 58''$ East along the South right-of-way of Hall Avenue for 290.72 feet to the POINT OF BEGINNING; thence continue along said right-of-way South $89^{\circ} 29' 58''$ East for 125.01 feet to the West right-of-way of Dabbs Street; thence South $00^{\circ} 00' 28''$ West along said West right-of-way for 5.00 feet; thence leaving said right-of-way, run North $89^{\circ} 29' 58''$ West for 125.01 to the West boundary of the property described in Deed Book 1287 at Page 647; thence North $00^{\circ} 00' 00''$ East along said West boundary for 5.00 feet back to the Point of Beginning. Said easement contains 625 square feet, more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to

Initial P, M
B, M

PAUL M. MYERS AND BEATRICE E. MYERS
PARCEL 23748

complete the construction of said Hall Avenue Overpass Project in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of their homestead.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed roadway project, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 12 day of July A.D. 2022.

Signature Paul Myers
PAUL M. MYERS

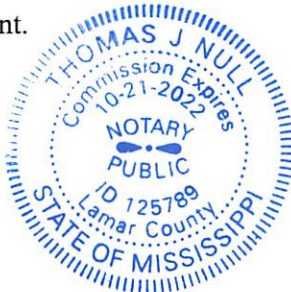
Signature Beatrice Myers
BEATRICE E. MYERS

Initial P. M.
B. M.

PAUL M. MYERS AND BEATRICE E. MYERS
PARCEL 23748

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 day of JULY, 2022, within my jurisdiction, the within named **PAUL M. MYERS**, who acknowledged that he executed the above and foregoing instrument.



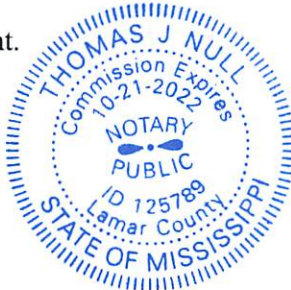
Thomas J. Null
(NOTARY PUBLIC)

(SEAL)

My commission expires: 10-21-2022

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 day of JULY, 2022, within my jurisdiction, the within named **BEATRICE E. MYERS**, who acknowledged that he executed the above and foregoing instrument.



Thomas J. Null
(NOTARY PUBLIC)

(SEAL)

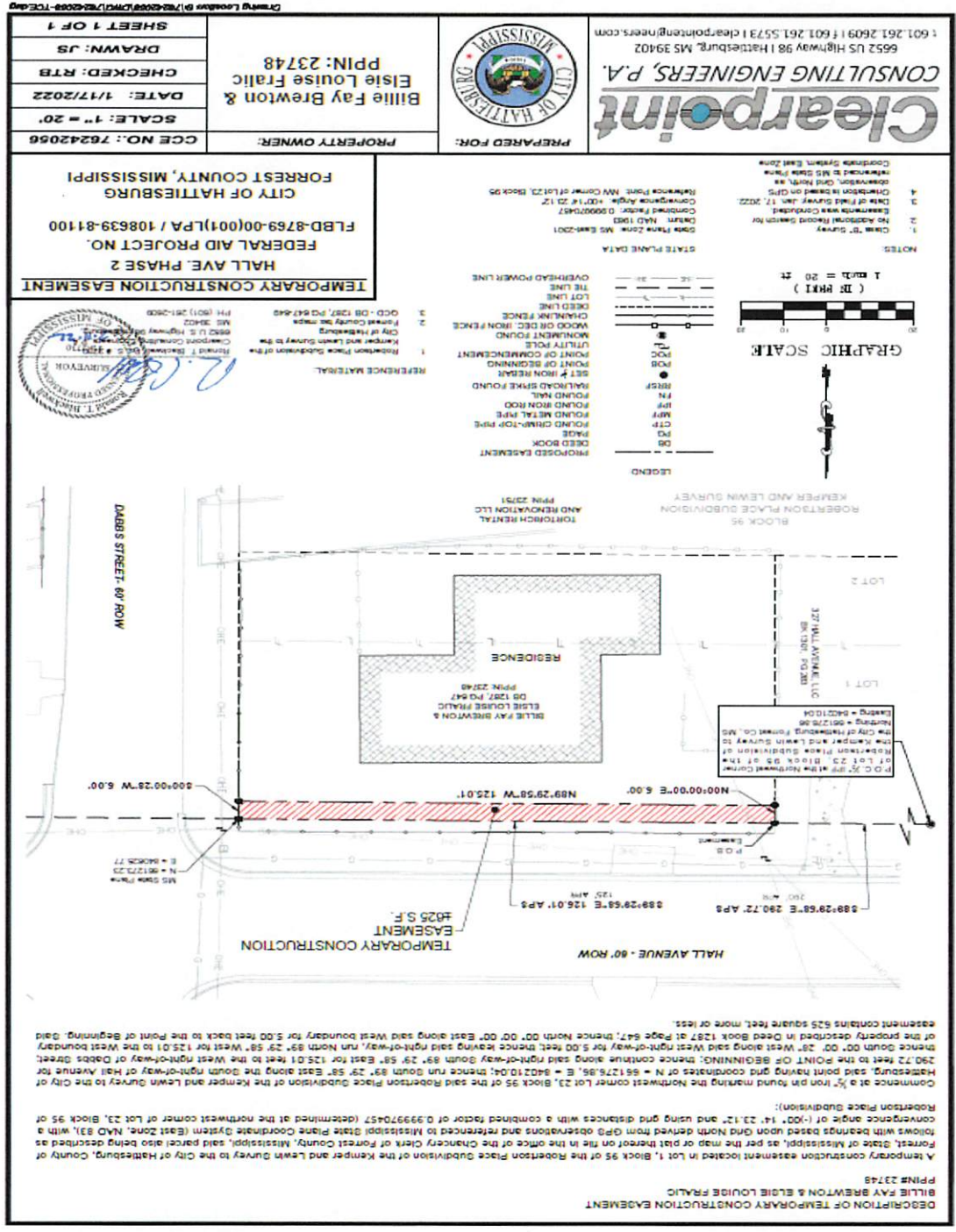
My commission expires: 10-21-2022

Initial P. M.
B. M.

PAUL M. MYERS AND BEATRICE E. MYERS
PARCEL 23748

PAUL M. MYERS AND BEATRICE E. MYERS
PARCEL 23748

Initial *pm* *bm*





DEED

Bk:1399 Page:582-586

RCD: 07/26/2022 @ 2:12:15:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Eugene Polk, Jr. and Mary Dawson

109 Hall Avenue

Hattiesburg, MS 39401

Phone: (601) 434-3196

QUITCLAIM DEED

INDEXING INSTRUCTIONS:

**Part of Block 65 of the D.D. McInnis Third Survey
of the City of Hattiesburg, County of Forrest, State of Mississippi**

Initial

EP, MD, EP

Eugene Polk, Jr. and Mary Dawson
PARCEL 32854

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of One Hundred and NO/100 Dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged, **EUGENE POLK, JR. AND WIFE MARY DAWSON**, the undersigned, hereby grant, bargain, sell, convey and quitclaim unto the **CITY OF HATTIESBURG, MISSISSIPPI**, a political subdivision of the State of Mississippi, the following described land:

A part of Block 65 of the D.D. McInnis Third Survey of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a found nail at the northeast corner of Lot 1, Block 2 of Woodland Court subdivision, City of Hattiesburg, MS, thence run South 00 degrees 16 minutes 35 seconds East along the west line of said Lot 1 for a distance of 56.70 feet to an iron pin set at the southwest corner of said Lot 1; thence run South 00 degrees 35 minutes 35 seconds West along the west line of Lot 2, Block 2 of said Woodland Court subdivision for a distance of 12.24 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 75.00 feet to an iron pin set; thence run North 00 degrees 05 minutes 56 seconds West for a distance of 85.00 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run South 90 degrees 00 minutes 00 seconds East along said southern right-of-way of Hall Avenue for a distance of 75.00 feet to an iron pin set at the northeast corner of said Block 65 of the D.D. McInnis Third Survey; thence run South 00 degrees 00 minutes 00 seconds West for a distance of 16.06 feet back to the Point of Beginning.

Said parcel contains 6,379 square feet, or 0.15 acres, more or less.

Initial

, , 

Eugene Polk, Jr. and Mary Dawson
PARCEL 32854

The grantor herein further warrants that the above described property is no part of his/her homestead.

This conveyance includes all improvements located on the above described land. The consideration herein named is in full payment of all said improvements.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all damage and compensation which would be allowable under a decree, were it rendered by the Court and jury in an Eminent Domain proceeding under the provision of the applicable laws and statutes of the State of Mississippi.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the 30th day of June A.D. 2022.

Signature Eugene Polk, Jr.
Eugene Polk, Jr.

Signature Mary L Dawson
Mary Dawson

Initial EP, MD, EP

Eugene Polk, Jr. and Mary Dawson
PARCEL 32854

The grantor hereby further warrants that the above described property is no part of

heretofore proposed

and this conveyance includes all improvements located on the above described land

The consideration herein named is in full payment of all said improvements

It is understood and agreed that the consideration herein named is in full payment

and settlement of any and all claims and compensation which would be allowable

under a decree, were it rendered by the Court and pay in an Eminent Domain proceeding

under the provision of the applicable laws and statutes of the State of Mississippi

It is further understood and agreed that this instrument constitutes the entire

agreement between the parties and the grantor, there being no oral agreements or

representation of any kind

Witness my hand and signature this 2nd day of July, A.D. 2011


Eugene Polk, Jr.


Mary Polk


Mary Polk

Eugene Polk, Jr. and Mary Polk
WITNESSES

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of June, 2022, within my jurisdiction, the within named **Eugene Polk, Jr., and wife Mary Dawson**, who acknowledged that they executed the above and foregoing instrument.

 (NOTARY PUBLIC)

(SEAL)

My commission expires: _____



Initial



Eugene Polk, Jr. and Mary Dawson
PARCEL 32854

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state on this 25th day of March, 2022, within my jurisdiction, the within named Eugene Polk, Jr. and wife Mary Dawson who acknowledged that they executed the above and foregoing instrument.

(NOTARY PUBLIC)



(S.E.A.)

My commission expires

Eugene Polk, Jr. and Mary Dawson
WITNESSES

Initials: EP Jr. MD

14, med, Ed

Eugene Polk, Jr. and Mary Dawson
PARCEL 32854



DEED

Bk:1402 Page:524-533

RCD: 08/25/2022 @ 1:15:29:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Estate of Ralph Douglas Lindsey

701 Woodland Court

Hattiesburg, MS 39401

Phone: _____

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lot 1, Block 2, Woodland Court

Subdivision

Initial

RD, DL, CM

ESTATE OF RALPH DOUGLAS LINDSEY
PPIN 25261

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Seventy-Nine Thousand Six Hundred Forty-Five and NO/100 Dollars (\$79,645.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land:

All of Lot One (1), Block Two (2) of the Woodland Court subdivision of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89")$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a metal pipe found at the southeast corner of said Lot 1, thence run South 89 degrees 43 minutes 25 seconds West along the south line of said Lot 1 for a distance of 112.01 feet to an iron pin set on the west line of said Lot 1; thence run North 00 degrees 16 minutes 35 seconds West for a distance of 56.70 feet to a found nail at the northwest corner of said Lot 1, said point also being on the southern right-of-way of Hall Avenue; thence run North 89 degrees 43 minutes 25 seconds East along said southern right-of-way of Hall Avenue for a distance of 112.01 feet to an iron pin set on the western right-of-way of Woodland Ct.; thence run South 00 degrees 16 minutes 35 seconds East along said western right-of-way of Woodland Ct. for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,351 square feet, or 0.15 acres, more or less.

The grantor herein further warrants that the above described property is not occupied as a homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns

Initial MD, RL, CM

ESTATE OF RALPH DOUGLAS LINDSEY
PPIN 25261

are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

This conveyance is made pursuant to Court order in the Matter of the Estate of Ralph Douglas Lindsey, Cause No. 21-PR-00102-CS, attached hereto as Exhibit A.

Witness my signature this the 30th day of 3rd A.D. 2022.

Signature Cassandra Murrell
Cassandra Murrell, Administrator of the
Estate of Ralph Douglas Lindsey

Signature Cassandra Murrell
Cassandra Murrell, heir at law

Signature Desirée Lindsey
Desirée Lindsey, heir at law

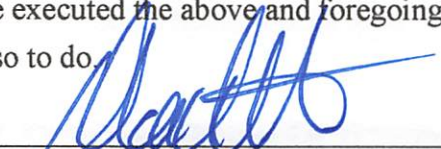
Initial DL, DS, CM

ESTATE OF RALPH DOUGLAS LINDSEY
PPIN 25261

STATE OF TEXAS

COUNTY OF Denton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of July, 2022, within my jurisdiction, the within named **Cassandra Murrell**, who acknowledged that she is **Administrator of The Estate of Ralph D. Lindsey** and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.


(NOTARY PUBLIC)

(SEAL)

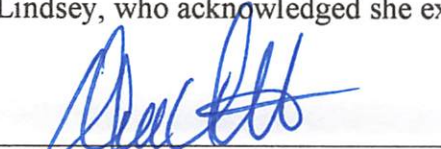
My commission expires: July 7th 2025



STATE OF TEXAS

COUNTY OF Denton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of July, 2022, within my jurisdiction, the within named **Cassandra Murrell**, heir at law of Ralph Douglas Lindsey, who acknowledged she executed the above and foregoing instrument.


(NOTARY PUBLIC)

(SEAL)

My commission expires: July 7th 2025



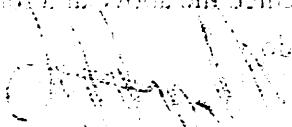
Initial MB, RL, CM

ESTATE OF RALPH DOUGLAS LINDSEY
PPIN 25261

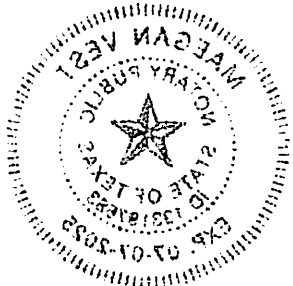
STATE OF TEXAS

COUNTY OF DAVALL

Personally appeared before me the undersigned authority in and for the said county and state on this 23rd day of August, 2022, within my jurisdiction, the within named Classmate Blinnell, who acknowledged that she is Administrator of the Estate of Ralph D. Blinnell and that in said representative capacity she executed and delivered the foregoing instrument, after first being duly authorized so to do.


(NOTARY PUBLIC)

(SEAL)

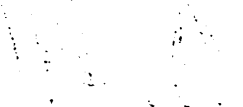


My commission expires 07-07-2023

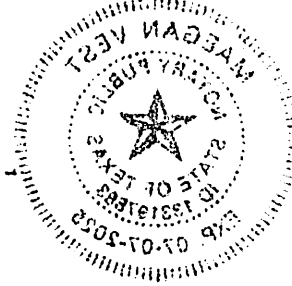
STATE OF TEXAS

COUNTY OF DAVALL

Personally appeared before me the undersigned authority in and for the said county and state on this 23rd day of August, 2022, within my jurisdiction, the within named Classmate Blinnell, who acknowledged that she is Administrator of the Estate of Ralph Douglas Blinnell and that in said representative capacity she executed the above and foregoing instrument.


(NOTARY PUBLIC)

(SEAL)



My commission expires 07-07-2023


Initials

ESTATE OF RALPH DOUGLAS BLINNELL
2022 08 23

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of July, 2022, within my jurisdiction, the within named **Desir'ee Lindsey**, heir at law of Ralph Douglas Lindsey, who acknowledged she executed the above and foregoing instrument.


(NOTARY PUBLIC)

(SEAL)

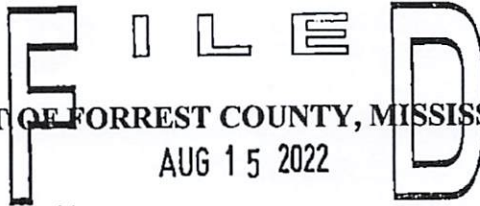
My commission expires: _____



Initial DL, DL, cm

ESTATE OF RALPH DOUGLAS LINDSEY
PPIN 25261

ESTATE OF RALPH DOUGLAS LINDSEY
PPIN 25261



IN THE CHANCERY COURT OF FORREST COUNTY, MISSISSIPPI
IN THE MATTER OF THE ESTATE
OF RALPH D. LINDSEY, DECEASED
CASSANDRA MURRELL, PETITIONER

LANC E C. REID
Chancery Clerk
CAUSE NO. 21-pr-00102-CS

JUDGMENT GRANTING PETITION TO AUTHORIZE SALE OF PROPERTY

THIS MATTER, having come before the Court upon the Petition of **Cassandra Murrell**, Administrator of the **Estate of Ralph D. Lindsey**, and as the Petitioner herein, requesting a Judgment to Authorize the Sale of Property, and the Court, after having considered the same, finds as follows:

I.

Petitioner, **Cassandra Murrell**, is the appointed Administrator of the **Estate of Ralph D. Lindsey**, deceased.

II.

Petitioner has shown that at the time of his death, Decedent was the owner of real property in Forrest County, Hattiesburg, Mississippi, located at 701 Woodland Court, Hattiesburg, Mississippi 39401, and which is properly described as follows:

All of Lot One (1), Block Two (2) of the Woodland Court subdivision of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a metal pipe found at the southeast corner of said Lot 1, thence run South 89 degrees 43 minutes 25 seconds West along the south line of said Lot 1 for a distance of 112.01 feet to an iron pin set on the west line of said Lot 1; thence run North 00 degrees 16 minutes 35 seconds West for a distance of 56.70 feet to a found nail at the northwest corner of said Lot 1, said point also being on the southern right-of-way of Hall Avenue; thence run North 89 degrees 43 minutes 25 seconds East along said southern right-of-way of Hall Avenue for a distance of 112.01 feet to an iron pin set on the western right-of-way of Woodland Ct.; thence run South 00 degrees 16 minutes 35 seconds East along said western



right-of-way of Woodland Ct. for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,351 square feet, or 0.15 acres, more or less.

III.

Petitioner has shown that the City of Hattiesburg, Mississippi, has made a fair market value offer to acquire said Property for the total amount of \$85,560.00, in association with right-of-way acquisition. After Evelyn Lindsey is paid \$5,915.00 for her interest in the property per the final judgment of divorce dated June 25, 1998, the estate will receive \$79,245.00.

IV.

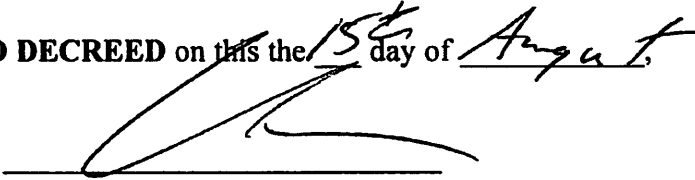
Petitioner has shown unto the Court that the offered price is a fair price for said Property. The Petitioner has sought the Court's approval to accept this Fair Market Value Offer so that this Property be sold pursuant to the terms thereof. Further, the Petitioner has sought permission of the Court to execute and deliver a deed to convey the Property to the Purchaser, to execute a settlement statement and other closing documents, and to pay off any existing encumbrances or deeds of trust on the Property. Petitioner has further sought permission to deposit all proceeds from the sale of the Property into the registry of this Court.

Desiree Lindsey, the other heir-at-law of Decedent along with Petitioner, has filed a Waiver and Joinder to this Petition evidencing her agreement to the relief requested herein.

IT IS, ACCORDINGLY, HEREBY ORDERED, ADJUDGED AND DECREED that Petitioner is hereby granted full authority to sale the Property, to execute and deliver a deed to convey the property to the Purchaser, to execute a settlement statement and other closing documents, and to pay off any existing encumbrances or deeds of trust on the property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Petitioner is hereby granted full authority to deposit all funds received from the sale of the Property into the registry of this Court.

SO ORDERED, ADJUDGED AND DECREED on this the 15th day of August, 2022.


CHANCELLOR

Prepared by:

Alethea M. Shaw-Milton (MSB No. 10759)
Shaw-Milton Law Office, PLLC
P. O. Box 2124
Hattiesburg, MS 39403
(601) 270-8408

ROW-205
(Rev. 2-84)

CITY OF HATTIESBURG, MISSISSIPPI

FAIR MARKET VALUE OFFER (REVISED)

NAME: Estate of Ralph D. Lindsey DATE: July 21, 2022
PROJECT: 108639-802000
ADDRESS: 2613 Shorewood Drive COUNTY: Forrest
Little Elm, TX 75088
ROWPARCEL(S): 25261

It is necessary that the City of Hattiesburg, Mississippi acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument(s).

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/ value determination in the amount of \$ 79,845.00.

☒ Appraisal. ☐ Waiver Valuation. This Waiver Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvements being acquired are all improvements

The following real property and improvements are being acquired but not owned by you Evelyn Lindsey is to be paid \$5,915 for her interest in the property per the final judgment of divorce on 08/25/1998 (\$85,580 - \$5,915 = \$79,645)

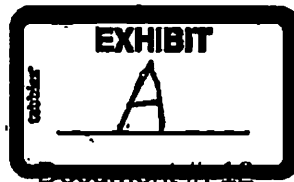
Separately held interest(s) in the real property are valued at \$ 5,915.00 These interests are not included in the above fair market value offer.

Land Value:	6,351 sq. ft.	Warranty Deed	\$	<u>6,400.00</u>
Improvements:	All Improvements		\$	<u>73,245.00</u>
Damages:	Not Applicable		\$	<u>0.00</u>

Total Fair Market Value Offer \$ 79,645.00

NOTE: All interests must be acquired by the City before any payment will be made.

[Signature]
Right of Way Acquisition Agent
City of Hattiesburg, Mississippi



Jackson, Tullos & Rogers, PLLC

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

Joseph R. Tullos, Partner
E-mail: jtullos@jacksonfirm.com
Telephone: (601) 264-3309

Mailing Address:
P.O. Box 15517
Hattiesburg, MS 39404-5517

September 28, 2022

VIA HAND DELIVERY

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

Re: Railroad Overpass Phase 2

Dear Mr. Rutland:

Please find enclosed the following recorded documents.

1. Quitclaim from Evelyn Lindsey - Book 1402 Pages 534-538;
2. Warranty Deed from Estate of Ralph Douglas Lindsey - Book 1402 Pages 524-533;
3. Quitclaim Deed from Eugene Polk, Jr. and Mary Dawson – Book 1399 Pages 582-586;
4. Warranty Deed from Dossett Pontiac-Cadillac-GMC, Inc. – Book 1399 Pages 349-356;
5. Warranty Deed from Raymond C. Bullock – Book 1398 Pages 354-358;
6. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Hand Marketing Group, LLC - Book 1398 Pages 469-473;
7. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Dossett Property Management General Partnership - Book 1399 Pages 338-343;
8. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Daniel E. Dossett and R.B. Dossett, Jr. – Book 1399 Pages 344-348;
9. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Martin Luther King Avenue Baptist Church – Book 1399 Pages 587-594;
10. Sixteenth Section Public School Trust Lands Warranty of Leasehold Interest from Martin Luther King Avenue Baptist Church – Book 1399 Pages 595-603;
11. Temporary Easement from Michael McCullum d/b/a McCullum Property Management – Book 1398 Pages 339-343;
12. Temporary Easement from Hattiesburg Public School District – Book 1399 Pages 395-402;
13. Temporary Easement from Charles Patrick Johnson – Book 1398 Pages 344-348;
14. Temporary Easement from Paul M. and Beatrice P. Myers – Book 1398 Pages 459-463;

15. Temporary Easement from Clark Investments, LLC – Book 1398 Pages 464-468;
16. Temporary Easement from Elizabeth Wilson – Book 1398 Pages 349-353;
17. Temporary Easement from Pam Grant and Keyland Grant – Book 1400 Pages 40-44;
18. Temporary Easement from James P. and Francis M. Maloney – Book 1399 Pages 357-361;
19. Temporary Easement from Patrice A. Butler – Book 1398 Pages 359-363;
20. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 362-369;
21. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 370-377;
22. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 378-386;
23. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 387-394;
24. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 403-410; and
25. Conveyance of Public School Trust Lands for Right of Way from Hattiesburg Public School District – Book 1399 Pages 411-418.

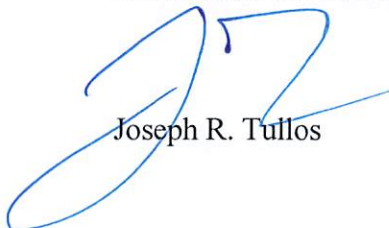
Also enclosed are the following closing documents.

1. Closing Statement – Hattiesburg Public School District – Blocks 65 and 66 of the D.D. McInnis Third Survey – PPIN 21680, 32303 & 32304;
2. Closing Statement – Hattiesburg Public School District – NE ¼ of NE ¼ of Section 16, Township 4 North, Range 13 West – PPIN 55555;
3. Closing Statement – Hattiesburg Public School District – A part of Block 65 of the D. D. McInnis Third Survey – PPIN 32854;
4. Closing Statement – Hattiesburg Public School District – A part of Block 69 of D.D. McInnis Third Survey – PPIN 21715;
5. Closing Statement – Hattiesburg Public School District - A part of Block 69 of D.D. McInnis Third Survey – PPIN 21714; and
6. Closing Statement – Hattiesburg Public School District - Railroad Aerial Rights Easement.

Should you have any questions, please call me.

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC



Joseph R. Tullos

JRT/dw



DEED

Bk:1398 Page:349-353

RCD: 07/11/2022 @ 4:43:46:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Elizabeth Wilson

511 Hall Avenue

Hattiesburg, Mississippi 39401-0000

Phone: 601-544-4247

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

**Block 93 of the Kamper and Lewin
Subdivision the City of Hattiesburg,
County of Forrest, State of Mississippi**

Initial E, L, W

ELIZABETH WILSON
PARCEL 18467

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned hereby grant, sell, convey and warrant unto City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Hall Avenue Overpass Project LPA 108639/802000 / FBLD-8769-00(001) Phase II, a temporary easement through, over, on and across the following described land:

A temporary construction easement located in Block 93 of the Kamper and Lewin Subdivision 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 13.20" and using grid distances with a combined factor of 0.999970107 (determined at the northeast corner of Block 92 of the Stapleton and Bayne Subdivision):

Commence at a Nail found marking the Northeast corner of Block 92 of the said Stapleton and Bayne Subdivision, said point having grid coordinates of N = 661270.84, E = 841865.89; thence run South 89° 41' 41" West along the South right-of-way of Hall Avenue for 332.17 feet to the West line of a drainage easement described in Deed Book 835 at Page 247 on file in the office of the Chancery Clerk of Forrest County, Mississippi to and for the POINT OF BEGINNING; thence run South 33° 17' 00" East along said drainage easement for 29.64 feet; thence leaving said drainage easement, run North 89° 41' 41" West for 10.22 feet; thence North 35° 12' 57" West for 30.32 feet to a point on the South right-of-way of Hall Avenue; thence North 89° 41' 41" East along said right-of-way for 11.44 feet back to the Point of Beginning. Said easement contains 270 square feet, more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise

Initial ELW

ELIZABETH WILSON
PARCEL 18467

use for construction purposes the above described land only so long as is necessary to complete the construction of said Hall Avenue Overpass Project in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed roadway project, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature(s) this the 10 day of may A.D. 2022.

Signature *Elizabeth Wilson*
ELIZABETH WILSON

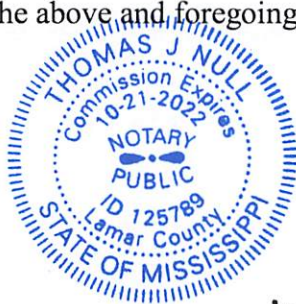
Initial *E.W.*

ELIZABETH WILSON
PARCEL 18467

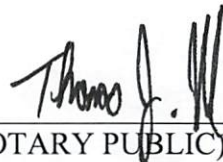
STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of MAY, 2022, within my jurisdiction, the within named **ELIZABETH WILSON**, a single person, who acknowledged that she executed the above and foregoing instrument.



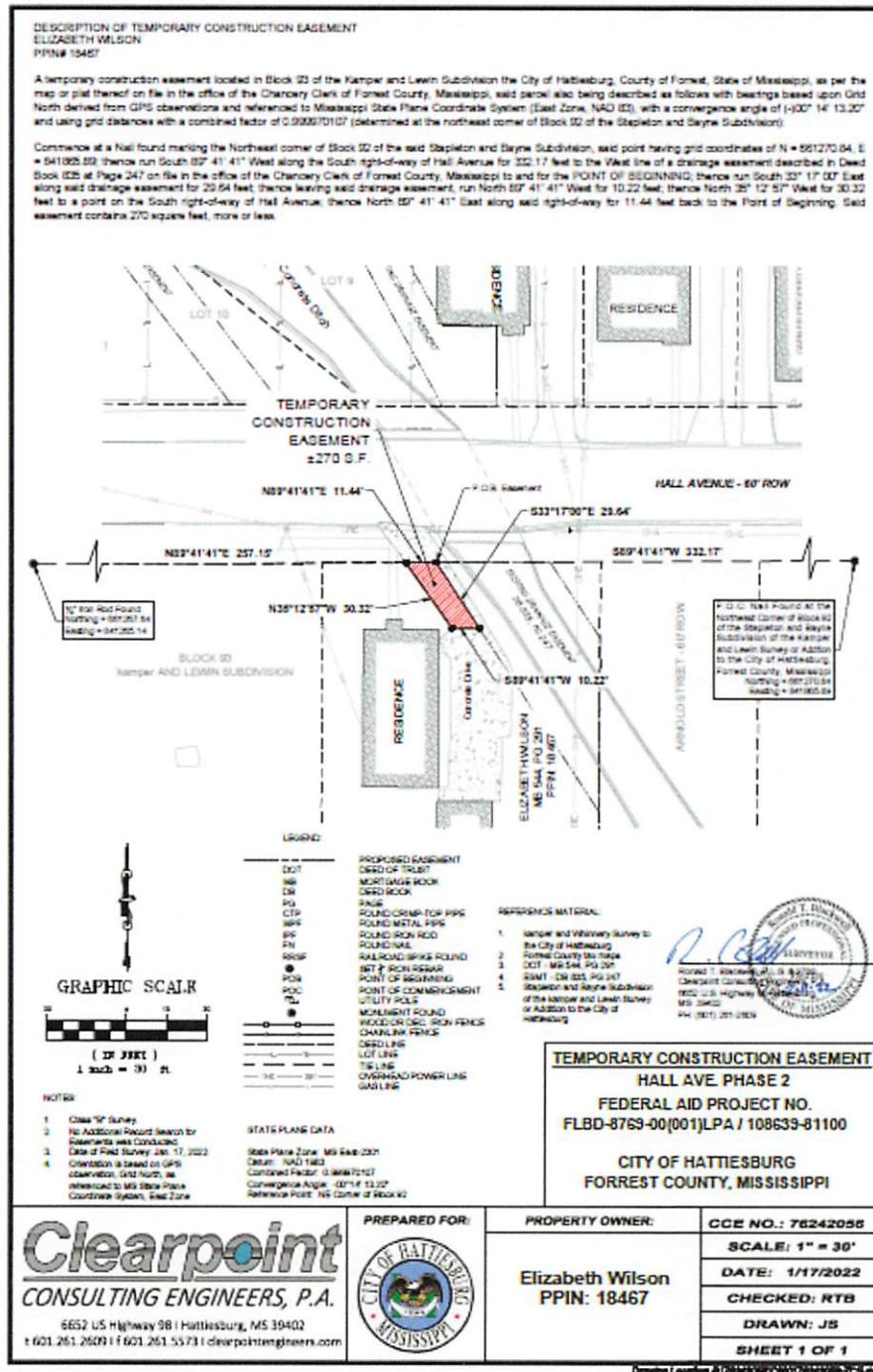
(SEAL)


(NOTARY PUBLIC)

My commission expires: 10-21-2022

Initial E.W.

ELIZABETH WILSON
PARCEL 18467

Initial E. W.ELIZABETH WILSON
PARCEL 18467



DEED

Bk:1398 Page:344-348

RCD: 07/11/2022 @ 4:42:16:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Charles Patrick Johnson

Post Office Box 28359

Chattanooga, TN 37424-0000

Phone: 423-485-8688

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

**Lot 11 of Block 120 of the Kamper and
Whinnery Subdivision, City of
Hattiesburg, County of Forrest, State of
Mississippi**

Initial

CHARLES PATRICK JOHNSON
PARCEL 19175

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned hereby grant, sell, convey and warrant unto City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Hall Avenue Overpass Project LPA 108639/802000 / FBLD-8769-00(001) Phase II, a temporary easement through, over, on and across the following described land:

A temporary construction easement located in Lot 11 of Block 120 of the Kamper and Whinnery Subdivision, 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 12.76''$ and using grid distances with a combined factor of 0.999970320 (determined at the southwest corner of Lot 10, Block 120 of the Kamper and Whinnery Subdivision:)

Commence at a 1" metal pipe found at the Southwest corner of Lot 10, Block 120 of the said Kamper and Whinnery Subdivision, said point having grid coordinates of N = 661333.36, E = 841939.02; thence South $89^{\circ} 31' 43''$ East along the North right-of-way of Hall Avenue for 271.34 feet to the southwest corner of the property described in Deed Book 1168 at Page 402 recorded on file in the office of the Chancery Clerk of Forrest County, Mississippi to the POINT OF BEGINNING; thence leaving said right-of-way, run North $00^{\circ} 10' 24''$ West along the west boundary of said property for 2.28 feet; thence leaving said west boundary, run North $90^{\circ} 00' 00''$ East for 140.01 feet to the West right-of-way of Court Street; thence South $00^{\circ} 09' 46''$ East along said West right-of-way for 3.43 feet to a point on the North right-of-way of Hall Avenue; thence leaving said West right-of-way, run North $89^{\circ} 31' 43''$ West for 140.01 feet back to the Point of Beginning. Said easement contain 400 square feet, more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the

Initial 

CHARLES PATRICK JOHNSON
PARCEL 19175

construction of said Hall Avenue Overpass Project in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

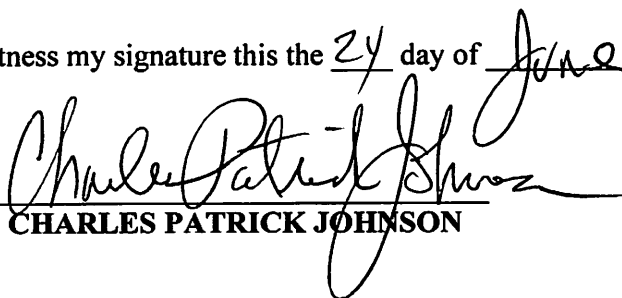
The grantor herein further warrants that the above described property is no part of his/her homestead.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed roadway project, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 24 day of June A.D. 2022.

Signature


CHARLES PATRICK JOHNSON

STATE OF MISSISSIPPI

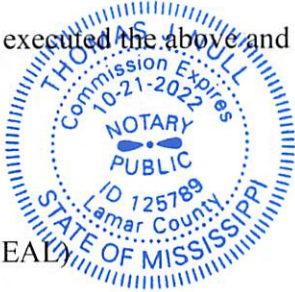
Initial



CHARLES PATRICK JOHNSON
PARCEL 19175

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of JUNE, 2022, within my jurisdiction, the within named **CHARLES PATRICK JOHNSON**, a single person, who acknowledged that he executed the above and foregoing instrument.



Thomas J. Hull

(NOTARY PUBLIC)

My commission expires:

10-21-2022

Initial

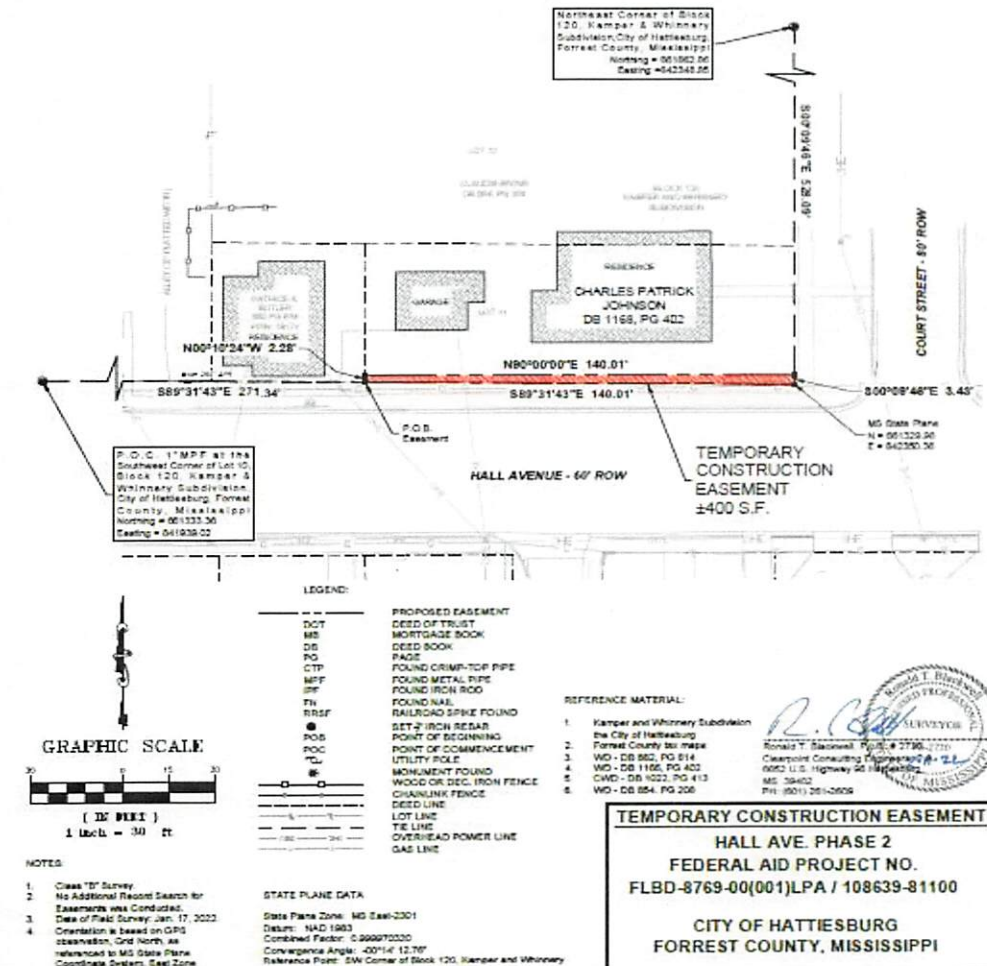
[Signature]

CHARLES PATRICK JOHNSON
PARCEL 19175

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
CHARLES PATRICK JOHNSON
PPIN# 19175

A temporary construction easement located in Lot 11 of Block 120 of the Kamper and Whinnery Subdivision, 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-00^{\circ}14'12.76''$ and using grid distances with a combined factor of 0.999970320 (determined at the southwest corner of Lot 10, Block 120 of the Kamper and Whinnery Subdivision):

Commence at a 1" metal pipe found at the Southwest corner of Lot 10, Block 120 of the said Kamper and Whinnery Subdivision, said point having grid coordinates of N = 661333.36, E = 841939.02; thence South $89^{\circ}31'43''$ East along the North right-of-way of Hall Avenue for 271.34 feet to the southwest corner of the property described in Deed Book 1168 at Page 402 recorded on file in the office of the Chancery Clerk of Forrest County, Mississippi to the POINT OF BEGINNING; thence leaving said right-of-way, run North $00^{\circ}00'24''$ West along the west boundary of said property for 2.26 feet; thence leaving said west boundary, run North $90^{\circ}00'00''$ East for 140.01 feet to the West right-of-way of Court Street; thence South $00^{\circ}09'48''$ East along said West right-of-way for 3.43 feet to a point on the North right-of-way of Hall Avenue; thence leaving said West right-of-way, run North $89^{\circ}31'43''$ West for 140.01 feet back to the Point of Beginning. Said easement contain 400 square feet, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.
 6652 US Highway 98 | Hattiesburg, MS 39402
 1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com



PREPARED FOR:	PROPERTY OWNER:	CCE NO.: 76242058
Charles Patrick Johnson PPIN: 19175		SCALE: 1" = 30'
		DATE: 1/17/2022
		CHECKED: RTB
		DRAWN: JS
		SHEET 1 OF 1

Drawing Location: S:\16420001\DWG\76242058-1CE.dwg

Initial

CHARLES PATRICK JOHNSON
 PARCEL 19175



DEED

Bk:1399 Page:357-361

RCD: 07/22/2022 @ 4:07:01:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

Grantor Address:

James P & Francis M. Maloney, husband and wife

200 Forrest Street

621 Walnut Street

Post Office Box 1898

Hattiesburg, Mississippi 39401-0000

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Phone:

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Lot 5 and Alley of Block 3 of the Mrs. Fred Beiner Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi

Initial

FM *FM*

JAMES P. MALONEY AND FRANCIS M. MALONEY
PARCEL 13178

STATE OF MISSISSIPPI

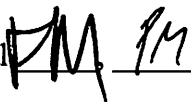
COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned hereby grant, sell, convey and warrant unto City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Hall Avenue Overpass Project LPA 108639/802000 / FBLD-8769-00(001) Phase II, a temporary easement through, over, on and across the following described land:

A temporary construction easement located in Lot 5 and Alley of Block 3 of the Mrs. Fred Beiner Survey or Addition to 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 13.24''$ and using grid distances with a combined factor of 0.999969941 (determined at the southeast corner of Lot 5, Block 3 of the Mrs. Fred Beiner Survey or Addition:)

BEGIN at a 1" crimped top pipe found at the Southeast corner of Lot 5, Block 3 of the said Mrs. Fred Beiner Survey or Addition, said point having grid coordinates of N = 661330.50, E = 841859.71; thence South $89^{\circ} 20' 50''$ West along the North right-of-way of Hall Avenue for 155.44 feet; to a metal pipe found at the SW corner of the property described in Deed Book 1165 at Page 251 recorded on file in the office of the Chancery Clerk of Forrest County, Mississippi; thence North $00^{\circ} 03' 46''$ West along the West boundary of said property for 1.90 feet; thence leaving said West boundary, run South $89^{\circ} 57' 14''$ East for 155.43 feet back to the Point of Beginning. Said easement is triangular in shape having three sides, containing 147 square feet, more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to

Initial 

JAMES P. MALONEY AND FRANCIS M. MALONEY
PARCEL 13178

complete the construction of said Hall Avenue Overpass Project in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed roadway project, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the 22 day of JULY A.D. 2022.

Signature 
JAMES P. MALONEY

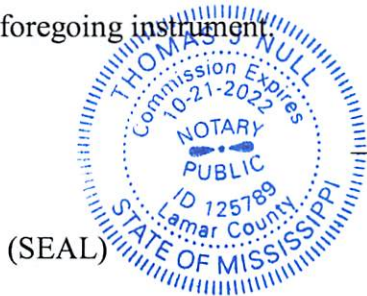
Signature 
FRANCIS M. MALONEY

STATE OF MISSISSIPPI
COUNTY OF FORREST

Initial JM, FM

JAMES P. MALONEY AND FRANCIS M. MALONEY
PARCEL 13178

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of JULY, 2022, within my jurisdiction, the within named **JAMES P. MALONEY**, who acknowledged that he executed the above and foregoing instrument.



Thomas J. Null

(NOTARY PUBLIC)

My commission expires: 10-21-22

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of JULY, 2022, within my jurisdiction, the within named **FRANCIS M. MALONEY**, who acknowledged that she executed the above and foregoing instrument.



Thomas J. Null

(NOTARY PUBLIC)

My commission expires: 10-21-2022

Initial *JM*, *FM*

JAMES P. MALONEY AND FRANCIS M. MALONEY
PARCEL 13178

JAMES P. MALONEY AND FRANCIS M. MALONEY
PARCEL 13178

Page 5



DEED

Bk:1398 Page:339-343

RCD: 07/11/2022 @ 4:39:53:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Michael McCullum d/b/a McCullum

Property Management

Phone: 601-270-7310

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

**Lots 11, 12, 13, 14, 15, and 16, Block 83 of
the Kamper and Whinnery Subdivision to
the City of Hattiesburg**

Initial M, A, M

MICHAEL MCCULLUM DBA
MCCULLUM PROPERTY MANAGEMENT
PARCEL 18772

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned hereby grant, sell, convey and warrant unto City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Hall Avenue Overpass Project LPA 108639/802000 / FBLD-8769-00(001) Phase II, a temporary easement through, over, on and across the following described land:

A temporary construction easement located in Lots 11, 12, 13, 14, 15, and 16, Block 83 of the Kamper and Whinnery Subdivision to 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, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 20.15''$ and using grid distances with a combined factor of 0.999970319 (determined at the southwest corner of Lot 16, Block 83 of the Kamper and Whinnery Subdivision):

BEGIN at a 3/4" metal pipe found marking the Southwest corner Lot 16, Block 83 of the said Kamper and Whinnery Subdivision to the City of Hattiesburg, said point having grid coordinates of N = 661331.44, E = 840706.15; thence run North $00^{\circ} 22' 49''$ East along the East right-of-way of Dabbs Street for 9.00 feet; thence leaving said right-of-way, run South $89^{\circ} 44' 42''$ East for 251.14 feet to the East right-of-way of the abandoned Illinois Central Railroad; thence South $37^{\circ} 42' 39''$ East along said East right-of-way for 11.42 feet to a point on the North right-of-way of Hall Avenue; thence North $89^{\circ} 44' 42''$ West along said right-of-way for 258.19 feet back to the Point of Beginning. Said easement contains 2292 square feet, more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to

Initial M, A, M

MICHAEL MCCULLUM DBA
MCCULLUM PROPERTY MANAGEMENT
PARCEL 18772

complete the construction of said Hall Avenue Overpass Project in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his homestead.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed roadway project, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 5 day of July A.D. 2022.

Signature 
MICHAEL MCCULLUM

Initial M, A, M

MICHAEL MCCULLUM DBA
MCCULLUM PROPERTY MANAGEMENT
PARCEL 18772

STATE OF MISSISSIPPI

COUNTY OF FORREST

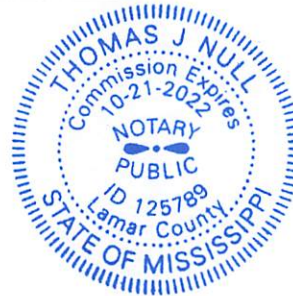
Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of JULY, 2022, within my jurisdiction, the within named MICHAEL MCCULLUM, who acknowledged that he executed the above and foregoing instrument.

Thomas J. Null

(NOTARY PUBLIC)

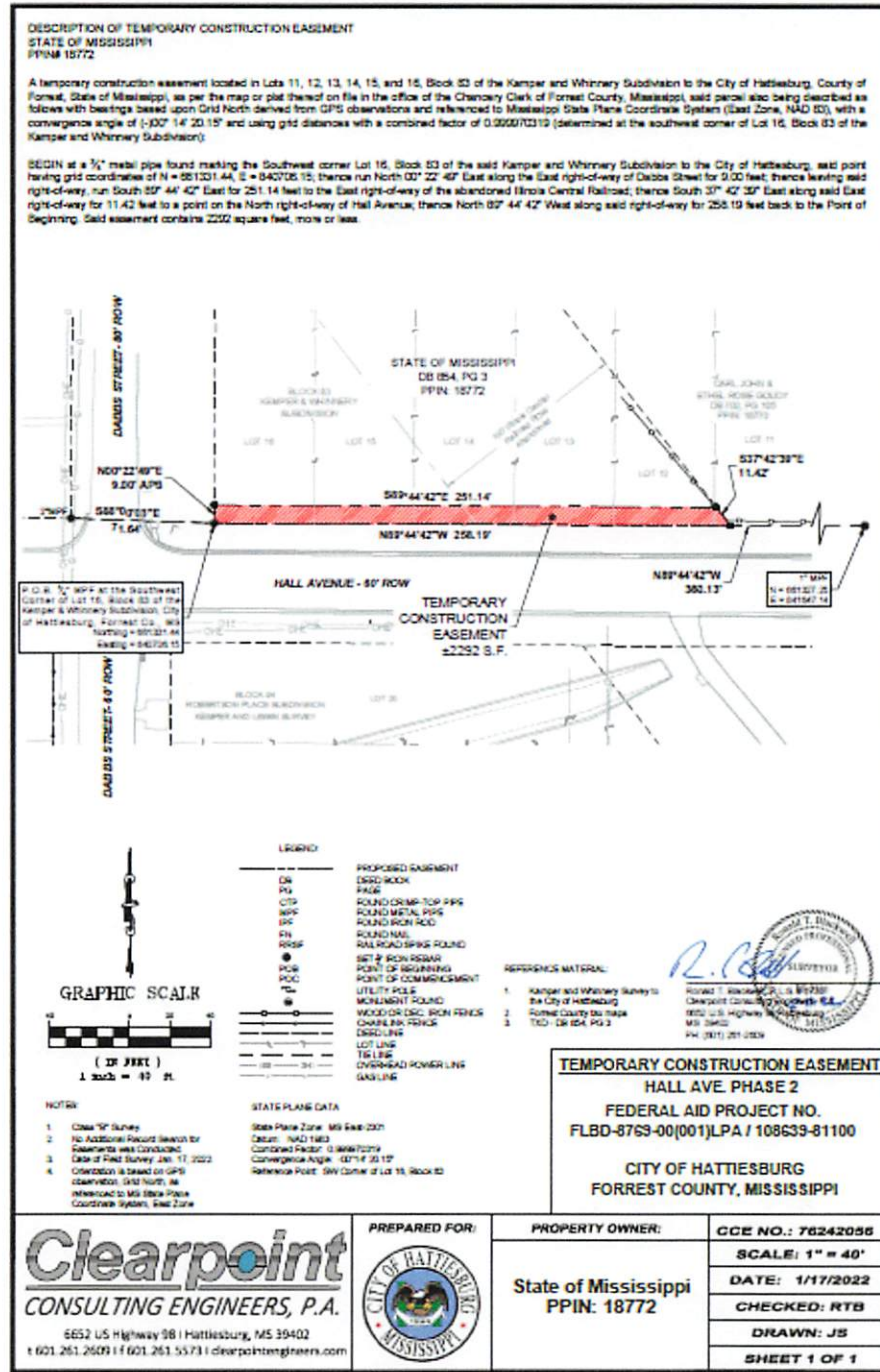
(SEAL)

My commission expires: 10-21-22



Initial M, A, M

MICHAEL MCCULLUM DBA
MCCULLUM PROPERTY MANAGEMENT
PARCEL 18772

Initial M, A, MMICHAEL MCCULLUM DBA
MCCULLUM PROPERTY MANAGEMENT
PARCEL 18772



DEED

Bk:1399 Page:587-594

RCD: 07/26/2022 @ 2:20:32:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

ROW 016 W (3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

City of Hattiesburg, Mississippi

Grantor Address:

Martin Luther King Avenue Baptist Church

110 Martin Luther King Ave.

Hattiesburg, MS 39401

Phone: 601-582-1743

SIXTEENTH SECTION PUBLIC SCHOOL TRUST LANDS

WARRANTY OF LEASEHOLD INTEREST

INDEXING INSTRUCTIONS: Part
of Blocks 65 and 66 of the
D.D. McInnis Third Survey
of the City of Hattiesburg,
County of Forrest, State of
Mississippi

Initial

MB, LB, C.T.T. E.A. SL

Martin Luther King Avenue Baptist Church

PARCEL 32303 and 32304

LB

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of SEVENTY-FOUR THOUSAND THIRTY AND NO/100 Dollars (\$74,030.00) the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, my/our/its, Sixteenth Section leasehold interest and all renewals, extensions and modifications thereof in the following described land:

A part of Blocks 65 and 66 of the D.D. McInnis Third Survey of 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, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commence at a found nail at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision, said point having grid coordinates of N = 661275.42, E = 839414.57, thence run North 00 degrees 00 minutes 00 seconds East along the east line of Block 65 of the D.D. McInnis Third Survey for a distance of 16.06 feet to the southern right-of-way of Hall Avenue, said point also being the northeast corner of said Block 65; thence run South 90 degrees 00 minutes 00 seconds West along the south right-of-way of Hall Avenue for a distance of 75.00 feet to and for the POINT OF BEGINNING; thence continue along said right-of-way South 90 degrees 00 minutes 00 seconds West for 74.74 feet to a railroad spike found; thence continue along said right-of-way South 85 degrees 52 minutes 34 seconds West for a distance of 112.06 feet to nail in asphalt marking the former east right of way of Martin Luther King Avenue; thence South 19 degrees 38 minutes 07 seconds along said right-of-way for 381.22 feet; thence leaving said right-of-way, run South 70 degrees 21 minutes 53 seconds East for 4.84 feet; thence North 21 degrees 12 minutes 39 seconds East for 304.35 feet; thence North 90 degrees 00 minutes 00 seconds East for 200.09 feet; thence

Initial

MB, KB, G.I.T., E.A., SD

Martin Luther King Avenue Baptist Church
PARCEL 32303 and 32304

KB

North 00 degrees 05 minutes 56 seconds West for 85.00 feet back to the Point of Beginning. Said parcel contains 0.44 acres (19,179 sq.ft.) more or less.

The grantor herein further warrants that the above described property is no part of his/ her homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial

MB, JS R.T.T. E.A. JJ

Martin Luther King Avenue Baptist Church
PARCEL 32303 and 32304

JS

Witness our signature(s) this the 29 day of JUNE A.D. 2022.

Signature Rev Claude Jackson, Jr.

CLAUDE JACKSON, JR.

Signature Samuel Leroy Johnson

SAMUEL LEROY JOHNSON

Signature Mrs Ernestine Armstong

EARNESTINE ARMSTONG

Signature Michael A Bethley

MICHAEL A. BETHLEY

Initial MB, JB, CJJ, EA, SJ

Martin Luther King Avenue Baptist Church
PARCEL 32303 and 32304

STATE OF MISSISSIPPI

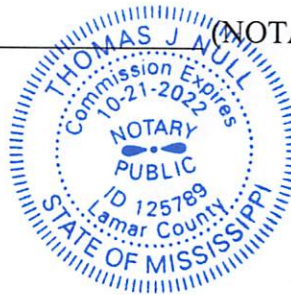
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 29 day of JUNE, 2022, within my jurisdiction, the within-named **Claude Jackson, Jr**, who acknowledged that he is a **Trustee of Martin Luther King Avenue Baptist Church**, a Mississippi unincorporated religious society, and that in said capacity, and that for and on behalf of said unincorporate religious society, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Thomas J. Null

(NOTARY PUBLIC)

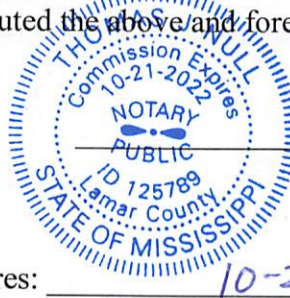
My commission expires: 10-21-2022



STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 29 day of JUNE, 2022, within my jurisdiction, the within-named **Samuel Leroy Johnson**, who acknowledged that he is a **Trustee of Martin Luther King Avenue Baptist Church**, a Mississippi unincorporated religious society, and that in said capacity, and that for and on behalf of said unincorporate religious society, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.



Thomas J. Null

(NOTARY PUBLIC)

My commission expires: 10-21-2022

Initial MB, JS, C.J. J. EA. SJ

Martin Luther King Avenue Baptist Church
PARCEL 32303 and 32304

STATE OF MISSISSIPPI

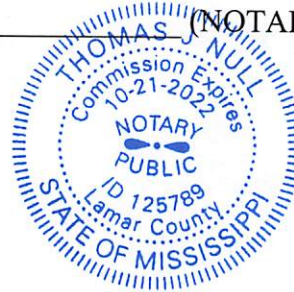
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 29 day of JUNE, 2022, within my jurisdiction, the within-named **Earnestine Armstrong**, who acknowledged that she is a **Trustee of Martin Luther King Avenue Baptist Church**, a Mississippi unincorporated religious society, and that in said capacity, and that for and on behalf of said unincorporate religious society, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized so to do.

Thomas J. Null

(NOTARY PUBLIC)

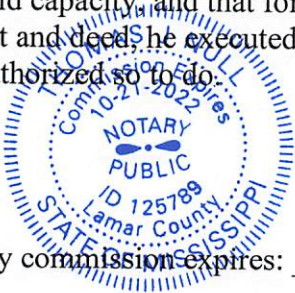
My commission expires: 10-21-2022



STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, 29th day of JUNE, 2022, within my jurisdiction, the within-named **Michael A. Bethley**, who acknowledged that he is a **Trustee of Martin Luther King Avenue Baptist Church**, a Mississippi unincorporated religious society, and that in said capacity, and that for and on behalf of said unincorporate religious society, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.



Thomas J. Null

(NOTARY PUBLIC)

My commission expires: 10-21-2022

Initial

MB, JB, C.I.T. E.A. SJ

Martin Luther King Avenue Baptist Church
PARCEL 32303 and 32304

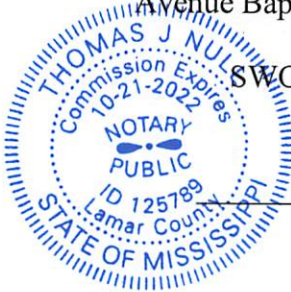
NOW, THEREFORE, the undersigned hereby certifies that the Martin Luther King Avenue Baptist Church duly and properly noticed a meeting of the Congregation, that at least 20% of the members of the Congregation in good standing were in attendance, that a majority of the members in good standing present at the meeting voted in favor of authorizing the conveyance of land and leasehold interest to the City of Hattiesburg as set forth above, and appointed the trustees identified above to execute this deed and such other documents as reasonably necessary to effect said conveyance.

Linda Benson
Linda Benson, Church Secretary

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY, came and appeared before me, the within named, Linda Benson, personally known to me or proven to me by sufficient photo identification, who after being duly sworn states under oath that she/he in her official capacity at Secretary of Martin Luther King Avenue Baptist Church, does hereby certify that the above and foregoing individuals were duly appointed as Trustees of Martin Luther King Avenue Baptist Church, and authorized to sign this deed.



SWORN AND SUBSCRIBED, before me this the 29 day of JUNE, 2022

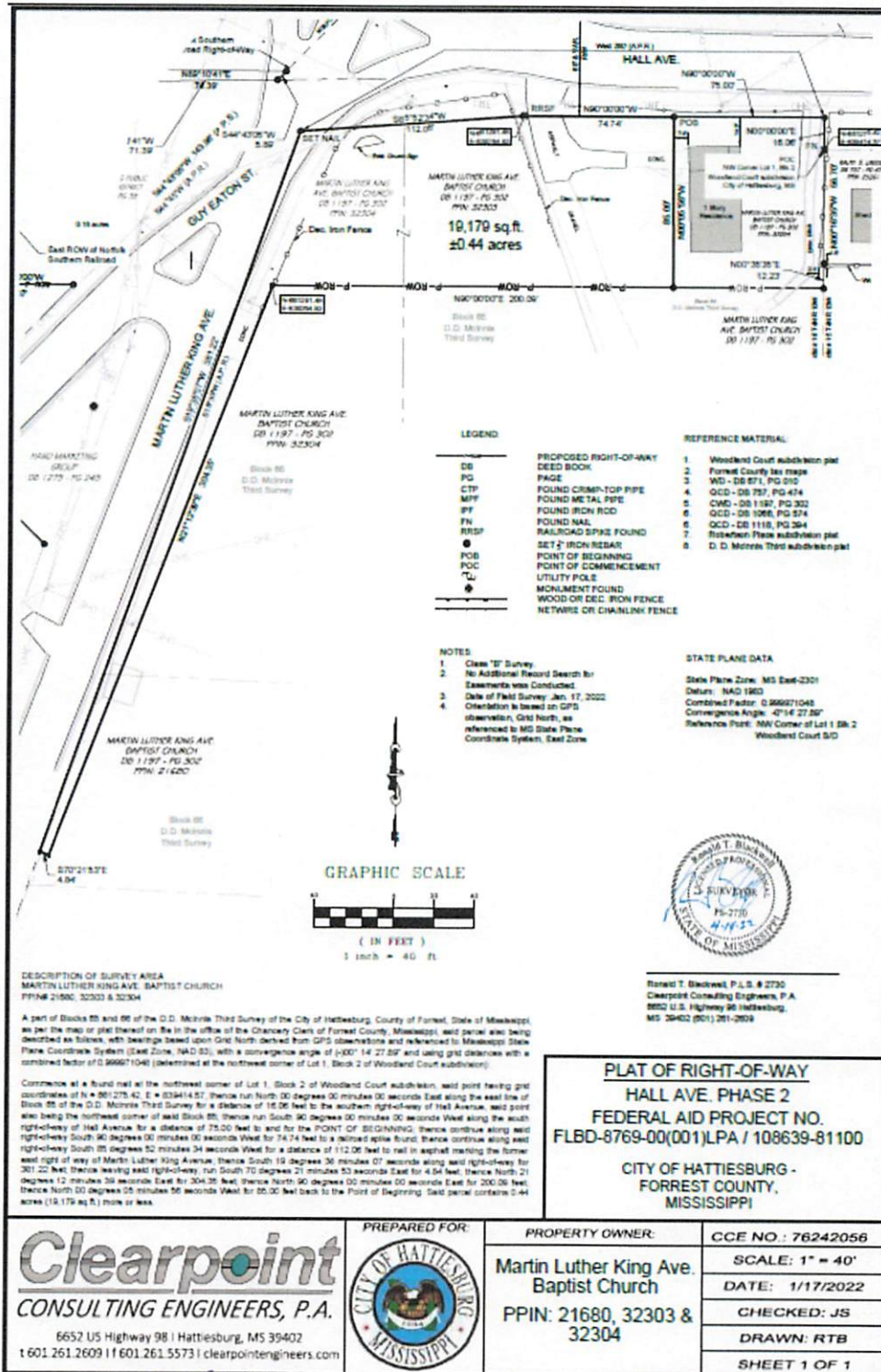
Thomas J. Nulley (NOTARY PUBLIC)

My commission expires: 10-21-2022

Initial

MB, L.B., L.J.J., E.A., S.J.

Martin Luther King Avenue Baptist Church
PARCEL 32303 and 32304



Initial MB, JS, RTB & EA, JS
Martin Luther King Avenue Baptist Church
PARCEL 32303 and 32304



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Malcolm Berch, Administration

cc:

Date: Tuesday, October 18, 2022

Re: Acknowledge receipt of report of solid waste revenues and expenditures for fiscal year ending September 30, 2022 and authorize publication of same
File Number: 2022-779
Minute Book #

Summary

Recommendation Statement

I recommend acknowledging receipt and publication of report of solid waste revenues and expenditures for FY 2022.

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

CITY OF HATTIESBURG, MISSISSIPPI
Report of Solid Waste Revenues & Expenditures - Cash Basis
Fiscal Year Ending September 30, 2022
(Pursuant to Ms. Code Section 17-17-348)

Revenues:

Solid Waste Collection and Disposal User Charges Collected	\$2,233,611
Solid Waste Franchise revenues	162,064
Solid Waste Grant	75,000
FEMA reimbursement - tornado debris removal	0
Millage Supplement	968,282
Total Revenues	<u>\$3,438,957</u>

Expenditures:

Personnel:	
Wages	962,382
State Retirement	167,648
FICA Taxes	71,662
Hospital Insurance	195,881
Workers Comp/Unemployment Taxes	61,933
Total Personnel	1,459,506
Supplies:	
Fuel & Lubricants	180,481
Motor Vehicle Repair Parts	130,219
Chemicals	14,003
Hand Tools	276
Other Operating Supplies	65,085
Total Supplies	390,064
Other Services & Charges:	
Tipping Fees	1,002,987
Recycling Fees	182,288
Motor Vehicle Repairs (Outside Labor)	220,583
Uniform Rent	13,881
Tow-In Charges	5,675
Tornado clean-up Assistance	0
Other Services & Charges	54,991
Total Other Services & Charges	1,480,405
Debt service on trucks	0
Capital Outlays	108,982
Total Expenditures	<u>\$3,438,957</u>

The City has contracted with the following companies/governmental entities for garbage disposal and recycling services for the Fiscal Year ended September 30, 2022:

Pinebelt Regional Solid Waste Authority P.O. Box 389 Petal Ms. 39465-0389	\$ 482,747
Waste Management of South Mississippi 133 Gravel Pit Road Hattiesburg, Ms. 39402	\$ 45,398
98 Waste LLC 406 Hemphill St Hattiesburg, MS 39401	\$ 373,401
Complete Environmental & Remediation 37 David Swan Lane Purvis, MS 39475	\$ 89,509
Republic Services, Inc. PO Box 9001099 Louisville, KY 40290	\$ 193,250



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 18, 2022

Re: Acknowledge receipt from Phillip McSwain Certificate of Attendance of the
Municipal Court Clerks Statewide Seminar.
File Number: 2022-763
Minute Book #

Summary

Recommendation Statement

Please place this on the October 18, 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 MUNICIPAL COURT CLERKS CONTINUING EDUCATION COURSE

Oxford Conference Center & Zoom – Oxford, Mississippi

September 21-23, 2022

conducted by the

Mississippi Judicial College

12

Nancy Daniel

Program Manager

RR

Director



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Laken Camp, Grants Coordinator

cc: Peggy Sealy, Chief of Police

Date: Tuesday, October 18, 2022

Re: Acknowledge receipt of a grant award from the U.S. Department of Justice, Bureau of Justice Assistance, 2022 Bulletproof Vest Partnership Grant Program to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$12,400.00 (50%) of the cost of the vests. File Number: 2022-767
Minute Book #

Summary

2022 USDOJ Bulletproof Vest Partnership Grant Award

Recommendation Statement

I recommend acknowledgement of receipt of a grant award from the U.S. Department of Justice, Bureau of Justice Assistance, 2022 Bulletproof Vest Partnership Grant Program to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$12,400.00 (50%) of the cost of the vests.

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

APPLICATION DETAILS

APPLICATION PROFILE

Participant	HATTIESBURG CITY
Fiscal Year	2022
Number of Agencies Applied	0
Total Number of Officers for Application	99
Number of Officers on Approved Applications	99

APPLICATION PROFILE

Fiscal Year	2022				
Vest Replacement Cycle 	4				
Number of Officers	99				
Number of Emergency Replacement Needs 	<table> <tr> <td>Number of Stolen or Damaged</td><td>0</td></tr> <tr> <td>Number of Officer Turnover</td><td>0</td></tr> </table>	Number of Stolen or Damaged	0	Number of Officer Turnover	0
Number of Stolen or Damaged	0				
Number of Officer Turnover	0				

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-3A00S-XT03	31	\$800.00	\$24,800.00	\$0.00	\$24,800.00
Grand Totals	31		\$24,800.00	\$0.00	\$24,800.00

AWARD SUMMARY FOR FY2022 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$24,800.00	\$12,400.00	09/21/22	Approved by BVP
Grand Totals:	\$24,800.00	\$12,400.00		

RETURN



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, October 18, 2022
Re: Approve Plans and Specifications for the Jaycee Park Improvements Project and authorize advertisement for bids.
File Number: 2022-776
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of this item.

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

SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

At the option of the bidder, Sealed Bids, in duplicate and/or bids submitted electronically via www.llgarchplans.com will be received by the City of Hattiesburg until **10:00 a.m.** on **December 1, 2022** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**JAYCEE PARK IMPROVEMENTS
HATTIESBURG, MS**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids may be electronically submitted at www.llgarchplans.com under the project name. Bid documents are available online for viewing and ordering at www.llgarchplans.com. Plan holders and bidders are required to log-in or register for a free account to view and order Bid Documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Bid documents must be purchased through www.llgarchplans.com. Any questions regarding website registration and online orders should be directed to Plan House at (601) 336-6378.

The bid bond shall be payable unconditionally to City of Hattiesburg. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of Title 31, Chapter 3 (§31-3-1 et seq.) of Mississippi Code of 1972 as amended.

Award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31-7-13 et seq.) of Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

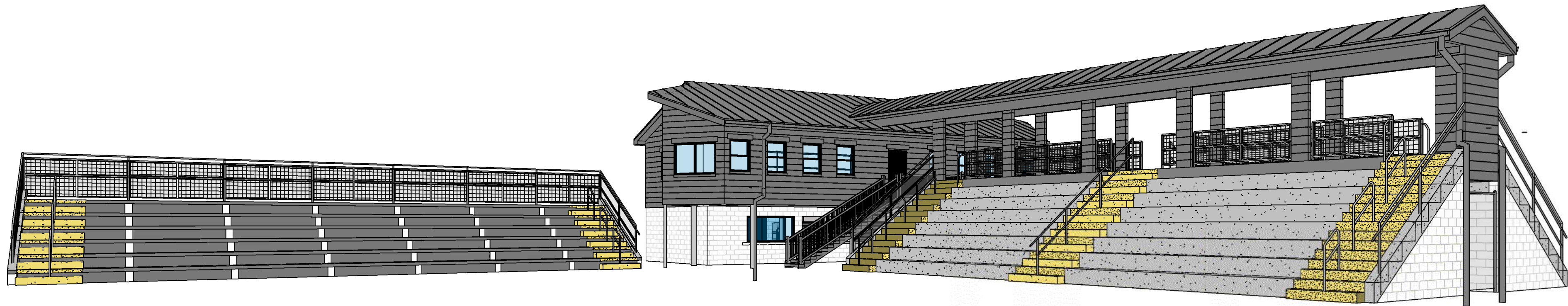
TITLE: Kermas Eaton, City Clerk

Publish on :
October 20, 2022 and October 27, 2022
Return Proof to LLG Architects, PA
5211 Old Highway 11
Hattiesburg, MS 39402

JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI



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GENERAL SCOPE OF WORK

- 2-STORY BUILDING AND GRANDSTANDS 1 & 2 -**
- EXTERIOR**
- REPLACE DAMAGED T1-11 SIDING, DAMAGED FRAMING AND INSTALL NEW MOISTURE BARRIER, VERTICAL VENTED SLEEPERS WITH NEW SIDING AND TRIM - PAINT.
 - WATER LEAK IN A VALLEY NEEDS REPAIRING, AND GUTTER DRAIN LEADERS NEED TO BE RETRO-FIT INTO UNDERGROUND DRAINAGE.
 - REPAIR GUTTER, FASCIA, AND SOFFIT ALONG WITH REPLACING APPROXIMATELY 18 LF OF 2x FASCIA.
 - REPLACE EXISTING RESTROOM VESTIBULE SIDING WITH NEW AND INSTALL NEW COVERED ROOF OVER VESTIBULE.
 - NEW LED LIGHTING IN AREAS UNDER ROOF.
 - PROVIDE NEW RETRO-FIT GUARDRAILING AND NEW STAIR TREADS WITH TWO WAY HANDRAILS AT GRANDSTAND ENDS.
 - PATCH, REPAIR AND/OR PAINT ALL EXPOSED SURFACES TO REMAIN.
 - ALTERNATE #1** - PAINT EXPOSED CONCRETE FLOOR UNDER ROOF @ COVERED CIRCULATION 107 WITH "STONEHARD" - STONECHEM EPOXY PRIMER GS4" - ACCENT EPOXY PAINT (APPROX. 750 SQ. FT.).
 - ALTERNATE #2** - AS INDICATED ON DRAWINGS - PAINT ACCESS ISLES WITH "STONEHARD" - STONECHEM EPOXY PRIMER GS4" - ACCENT EPOXY PAINT (APPROX. 2,570 SF)
- INTERIOR**
- FIRST FLOOR:**
- RENOVATE EXISTING BATHROOMS TO MEET ADA.
 - RENOVATE EXISTING CONCESSIONS INTO (2) SEPARATE CONCESSIONS WITH SEPARATE ACCESS, SERVICE O.H. COUNTER DOORS, AND NEW JANITORS CLOSET.
 - NEW MECHANICAL A/C, NEW LED LIGHTING WITH EXISTING TOILETS / URINALS RELOCATED, U.N.O.
 - EXISTING WATER HEATER TO BE RELOCATED AND NEW KITCHEN SINKS INSTALLED.
 - INSTALL NEW 8FT FRP PANELS AT ALL WET WALLS. PATCH AND REPAIR EXISTING TILE FLOORS IN RESTROOMS.
 - PAINT ALL FLOORS (U.N.O.), WALLS, CEILINGS, DOORS, AND TRIM.
- SECOND FLOOR:**
- RENOVATE EXISTING ROOMS TO ELIMINATE ALL LATTICE WORK ABOVE WALLS AND INFILL WITH PANELING AND TRIM.
 - REMOVE ALL FLOORING AND REPLACE DAMAGED DECKING.
 - INSTALL NEW VINYL ROLL FLOORING (3) DIFFERENT FINISHES.
 - INSTALL NEW MECHANICAL A/C UNIT.
 - NEW ADA COMPLIANT UNI-SEX BATHROOM WITH NEW PLUMBING FIXTURES.
 - PROVIDE NEW (3) - 12"x24 LF TROPHY DISPLAY ADJUSTABLE SHELVING.
 - U.N.O. REPLACE ALL INTERIOR DOORS AND HARDWARE WITH NEW DOORS AND ADA COMPLIANT HARDWARE - MAIN ENTRY DOOR GETS REFURBISHED - SEE DRAWINGS.
 - PAINT ALL WALLS, CEILINGS, DOORS, AND TRIM.
 - REMOVE (6) WINDOWS AND INFILL WITH FRAMING AND INSULATION - FINISH TO MATCH ADJACENT SUBSTRATE.
 - PATCH AND REPAIR EXISTING WATER DAMAGED CEILING AND DECKING UNDER ROOF LEAK - ASSEMBLY ROOM 116.
 - REPLACE EXISTING WINDOWS IN PRESS BOX 1 & 2 WITH NEW TALLER THERMAL BROKEN ALUMINUM GLIDER WINDOWS (LOWER SILL FOR PROPER VIEWING).
- GRANDSTANDS 3 & 4**
- INSTALL NEW RISER INFILL AND PROVIDE RETRO-FIT GUARD RAILING AT THREE SIDES.
 - NEW CONCRETE STAIRS AND TWO-WAY HANDRAILS AT BOTH ENDS - PAINT AISLE ACCENT COLOR.
 - PATCH, REPAIR AND PAINT ALL EXPOSED SURFACES AT GRANDSTANDS.
- NOTE: GENERAL SCOPE OF WORK NOTES ARE AS SHOWN ON DRAWINGS. SEE PLANS FOR ADDITIONAL NOTES AND SCOPE OF WORK**

VICINITY MAP



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CREATING LANDMARKS SINCE 1910...

MEP ENGINEERS - I.C. THOMASSON ASSOCIATES, INC.

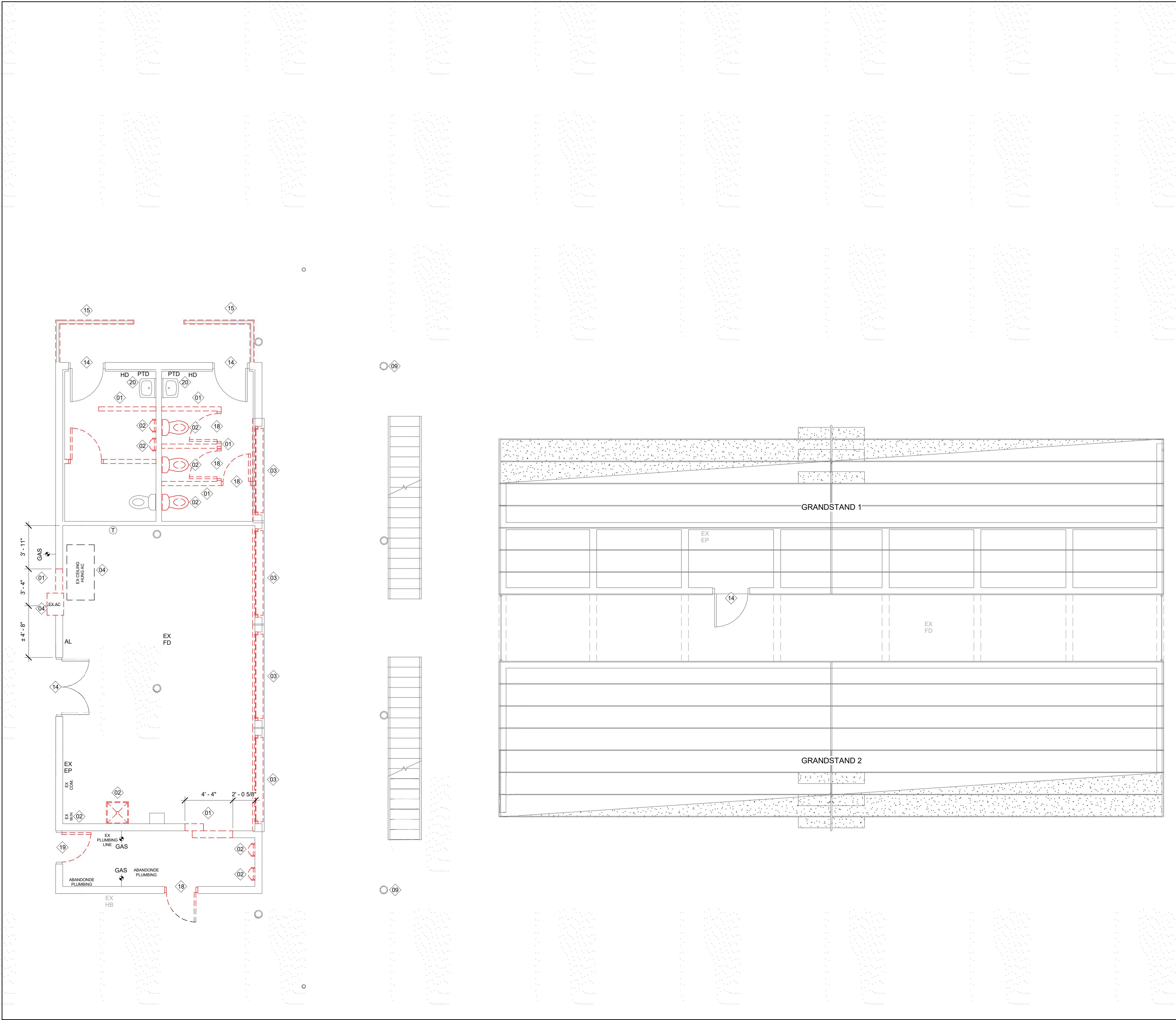
JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

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SET NO. _____
CN 22-3922
10-10-2022

SEAL

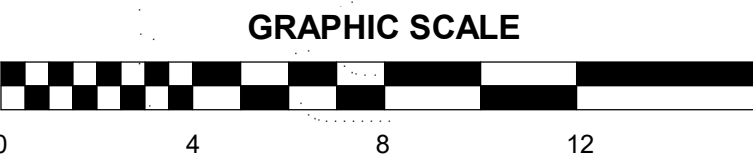


GENERAL DEMOLITION NOTES

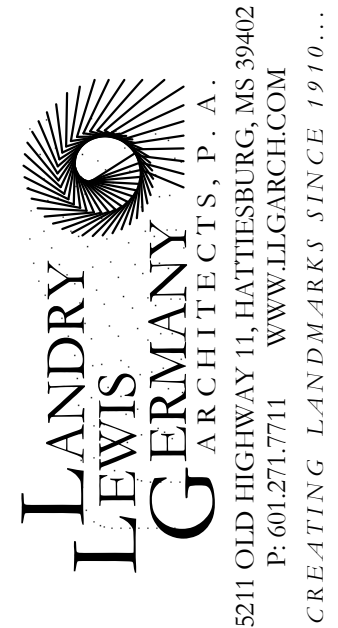
1. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE CONDITIONS AS REQUIRED TO PERFORM WORK. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS DUTY TO PERFORM THE WORK.
2. WHERE FINISHES ARE TO BE REMOVED OR REPLACED, CONTRACTOR SHALL COMPLETE WORK TO A NATURAL PRODUCT JOINT AS REQUIRED TO PROVIDE A SMOOTH UNDETECTABLE TRANSITION BETWEEN NEW AND EXISTING FINISHES.
3. EXISTING CONDITIONS AND FINISHES TO REMAIN SHALL BE PROTECTED FROM DAMAGE.
4. CONTRACTOR IS RESPONSIBLE FOR STORING ALL RUBBISH IN AN APPROVED CONTAINER AND DISPOSED OF OFF SITE AT AN APPROVED LOCATION AS REQUIRED TO KEEP JOB SITE CLEAN AND FREE OF RUBBISH.
5. CONTRACTOR SHALL ERECT TEMPORARY BARRIERS AS REQUIRED TO CONTAIN CONSTRUCTION DEBRIS, DUST, AND AIRBORNE CONTAMINANTS WITHIN THE SCOPE OF WORK. COORDINATE WITH MECHANICAL AS REQUIRED TO ENSURE THAT EXISTING SYSTEMS ARE NOT DAMAGED OR CONTAMINATED BY CONTAMINANTS DURING DEMOLITION.
6. CONTRACTOR SHALL TAKE APPROPRIATE SAFETY AND SECURITY PRECAUTIONS AS REQUIRED TO ENSURE THAT PEDESTRIANS ARE RESTRICTED FROM ACCESS TO CONSTRUCTION EQUIPMENT, TOOLS, DEBRIS, MATERIALS, TRAFFIC, OR OTHER ACTIVITIES.
7. CONTRACTOR IS RESPONSIBLE FOR KEEPING THE BUILDING WATER-TIGHT DURING ALL PHASES OF CONSTRUCTION.
8. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL LOAD BEARING WALLS AND SHALL PROVIDE SHORING AND BRACING AS REQUIRED.
9. OWNER TO REMOVE EXISTING FURNITURE, KITCHEN EQUIPMENT, TABLES, SHELVES, ETC. WHICH ARE NOT PERMANENTLY FIXED IN PLACE PRIOR TO CONSTRUCTION, UNLESS OTHERWISE NOTED.
10. DIMENSIONS SHOWN ON DEMOLITIONS PLANS ARE PROVIDED TO INDICATE OVERALL SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL CONDITIONS AS REQUIRED.
11. WHERE EXISTING PARTITIONS ARE REMOVED, CONTRACTOR TO PROTECT EXISTING SLAB AND DECKING FROM DAMAGE AND REPAIR AS REQUIRED TO INSTALL NEW FINISHES.

DEMOLITION NOTES LEGEND

- 01 REMOVE EXISTING WALL PARTITION
- 02 REMOVE EXISTING PLUMBING FIXTURE - SEE PLUMBING DRAWINGS.
- 03 REMOVE EXISTING COILING DOOR AND FRAME
- 04 REMOVE EXISTING MECHANICAL UNIT - SEE MECHANICAL DRAWINGS
- 09 REMOVE EXISTING DOWNSPOUT BOOT AND PREPARE FOR NEW LEADER TO TERMINATE INTO UNDERGROUND DRAIN.
- 14 REMOVE EXISTING DOOR THRESHOLD AND INSTALL NEW WEATHER PROOFING AND THRESHOLD
- 15 REMOVE EXISTING LATTICE AND WOODEN SCREEN - EXISTING FRAMING TO REMAIN
- 18 REMOVE EXISTING DOOR AND FRAME
- 19 REMOVE EXISTING DOOR AND REFURBISH EXISTING FRAME FOR RE-USE
- 20 REMOVE EXISTING WALL HUNG BATHROOM DRYERS AND DISPENSORS



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REV #	REV DATE

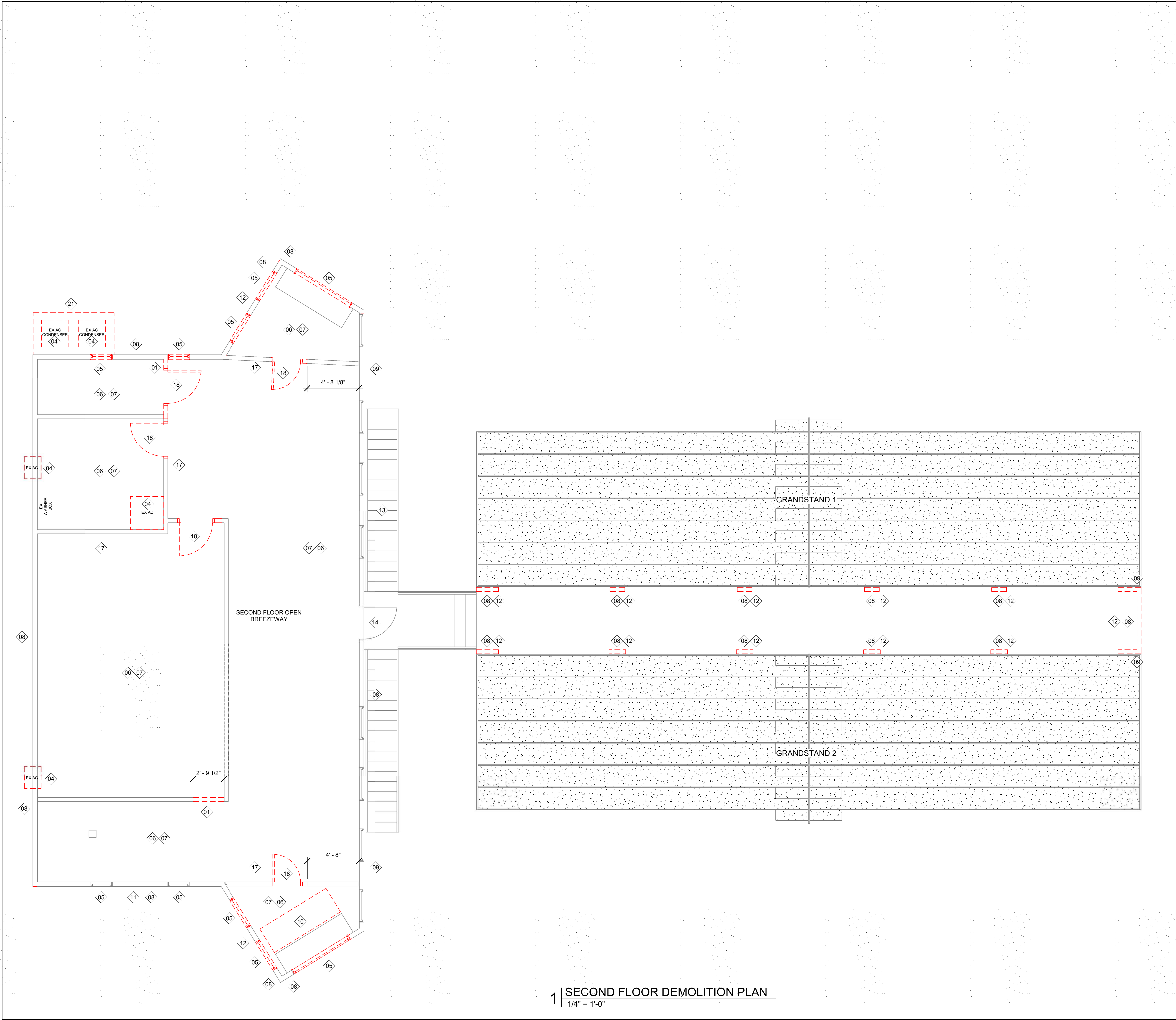


SHEET TITLE
FIRST FLOOR DEMOLITION PLAN

PROJECT
JAYCEE PARK IMPROVEMENTS
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922
SHEET NUMBER

D1.1



GENERAL DEMOLITION NOTES

1. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE CONDITIONS AS REQUIRED TO PERFORM WORK. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS DUTY TO PERFORM THE WORK.
2. WHERE FINISHES ARE TO BE REMOVED OR REPLACED, CONTRACTOR SHALL COMPLETE WORK TO A NATURAL PRODUCT JOINT AS REQUIRED TO PROVIDE A SMOOTH UNDETECTABLE TRANSITION BETWEEN NEW AND EXISTING FINISHES.
3. EXISTING CONDITIONS AND FINISHES TO REMAIN SHALL BE PROTECTED FROM DAMAGE.
4. CONTRACTOR IS RESPONSIBLE FOR STORING ALL RUBBISH IN AN APPROVED CONTAINER AND DISPOSED OF OFF SITE AT AN APPROVED LOCATION AS REQUIRED TO KEEP JOB SITE CLEAN AND FREE OF RUBBISH.
5. CONTRACTOR SHALL ERECT TEMPORARY BARRIERS AS REQUIRED TO CONTAIN CONSTRUCTION DEBRIS, DUST, AND AIRBORNE CONTAMINANTS WITHIN THE SCOPE OF WORK. COORDINATE WITH MECHANICAL AS REQUIRED TO ENSURE THAT EXISTING SYSTEMS ARE NOT DAMAGED OR CONTAMINATED BY CONTAMINANTS DURING DEMOLITION.
6. CONTRACTOR SHALL TAKE APPROPRIATE SAFETY AND SECURITY PRECAUTIONS AS REQUIRED TO ENSURE THAT PEDESTRIANS ARE RESTRICTED FROM ACCESS TO CONSTRUCTION EQUIPMENT, TOOLS, DEBRIS, MATERIALS, TRAFFIC, OR OTHER ACTIVITIES.
7. CONTRACTOR IS RESPONSIBLE FOR KEEPING THE BUILDING WATER-TIGHT DURING ALL PHASES OF CONSTRUCTION.
8. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL LOAD BEARING WALLS AND SHALL PROVIDE SHORING AND BRACING AS REQUIRED.
9. OWNER TO REMOVE EXISTING FURNITURE, KITCHEN EQUIPMENT, TABLES, SHELVES, ETC. WHICH ARE NOT PERMANENTLY FIXED IN PLACE PRIOR TO CONSTRUCTION, UNLESS OTHERWISE NOTED.
10. DIMENSIONS SHOWN ON DEMOLITION PLANS ARE PROVIDED TO INDICATE OVERALL SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL CONDITIONS AS REQUIRED.
11. WHERE EXISTING PARTITIONS ARE REMOVED, CONTRACTOR TO PROTECT EXISTING SLAB AND DECKING FROM DAMAGE AND REPAIR AS REQUIRED TO INSTALL NEW FINISHES.

DEMOLITION NOTES LEGEND

- 01 REMOVE EXISTING WALL PARTITION
- 04 REMOVE EXISTING MECHANICAL UNIT - SEE MECHANICAL DRAWINGS
- 05 REMOVE EXISTING SAFETY BARS, WINDOW AND FRAME
- 06 REPLACE DAMAGED DECKING AS REQUIRED AND PREPARE FOR NEW FLOORING
- 07 REMOVE EXISTING FLOORING IN ITS ENTIRETY AND PREPARE FOR NEW FLOORING
- 08 REMOVE DAMAGED SIDING AND REPLACE ENTIRE SHEET WITH NEW - PREPARE FOR NEW SIDING W/ DRAINAGE PLANE
- 09 REMOVE EXISTING DOWNSPOUT BOOT AND PREPARE FOR NEW LEADER TO TERMINATE INTO UNDERGROUND DRAIN.
- 10 REMOVE EXISTING WOODEN PLATFORM
- 11 REPLACE EXISTING DAMAGED 2x FASCIA IN ITS ENTIRETY WITH NEW TO MATCH EXISTING
- 12 REPLACE EXISTING COMPROMISED 2x FRAMING WITH NEW
- 13 REPLACE EXISTING DAMAGED SOFFIT PANEL IN ITS ENTIRETY - MATCH EXISTING
- 14 REMOVE EXISTING DOOR THRESHOLD AND INSTALL NEW WEATHER PROOFING AND THRESHOLD
- 17 REMOVE LATTICE ABOVE WALL
- 18 REMOVE EXISTING DOOR AND FRAME
- 21 REMOVE EXISTING ROOF AT VESTIBULE

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FINAL DATE
10-10-2022

REVISION SCHEDULE
REV # REV DATE

LANDRY
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SHEET TITLE
SECOND FLOOR DEMOLITION PLAN

PROJECT
JAYCEE PARK IMPROVEMENTS
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER
D1.2

PARTITION LEGEND

	EXISTING CMU PARTITION - PATCH, REPAIR AND PAINT.
	EXISTING WOODEN 2x PARTITION - PATCH, REPAIR AND PAINT.
	NEW 2x4 STUDS @ 16" O.C. W/ 5/8" GYP BOARD FINISH - PAINT.
	NEW 2x6 STUDS @ 16" O.C. W/ 5/8" GYP BOARD FINISH - PAINT.
	NEW SHIP LAP SIDING RAIN SCREEN OVER VENTED FURRING STRIPS AND MOISTURE BARRIER.
	NEW TRIM BOARD SIDING OVER EXISTING FRAMING - MATCH SIDING GAP (SHIP LAP).

DRAWING SYMBOL LEGEND

Room name	ROOM NAME AND NUMBER
	DOOR TAG - WIDTH INCHES x HEIGHT INCHES
	WINDOW TAG
	EXTERIOR ELEVATION TAG
	INTERIOR ELEVATION TAG
	WALL SECTION TAG
	ENLARGED PLAN
	ADA MANEUVERING CLEARANCE
	NEW MILLWORK AND COUNTERTOP
	NEW SIGNAGE W/ REFERENCE NUMBER
	DOOR WORK NOTE - SEE DOOR WORK NOTES ON SHEET A1.2

FINISH SCHEDULE

ROOM NAME	ROOM NO.	FLOOR	BASE	WAINSCOT	WALLS	CEILING	REMARKS
VESTIBULE	100	EPOXY PAINT	NA		SIDING	PAINT	
MENS	101	MATCH EX TILE	1x4 WOOD - PAINT		PAINT	PAINT	
WOMENS	102	MATCH EX TILE	1x4 WOOD - PAINT		PAINT	PAINT	
CONCESSIONS #2	103	EPOXY PAINT		8' FRP @ WET WALLS	PAINT	PAINT	
TROPHY CASE / STORAGE BELOW	104	PAINT			PAINT	PAINT	1
CONCESSIONS #1	105	EPOXY PAINT		8' FRP @ WET WALLS	PAINT	PAINT	
STORAGE	106	EPOXY PAINT		8' FRP @ WET WALLS	PAINT	PAINT	
COVERED CIRCULATION	107	EPOXY PAINT			PAINT	PAINT	2
OPEN BREEZEWAY	108	POWER WASH			PAINT	PAINT	
JANITOR	122	EPOXY PAINT		8' FRP @ WET WALLS	PAINT	PAINT	
STORAGE	123	POWER WASH			PAINT	PAINT	3
GRANDSTAND 1	124	PAINT					7
GRANDSTAND 2	125	PAINT					7
GRANDSTAND 3	126	PAINT					7
GRANDSTAND 4	127	PAINT					7
STAIR 1	128	PAINT					
STAIR 2	129	PAINT					
SECOND FLOOR OPEN BREEZEWAY	201	EPOXY PAINT	1x4 PT WOOD - PAINT		PAINT	PAINT	5,6
ASSEMBLY	202	LV-1	MATCH EXISTING WOOD		PAINT	PAINT	5,6
OPEN OFFICE	203	LV-1	MATCH EXISTING WOOD		PAINT	PAINT	5,6
PRESS BOX 1	204	LV-1	MATCH EXISTING WOOD		PAINT	PAINT	5,6
VESTIBULE	205	LV-1	MATCH EXISTING WOOD		PAINT	PAINT	4,5,6
STORAGE	206	LV-1	MATCH EXISTING WOOD		PAINT	PAINT	5,6
UNI-SEX	207	LV-2	MATCH EXISTING WOOD	8' FRP @ WET WALLS	PAINT	PAINT	4,5,6
MECHANICAL	208						
CONFERENCE	209	LV-3	MATCH EXISTING WOOD		PAINT	PAINT	4,5,6
OFFICE	210	LV-1	MATCH EXISTING WOOD		PAINT	PAINT	5,6
PRESS BOX 2	211	LV-1	MATCH EXISTING WOOD		PAINT	PAINT	5,6

REMARKS:

- (2) ADJUSTABLE 18" GLASS SHELVES
- ALTERNATE #1** - PAINT EXPOSED CONCRETE FLOOR UNDER ROOF (APPROXIMATELY 750 SQ.FT.) "STONEHARD - STONECHEM EPOXY PRIMER GS4"
- DRY-IN ROOM - PATCH AND REPAIR WALLS, FLOOR AND CEILING
- 1x2 TRIM BANDING APPROXIMATELY 7'-0" AFF - FIELD VERIFY
- 3/8" PLY-WOOD DECKING OVERLAY OVER EXISTING REPAIRED / LEVELED DECKING - MODIFY DOORS TO REMAIN AS REQUIRED.
- ADJUST AND/OR PROVIDE CROWN MOLDING TO MATCH EXISTING - TYPICAL ENTIRE ROOM.
- ALTERNATE #2** - AS INDICATED ON DRAWINGS - PAINT ACCESS ISLES WITH "STONEHARD - STONECHEM EPOXY PRIMER GS4" - ACCENT EPOXY PAINT (APPROX. 2,570 SF)

CONCESSIONS #1 EQUIPMENT SCHEDULE

MARK	COUNT	ITEM	COMMENTS
C1	1	ELECTRIC RANGE	-
C2	1	OVERSIZED ELECTRIC RANGE HOOD	-
C3	1	ELECTRIC FRYER	-
C4	1	COMMERCIAL UPRIGHT ICE MAKER	30"x30"
C5	1	DOUBLE DOOR COOLER	-
C6	1	UPRIGHT REFRIGERATOR FREEZER	-
C7	2	WALL MOUNTED AIR CIRCULATION FAN	-
C8	1	MICROWAVE	-
C9	10	ELECTRIC HOT POT	-
C10	1	SINK DISPOSAL GRINDER	-
C12	1	AIR FRYER	-
C13	1	COUNTER ELECTRIC GRILL	-
C14	1	FREEZER CHEST	-

CONCESSIONS #2 EQUIPMENT SCHEDULE

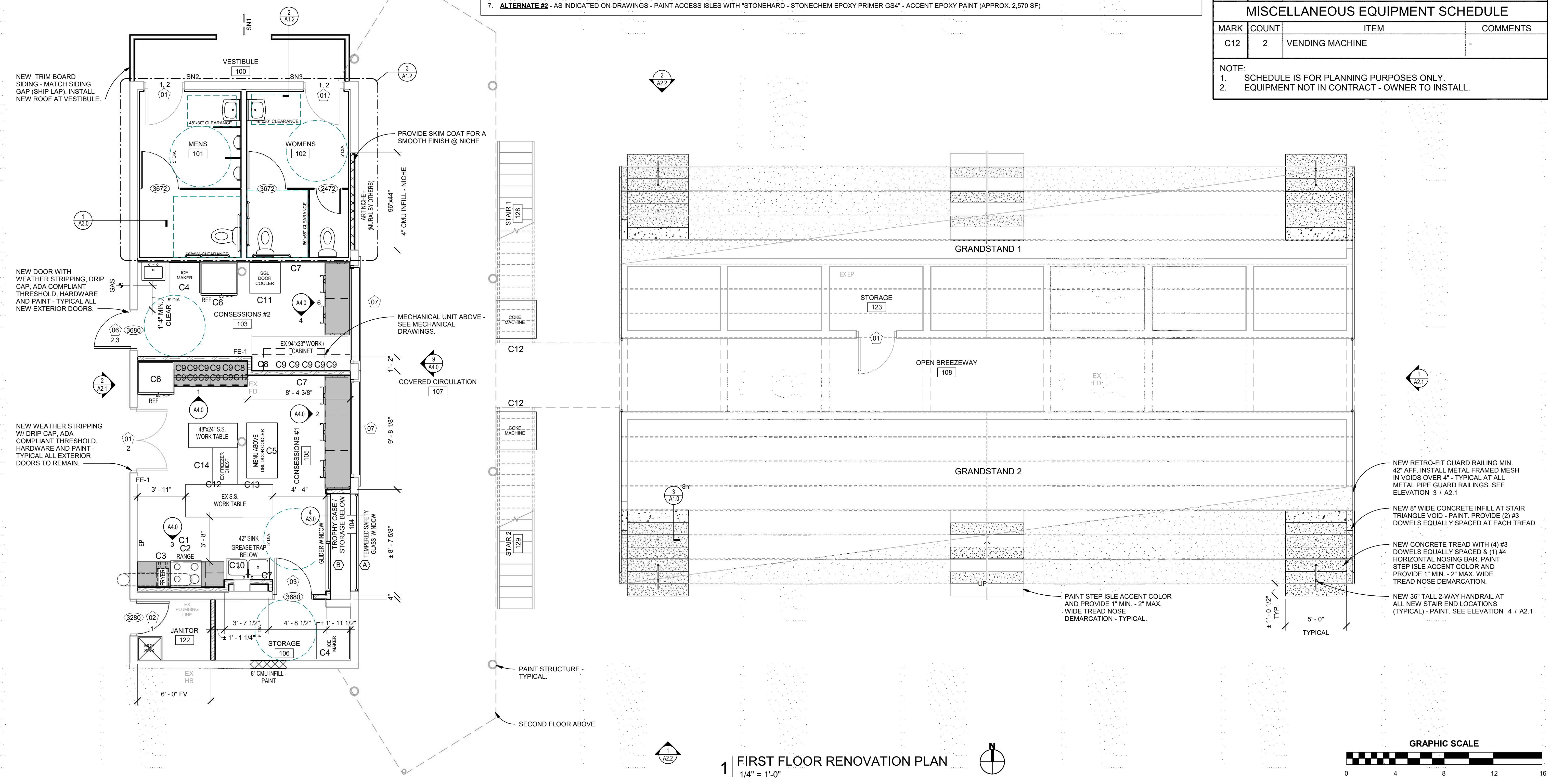
MARK	COUNT	ITEM	COMMENTS
C4	1	COMMERCIAL UPRIGHT ICE MAKER	30"x30"
C6	1	UPRIGHT REFRIGERATOR FREEZER	-
C7	1	WALL MOUNTED AIR CIRCULATION FAN	-
C8	1	MICROWAVE	-
C9	5	ELECTRIC HOT POT	-
C11	1	SINGLE DOOR COOLER	-

MISCELLANEOUS EQUIPMENT SCHEDULE

MARK	COUNT	ITEM	COMMENTS
C12	2	VENDING MACHINE	-

NOTE:

- SCHEDULE IS FOR PLANNING PURPOSES ONLY.
- EQUIPMENT NOT IN CONTRACT - OWNER TO INSTALL.



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GGA

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CJL

FINAL DATE

10-10-2022

REVISION SCHEDULE

REV #

REV DATE

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LEWIS

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CREATING LANDMARKS SINCE 1910...

SHEET TITLE

FIRST FLOOR RENOVATION PLAN

PROJECT

JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER

A1.1

TOILET ACCESSORY GENERAL NOTES

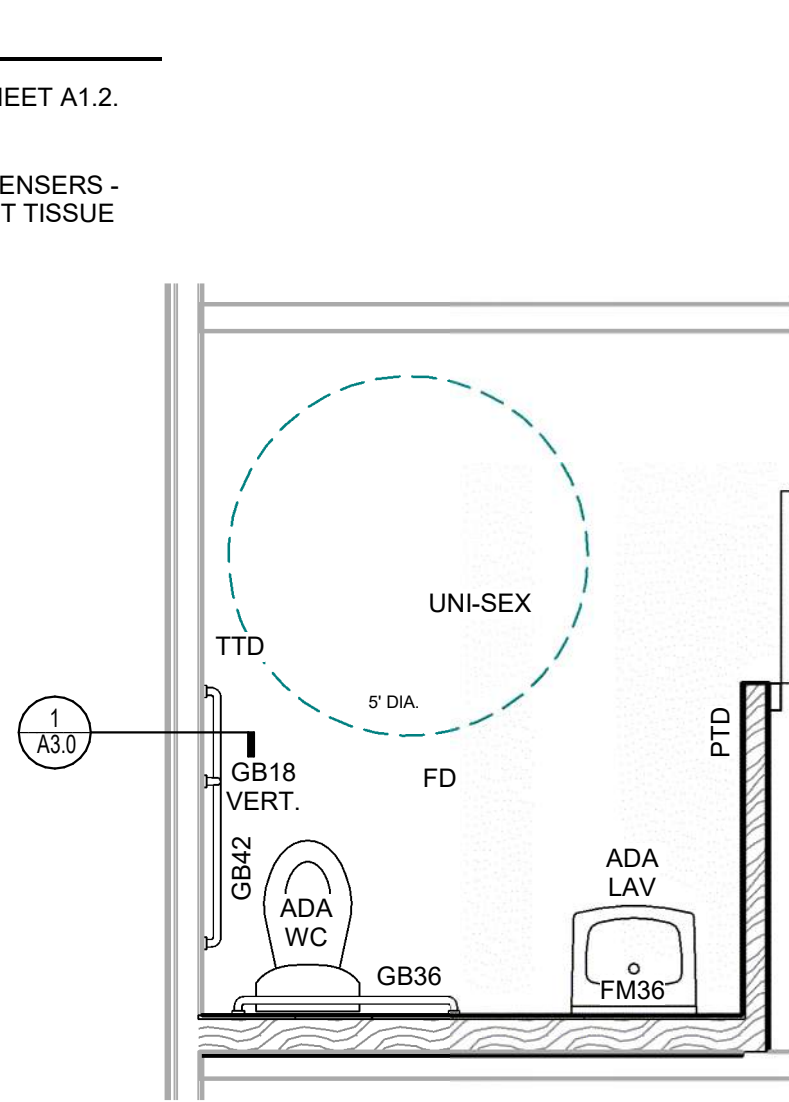
1. THE TOILET ACCESSORY SCHEDULE APPLIES TO ENLARGED PLANS ON SHEET A1.2.
2. VERIFY ALL MOUNTING HEIGHTS WITH CODES AND MANUFACTURER.
3. ADA TOILET PARTITION DOORS SHALL BE 32" MIN CLEAR OPENING.
4. CONTRACTOR TO INSTALL ALL BLOCKING IN WALLS FOR WALL HUNG DISPENSERS - OWNER TO PROVIDE AND INSTALL PAPER TOWEL DISPENSERS AND TOILET TISSUE DISPENSERS.

TOILET PLAN NOTES:

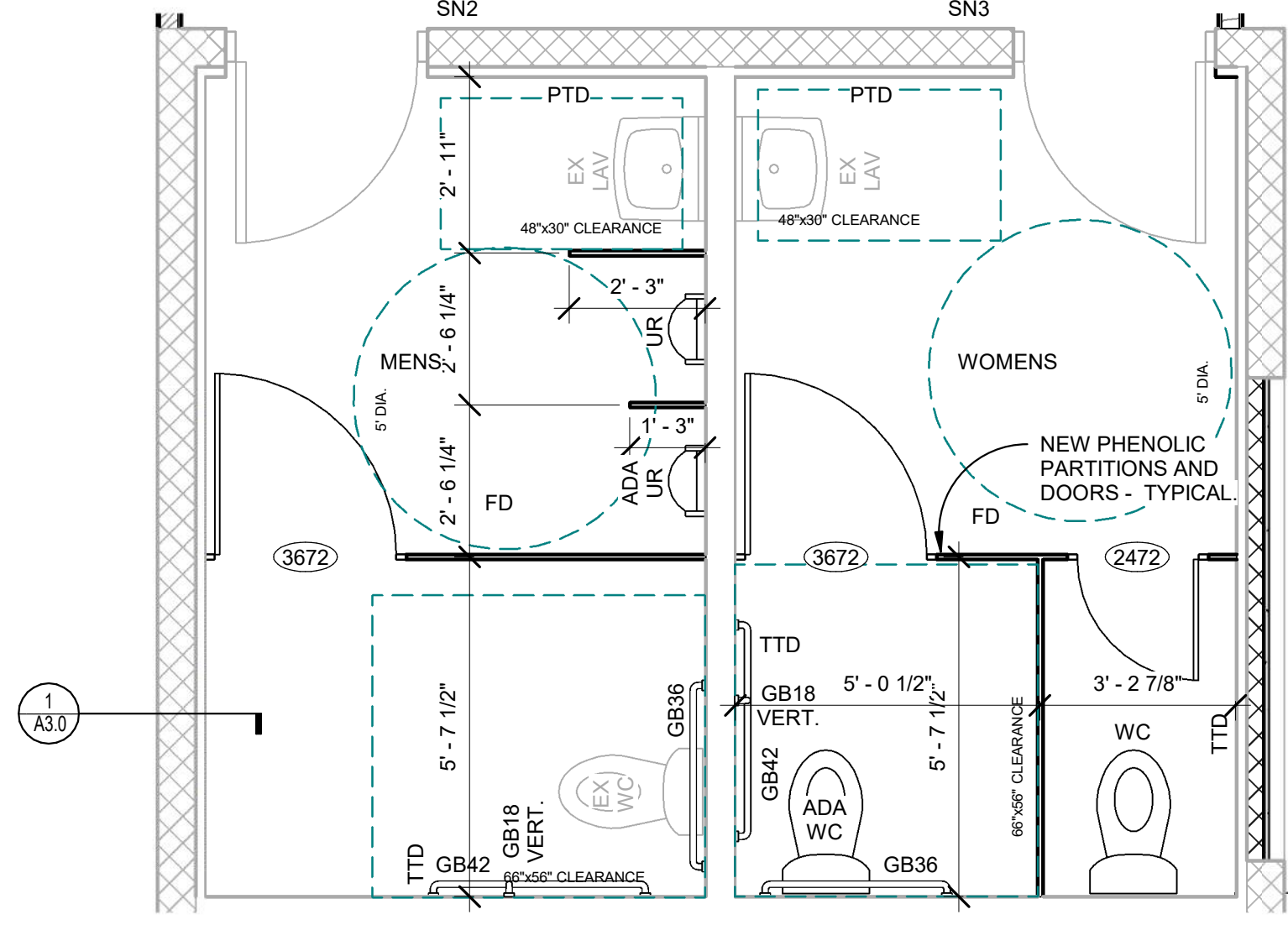
- ADA ADA ACCESSIBLE FIXTURE
WC WATER CLOSET
GB GRAB BAR (SIZE INDICATED ON PLAN)
LAV LAVATORY
FM36 18X36 FRAMED MIRROR
FD FLOOR DRAIN
PTD PAPER TOWEL DISPENSER
TTD TOILET TISSUE DISPENSER
UR URINAL
MBH MOP AND BROOM HOLDER
SHW SHOWER
BCS BABY CHANGING STATION

TOILET ACCESSORY ABBREVIATIONS

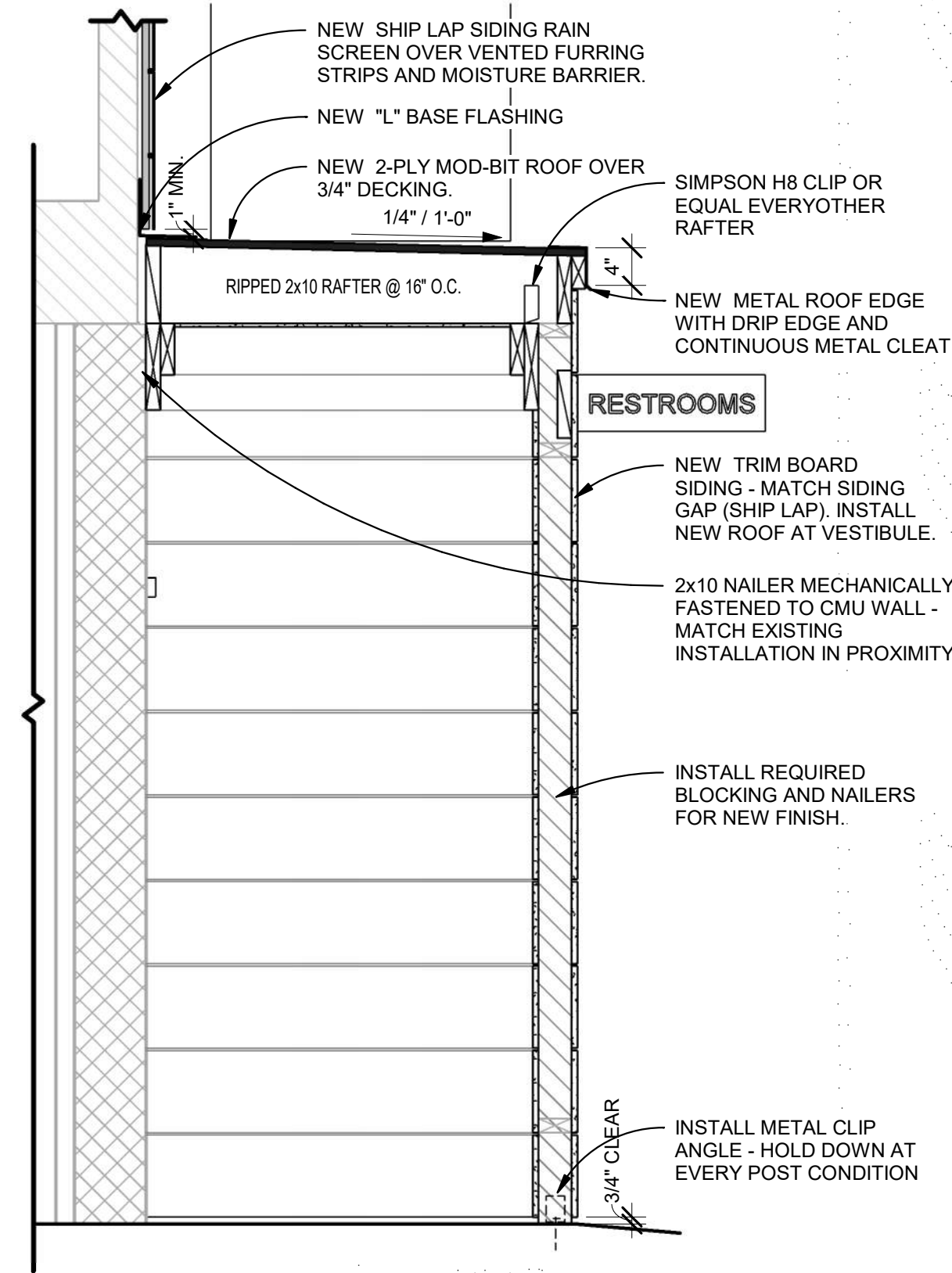
1. TOILET ACCESSORY LOCATIONS AND FIXTURE CENTERLINES ARE DIMENSIONED RELATIVE TO FINISHED FACE OF WALL AS SHOWN.
2. CONTRACTOR TO PROVIDE BLOCKING FOR ALL WALL TO MOUNTED ACCESSORIES WHERE INDICATED AND COORDINATE TRADES AS REQUIRED.
3. MOUNT GRAB BARS 35" A.F.F. TO CENTERLINE
4. MOUNT FM 40" A.F.F. TO BOTTOM
5. MOUNT PTD 38" A.F.F. TO BOTTOM
6. MOUNT TTD 30" A.F.F. TO CENTERLINE AND 7" TO 9" IN FRONT OF TOILET
7. MOUNT VERT GB18 39"-41" A.F.F. TO BOTTOM AND 39" TO 41" FROM BACK WALL



4 | ENLARGED PLAN
3/8" = 1'-0"



3 | ENLARGED PLAN
3/8" = 1'-0"



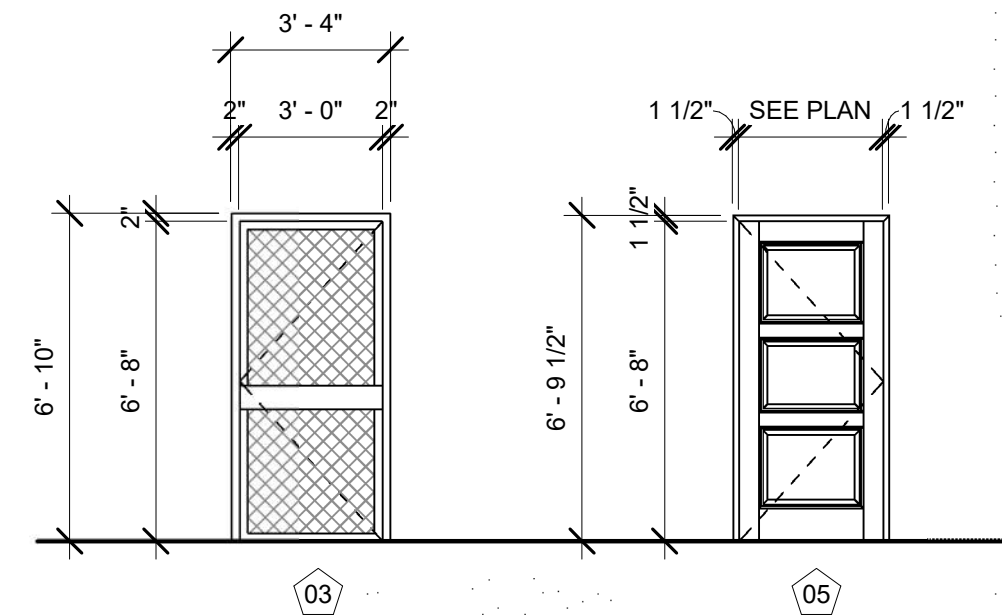
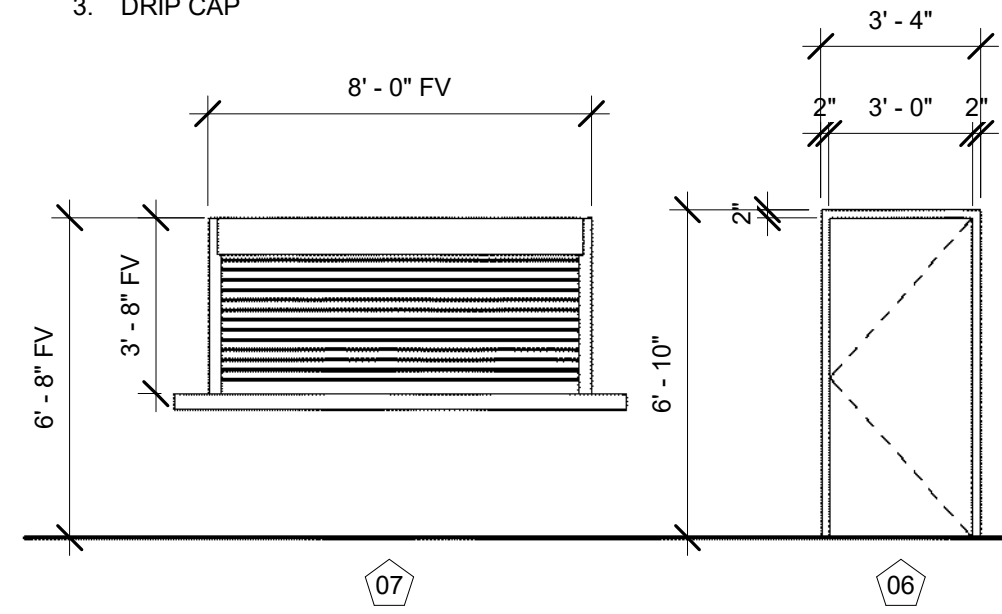
2 | VESTIBULE SECTION
3/4" = 1'-0"

DOOR WORK NOTES

- 01 EXISTING DOOR TO RECIEVE NEW ADA COMPLIANT HARDWARE, THRESHOLD, WEATHERSTRIPPING, PRIME AND PAINT
02 NEW HOLLOW METAL DOOR SLAB, ADA COMPLIANT HARDWARE, THRESHOLD, WEATHERSTRIPPING, PRIME AND PAINT - SEE FLOOR PLAN FOR DOOR SIZE
03 NEW PLASTIC COATED CHAIN LINK GATE WITH ADA COMPLIANT HARDWARE - SEE FLOOR PLAN FOR DOOR SIZE
04 NEW MANUAL OPERATED OVERHEAD COILING COUNTER DOOR- SEE FLOOR PLAN FOR DOOR SIZE
05 NEW THREE PANEL HOLLOW CORE WOODEN DOOR AND FRAME- SEE FLOOR PLAN FOR DOOR SIZE
06 NEW HOLLOW METAL DOOR & FRAME, ADA COMPLIANT HARDWARE, THRESHOLD, WEATHERSTRIPPING, PRIME AND PAINT - SEE FLOOR PLAN FOR DOOR SIZE
07 NEW 96"x44" MANUAL OVERHEAD DOOR WITH LOCK

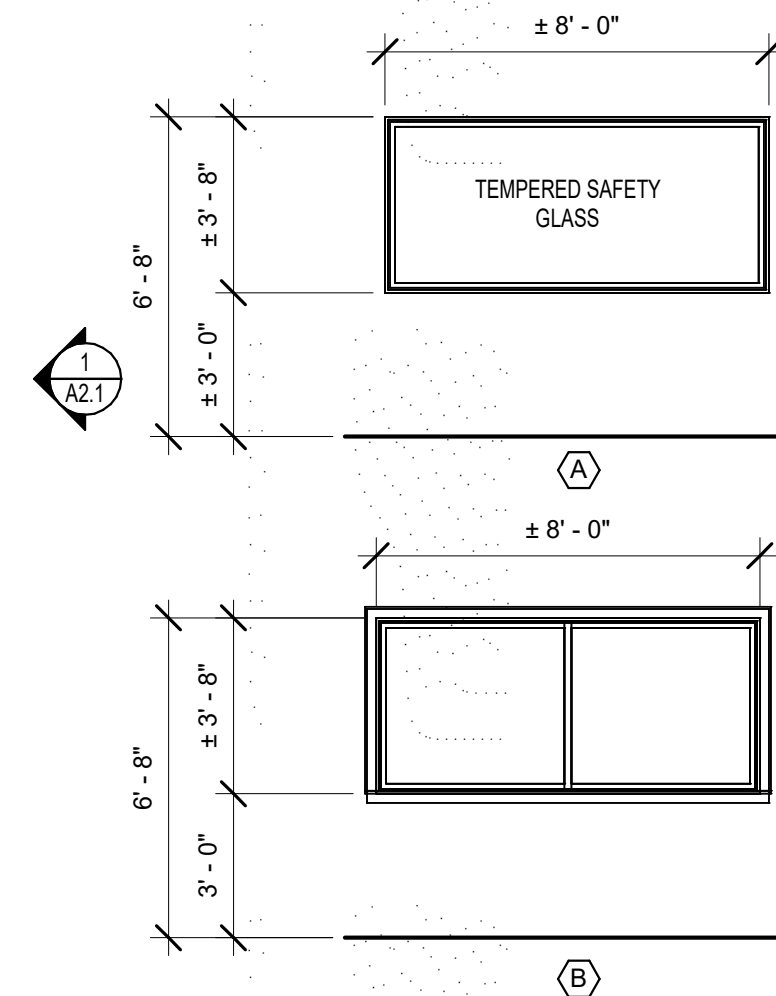
NOTE: - SEE FLOOR PLANS FOR LOCATIONS

1. CLOSER
2. KICK PLATES
3. DRIP CAP



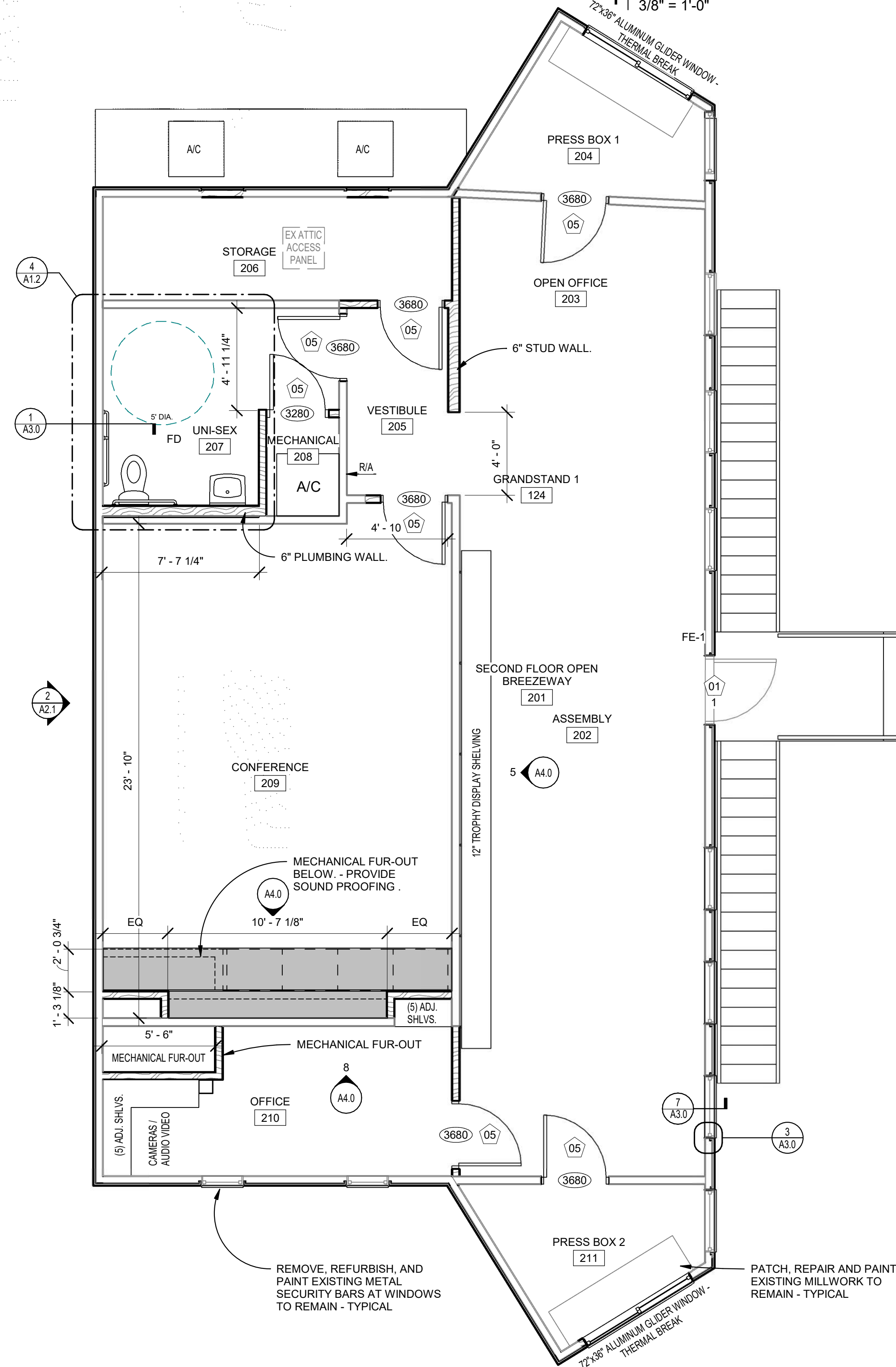
DOOR ELEVATIONS

1/4" = 1'-0"

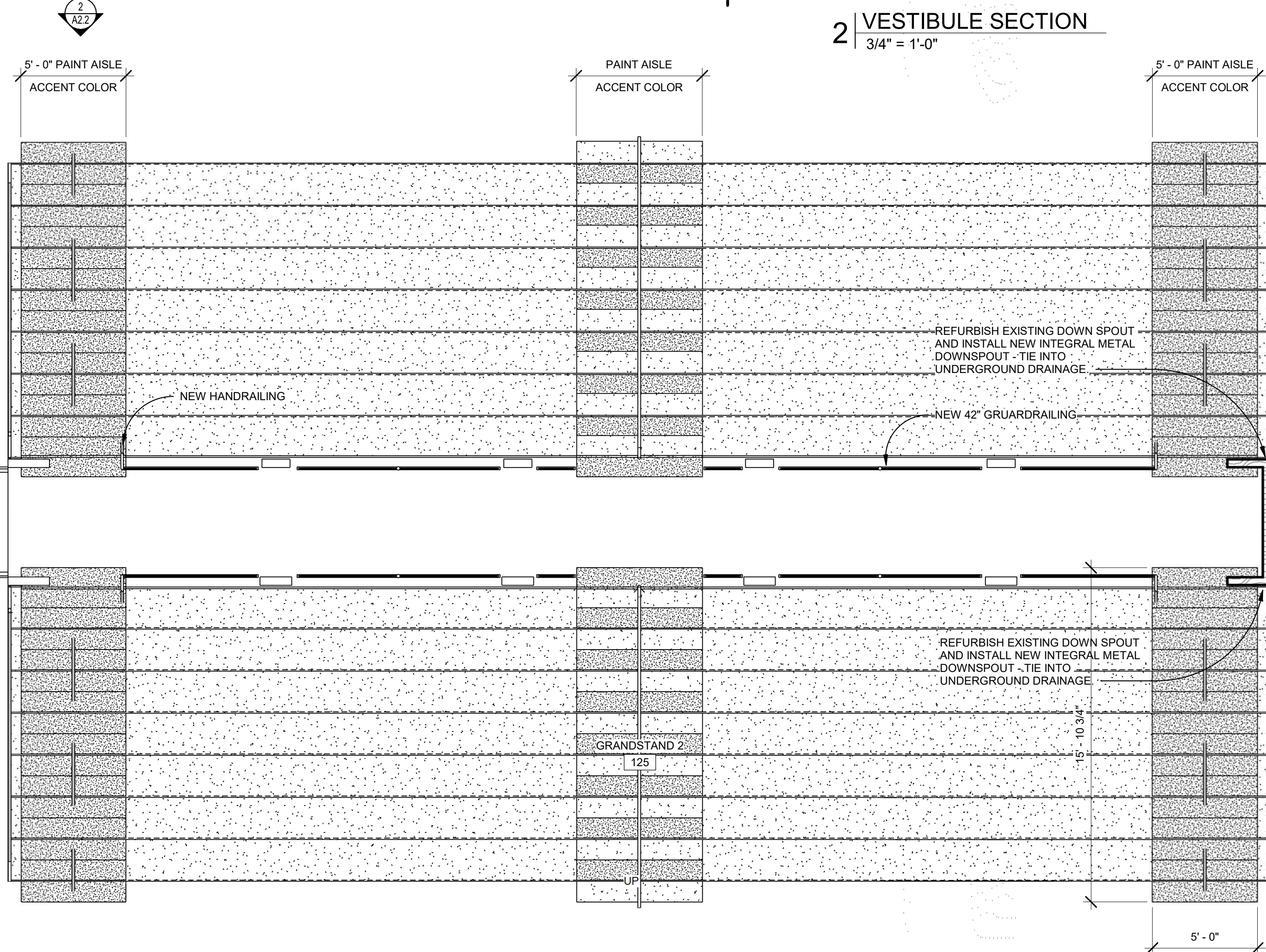


WINDOW ELEVATIONS

1/4" = 1'-0"



1 | SECOND FLOOR RENOVATION PLAN
1/4" = 1'-0"



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SHEET TITLE
EXTERIOR ELEVATIONS

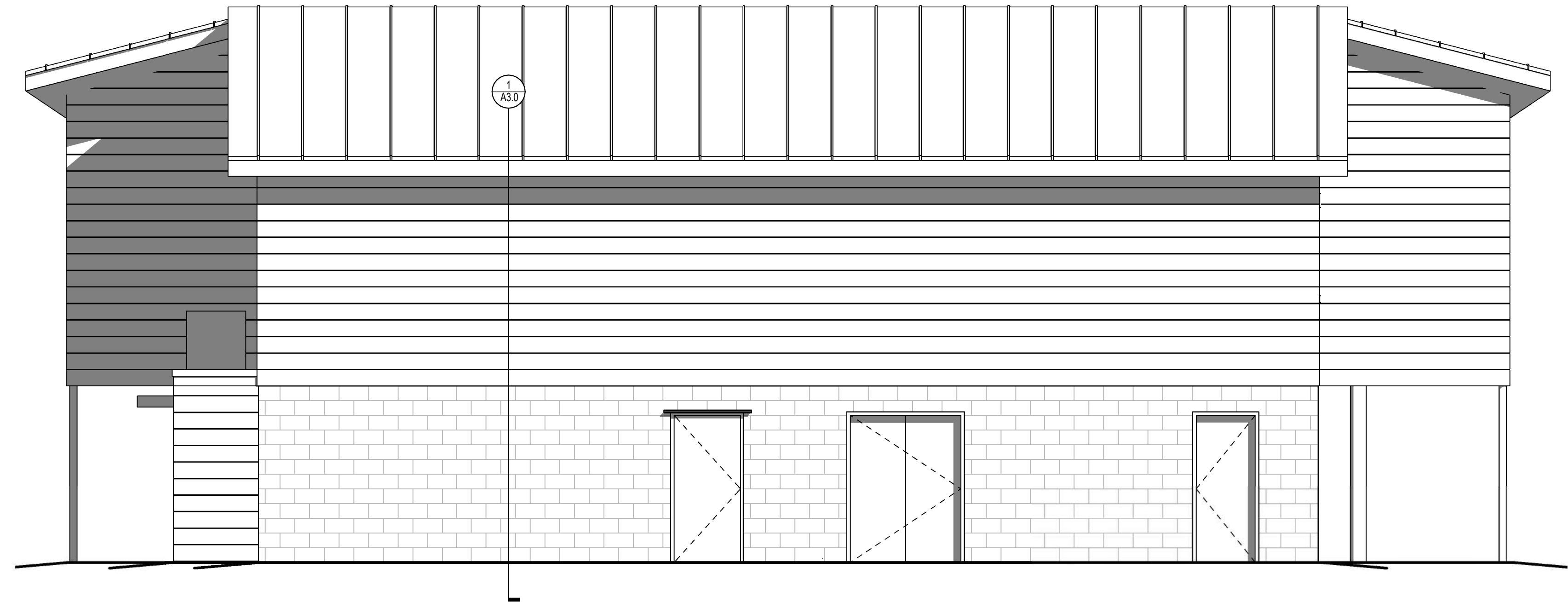
PROJECT
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CITY OF HATTIESBURG
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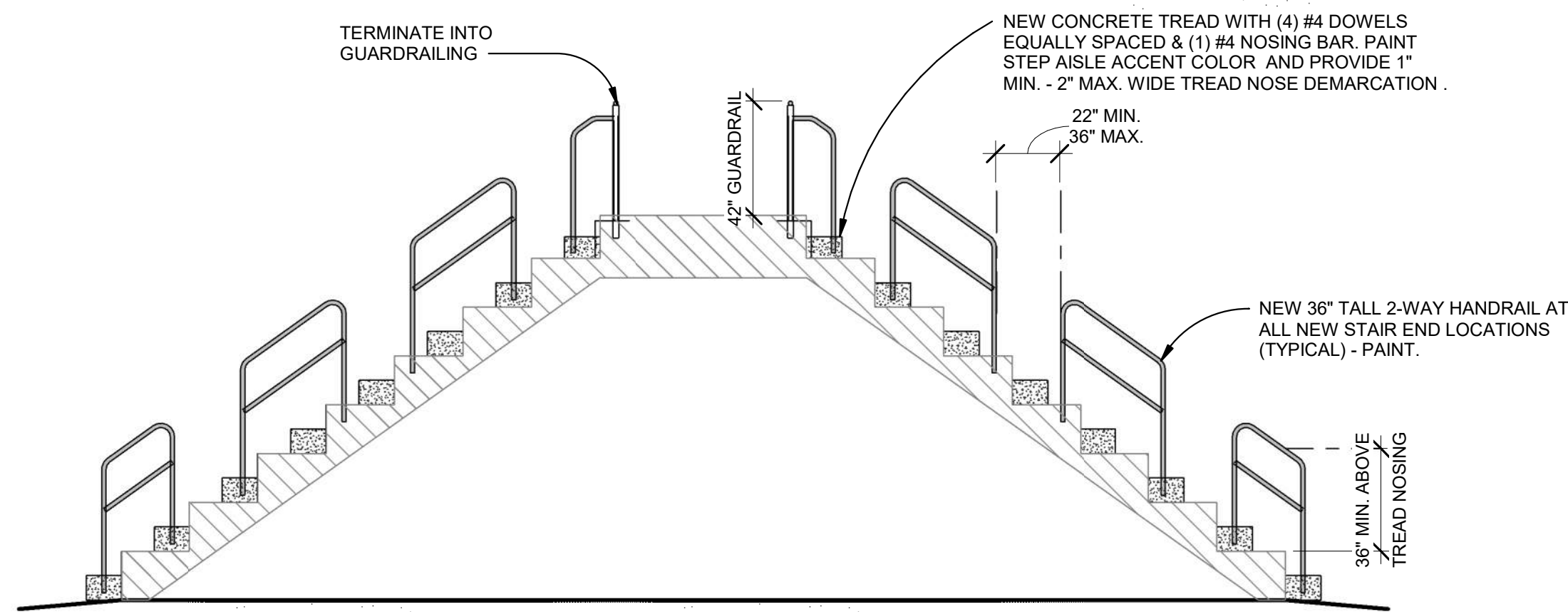
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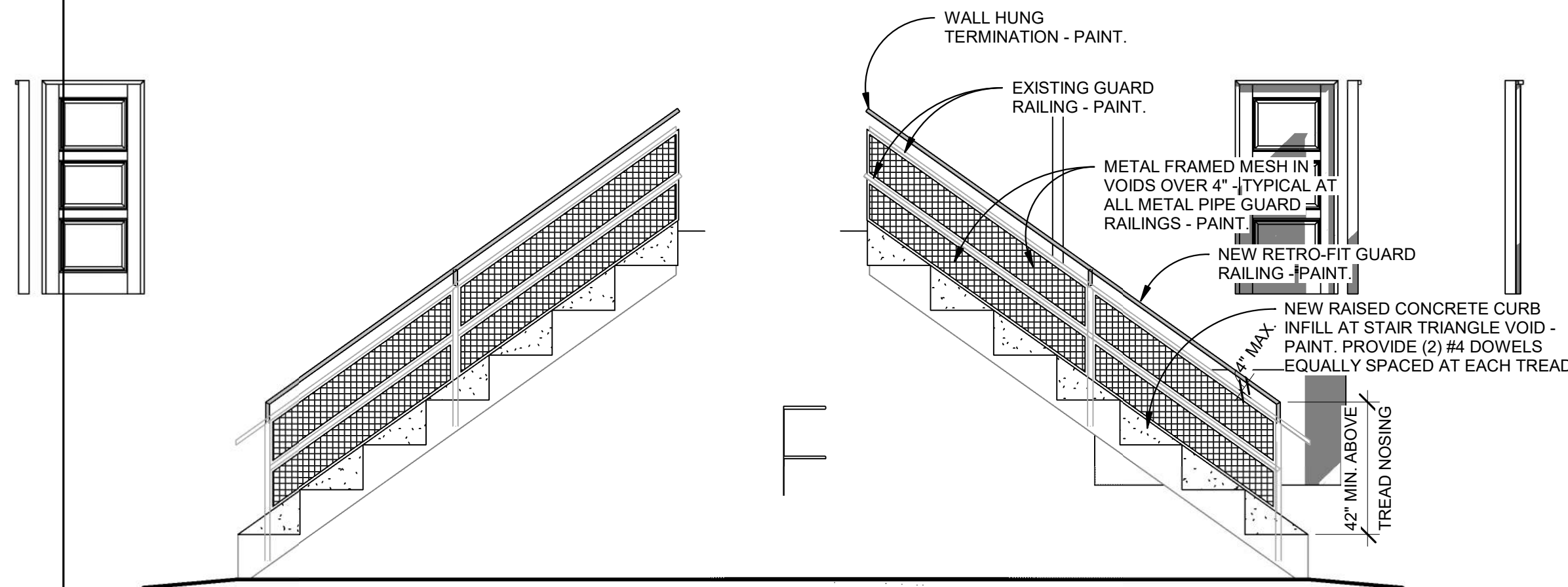
A2.1



2 | LEFT SIDE ELEVATION
1/4" = 1'-0"



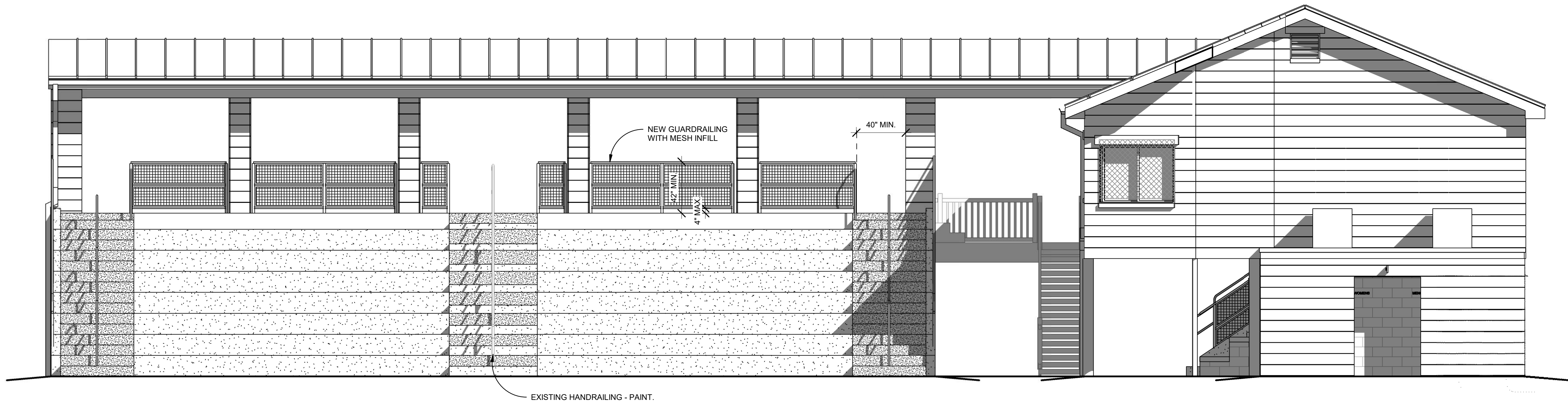
4 | GRANDSTAND 1 & 2 TWO-WAY HANDRAIL
1/4" = 1'-0"



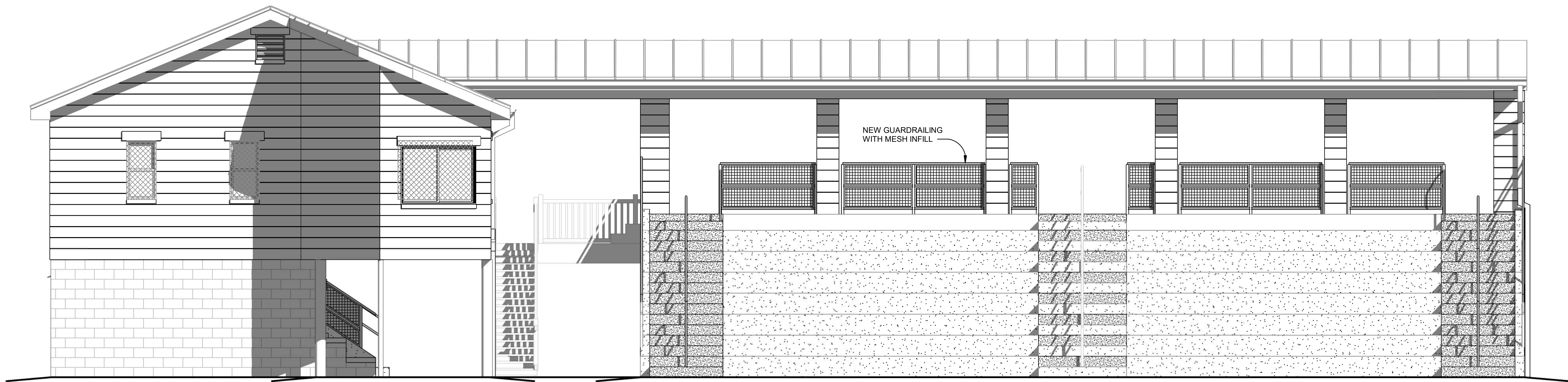
3 | GRANDSTAND 1 & 2 GUARD RAILING
1/4" = 1'-0"



1 | RIGHT SIDE ELEVATION
1/4" = 1'-0"



2 | BACK ELEVATION
1/4" = 1'-0"



1 | FRONT ELEVATION
1/4" = 1'-0"

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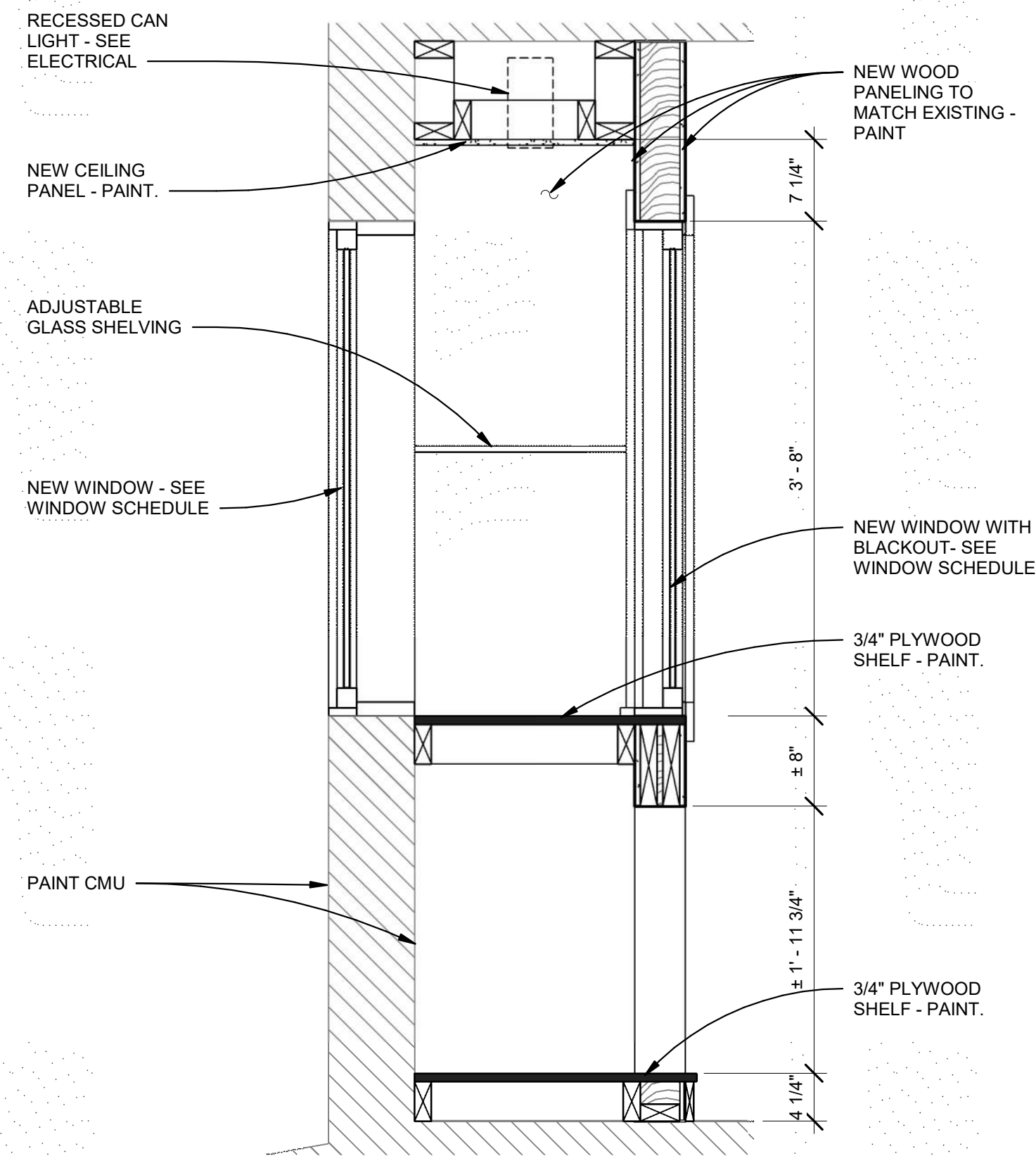
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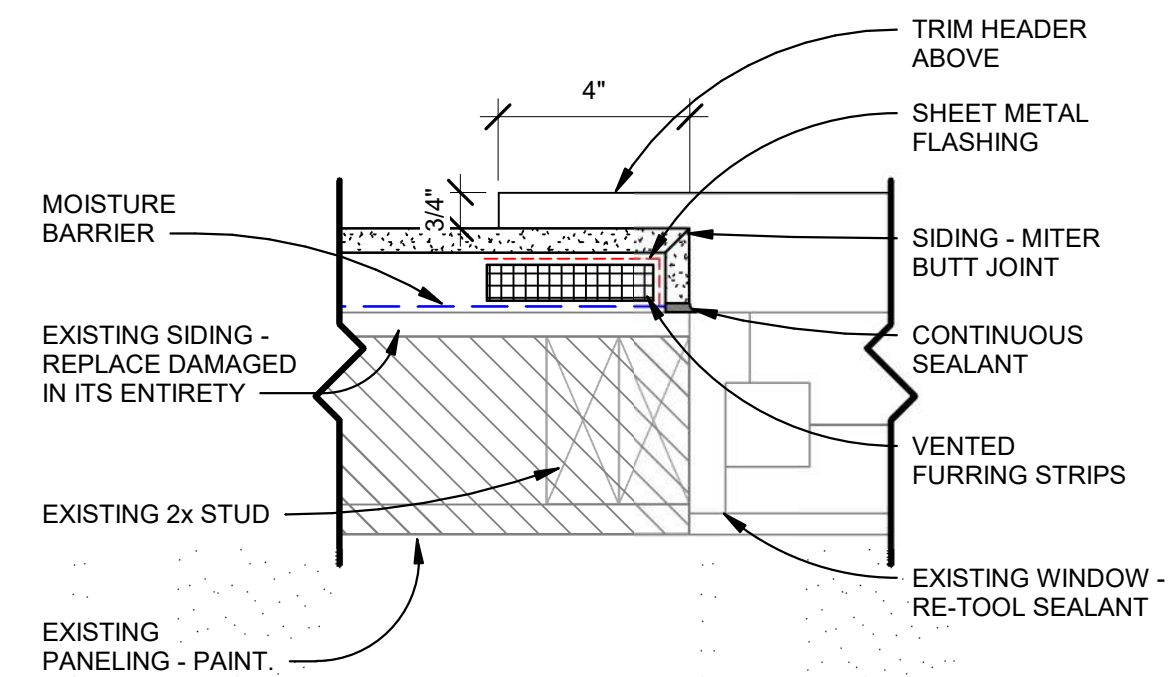
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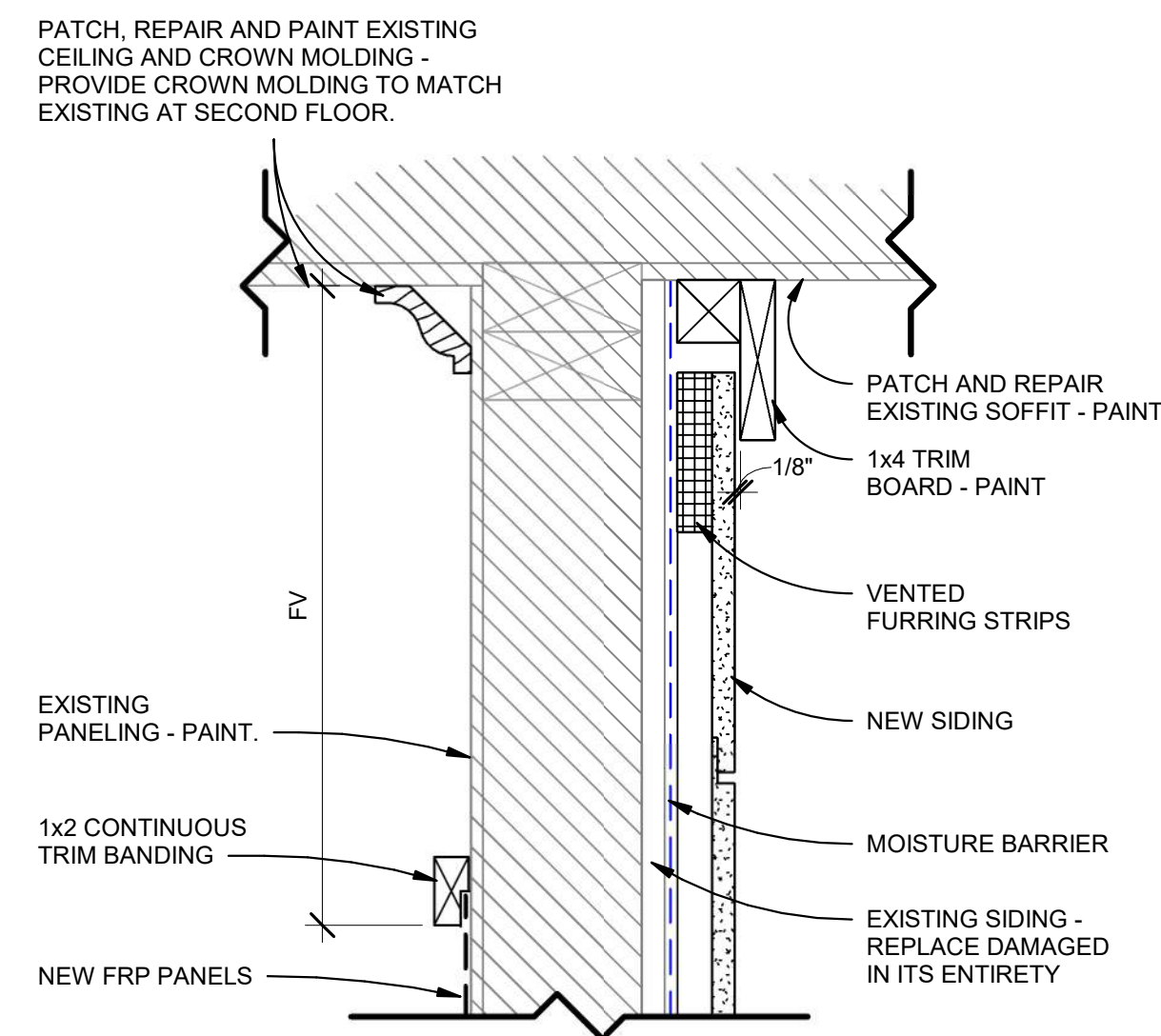
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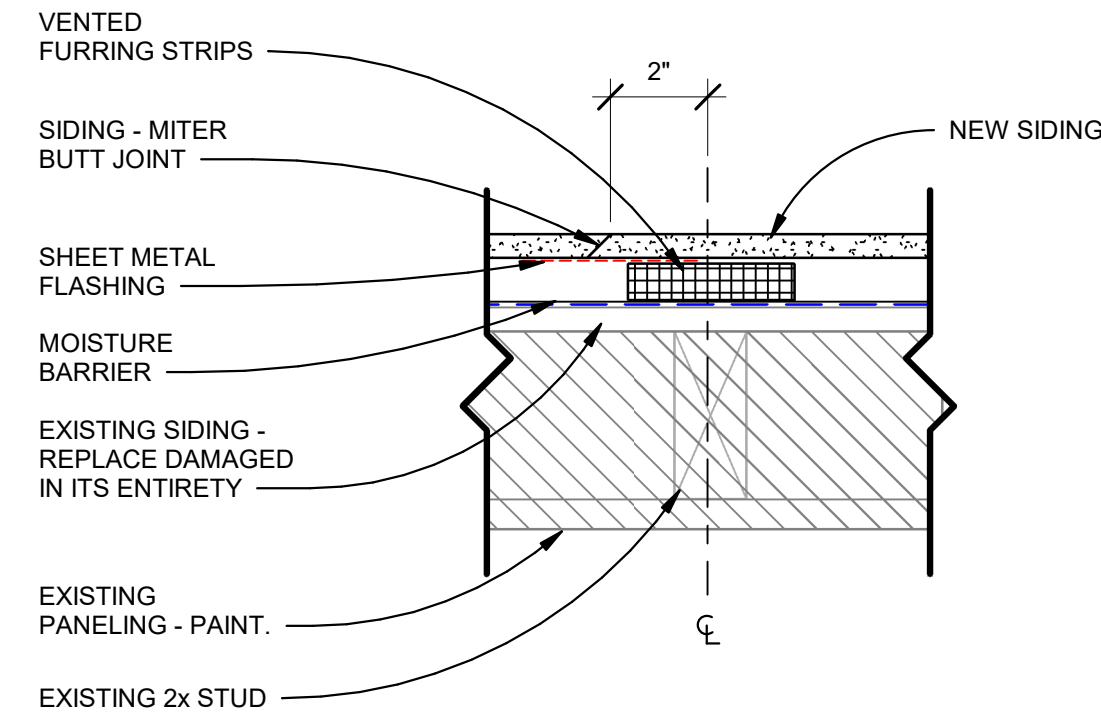
4 | TROPHY CASE
1" = 1'-0"



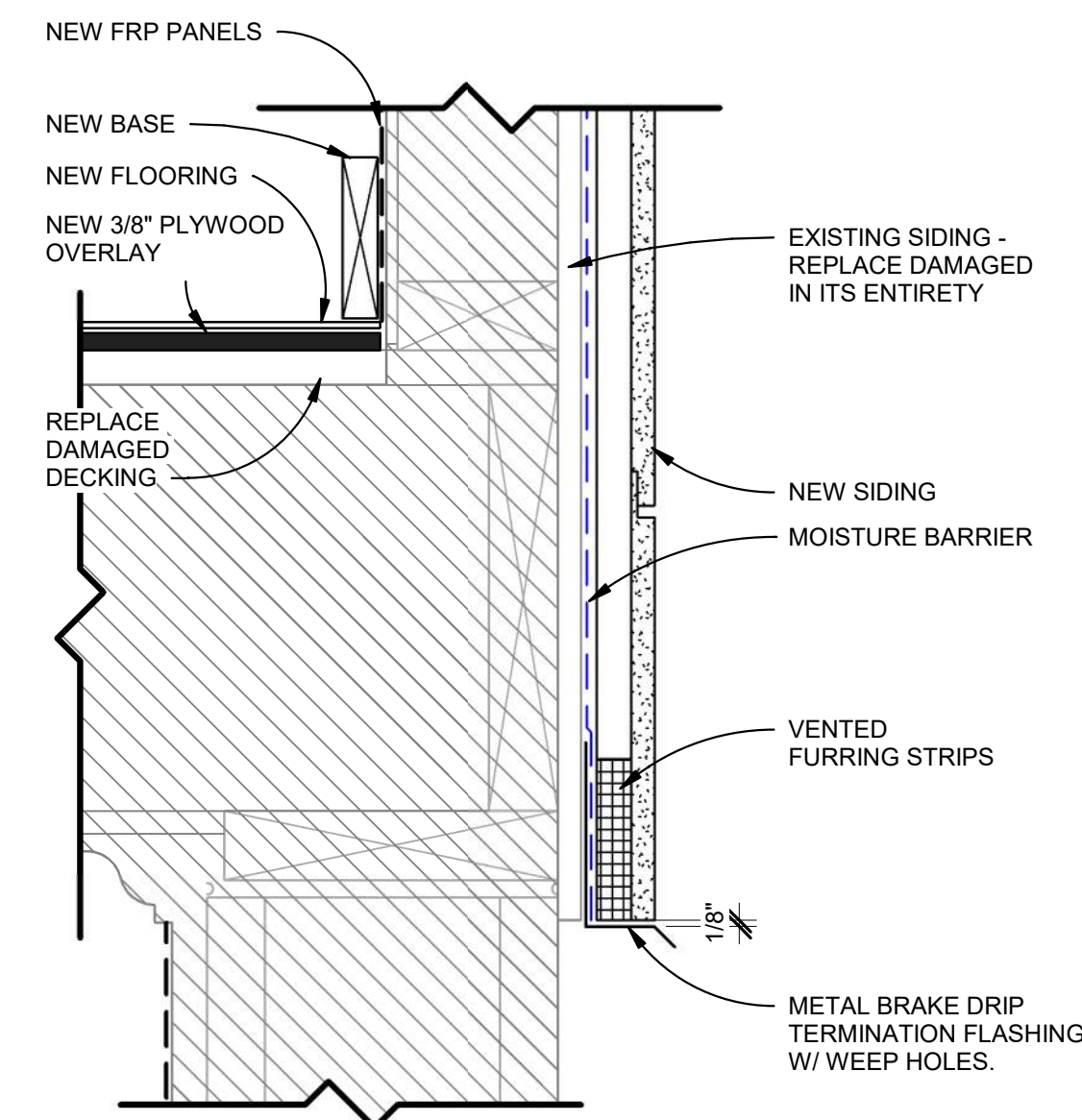
3 | JAMB DETAIL
3" = 1'-0"



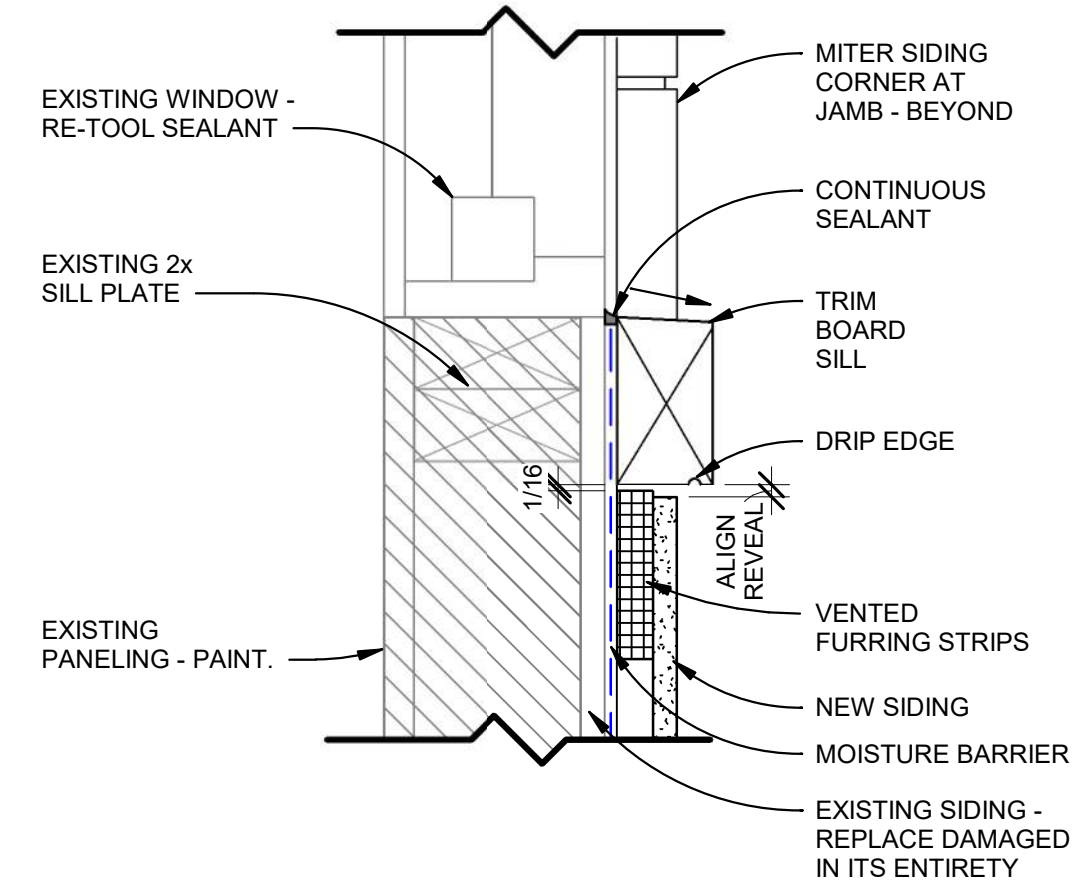
6 | FREEZE BOARD DETAIL
3" = 1'-0"



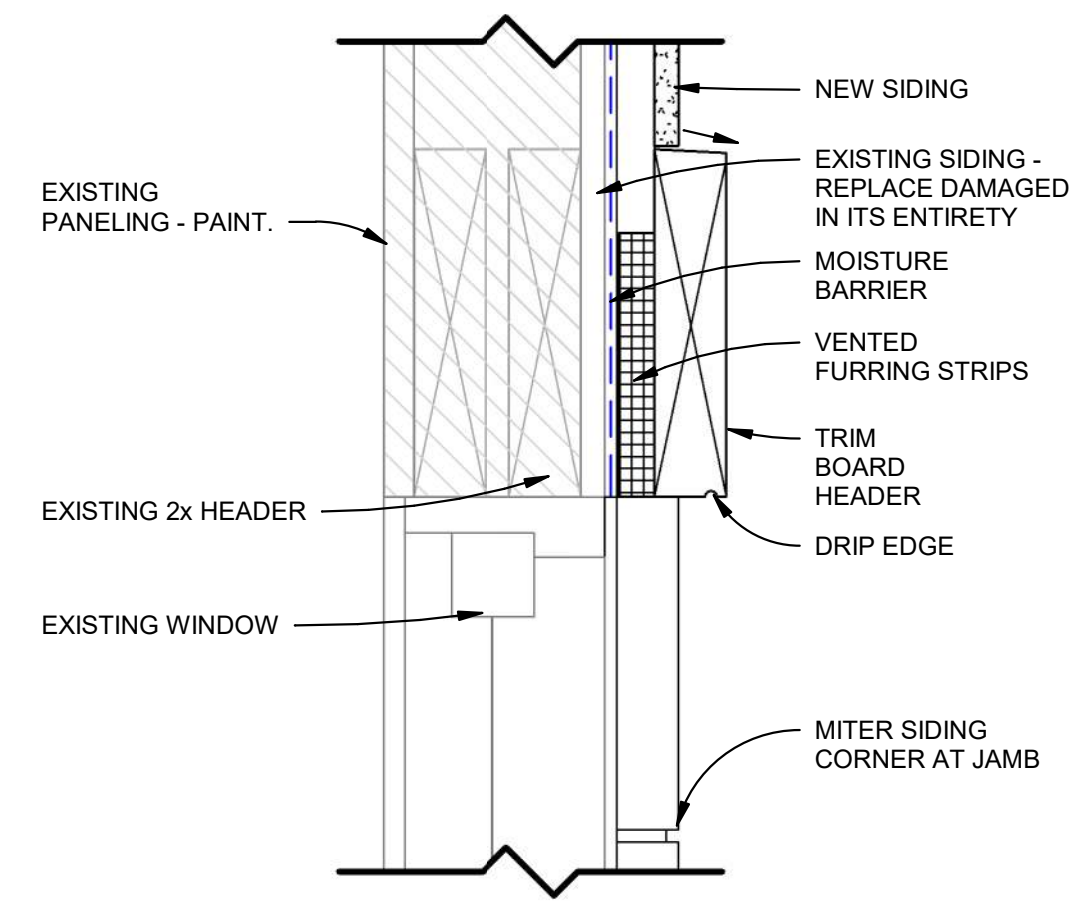
8 | SIDING BUTT JOINT DETAIL
3" = 1'-0"



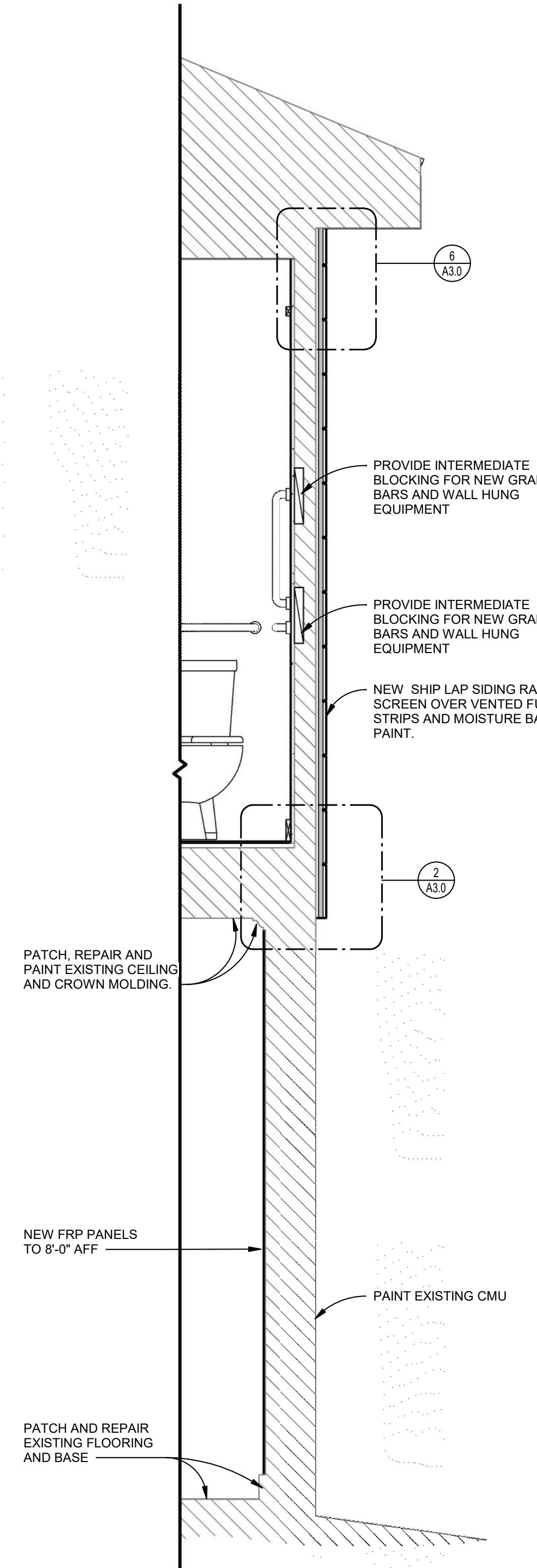
2 | SIDING TRANSITION @ CMU DETAIL
3" = 1'-0"



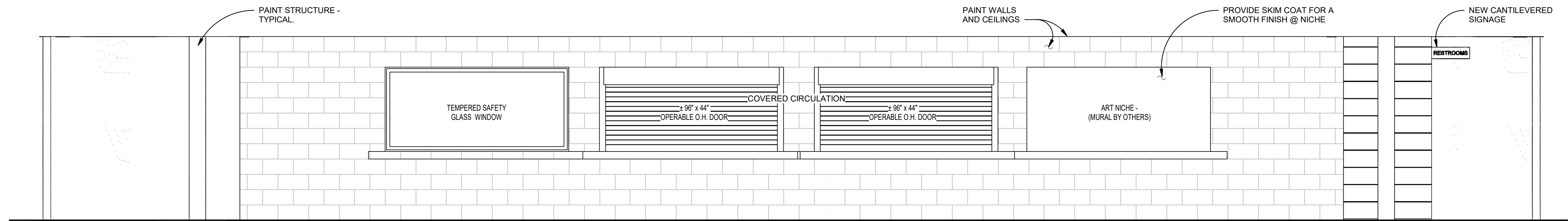
5 | WINDOW SILL DETAIL
3" = 1'-0"



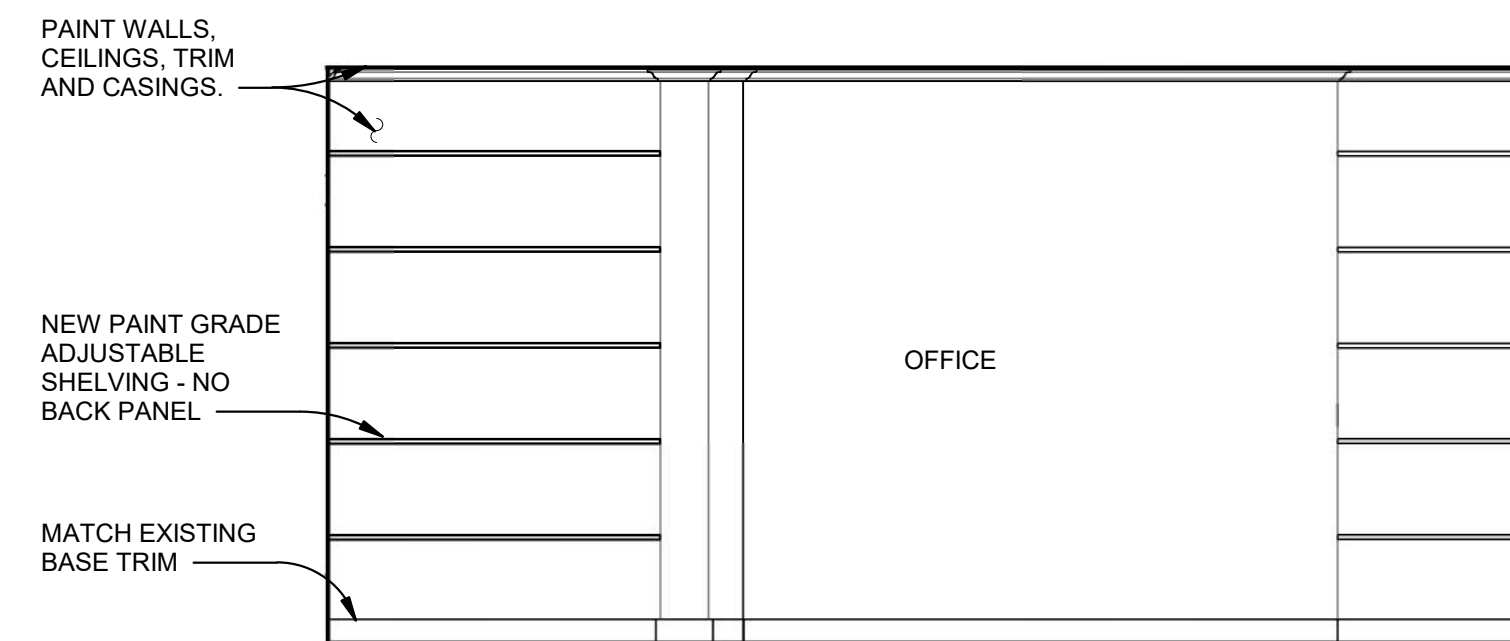
7 | HEADER DETAIL
3" = 1'-0"



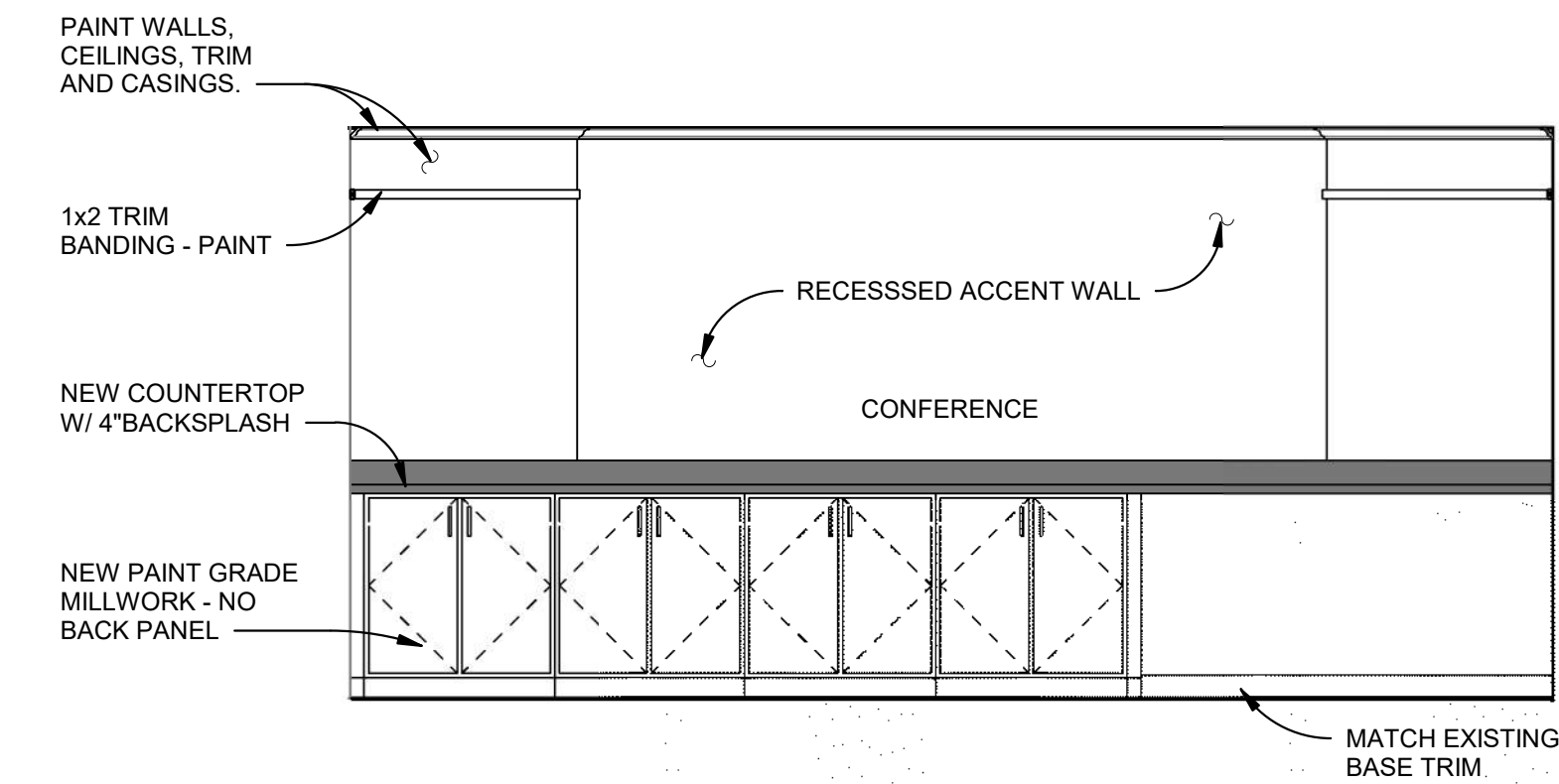
1 | TYPICAL WALL SECTION
3/4" = 1'-0"



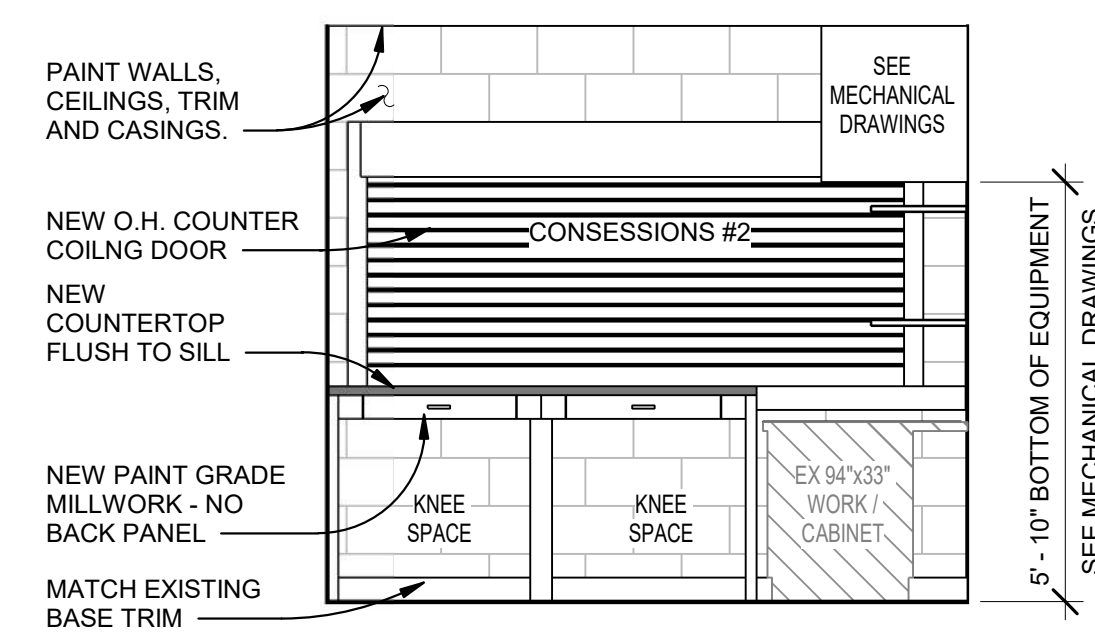
9 CONCESSIONS WINDOW ELEVATION
3/8" = 1'-0"



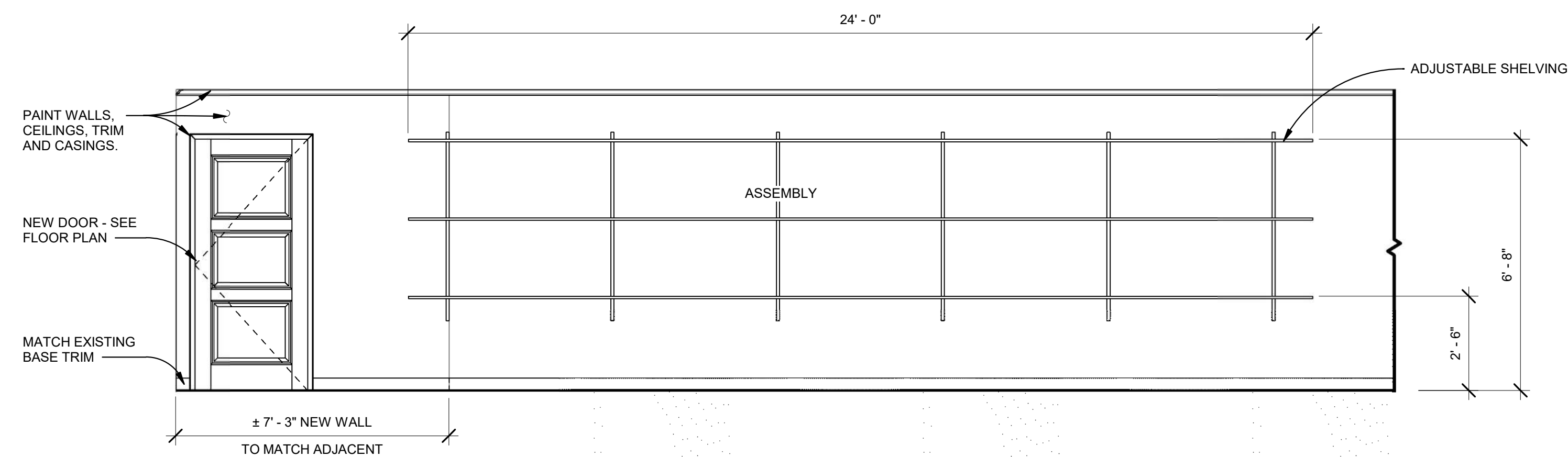
8 OFFICE ELEVATION
3/8" = 1'-0"



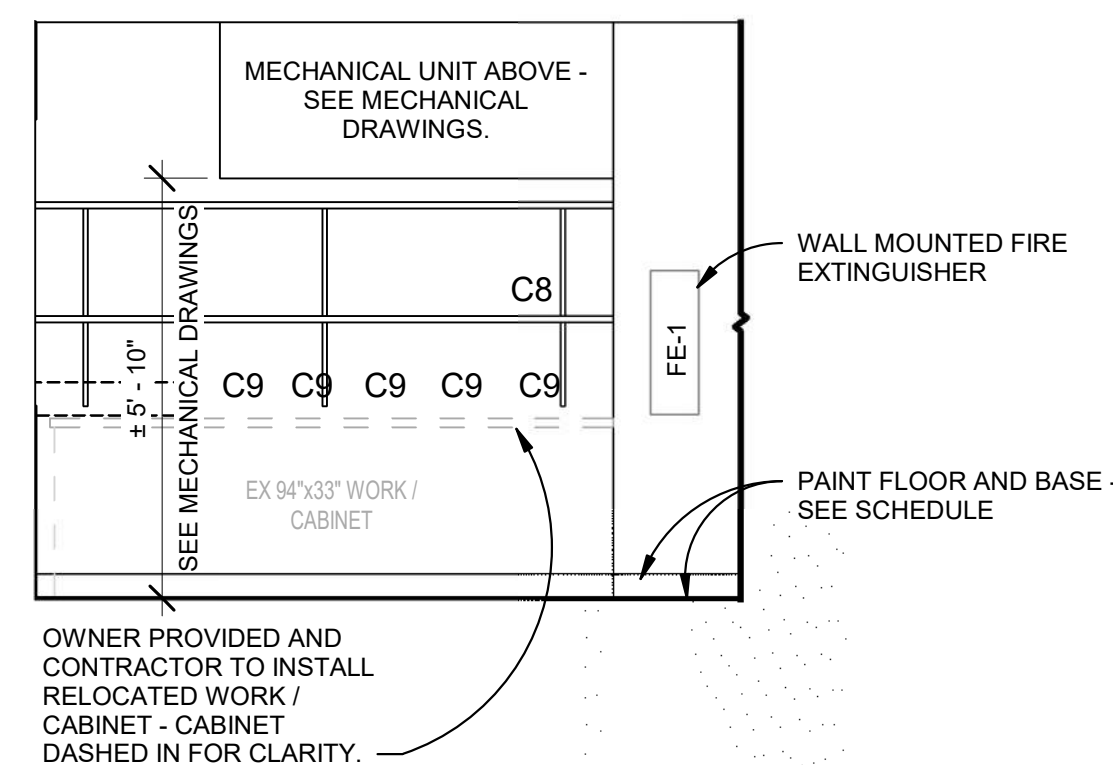
7 CONFERENCE ROOM ELEVATION
3/8" = 1'-0"



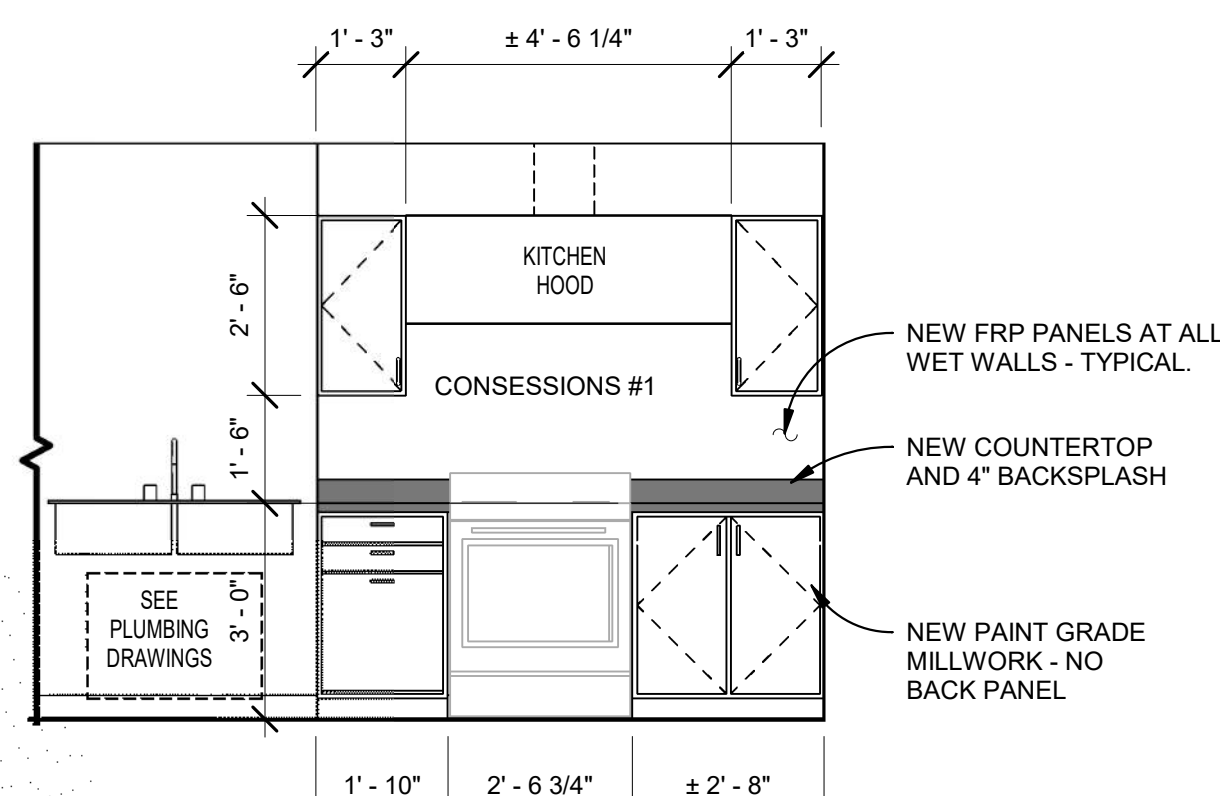
6 CONCESSIONS #2
3/8" = 1'-0"



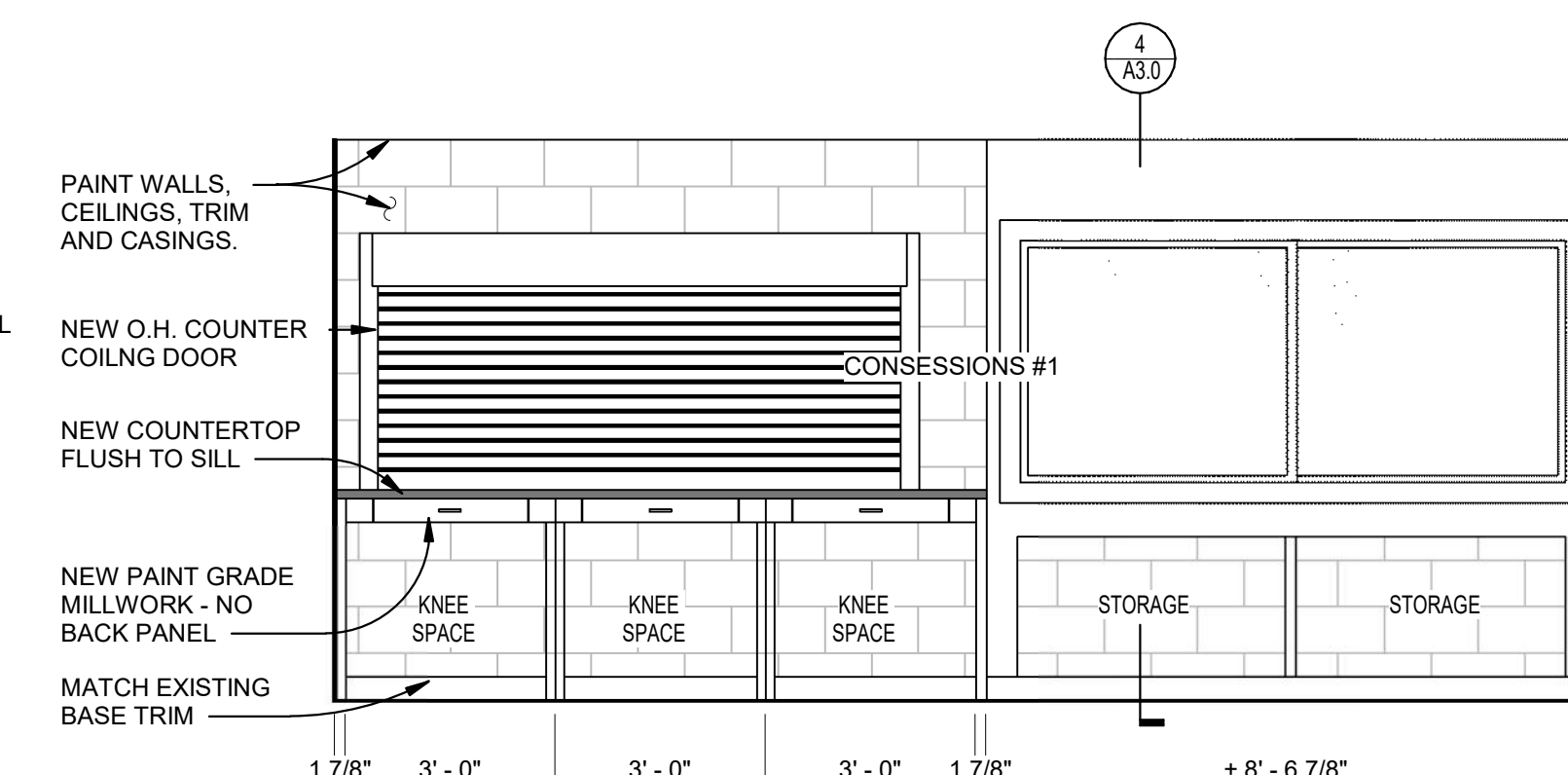
5 TROPHY SHELVING
3/8" = 1'-0"



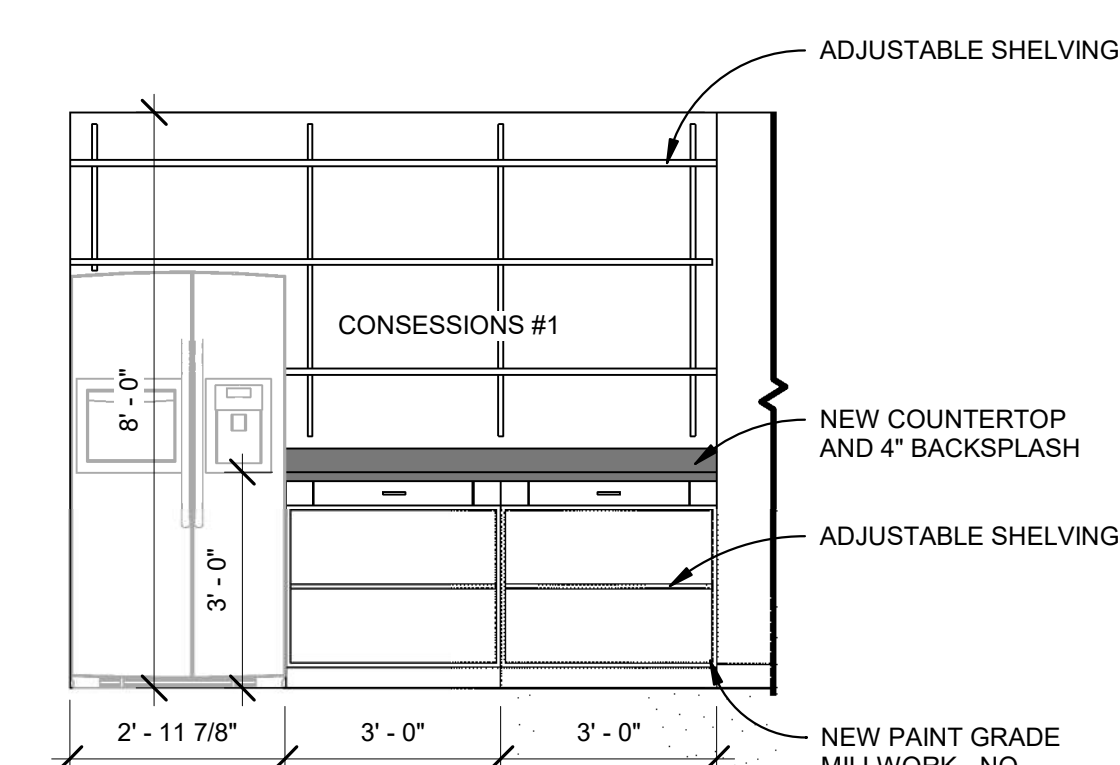
4 CONCESSIONS #2
3/8" = 1'-0"



3 CONCESSIONS #1
3/8" = 1'-0"



2 CONCESSIONS #1
3/8" = 1'-0"



1 CONCESSIONS #1
3/8" = 1'-0"

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SHEET TITLE
INTERIOR ELEVATIONS

PROJECT
JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
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CN 22-3922

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A4.0



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GENERAL PLUMBING NOTES

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE INTERNATIONAL PLUMBING CODE AND ALL LOCAL CODES.
- DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL ROUTING OF PIPING SYSTEMS. DRAWINGS SHALL NOT BE SCALED.
- CONTRACTOR SHALL ROUTE NEW PIPING TO AVOID CONFLICTS AND INTERFERENCES WITH DUCTWORK AND OTHER CRAFT WORK. FINAL COORDINATION WITH OTHER TRADES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- NEW GAS SERVICE PIPING AND METER/REGULATOR ASSEMBLY SHALL BE SIZED AND INSTALLED BY LOCAL GAS COMPANY. THE COST FOR THIS WORK SHALL BE PAID BY THE CONTRACTOR.
- THE LOCATION OF EXISTING SITE UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BID. ALL DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER AND ARCHITECT.
- DO NOT ROUTE ANY PIPING DIRECTLY OVER ELECTRICAL PANELS AND EQUIPMENT, ELEVATOR EQUIPMENT AND CONTROLS, OR TELECOMMUNICATIONS EQUIPMENT. SEE ELECTRICAL AND TELECOMMUNICATION DRAWINGS FOR EXACT EQUIPMENT LOCATIONS.
- FIRESTOP ALL PIPING PENETRATIONS THROUGH RATED WALLS AND FLOORS.
- WALL HYDRANTS AND HOSE BIBBS SHALL BE INSTALLED 18" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
- ALL HOSE BIBBS, WALL HYDRANTS AND HOSE END CONNECTIONS SHALL BE EQUIPPED WITH AN INTEGRAL VACUUM BREAKER.
- BRANCH LINES SERVING SINGLE FIXTURES MAY NOT BE SIZED ON THE FLOOR PLANS. CONTRACTOR SHALL REFERENCE RISER DIAGRAMS AND THE FIXTURE CONNECTION SCHEDULE FOR ADDITIONAL SIZING INFORMATION.
- PLUMBING VENTS AND STACKS THROUGH ROOF SHALL BE INSTALLED A MINIMUM OF 25'-0" CLEAR OF ALL OUTSIDE AIR INTAKES AND WINDOWS.
- CONTRACTOR IS RESPONSIBLE FOR FINAL CONNECTIONS TO EQUIPMENT FURNISHED UNDER OTHER SECTIONS OR PROVIDED BY THE OWNER. PROVIDE SUPPLIES, STOPS, TAILPIECES, P-TRAPS, PRVS, BACKFLOW PREVENTION DEVICES, AND INDIRECT DRAIN LINES AS REQUIRED. COORDINATE REQUIREMENTS WITH EQUIPMENT SUPPLIER.
- PROVIDE FLEXIBLE, CHROME PLATED COPPER SUPPLIES WITH ANGLE STOPS FOR ALL SINKS, LAVATORIES, TANK TYPE WATER CLOSETS, DRINKING FOUNTAINS, OWNER FURNISHED EQUIPMENT, ETC.
- PROVIDE ADA INSULATION KITS FOR SUPPLIES, DRAIN PIPING AND TRAPS AT ADA LAVATORIES AND SINKS.
- PROVIDE ACCESSIBLE ISOLATION VALVES IN DOMESTIC COLD AND HOT WATER LINES SERVING RESTROOMS AND ANY OTHER LOCATIONS SHOWN ON THE PLANS. ADDITIONALLY, PROVIDE ACCESSIBLE ISOLATION VALVES AT ALL MAIN BRANCH RUNOUTS.
- FURNISH AND INSTALL WATER HAMMER ARRESTORS IN DOMESTIC COLD AND HOT WATER LINES AT CONNECTIONS TO FLUSH VALVES AND QUICK CLOSING VALVES. PROVIDE ACCESS TO ALL WATER HAMMER ARRESTORS THRU LAY-IN CEILINGS OR ACCESS PANELS.
- PROVIDE TRAP PRIMER CONNECTION AND TRAP PRIMER FOR ALL FLOOR DRAINS. FLOOR DRAIN TRAPS SHALL BE PRIMED BY THE NEAREST LAVATORY OR FLUSH VALVE WATER CLOSET UNLESS NOTED OTHERWISE.
- FOR BELOW GRADE SANITARY WASTE PIPING, CAST IRON SHALL BE INSTALLED FOR THE FIRST TEN FEET ON DRAINS SERVING BOILER ROOMS, FOOD PREP/DISHWASHING, STERILIZERS, OR ANY OTHER EQUIPMENT THAT MAY DISCHARGE WASTE WATER ABOVE 140°F.
- PROVIDE 4" HIGH CONCRETE PAD FOR ALL FLOOR-MOUNTED EQUIPMENT.
- INSTALL CLEANOUTS AT THE BASE OF ALL SANITARY AND STORM STACKS, AT ALL CHANGES IN DIRECTION GREATER THAN 45 DEGREES, AND AT LEAST EVERY 50 FEET IN STRAIGHT RUNS.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION AND ROUGHING DIMENSIONS OF ALL PLUMBING FIXTURES, DRAINS, ETC.
- DIELECTRIC UNIONS SHALL BE INSTALLED AT ALL CONNECTIONS BETWEEN DISSIMILAR METALS (SUCH AS COPPER TO GALVANIZED STEEL).
- ALL MATERIALS WITHIN RETURN AIR PLENUMS SHALL BE NONCOMBUSTIBLE.

GENERAL PLUMBING DEMOLITION NOTES

- DASHED LINES ON DEMO PLANS REPRESENT PLUMBING, EQUIPMENT, PIPING, VALVES, HANGERS, SUPPORTS, ETC. TO BE REMOVED. PERMANENTLY SEAL AND CAP SERVICES NEXT TO MAIN SERVICE LINES ABOVE CEILINGS, IN WALLS, OR BELOW FLOORS AS REQUIRED.
- THE CONTRACTOR SHALL NOT CONSIDER DEMOLITION AND ALTERATION NOTES TO BE ALL-INCLUSIVE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT AND ASSESS EACH AREA AND TO FULFILL THE INTENT OF THE DESIGN INDICATED BY THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COORDINATE PLUMBING DEMOLITION DRAWINGS AND NOTES WITH ARCHITECTURAL DRAWINGS AND NOTES.
- EXISTING CONDITIONS AND LOCATIONS OF EQUIPMENT, FIXTURES, PIPING, ETC. SHALL BE FIELD VERIFIED PRIOR TO COMMENCING WORK. CONDITIONS SHOWN ARE BASED ON EXISTING DRAWINGS AND MAY NOT BE EXACT. REFERENCE EXISTING AS-BUILT DRAWINGS FOR ADDITIONAL INFORMATION. REPORT ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL FIELD CONDITIONS TO ARCHITECT, ENGINEER, AND OWNER PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK.
- CONTRACTOR SHALL REVIEW ALL ITEMS TO BE DEMOLISHED WITH OWNER TO IDENTIFY ANY ITEMS TO BE SALVAGED PRIOR TO START OF DEMOLITION.
- REPAIR/ REPLACE EXISTING EQUIPMENT, MATERIALS, AND SURFACES NOT SCHEDULED OR NOTED TO BE DEMOLISHED THAT ARE DAMAGED DURING CONSTRUCTION. MAKE ANY AND ALL SUCH REPAIRS AND REPLACEMENTS TO RESTORE THE DAMAGED ITEMS TO THEIR ORIGINAL CONDITIONS AT THE TIME OF DAMAGE, TO THE SATISFACTION OF AND AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL COORDINATE INTERRUPTIONS OF EXISTING SERVICES WITH THE OWNER PRIOR TO COMMENCING WORK.
- ALL DRAINAGE AND VENT PIPING REMOVAL SHALL BE PERFORMED SUCH THAT NO DEAD ENDS EXIST WHEN DEMOLITION IS COMPLETE.
- EXISTING PIPING TO REMAIN SHALL BE REPLACED AND/OR REROUTED AS REQUIRED TO ALLOW INSTALLATION OF NEW PIPING, CEILINGS, ETC. SEE ARCHITECTURAL PLANS FOR NEW CEILING HEIGHTS.

PLUMBING LEGEND

	SANITARY WASTE		GAS COCK
	PLUMBING VENT		GLOBE VALVE
	STORM WATER DRAIN		PRESSURE REDUCING VALVE
	ACID WASTE		MANUAL AIR VENT
	ACID VENT		RELIEF VALVE
	DOMESTIC COLD WATER		BALL VALVE
	DOMESTIC HOT WATER		CLEANOUT
	HOT WATER RECIRCULATING LINE		STRAINER
	FIRE PROTECTION RISER		THERMOMETER
	CONDENSATE DRAIN		THERMOMETER WELL
	COMPRESSED AIR		VENT THRU ROOF
	GAS		GAGE
	GATE VALVE		UNION
	BALANCING VALVE		HOSE BIBB
	CHECK VALVE; ARROW INDICATES FLOW		MEDICAL GAS WALL OUTLET
	FLOW MEASURING DEVICE		PIPE TURNING DOWN
	3-WAY CONTROL VALVE		PIPE TURNING UP
	2-WAY CONTROL VALVE		FIXTURE NUMBER
	DEMOLITION POINT		FLEXIBLE CONNECTION
	CONNECTION TO EXISTING		

PIPING LEGEND

	DIRECTION OF WATER / SANITARY FLOW
	TEE FITTING
	PIPE TURNING DOWN
	PIPE TURNING UP
	PIPE SHUT-OFF VALVE

PLUMBING ABBREVIATIONS

TAG	DESCRIPTION	TAG	DESCRIPTION
CW	DOMESTIC COLD WATER	CD	CONDENSATE DRAIN
HW	DOMESTIC HOT WATER	IW	IRRIGATION WATER
HWR	HOT WATER RETURN	FPW	FIRE PROTECTION LINE - WET
NG	NATURAL GAS	TW	TEPID WATER
SS	SANITARY SEWER	BV	BALL VALVE
CO	CLEAN-OUT	CBV	CALIBRATED BALANCING VALVE
FCO	FLOOR CLEAN-OUT	GV	GATE VALVE
FGCO	FINISH GRADE CLEAN-OUT	RPBP	REDUCED PRESSURE BACKFLOW PREVENTER
WCO	WALL CLEAN-OUT	WHA	WATER HAMMER ARRESTOR
SV	SANITARY VENT	TP	TRAP PRIMER
VTR	VENT THROUGH ROOF	ORD	OVERFLOW ROOF DRAIN
RWL	RAINWATER LEADER	140 HW	140°F HOT WATER
GW	GREASE WASTE	140 HWR	140°F HOT WATER RETURN
AW	ACID WASTE	AV	ACID VENT
TMV	THERMOSTATIC MIXING VALVE	AVTR	ACID VENT THRU ROOF
		OSD	OPEN SIGHT DRAIN

Plumbing - Sheet List

Sheet Number	Sheet Name	Drawn By	Checked By
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P0.1	PLUMBING LEGENDS	ADP	TMF
P1.0	FLOOR DEMOLITION PLANS - PLUMBING	ADP	TMF
P1.1	FIRST FLOOR RENOVATION PLAN - PLUMBING	ADP	TMF
P2.1	FIRST FLOOR RENOVATION PLAN - SANITARY	ADP	TMF
P3.1	DETAILS - PLUMBING	ADP	TMF
P3.2	DETAILS - PLUMBING	ADP	TMF
P3.3	DETAILS - PLUMBING	ADP	TMF
P4.1	PLUMBING SCHEDULES	ADP	TMF

SHEET TITLE

PLUMBING LEGENDS

PROJECT

JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER

P0.1



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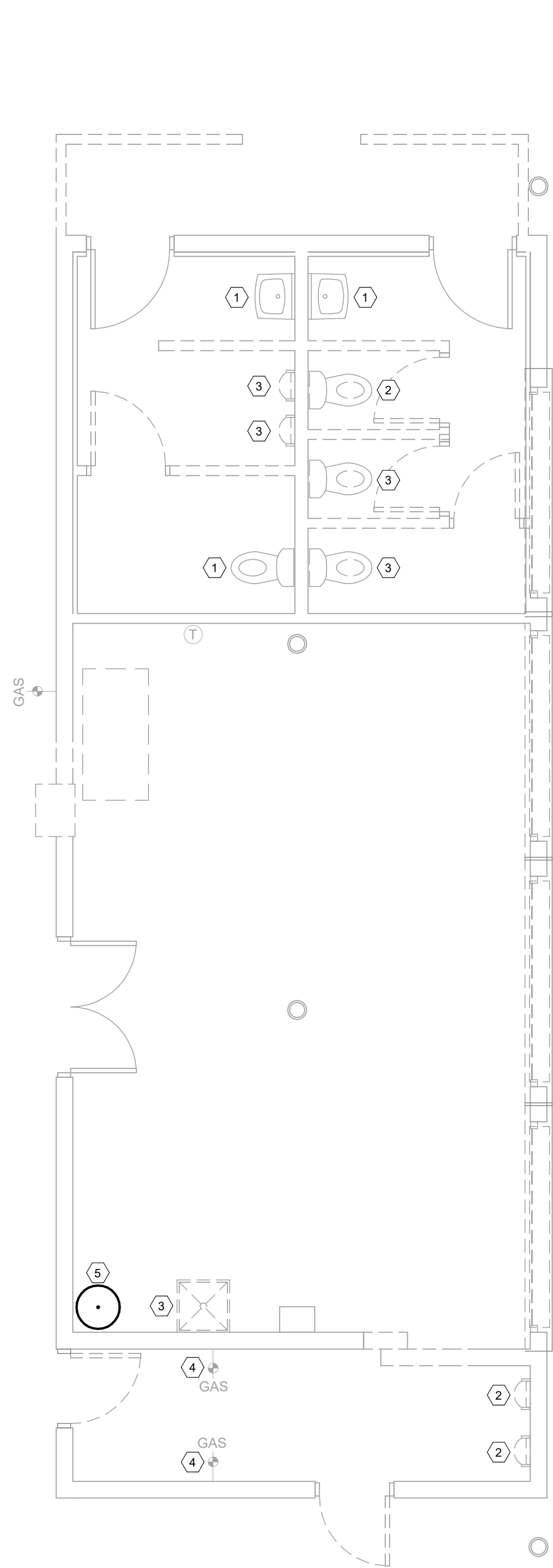
SHEET TITLE
FLOOR DEMOLITION PLANS -
PLUMBING

PROJECT
JAYCEE PARK IMPROVEMENTS
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

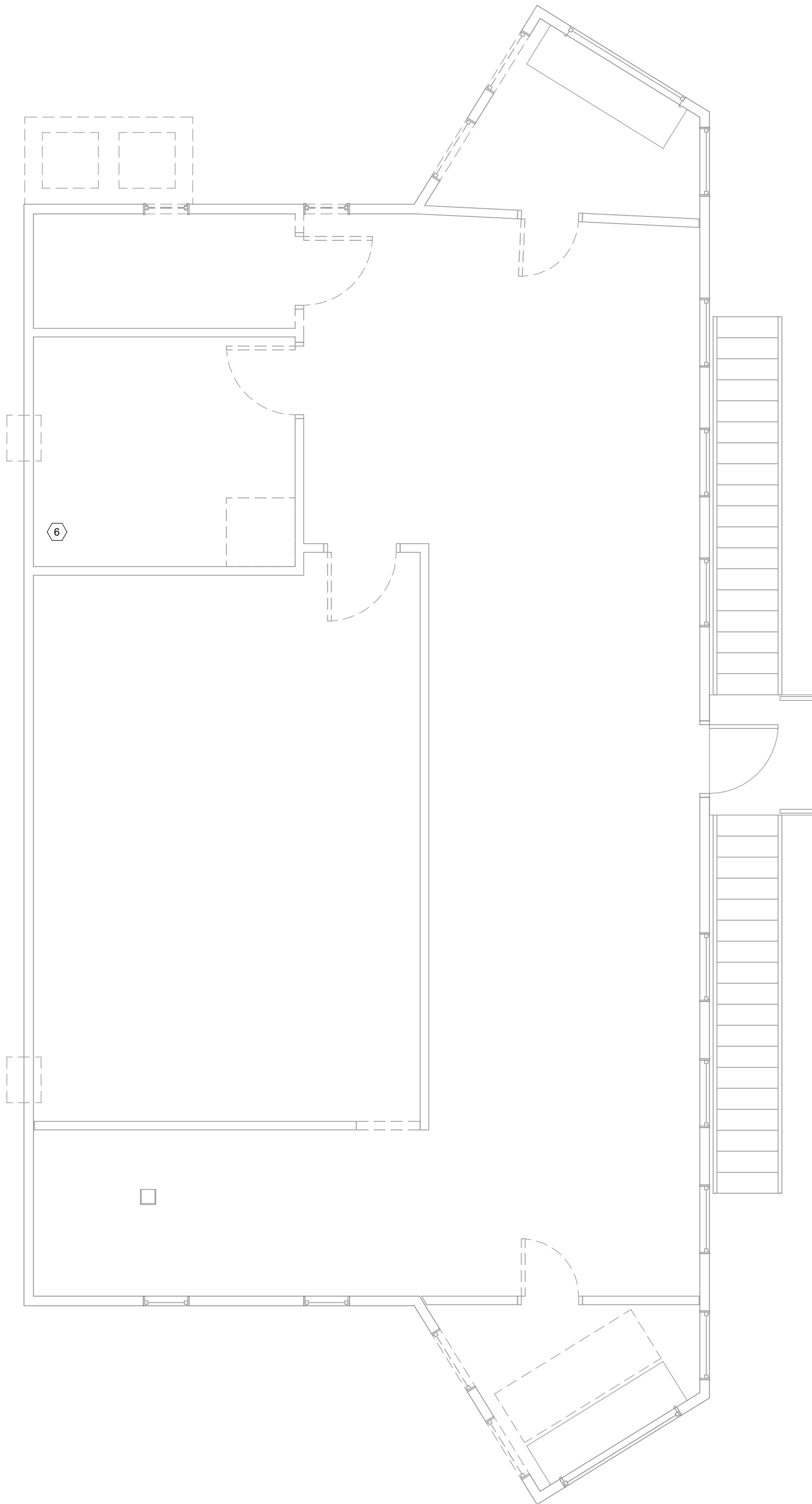
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SHEET NUMBER

P1.0



1 | DEMOLITION FIRST FLOOR PLAN - PLUMBING
1/4" = 1'-0"



2 | DEMOLITION SECOND FLOOR PLAN - PLUMBING
1/4" = 1'-0"

DEMOLITION KEYED NOTES:

- EXISTING PLUMBING FIXTURE SHALL REMAIN.
- DEMO PLUMBING FIXTURE IN ITS ENTIRETY. CAP AND ABANDON ALL SANITARY, WATER, AND VENT PIPING BELOW SLAB AND IN WALL. REPAIR AND PATCH DISTURBED FLOOR AND WALLS TO MATCH EXISTING.
- EXISTING PLUMBING FIXTURE TO BE REMOVED AND STORED FOR RE-USE. CAP AND ABANDON ALL SANITARY, WATER, AND VENT PIPING BELOW SLAB AND IN WALL. REPAIR AND PATCH DISTURBED FLOOR AND WALLS TO MATCH EXISTING.
- DEMO EXISTING GAS PIPING IN ITS ENTIRETY. CAP AND ABANDON ALL GAS PIPING BELOW SLAB AND IN WALL. REPAIR AND PATCH DISTURBED FLOOR AND WALLS TO MATCH EXISTING PLUMBING.
- EXISTING HOT WATER HEATER SHALL BE REMOVED AND STORED FOR RE-USE.
- DEMO EXISTING COMBINATION WASHING MACHINE IN ITS ENTIRETY.



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SHEET TITLE
FIRST FLOOR RENOVATION PLAN -
PLUMBING

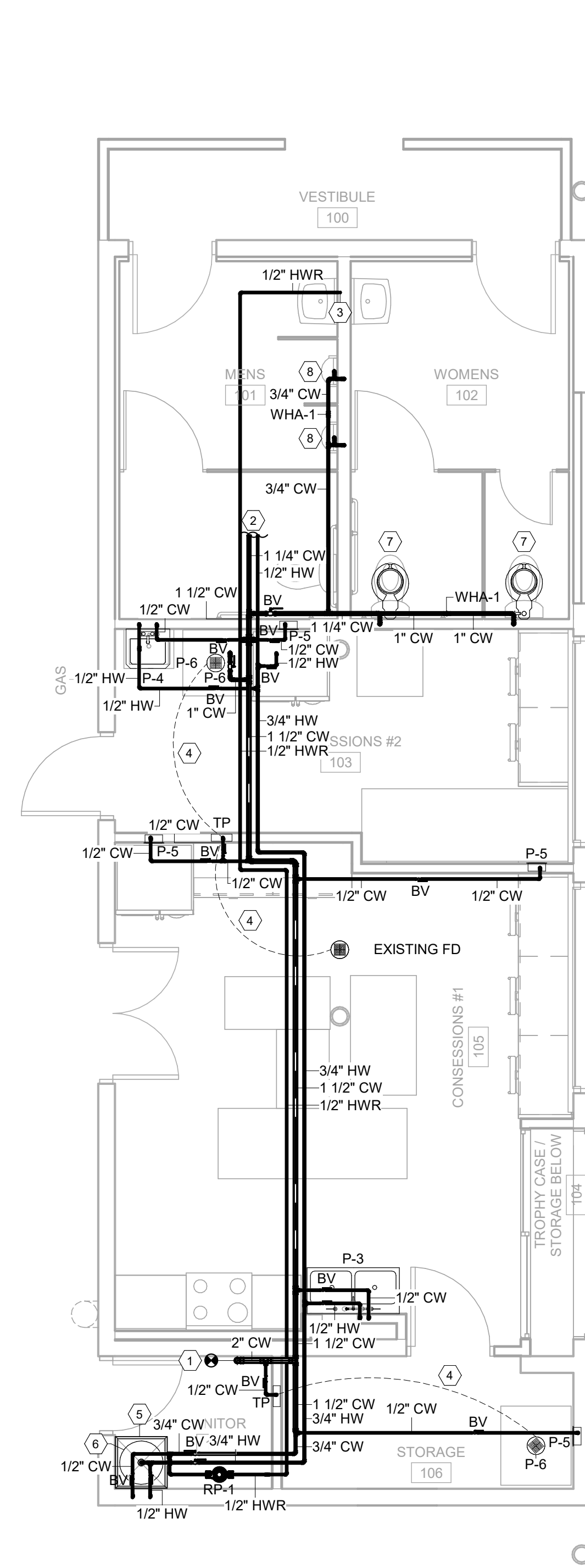
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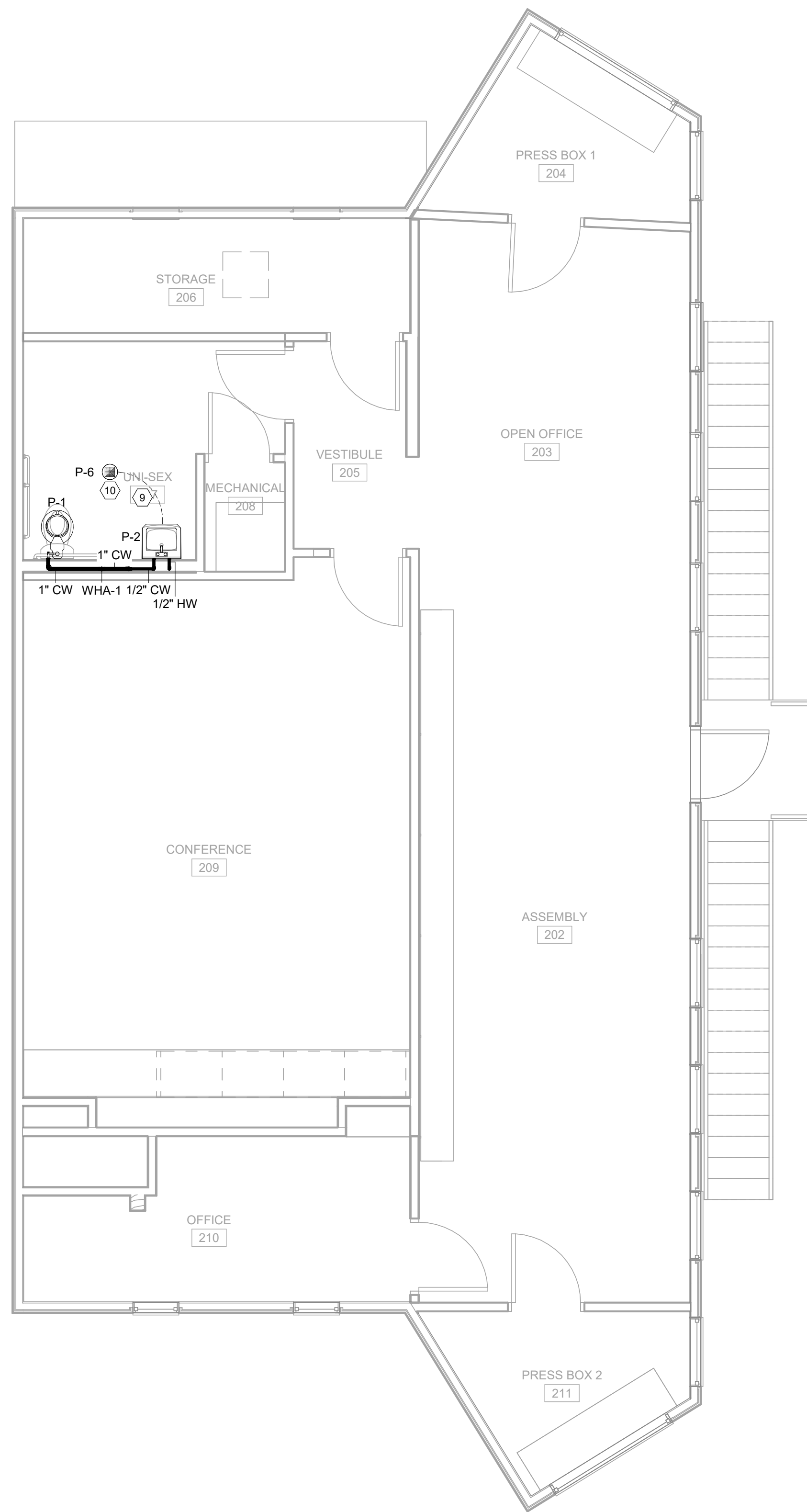
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1 FIRST FLOOR RENOVATION PLAN - PLUMBING
1/4" = 1'-0"



2 SECOND FLOOR RENOVATION PLAN - PLUMBING
1/4" = 1'-0"

KEYED NOTES: ○

- CONNECT TO EXISTING 2" WATER MAIN.
- CONNECT TO EXISTING DOMESTIC WATER PIPING FOR THE MENS 101 & WOMENS 102 REMAINING FIXTURES.
- CONNECT 1/2" HWR PIPING TO LAVATORY HOT WATER PIPING.
- PROVIDE TRAP PRIMER VALVE FOR FLOOR DRAIN. ROUTE 1/2" CW LINE BELOW SLAB TO TRAP.
- CONNECT 1/2" CW & HW TO EXISTING UTILITY SINK.
- CONNECT 3/4" CW & HW TO EXISTING HOT WATER HEATER.
- CONNECT 1" CW TO EXISTING WATER CLOSET.
- CONNECT 3/4" CW TO EXISTING URINAL.
- PROVIDE LAVATORY TRAP PRIMER FOR FLOOR DRAIN. ROUTE 1/2" CW LINE BELOW FLOOR TO TRAP.
- VERIFY WATER PROOFING WITH ARCHITECTURAL PLANS.



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ICT Project No. 220494

DRAWN	ADP
CHECKED	TMF
FINAL DATE	10-10-2022
REVISION SCHEDULE	
REV #	REV DATE

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SHEET TITLE
FIRST FLOOR RENOVATION PLAN -
SANITARY

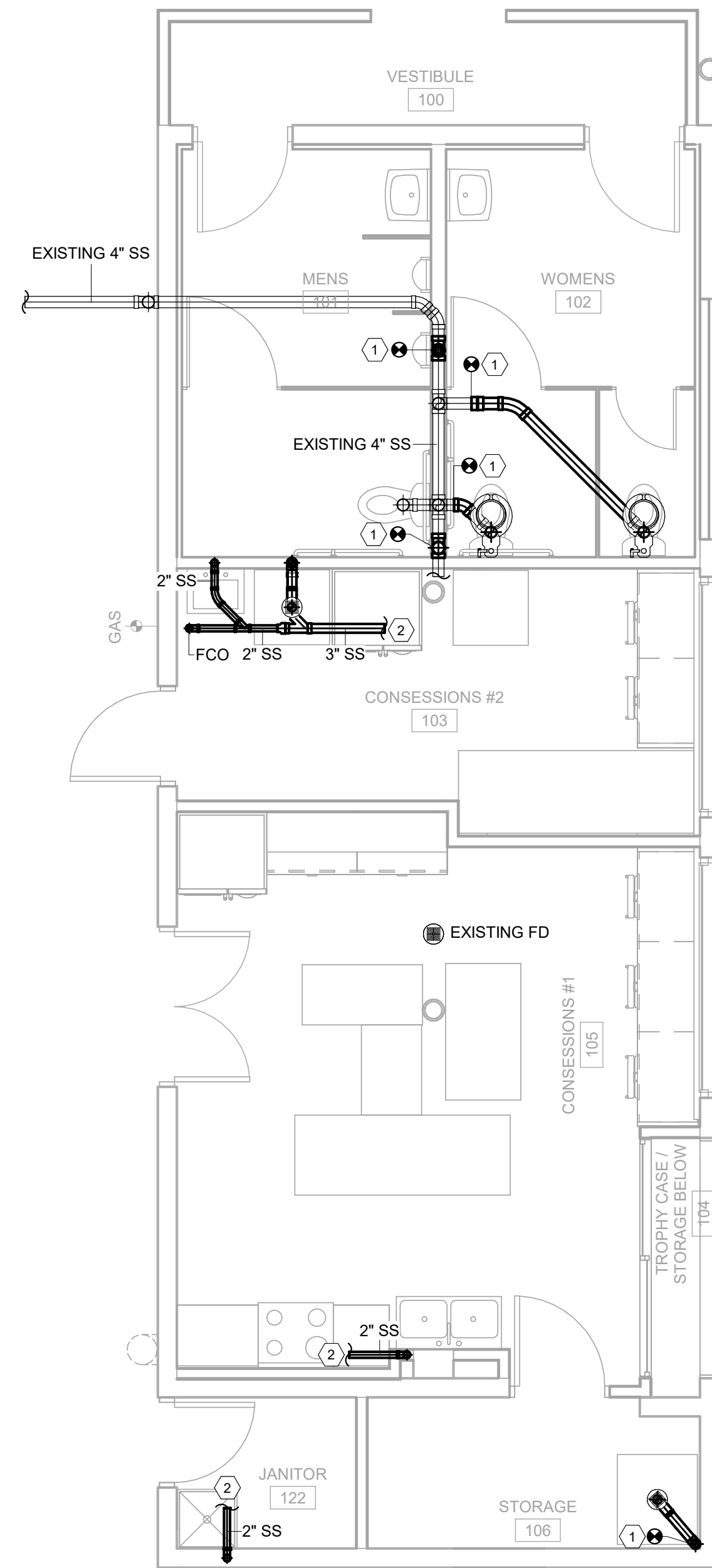
PROJECT
JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

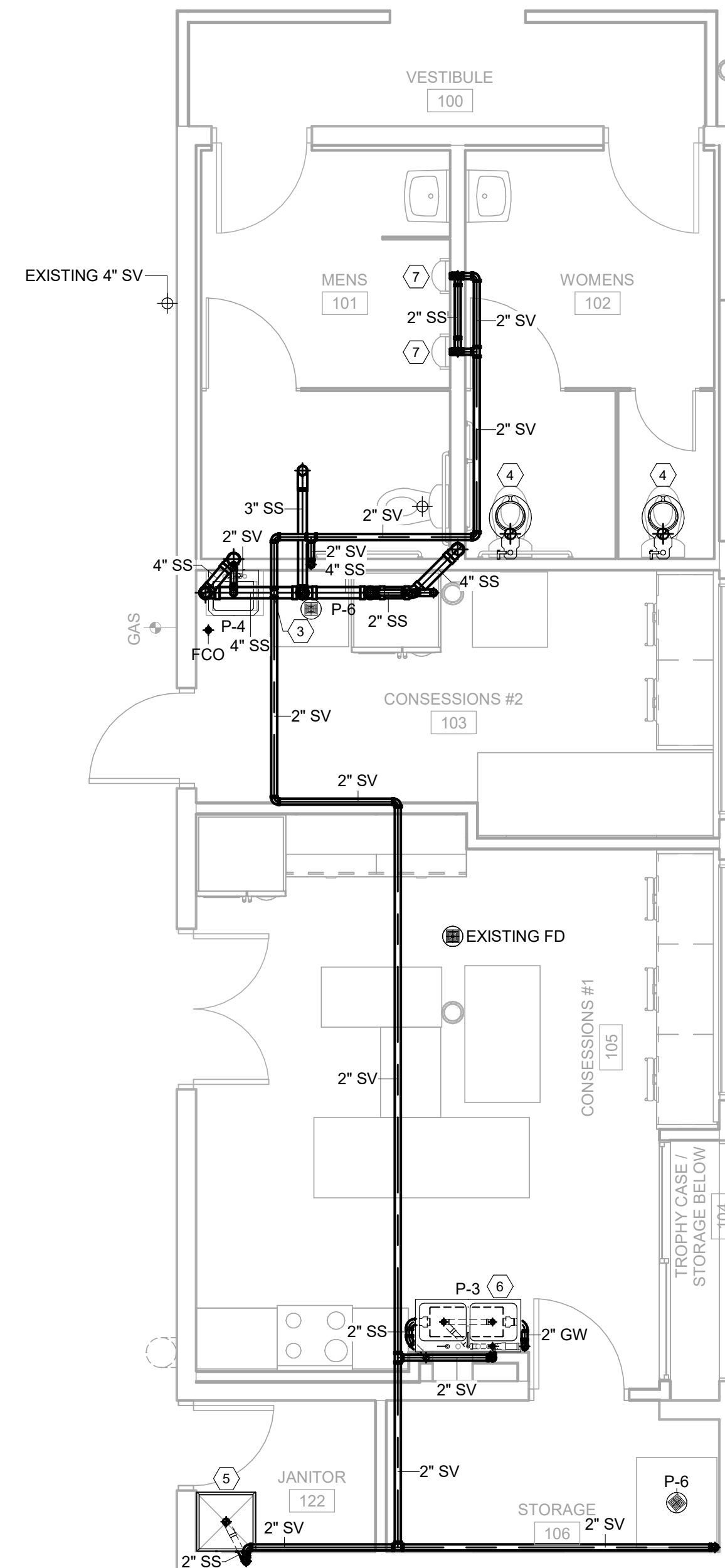
CN 22-3922

SHEET NUMBER

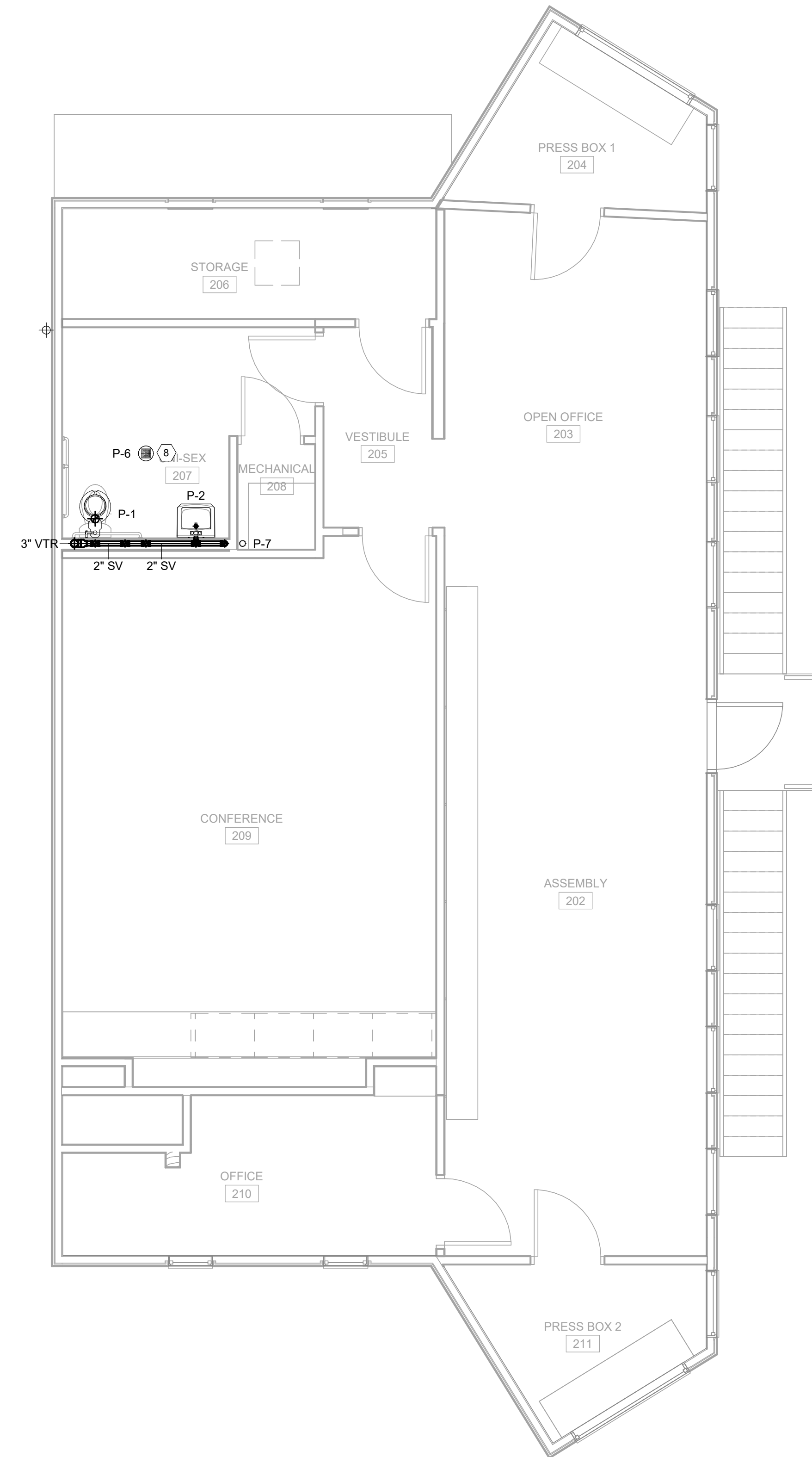
P2.1



1 UNDERGROUND PLAN - SANITARY
1/4" = 1'-0"



2 FIRST FLOOR RENOVATION PLAN - SANITARY
1/4" = 1'-0"





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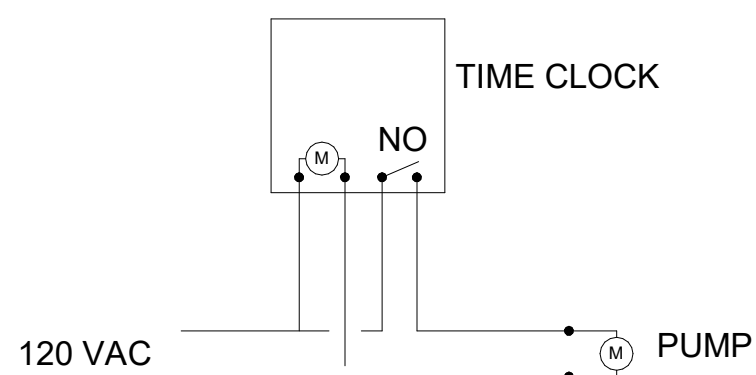
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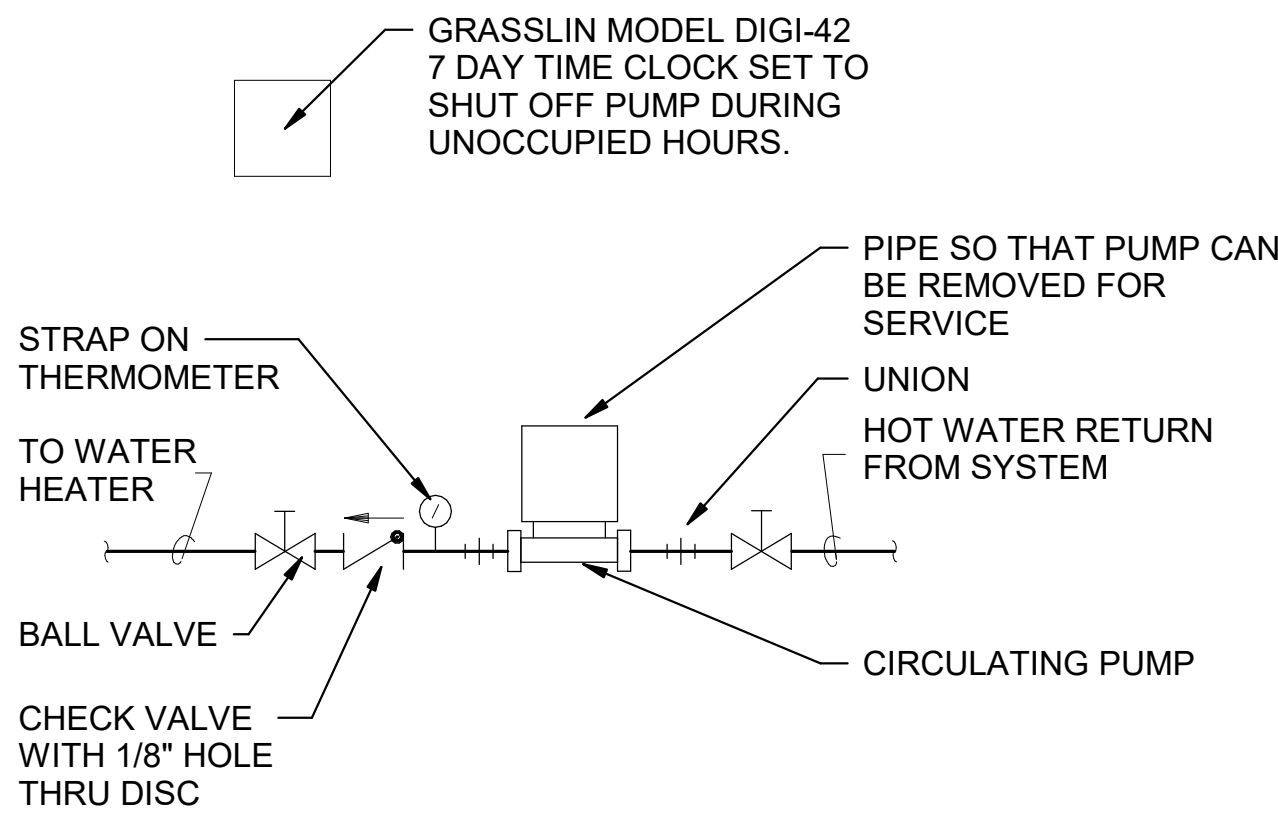
CN 22-3922

SHEET NUMBER

P3.1



NOTE:
COORDINATE WIRING WITH
ELECTRICAL CONTRACTOR



IN-THE-LINE CIRCULATING PUMP DETAIL

No Scale

1

EXTERIOR CLEANOUT DETAIL

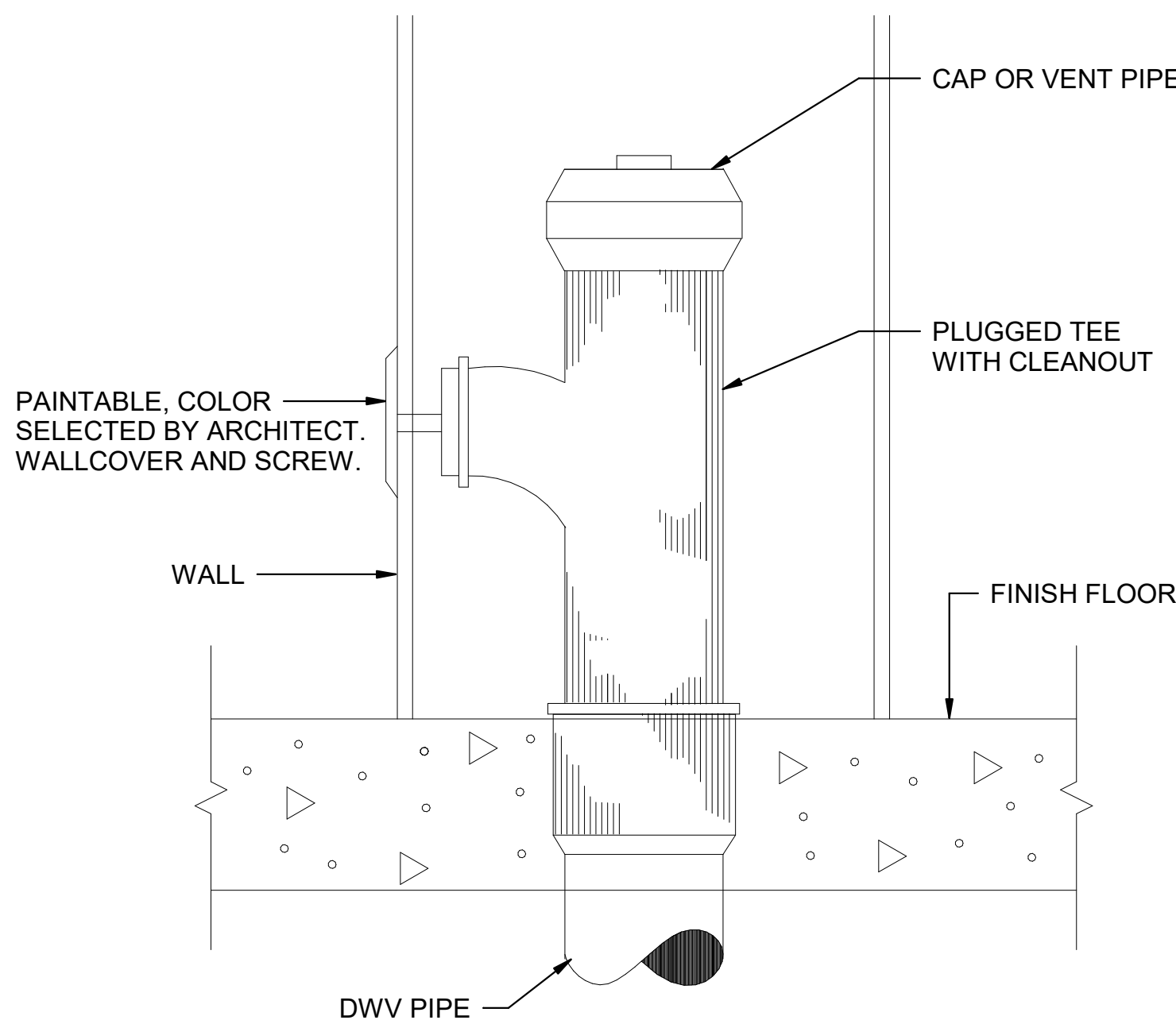
No Scale

2

FINISHED FLOOR CLEANOUT DETAIL

No Scale

3



WALL CLEANOUT DETAIL

No Scale

4

WATER HAMMER ARRESTOR DETAIL

No Scale

2

FINISHED FLOOR CLEANOUT DETAIL

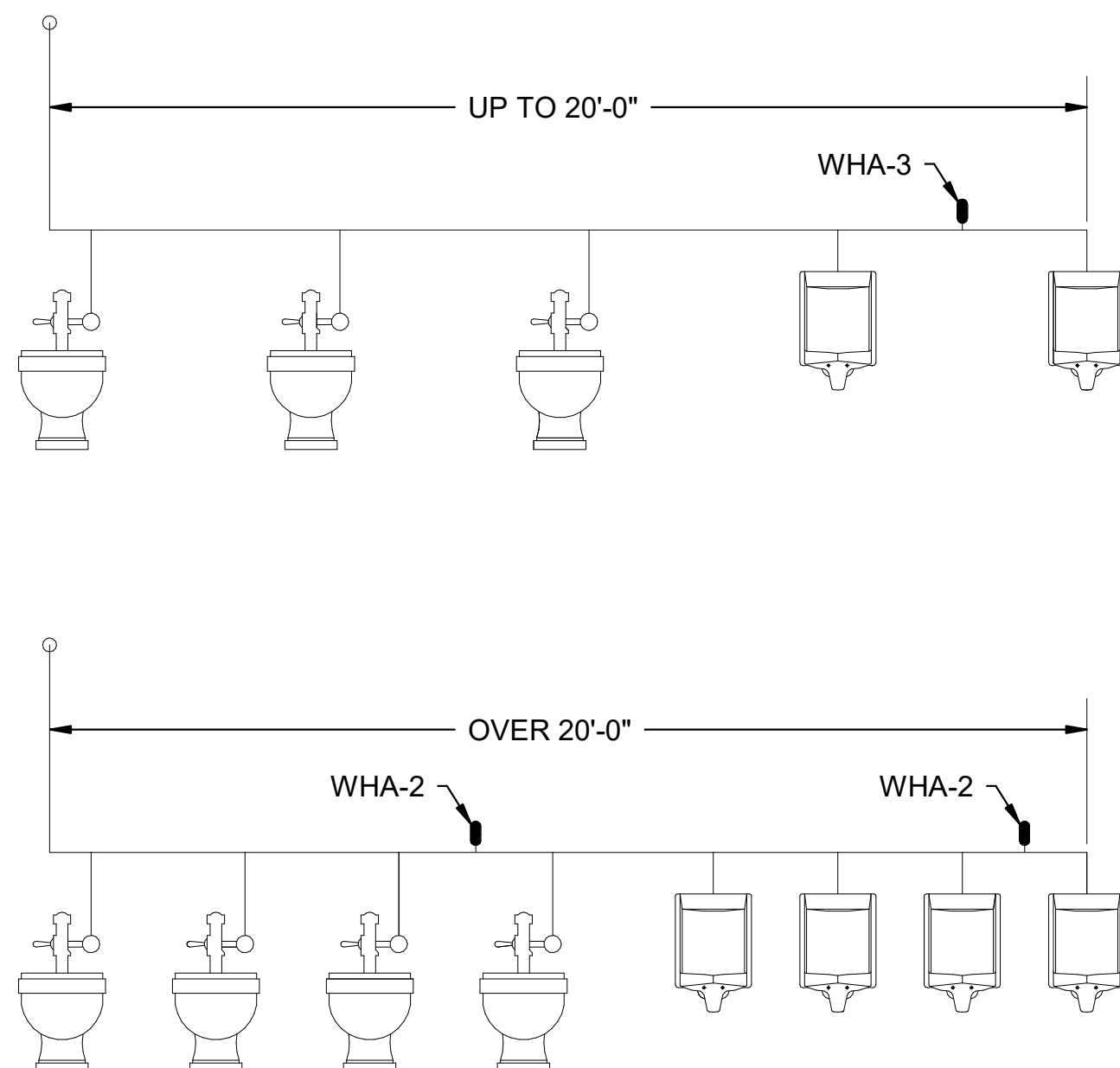
No Scale

3

MARK	SHOKTROL SIZE	FIXTURE UNIT CAPACITY	INLET SIZE
WHA-1	#100	1-11	3/4"
WHA-2	#200	12-32	3/4"
WHA-3	#300	33-60	1"
WHA-4	#400	61-113	1"
WHA-5	#500	114-154	1"
WHA-6	#600	155-330	1"

NOTES:

1. WATER HAMMER ARRESTORS SHALL BE ZURN SERIES 1700 SHOKTROL OR EQUAL. REFER TO RISER DIAGRAMS AND FLOOR PLANS FOR LOCATIONS. PROVIDE ACCESS TO ALL WATER HAMMER ARRESTORS THRU ACCESS PANELS, LAY-IN CEILINGS, OR WALL IN CHASE.
2. FOR SINGLE FIXTURE BRANCH LINES, LOCATE THE WATER HAMMER ARRESTOR UPSTREAM OF THE SINGLE FIXTURE.
3. FOR MULTIPLE FIXTURE BRANCH LINES LESS THAN 20' IN LENGTH, LOCATE THE WATER HAMMER ARRESTOR BETWEEN THE LAST TWO FIXTURES.
4. FOR MULTIPLE FIXTURE BRANCH LINES MORE THAN 20' IN LENGTH, USE TWO WATER HAMMER ARRESTORS WITH ADDED CAPACITIES EQUAL TO THE TOTAL REQUIREMENT FOR THE BRANCH. LOCATE ONE UNIT BETWEEN THE LAST TWO FIXTURES AND THE OTHER UNIT APPROXIMATELY MIDWAY BETWEEN THE FIXTURES.



5

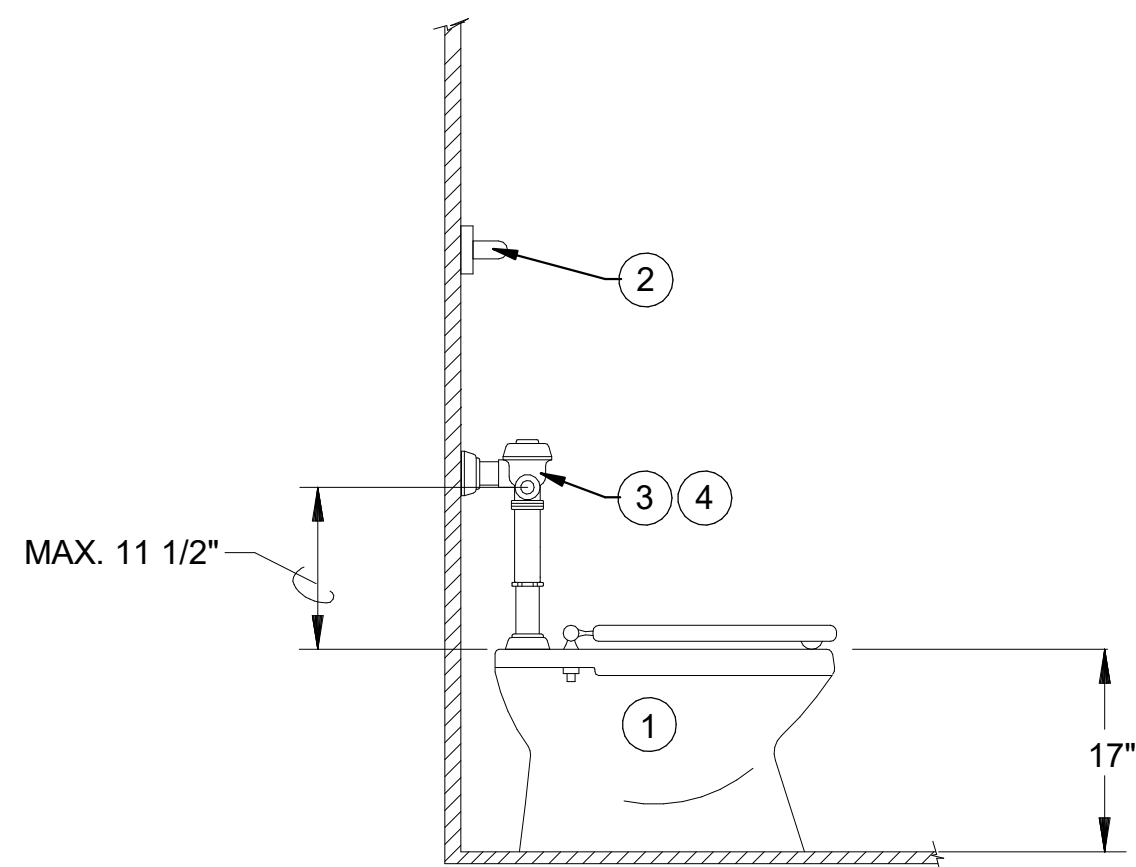


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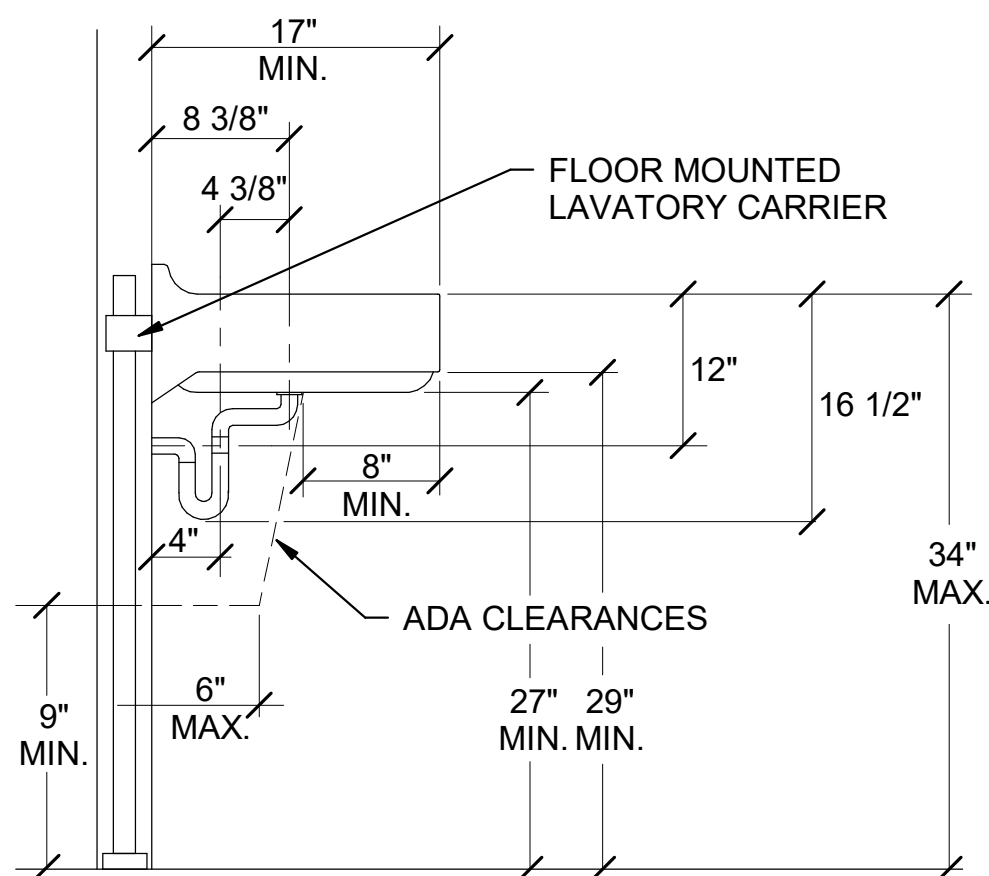


- 1 FLOOR MOUNTED WATER CLOSET. TOP OF SEAT SHALL BE 17"-19" IN CONFORMANCE WITH A.D.A. GUIDELINES.
- 2 ADA GRAB BAR. MOUNT BETWEEN 33" AND 36" AFF. TO CONFORM WITH A.D.A. GUIDELINES.
- 3 FLUSH VALVE HANDLE : MOUNT @ A MAXIMUM OF 44" A.F.F.
- 4 HANDLE OF FLUSH VALVE SHALL BE MOUNTED ON WIDE SIDE OF ROOM.

FLOOR MOUNTED ACCESSIBLE, WATER CLOSET DETAIL

No Scale

1

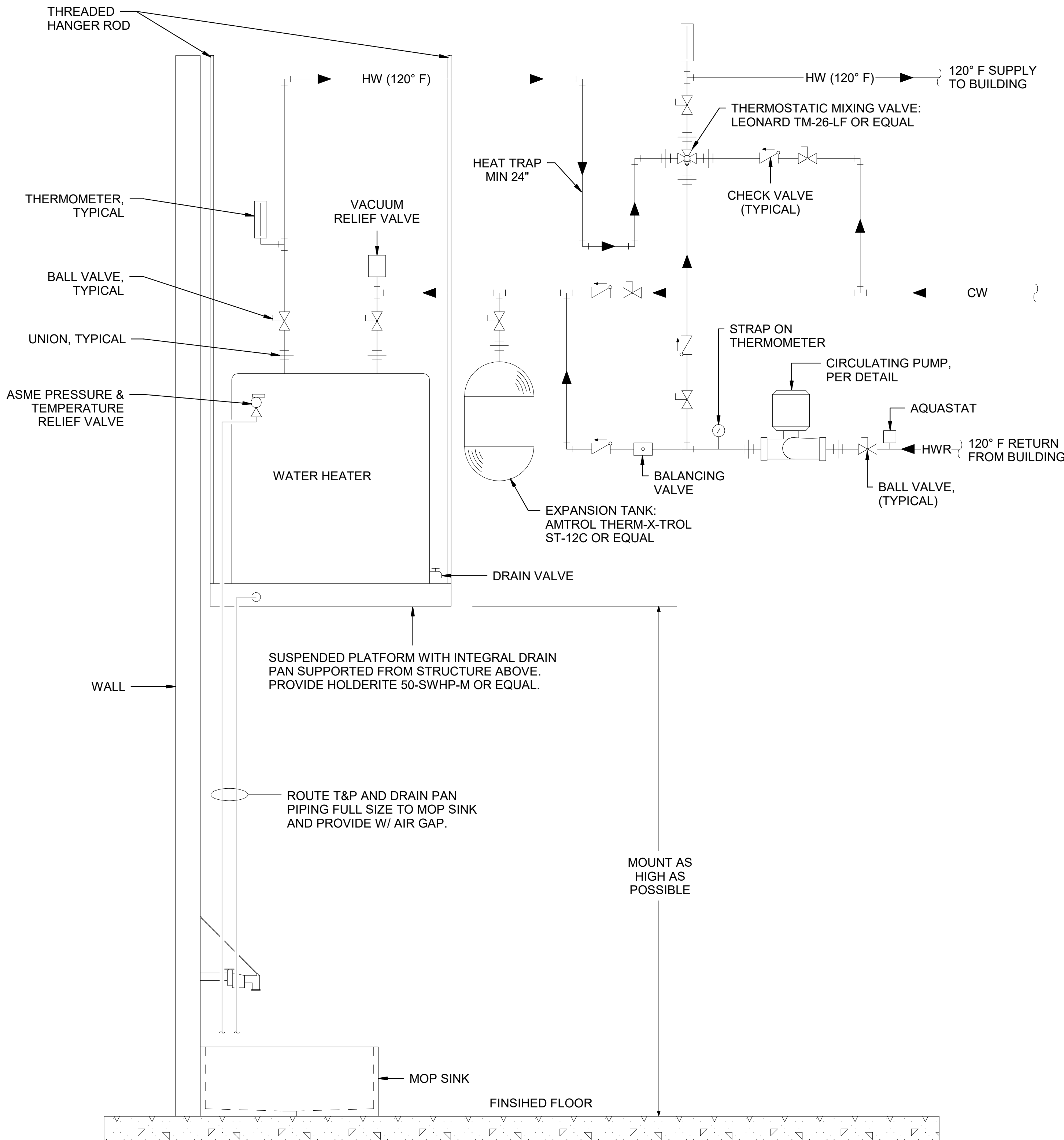


NOTE:
CONTRACTOR TO FIELD MODIFY P-TRAP AND OFFSET DRAIN TO EXACT SIZES AS SHOWN.

ACCESSIBLE LAVATORY INSTALLATION DETAIL W/ CARRIER

No Scale

2



ELECTRIC WATER HEATER ABOVE MOP SINK DETAIL

No Scale

3

SHEET TITLE
DETAILS - PLUMBING

PROJECT
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P3.2



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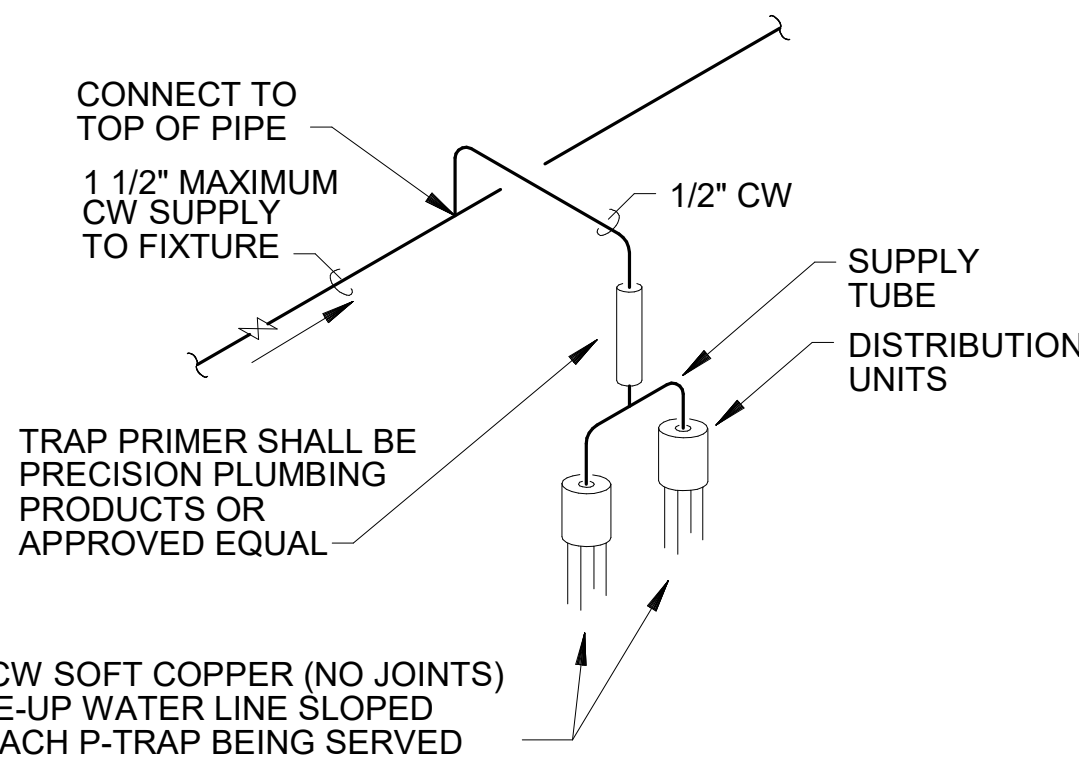
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PRIMER MODEL	NO. OF DRAINS	SUPPLY TUBE	DISTRIBUTION UNIT
P2-500	1	N/A	N/A
P2-500	2	N/A	DU-2
P1-500	3	N/A	DU-3
P1-500	4	N/A	DU-4
P1-500	5	YS-8	DU-2 & DU-3
P1-500	6	YS-8	DU-3 & DU-3
P1-500	7	YS-8	DU-3 & DU-4
P1-500	8	YS-8	DU-4 & DU-4



NOTE:
THE PRIMER ASSEMBLY SHALL BE INSTALLED LEVEL AND IN AN ACCESSIBLE LOCATION
THE PRIMER ASSEMBLY SHALL BE INSTALLED A MINIMUM OF ONE FOOT ABOVE FINISHED
FLOOR FOR EVERY 20 FEET OF FLOOR DRAIN TRAP MAKE-UP WATER LINE.

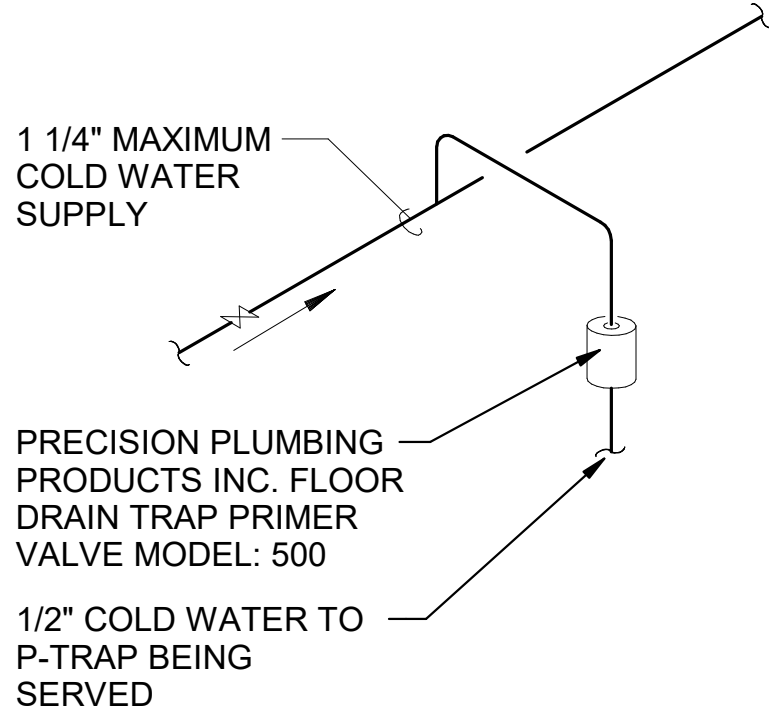
TRAP PRIMER DETAIL

No Scale

1

SINGLE TRAP PRIMER DETAIL

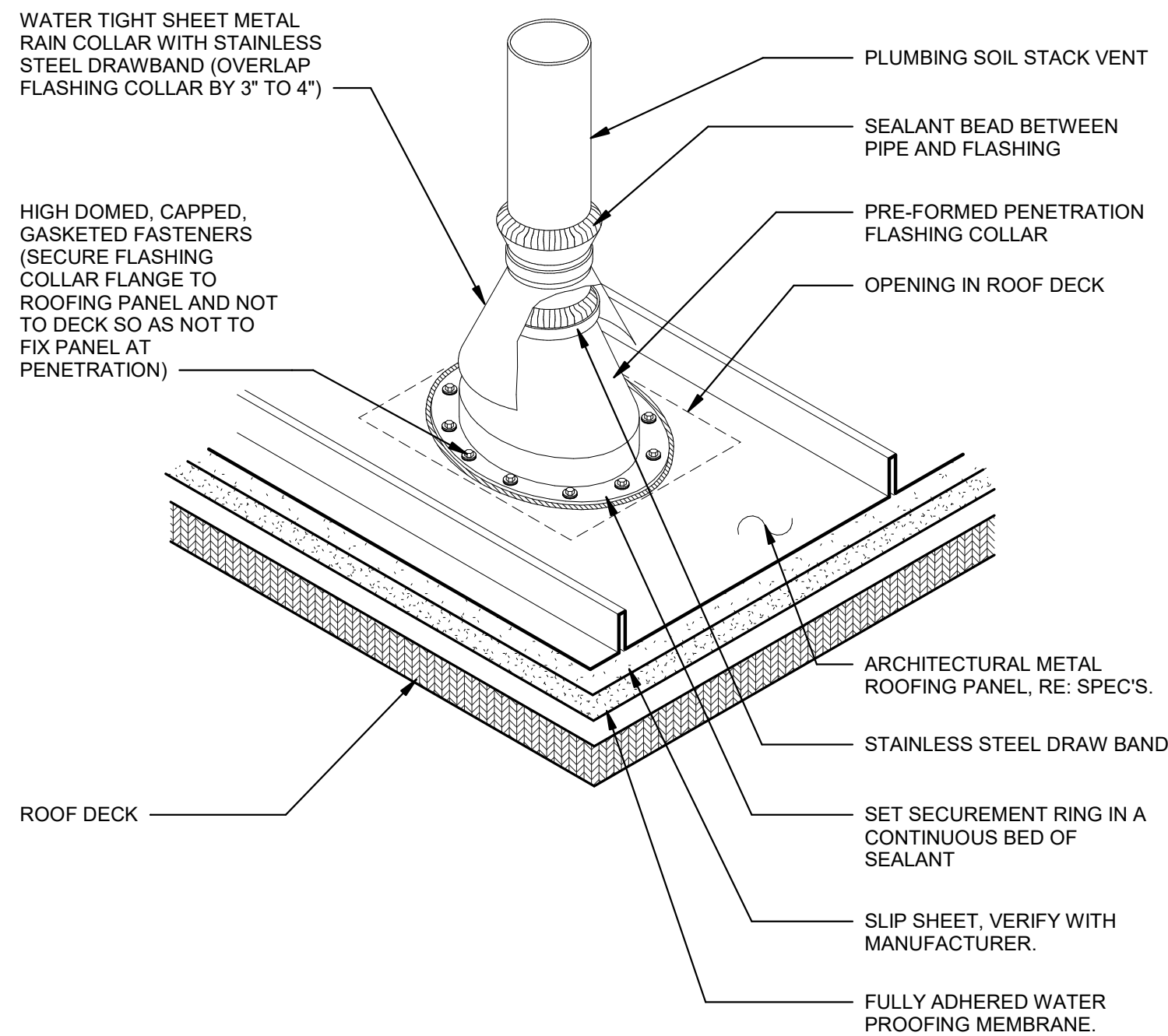
No Scale



2

VENT THRU ROOF DETAIL

No Scale



3

SHEET TITLE

DETAILS - PLUMBING

PROJECT
JAYCEE PARK IMPROVEMENTS

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SHEET NUMBER

P3.3

HOT WATER RECIRCULATION PUMP SCHEDULE

TAG	RP-1	
GPM	2	
FT. HD	13	
POWER	92 WATTS	
SERVICE	WH-1	
MANUFACTURER	BELL AND GOSSETT	
MODEL NO.	NBF-22	
ELECTRICAL	115/60/1	
RPM	2940	
TEMP °F	120	

REMARKS:
1. PROVIDE AQUA STAT, TIMER, AND AUTOMATIC RESTART.
2. MOUNT PUMP INLINE WITH PIPING.

EXPANSION TANK SCHEDULE

MARK	ET-1	
MANUFACTURER	AMTROL	
MODEL NO.	ST-5C	
SERVICE	WH-1	
LOCATION	JANITOR	
TANK VOLUME GALLONS	2	
MAX ACCEPTANCE VOLUME GALLONS	0.9	
MAX WORKING PRESSURE PSIG	150	
TANK DIAMETER x HEIGHT, INCHES	8 x 14	

REMARKS
1. VERTICAL TANK

THERMOSTATIC MIXING VALVE

TAG	TMV-1	
MANUFACTURER	LEONARD	
MODEL NO.	TM-26-LF-BDT	
SERVICE	WH-1	
RATED GPM AT MAX PRESSURE DROP	10	
MAX PRESSURE DROP PSI	10	
OUTLET TEMP °F	120	

REMARKS:
1. PROVIDE WITH BALL VALVE AND DIAL THERMOMETER

PLUMBING FIXTURE CONNECTION SCHEDULE

FIXTURE TAG	DESCRIPTION	CONNECTION SIZE		
		WASTE	COLD WATER	HOT WATER
P-1	W.C., FLOOR MTD., FLUSH VALVE, BARRIER-FREE	4"	1"	----
P-2	LAV., WALL MTD., BARRIER-FREE, W/ TRAP PRIMER	1-1/2"	1/2"	1/2"
P-3	SINK, DOUBLE-COMPARTMENT, COUNTER MTD., W/ DISPOSAL GRINDER	1-1/2"	1/2"	1/2"
P-4	LAV., WALL MTD.	1-1/2"	1/2"	1/2"
P-5	CONNECTION, WATER SUPPLY BOX	----	1/2"	----
P-6	FLOOR DRAIN, REGULAR W/TRAP PRIMER	3"	----	----
P-7	OPEN HUB DRAIN, W/TRAP PRIMER	2"	----	----

NOTES:
1. ALL WALL MOUNTED FIXTURES SHALL BE PROVIDED WITH FLOOR MOUNTED, CONCEALED ARM WALL CARRIERS.
2. ALL EXPOSED P-TRAPS SHALL BE PROVIDED W/LAV SHIELDS.
3. PROVIDE BACKFLOW PREVENTER AT CONNECTION TO OWNER FURNISHED EQUIPMENT.
4. PROVIDE ISOLATION VALVES ON HOT AND COLD WATER SUPPLY PIPING TO EACH PLUMBING FIXTURE.
5. REFER TO ARCHITECTURAL DRAWINGS FOR ELEVATIONS OF FIXTURES.
6. PROVIDE AND INSTALL TRAP PRIMERS FOR ALL FLOOR DRAINS.



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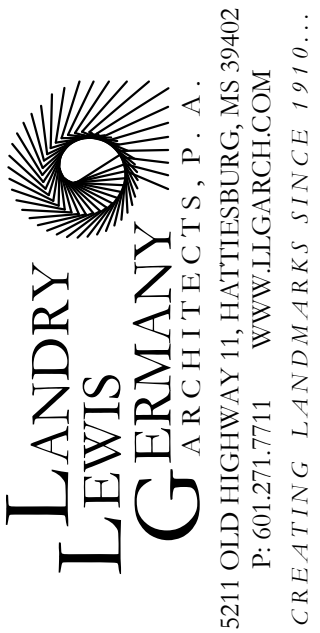
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SHEET TITLE

PLUMBING SCHEDULES

PROJECT

JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER

P4.1

MECHANICAL GENERAL NOTES:

1.

ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE INTERNATIONAL MECHANICAL CODE AND ALL LOCAL CODES. DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS. DRAWINGS SHALL NOT BE SCALED.
2.

CONTRACTOR SHALL ROUTE NEW DUCTWORK AND PIPING TO AVOID CONFLICTS AND INTERFERENCES WITH LIGHTING FIXTURES, PIPING, LARGER CONDUIT, AND OTHER CRAFT WORK. FINAL COORDINATION WITH OTHER TRADES IS THE RESPONSIBILITY OF THE CONTRACTOR.
4.

DUCTWORK SHALL BE ROUTED WITH SIZES AS SHOWN ON THE PLANS UNLESS AN EQUIVALENT SIZE IS APPROVED BY THE ENGINEER. DO NOT ROUTE ANY PIPING OR DUCTWORK DIRECTLY OVER ELECTRICAL PANELS AND EQUIPMENT, ELEVATOR EQUIPMENT AND CONTROLS, OR TELECOMMUNICATIONS EQUIPMENT. SEE ELECTRICAL AND TELECOMMUNICATION DRAWINGS FOR EXACT EQUIPMENT LOCATIONS. LOCATIONS OF AIR DISTRIBUTION DEVICES (DIFFUSERS, GRILLES, REGISTERS) ARE APPROXIMATE ONLY. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF ALL AIR DISTRIBUTION DEVICES (WALL AND CEILING).
7.

ALL DUCTWORK SHOWN SHALL BE ROUTED ABOVE CEILING UNLESS NOTED OTHERWISE.
8.

ALL EXPOSED DUCTWORK, PIPING, AND EQUIPMENT IN FINISHED SPACES TO BE INSTALLED AS HIGH AS POSSIBLE ABOVE FINISHED FLOOR AND SHALL BE PREPARED WITH PAINT GRIP SUITABLE FOR PAINTING.
9.

ALL AIR DISTRIBUTION SYSTEM(S) SHALL BE TESTED AND BALANCED IN ACCORDANCE WITH A.A.B.C. OR N.E.B.B. REQUIREMENTS. A CERTIFIED AIR BALANCE REPORT SHALL BE PREPARED PRIOR TO PROJECT CLOSEOUT.
10.

ALL DUCTWORK SHALL BE EXTERNALLY INSULATED UNLESS NOTED OTHERWISE. SEE SPECIFICATIONS FOR REQUIREMENTS.
11.

DUCT RUNOUT SIZES TO DIFFUSERS, GRILLES, AND REGISTERS TO BE AS SCHEDULED UNLESS NOTED OTHERWISE ON THE PLANS. CONTRACTOR TO PROVIDE A TRANSITION AT NECK OF EACH AIR DISTRIBUTION DEVICE AS REQUIRED.
12.

DUCT RUNOUT SIZES TO VAV TERMINAL BOXES TO BE AS SCHEDULED UNLESS NOTED OTHERWISE ON THE PLANS. CONTRACTOR TO PROVIDE A TRANSITION FROM PLAN INDICATED RUN-OUT SIZE. SEE DETAIL FOR BOX CONNECTION.
13.

PROVIDE FIRE DAMPERS AT ALL DUCT PENETRATIONS THROUGH FLOOR SLABS AND FIRE RATED WALLS.
14.

PROVIDE FIRE AND SMOKE DAMPERS AT ALL DUCT PENETRATIONS THROUGH SHAFT ENCLOSURES.
15.

REFER TO THE IBC AND NFPA FOR CAULKING REQUIREMENTS AROUND FIRE AND FIRE/SMOKE DAMPERS.
16.

FIRESTOP ALL PIPING PENETRATIONS THROUGH RATED WALLS AND FLOORS.
17.

PROVIDE 4" HIGH CONCRETE PAD FOR ALL FLOOR-MOUNTED EQUIPMENT.
18.

MANUAL VOLUME DAMPERS SHALL BE PROVIDED AT ALL RUNOUTS TO SUPPLY AIR DIFFUSERS, RETURN AIR REGISTERS, EXHAUST AIR REGISTERS, DIVISIONS IN DUCTWORK (SUPPLY, RETURN AND EXHAUST), AND ELSEWHERE NOTED ON PLANS AND IN SPECIFICATIONS FOR BALANCING SYSTEM. DAMPERS IN REGISTERS, GRILLES, AND DIFFUSERS ARE PROVIDED FOR FINAL ADJUSTMENTS DURING TEST AND BALANCING. DO NOT RELY ON DISTRIBUTION DEVICE DAMPERS FOR SYSTEM BALANCING.
19.

PROVIDE "YOUNG" REMOTE VOLUME REGULATOR FOR ALL DAMPERS LOCATED ABOVE INACCESSIBLE CEILINGS. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPES.
20.

CONTRACTOR SHALL FURNISH AND INSTALL ACCESS PANELS IN WALLS AND NON-ACCESSIBLE CEILINGS WHERE SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING OR ELECTRICAL EQUIPMENT IS REQUIRED.
21.

PROVIDE DUCT ACCESS DOORS FOR ALL FIRE AND FIRE/SMOKE DAMPERS, REHEAT COILS, DUCT MOUNTED SMOKE DETECTORS, AND ELSEWHERE WHERE SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING OR ELECTRICAL EQUIPMENT IS REQUIRED. CONTRACTOR SHALL FURNISH AND INSTALL ACCESS PANELS IN WALLS AND NON-ACCESSIBLE CEILINGS TO ENSURE DUCT ACCESS DOORS ARE ACCESSIBLE.
22.

PROVIDE CANVAS, FLAME RETARDANT FLEXIBLE DUCT CONNECTORS AT ALL CONNECTIONS OF FANS TO DUCTWORK.
23.

PROVIDE A MINIMUM SEPARATION OF 10'-0" BETWEEN FRESH AIR INTAKES AND ANY MECHANICAL EXHAUST, PLUMBING VENTS, OR OTHER VENT OUTLETS.
24.

ALL OUTSIDE AIR INTAKES ON ROOF SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 1'-0" FROM THE ROOF SURFACE. PROVIDE DUCTWORK OR CURB EXTENSIONS AS NECESSARY TO PROVIDE CLEARANCE.
25.

FOR AIR HANDLERS WITH DESIGN AIRFLOWS ABOVE 2,000 CFM, INSTALL SMOKE DETECTORS IN RETURN AIR DUCTWORK (PRIOR TO DILUTION OF OUTSIDE AIR) AND SUPPLY AIR DUCTWORK. DUCT MOUNTED SMOKE DETECTORS TO BE FURNISHED AND WIRED BY ELECTRICAL CONTRACTOR AND INSTALLED BY MECHANICAL CONTRACTOR.
26.

PROVIDE LOCKABLE COVERS FOR THERMOSTATS LOCATED IN PUBLIC SPACES.
27.

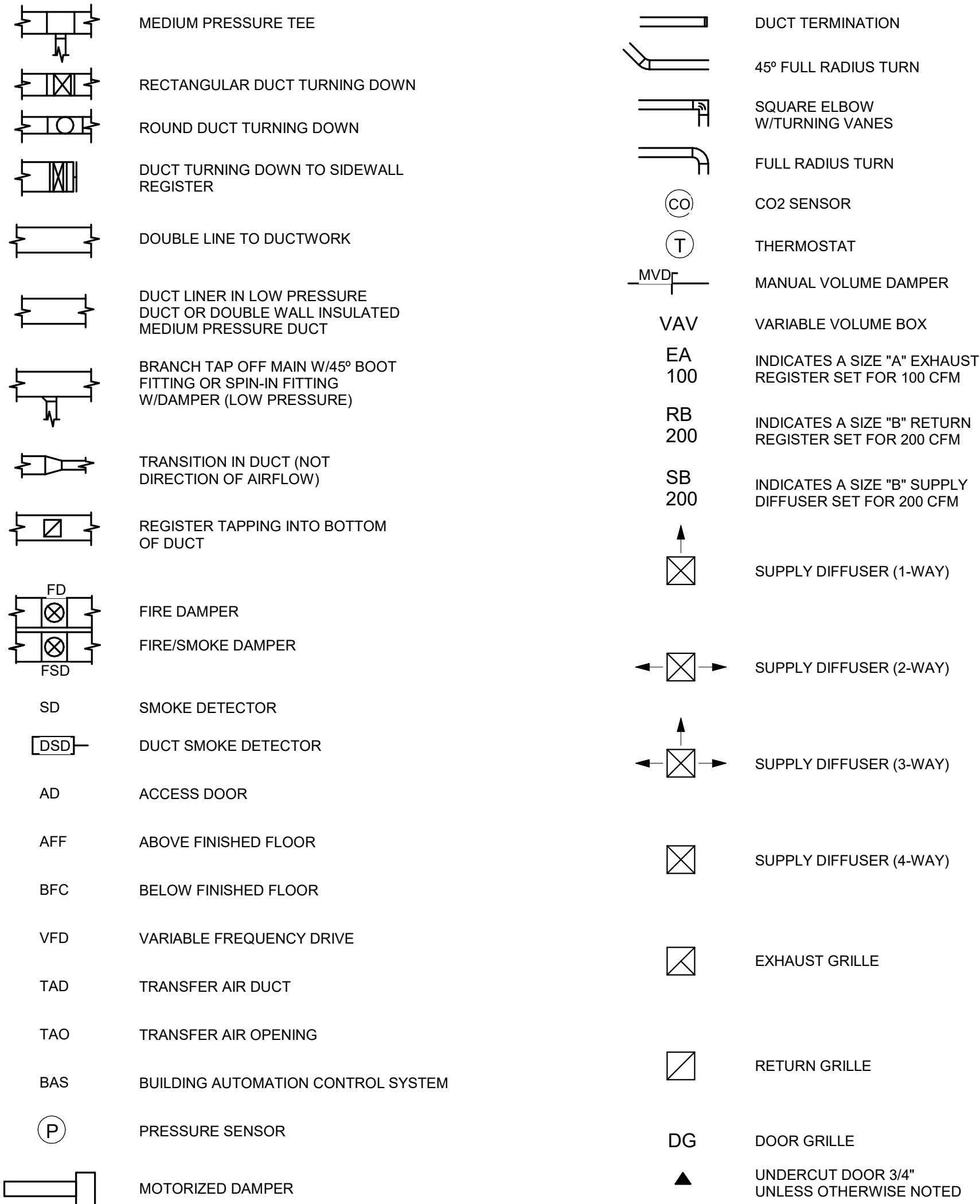
PROVIDE SEALED ROOF CURBS FOR ALL DUCTWORK AND PIPING PENETRATIONS THROUGH THE ROOF.
28.

DUCT CONNECTIONS TO LOUVERS SHALL BE SLOPED TOWARD THE EXTERIOR.
29.

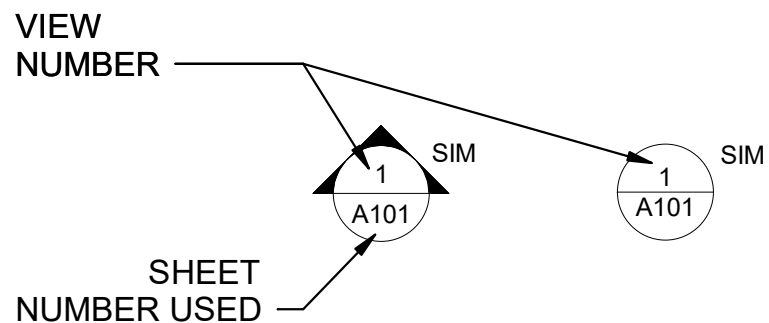
MECHANICAL EQUIPMENT AND PIPING INSTALLED ON ROOF SHALL BE SECURED TO MEET IBC WIND LOADING REQUIREMENTS.
30.

MECHANICAL EQUIPMENT SHALL NOT BE INSTALLED IN A LOCATION WHERE SUBJECT TO MECHANICAL DAMAGE UNLESS PROTECTED BY APPROVED BARRIERS.

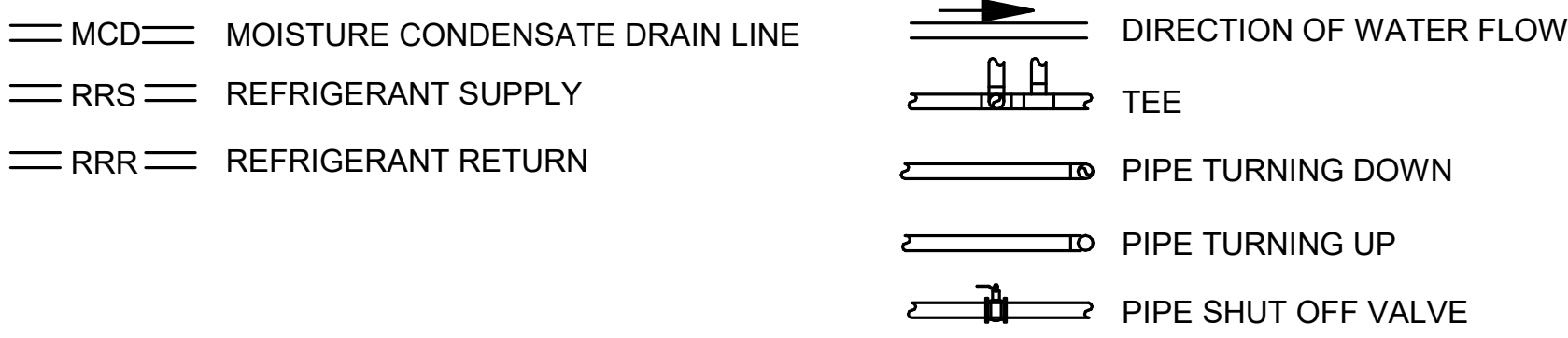
LEGEND



VIEW NAME LEGEND



PIPING LEGEND



Mechanical Sheet List			
Sheet Number	Sheet Name	Drawn By	Checked By
M0.1	MECHANICAL LEGENDS	JFC	TKP/DHW
M1.0	DEMOLITION FLOOR PLANS - HVAC	JFC	TKP/DHW
M1.1	FIRST FLOOR RENOVATION PLAN - HVAC	JFC	TKP/DHW
M1.2	SECOND FLOOR RENOVATION PLAN - HVAC	JFC	TKP/DHW
M3.1	MECHANICAL DETAILS	JFC	TKP/DHW
M3.2	MECHANICAL DETAILS	JFC	TKP/DHW
M4.1	MECHANICAL DETAILS AND SCHEDULES	JFC	TKP/DHW
M5.1	FOOD SERVICE DETAILS - HVAC	JFC	TKP/DHW
M5.2	FOOD SERVICE DETAILS - HVAC	JFC	TKP/DHW
M5.3	FOOD SERVICE DETAILS - HVAC	JFC	TKP/DHW

MECHANICAL GENERAL DEMOLITION NOTES:

1.

DASHED LINES ON DEMO PLANS REPRESENT MECHANICAL EQUIPMENT, DUCTWORK, AIR DISTRIBUTION DEVICES, PIPING, VALVES, CONTROL WIRING, THERMOSTATS, HANGERS, SUPPORTS, ETC. TO BE REMOVED. PERMANENTLY SEAL AND CAP SERVICES NEXT TO MAIN SERVICE LINES ABOVE CEILINGS, IN WALLS, OR BELOW FLOORS AS REQUIRED.
2.

THE CONTRACTOR SHALL NOT CONSIDER DEMOLITION AND ALTERATION NOTES TO BE ALL-INCLUSIVE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT AND ASSESS EACH AREA AND TO FULFILL THE INTENT OF THE DESIGN INDICATED BY THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COORDINATE MECHANICAL DEMOLITION DRAWINGS AND NOTES WITH ARCHITECTURAL DRAWINGS AND NOTES.
3.

EXISTING CONDITIONS AND LOCATIONS OF EQUIPMENT, DUCTWORK, PIPING, ETC. SHALL BE FIELD VERIFIED PRIOR TO COMMENCING WORK. CONDITIONS SHOWN ARE BASED ON EXISTING DRAWINGS AND MAY NOT BE EXACT. REFERENCE EXISTING AS-BUILT DRAWINGS FOR ADDITIONAL INFORMATION. REPORT ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL FIELD CONDITIONS TO ARCHITECT, ENGINEER, AND OWNER PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK.
4.

CONTRACTOR SHALL REVIEW ALL ITEMS TO BE DEMOLISHED WITH OWNER TO IDENTIFY ANY ITEMS TO BE SALVAGED PRIOR TO START OF DEMOLITION.
5.

REPAIR/ REPLACE EXISTING EQUIPMENT, MATERIALS, AND SURFACES NOT SCHEDULED OR NOTED TO BE DEMOLISHED THAT ARE DAMAGED DURING CONSTRUCTION. MAKE ANY AND ALL SUCH REPAIRS AND REPLACEMENTS TO RESTORE THE DAMAGED ITEMS TO THEIR ORIGINAL CONDITIONS AT THE TIME OF DAMAGE, TO THE SATISFACTION OF AND AT NO ADDITIONAL COST TO THE OWNER.
6.

CONTRACTOR SHALL MEASURE AIR FLOW QUANTITIES FOR EACH EXHAUST FAN INLET AND AIR HANDLING UNIT PRIOR TO DEMOLITION WORK AND SUBMIT TO ARCHITECT, ENGINEER, AND OWNER FOR REVIEW. TRAVERSES AND OTHER REQUESTED AIRFLOW READINGS ARE MINIMUM REQUIREMENTS. PROVIDE ADDITIONAL READINGS AS REQUIRED TO VERIFY THAT EXISTING AREAS TO REMAIN ARE RETURNED TO PRE-RENOVATION AIR FLOW QUANTITIES AND RENOVATION AREAS ARE PROVIDED WITH AIR FLOW QUANTITIES AS INDICATED ON THE PLANS.
7.

CAP AND SEAL AIR TIGHT ALL POINTS AT WHICH DUCTWORK IS REMOVED FROM DUCTWORK THAT WILL REMAIN. RE-INSULATE REMAINING DUCTWORK TO MAINTAIN VAPOR BARRIER.
8.

DURING CONSTRUCTION, PROVIDE TEMPORARY ROLL FILTER MEDIA UPSTREAM OF PRE-FILTERS IN AIR HANDLING UNITS SERVING THE RENOVATION AREA. UPON COMPLETION OF PROJECT, INSTALL A COMPLETE CHANGE OF FILTERS IN UNIT.
9.

CONTRACTOR SHALL COORDINATE INTERRUPTIONS OF EXISTING SERVICES WITH THE OWNER PRIOR TO COMMENCING WORK.
10.

EXISTING PIPING AND DUCTWORK TO REMAIN SHALL BE REPLACED AND/OR REROUTED AS REQUIRED TO ALLOW INSTALLATION OF NEW PIPING, DUCTWORK, CEILINGS, ETC. SEE ARCHITECTURAL PLANS FOR NEW CEILING HEIGHTS.
11.

FOR ALL DEMOLISHED EQUIPMENT CONNECTED TO THE OWNER'S ENERGY MANAGEMENT SYSTEM (EMS), REMOVE CONTROL POINTS FROM EMS AND MODIFY FRONT END GRAPHICS.



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10-10-2022

REVISION SCHEDULE

REV #

REV DATE

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CREATING LANDMARKS SINCE 1910...

SHEET TITLE
MECHANICAL LEGENDS

PROJECT
JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER

M0.1



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ICT Project No. 220494

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SHEET TITLE
DEMOLITION FLOOR PLANS - HVAC

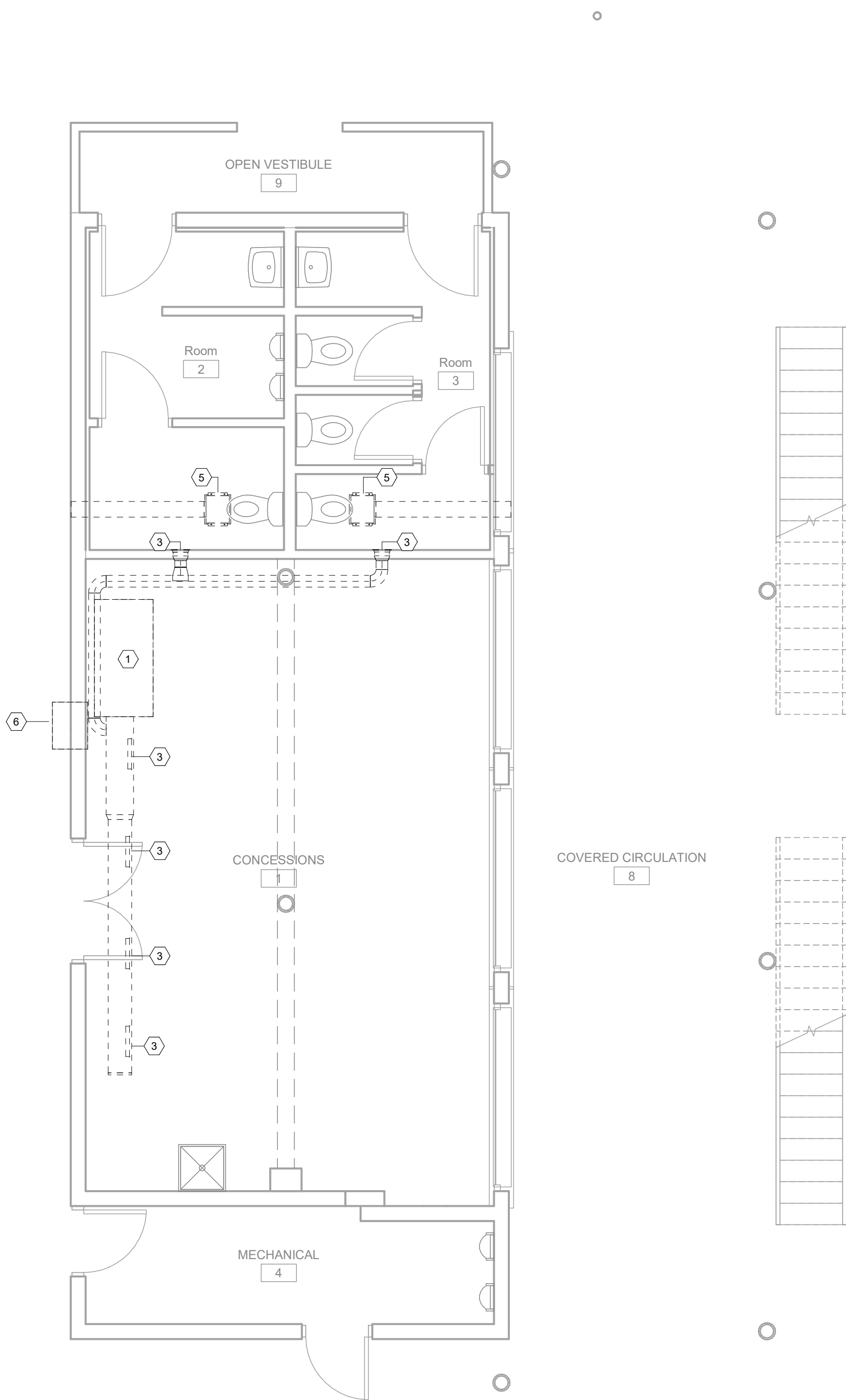
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HATTIESBURG, MISSISSIPPI

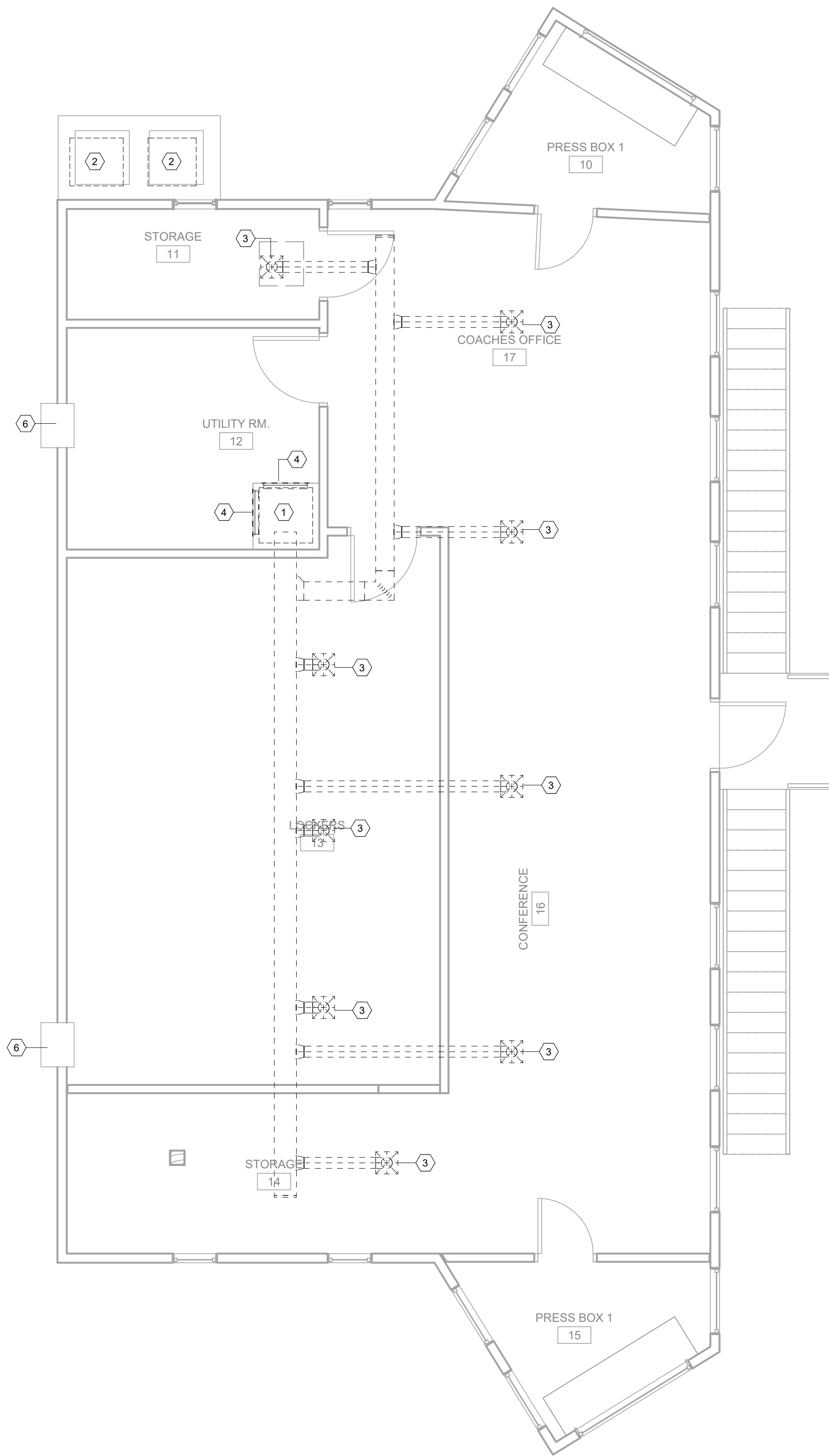
CN 22-3922

SHEET NUMBER

M1.0



1 FIRST FLOOR DEMOLITION PLAN - HVAC
1/4" = 1'-0"



2 SECOND FLOOR DEMOLITION PLAN - HVAC
1/4" = 1'-0"

KEYED NOTES: ○

1. EXISTING AIR HANDLING UNIT AND ASSOCIATED CONTROLS, ELECTRICAL WIRING, REFRIGERANT PIPING, AND GAS PIPING TO BE REMOVED.
2. EXISTING HEAT PUMP UNIT AND ASSOCIATED CONTROLS, ELECTRICAL WIRING, AND PIPING TO BE REMOVED.
3. EXISTING SUPPLY DIFFUSER AND ASSOCIATED DUCTWORK TO BE REMOVED.
4. EXISTING RETURN REGISTER AND ASSOCIATED DUCTWORK TO BE REMOVED.
5. EXISTING EXHAUST FANS AND ASSOCIATED DUCTWORK TO BE REMOVED.
6. EXISTING WALL UNIT TO BE REMOVED.



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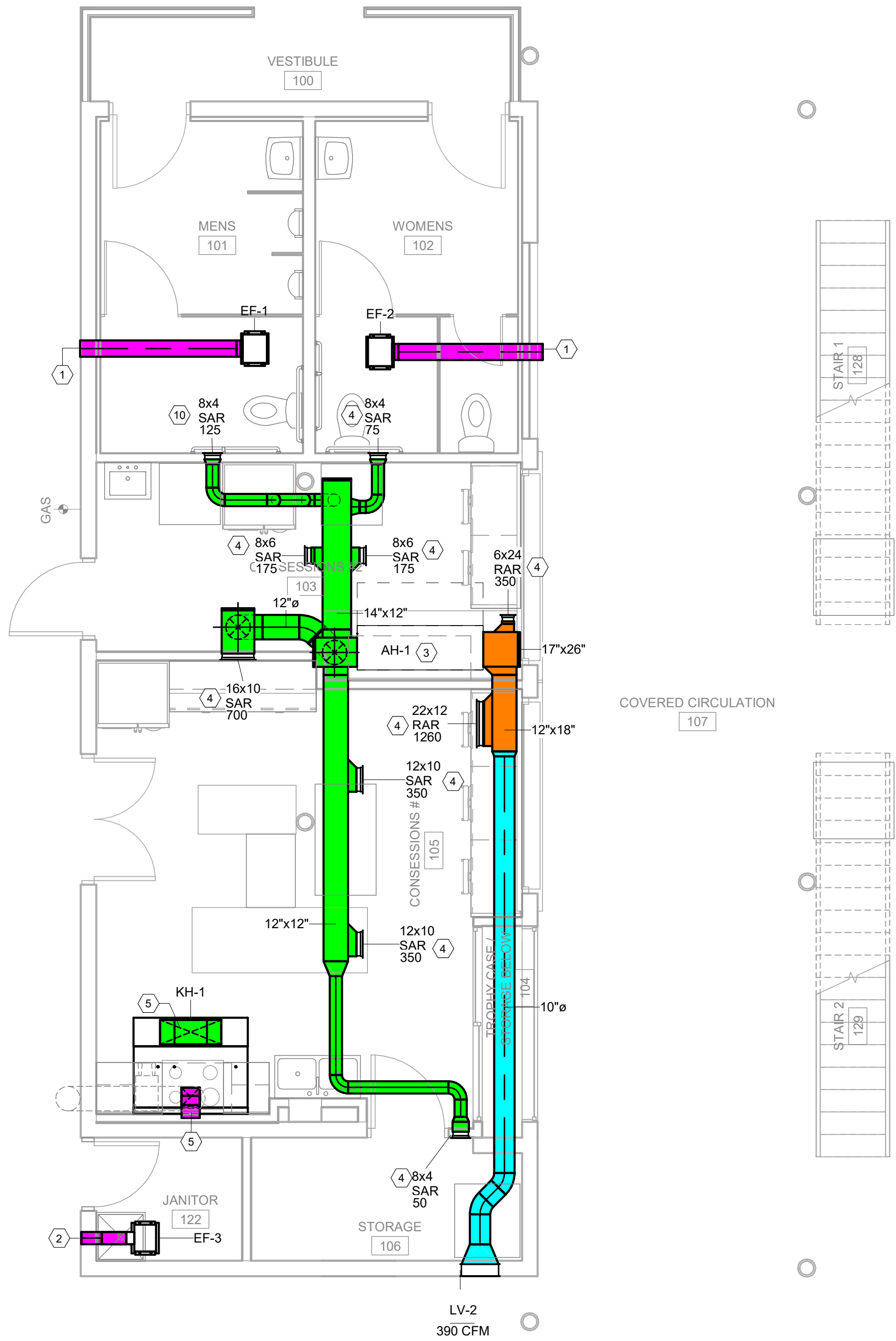
SHEET TITLE
FIRST FLOOR RENOVATION PLAN -
HVAC

PROJECT
JAYCEE PARK IMPROVEMENTS
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

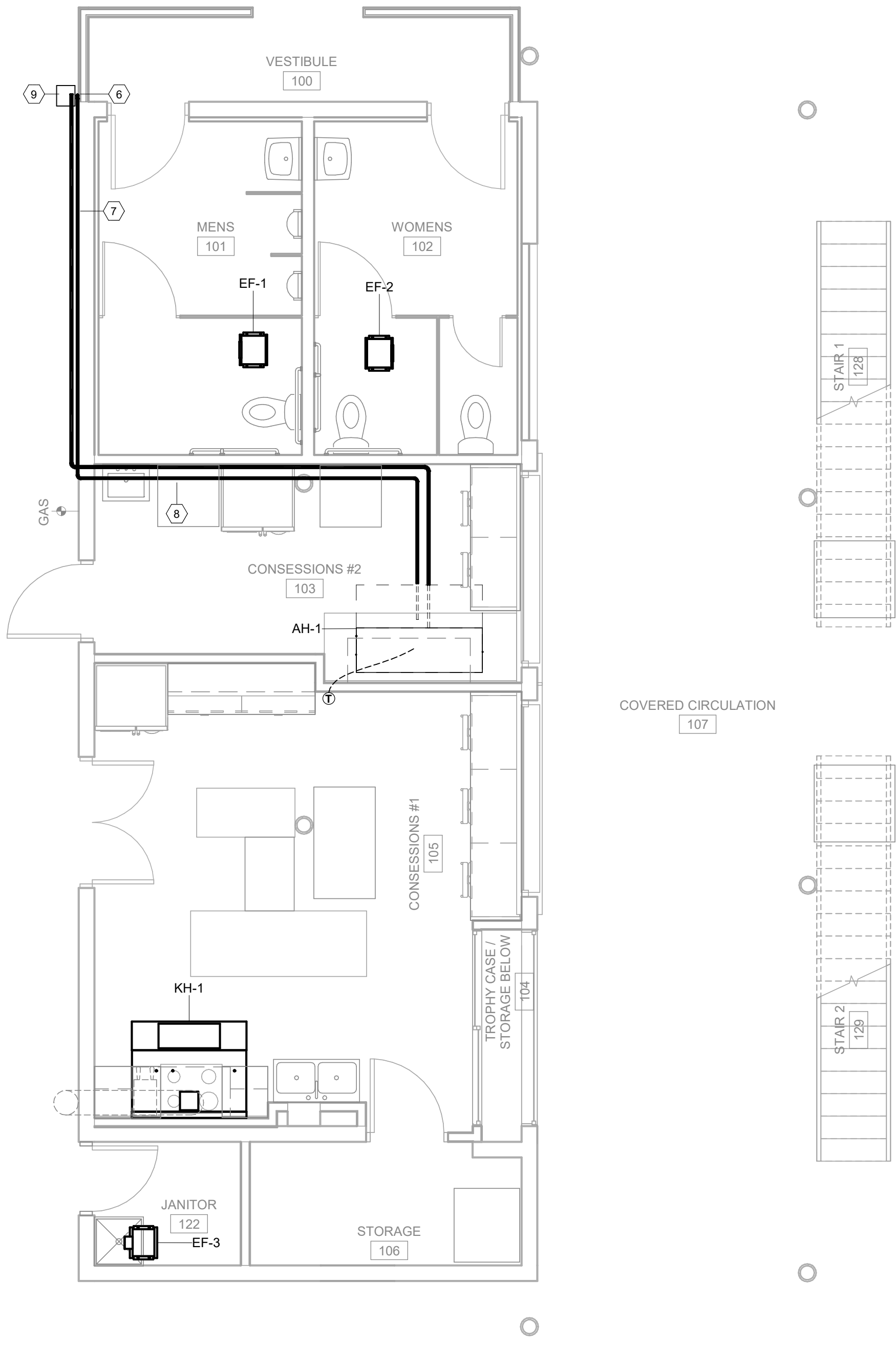
CN 22-3922

SHEET NUMBER

M1.1



1 FIRST FLOOR RENOVATION PLAN - HVAC
1/4" = 1'-0"



2 FIRST FLOOR RENOVATION PLAN - HVAC PIPING
1/4" = 1'-0"

Duct Color Fill Legend

- Supply Air
- Return Air
- Exhaust Air
- Outdoor Air

KEYED NOTES: ○

- PROVIDE SEIHO SX-8 OR EQUIVALENT VENT CAP. SEE ARCHITECTURAL PLANS FOR EXACT MOUNTING HEIGHT.
- PROVIDE SEIHO SX-6 OR EQUIVALENT VENT CAP. SEE ARCHITECTURAL PLANS FOR EXACT MOUNTING HEIGHT.
- MOUNT AIR HANDLING UNIT AT 5'10" ABOVE FLOOR LEVEL.
- MOUNT SUPPLY/RETURN REGISTER AT 7' ABOVE FLOOR LEVEL.
- MAKEUP AIR/KITCHEN EXHAUST DUCT UP TO SECOND FLOOR. SEE SHEET M1.2 FOR CONTINUATION.
- ROUTE REFRIGERANT PIPING DOWN FROM SECOND FLOOR.
- ROUTE REFRIGERANT PIPING ALONG EXTERIOR WALL AT 7'6" FROM GRADE. SIZE PER MANUFACTURER'S RECOMMENDATION.
- ENTER BUILDING AND ROUTE ALONG CEILING FOR CONNECTION TO AIR HANDLING UNIT.
- ROUTE CONDENSATE PIPING TO WET WELL.
- MOUNT SUPPLY REGISTER AT 7' 4" ABOVE FLOOR LEVEL.



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SECOND FLOOR RENOVATION
PLAN - HVAC

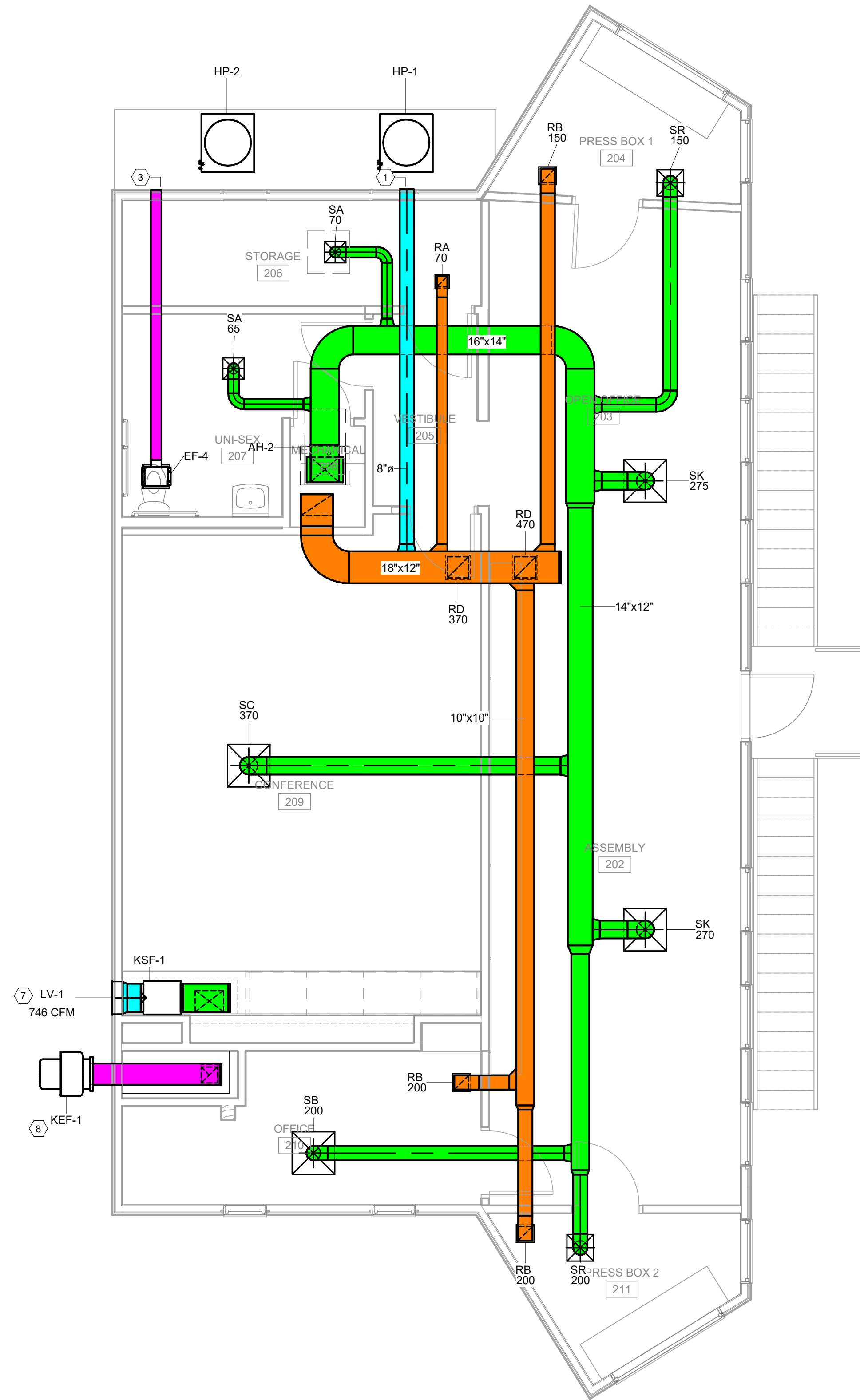
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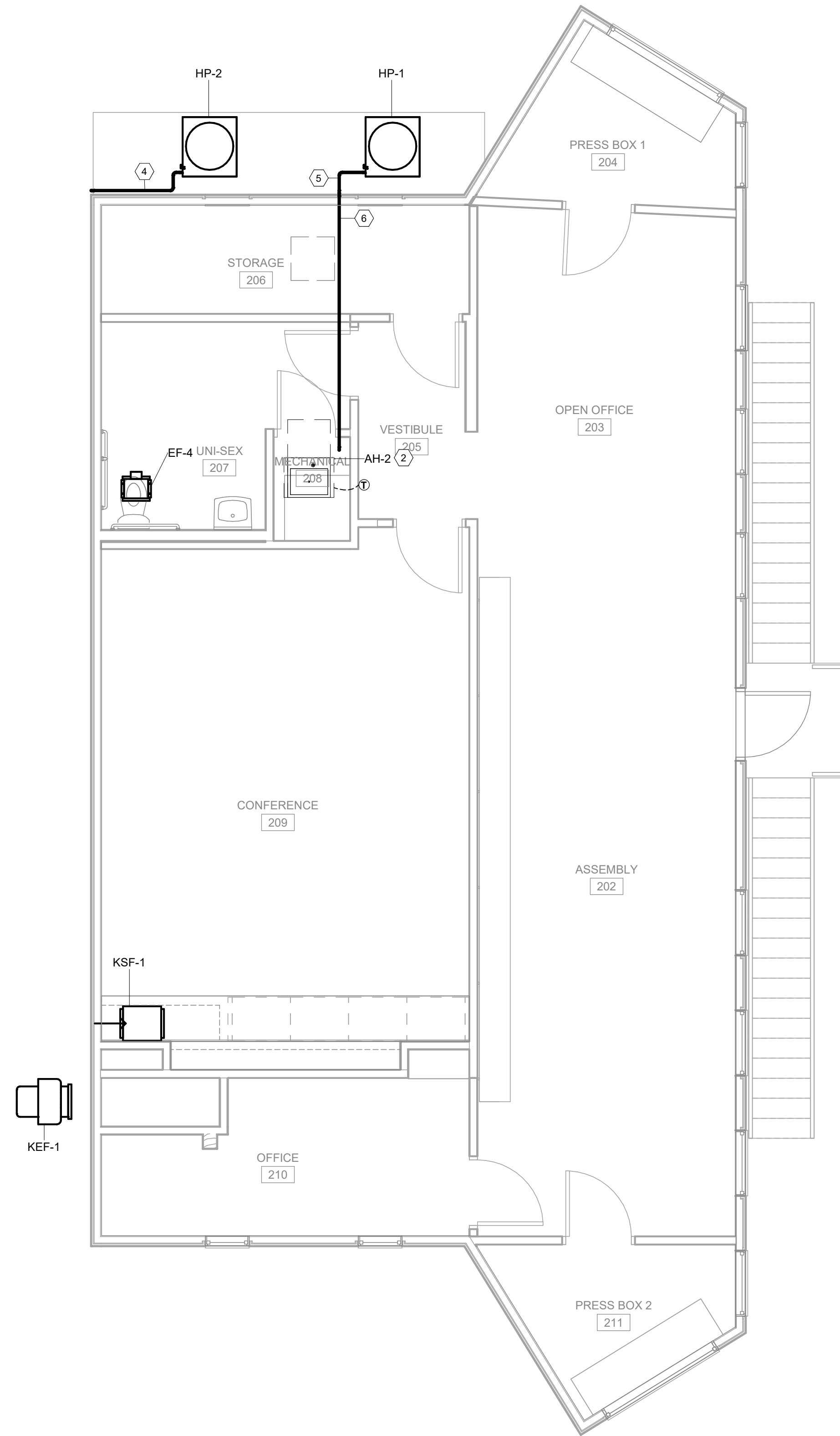
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SHEET NUMBER

M1.2



1 SECOND FLOOR RENOVATION PLAN - HVAC
1/4" = 1'-0"



2 SECOND FLOOR RENOVATION PLAN - HVAC PIPING
1/4" = 1'-0"

Duct Color Fill Legend

- Supply Air
- Return Air
- Exhaust Air
- Outdoor Air

KEYED NOTES: ○

- PROVIDE SEIHO SX-8 OR EQUIVALENT VENT CAP. SEE ARCHITECTURAL DRAWINGS FOR EXACT MOUNTING HEIGHT.
- ROUTE CONDENSATE FOR DISCHARGE INTO OPEN SITE DRAIN. REFER TO PLUMBING SHEET 2.1 FOR DRAIN LOCATION.
- PROVIDE SEIHO SX-6 OR EQUIVALENT VENT CAP. SEE ARCHITECTURAL DRAWINGS FOR EXACT MOUNTING HEIGHT.
- ROUTE REFRIGERANT PIPING ALONG PLATFORM AND DROP DOWN TO 7' 6" FROM GRADE. SEE SHEET M1.1 FOR CONTINUATION. SIZER PER MANUFACTURER'S RECOMMENDATION.
- ROUTE REFRIGERANT PIPING ALONG PLATFORM TO EXTERIOR WALL. RISE UP ABOVE CEILING LEVEL AND ENTER BUILDING. SIZE PER MANUFACTURER'S RECOMMENDATION.
- ROUTE PIPING ABOVE CEILING FOR CONNECTION TO AIR HANDLING UNIT.
- MOUNT LOUVER LV-1 10' 4" FROM GRADE.
- MOUNT KITCHEN EXHAUST FAN 15' FROM GRADE.



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SHEET TITLE
MECHANICAL DETAILS

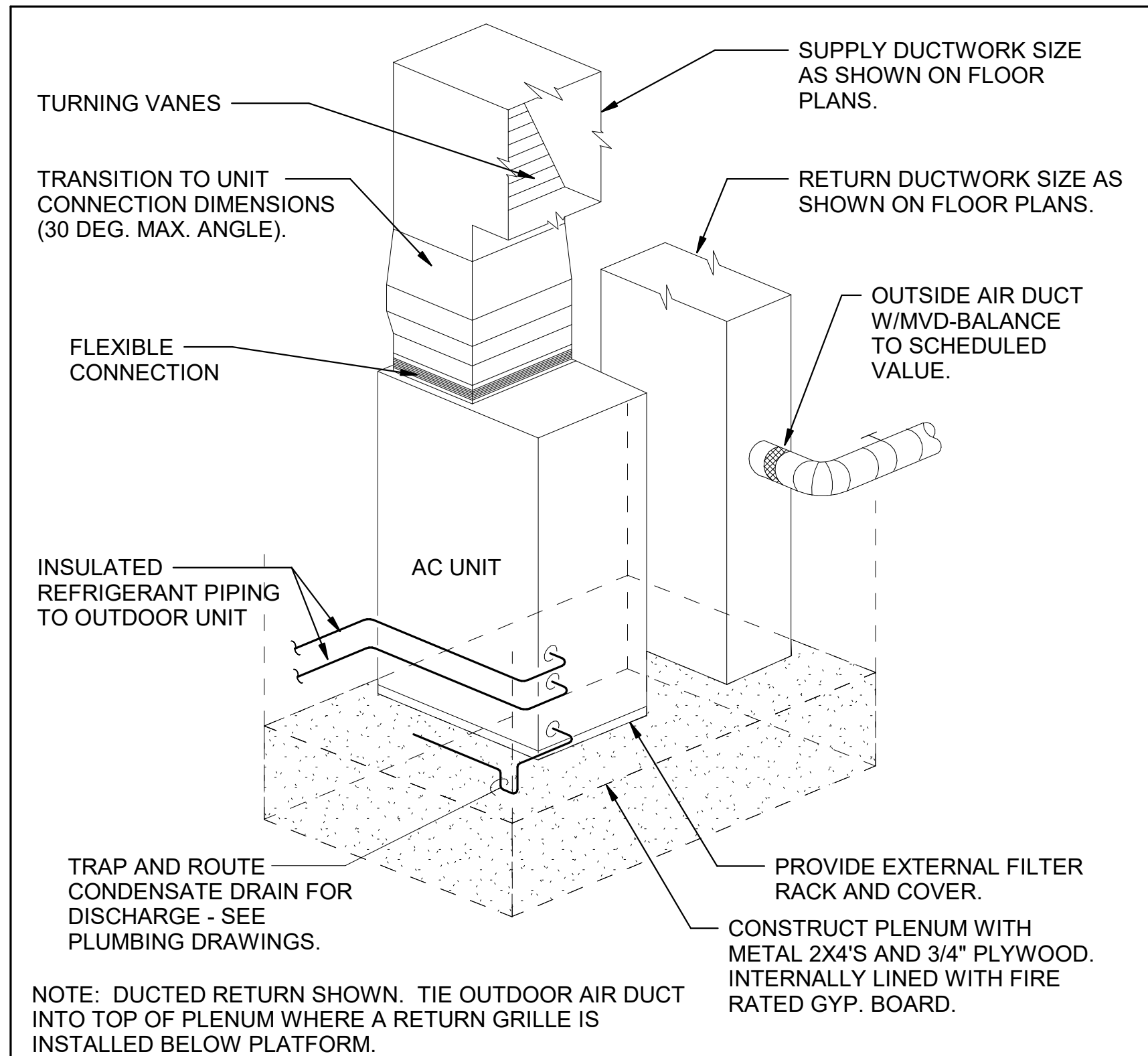
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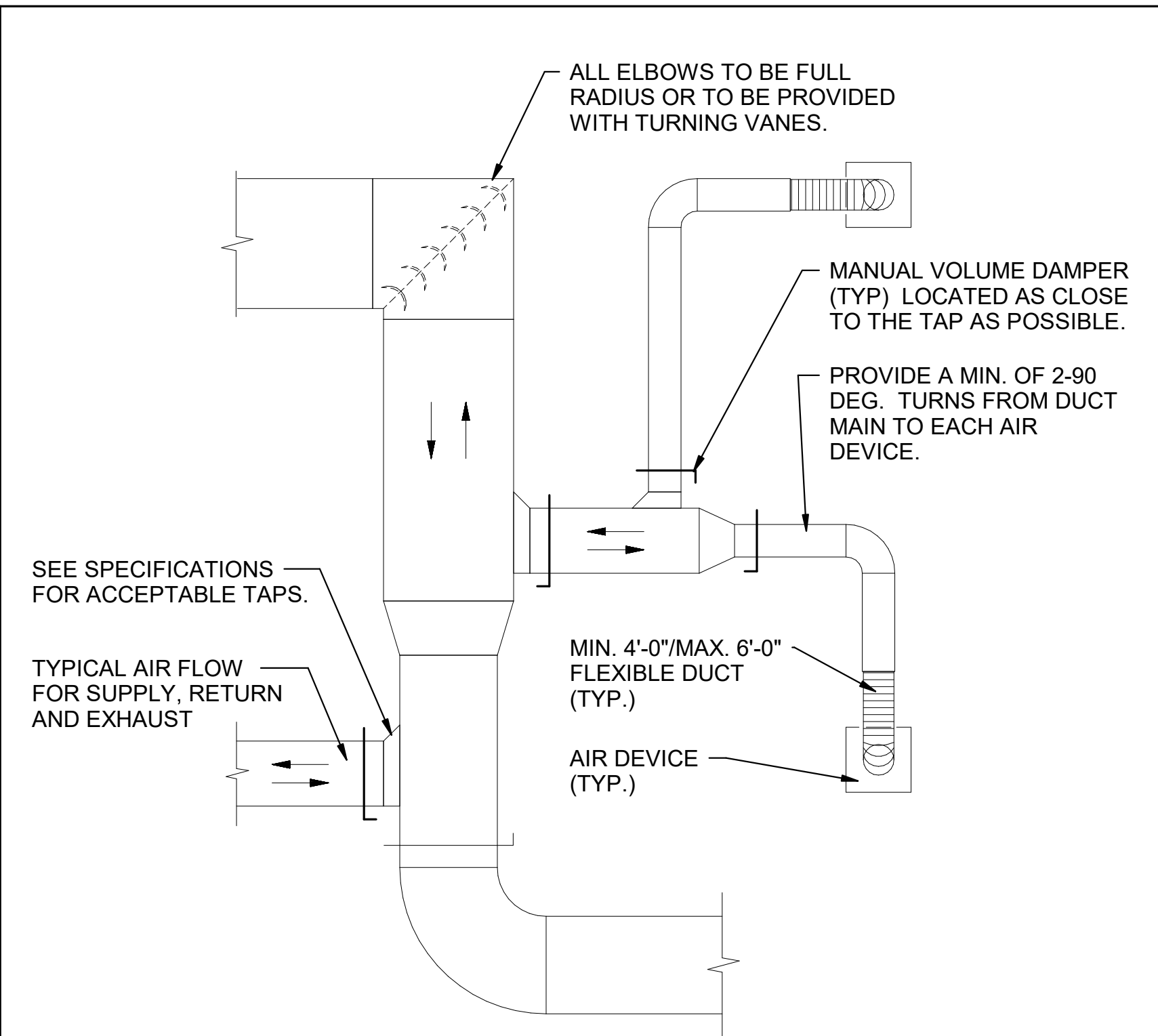
SHEET NUMBER

M3.1



CLOSET MOUNTED HEAT PUMP AIR HANDLER
DETAIL

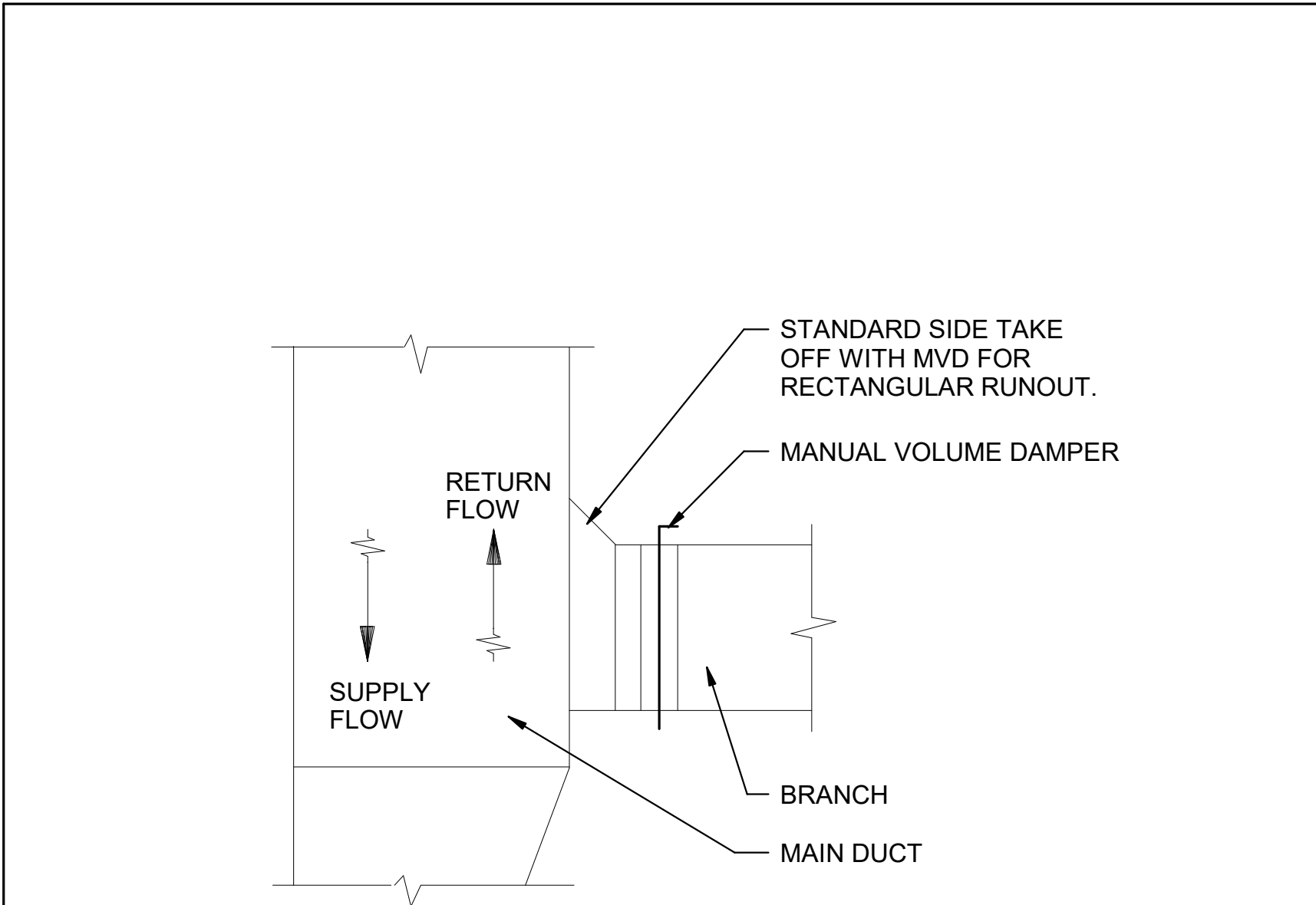
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TYPICAL LOW PRESSURE SUPPLY, RETURN
AND EXHAUST DUCT DETAIL

No Scale

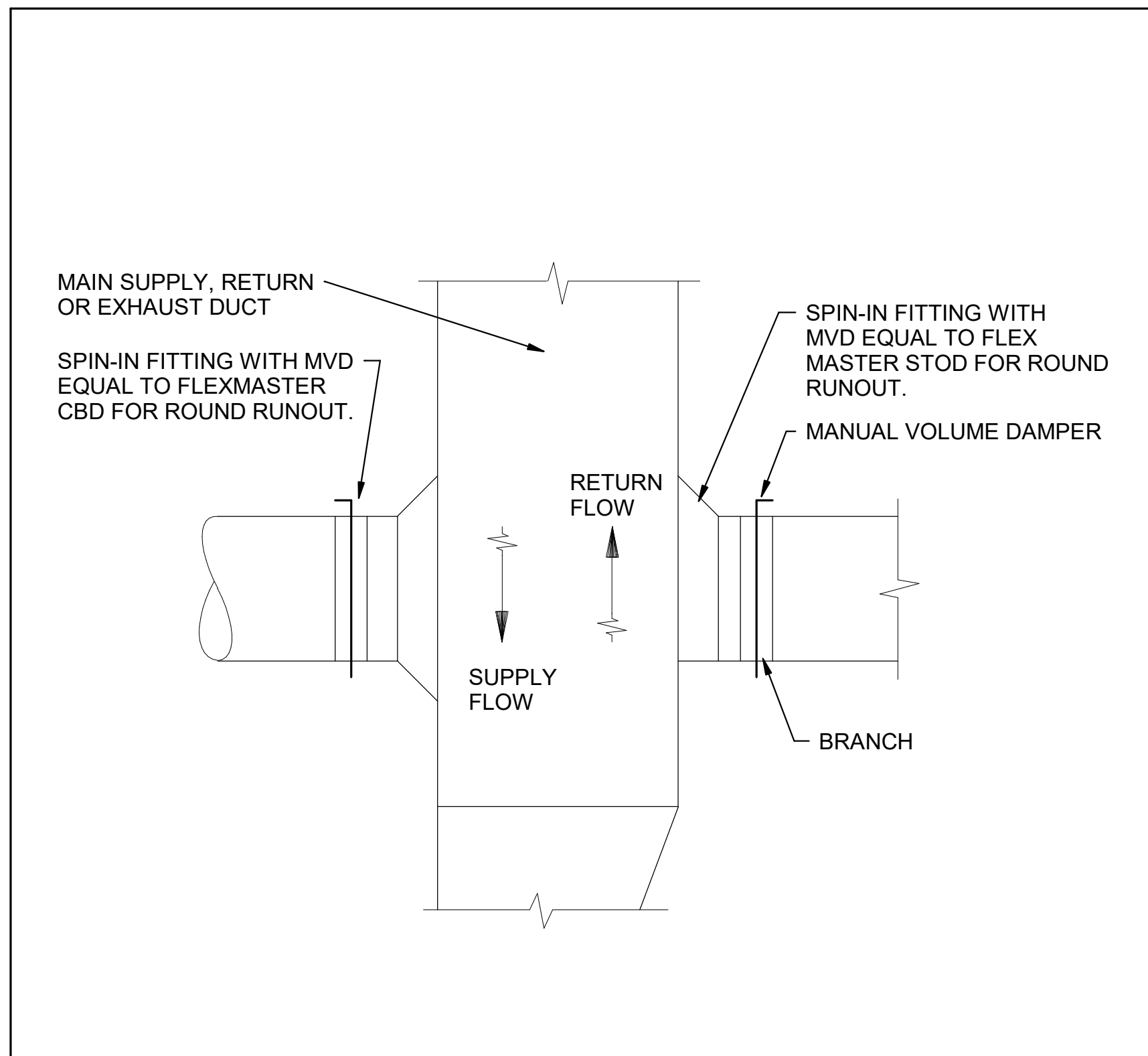
2



LOW PRESSURE RECTANGULAR
BRANCH DUCT RUNOUT

No Scale

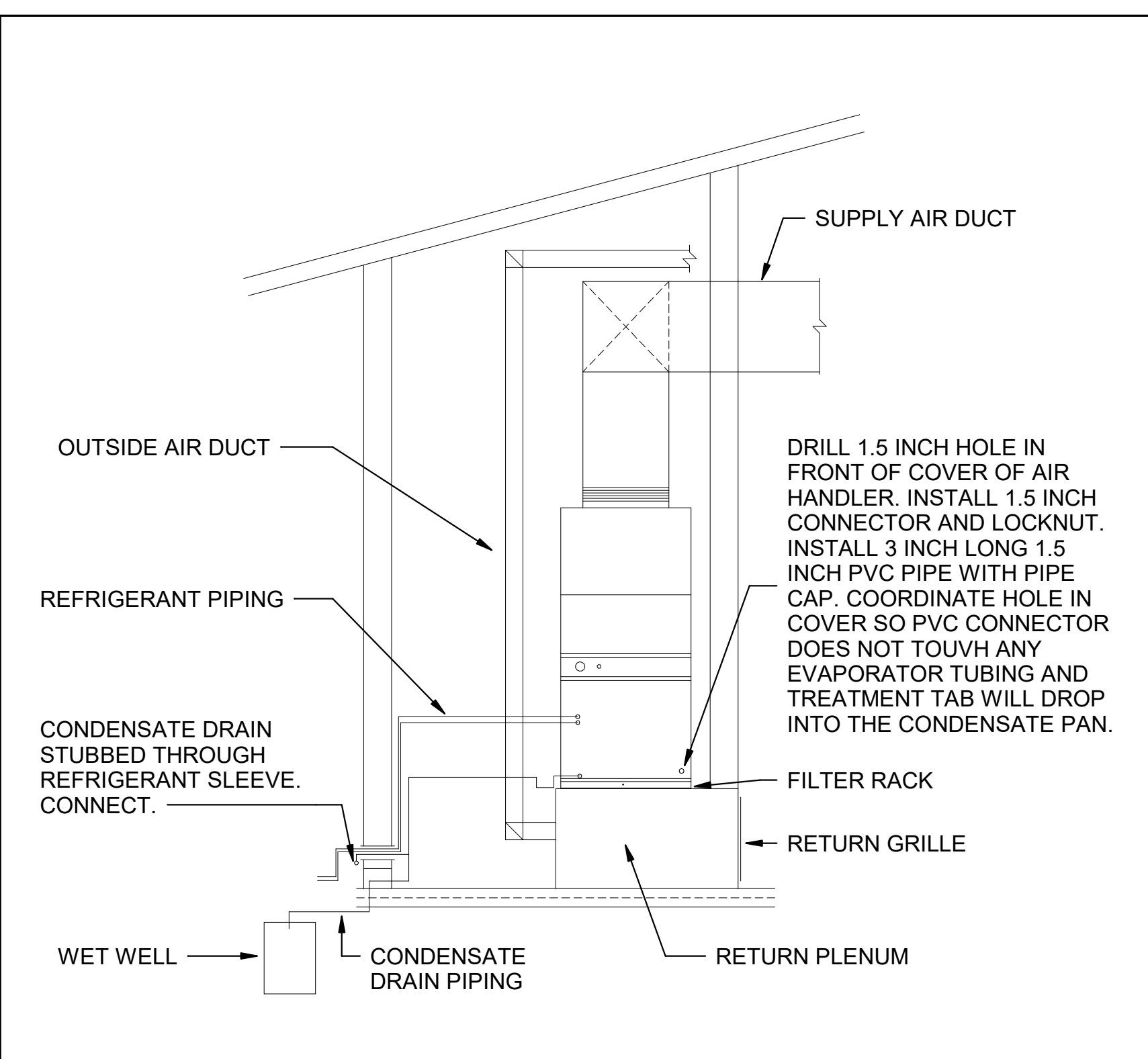
3



LOW PRESSURE ROUND BRANCH DUCT
RUNOUT

No Scale

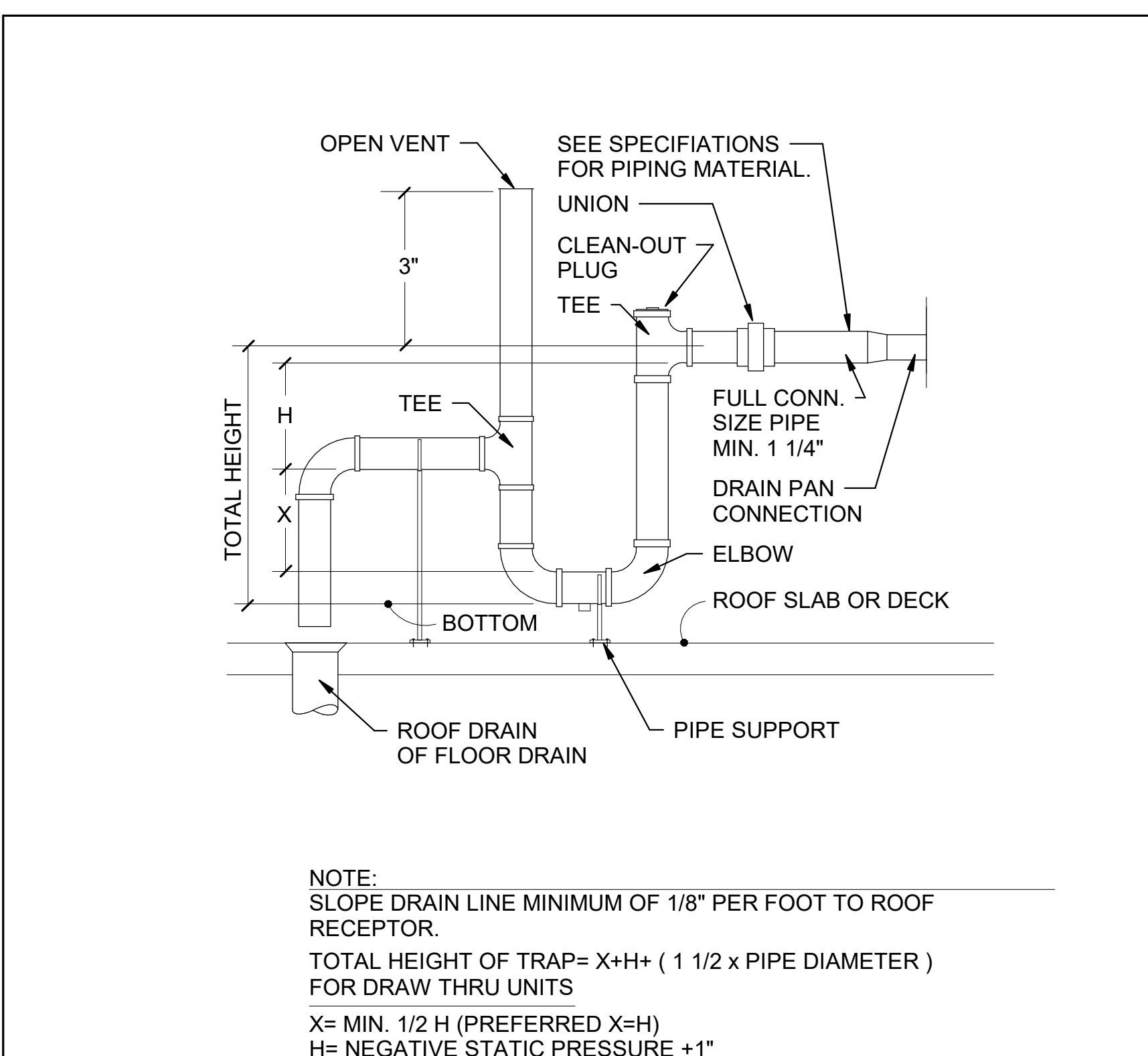
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CONDENSATE DRAIN DETAIL

No Scale

5



CONDENSATE DRAIN TRAP

No Scale

6



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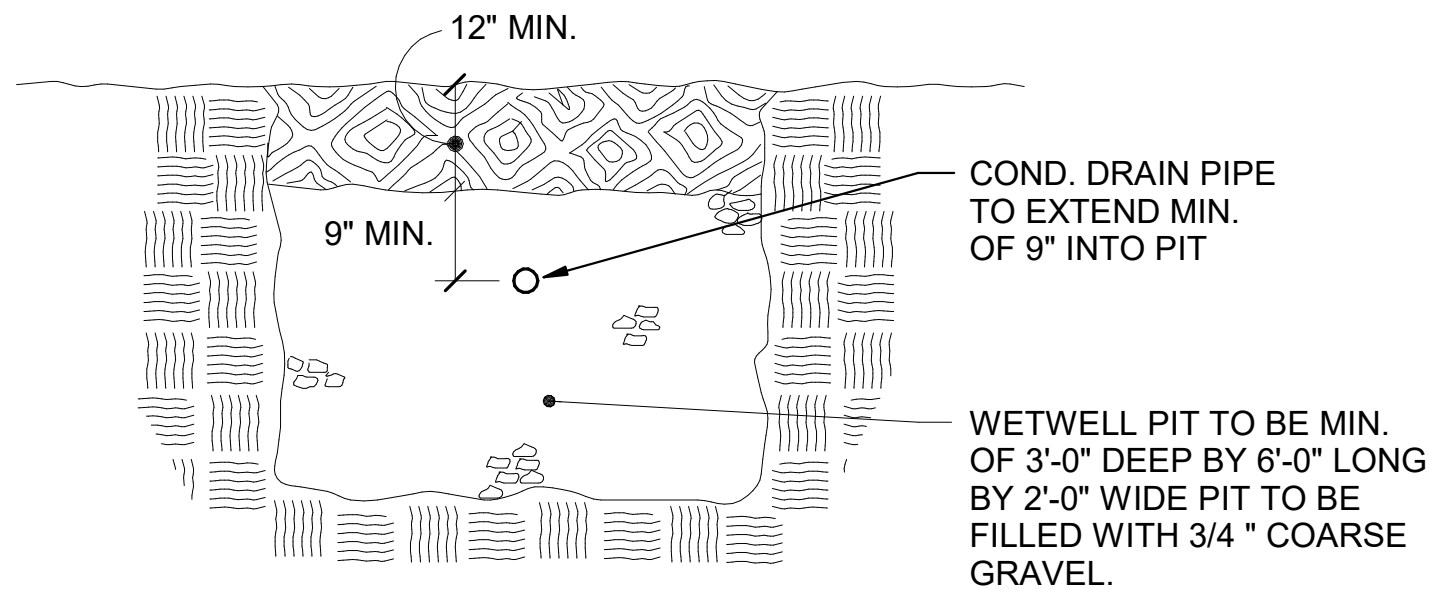
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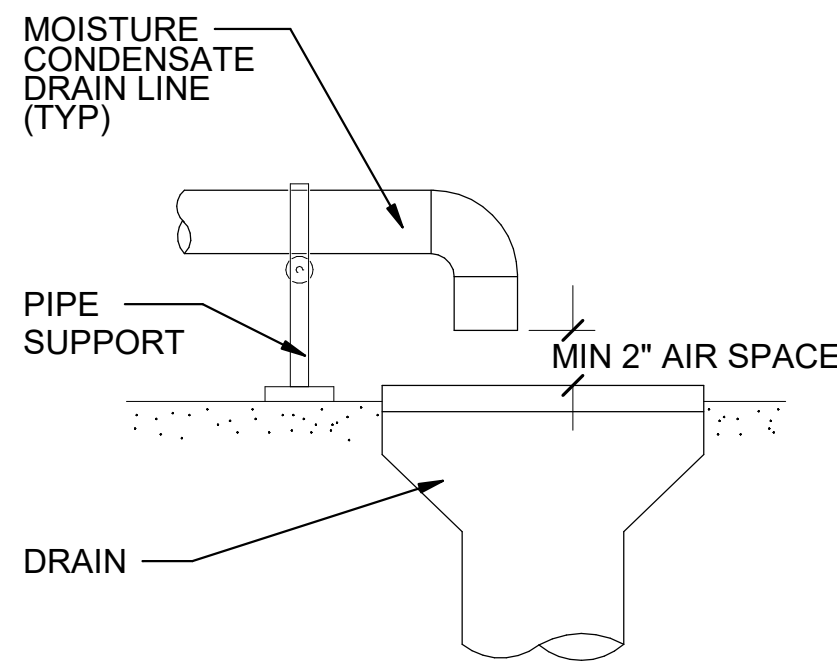
M3.2



WETWELL PIT DETAIL

No Scale

1



TERMINATION DETAIL OF MOISTURE
CONDENSATE LINE

No Scale

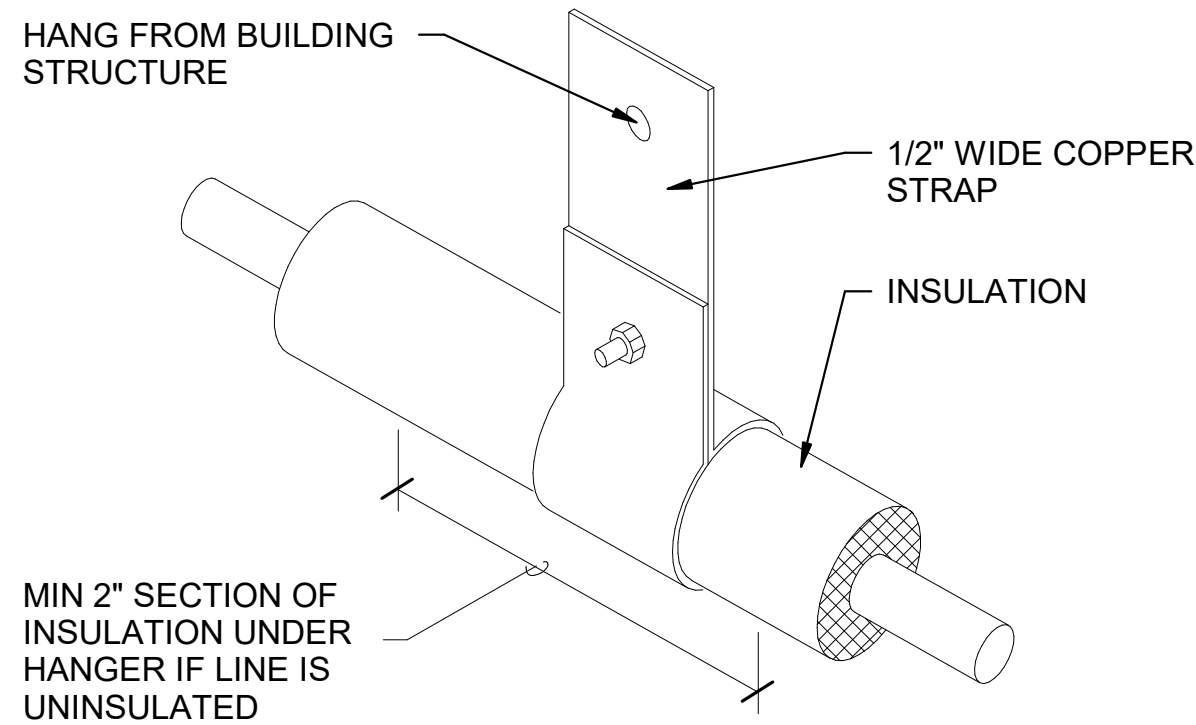
2

MOISTURE CONDENSATE DRAIN PIPING								
PIPE SIZE (INCH)	3/4"	1"	1-1/4"	1-1/2"	2"	3"	4"	5"
TONS	2	5	30	50	170	300	430	675

MOISTURE CONDENSATE DRAIN PIPING
DETAIL

No Scale

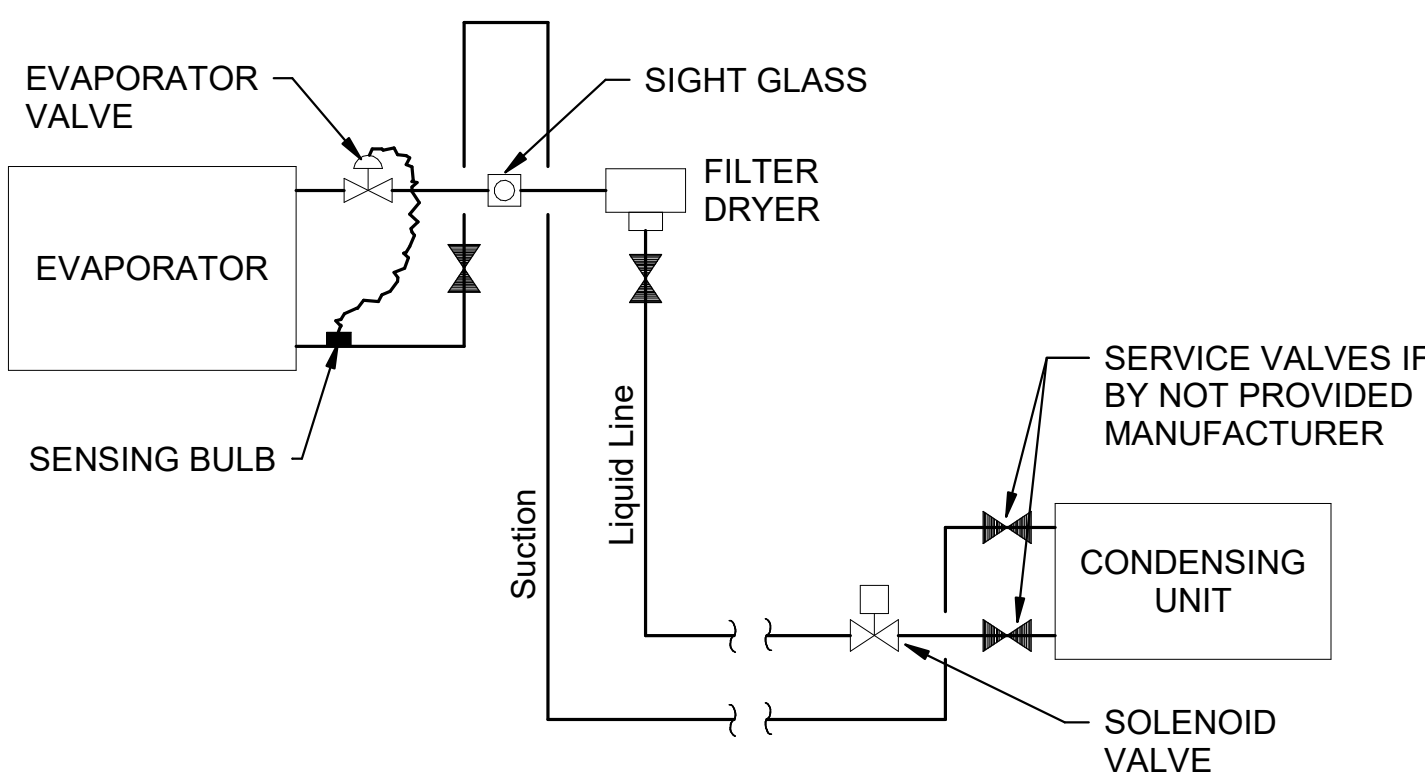
3



DETAIL FOR REFRIGERANT LINE HANGER

No Scale

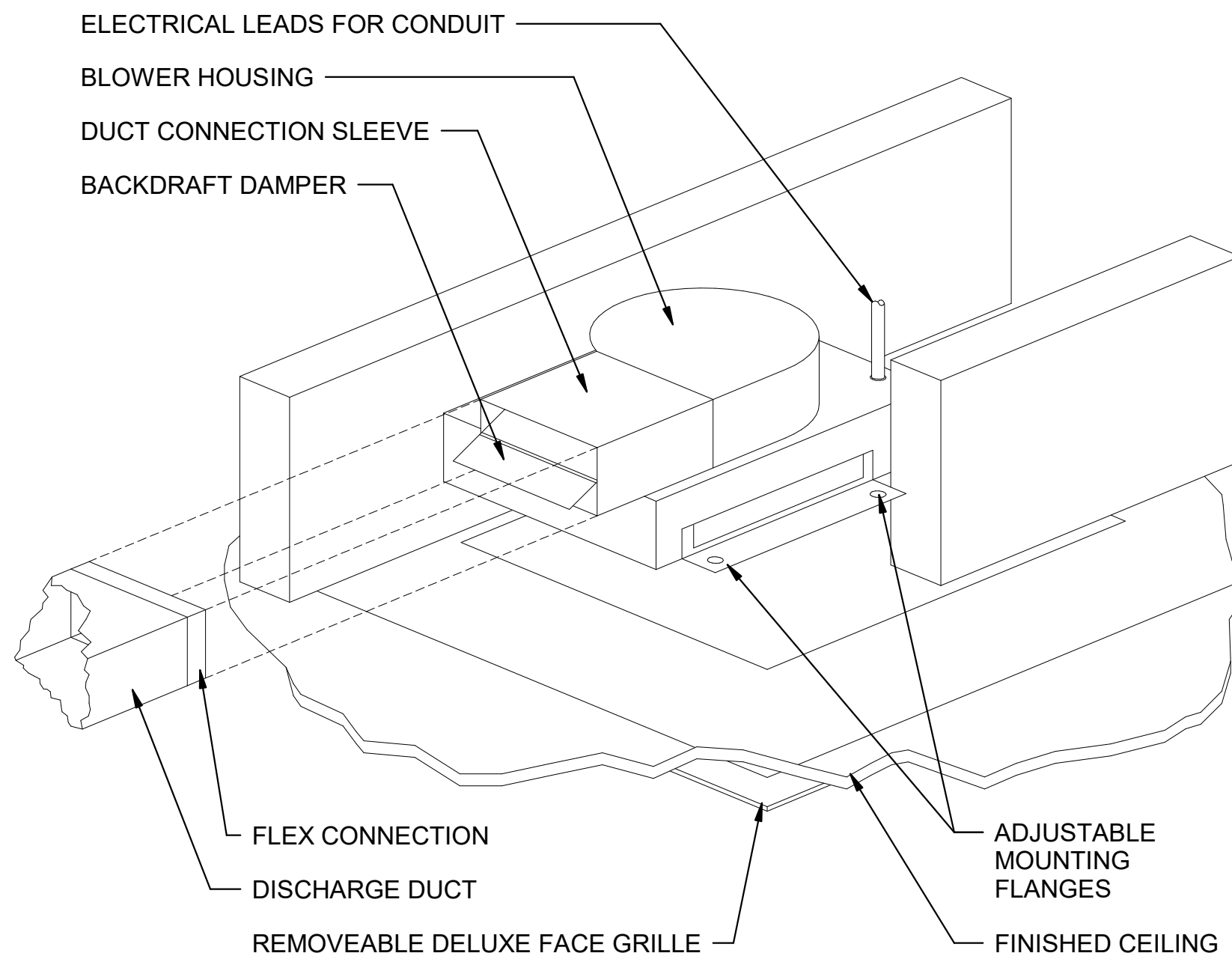
4



REFRIGERANT PIPING SCHEMATIC

No Scale

5



TOILET EXHAUST FAN

No Scale

6



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SHEET TITLE
MECHANICAL DETAILS AND
SCHEDULES

PROJECT
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CN 22-3922

SHEET NUMBER

M4.1

HEAT PUMP SPLIT SYSTEM UNIT SCHEDULE

HEAT PUMP UNIT		
HEAT PUMP MARK #	HP-1	HP-2
AREA SERVED	1ST FLOOR	2ND FLOOR
MANUFACTURER	TRANE	TRANE
MODEL	4TWR4060G1	4TWR4048G1
E.A.T. DB/WB °F	80/67	80/67
O.A.D.B. °F	95	95
COOLING CAPACITY BTUH	59,105	48,200
SENSIBLE CAPACITY BTUH	44,075	35,400
HEATING CAPACITY BTUH (47°F)	54,000	42,500
ELECTRICAL SERVICE	230/60/1	230/60/1
MCA	32	26
MOCP	50	45
COMPRESSOR RLA	24.4	19.6
OUTDOOR FAN FLA	1.05	1.05
INDOOR UNIT		
INDOOR UNIT MARK #	AH-1	AH-2
MODEL	GAM5A0C60M51	GAM5A0C48M41
TOTAL CFM	2,000	1,600
O.A. CFM	390	140
E.S.P. IN H2O	0.5	0.5
T.S.P. IN H2O	0.7	0.7
MIN HP	1	3/4
ELECTRICAL SERVICE	230/60/1	230/60/1
MCA	60	48
MOCP	60	50
ELECTRIC HEATER		
TOTAL KW	9.6	7.68
NO. STEPS	1	1
VOLTAGE	230/60/1	230/60/1
ACCESSORIES		
FILTER TYPE	THROWAWAY	THROWAWAY
COND. PRESS CONTROL	YES	YES
REMARKS		
ALL		
1.2		
REMARKS		
1. PROVIDE ALL OUTDOOR UNITS WITH HAIL GAURDS.		
2. PROVIDE ALL UNITS WITH PROGRAMMABLE THERMOSTATS.		
3. PROVIDE SMOKE DETECTORS FOR SUPPLY AND RETURN DUCTWORK.		

LOUVERED-FACE CEILING DIFFUSER SCHEDULE

TAG	MANUFACTURER	MODEL	ADAPTER/ NECK SIZE	FACE SIZE	MAX CFM	MAX NC	MAX SP	THROW	RUNOUT SIZE
SA	TITUS	TDCAA	6"Ø / 6"x6"	12"x12"	100	25	0.1	4-WAY	6"Ø/8"x6"
SB	TITUS	TDCAA	8"Ø / 9"x9"	15"x15"	200	25	0.1	4-WAY	8"Ø/10"x6"
SC	TITUS	TDCAA	10"Ø / 12"x12"	15"x15"	400	25	0.1	4-WAY	10"Ø/12"x8"
SD	TITUS	TDCAA	12"Ø / 15"x15"	24"x24"	600	25	0.1	4-WAY	12"Ø/14"x8"
SE	TITUS	TDCAA	6"Ø / 6"x6"	12"x12"	100	25	0.1	3-WAY	6"Ø/8"x6"
SF	TITUS	TDCAA	8"Ø / 9"x9"	15"x15"	200	25	0.1	3-WAY	8"Ø/10"x6"
SG	TITUS	TDCAA	10"Ø / 12"x12"	15"x15"	400	25	0.1	3-WAY	10"Ø/12"x8"
SH	TITUS	TDCAA	12"Ø / 15"x15"	24"x24"	600	25	0.1	3-WAY	12"Ø/14"x8"
SI	TITUS	TDCAA	6"Ø / 6"x6"	12"x12"	100	25	0.1	2-WAY	6"Ø/8"x6"
SJ	TITUS	TDCAA	8"Ø / 9"x9"	15"x15"	200	25	0.1	2-WAY	8"Ø/10"x6"
SK	TITUS	TDCAA	10"Ø / 12"x12"	15"x15"	400	25	0.1	2-WAY	10"Ø/12"x8"
SL	TITUS	TDCAA	12"Ø / 15"x15"	24"x24"	600	25	0.1	2-WAY	12"Ø/14"x8"
SM	TITUS	TDCAA	6"Ø / 6"x6"	12"x12"	100	25	0.1	1-WAY	6"Ø/8"x6"
SN	TITUS	TDCAA	8"Ø / 9"x9"	15"x15"	200	25	0.1	1-WAY	8"Ø/10"x6"
SO	TITUS	TDCAA	10"Ø / 12"x12"	15"x15"	400	25	0.1	1-WAY	10"Ø/12"x8"
SP	TITUS	TDCAA	12"Ø / 15"x15"	24"x24"	600	25	0.1	1-WAY	12"Ø/14"x8"
SQ	TITUS	TDCAA	6"Ø / 6"x6"	12"x12"	100	25	0.1	2-W CORNER	6"Ø/8"x6"
SR	TITUS	TDCAA	8"Ø / 9"x9"	15"x15"	200	25	0.1	2-W CORNER	8"Ø/10"x6"
SS	TITUS	TDCAA	10"Ø / 12"x12"	15"x15"	400	25	0.1	2-W CORNER	10"Ø/12"x8"
ST	TITUS	TDCAA	12"Ø / 15"x15"	24"x24"	600	25	0.1	2-W CORNER	12"Ø/14"x8"
REMARKS:									
1. CONTRACTOR HAS OPTION OF USING 24"x24" FACE FOR MOUNTING IN ACOUSTICAL TILE CEILING.									
2. USE DUCT SPIN-IN FITTING AND MANUAL VOLUME DAMPER EQUAL TO GENFLEX MODEL SM-2DEL. PROVIDE OPPOSED BLADE CONTROL AT FACE OF REGISTER WHERE DAMPER IS NOT ACCESSIBLE.									
3. ANY THROW PATTERN INDICATED ON HVAC DRAWING SHALL TAKE PRECEDENCE OVER CONTRADICTIONS THAT MAY EXIST ON THIS SCHEDULE.									

EGG-CRATE RETURN & EXHAUST REGISTERS

SYMBOL	MANUFACTURER	MODEL	ADAPTER/ NECK SIZE	FACE SIZE	MAX CFM	MAX SP	MAX NC	RUNOUT SIZE
RA / EA	TITUS	50F	6" SQ.	8"x8"	75	0.03	20	6"Ø/8"x6"
RB / EB	TITUS	50F	8" SQ.	10"x10"	200	0.03	20	8"Ø/10"x6"
RC / EC	TITUS	50F	10" SQ.	12"x12"	300	0.03	20	10"Ø/12"x8"
RD / ED	TITUS	50F	12" SQ.	14"x14"	500	0.03	20	12"Ø/14"x8"
RE / EE	TITUS	50F	14" SQ.	18"x18"	700	0.03	20	14"Ø/16"x8"
RF / EF	TITUS	50F	18" SQ.	20"x20"	1200	0.03	20	16"Ø/24"x10"
RG / EG	TITUS	50F	22" SQ.	24"x24"	1800	0.03	20	18"Ø/24"x12"
REMARKS:								
1. CONTRACTOR TO USE DUCT SPIN-IN FITTING WITH MANUAL VOLUME DAMPER EQUAL TO GENFLEX MODEL SM-2DEL (OR APPROVED EQUAL) FOR CIRCULAR DUCT AND STANDARD SIDE TAKE OFF WITH MANUAL VOLUMED DAMPER FOR RECTANGULAR RUNOUTS.								
2. PROVIDE OPPOSED BLADE CONTROL AT FACE FOR REGISTER WHERE DAMPER IS NOT ACCESSIBLE.								

KITCHEN HOOD SCHEDULE

HOOD IDENTIFICATION	KH-1
MANUFACTURER	GREENHECK
MODEL NUMBER	GHEP-56-S
HOOD TYPE	TYPE I
SIZE (L"xW"xH")	56"x30"x24"
MOUNTING HT (IN. AFF)	72
EXHAUST AIRFLOW RATE (CFM)	933
EXHAUST STATIC PRESS. DROP (IN. W.C.)	0.52
MAKE-UP AIRFLOW RATE (CFM)	746
MAKE-UP STATIC PRESS. DROP (IN. W.C.)	0.34
HOOD MATERIAL	430 SERIES SS
UL 710	YES
ACCESSORIES	ALL

ACCESSORIES:

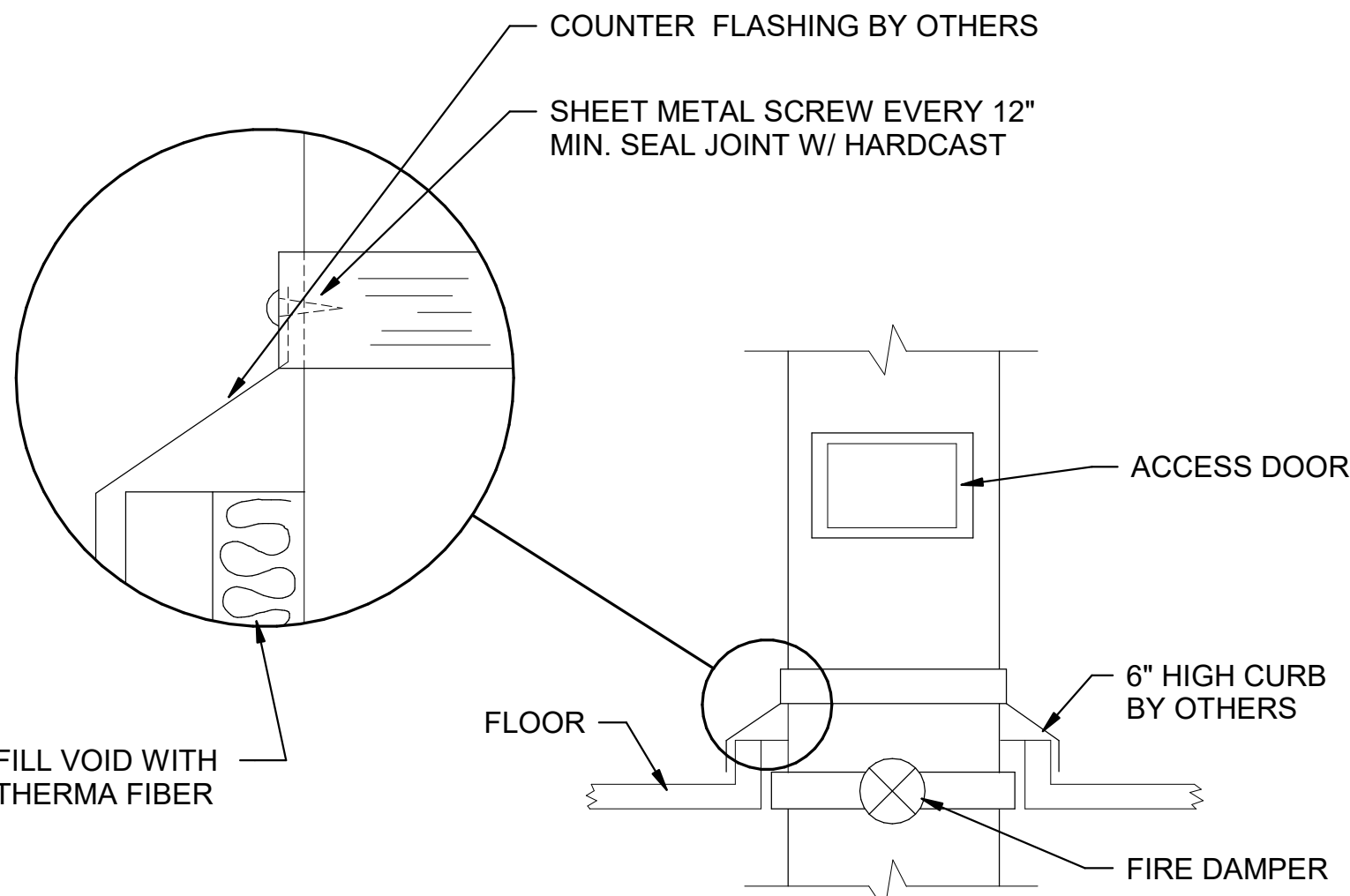
- UL LISTED BAFFLE FILTERS AND LIGHT FIXTURES
- UL LISTED WET CHEMICAL FIRE SUPPRESSION SYSTEM
- AIR CURTAIN SUPPLY PLENUM
- CONTROLS AND INTERLOCKS TO KEF-1 AND MAU-1
- PROVIDE FILLER PANEL TO FILL GAP BETWEEN KITCHEN HOODS.
MATERIAL TYPE AND FINISH TO MATCH HOODS.
- SEE HOOD DETAIL FOR ADDITIONAL DIMENSIONS.
- MECHANICAL CONTRACTOR SHALL MOUNT AND INSTALL ALL EQUIPMENT, INCLUDING FIELD MOUNTED CONTROLS SENSORS (IF APPLICABLE PER WIRING DIAGRAM)
- ELECTRICAL CONTRACTOR SHALL PROVIDE ALL POWER & CONTROL WIRING, TERMINATIONS, AND ANY OTHER FILED WIRING PER THE WIRING DIAGRAM.
- MECHANICAL CONTRACTOR SHALL SCHEDULE FIRE SUPPRESSION SYSTEM COMMISSIONING WITH KITCHEN HOOD VENDOR MINIMUM 2 WEEKS BEFORE WORK IS PERFORMED.
- MECHANICAL CONTRACTOR SHALL VERIFY EXHAUST, SUPPLY, AND USER INTERFACE OPERATION PER THE FACTORY PROVIDED IOM.
- MECHANICAL CONTRACTOR SHALL PROVIDE OWNER TRAINING FOR HOOD INTERFACE AND OPERATION.
- GENERAL CONTRACTOR SHALL COORDINATE BETWEEN TRADES.

FAN SCHEDULE

IDENTIFICATION	EF 1	EF-2	EF-3	EF-4
SERVICE	GENERAL	GENERAL	GENERAL	GENERAL
TYPE	1	1	1	1
MANUFACTURER	GREENHECK	GREENHECK	GREENHECK	GREENHECK
MODEL	SP-A390-VG	SP-A390-VG	SP-A50-90-VG	SP-A50-90-VG
CFM	150	100	50	90
S.P. IN H2O	0.50	0.50	0.50	0.50
FAN RPM	1,224	1,210	808	887
MOTOR HP (W)	(29)	(24)	(6)	(6)
ELECTRICAL SERVICE	115/1/60	115/1/60	115/1/60	115/1/60
MOTOR RPM	---	---	---	---
FLA	1.5	1.5	0.29	0.29
POWER TYPE	NORMAL	NORMAL	NORMAL	NORMAL
SCREEN TYPE	BIRDSCREEN	BIRDSCREEN	BIRDSCREEN	BIRDSCREEN
DAMPER TYPE	BACKDRAFT	BACKDRAFT	BACKDRAFT	BACKDRAFT
ROOF CURB	NO	NO	NO	NO
VIBRATION ISOLATORS	---	---	---	---
INTERNAL DIS. SWITCH	YES	YES	YES	YES
DRIVE TYPE	DIRECT	DIRECT	DIRECT	DIRECT
REMARKS	2.9	2.9	2.9	2.9
REMARKS:				
1. EC MOTOR W/ FAN SPEED CONTROLLER				
2. ON-OFF SWITCH CONTROL				
3. INTERLOCK W/ RESPECTIVE AIR HANDLER				
4. 2 SPEED MOTOR				
5. LINE VOLTAGE THERMOSTAT				
6. EQUIPPED WITH VARIABLE FREQUENCY DRIVE				
7. PROVIDE SOLID STATE SPEED CONTROLLER				
8. PROVIDE WITH TEFC MOTOR				
9. INTERLOCK WITH LIGHTS				
TYPE:				
1. CEILING EXHAUST FAN				
2. MIXED FLOW INLINE FAN				
3. CENTRIFUGAL ROOF FAN				
4. SQUARE INLINE FAN				
5. UPBLAST CENTRIFUGAL FAN				
6. INLINE CABINET FAN				
7. INLINE DRYER EXHAUST FAN				
8. BELTED VENT SET				
9. PROPELLER SUPPLY ROOF VENTILATOR				
10. MEDIUM PRESSURE AXIAL SUPPLY FAN				

LOUVER SCHEDULE

LOUVER NUMBER	LV-1	LV-2
SERVICE	INTAKE	INTAKE
MANUFACTURER	GREENHECK	GREENHECK
MODEL	EHH-601	EHH-601
DEPTH, INCHES	6	6
DIMENSIONS WIDTH X HEIGHT IN.	22x16	18x12
AIRFLOW CFM	746	390
MAX S.P. DROP IN. H2O	0.19	0.2
MAX VELOCITY FPM	956	991
MINIMUM FREE AREA SF	0.77	0.39
BIRD SCREEN TYPE	INTERNAL	INTERNAL
DAMPER TYPE	---	---
MOTORIZED DAMPER INTERLOCK	---	---
EMERGENCY POWER	NO	NO
REMARKS	ALL	ALL
REMARKS:		
1. RATED FOR WIND DRIVEN RAIN		
2. LOUVER FINISH & COLOR AS DIRECTED BY ARCHITECT		



DETAIL OF DUCT THRU FLOOR SLAB

No Scale

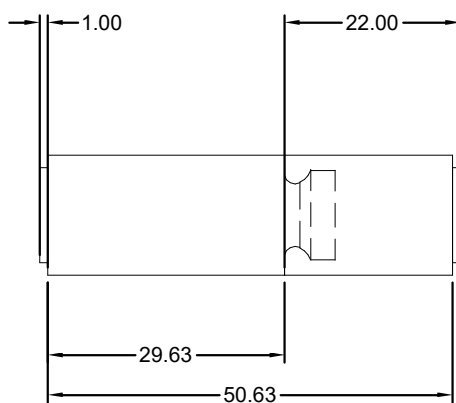
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Direct Drive Centrifugal Inline Fan

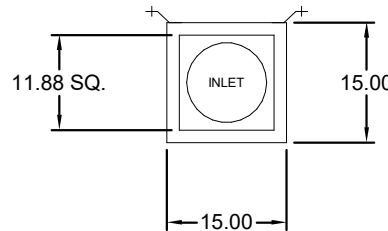
MARK INFORMATION		FAN INFORMATION						MOTOR INFORMATION				
QTY	MARK	MODEL	VOLUME (CFM)	TOTAL EXTERNAL SP (IN WG)	FAN RPM	OPERATING POWER (HP)	WEIGHT (LB.)	SIZE (HP)	V/C/P	ENCLOSURE	MOTOR RPM	WINDINGS
1	KSF-1	SQ-99-VG	746	0.741	1,794	0.3	70	0.75	115/60/1	OP	2200	1

KSF-1R : SELECTED OPTIONS AND ACCESSORIES

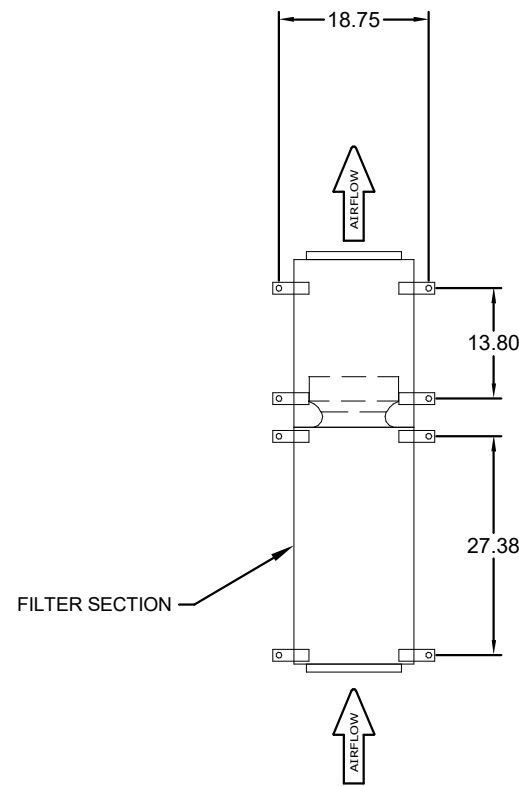
UL/cUL 705 Listed - "Power Ventilators"
Junction Box Mounted and Wired
Switch, NEMA-1, Toggle, Shipped Separate
Damper Shipped Loose, Inline, BD-330-PB-12X12, Gravity Operated, Not Coated
Aluminum Wheel Material
Insulated Housing - 1 in. Thick: Fan Housing, Filter Box
Motor Cover
Sloped Filter Box, 1 in. Aluminum Filters
Isolators & Brackets, Neoprene Hanging (2 Kit(s): Qty 8, PN: HVI KIT-SQ6-14) (Shipped Loose)



SIDE VIEW



END VIEW



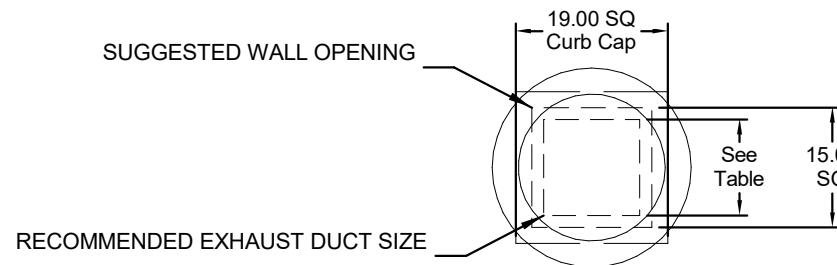
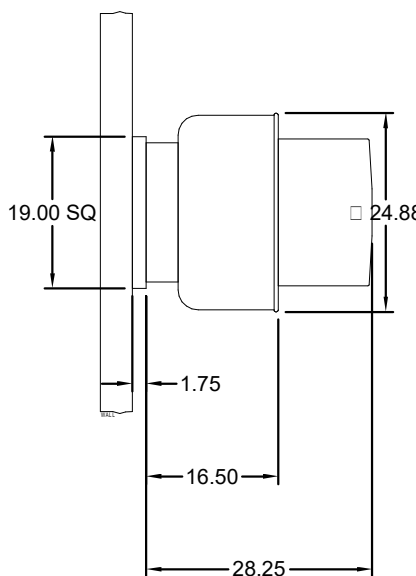
TOP VIEW

Direct Drive Upblast Centrifugal Wall Exhaust Fan

MARK INFORMATION		FAN INFORMATION						MOTOR INFORMATION				
QTY	MARK	MODEL	VOLUME (CFM)	TOTAL EXTERNAL SP (IN WG)	FAN RPM	OPERATING POWER (HP)	WEIGHT (LB.)	SIZE (HP)	V/C/P	ENCLOSURE	MOTOR RPM	WINDINGS
1	KEF-1	CUE-120-VG	933	0.771	1,275	0.19	57	0.25	115/60/1	TN	1400	1

KEF-1 : SELECTED OPTIONS AND ACCESSORIES

Standard Curb Cap Size - 19 Square
Sidewall Mounting - Fan Configured for Wall-Mounted Applications
Wall Bracket will be Mounted to the Wall
UL/cUL 762 Listed - "Power Ventilators for Rest. Exh. Appliances"
Switch, NEMA-1, Toggle, Shipped with Unit
Wall Bracket - Galvanized, Under Sized 0.5 in. (Shipped Loose) (PN 916647)
Hood Hasps
Birdscreen: Aluminum, nom. 86% Free Area
Clean-out Port - Factory Installed



DUCT TYPE	SIZE
STANDARD	12 SQ
FIRE-WRAPPED	8 SQ

DUCT DIMENSIONS ARE LARGEST POSSIBLE DUCT TO FIT THROUGH CURB.
CONSULT SYSTEM DESIGN ENGINEER FOR RECOMMENDED DUCT SIZE.

OVERALL HEIGHT MAY BE GREATER DEPENDING ON
MOTOR, ADAPTER, AND/OR HINGE BASE.



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TKP/DHW

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FOOD SERVICE DETAILS - HVAC

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CN 22-3922

SHEET NUMBER

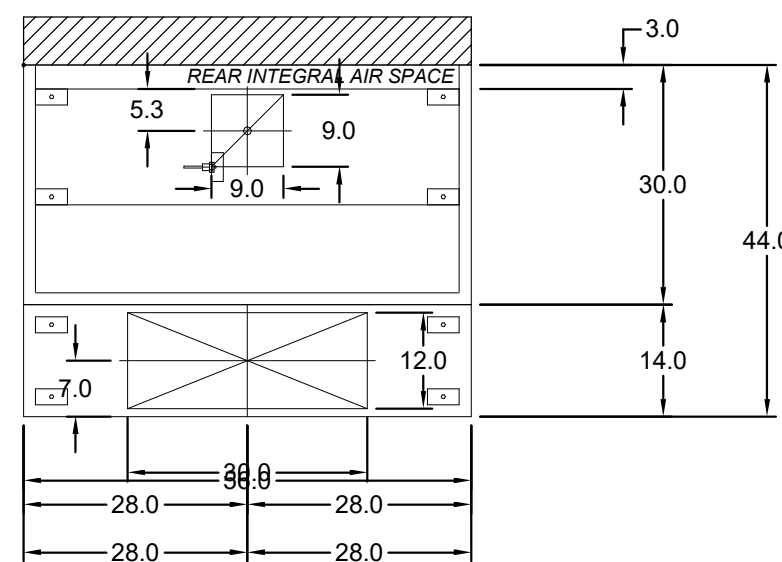
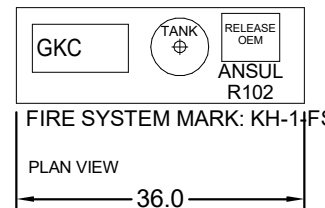
M5.1

HOOD NO.	MARK	MODEL	HOOD DIMENSIONS (IN.)			HOOD CONSTR.	COOKING LOAD / DUTY RATING	TOTAL CFM	EXHAUST					SUPPLY		TOTAL WEIGHT LBS.	SECTION LOCATION
			LENGTH	WIDTH	HEIGHT				COLLAR(S)					MUA CFM	AC CFM		
				TOP 30	FRT 6	4:430 SS WHERE EXPOSED	4:MEDIUM	933	WIDTH	LENGTH	DIA.	CFM	S.P.	746		4:132.3	SINGLE
1	KH-01	GHEP-56-S	56	BOT 17	BACK 24							9	9				

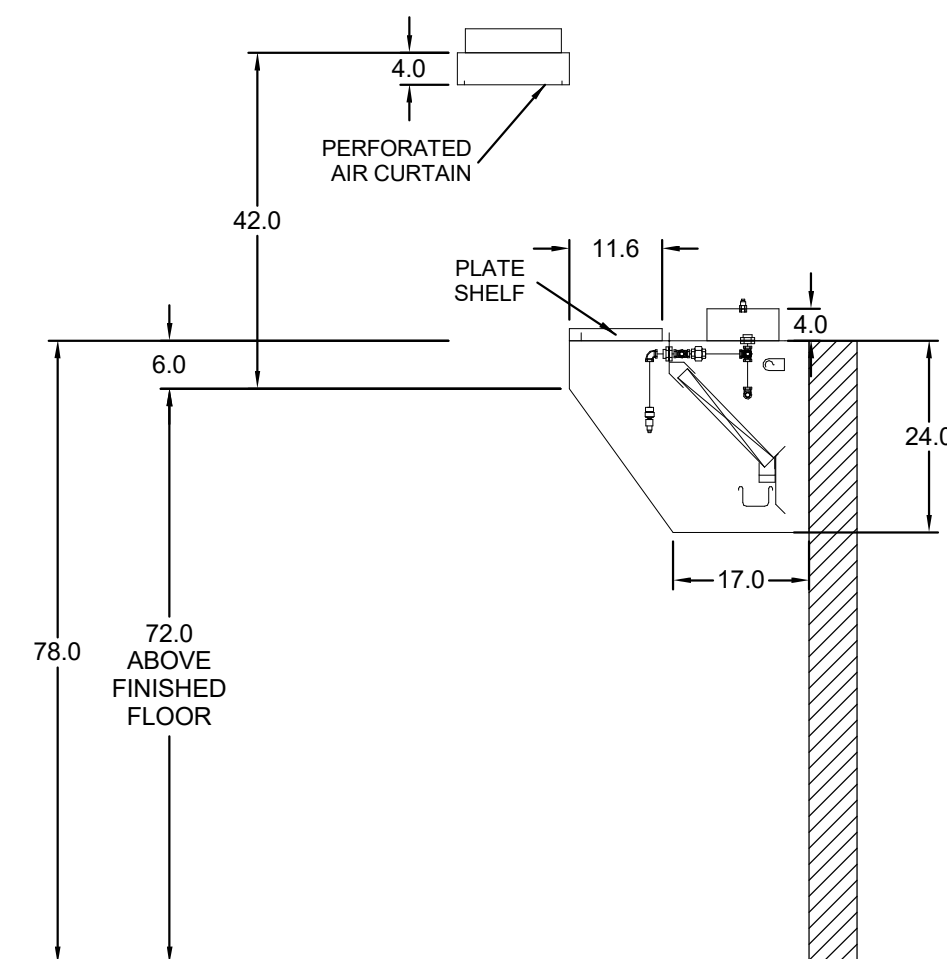
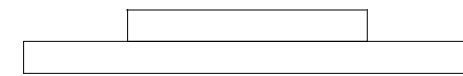
HOOD NO.	MARK	LIGHTING DETAILS			GREASE FILTRATION DETAILS			UTILITY CABINET(S)					
		FIXTURE TYPE BULB / LAMP INFO	QTY	FOOT CANDLES	TYPE / MODEL MATERIAL	QTY	SIZE (IN.)		LOCATION	FIRE SYSTEM		CONTROLS	
							L	H		TYPE	SIZE	MODEL	INTERFACE
1	KH-01				BAFFLE STAINLESS STEEL	2	16	16					
						1	20						

HOOD NO.	MARK	POS.	TYPE	SIZE (IN.)			INSULATED	DAMPER(S)	LED LIGHT(S)		TOTAL CFM	COLLARS								
				L	W	H			SUPPLIED	QTY		TYPE	MOUNTING	QTY	W	L	DIA.	CFM	S.P.	VEL.
1	KH-01	FRONT	ASP	56	14	4	NO	YES	NO		746	MUA	FACTORY	1	12	30		746	0.12	298

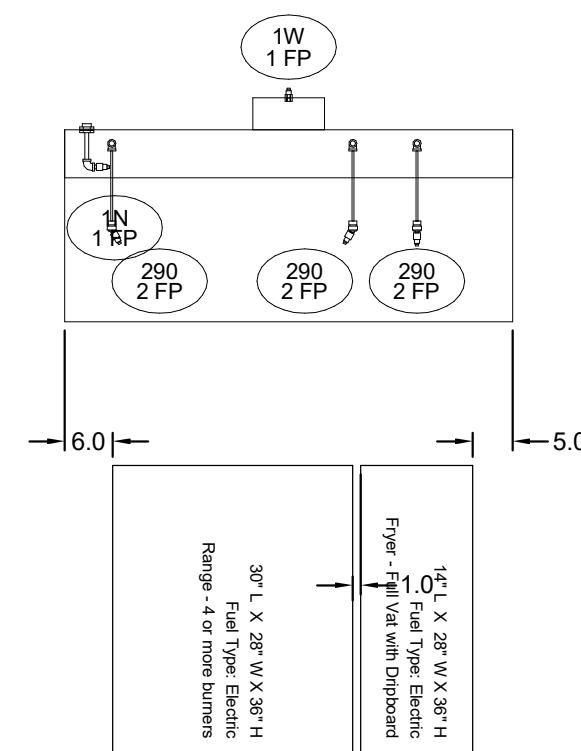
UL 710 LISTED W/ OUT EXHAUST FIRE DAMPER - UL #MH11726
BACK INTEGRAL AIR SPACE - 3 IN WIDE
FACTORY MOUNTED EXHAUST COLLAR(S)
WALL UTILITY CABINET 24 IN HIGH 36 IN LONG 12 IN WIDE
PERFORMANCE ENHANCING LIP (PEL) TECHNOLOGY
STANDING SEAM CONSTRUCTION FOR SUPERIOR STRENGTH



MARK: KH-01 - SECTION 1
PLAN VIEW



MARK: KH-01
SECTION VIEW



MARK: KH-01 - SECTION 1
ELEVATION VIEW

UTILITY CABINET DETAIL

OPEN TOP FOR ACCESS FOR PIPING AND/OR WIRING

NOTES:
REFERENCE EQUIPMENT SCHEDULE FOR CABINET LOCATION

24" REQUIRED FROM CABINET DOOR TO ALLOW ACCESS TO UTILITY CABINET COMPONENTS.

UTILITY CABINET TOP IS OPEN FOR ACCESSIBILITY TO POWERSOURCE / COMPONENT CONNECTIONS FROM THE CEILING

LIFT OUT DOOR

24.0

12.0

The diagram shows a 3D perspective of a utility cabinet. The top is open, and the front door is shown being lifted out. Dimensions include a height of 24.0 and a width of 12.0. Arrows indicate the 'LIFT OUT DOOR' and the 'OPEN TOP' for access to piping and wiring. Notes specify a 24-inch clearance from the door and that the top is open for accessibility to power source/component connections from the ceiling.

HOOD HANGING HEIGHT FOR FIRE SYSTEMS

VERIFICATION OF HOOD HANGING HEIGHT ABOVE FINISHED FLOOR (A.F.F.) IS REQUIRED FOR CORRECT PLACEMENT OF FIRE SYSTEM NOZZLES.

☐ RECOMMENDED HANGING HEIGHT = 72" FROM FINISHED FLOOR TO LOWER FRONT EDGE OF HOOD.

☐ OTHER HANGING HEIGHT = _____" FROM FINISHED FLOOR TO LOWER EDGE OF HOOD.

SUPPLY PLENUM HANGER BRACKET DETAIL

The diagram illustrates the dimensions and components of a supply plenum hanger bracket. Key features include:

- TYPICAL HANGER BRACKET:** Points to the bracket structure.
- SUPPLY PLENUM LENGTH:** Indicates the length of the supply plenum.
- Dimensions:**
 - Bracket width: 3.6
 - Bracket height: 2.6
 - Plenum width: 3.6
 - Plenum height: 2.6

HOOD HANGER BRACKET DETAIL
FOR BACKSHELF HOODS

TYPICAL HOOD HANGING METHOD

14.4

THREADED ROD (1/2")

WASHER

HANGER BRACKET

1/2" NUT

3.6

SECTION LENGTH

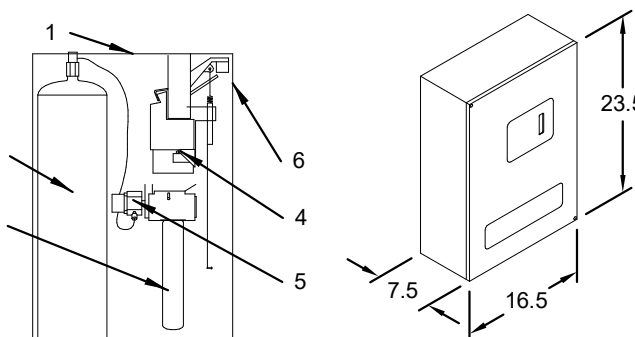
3.6

TYPICAL HANGER BRACKET

MARK	MODEL	LOCATION	FLOW POINTS		SUPPLY LINE	DETECTION	MARK(S) PROTECTED BY FIRE SYSTEM
			HOODS	PCU			
KH-1-FS	ANSUL R-102 WET CHEMICAL	WALL CABINET – ON KH-01	8 UTILIZED 11 AVAILABLE		CONTINUOUS	FUSIBLE LINK	KH-01 SECTION 1

FULL INSTALLATION (INCLUDES PRE-PIPED HOOD(S) WITH DETECTION AND FACTORY COORDINATED INSTALL)
CHROME SLEEVES FOR FACTORY PROVIDED APPLIANCES DROPS - INCLUDED
METAL BLOW-OFF CAPS - INCLUDED
GAS VALVE - INCLUDED - ELECTRICAL SHUTOFF VALVE, 2", 110V, 60HZ - PART# ELECTRICSHUTOFFVALVE200
HOOD SUPPRESSION TANK - INCLUDED - 3 GAL. - [(1) 3.0 TANK(S)]
REMOTE PULL STATION - STANDARD - FIELD INSTALLATION AT SINGLE POINT OF EGRESS
HORN STROBE - QUANTITY 1 - INCLUDED - DISTRIBUTOR INSTALLED

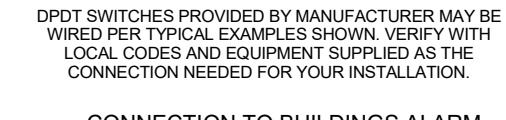
1. STAINLESS STEEL ENCLOSURE
2. AGENT STORAGE TANK
3. EXPULSION GAS CARTRIDGE
4. ANSUL AUTOMAN RELEASE
5. REGULATOR
6. KNOCKOUT FOR WIRING MICROSWITCH



NOT TO SCALE

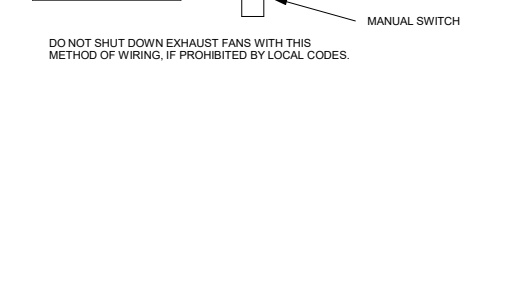
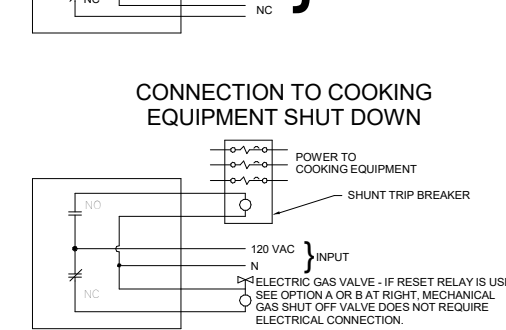
WET CHEMICAL FIRE PROTECTION SYSTEM TO BE ANSUL R-102, DESIGNED IN COMPLIANCE WITH UL 300 REQUIREMENTS.

- VERIFICATION OF ALL COOKING EQUIPMENT MAKE, MODEL AND LOCATION REQUIRED FOR ALL FIRE PROTECTION SYSTEMS.
- ALL FIRE SYSTEM PIPING IS STANDARDLY TO THE RIGHT END OF THE HOOD UNLESS A WALL IS LOCATED ON THE RIGHT END.
- ANSUL AUTOMAN RELEASE TO BE LOCATED WITHIN 60" OF HOOD.



CONNECTION TO BUILDINGS ALARM

NO INPUT NO } VOLTAGE FREE CONTACTS FOR BUILDING ALARMS

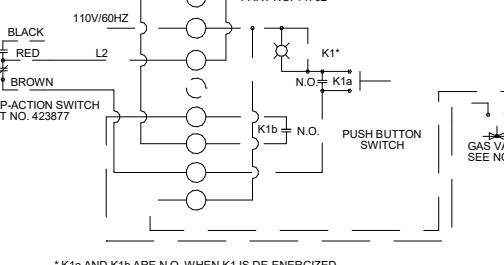


ELECTRICAL SHUT OFF

AND CONNECTION TO COOKING EQUIPMENT SHUT DOWN

OPTION A
RELAY PART #14702

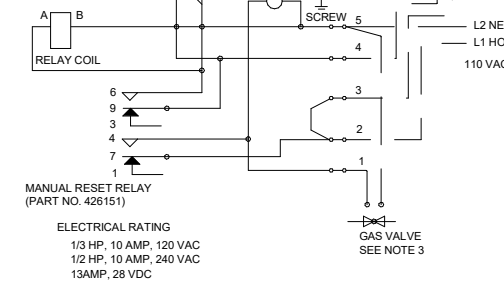
L1 MANUAL RESET RELAY
PART NO. 14702



ANSUL SNAP-ACTION SWITCH
(SWITCH CONTACTS SHOWN WITH ANSUL
AUTOMAN IN THE COCKED POSITION)

RESET POWER INDICATOR GND

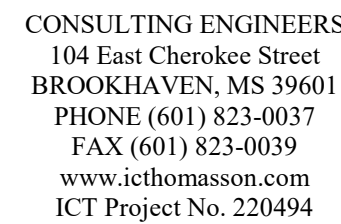
BLACK
RED
BROWN



NOTES:

1. _____ DENOTES FIELD INSTALLATION.
2. _____ DENOTES FACTORY INSTALLATION.
3. DO NOT USE BLACK WIRE ON SNAP-ACTION SWITCH IN NORMAL INSTALLATION. BLACK WIRE TO BE USED ONLY FOR EXTRANEIOUS ALARM, LIGHT CIRCUITS, ETC.

4. GAS VALVES: "UL LISTED ELECTRICALLY-OPERATED SAFETY VALVE FOR NATURAL, OR LP GAS AS NEEDED OF APPROPRIATE PRESSURE AND TEMPERATURE RATING, 110V/60 HZ" OR ANSUL GAS VALVES, PART NUMBERS 13707, 13708, 13709, 13710 AND 17843.



REV #	REV DATE

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SHEET TITLE
FOOD SERVICE DETAILS - HVAC

PROJECT JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER

M5.2



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10-10-2022

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FD

HEIGHT		
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SYMBOLS GENERAL NOTES:

- A. ALL MOUNTING HEIGHTS GIVEN IN THE LEGEND, SCHEDULES, PLANS, AND DRAWING NOTES ARE TO THE CENTERLINE OF THE DEVICE, UNLESS OTHERWISE NOTED.
- B. INSTALL ALL SWITCHES AT A CENTERLINE HEIGHT OF 46" A.F.F. UNLESS OTHERWISE NOTED. WHERE SWITCHES OR RECEPTACLES ARE MOUNTED ABOVE CASEWORK OR MILLWORK, LOCATE AT A HEIGHT OF 3'-8" MAX. ABOVE FINISH FLOOR OR 3" ABOVE BACKSPASH TO CENTERLINE.
- C. SEE ARCHITECTURAL MOUNTING HEIGHTS.
- D. ADDITIONAL SYMBOLS MAY BE SHOWN OR DENOTED ON OTHER SHEETS.
- E. ALL SYMBOLS, NOTES, AND ABBREVIATIONS SHOWN ON THE LEGEND ARE NOT NECESSARILY USED IN THIS SET OF CONTRACT DOCUMENTS.
- F. NUMERICAL SUBSCRIPT ADJACENT TO DEVICE FIXTURE, EQUIPMENT OR JUNCTION BOX SYMBOL ON THE DRAWINGS DENOTES THE PANELBOARD CIRCUIT NUMBER TO WHICH DEVICE, FIXTURE, EQUIPMENT OR WIRING IN JUNCTION BOX IS CONNECTED.



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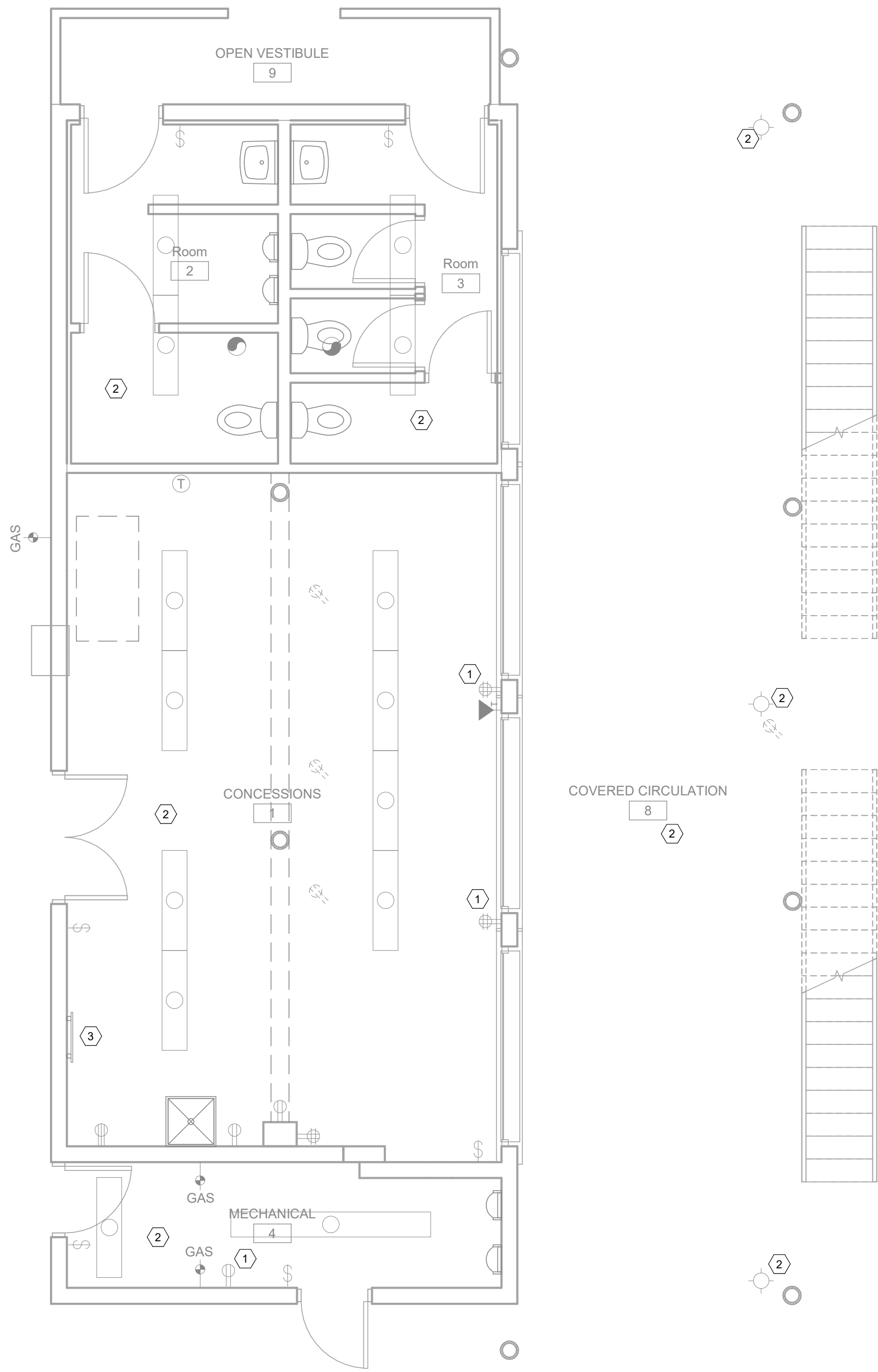
SHEET TITLE
EXISTING FIRST FLOOR PLAN -
ELECTRICAL

PROJECT
JAYCEE PARK IMPROVEMENTS
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER

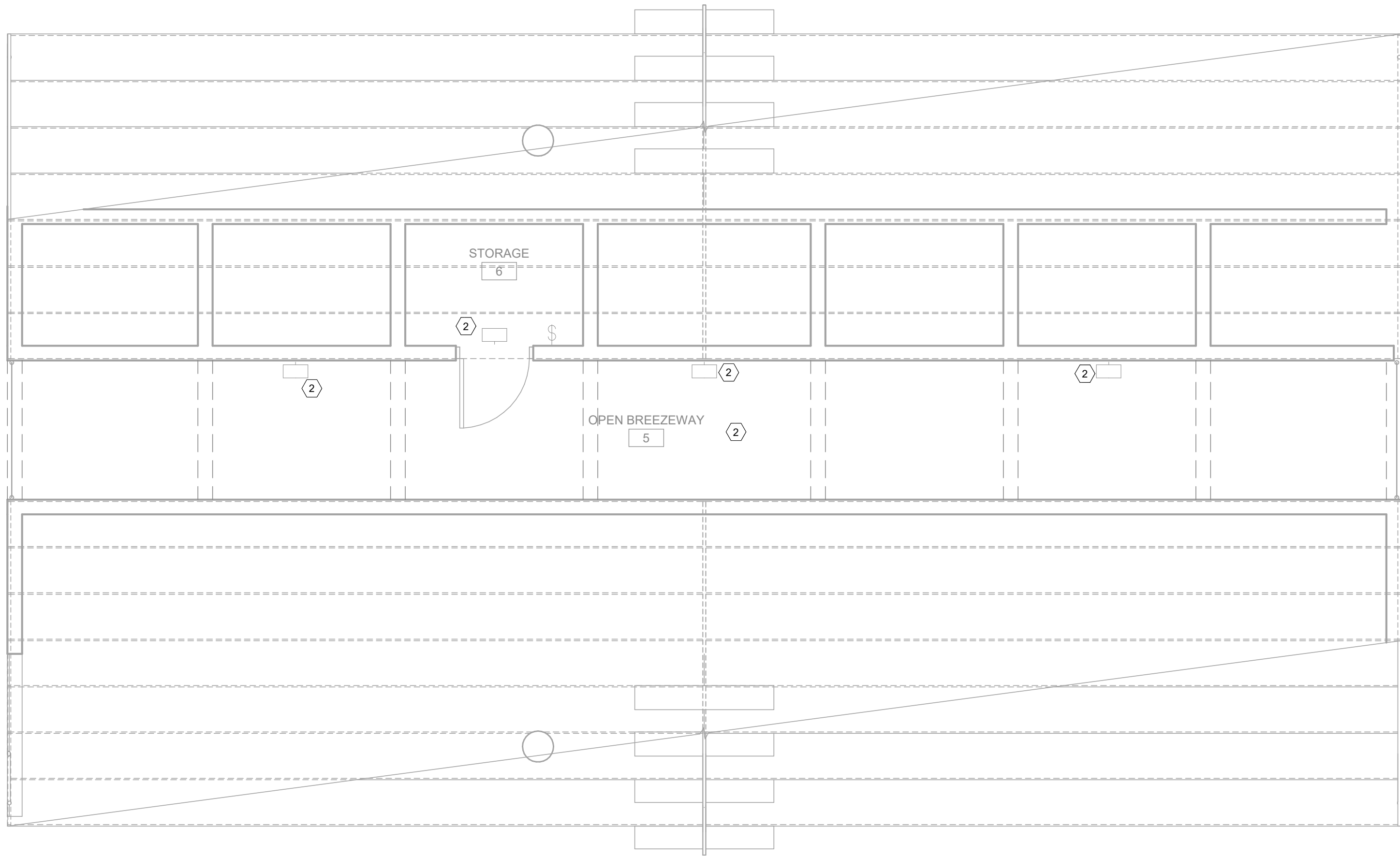
E1.0



- KEYED NOTES: ○
1. DEMO RECEPTACLE, WIRING, BOX AND CONDUIT FROM WALL.
 2. DEMO ALL LIGHTING, WIRING, SWITCHES, BOX AND CONDUIT.
 3. EXISTING TBB.

1 EXISTING FIRST FLOOR PLAN - ELECTRICAL

1/4" = 1'-0"



DEMOLITION NOTES:

- CONTRACTOR TO REFER TO ELECTRICAL LEGEND FOR DESCRIPTION OF EXISTING ELECTRICAL ITEMS SHOWN ON DEMOLITION DRAWINGS.
- CONTRACTOR TO REMOVE ALL EXISTING ELECTRICAL EQUIPMENT FROM EXISTING WALLS BEING REMOVED UNDER THIS CONTRACT. ALL EXISTING CONDUIT AND WIRING FEEDING ELECTRICAL EQUIPMENT TO BE REMOVED OR TERMINATED AS DESCRIBED BELOW:
 - CONDUIT FEEDING EQUIPMENT FROM SLAB TO BE CUT OFF BELOW SLAB AND ABANDONED WITH HOLE IN SLAB BEING PATCHED BACK TO MATCH EXISTING.
 - CONDUIT FEEDING EQUIPMENT FROM ABOVE CEILING TO BE DISCONNECTED AND REMOVED BACK TO SOURCE. DAMAGE TO CEILINGS TO BE REPLACED OR REPAIRED TO MATCH EXISTING.
 - CONTRACTOR TO MAINTAIN THE INTEGRITY OF ALL EXISTING FEED-THROUGH CIRCUITRY WHERE EXISTING ELECTRICAL EQUIPMENT HAS BEEN REMOVED FROM MIDPOINT OF CIRCUIT. NEW WIRE TO BE PULLED THE ENTIRETY OF CIRCUIT.
- EXISTING CIRCUIT BREAKERS FEEDING EXISTING LIGHTING, RECEPTACLES, OR EQUIPMENT, WHERE ENTIRE CIRCUIT HAS BEEN REMOVED, TO BE LABELED "SPARE". REUSE "SPARE" CIRCUIT BREAKERS WHERE NOTED ON DRAWINGS.
- ALL EXISTING WALLS, CEILINGS, FLOOR SLABS, ETC., BEING CUT OR DAMAGED UNDER THIS CONTRACT TO BE PATCHED BACK TO MATCH EXISTING FINISH AND FIRE PROTECTION RATING.
- ALL EXISTING LIGHTING FIXTURES BEING RELOCATED TO BE TAKEN DOWN, CLEANED, BALLASTS, LENSES, AND LAMPS REPLACED AS REQUIRED; AND LOCATED WHERE SHOWN ON LIGHTING PLANS.
- ALL EXISTING LIGHTING FIXTURES, RECEPTACLES, SWITCHES, ETC., BEING REMOVED AND NOT BEING RELOCATED, TO BE CLEANED AND TURNED OVER TO THE OWNER'S REPRESENTATIVE.
- CONTRACTOR TO MAINTAIN THE INTEGRITY OF ALL EXISTING CIRCUITRY TO REMAIN.
- ALL ELECTRICAL EQUIPMENT SHOWN IS FROM ORIGINAL CONTRACT DOCUMENTS AND IS TO BE USED AS GUIDE FOR POSSIBLE EQUIPMENT LOCATIONS. CONTRACTOR TO FIELD VERIFY FOR EXACT LOCATIONS AND QUANTITIES.



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SHEET TITLE
FIRST FLOOR RENOVATION PLAN -
LIGHTING

PROJECT
JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

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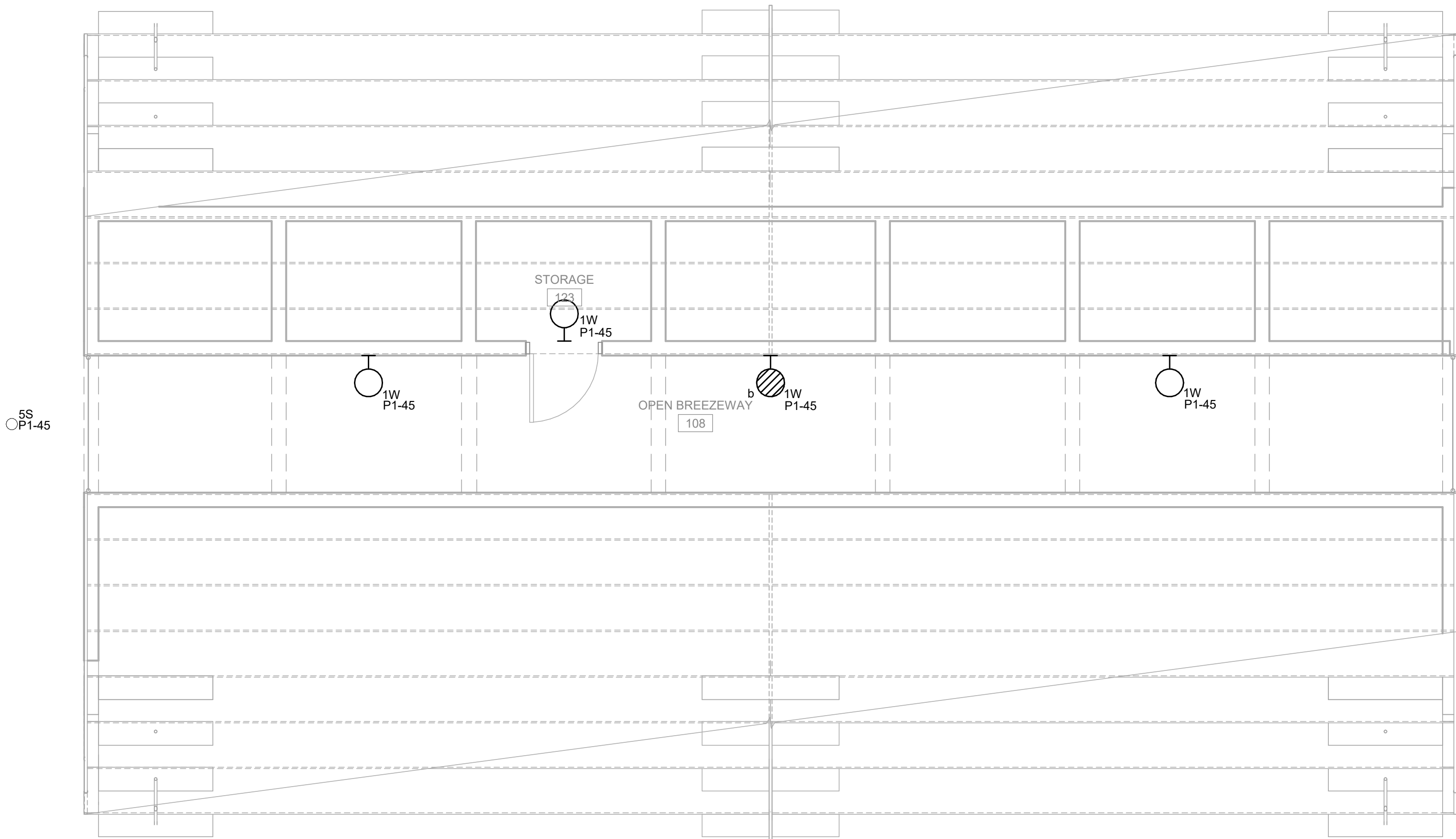
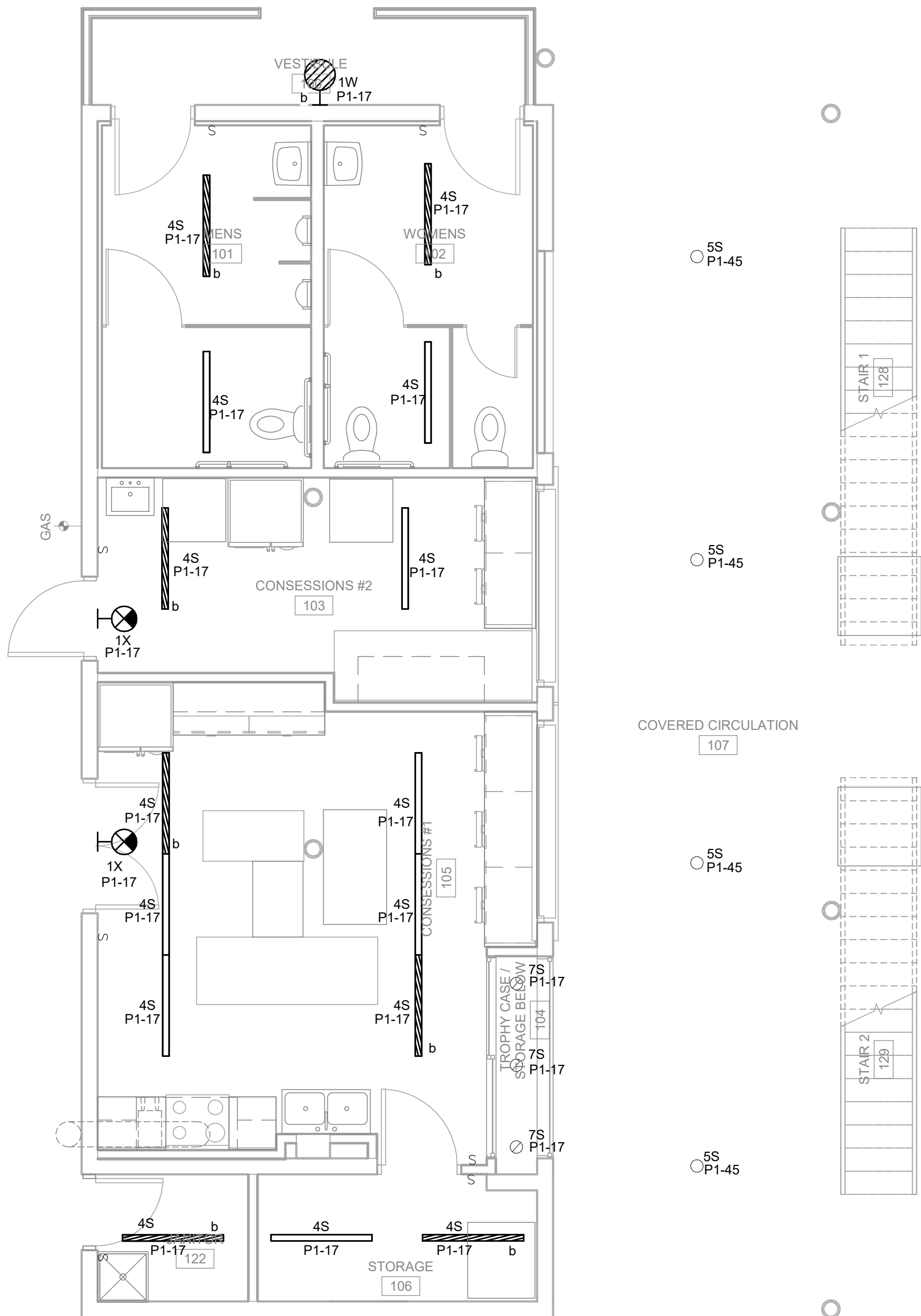
E1.1

Lighting Fixture Schedule

Type	Manufacturer	Model	Description	Apparent Load
1W	LUMARK	AXCS1ARL	WALL PACK	14 VA
1X	SURE LITES	LRP-1/2-RMR-120/277	EXIT LIGHT	1 VA
2W	PORTFOLIO	LERSWM6B-30	6" SHALLOW WALL MOUNTED DOWNLIGHT	28 VA
4S	LUMARK	4SNLED-LD5-46SL-SLC-UNV-840-CD1-U	LENSED LED STRIP LIGHT	35 VA
5S	HALO	SMD14R209S 4000K WHE	ROUND SURFACE MOUNT DOWNLIGHT	27 VA
6S	LUMARK	CLCS15	SURFACE CANOPY LIGHT	40 VA
7S	HALO	SMD6R 12 9S WH	6" SURFACE MOUNT WET LOCATION LIGHT	18 VA
21R	PORTFOLIO	LD6B10D010 EU6B10208040 6LBML1	6" RECESSED DOWNLIGHT	11 VA

LIGHTING GENERAL NOTES:

A. SUFFIX "b" ON FIXTURE INDICATES FIXTURE IS TO BE SUPPLIED WITH EMERGENCY BATTERY PACK.



LIGHTING GENERAL NOTES:

- UNLESS OTHERWISE NOTED, 120V, 20A/1P BREAKERS SHALL UTILIZE #12 AWG CONDUCTORS. EXCEPTION: WHERE BRANCH CIRCUIT IS IN EXCESS OF 125 LINEAR FEET, CONDUCTORS SHALL BE #10 AWG. EQUIPMENT GROUNDING CONDUCTOR SHALL MATCH PHASE CONDUCTOR FOR 20A/1P CIRCUITS.
- COORDINATE EXACT LOCATIONS OF LIGHTING FIXTURES IN MECHANICAL ROOMS WITH MECHANICAL DUCTWORK AND EQUIPMENT PRIOR TO ROUGH-IN.
- MAINTAIN A MINIMUM SEPARATION OF 24" BETWEEN CENTERLINE OF ALL LIGHT SWITCHES SET INTO OPPOSITE SIDES OF ALL SOUND ISOLATION WALLS. WHERE ABOVE NOTED CONDITION OCCURS AND REQUIRES A CONDUIT CONNECTION BETWEEN BOXES, UTILIZE FLEXIBLE TYPE CONDUIT.
- MULTIWIRE BRANCH CIRCUITS SHALL BE INSTALLED PER ARTICLE 210.4 OF THE NEC. EACH MULTIWIRE CIRCUIT SHALL BE PROVIDED WITH A MEANS THAT WILL SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT WHERE THE BRANCH CIRCUIT ORIGINATES.
- REFER TO ARCHITECTURAL INTERIOR ELEVATIONS DRAWINGS FOR EXACT LOCATION AND ORIENTATION OF SWITCHES.
- CIRCUIT ALL EXIT SIGNS AND EMERGENCY BALLAST AHEAD OF SWITCHING.

1 FIRST FLOOR RENOVATION PLAN - LIGHTING
1/4" = 1'-0"



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SHEET TITLE
EXISTING SECOND FLOOR PLAN -
ELECTRICAL

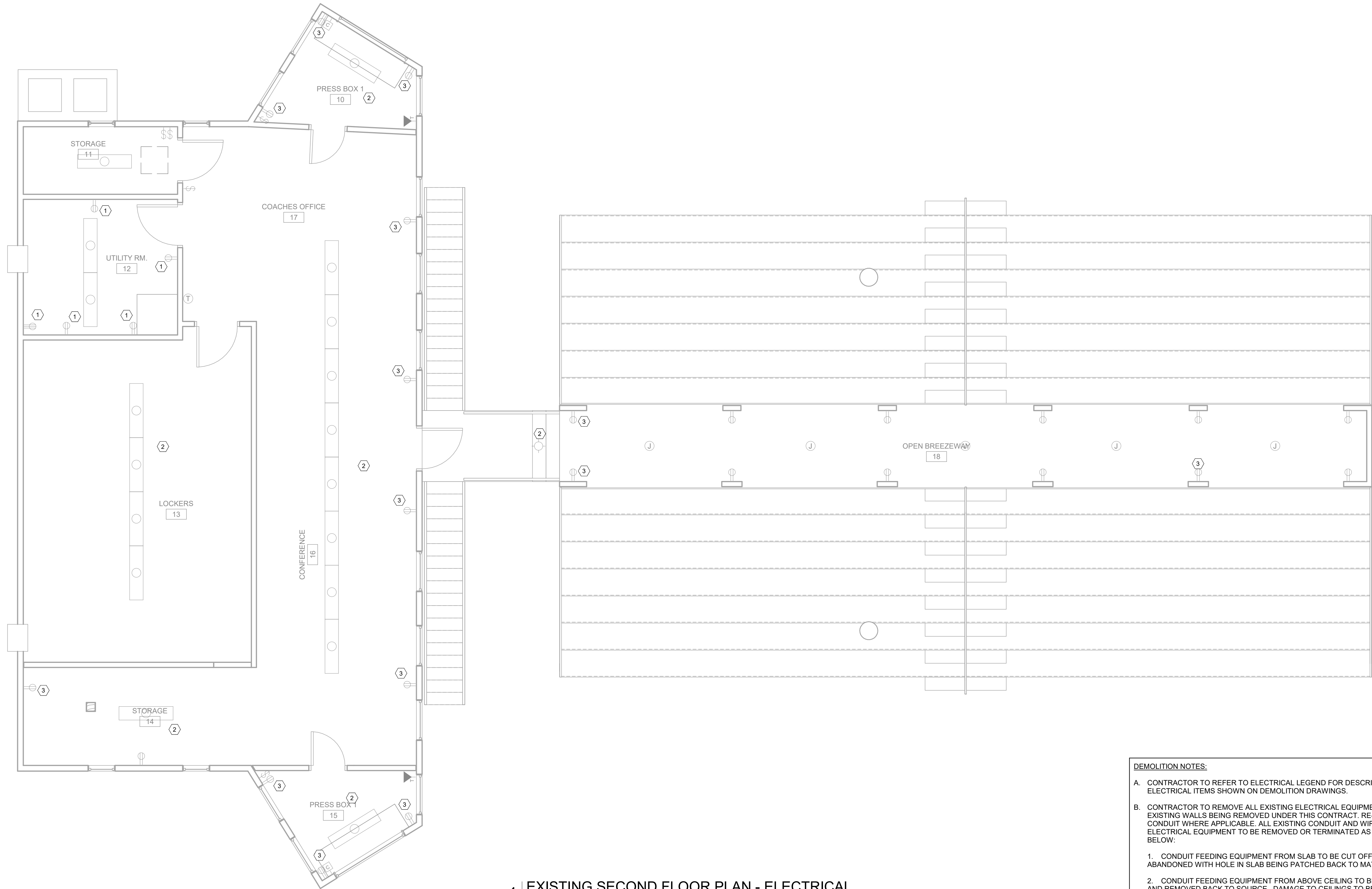
PROJECT
JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922

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E1.2



- KEYED NOTES: ○
1. DEMO RECEPTACLE, WIRING, BOX AND CONDUIT FROM WALL. RE-USE EXISTING CONDUIT WHERE APPLICABLE.
 2. DEMO ALL LIGHTING, WIRING, SWITCHES, BOX AND CONDUIT.
 3. EXISTING RECEPTACLE TO REMAIN.

1 EXISTING SECOND FLOOR PLAN - ELECTRICAL

1/4" = 1'-0"

- DEMOLITION NOTES:
- A. CONTRACTOR TO REFER TO ELECTRICAL LEGEND FOR DESCRIPTION OF EXISTING ELECTRICAL ITEMS SHOWN ON DEMOLITION DRAWINGS.
 - B. CONTRACTOR TO REMOVE ALL EXISTING ELECTRICAL EQUIPMENT FROM EXISTING WALLS BEING REMOVED UNDER THIS CONTRACT. RE-USE EXISTING CONDUIT WHERE APPLICABLE. ALL EXISTING CONDUIT AND WIRING FEEDING ELECTRICAL EQUIPMENT TO BE REMOVED OR TERMINATED AS DESCRIBED BELOW:
 1. CONDUIT FEEDING EQUIPMENT FROM SLAB TO BE CUT OFF BELOW SLAB AND ABANDONED WITH HOLE IN SLAB BEING PATCHED BACK TO MATCH EXISTING.
 2. CONDUIT FEEDING EQUIPMENT FROM ABOVE CEILING TO BE DISCONNECTED AND REMOVED BACK TO SOURCE. DAMAGE TO CEILINGS TO BE REPLACED OR REPAIRED TO MATCH EXISTING.
 3. CONTRACTOR TO MAINTAIN THE INTEGRITY OF ALL EXISTING FEED-THROUGH CIRCUITRY WHERE EXISTING ELECTRICAL EQUIPMENT HAS BEEN REMOVED FROM MIDPOINT OF CIRCUIT. NEW WIRE TO BE PULLED THE ENTIRETY OF CIRCUIT.
 - C. EXISTING CIRCUIT BREAKERS FEEDING EXISTING LIGHTING, RECEPTACLES, OR EQUIPMENT, WHERE ENTIRE CIRCUIT HAS BEEN REMOVED, TO BE LABELED "SPARE". REUSE "SPARE" CIRCUIT BREAKERS WHERE NOTED ON DRAWINGS.
 - D. ALL EXISTING WALLS, CEILINGS, FLOOR SLABS, ETC., BEING CUT OR DAMAGED UNDER THIS CONTRACT TO BE PATCHED BACK TO MATCH EXISTING FINISH AND FIRE PROTECTION RATING.
 - E. ALL EXISTING LIGHTING FIXTURES BEING RELOCATED TO BE TAKEN DOWN, CLEANED, BALLASTS, LENSES, AND LAMPS REPLACED AS REQUIRED; AND LOCATED WHERE SHOWN ON LIGHTING PLANS.
 - F. ALL EXISTING LIGHTING FIXTURES, RECEPTACLES, SWITCHES, ETC., BEING REMOVED AND NOT BEING RELOCATED, TO BE CLEANED AND TURNED OVER TO THE OWNER'S REPRESENTATIVE.
 - G. CONTRACTOR TO MAINTAIN THE INTEGRITY OF ALL EXISTING CIRCUITRY TO REMAIN.
 - H. ALL ELECTRICAL EQUIPMENT SHOWN IS FROM ORIGINAL CONTRACT DOCUMENTS AND IS TO BE USED AS GUIDE FOR POSSIBLE EQUIPMENT LOCATIONS. CONTRACTOR TO FIELD VERIFY FOR EXACT LOCATIONS AND QUANTITIES.



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REVISION SCHEDULE

REV # REV DATE

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SHEET TITLE
SECOND FLOOR RENOVATION
PLAN - LIGHTING

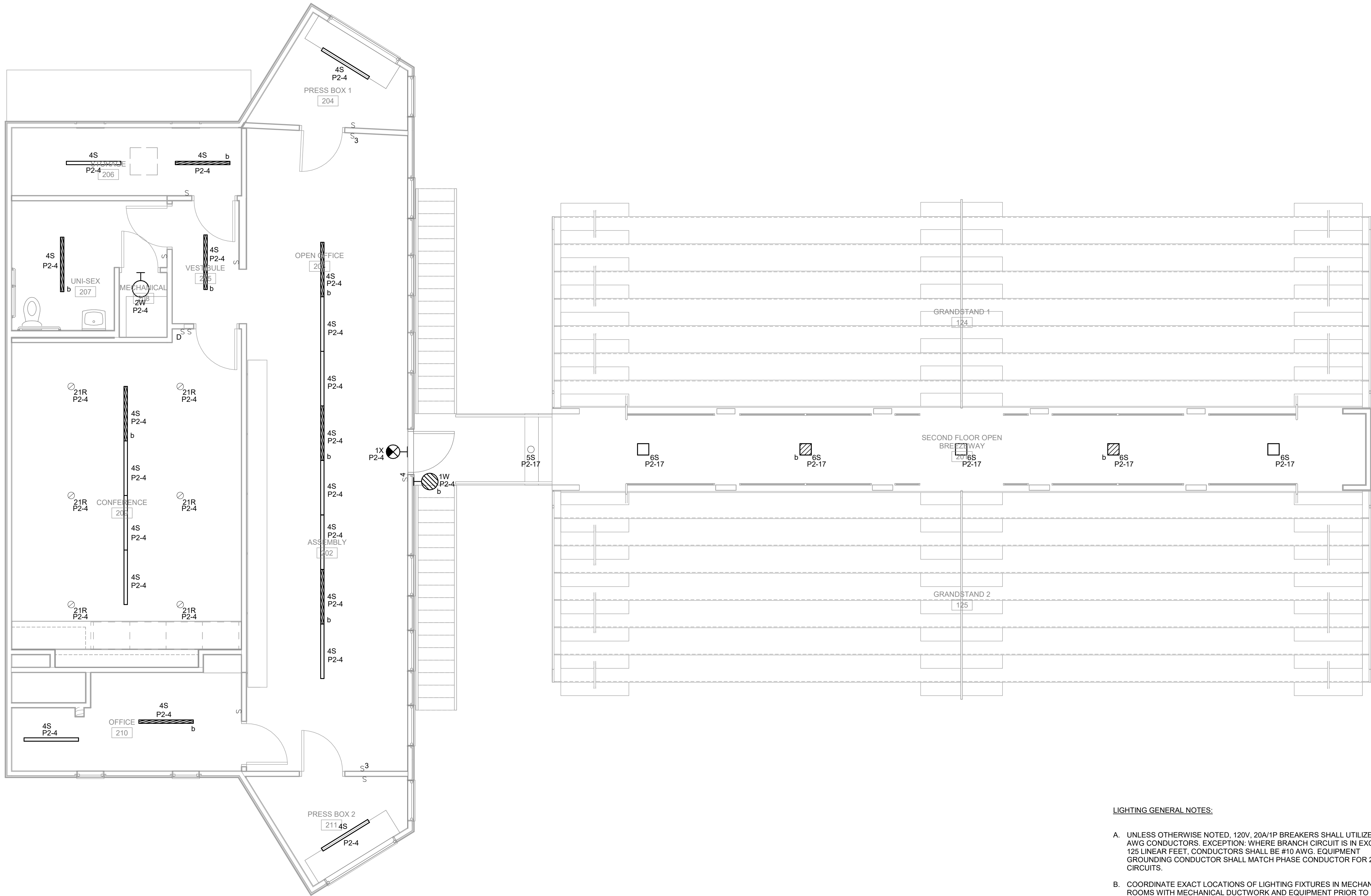
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SHEET NUMBER

E1.3



LIGHTING GENERAL NOTES:

- A. UNLESS OTHERWISE NOTED, 120V, 20A/1P BREAKERS SHALL UTILIZE #12 AWG CONDUCTORS. EXCEPTION: WHERE BRANCH CIRCUIT IS IN EXCESS OF 125 LINEAR FEET, CONDUCTORS SHALL BE #10 AWG. EQUIPMENT GROUNDING CONDUCTOR SHALL MATCH PHASE CONDUCTOR FOR 20A/1P CIRCUITS.
- B. COORDINATE EXACT LOCATIONS OF LIGHTING FIXTURES IN MECHANICAL ROOMS WITH MECHANICAL DUCTWORK AND EQUIPMENT PRIOR TO ROUGH-IN.
- C. MAINTAIN A MINIMUM SEPARATION OF 24" BETWEEN CENTERLINE OF ALL LIGHT SWITCHES SET INTO OPPOSITE SIDES OF ALL SOUND ISOLATION WALLS. WHERE ABOVE NOTED CONDITION OCCURS AND REQUIRES A CONDUIT CONNECTION BETWEEN BOXES, UTILIZE FLEXIBLE TYPE CONDUIT.
- D. MULTIWIRE BRANCH CIRCUITS SHALL BE INSTALLED PER ARTICLE 210.4 OF THE NEC. EACH MULTIWIRE CIRCUIT SHALL BE PROVIDED WITH A MEANS THAT WILL SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT WHERE THE BRANCH CIRCUIT ORIGINATES.
- E. REFER TO ARCHITECTURAL INTERIOR ELEVATIONS DRAWINGS FOR EXACT LOCATION AND ORIENTATION OF SWITCHES.
- F. CIRCUIT ALL EXIT SIGNS AND EMERGENCY BALLAST AHEAD OF SWITCHING.

1 SECOND FLOOR RENOVATION PLAN - LIGHTING
1/4" = 1'-0"



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SHEET TITLE
FIRST FLOOR RENOVATION PLAN -
POWER

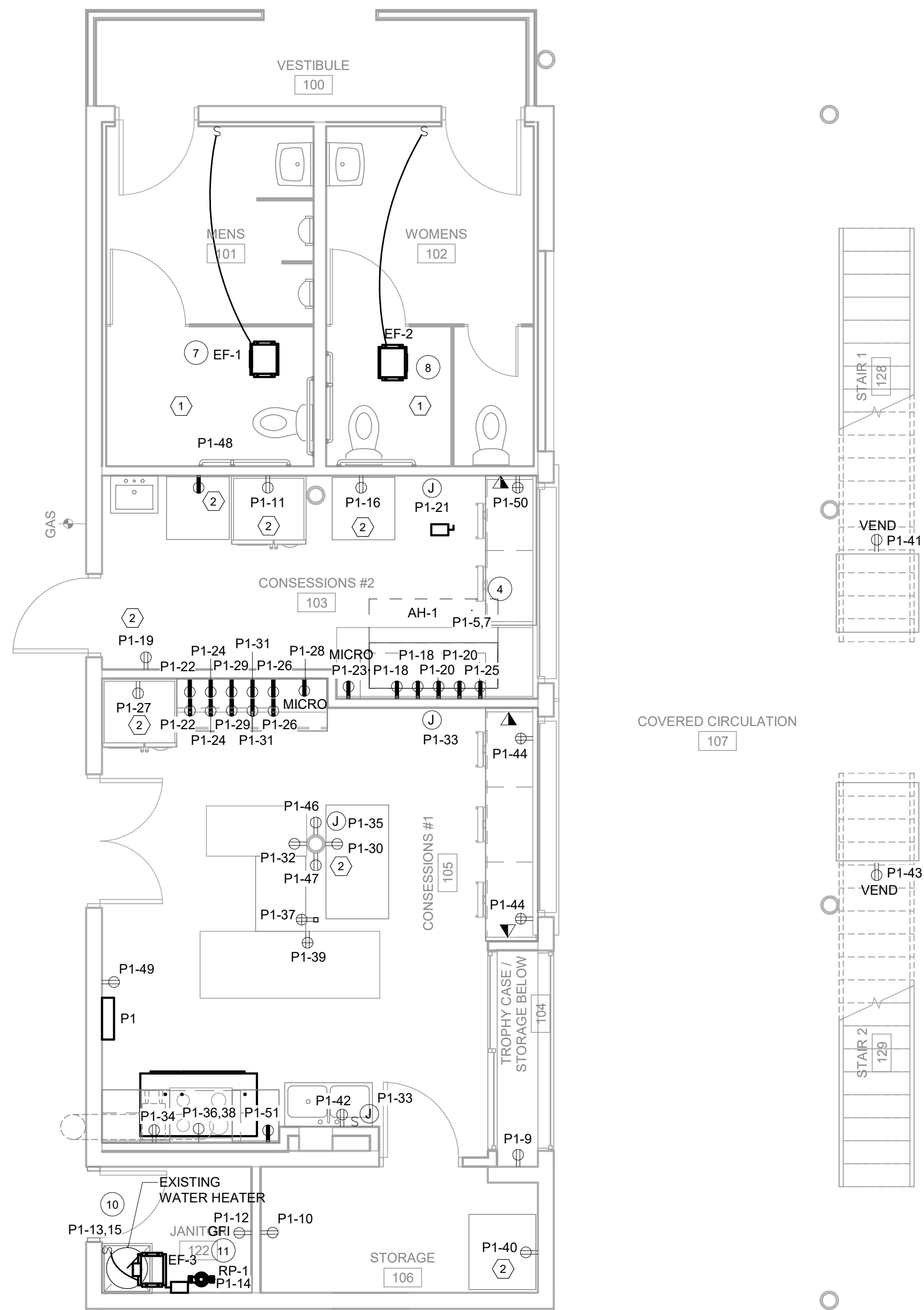
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E2.1



KEYED NOTES: ○

1. RECONNECT EXISTING CIRCUITS TO PANEL P1.
2. VERIFY CONNECTION TO OWNER'S EQUIPMENT WITH OWNER/VENDOR.

1 FIRST FLOOR RENOVATION PLAN - POWER

1/4" = 1'-0"

POWER GENERAL NOTES:

- UNLESS OTHERWISE NOTED, 120V, 20A/1P BREAKERS SHALL UTILIZE #12 AWG CONDUCTORS. EXCEPTION: WHERE BRANCH CIRCUIT IS IN EXCESS OF 125 LINEAR FEET, CONDUCTORS SHALL BE #10 AWG. EQUIPMENT GROUNDING CONDUCTOR SHALL MATCH PHASE CONDUCTOR FOR 20A/1P CIRCUITS.
- BRANCH CIRCUIT CONDUCTORS SIZED TO PREVENT VOLTAGE DROP MAY BE REDUCED IN SIZE AS LOAD SUPPLIED BY REMAINING CIRCUIT DECREASES. VOLTAGE DROP SHALL NOT EXCEED THREE PERCENT AT THE FARTHEST BRANCH CIRCUITS.
- MULTIWIRE BRANCH CIRCUITS SHALL BE INSTALLED PER ARTICLE 210.4 OF THE NEC. EACH MULTIWIRE CIRCUIT SHALL BE PROVIDED WITH A MEANS THAT WILL SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT WHERE THE BRANCH CIRCUIT ORIGINATES. I.E. BREAKER HANDLE-TIE.
- MAINTAIN A MINIMUM SEPARATION OF 12" BETWEEN CENTERLINE OF ALL RECEPTACLES SET INTO OPPOSITE SIDES OF ALL SOUND ISOLATION WALLS. WHERE ABOVE NOTED CONDITION OCCURS AND REQUIRES A CONDUIT CONNECTION BETWEEN BOXES, UTILIZE FLEXIBLE TYPE CONDUIT.
- DEVICES INDICATED ON THIS DRAWINGS ARE DIAGRAMMATICAL ONLY. CONTRACTOR SHALL REFER TO ARCHITECTURAL ELEVATIONS FOR LOCATIONS OF OUTLETS, DEVICES, ETC. PRIOR TO ROUGH-IN.
- CONTRACTOR TO UPDATE PANEL DIRECTORY UPON COMPLETION. NEW AND REUSED CIRCUITS ARE TO BE DISTINGUISHED FROM EXISTING AND NOT RE-USED CIRCUITS BY THE USE OF A BOLD TYPE FONT.
- EXTEND RELOCATED MECHANICAL EQUIPMENT CONNECTIONS AS REQUIRED. COORDINATE WITH MECHANICAL CONTRACTOR.



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SHEET TITLE
SECOND FLOOR RENOVATION
PLAN - POWER

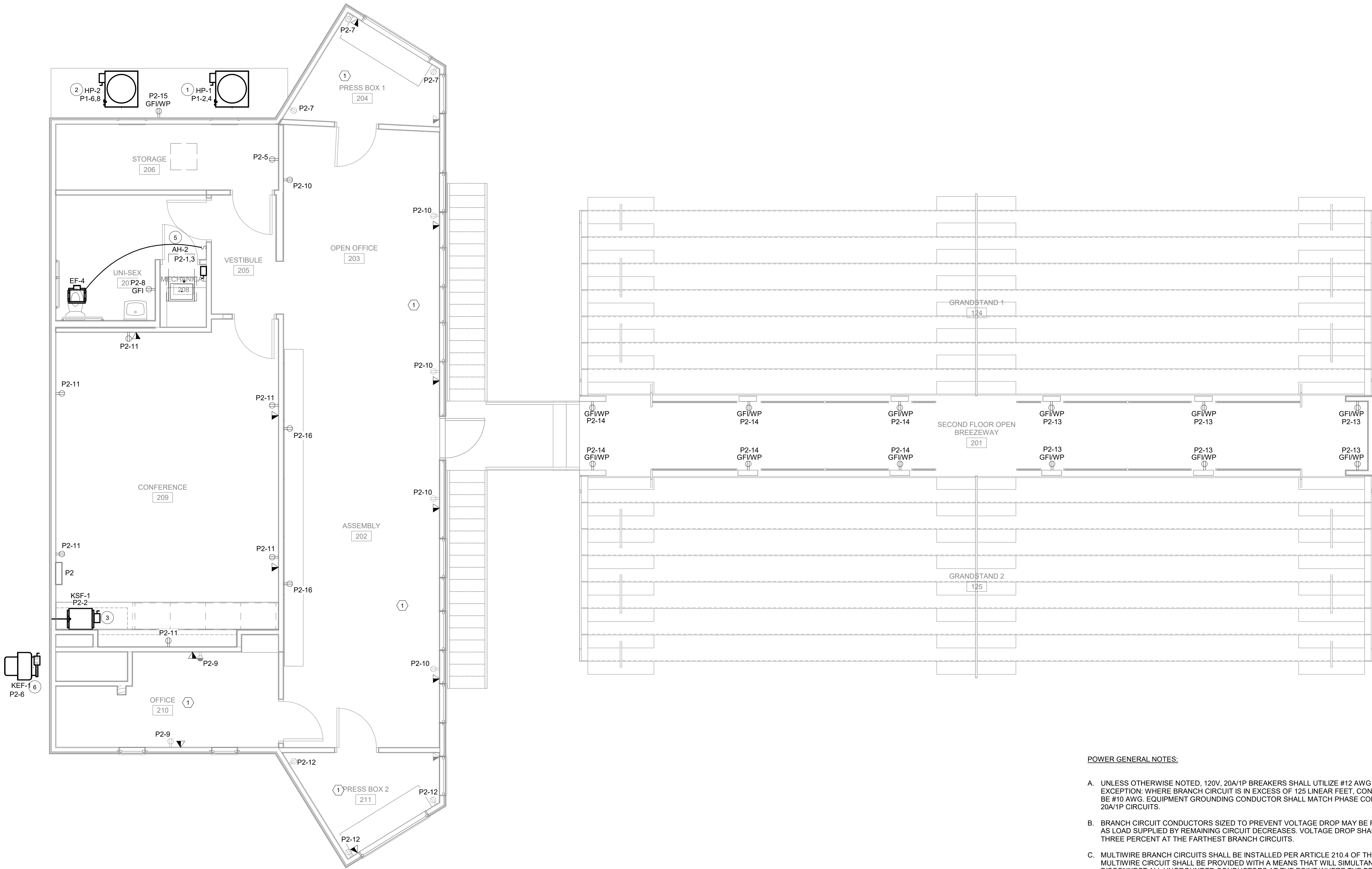
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CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER

E2.2



KEYED NOTES: ○
1. RECONNECT EXISTING CIRCUITS TO PANEL P2.

1 SECOND FLOOR RENOVATION PLAN - POWER

1/4" = 1'-0"

POWER GENERAL NOTES:

- UNLESS OTHERWISE NOTED, 120V, 20A/1P BREAKERS SHALL UTILIZE #12 AWG CONDUCTORS. EXCEPTION: WHERE BRANCH CIRCUIT IS IN EXCESS OF 125 LINEAR FEET, CONDUCTORS SHALL BE #10 AWG. EQUIPMENT GROUNDING CONDUCTOR SHALL MATCH PHASE CONDUCTOR FOR 20A/1P CIRCUITS.
- BRANCH CIRCUIT CONDUCTORS SIZED TO PREVENT VOLTAGE DROP MAY BE REDUCED IN SIZE AS LOAD SUPPLIED BY REMAINING CIRCUIT DECREASES. VOLTAGE DROP SHALL NOT EXCEED THREE PERCENT AT THE FARTHEST BRANCH CIRCUITS.
- MULTIWIRE BRANCH CIRCUITS SHALL BE INSTALLED PER ARTICLE 210.4 OF THE NEC. EACH MULTIWIRE CIRCUIT SHALL BE PROVIDED WITH A MEANS THAT WILL SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT WHERE THE BRANCH CIRCUIT ORIGINATES. I.E. BREAKER HANDLE-TIE.
- MAINTAIN A MINIMUM SEPARATION OF 12" BETWEEN CENTERLINE OF ALL RECEPTACLES SET INTO OPPOSITE SIDES OF ALL SOUND ISOLATION WALLS. WHERE ABOVE NOTED CONDITION OCCURS AND REQUIRES A CONDUIT CONNECTION BETWEEN BOXES, UTILIZE FLEXIBLE TYPE CONDUIT.
- DEVICES INDICATED ON THIS DRAWINGS ARE DIAGRAMMATICAL ONLY. CONTRACTOR SHALL REFER TO ARCHITECTURAL ELEVATIONS FOR LOCATIONS OF OUTLETS, DEVICES, ETC. PRIOR TO ROUGH-IN.
- CONTRACTOR TO UPDATE PANEL DIRECTORY UPON COMPLETION. NEW AND REUSED CIRCUITS ARE TO BE DISTINGUISHED FROM EXISTING AND NOT RE-USED CIRCUITS BY THE USE OF A BOLD TYPE FONT.
- EXTEND RELOCATED MECHANICAL EQUIPMENT CONNECTIONS AS REQUIRED. COORDINATE WITH MECHANICAL CONTRACTOR.



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SHEET TITLE
FIRST FLOOR RENOVATION PLAN -
SYSTEMS

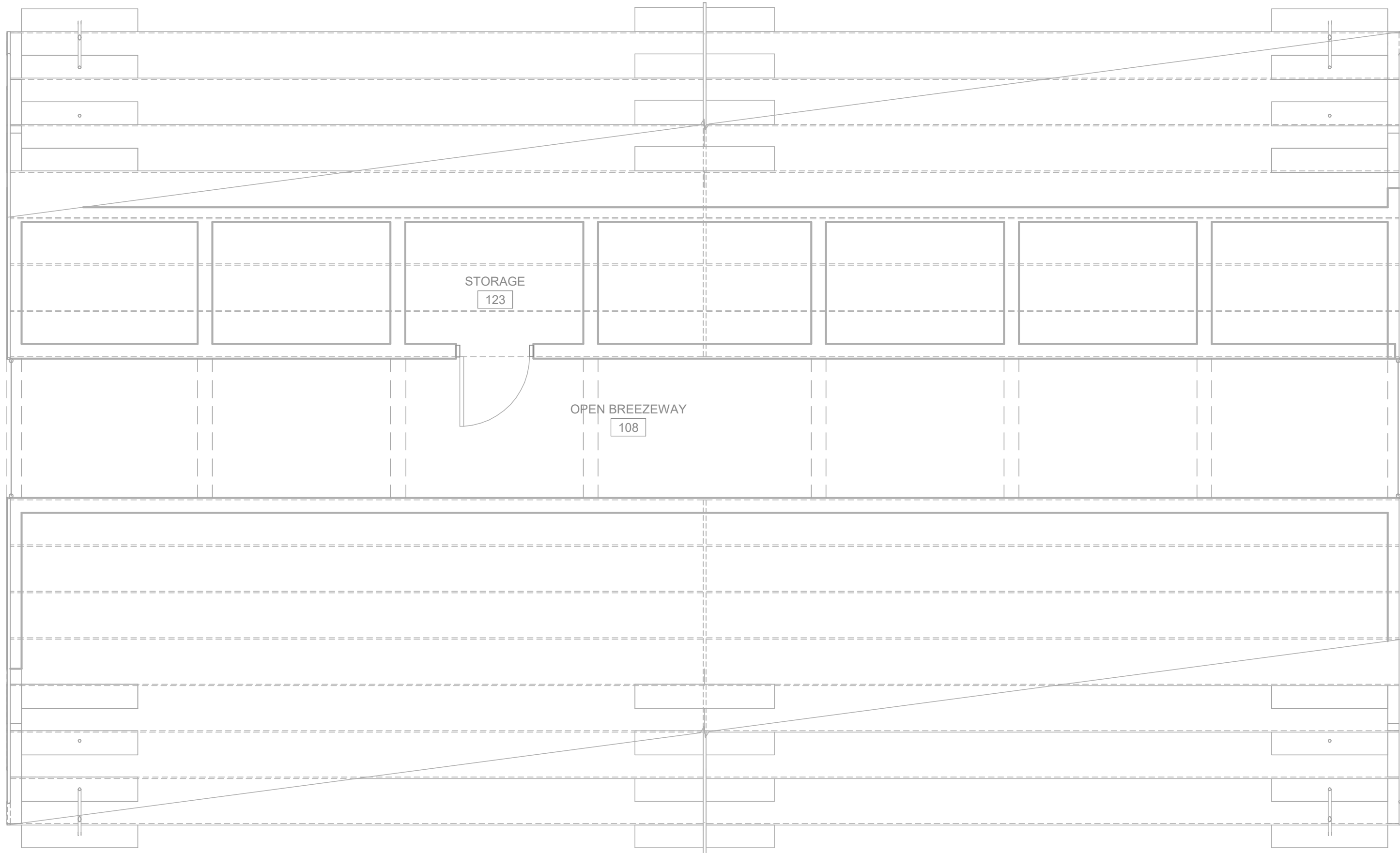
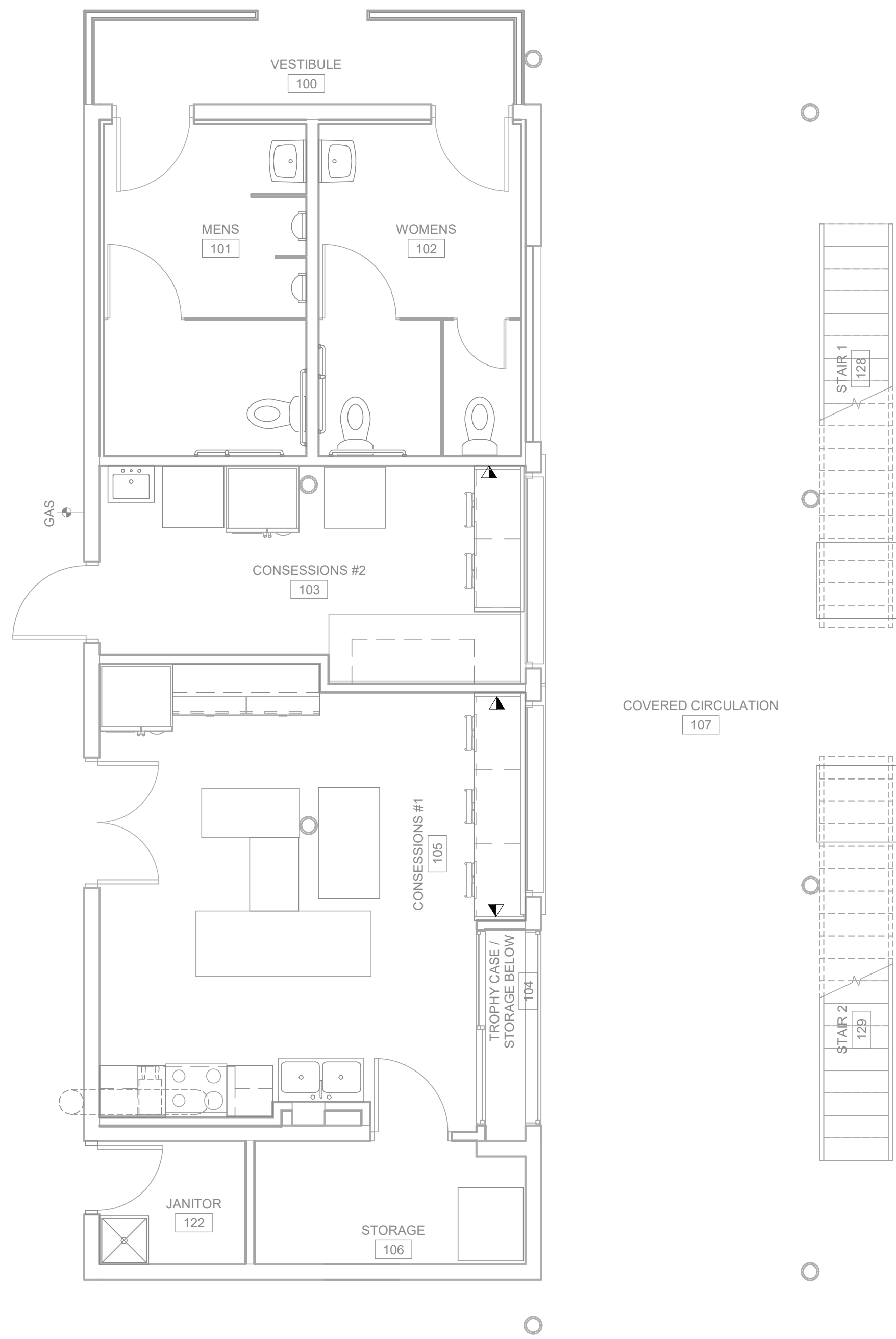
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E3.1



1 FIRST FLOOR RENOVATION PLAN - SYSTEMS
1/4" = 1'-0"



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SHEET TITLE
SECOND FLOOR RENOVATION
PLAN - SYSTEMS

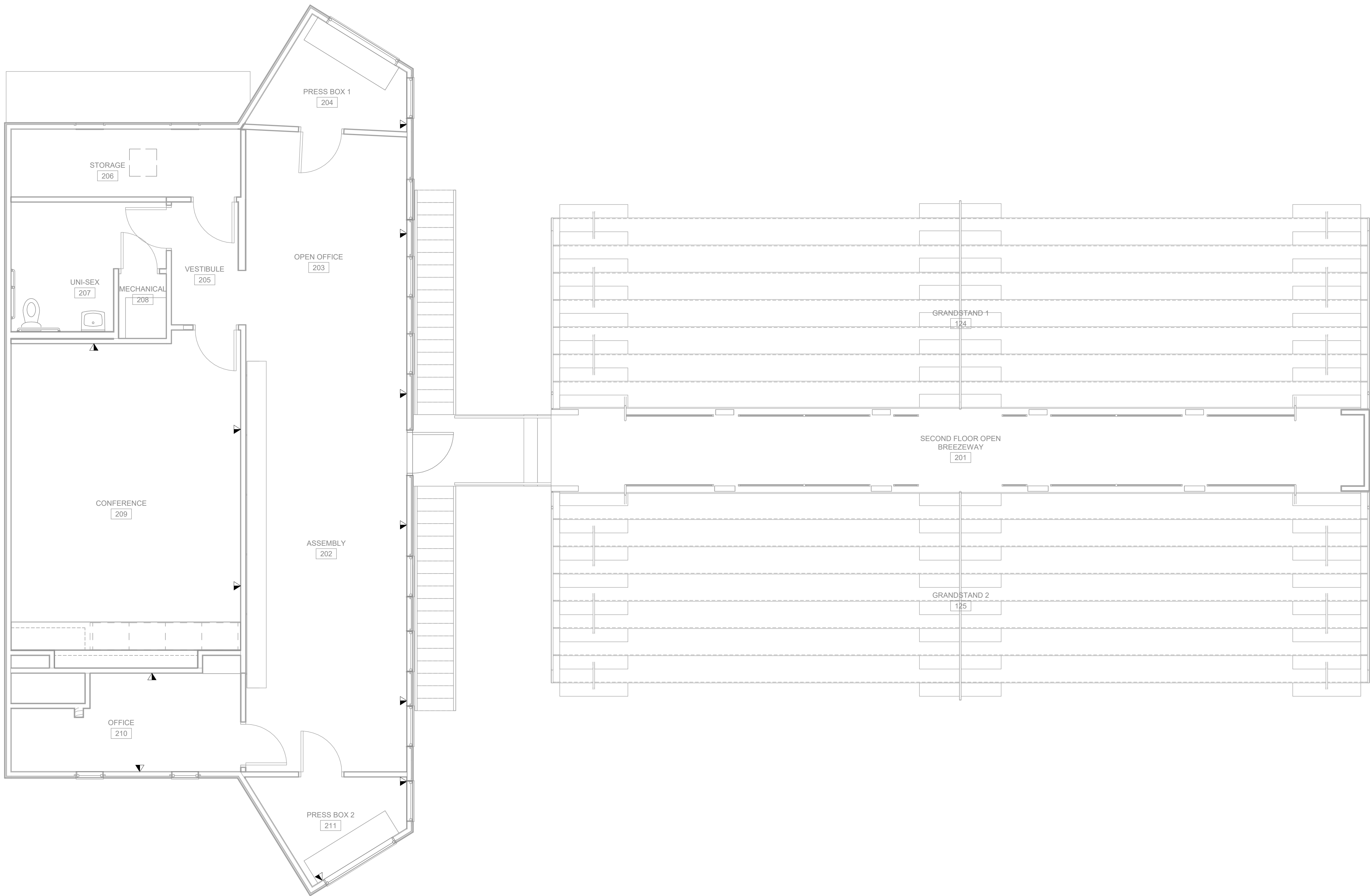
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SHEET NUMBER

E3.2



1 SECOND FLOOR RENOVATION PLAN - SYSTEMS
1/4" = 1'-0"



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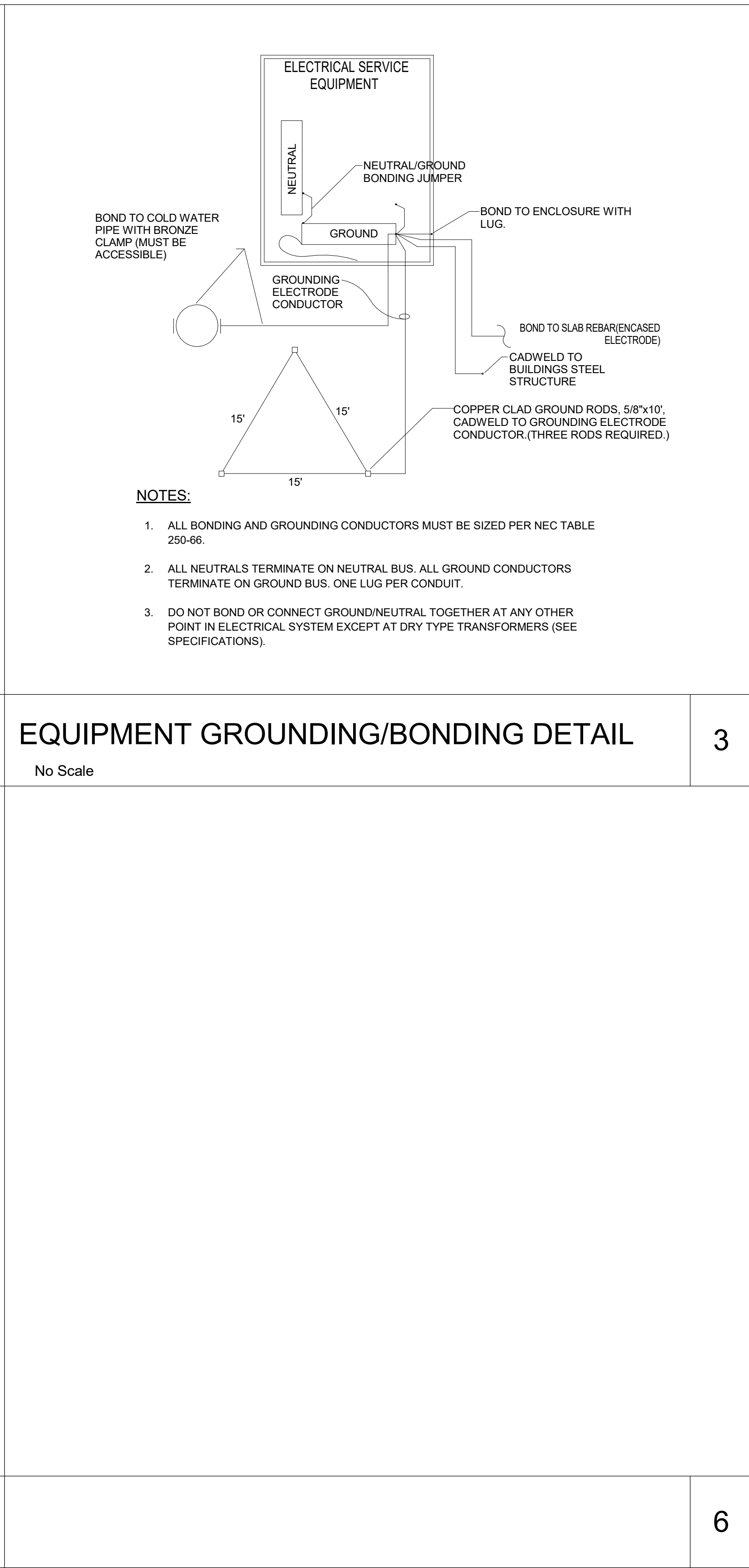
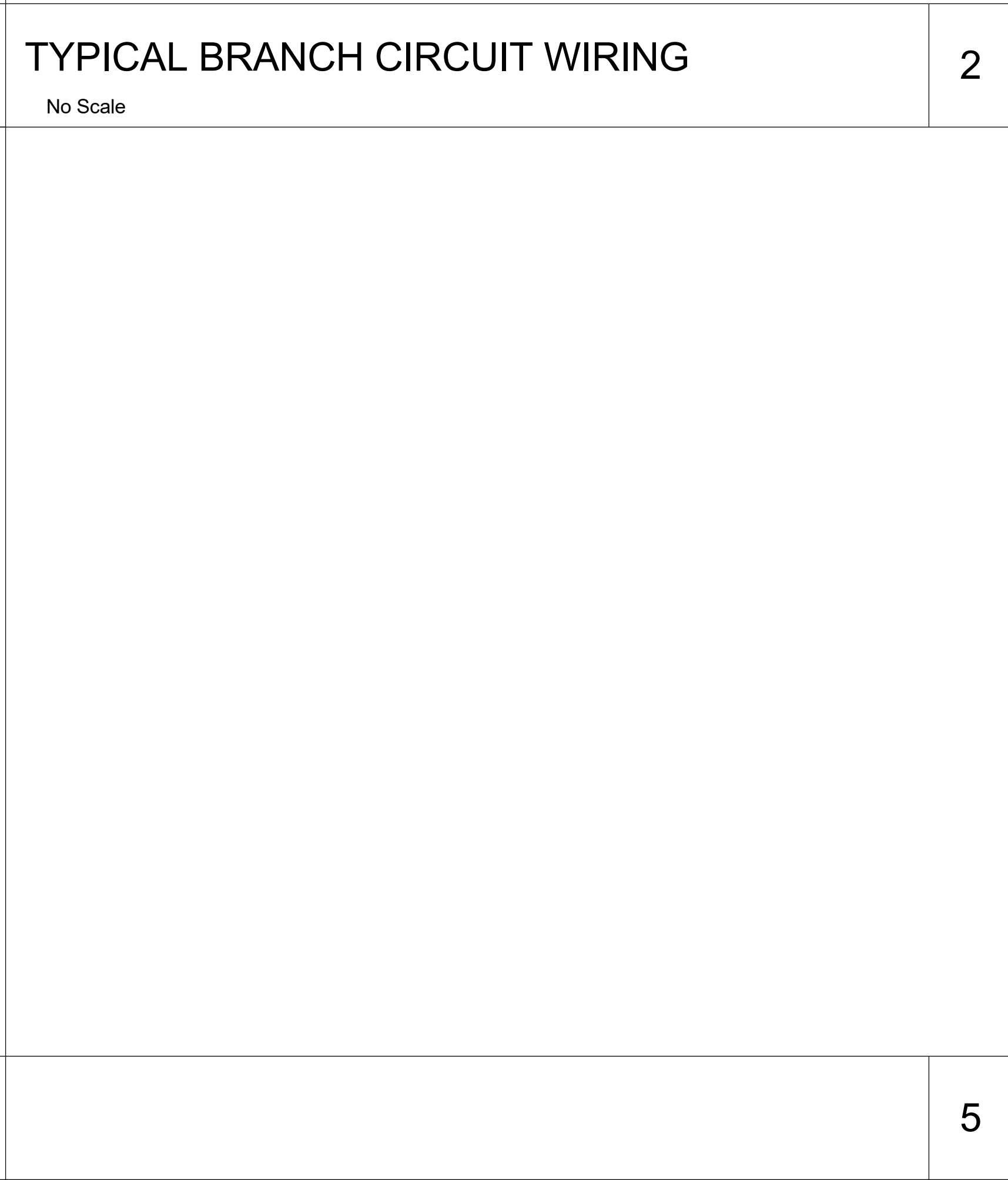
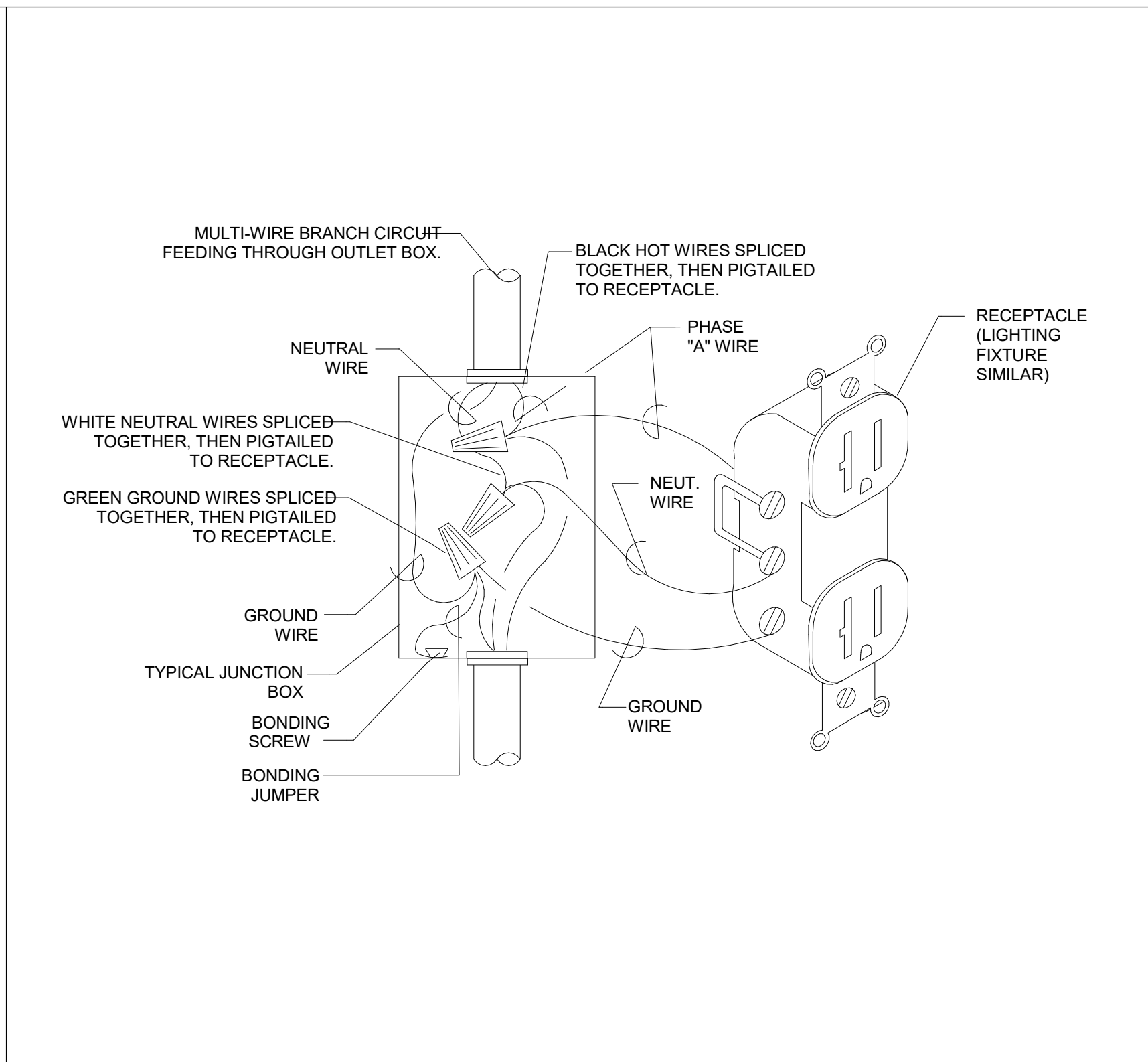
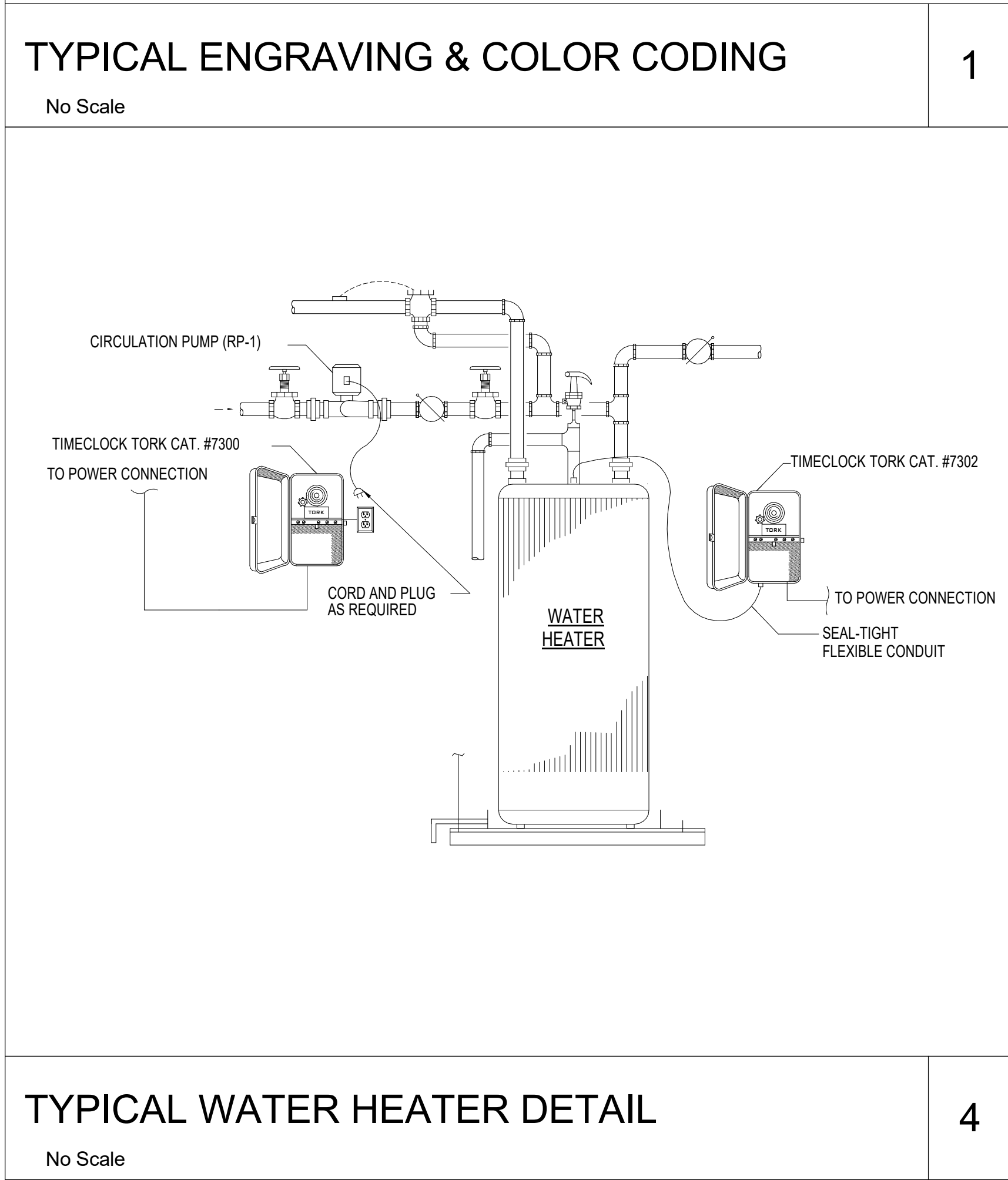
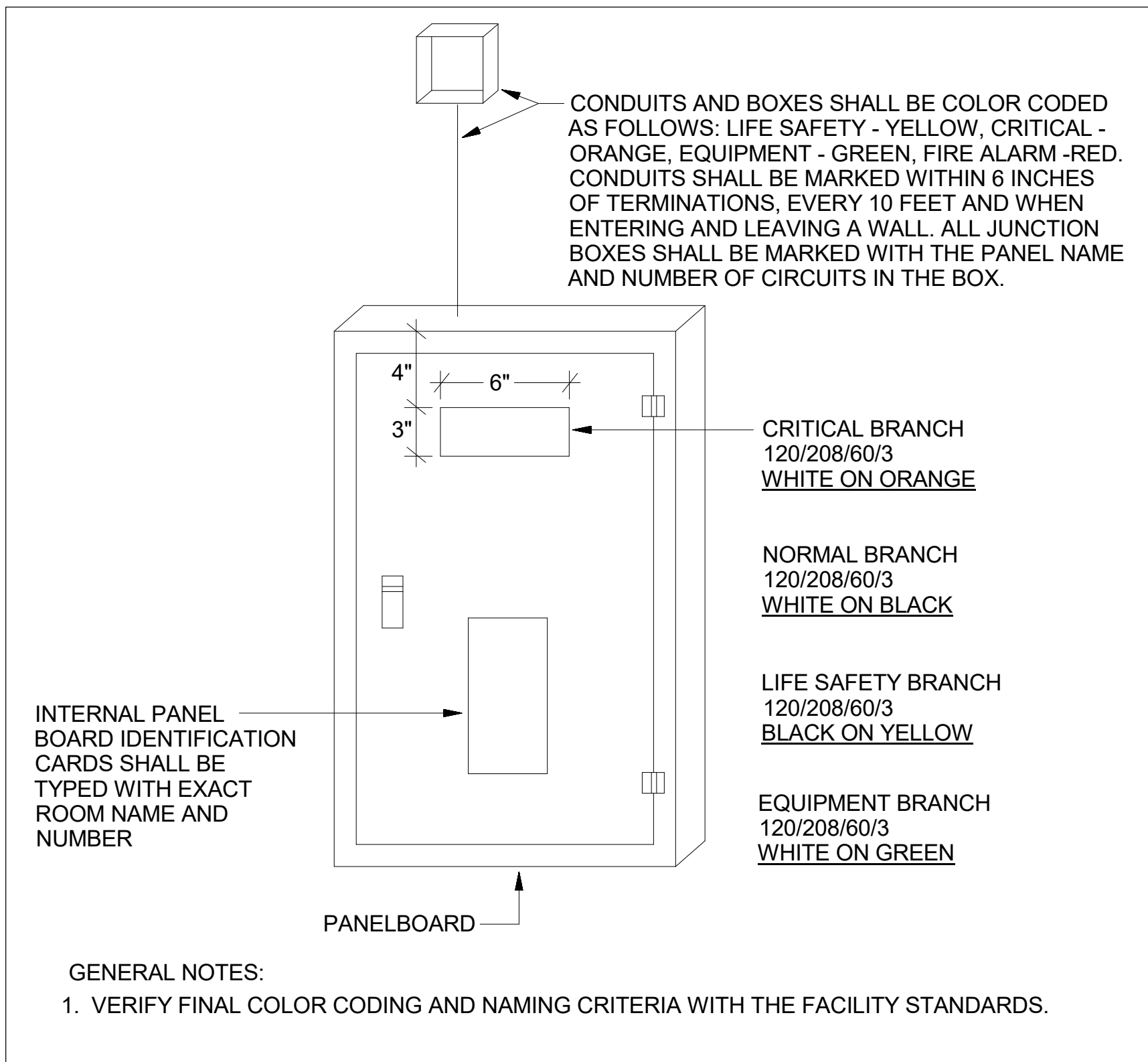
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SHEET TITLE
ELECTRICAL DETAILS

PROJECT
JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

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SHEET NUMBER

E4.1



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SHEET TITLE
ELECTRICAL POWER RISER

PROJECT
JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER

E5.1

CONDUIT AND WIRE DESIGNATION SCHEDULE

WIRE/BKR MAX AMPS	DESIG. #	DESCRIPTION	WIRE/BKR MAX AMPS	DESIG. #	DESCRIPTION
20	1	2#12, 1/2"C	200	32	2#3/0, 1#6G, 1-1/2"C
20	2	2#12, 1#12G, 1/2"C	200	33	3#3/0, 1#6G, 2"C
20	3	3#12, 1#12G, 1/2"C	200	34	4#3/0, 1#6G, 2"C
20	4	4#12, 1#12G, 1/2"C	230	35	2#4/0, 1#4G, 1-1/2"C
30	5	2#10, 1#10G, 3/4"C	230	36	3#4/0, 1#4G, 2"C
30	6	3#10, 1#10G, 3/4"C	230	37	4#4/0, 1#4G, 2-1/2"C
30	7	4#10, 1#10G, 3/4"C	255	38	3#250MCM, 1#4G, 2"C
40	8	2#8, 1#10G, 3/4"C	255	39	4#250MCM, 1#4G, 2-1/2"C
40	9	3#8, 1#10G, 3/4"C	285	40	3#300MCM, 1#4G, 2-1/2"C
40	10	4#8, 1#10G, 3/4"C	285	41	4#300MCM, 1#4G, 3"C
55	11	2#6, 1#10G, 3/4"C	310	42	3#350MCM, 1#3G, 2-1/2"C
55	12	3#6, 1#10G, 3/4"C	310	43	4#350MCM, 1#3G, 3"C
55	13	4#6, 1#10G, 1"C	380	44	3#500MCM, 1#3G, 3"C
70	14	2#4, 1#8G, 1"C	380	45	4#500MCM, 1#3G, 3-1/2"C
70	15	3#4, 1#8G, 1"C	460	46	2 SETS, EA: 4#4/0, 1#2G, 2-1/2"C
70	16	4#4, 1#8G, 1-1/4"C	510	47	2 SETS, EA: 4#250MCM, 1#1G, 2-1/2"C
85	17	2#3, 1#8G, 1"C	620	48	2 SETS, EA: 4#350MCM, 1#1/0G, 3"C
85	18	3#3, 1#8G, 1"C	760	49	2 SETS, EA: 4#500MCM, 1#1/0G, 3-1/2"C
85	19	4#3, 1#8G, 1-1/4"C	855	50	3 SETS, EA: 4#300MCM, 1#2/0G, 3"C
95	20	2#2, 1#8G, 1"C	930	51	3 SETS, EA: 4#350MCM, 1#2/0G, 3"C
95	21	3#2, 1#8G, 1-1/4"C	1005	52	3 SETS, EA: 4#400MCM, 1#3/0G, 3"C
95	22	4#2, 1#8G, 1-1/4"C	1140	53	3 SETS, EA: 4#500MCM, 1#3/0G, 3-1/2"C
130	23	2#1, 1#6G, 1-1/4"C	1240	54	4 SETS, EA: 4#350MCM, 1#4/0G, 3"C
130	24	3#1, 1#6G, 1-1/4"C	1675	55	5 SETS, EA: 4#400MCM, 1#250MCMG, 3"C
130	25	4#1, 1#6G, 1-1/2"C	1900	56	5 SETS, EA: 4#500MCM, 1#250MCMG, 3-1/2"C
150	26	2#1/0, 1#6G, 1-1/4"C	2010	57	6 SETS, EA: 4#400MCM, 1#350MCMG, 3-1/2"C
150	27	3#1/0, 1#6G, 1-1/2"C	2280	58	6 SETS, EA: 4#500MCM, 1#350MCMG, 3-1/2"C
150	28	4#1/0, 1#6G, 2"C	2660	59	7 SETS, EA: 4#500MCM, 1#400MCMG, 3-1/2"C
175	29	2#2/0, 1#6G, 1-1/2"C	3040	60	8 SETS, EA: 4#500MCM, 1#500MCMG, 3-1/2"C
175	30	3#2/0, 1#6G, 1-1/2"C	4180	61	11 SETS, EA: 4#500MCM, 1#600MCMG, 3-1/2"C
175	31	4#2/0, 1#6G, 2"C	1520	62	4 SETS, EA: 4#500MCM, 1#250MCM, 3-1/2"C

CONDUIT SIZE BASED ON THHN/THWN 40% FILL CALCULATION
WIRE SIZE BASED ON NEC 110-14C WITH 60°C AMPACITY TABLES FOR 20A THRU 100 AMPS
AND 75°C AMPACITY TABLES FOR VALUES > 100 AMPS.

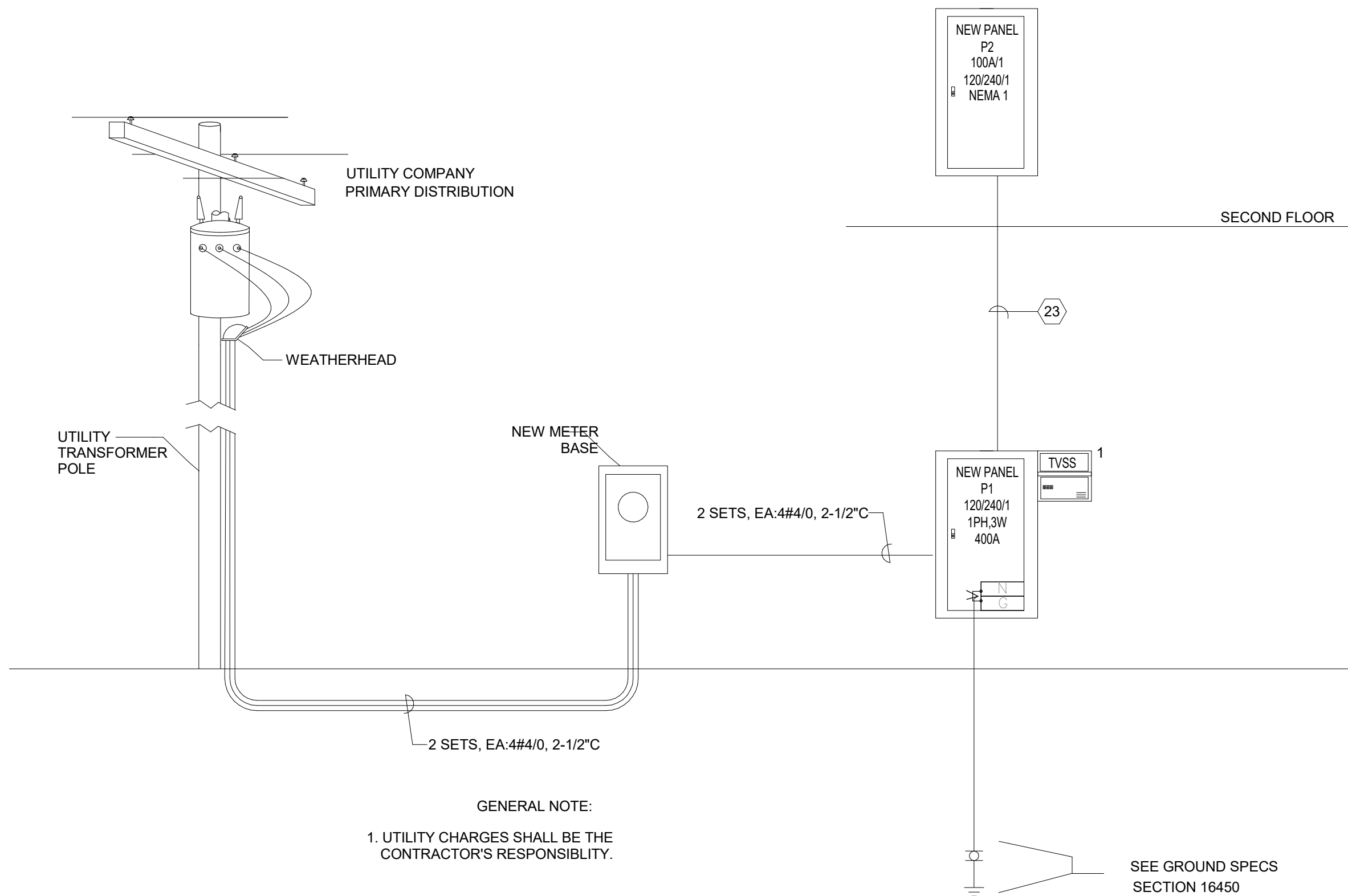
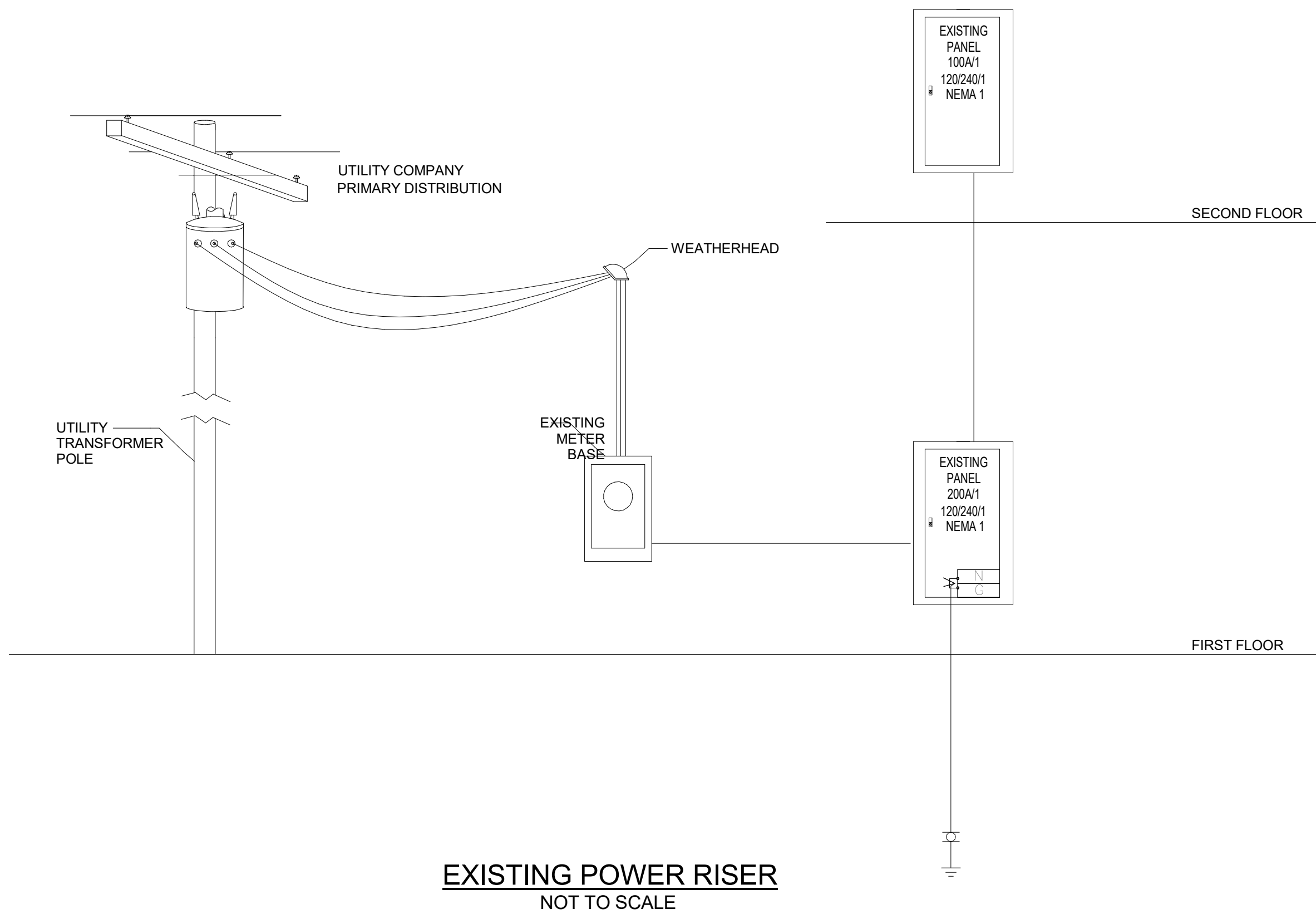
NOTE:

IN GENERAL, THE ACTUAL BREAKER AMPERAGE SHALL BE EQUAL TO OR NEXT STANDARD SIZE SMALLER THAN THE MAXIMUM WIRE AMPS. EXCEPTIONS SHALL BE MOTOR AND SPECIAL EQUIPMENT BREAKERS WHICH SHALL BE SIZED PER N.E.C. AND VENDOR REQUIREMENTS. OMIT GROUND CONDUCTORS ON SERVICE ENTRANCE FEEDERS (TYPICAL). USE #12 WIRE U.O.N. PRIOR TO ROUGH-IN, CONTRACTOR SHALL COORDINATE BREAKER AND WIRING WITH ACTUAL REQUIREMENTS OF EQUIPMENT BEING FURNISHED FOR THIS SPECIFIC PROJECT.

UNLESS NOTED OTHERWISE ALL 20A., 1P. BREAKERS TO UTILIZE #12 CONDUCTORS. EXCEPT WHERE BRANCH CIRCUIT IS IN EXCESS OF 100 LINEAR FEET CONDUCTORS TO BE #10 AND OVER 175 FEET LINEAR FEET CONDUCTORS TO BE #8.

LEGEND

SYMBOL	DESCRIPTION
TVSS 1	TRANSIENT VOLTAGE SUPPRESSOR CURRENT TECH. MODEL: TG3-200-240-3Y-MN-T-M1-F A 3POLE-80A BREAKER TO BE INCLUDED IN EA. BOARD.
TVSS 2	TRANSIENT VOLTAGE SUPPRESSOR CURRENT TECH. MODEL: TG3-125-240-3Y-MN-T-M1-F A 3POLE-60A BREAKER TO BE INCLUDED IN EA. BOARD.
TVSS 3	TRANSIENT VOLTAGE SUPPRESSOR CURRENT TECH. MODEL: TG3-80-208-3Y-MN-T-M1-F A 3POLE-60A BREAKER TO BE INCLUDED IN EA. BOARD.



GENERAL NOTE:
1. UTILITY CHARGES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

SEE GROUND SPECS
SECTION 16450



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SHEET TITLE
ELECTRICAL PANEL SCHEDULES

PROJECT
JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 22-3922

SHEET NUMBER

E6.1

Branch Panel: P1

Location: CONCESSIONS #1 105
Supply From:
Mounting: Surface
Enclosure: Type 1

Volts: 120/240 Single
Phases: 1
Wires: 3

A.I.C. Rating:
Mains Type: MCB
Mains Rating: 400 A
MCB Rating: 400 A

Notes:

CKT	Circuit Description	Demand Code	TRIP	P	A		B		P	TRIP	Demand Code	Circuit Description	CKT
P1-1	P2	HVAC...	20 A	2	9013	3054			2	50 A	HVAC	HP-1	P1-2
P1-3	--	--	--	--			7492	3054	--	--	--	--	P1-4
P1-5	AH-1	Heating	60 A	2	5712	2478			2	45 A	HVAC	HP-2	P1-6
P1-7	--	--	--	--			5712	2478	--	--	--	--	P1-8
P1-9	TROPHY CASE/STORAGE BELOW 104 - RECEP	Recepta...	20 A	1	180	180			1	20 A	Recepta...	STORAGE 106 - RECEP	P1-10
P1-11	CONCESSIONS #2 103-REFRIG	Equipm...	20 A	1			1150	180	1	20 A	Recepta...	JAN 122 RECEP	P1-11
P1-13	EXISTING WATER HEATER	Equipm...	30 A	2	1043	96			1	20 A	Motor	RP-1	P1-14
P1-15	--	--	--	--			1043	1150	1	20 A	Recepta...	CONCESSIONS #2 103- COOLER	P1-16
P1-17	FIRST FLOOR LIGHTING	Lighting...	20 A	1	595	360			1	20 A	Recepta...	CONCESSIONS #2 103- ELECTRIC HOT POT	P1-18
P1-19	CONCESSIONS #2 103- RECEP	Recepta...	20 A	1			200	360	1	20 A	Recepta...	CONCESSIONS #2 103- ELECTRIC HOT POT	P1-20
P1-21	CONCESSIONS #2 103- FAN	Equipm...	20 A	1	500	360			1	20 A	Recepta...	CONCESSIONS #1 105- ELECTRIC HOT POT	P1-22
P1-23	CONCESSIONS #2 103- MICRO	Recepta...	20 A	1			1000	360	1	20 A	Recepta...	CONCESSIONS #1 105- ELECTRIC HOT POT	P1-24
P1-25	CONCESSIONS #2 103- ELECTRIC HOT POT	Recepta...	20 A	1	180	360			1	20 A	Recepta...	CONCESSIONS #1 105- ELECTRIC HOT POT	P1-26
P1-27	CONCESSIONS #1 105- REFRIG	Equipm...	20 A	1			1150	1000	1	20 A	Recepta...	CONCESSIONS #1 105- MICRO	P1-28
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P1-31	CONCESSIONS #1 105- ELECTRIC HOT POT	Recepta...	20 A	1			360	1150	1	20 A	Equipm...	CONCESSIONS #1 105- FREEZER	P1-32
P1-33	CONCESSIONS #1 105- FANS	Equipm...	20 A	1	1000	1150			1	20 A	Recepta...	CONCESSIONS #1 - ELEC FRYER SHUNT TRIP	P1-34
P1-35	CONCESSIONS #1 105- MENU BOARD	Equipm...	20 A	1			500	2496	2	50 A	Equipm...	CONCESSIONS #1 105- RANGE SHUNT TRIP	P1-36
P1-37	CONCESSIONS #1 105- AIR FRYER	Recepta...	20 A	1	360	2496			--	--	--	--	P1-38
P1-39	CONCESSIONS #1 105- ELECTRIC GRILL	Recepta...	20 A	1			360	180	1	20 A	Recepta...	STORAGE 106 - ICE MAKER	P1-40
P1-41	COVERED CIRCULATON 107- VENDING	Equipm...	20 A	1	1200	180			1	20 A	Recepta...	DISPOSAL	P1-42
P1-43	COVERED CIRCULATON 107- VENDING	Equipm...	20 A	1			1200	720	1	20 A	Recepta...	CONCESSIONS #1 QUADS	P1-44
P1-45	FIRST FLOOR OUTDOOR LIGHTING	Lighting	20 A	1	187	1150			1	20 A	Equipm...	CONCESSIONS #1 105 - COOKING EQUIPMENT	P1-46
P1-47	CONCESSIONS #1 105- COOKING EQUIPMENT	Equipm...	20 A	1			1150	180	1	20 A	Recepta...	CONCESSIONS #2 103 - ICE MAKER	P1-48
P1-49	CONCESSIONS #1 105- RECEP	Recepta...	20 A	1	180	360			1	20 A	Recepta...	CONCESSIONS #2 103 - QUAD	P1-50
P1-51	CONCESSIONS #1 105- RECEP	Recepta...	20 A	1			180						P1-52
P1-53													P1-54
P1-55													P1-56
P1-57													P1-58
P1-59													P1-60
P1-61													P1-62
P1-63													P1-64
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P1-69													P1-70
P1-71													P1-72
P1-73													P1-74
P1-75													P1-76
P1-77													P1-78
P1-79													P1-80
P1-81													P1-82
P1-83													P1-84
Total Load:					33854 VA		34802 VA						
Total Amps:					282 A		290 A						

Total Load: 33854 VA 34802 VA
Total Amps: 282 A 290 A

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	11652 VA	100.00%	11652 VA	
Lighting	1808 VA	100.00%	1808 VA	Total Conn. Load: 68656 VA
Motor	684 VA	100.00%	684 VA	Total Est. Demand: 63267 VA
Heating	19104 VA	100.00%	19104 VA	Total Conn. Current: 286 A
Equipment	18379 VA	90.00%	16541 VA	Total Est. Demand Current: 264 A
Receptacle	17100 VA	79.24%	13550 VA	

Notes:

ALL BREAKERS FEEDING RECEPTACLES IN CONCESSIONS, STORAGE, AND JANITOR AREAS TO BE GFI OR RECEPTACLES WILL BE GFI TYPE.

Branch Panel: P2

Location: CONFERENCE 209
Supply From: P1
Mounting: Surface
Enclosure: Type 1

Volts: 120/240 Single
Phases: 1
Wires: 3

A.I.C. Rating:
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A

Notes:

CKT	Circuit Description	Demand Code	TRIP	P	A		B		P	TRIP	Demand Code	Circuit Description	CKT
P2-1	AH-2	Heating	50 A	2	3840	588			1	20 A	HVAC	MAU-1	P2-2
P2-3	--	--	--	--			3840	809	1	20 A	Lighting...	SECOND FLOOR LIGHTING	P2-4
P2-5	STORAGE 110	Recepta...	20 A	1	180	588			1	20 A	Motor	KEF-1	P2-6
P2-7	PRESS BOX 1 - 114 EXIST RECEPS	Recepta...	20 A	1			540	180	1	20 A	Recepta...	UNI-SEX TLT 111 - RECEP	P2-8
P2-9	OFFICE 118 - EXIST RECEPS	Recepta...	20 A	1	540	900			1	20 A	Recepta...	ASSEMBLY 116 - EXIST RECEPS	P2-10
P2-11	CONFERENCE 119 -RECEPS	Recepta...	20 A	1			1080	540	1	20 A	Recepta...	PRESS BOX 2 - EXIST RECEPS	P2-12
P2-13	OPEN BREEZEWAY 120 - RECEPS	Recepta...	20 A	1	1080	1080			1	20 A	Recepta...	OPEN BREEZEWAY 120 - RECEPS	P2-14
P2-15	SECOND FLOOR OUTDOOR RECEP	Recepta...	20 A	1			180	360	1	20 A	Recepta...	ASSEMBLY 116 - RECEPS	P2-16
P2-17	SECOND FLOOR EXTERIOR LIGHTING	Lighting	20 A	1	225								P2-18
P2-19													P2-20
P2-21													P2-22
P2-23													P2-24
P2-25													P2-26
P2-27													P2-28
P2-29													P2-30

Total Load: 9013 VA 7492 VA
Total Amps: 75 A 62 A

Legend:

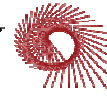
Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	588 VA	100.00%	588 VA	
Lighting	1033 VA	100.00%	1033 VA	Total Conn. Load: 16504 VA
Motor	588 VA	100.00%	588 VA	Total Est. Demand: 16503 VA
Heating	7680 VA	100.00%	7680 VA	Total Conn. Current: 69 A
Receptacle	6660 VA	100.00%	6660 VA	Total Est. Demand Current: 69 A

Notes:

JAYCEE PARK - POWER CONNECTION SCHEDULE								
MARK	EQUIPMENT	LOAD						
		VOLTS	PHASE	KW	HP	FLA	BRANCH CIRCUIT	DISC. SW/FUSE
①	HP-1	240	1			25.45	2#8,1#10G,3/4"C	60A/2P/50AF/N3R
②	HP-2	240	1			20.65	2#10,1#10G,3/4"C	60A/2P/45AF/N3R
③	MAU-1	120	1		1/2	4.90	2#12,1#12,3/4"C	30A/2P/20AF/N3R
④	AH-1	240	1	9.6		47.60	2#4,1#8G,1"C	60A/2P/60AF
⑤	AH-2	240	1	7.68		32.00	2#6,1#10G,3/4"C	60A/2P/F50AF
⑥	KEF-1	120	1		1/2	4.90	2#12,1#12G,3/4"C	30A/1P/20AF
⑦	EF-1	120	1		29W	1.50	2#12,1#12G,3/4"C	SWITCH
⑧	EF-2	120	1		24W	1.50	2#12,1#12G,3/4"C	SWITCH
⑨	EF-3 & 4	120	1		6W	0.29	2#12,1#12G,3/4"C	SWITCH
⑩	WH-1	120	1			17.39	2#10,1#10G,3/4"C	30A/1P/30F/N3R
⑪	RP-1	120	1			0.80	2#12,1#12G,3/4"C	DIVISION 23

REMARKS:

- CIRCUIT TO INCLUDE ONE (1) GREEN GROUNDING CONDUCTOR SIZED PER BRANCH CIRCUIT SIZE UNLESS SHOWN TO BE SIZED DIFFERENTLY. ALL CONDUCTORS TYPE THW.
- DUAL ELEMENT TYPE FUSE AND SWITCH OF PROPER VOLTAGE. IF FUSE SIZE NOT SHOWN, UNIT TO BE UNFUSED.
- FINAL CONNECTION USING LIQUID TIGHT FLEXIBLE CONDUIT.
- FINAL CONNECTION USING FLEXIBLE CONDUIT.
- MOUNT ABOVE CEILING.
- WALL MOUNTED.
- VERIFY ALL ELECTRICAL REQUIREMENTS WITH MANUFACTURER'S SHOP DRAWINGS
- DISCONNECT SWITCH INTEGRAL WITH UNIT.
- EACH FAN TO BE PROTECTED SEPARATELY.
- USE RECEPTACLE IN ACCORDANCE WITH NEC TO INSTALL THIS DEVICE.
- MOUNT DISCONNECT ON SIDE OF UNIT.
- REFER TO WIRING DEVICES SECTION OF DIVISION 23 SPECS FOR SWITCHING REQUIREMENTS
- FEED INDOOR UNITS FROM OUTDOOR UNITS.
- FINAL CONNECTION TO ROOM LIGHTING SWITCH LEG CIRCUIT



Jaycee Park Improvements

CITY OF HATTIESBURG MISSISSIPPI

HATTIESBURG, MISSISSIPPI

CN 22-3922

October 10, 2022

PROJECT
MANUAL
SET NO

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26 27 26	WIRING DEVICES
26 28 18	SAFETY SWITCHES

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26 05 37	OUTLET BOXES	
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26 24 16	PANELBOARDS	
26 27 26	WIRING DEVICES	
26 28 18	SAFETY SWITCHES	

PROJECT TITLE PAGE

PROJECT MANUAL

1.1 Project Information

Project Name: JAYCEE PARK IMPROVEMENTS

Project Location: HATTIESBURG, MS

Issue Date: 10/10/2022

CN# 22-1922

1.2 Owner Information

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

1.3 Architect Information

Landry Lewis Germany Architects, P.A.

5211 Old Highway 11

Hattiesburg, MS 39402

601-271-7711

www.llgarch.com

END OF SECTION

LIST OF DRAWING SHEETS

CONTRACT DRAWINGS

1.1 LIST OF DRAWINGS

- 1.1 Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set, as modified by subsequent Addenda and Contract modifications:
 1. Titled: JAYCEE PARK IMPROVEMENTS
 2. Dated: 10/10/2022

LIST OF DRAWINGS

- 2.1 List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

- 2.1 Architect:

1. Landry Lewis Germany Architects, P.A., 5211 Old Highway 11, Hattiesburg, MS 39402
2. Responsible for:

ARCHITECTURAL

COVER	TITLE COVER SHEET
D1.1	FIRST FLOOR DEMOLITION PLAN
D1.2	SECOND FLOOR DEMOLITION PLAN
A1.0	SITE RENOVATION PLAN
A1.1	FIRST FLOOR RENOVATION PLAN
A1.2	SECOND FLOOR RENOVATION PLAN
A2.1	EXTERIOR ELEVATIONS
A2.2	EXTERIOR ELEVATIONS
A3.0	WALL SECTION AND DETAILS
A4.0	INTERIOR ELEVATIONS

- 2.1 Plumbing Engineer:

1. I.C. Thomasson Associates, Brookhaven, MS
2. Responsible for:

PLUMBING

P0.1	PLUMBING LEGEND
P1.0	EXISTING FLOOR PLANS - PLUMBING
P1.1	FIRST FLOOR RENOVATION PLAN - PLUMBING
P2.1	FIRST FLOOR RENOVATION PLAN - SANITARY
P3.1	DETAILS - PLUMBING
P3.2	DETAILS - PLUMBING
P3.3	DETAILS - PLUMBING
P4.1	PLUMBING SCHEDULES

- 2.1 HVAC Engineer:

1. I.C. Thomasson Associates, Brookhaven, MS
2. Responsible for:

MECHANICAL

M0.1	MECHANICAL LEGENDS
M1.0	DEMOLITION FLOOR PLANS - HVAC
M1.1	FIRST FLOOR RENOVATION PLAN - HVAC
M1.2	SECOND FLOOR RENOVATION PLAN - HVAC
M3.1	MECHANICAL DETAILS
M3.2	MECHANICAL DETAILS
M4.1	MECHANICAL DETAILS AND SCHEDULES
M5.1	FOOD SERVICE DETAILS - HVAC
M5.2	FOOD SERVICE DETAILS - HVAC
M5.3	FOOD SERVICE DETAILS - HVAC
M5.4	FOOD SERVICE DETAILS - HVAC

2.1 Electrical Engineer:

1. I.C. Thomasson Associates, Brookhaven, MS
2. Responsible for:

ELECTRICAL

E0.1	ELECTRICAL LEGENDS
E1.0	EXISTING FIRST FLOOR PLAN - ELECTRICAL
E1.1	FIRST FLOOR RENOVATION PLAN - LIGHTING
E1.2	EXISTING SECOND FLOOR PLAN - ELECTRICAL
E1.3	SECOND FLOOR RENOVATION PLAN - LIGHTING
E2.1	FIRST FLOOR RENOVATION PLAN - POWER
E2.2	SECOND FLOOR RENOVATION PLAN - POWER
E3.1	FIRST FLOOR RENOVATION PLAN - SYSTEMS
E3.2	SECOND FLOOR RENOVATION PLAN - SYSTEMS
E4.1	ELECTRICAL DETAILS
E5.1	ELECTRICAL POWER RISER
E6.1	ELECTRICAL PANEL SCHEDULES

END OF SECTION

SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

At the option of the bidder, Sealed Bids, in duplicate and/or bids submitted electronically via www.llgarchplans.com will be received by the City of Hattiesburg until **10:00 a.m.** on **December 1, 2022** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**JAYCEE PARK IMPROVEMENTS
HATTIESBURG, MS**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids may be electronically submitted at www.llgarchplans.com under the project name. Bid documents are available online for viewing and ordering at www.llgarchplans.com. Plan holders and bidders are required to log-in or register for a free account to view and order Bid Documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Bid documents must be purchased through www.llgarchplans.com. Any questions regarding website registration and online orders should be directed to Plan House at (601) 336-6378.

The bid bond shall be payable unconditionally to City of Hattiesburg. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of Title 31, Chapter 3 (§31-3-1 et seq.) of Mississippi Code of 1972 as amended.

Award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31-7-13 et seq.) of Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

TITLE: Kermas Eaton, City Clerk

Publish on :
October 20, 2022 and October 27, 2022
Return Proof to LLG Architects, PA
5211 Old Highway 11
Hattiesburg, MS 39402

INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

- 1.1 SEE AIA A701, INSTRUCTIONS TO BIDDERS following this document.
- 1.2 The instructions in this document amend or supplement the Instructions To Bidders and other provisions of the Bidding and Contract Documents.
- 1.3 RELATED DOCUMENTS
 - 1.3 Document 011000 - Summary.
 - 1.3 Document 001113 - Advertisement for Bids.
 - 1.3 Document 004213 - Proposal Form.
 - 1.3 Document 007300 - Supplementary Conditions:

MODIFICATIONS TO FORM OF INSTRUCTION TO BIDDERS

- 2.1 The following modifications to AIA A701, INSTRUCTIONS TO BIDDERS amend or supplement the Instructions To Bidders and other provisions of the Bidding and Contract Documents as follows;
- 2.2 ARTICLE 4 BIDDING PROCEDURES
 - 2.2 Add Subsection 4.2.1.1, "Each bid must be accompanied by the bidder's certified check or a bid bond, duly executed by the bidder as principal and having surety thereon, a surety company approved by the Owner and signed by an agent resident of Mississippi, in the amount of five percent (5%) of the bid. All bid bonds must be accompanied by an appropriate Power of Attorney designating the Mississippi Resident Agent."
 - 2.2 Add Subsection 4.3.1.1, "Bids shall be submitted as directed in Document 001113 - Advertisement For Bids. Bids may be submitted in person or, for those interested, bids can be electronically submitted at www.llgarchplans.com under the project name."
 - 2.2 Add Subsection 4.4.4, "After submission of the bid, but prior to the closing time of the bid opening the bidder may modify their sealed bid by indicating on the outside of the sealed bid envelope a deduction or add to the base bid or to any alternates which may be appropriate. The modification must be initialed by the bidder or bidders authorized representative and include the date and time of the modification. No bid modifications can be made by fax, e-mail or telephone."
- 2.3 ARTICLE 5 CONSIDERATION OF BIDS
 - 2.3 Add Subsection 5.3.3, "If the contract is awarded, the Owner shall give the apparent successful Bidder a Notice of Award within forty-five (45) calendar days after the date of the Bid opening."
 - 2.3 Add Subsection 5.3.4, "The contractors, if requested by the Owner, shall require all contractors that submit a Bid to submit a Proposed Project Schedule and Schedule of Values to the Architect/Engineer within seventy-two (72) hours of the bid opening. If the contract is bid per the Unit Price Form, then the submission of the Schedule of Values is not required."
 - 2.3 Add Subsection 5.3.5, "Where required by law, award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31 7 13 et seq.) of

Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities."

SUPPLEMENTARY INSTRUCTIONS

3.1 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- 3.1 The successful bidder, upon his failure or refusal to execute and deliver the contract and bond required within ten days after he has received notice of the acceptance of his bid, will forfeit to the Owner as liquidated damages the security deposited with his bid.

3.2 PRE-BID CONFERENCE

- 3.2 A pre-bid conference may be held on Wednesday, November 16, 2022 at 9:30 AM at the project site. Present will be the Architect, Mechanical and Electrical Engineers, representatives of the Owner relative to administration and maintenance. General Contractors as well as Mechanical, Electrical and other sub-contractors are encouraged to attend.

END OF SECTION

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Jaycee Park Improvements
Hattiesburg, Mississippi
CN 22-3922

THE OWNER:

(Name, legal status, address, and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

THE ARCHITECT:

(Name, legal status, address, and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

TABLE OF ARTICLES

1	DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Paragraphs deleted)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

VIA email - chris@llgarch.com

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Paragraphs deleted)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

As indicated in the Advertisement/Invitation for Bids

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted.

(Paragraphs deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(Paragraphs deleted)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
Section 00 10 15	List of Drawing Sheets	05/05/2020

.6 Specifications

Section	Title	Date
Index 00 00 01	Index to Specifications	05/05/2020

.7 Addenda:

Number	Date	Pages
To be determined		

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[] The Sustainability Plan:

Title	Date	Pages
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[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: _____ ,

Operating as a _____ (corporation/ partnership/ individual)

Doing (State) Business as _____ .

FOR CITY OF HATTIESBURG, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

JAYCEE PARK IMPROVEMENTS

CITY OF HATTIESBURG

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" (No Later Than December 15, 2022) from the Architect and to substantially complete the project by **MARCH 14, 2022**.

Bidder acknowledges receipt of the following addenda:

No. _____, No. _____, No. _____

No. _____, No. _____, No. _____

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

_____,
\$ _____

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE PROPOSALS: Refer to Section 012300 ALTERNATES. The following alternates which modify the scope of the work per Section 011100 may be selected by the Owner as it determines such to be in its best interest:

Alternate No. 1: • PAINT EXPOSED CONCRETE FLOOR UNDER ROOF @
COVERED CIRCULATION 107 WITH "STONEHARD - STONECHEM EPOXY PRIMER
GS4" - ACCENT EPOXY PAINT per Section 012300

_____,
\$ _____

Alternate No 2: • ALTERNATE #2 - AS INDICATED ON DRAWINGS - PAINT
ACCESS ISLES WITH "STONEHARD - STONECHEM EPOXY PRIMER GS4" -
ACCENT EPOXY PAINT per Section 012300

_____,
\$ _____

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number _____.

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is _____.

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are _____.

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor _____

OR a Non Resident Contractor _____

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Signed: _____ Date: _____ .

Printed Name: _____ .

Title: _____ .

Firm: _____ .

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: _____ .

City/State/Zip: _____ .

Office: (____) _____ Cell: (____) _____

END OF PROPOSAL - END OF SECTION

CONTRACT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.1 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A The Agreement form is AIA A101.
- B The General Conditions form is AIA A201.
- C Power of Attorney: Attorneys in fact who sign contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

1.2 FORMS

- A Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312. Bond shall include payment of taxes.
- C Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710.
 - 2. Construction Change Directive Form: AIA G714.
 - 3. Change Order Form: AIA G701.

1.3 REFERENCE STANDARDS

- A AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum 2017.
- B AIA A201 - General Conditions of the Contract for Construction 2017.
- C AIA A310 - Bid Bond 2010.
- D AIA A312 - Performance Bond and Payment Bond 2010.
- E AIA G701 - Change Order 2017.
- F AIA G702 - Application and Certificate for Payment 1992.
- G AIA G703 - Continuation Sheet 1992.
- H AIA G710 - Architect's Supplemental Instructions 2017.
- I AIA G714 - Construction Change Directive 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

- 1.1 Document A-201, issued by the American Institute of Architects, 2017 edition, relates to the work of this project and is hereby made part of this Contract, a copy of which follows.
- A The Contractor is hereby specifically directed, as a condition of the Contract, to obtain the necessary number of copies of Document A 201, to acquaint himself with the Articles contained therein and to notify and apprise all subcontractors, suppliers, and any other parties to the contract or individuals or agencies engaged on the work as to its contents.
 - B No contractual adjustments shall be due or become exigent as a result of failure on the part of the contractor to fully acquaint himself and all other parties to the contract with the conditions of Document A 201.

RELATED REQUIREMENTS

- 2.1 SECTION 007300 - Supplementary Conditions.
- 2.2 SECTION 014216 - Definitions.

SUPPLEMENTARY CONDITIONS

- 3.1 REFER TO DOCUMENT 007300 - Supplementary Conditions for amendments to these general conditions.

END OF SECTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Jaycee Park Improvements
Hattiesburg, Mississippi
CN 22-3922

THE OWNER:

(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39404

THE ARCHITECT:

(Name, legal status and address)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 INTRODUCTION

- A. The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.2 ARTICLE 1 GENERAL PROVISIONS

- A. §1.1.7 Instruments of Service

- 1. Add the following Sections:

- a. §1.1.7.1 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

- B. §1.2 Correlation and Intent of the Contract Documents

- 1. Add the following Sections after Section 1.2.2:

- a. §1.2.2.1 In the case of conflicts or discrepancies between Drawings and Division 2-50 of the Specifications or within or among the Contract Documents and not clarified by addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12, and 4.2.13. Interpretations will be based on the following priorities:
 - 1) .1 Modifications
 - 2) .2 The Agreement
 - 3) .3 Addenda, with those of later date having precedence over those of earlier date
 - 4) .4 The Supplementary Conditions
 - 5) .5 The General Conditions of the Contract for Construction
 - 6) .6 Division 1 of the Specifications
 - 7) .7 Drawings and Divisions 2-50 of the Specifications
 - 8) .8 Other Documents specifically enumerated in the Agreement as part of the Contract Documents

- C. §1.7 Digital Data Use and Transmission

- 1. Add the following Sections:

- a. §1.7.1 Contractor’s Use of Instruments of Service in Electronic Form.
 - b. §1.7.1.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraphs 1.1.2 and 1.1.7 shall prevail in case of an inconsistency with versions made through electronic operations involving computers.

- c. §1.7.1.2 The Contractor shall not transfer or reuse instruments of Service in electronic form without prior written consent of the Architect.

D. Add Section §1.9 Periodic Meetings

1. Add the following Sections:

- a. §1.9.1 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants.
- b. §1.9.2 By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

1.3 ARTICLE 2 OWNER

A. §2.3 Information and Services Required of the Owner

1. Delete §2.3.6 and substitute the following:

- a. §2.3.6 The Owner shall furnish the Contractor one set of PDF Contract Documents. Additional contract documents may be provided from on hand copies produced and returned during the bidding process. The Contractor may purchase additional copies or print the pdf documents at his own expense.

1.4 ARTICLE 3 CONTRACTOR

A. §3.2 Review of Contract Documents and Field Conditions by Contractor

1. Add the following Section:

- a. §3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. Reimbursements may be funds retained in the Contractor's Application for Payment.

B. §3.4 Labor and Materials

1. Add the following after Section 3.4.2:

- a. §3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:
 - 1) .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all aspects to that specified.

- 2) .2 represents that the Contractor will provide the same warranty for the substitution as the Contractor would have provided for the product specified.
 - 3) .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - 4) .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- b. §3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor amounts paid to the Architect for reviewing the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications resulting from such Substitutions. Reimbursements may be funds retained in the Contractor's Application for Payment.
- C. §3.8 Allowances
1. Delete §3.8.2.2 and substitute the following:
 - a. §3.8.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; except that if installation is included as part of the allowance in Division 1-50 of the Specifications, the installation and labor costs for greater or lesser quantities of Work shall be determined in accordance with Article 7;
- D. §3.9 Superintendent
1. Delete §3.9.2 and substitute the following:
 - a. §3.9.2 The Contractor, as soon as practicable after award of the Contract, but no later than the preconstruction conference, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
 2. Delete §3.9.3 and substitute the following:
 - a. §3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.
 3. Add the following Section:
 - a. §3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical

systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site. Space priorities within restricted areas shall be: (1) mechanical systems, (2) plumbing systems, (3) fire sprinkler piping systems.

E. §3.12 Shop Drawings, Product Data and Samples

1. Add the following Section:

- a. §3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor amounts paid to the Architect for evaluation of additional resubmittals. Reimbursements may be funds retained in the Contractor's Application for Payment.

1.5 ARTICLE 4 ARCHITECT

A. §4.2 Administration of the Contract

1. Add the following after Section 4.2.2:

- a. §4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work. Reimbursements may be funds retained in the Contractor's Application for Payment.

2. Add the following after Section 4.2.14:

- a. §4.2.14.1 Contractor's request for information shall be prepared and submitted in accordance with Division 1 "General Requirements" sections on AIA Document G716-2004. The Architect will return without action requests for information that does not conform to requirements of the Contract Documents.

1.6 ARTICLE 5 SUBCONTRACTORS

A. §5.2 Award of Subcontracts and Other Contracts for Portions of the Work

1. Add the following Section:

- a. §5.2.5 Not later than twenty-one days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as subcontractors, manufacturers, fabricators, material suppliers, equipment suppliers, and systems for the products, identified in the General Requirements (Division 1 of the Specifications).

1.7 ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. §6.1 Owner's Right to Perform Construction and to Award Separate Contracts

1. Add the following Section:

- a. §6.1.5 The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other Contractors and shall immediately notify the Architect of lack of progress or delays by other Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other Contractors and / or failure of Contractor to give notice of lack of progress or delays by the Owner or other Contractors shall be deemed to be acceptance by Contractor of the status of progress by other Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any other Contractor or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other Contractors or subcontractors.

1.8 ARTICLE 7 CHANGES IN THE WORK

A. §7.1 General

1. Add the following Section:

- a. §7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
 - 1) .1 For the Contractor, the Work performed by the Contractor's own forces, fifteen percent of the cost.
 - 2) .2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent of the amount due the Subcontractor.
 - 3) .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
 - 4) .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractor, ten percent of the amount due the Sub-subcontractor.
 - 5) .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4.
 - 6) .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over Five Hundred Dollars be approved without such itemization.

1.9 ARTICLE 8 TIME

A. §8.2 Progress and Completion

1. Delete §8.2.1 and substitute the following:

- a. §8.2.1 Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is fully capable of properly completing the work within the Contract time.

B. §8.3 Delays and Extension of Time

1. Delete §8.3.1 and substitute the following:

- a. §8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner, and the Architect and their agents and employees shall not be liable for any damage for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

2. Delete §8.3.2 and substitute the following:

- a. §8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Any delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference hindrance or disruption is (1) the fault and the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule. The contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay in construction activities which do not affect the overall completion of the work does not entitle the Contractor to any extension in the Contract Time.
 - 1) .1 Any claims by the Contractor for an increase in Contract Time must follow the procedures and limits set forth in Article 15 "Claims and Disputes" including, but not limited to the requirement that the Contractor give notice of any claim for extension in Contract Time within twenty-one (21) days after occurrence of the event giving rise to such claim.

3. Add the following Sections:

- a. §8.3.4 This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Owner and Architect to award a time extension under this clause, the following conditions must be satisfied:
 - 1) .1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during the time allotted to achieve Substantial Completion.
 - 2) .2 The unusually severe weather must actually cause a delay in the completion of the project. The delay must be beyond the control and without the fault of negligence of the contractor.
- b. §8.3.5 The schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for weather time evaluations. The Contractor's activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.
- c. §8.3.6 Monthly anticipated adverse weather delay workdays based on five (5) day work week, unless Contractor stipulates a different work schedule prior to Notice to Proceed.
- d. §8.3.7 Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on the overall projects' critical activities for 50 percent or more of the contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 8.3.5 above, the Owner and the Architect will convert any qualifying delays to calendar days giving full consideration for equivalent fair weather workdays and issue a modification in accordance with the contract.

1.10 ARTICLE 9 PAYMENTS AND COMPLETION

A. §9.3 Applications for Payment

- 1. Delete §9.3.1 and substitute the following:
 - a. §9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of

Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702™-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703™-1992, Continuation Sheet.

2. Add the following after Section 9.3.1.2:
 - a. §9.3.1.3 Until final payment, the Owner will hold retainage in the amount of five percent (5%) and the amount retained by the prime contractor from each payment due the subcontractor shall not exceed the percentage withheld by the owner from the prime contractor. On contracts of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontract, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineers opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½ %).
 - b. §9.3.1.4 The full contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect.
 - c. §9.3.1.5 The contractors shall submit with each Application for Payment a monthly certification to the project architect listing subcontractors and payments to those subcontractors paid by funds received from the prior Application for Payment. This certification shall be submitted on a form entitled "Affidavit Certifying Payment To All Subcontractors" and will be provided to the contractor by the architect.

B. §9.8 Substantial Completion

1. Add the following after Section 9.8.3:
 - a. §9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.

C. §9.10 Final Completion and Final Payment

1. Add the following after Section 9.10.1:
 - a. §9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.

D. Add Section §9.11 Liquidated Damages:

1. Add the following Sections:
 - a. §9.11.1 It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential conditions of this contract, and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.
 - b. §9.11.2 The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure substantial completion thereof within the time specified. It is expressly understood and agreed by and between the contractor and the Owner, that the time of completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climactic range and usual industrial conditions, prevailing in this locality.
 - c. §9.11.3 If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree as a part of the consideration for the awarding of this contract to pay to the Owner the amount specified herein, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contract shall be in default after the time stipulated for completing the work.
 - d. §9.11.4 The said amount is fixed and agreed upon by and between the contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from current periodical estimates.
 - e. §9.11.5 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever. Where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to unforeseeable cause beyond the control and without the fault of the contractor, including, but not restricted to, extreme acts of God, or the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, and quarantine restrictions: provided; however, that the contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.
 - f. §9.11.6 The contractor is familiar with the weather in the area; therefore, contractor has considered and computed weather in contractor's calculation of time necessary to complete this contract within the specified calendar days and accordingly agrees that rain, dryness, heat or cold will not be a basis for

extension of the completion date, unless otherwise stipulated in the Contract Documents.

- g. §9.11.7 It is agreed and understood that the project be substantially complete on or before the time set forth on the Contractor's proposal form commencing on a date set forth in a notice to proceed from the Architect to the Contractor. If the said contractor shall neglect, fail or refuse to complete the work within the time specified herein, then the contractor shall pay to the Owner the sum of \$500.00 for each and every calendar day after the time stipulated herein for the substantial completion of the work and the Owner may deduct the said sum of \$500.00 per day from any balance due the contractor, as liquidated damages for loss and default as herein set forth, as herein set forth, which daily sum is agreed to be a reasonable sum for liquidated damages for this project.

1.11 ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

A. §10.2 Safety of Persons and Property

- 1. Add the following after Section 10.2.4:
 - a. §10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice in writing.

1.12 ARTICLE 11 INSURANCE AND BONDS

A. §11.1 Contractor's Insurance and Bonds

- 1. Add the following after Section 11.1.1:
 - a. §11.1.1.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:
 - 1) .1 General Liability (Commercial General Liability Including XCU):
 - a) General Aggregate: \$1,000,000 Aggregate.
 - b) Products & Completed Operations: \$1,000,000 Aggregate.
 - c) Personal & Advertising Injury: \$500,000 Per Occurrence.
 - d) Bodily Injury & Property Damage: \$500,000 Per Occurrence.
 - e) Fire Damage Liability: \$50,000 Per Occurrence.
 - f) Medical Expense: \$5,000 Per Person.
 - 2) .2 Owners & Contractors Protective Liability:
 - a) Bodily Injury and Property Damage: \$1,000,000 Aggregate
 - b) Bodily Injury & Property Damage: \$500,000 Per Occurrence
 - 3) .3 Automobile Liability (Owned, Non-owned & Hired Vehicles):
 - a) Contractor Insurance Option Number 1:
 - 1. Bodily Injury and Property Damage (Combined Single Limit):\$500.000 Per Occurrence.
 - b) Contractor Insurance Option Number 2:
 - 1. Bodily Injury: \$250,000 Per Person.,

2. Bodily Injury: \$500,000 Per Accident.,
3. Property Damage: \$100,000 Per Occurrence.
- 4) .4 Excess Liability (Umbrella on projects over \$500,000):
 - a) Bodily Injury & Property Damage (Combined Single Limit):
\$1,000,000 Aggregate
- 5) .5 Workers' Compensation: (As Required by Statute)
- 6) .6 Employers' Liability:
 - a) Accident: \$100,000 Per Occurrence.
 - b) Disease: \$500,000 Policy Limit.
 - c) Disease: \$100,000 Per Employee.
- 7) .7 Property Insurance:
 - a) General Builder's Risk: Equal to Value of Work.
- b. §11.1.1.2 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - 1) .1 Premises Operations (including X, C and U coverages as applicable).
 - 2) .2 Independent Contractors' Protective
 - 3) .3 Products and Completed Operations.
 - 4) .4 Personal Injury Liability with Employment Exclusion deleted
 - 5) .5 Contractual, including specified provision for Contractor's obligation under paragraph 3.18.2 Owned, non-owned and hired motor vehicles.
 - 6) .6 Broad Form Property Damage including Completed Operations.
- c. §11.1.1.3 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- d. §11.1.1.4 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715™-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.
- e. §11.1.1.5 Performance Bond and Payment Bond:
 - 1) .1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.
 - 2) .2 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of

intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

- 3) .3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

B. §11.2 Owner's Insurance

1. Delete §11.2.1 and substitute the following:
 - a. §11.2.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
2. Add the following Sections:
 - a. §11.2.1.1 If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
3. Delete §11.2.2 and substitute the following:
 - a. §11.2.2 Failure to Purchase Required Property Insurance. If the Contractor fails to purchase and maintain the required property insurance, with all the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, The Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the parties and deduct costs of insurance from contract by change order. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
4. Delete §11.2.3 and substitute the following:
 - a. §11.2.3 Notice of Cancellation or Expiration of Contractor's Required Property Insurance. The Contractor shall provide written notice of any cancellation or expiration of coverages required at least 30 days prior to any lapse in coverage event. Failure to notify Owner of any lapse in coverage event is the sole responsibility of the Contractor and any damages to the Owner or the Property shall be the Contractor's responsibility to bear all costs. Such notice requirement shall appear on the policy coverages page.
5. Delete §11.4 in its entirety.
6. Delete §11.5 in its entirety.

1.13 ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

A. §12.2 Correction of Work:

1. Add the following after Section 12.2.2.3:
 - a. §12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

1.14 ARTICLE 15 CLAIMS AND DISPUTES

A. §15.1.6 Claims for Additional Time

1. Delete §15.1.6.2 and substitute the following:
 - a. §15.1.6.2 Unusually Adverse Weather Delays:
 - 1) .1 The Contractor shall anticipate delays in the progress of the Work, due to adverse weather, during the stipulated Contract Time in the amount of days published in recognized official data. If documented evidence (from recognized official data) indicates weather delays in excess of this amount, then they shall be declared as unusually adverse weather and then the Contractor may be granted an Extension of Time for each Work Day, in excess of the normal days, in which the weather prevented work on the Project Site for fifty (50) percent or more of the Contractor's "Normal Work Day", but only if such prevented work was critical to the timely completion of the project.
 - 2) .2 Contractor's "Normal Workday" shall be defined on the basis of Hours Per Day/Days Per Week as stated by the Contractor at the beginning of the Project. Example: If the Contractor indicates that his "normal" (regular) schedule is a 6-Day Work Week, meaning Monday through Saturday, then a rain on Sunday (since not a scheduled Workday) will not necessarily delay the Work of the Project. However, site conditions, as a result of the rain, could partially or fully prevent scheduled outside work on Monday (and thereafter) thereby making the Contractor eligible to apply for a Weather Delay Extension of Time on the basis of the conditions stated in the paragraph above.
2. Add the following Sections:
 - a. §15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
 - b. §15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

B. §15.1.7 Waiver of Claims for Consequential Damages

1. Delete §15.1.7 and substitute the following:
 - a. §15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. If, before expiration of 30 days from the date of execution for this agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this subparagraph 15.1.7 shall be applicable to claims by the Contractor against the Architect. This mutual waiver includes:
 - 1) .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 2) .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising from the Work.
- C. Delete §15.3 Mediation in its entirety including all subsections.
- D. Delete §15.4 Arbitration in its entirety including all subsections.
- E. Add Section §15.3 Resolution of Claims and Disputes
 1. Add the following Sections:
 - a. §15.3.1 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days. After receipt of the Architect's decision, either party may file a claim in court for resolution of the dispute. However, any action or suit filed in court shall only be filed in the Chancery Court of the County of the Owner's principal place of business. In the event a legal action or suit is filed in a court other than the designated court, then the other party shall be entitled to have a case transferred to the designated court and be reimbursed for all attorney's fees and expenses incurred in transferring the case.
 - b. §15.3.2 Attorney's Fees: In the event of default or breach by any party hereto, the non-defaulting party shall have the right to enforce this contract and/or seek damages for its breach in the Courts of the county of the Owner's principal place of business. In addition to such other damages as may be provided herein or as may be proved by the non-defaulting party, the defaulting party shall be liable and responsible for all attorney's fees, court costs, expert witness fees or other out of pocket expenses incurred by the non-defaulting party as a result, directly or indirectly, of the breach or default by the defaulting party.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED
END OF SECTION

SUMMARY AND ALTERNATES

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION

- A Project Name: JAYCEE PARK IMPROVEMENTS
- B Owner's Name: CITY OF HATTIESBURG
- C Architect's Name: LANDRY LEWIS GERMANY ARCHITECTS, P.A.
- D Drawings and Project Manual dated: 10/10/2022

1.2 ABBREVIATED WRITTEN SUMMARY

- A Briefly, and without force and effect upon contract documents, work of contract can be summarized as follows:
 - 1. The work consists of the renovation of the existing Jaycee Park Fieldhouse and baseball stadium. The work is intended to beautify and compliment the ongoing park improvements.
- B Refer to the following Sections for additional information related to the scope of work.
 - 1. Allowances as described in Section 012100 - Allowances are included in the scope of the work.

1.3 ALTERNATES

- A ALTERNATE 1: PAINT EXPOSED CONCRETE FLOOR UNDER ROOF @ COVERED CIRCULATION 107 WITH "STONEHARD - STONECHEM EPOXY PRIMER GS4" - ACCENT EPOXY PAINT
- B ALTERNATE #2 - AS INDICATED ON DRAWINGS - PAINT ACCESS ISLES WITH "STONEHARD - STONECHEM EPOXY PRIMER GS4" - ACCENT EPOXY PAINT

1.4 OWNER OCCUPANCY

- A Owner intends to occupy the Project upon Substantial Completion.
- B Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C Schedule the Work to accommodate Owner occupancy.

END OF SECTION

ALLOWANCES

PART 1 GENERAL

1.1 GENERAL

- A Coordinate allowance work with related work to ensure that each selection is completely integrated and interfaced with related work. Requirements for the work of allowances are shown and specified to an extent established by date of contract documents; additional requirements are established by change order. At earliest possible date, advise Architect of date each final allowance selection must be completed.
- B Submit proposals for allowance work as directed and in the manner specified for change orders. Indicate quantities, unit costs, and total purchase amounts. Taxes, insurance, bond, delivery charges and trade discounts are included. Where requested, furnish detailed breakdown of quantity survey. Deliver excess materials of allowance work to Owner's storage space, or dispose of by other means as directed.
- C Use only as directed by Owner or Architect, by way of change order. Include related costs and reasonable Contractor margins in change order proposals. Prior to project closeout, submit final allowance change order proposal, crediting Owner with unused amount (if any) of allowance. Allowance includes all overhead, profit, insurance, bond, taxes, delivery charges or other costs related to changes authorized.

1.2 ALLOWANCES SCHEDULE

- A Include the stipulated sum of \$15,000.00 for purchase, delivery, and installation of refrigerator and dishwasher appliances to be selected by the Owner. Contractor shall coordinate the delivery and installation as required as part of the Contract prior to close-out.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 25 13 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Bid Date, are included in contract document and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions;" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions," and are subject to requirements hereof.
- C. Standards: Refer to Division-1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

1.3 QUALITY ASSURANCE:

- A. Source Limitations: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract

documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

1.4 SUBMITTALS:

- A. Requests for Substitutions: Submit 3 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

1.5 PRODUCT DELIVER-STORAGE-HANDLING:

- A. General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.6 WARRANTIES (GUARANTEES):

- A. Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:
- B. Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.
- C. Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.
- D. Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

- E. Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).
- F. General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of substantial completion, or 4) Insurrection or acts of aggression including war.
- G. Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.
- H. Consequential Damages: Except as otherwise indicated or required by governing regulation, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.
- I. Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.
 - 1. A period of time ending upon date original warranty would have expired if there had been no failure.
- J. Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.
- K. Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.
- L. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCE'S:

- A. General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary,

performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

- B. Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:
- C. Single Product/Manufacturer Name: Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.
- D. Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.
- E. "Or Equal": Where named products in specifications text are accompanied by the term "or equal," or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's approval (by change order) to provide an unnamed product. "Named", except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect for acceptance before proceeding.
- F. Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.
- G. Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
- H. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
- I. Visual Matching: Where matching with an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning, "substitutions" and "change orders" for selection of a matching product outside established cost category or, of a product not complying with requirements.
- J. Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar

effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include "...as selected from standard colors, patterns, textures available within the industry...", or words to that effect, selection of product (complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

2.2 SUBSTITUTIONS:

- A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
- B. Where request is directly related to an "or equal" clause or other language of same effect in contract documents.
- C. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.
- D. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliance's which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.
- E. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
- F. Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.
- G. Work-Related Submittals: Contractor's submittal of (and Architect's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.3 GENERAL PRODUCT REQUIREMENTS:

- A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety

guards and other devices and details needed for a complete installation and for intended use and effect.

- B. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.
- C. Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
- D. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.
- E. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
- F. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 29 00 - SCHEDULES, REPORTS, PAYMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-I Specification sections, apply to work of this section.

1.2 PROGRESS SCHEDULE:

- A. Bar-Chart Schedule: Not more than 14 days after date established for "Notice to Proceed", submit a bar-chart type progress schedule indicating a time bar for each major category or unit of work to be performed at site, properly sequenced and intermeshed and showing completion of the work sufficiently in advance of date established for "substantial completion of the work".
- B. Distribution: Following initial submittal to and response by Architect, print and distribute progress schedule to Architect, Engineers, Owner, separate contractors (if any), principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule-compliance requirement. Distribute and post subsequent updated issues to same entities, when revisions are made; except delete entities from distribution when they have completed assigned work and are no longer involved in performance of scheduled work.

1.3 SCHEDULE OF VALUES:

- A. General: Prepare schedule of values, as required by General Conditions. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit copy of schedule of values to Architect and Engineers.
- B. Time Coordination: In coordination of initial submittals and other administrative "start up" activities, submit schedule of values to Architect at earliest feasible date, but in no case later than 7 days before initial payment request is to be submitted.
- C. Listing: Arrange schedule with columns to indicate generic name of item, change orders (numbers) which have affected value, dollar value of item, and percentage of Contract Sum (to nearest one-hundredth percent and adjusted to total 100 percent).

1.4 PAYMENT REQUESTS:

- A. General: Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including initial application, application at times of substantial completion, and final payment application.

- B. Application Transmittal: Submit 3 executed copies of each payment application, each copy of which is completed with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit to Architect by means ensuring receipt within 24 hours.
- C. Payment Application Times: The "period" for each progress payment is from the twenty-sixth (26th) of the month to the twenty-fifth (25th). Payment shall be made by the tenth (10th).
- D. Payment Application Forms: AIA Document G702 and Continuation Sheets; 1992 form, available from "Publications, a Division of the AIA Service Corporation", 1735 New York Ave. NW., Washington, DC, 20006 (also available at most local AIA chapter offices).
- E. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- F. Waivers of Lien: For each payment application, submit waivers of lien to the owner.
- G. Extension of Time: See Supplementary Conditions, specifically ARTICLE 8 TIME and ARTICLE 9 PAYMENTS AND COMPLETION as it relates to the Extension of Time and Liquidated Damages.
 - 1. Extension of Time: The Contractor must submit each month, with his application for payment, a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. Failure to include a letter stating that he is requesting an extension of time shall be considered a request for zero additional days for that payment period. Complete justification on a specific day by day basis, which shall include, but is not limited to, weather reports, site condition reports, a listing of which trades are delayed and which trades are not delayed (with verification from each trade), photo of the site and appropriate correspondence. The receipt of this request and data will be evaluated and accepted or rejected with the processing of the application for payment. The final determination as to the granting of an extension of time will be in the sole discretion of Architect/Owner, and Contractor agrees that this is a reasonable and appropriate method of resolution and agrees to abide by the decision of Architect. Weather delays for work to be performed inside of the building, shall not be allowed after the building reaches the enclosure stage unless Contractor can furnish clean and convincing proof that such an extension would be justified and Architect grants such extension.
- H. Application at Time of Substantial Completion:
 - 1. See Section 01 77 00 - Project Closeout.
- I. Final Payment Application:
 - 1. See Section 0 177 00 - Project Closeout.

PART 2 - PRODUCTS (not applicable)

JAYCEE PARK IMPROVEMENTS
HATTIESBURG, MS

10/10/2022
CN 22-3922

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 33 00 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. The types of submittal requirements specified in this section include shop drawings, product data, samples and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work. Refer to other Division-1 sections and other contract documents for requirements of administrative submittals.

1.3 Definitions: Work-related submittals of this section are categorized for convenience as follows:

- A. Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects.
- B. Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed therein.
- C. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.
- D. Mock-ups are a special form of samples, which are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals.
- E. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.
- F. Color Selection: No color selection's will be made until all required samples and shop drawings have been submitted for coordination and approval.

1.4 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:

- A. General: Except as otherwise indicated in individual work sections, comply with requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.
- B. Shop Drawings: Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). Show dimensions which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements. Do not allow shop drawing copies without appropriate final "Action" markings by Architect to be used in connection with the work.
- C. Submittal: One correctable translucent reproducible print and one blue-line or black-line print; reproducible will be returned.
- D. Product Data: Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at project site, available for reference by Architect and others.
- E. Submittals: Do not submit product data, or allow its use on the project, until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Architect, marked with an "Action" which indicates an observed non-compliance. Submit 2 copies, plus 2 additional copies (which will be returned) where required for maintenance manuals.
- F. Installer's Copy: Do not proceed with installation of materials, products or systems until final copy of applicable product data is in possession of Installer.
- G. Samples: Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where Architect's selection is required. Prepare samples to match Architect's sample where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Architect. Architect will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of Contractor.
- H. Submittal: At Contractor's option, provide preliminary submittal of a single set of samples for Architect's review and "Action". Otherwise, initial submittal is final submittal unless returned with "Action" which requires resubmittal. Submit 2 sets of samples in final submittal; one set will be returned.
- I. Quality Control Set: Maintain returned final set of samples at project site, in suitable condition and available for quality control comparisons by Architect, and by others.

- J. Mock-Ups: Mock-ups and similar samples specified in individual work sections recognized as a special type of sample. Comply with requirements for "samples" to greatest extent possible, and process transmittal forms to provide a record of activity.
- K. Inspection and Test Reports: Classify each as either "shop drawing" or "product data", depending upon whether report is uniquely prepared for project or a standard publication of workmanship control testing at point of production, and process accordingly.
- L. Warranties: Refer to "Products" section for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies.
- M. Closeout Submittals: Refer to individual work sections and to "closeout" sections for specific requirements on submittal of closeout information, materials, tools and similar items.
- N. Record Document Copies: Furnish one set.
- O. Maintenance/Operating Manuals: Furnish 2 bound copies.
- P. Materials and Tools: Refer to individual work sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- Q. General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for proper performance of the work. Include such additional copies in transmittal to Architect where required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.5 ACTION ON SUBMITTALS:

- A. Architect's Action: Where action and return is required or requested, Architect/Engineer will review each submittal, mark with "Action", and where possible return within 2 weeks of receipt. Where submittal must be held for coordination, Contractor will be so advised by A/E without delay.
- B. Final Unrestricted Release: Work may proceed, provided it complies with contract documents, when submittal is returned with the following:
- C. Marking: "Approved"
- D. Final-But-Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with contract documents, when submittal is returned with the following:
- E. Marking: "Approved as Noted".
- F. Returned for Resubmittal: Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking. Do not allow

submittals with the following marking (or unmarked submittals where a marking is required) to be used in connection with performance of the work:

- G. Marking: "Returned for Resubmittal".
- H. Other Action: Where submittal is returned for other reasons, with Architect explanation included, it will be marked as follows:
- I. Marking: "Action Not Required".
- J. Reviewing is only for conformance with the design concept of the project and compliance with the information given in the contract documents. The contractor is responsible for verification of all markings, changes, additions, or notes made on these drawings by the Architect. The contractor is responsible for dimensions to be confirmed and correlated at the site; for compliance with contract documents for information that pertains solely to fabrication processes or to techniques of construction and for co-ordination of the work of all trades. Approval of the shop drawings is not considered an extension of time nor a change in the contract sum unless stated in separate letter or change order.

PART 2 - PRODUCTS (not applicable).

PART 3 - EXECUTION (not applicable).

END OF SECTION

SECTION 01 42 00 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DEFINITIONS:

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of contract documents.
- B. General Requirements: The provisions or requirements of Division-1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- C. Indicated: The term "Indicated" is a cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's responsibility into Contractor's area of construction supervision.
- E. Approve: Where used in conjunction with Architect's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- F. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on drawings, may or may not be identical with description of land upon which project is to be built.
- G. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

- H. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.
- I. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- J. Installer: The entity (person or firm) engaged by Contractor or its subcontractor or subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
- K. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

1.3 SPECIFICATION EXPLANATIONS:

- A. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect for a decision before proceeding.
- B. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.
- C. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- D. Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.

- E. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradespeople of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespeople of that corresponding generic name.
- F. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

1.4 DRAWING SYMBOLS:

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., eighth edition.
- B. M/E Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols were appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to Architect/Engineer for clarification before proceeding.

1.5 INDUSTRY STANDARDS:

- A. General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.
- B. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
- C. Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in contract documents, to have direct applicability to the work,
- D. and will be so enforced for performance of the work.
- E. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- F. Copies of Standards: Provide where needed for proper performance of the work; obtain directly from publication sources.

- G. Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other contract documents, they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations," published by Gale Research Co., available in large libraries.

1.6 GOVERNING REGULATIONS/AUTHORITIES:

- A. General: The procedure followed by Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decision having a bearing on the performance of the work including but not limited to facilities to protect the public during construction.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 45 29 - QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the contract documents.
- B. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect.
- C. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
- D. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.
- E. Requirements for the Contractor to provide quality; control services as required by the Architect, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

1.3 RESPONSIBILITIES:

- A. Contractor Responsibilities: Except where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services are the Contractor's responsibility these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included in the Contract Sum. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.
- B. The Owner will engage and pay for the services of an independent agency to perform inspections and tests that are specified as the Owner's responsibility.

- C. **Retest Responsibility:** Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the contract documents, then retests are the responsibility of the Contractor regardless of whether the original test was the Contractor's responsibility. Retesting of work revise or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.
- D. **Responsibility for Associated Services:** The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
 - 1. Providing access to the work.
 - 2. Taking samples or assistance with taking samples.
 - 3. Delivery of samples to test laboratories.
 - 4. Security and protection of samples and test equipment at the project site.
- E. **Coordination:** The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities. **Qualification for Service Agencies:** Except as otherwise indicate, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

1.4 SUBMITTALS:

- A. **General:** Refer to Division-1 section on "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect/Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
- B. **Report Data:** Written reports of each inspection, test or similar service shall include, but not be limited to the following:
 - 1. Name of testing agency or test laboratory.
 - 2. Dates and locations of samples and tests or inspections.
 - 3. Names of individuals making the inspection or test.
 - 4. Designation of the work and test method.
 - 5. Complete inspection or test data.
 - 6. Test results.
 - 7. Interpretations of test results.
 - 8. Notation of significant ambient conditions at the time of sample-taking and testing.

9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the contract documents.
10. Recommendations on retesting, if applicable.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION:

- A. General: Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Protect work exposed by or for quality control service activities and protect repaired work. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities.

1.3 QUALITY ASSURANCE:

- A. General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").
- B. ANSI Standards: Comply with applicable provisions of ANSI A10- Series standards on construction safety, including A10.3, A10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.17, A10.18, A10.20, and A10.22. NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations."

1.4 JOB CONDITIONS:

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

PART 2 - PRODUCTS AND EXECUTION

2.1 TEMPORARY UTILITY SERVICES:

- A. The types of services required include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.
1. Electrical Service: After award of the contract, the electrical contractor shall install an electrical service and meter to be extended to the construction site and terminated on a pole convenient to the building.
 - a. Utility cost shall be paid by owner.
 2. Electrical Power: Tie into existing building system if possible.
 - a. Utility cost shall be paid by owner.
 3. Potable Water: Tie into existing buildings system if possible.
 - a. Utility cost shall be paid by owner.
 4. Gas and other utilities: Tie into utilities as indicated on the plans for permanent connections.
 - a. Utility cost shall be paid by the owner.

2.2 TEMPORARY CONSTRUCTION FACILITIES:

A. GENERAL

1. The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, dewatering equipment, enclosure of work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads. Provide facilities reasonably required to perform construction operations properly and adequately.

B. WATER DISTRIBUTION:

1. Mechanical contractor shall pipe to each floor level and provide hose lengths sufficient to reach entire area of construction work, not less than 3/4" hose size. Prevent freezing of water distribution by either prompt drainage after each use, or by suitable protection. Maintain 30 psi minimum water pressure at hose outlets.

C. ENCLOSURE

1. Before the building is enclosed and at any time work is performed outside the building enclosure, each contractor shall provide all heating, equipment, fuel, labor, supervision and maintenance necessary to protect his work and material against injury from the elements, including but not limited to dampness and cold. Each contractor shall provide approved temporary heating devices, electrical power, adequate and proper fuel, enclosures, etc., required for performing the work of his trades.

2. The general contractor shall enclose the building as soon as possible after starting construction and notify all contractors in writing when enclosure is completed. The building shall be considered enclosed when the walls have been constructed, a watertight roof has been applied and all doors, windows and other openings have been closed in an approved manner with permanent and/or temporary closures which provide in the opinion of the Architect a sufficient number of operating window units for the escape of construction moisture.

D. CONSTRUCTION HEAT

1. Construction heat shall be all heat, whether furnished by temporary heating units or by the permanent heating system, necessary to heat the building enclosure prior to the Owner's assumption of responsibility for the building heat.

E. RESPONSIBILITY

1. After enclosure, the general contractor will be fully responsible for providing construction heat until the building is accepted for occupancy by the Owner.

F. PERMANENT HEATING AND VENTILATION SYSTEM

1. The mechanical contractor shall furnish permanent heating and ventilating systems to heat and ventilate all building areas using heat and air from the permanent systems when available.
2. The electrical contractor shall furnish the electrical service, wiring and equipment necessary to utilize the permanent and temporary heating and ventilating systems, completing same concurrently with mechanical work.
3. The electrical contractor shall pay the costs for making electrical connections to heating or ventilating equipment or controls for temporary use other than to permanently located equipment.
4. Operate the heating and air supply systems used during construction to provide proper temperature and relative humidity for the work of each contractor. Maintain minimum temperature and humidity conditions as follows:
5. Maintain a minimum temperature of 50 degrees at all times in the spaces involved during the placing, setting, and curing of concrete, plaster, ceramic tile, or similar materials. Supply heat in a manner that will prevent the rapid drying of materials. Supply air for drying of materials.
6. Before delivery of materials and during the installation of finished woodwork, applying paint or varnish finishes, or applying impervious membranes or fabrics such as vinyl, maintain a minimum temperature of 70 degrees. Before installation dry the structure out by heat and ventilation to such an extent that moisture contained within partitions, walls, floors, or other structures will not adversely affect the installation or application of finished materials. Maintain a temperature of not less than 70 degrees in spaces where composition flooring is being laid and has been laid for the duration of the contract.

7. At a date established in substantial completion certificate or beneficial occupancy, whichever is earlier, the Owner will assume responsibility for providing heat to all parts of the building and all contractors will be relieved of their duties to furnish construction heat.

G. TEMPORARY POWER AND LIGHTING SYSTEM

1. The electrical contractor will provide a temporary light and power system within the building for the use of each contractor as specified herein.
2. Electrical Power: The electrical contractor will provide and maintain weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, lighting, and start-up testing of permanent electric-powered equipment prior to its permanent connection to electrical system. Provide overload protection. Locate multiple outlets (not less than 4-gang), spaced so that entire area of construction can be reached by power tools on a single extension cord of 100' maximum length.
3. Lighting: The electrical contractor will provide and maintain sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting. Provide general lighting with local switching which will enable energy conservation during periods of varying activity (work-in-progress, traffic only, security check, lock-up, etc.).
4. Provide uniformly spaced general lighting equivalent to not less than one 200-watt incandescent lamp per 1000 square feet of floor area, and one 100-watt lamp per fifty feet of corridor.
5. Additional Power or Lighting: Contractor requiring any additional temporary lighting and power shall arrange to have the electrical contractor make a proper connection to the temporary system and provide facilities to suit their requirements to the extent possible and be responsible for the cost and maintenance thereof.
6. Portable Tools: Each contractor shall be responsible for maintaining portable tools and appliances operated from the temporary light and power system with suitable cords and plugs in good condition and with non-current-carrying parts grounded through a grounding conductor.
7. Maintenance and Repair: The temporary light and power system shall be used under the direction of the electrical contractor to the extent that in the event of heavy loading, he shall designate where loads may be connected so as to prevent overloading of circuits. Each contractor shall coordinate his use of temporary power so that the demand does not exceed the service available.
8. The repair of any damage to the system, including replacement of blown fuses, resulting from misuse or from connecting faulty equipment into the system, shall be paid for by each contractor responsible for the damage. Although the temporary light and power system is furnished for the use of each contractor, the components and materials furnished by the electrical contractor shall remain his property and any costs attributed to loss or damage to same shall be reimbursed by each contractor whose employees are found to be responsible for said loss and damage.

9. Each contractor requiring power for loads larger than those defined available and for electric welders shall make his own arrangements for these facilities and pay the energy costs for same. Remove such facilities immediately after work is completed.

H. PERMANENT ELECTRICAL SERVICE

1. In accordance with the job progress and conditions, the electrical contractor will make the permanent electrical service and distribution system for the building available for use for testing and adjusting of equipment and for operation of the required heating and ventilating equipment that is installed in permanent position. Enclosures and partitions must be in place around the major items of electrical equipment before such equipment may be energized.

I. CONSTRUCTION AIDS

1. Scaffolding and staging shall be provided by contractor for both interior and exterior work as required. Furnish, install and maintain scaffolding in accordance with requirements of all laws and regulations in effect.

J. LIFTING DEVICES AND HOISTING FACILITIES

1. Contractor shall provide lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with safety devices as required by local and state codes.

K. ACCESS PROVISIONS

1. Provide ramps, stairs, ladders and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

2.3 SECURITY/PROTECTION PROVISIONS:

- A. The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, barricades, warning signs/lights, site enclosure fence, building enclosure/lockup, personnel security, theft prevention program and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site. Provide security/protection services and systems in coordination with activities and in a manner to achieve 24-hour, 7-day-per-week effectiveness.

B. SECURITY

1. The Owner will not be responsible for the safety of contractor's work, material and/or equipment.

C. FIRE EXTINGUISHERS

1. Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with

recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.

D. SITE ENCLOSURE FENCE

1. At earliest reasonable date enclose project site, or portion thereof determined by Contractor to be sufficient to contain entire construction activity.
2. At minimum, the Contractor shall provide the following site enclosure:
 - a. A barrier of 4' high orange poly-mesh with posts & tension wires as required to maintain the 4' barrier height. Contractor shall take additional precautions as required to secure materials, equipment, etc.
3. Where site enclosure fencing is installed in existing concrete or asphalt paving the Contractor shall patch/repair as required upon removal and prior to final application for payment.

2.4 BUILDING ENCLOSURE AND LOCKUP

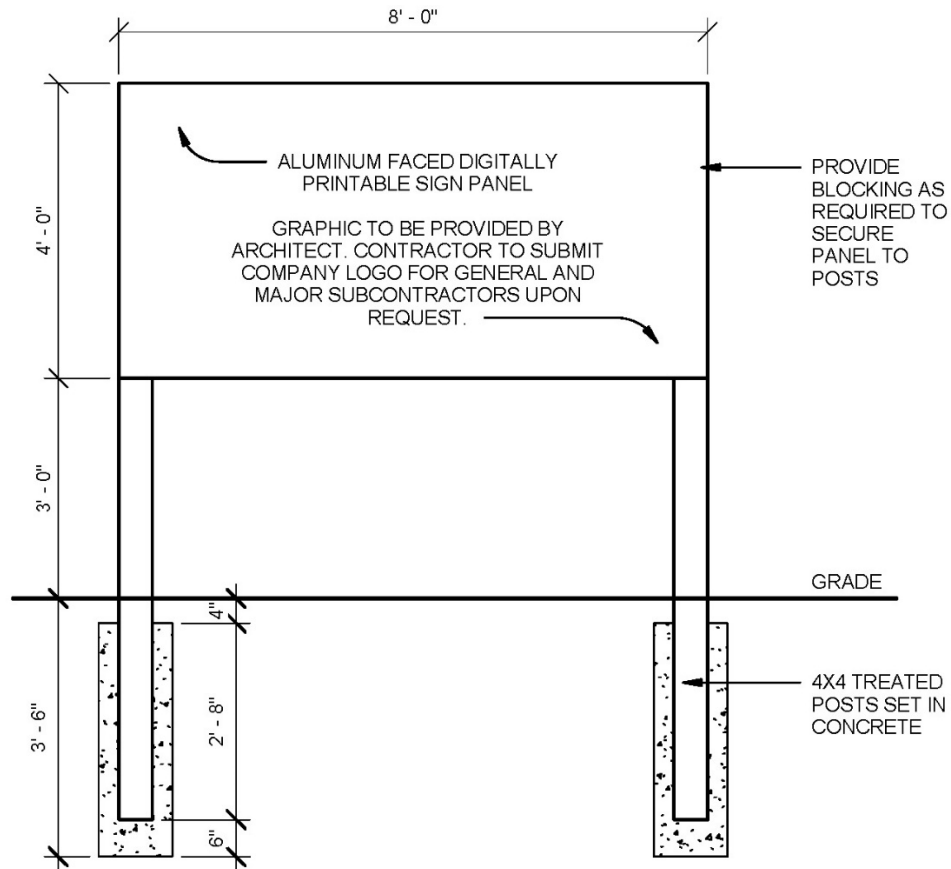
- A. At earliest possible date, secure building against unauthorized entrance at times when personnel are not working. Provide secure temporary enclosures at ground floor and other locations of possible entry, with locked entrances.
- B. The general contractor shall be responsible for the complete water tightness of the building and maintaining the building in a dry condition until acceptance. The general contractor shall be responsible for any damage from water, as well as for damage, collapse or failure of any part of the building caused by excess water undermining or creating pressures on the structure. Each contractor shall be responsible for damages caused by their subcontractors.

2.5 TEMPORARY SUPPORT FACILITIES:

- A. The types of temporary support facilities required include, but not by way of limitation, field offices, storage sheds, fabrication sheds, sanitary facilities, drinking water, first aid facilities, telephones, thermometer, project identification signs, clean-up facilities, waste disposal service, rodent/pest control and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's and Architect's personnel. Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of the project, only when and in manner authorized by Architect; and, if not otherwise indicated, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.
- B. Material Storage: The contractor and each subcontractor shall make suitable provisions for his own office and for the storage of his materials and provide such temporary weatherproof sheds as may be necessary for the protection of his materials. The foregoing structures and equipment shall remain the property of such contractor and upon completion of the work the structures shall be removed from the site.

- C. Sanitary Facilities: At general contractor's option, provide either piped (wet) toilet facilities or self-contained toilet units of type acceptable to governing authorities, adequate (at all stages of construction) for use of personnel at project site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site.
 - 1. Use of owners' facilities are allowed
- D. Drinking Water: General contractor shall provide dispenser-type, cold drinking water units; adequate in number and locations for personnel at project site. Furnish paper cups and waste receptacles.
- E. Repair of Damaged Items: The contractor who installed the temporary facilities is responsible for maintaining said facilities; however, misuse, damage or destruction of another contractor's or subcontractor's facilities shall be paid for by the contractor whose employees were responsible for said loss or damage. If responsible party is unknown, the cost to correct or replace shall be prorated to all contractors and subcontractors on the job at the time of such damage.

END OF SECTION



PROJECT SIGN
NO SCALE

SECTION 01 77 00 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Closeout is hereby defined to include general requirements near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. Time of closeout is directly related to "Substantial Completion"; and therefore, may be either a single time period for entire work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.
- B. Final payment will not be approved until all close-out documentation have been received.

1.3 SUBSTANTIAL COMPLETION:

- A. The contractor shall have completed the following:
 - 1. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 - 2. Make final change-over of locks and transmit keys to Owner and advise Owner's personnel of change-over in security provisions.
 - 3. Complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services along with construction tools and facilities, mock-ups, and similar elements.
- B. Inspection Procedures: Upon receipt of contractor's request, Architect will either proceed with inspection or advise contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of substantial completion, or advise contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

1.4 FINAL ACCEPTANCE:

- A. General: Prior to requesting Architect's final inspection for certification of final acceptance and final payment as required by General Conditions, complete the following and list known exceptions (if any) in request:

- B. Submit final payment request with final releases and supporting documentation not previously submitted and accepted, include certificates of insurance for products and completed operations where required.

1.5 FORM OF CLOSE-OUT DOCUMENTS:

- A. Contractor shall submit all required documents in one initial complete package. Partial submittals will be returned to the Contractor.
- B. Prior to Final Payment the Contractor shall provide the closeout documents in DUPLICATE in the following format: (Unless otherwise noted)
- C. All closeout documents must be provided in two binders. (Operation and Maintenance Manuals may be in a separate binder if necessary)

NOTE: A single Binder is acceptable if furnished with a digital copy on portable USB Drive with ordered and Organized Folders labeled as tabbed in the binder.

- 1. Each item shall be tabbed.
- 2. Each item shall be numbered with the item number listed below.
- 3. Package shall include all as-built drawings and specifications, operation manuals, maintenance manuals and all items listed below.

1.6 REQUIRED CLOSE-OUT DOUCMENTS:

- A. Submit copies of original Contract, Bonds, Certificate of Insurance and all Change Orders. (Two required - photo copies acceptable)
- B. Final Request for Payment, A.I.A. Document G702. (Three originals required)
- C. Consent of Surety for Final Payment, A.I.A. Document G707, completed in full by bonding company with Power of Attorney. (Two originals required- notarized)
- D. Release of Liens and Certification All Bills Are Paid, A.I.A. Document G706. (Two originals required - notarized)
- E. Contractor's Affidavit of Release of Liens, A.I.A. Document G706A. (Two originals required - notarized)
- F. Notarized letter with the following wording: (Two originals required - notarized)
 - 1. "We hereby certify that all bills for labor and materials incorporated into the above captioned project under our contract, have been paid and that the Owner is released from any and all claims and/or damages under this contract."
- G. Notarized Statement Stating:

1. Project has been constructed in accordance with contract documents. (Two originals required - notarized)

H. Guarantee of Work:

1. Sworn statement that all work is guaranteed against defects in materials and workmanship for one year from date of owner's acceptance, except where specified for longer periods. (Two originals required - notarized)
2. All guarantees and warranties shall be obtained in the Owner's name.
3. Word the Guarantee as follows: (All four paragraphs)

"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one year or such longer period of time as may be called for in the contract documents for such portions of the work.

Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty."

I. As Built Record Drawings:

1. Maintain one complete set of contract document drawings for recording substantial deviations from the work originally shown. The mechanical and electrical contractors shall maintain a separate set of documents at all times, throughout the project. If items are discovered which are uncharted or unknown, record such item and location for future referenced by the owner. Locate deviation by dimension and or scale for site and building work from known, visible and obvious point of reference. Note all items changed by addendum and change orders.

2. The Contractor shall keep in reserve one complete set of plans for use as the "As Built Drawings". All deviations from the original plans, shall be flagged with a "cloud" and noted and dimensioned if necessary. Each drawing shall be noted as "As Built Drawing"
3. In addition, the Contractor shall scan the "As Built Drawings" to disc in PDF format and provide one disc to the Architect for transmittal to the owner.

J. As Built Record Specifications

1. Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modification as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Architect for Owner's records.

K. Record Product Data (Shop Drawings, Brochures, Submittals, etc.):

1. Maintain two copies of each product data submittal, and mark-up significant variations in actual work in comparison with submitted information, include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set to Architect for Owner's records.

L. Maintenance Manuals:

1. Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed), include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", three-ring vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

M. Roofing Guarantees Manufacturer's guarantees. (Two originals required)

N. Roofing Guarantee-Service:

1. Service Guarantee, copies at end of Section. (Two originals required)

O. Permits, Licenses and Certificates

1. For the Owner's records, submit copies of building and other permits, licenses, certifications, city/county inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records

established in conjunction with compliance with standards and regulations bearing upon performance of the work. (Two required - photo copies acceptable)

- P. Termite Treatment Warranty for five (5) years from date of treatment. (Two originals required)
- Q. Door Guarantee (Two originals required)
- R. Warranty on Insulating Glass Units for ten (10) years. (Two originals required)
- S. Maintenance instructions for resilient floor covering. (Two required - photo copies acceptable)
- T. Maintenance instructions for ceramic tile flooring. (Two required - photo copies acceptable)
- U. Notarized letter with the following wording: (Two originals required)

"We hereby certify that all material incorporated in this project are non-asbestos containing materials".

- V. Listing of all required materials (List of stock materials to be left with the Owner). Carpet, tile, ceiling, shingles etc. When and where signed and received by whom, with owner. (Two required - photo copies acceptable)

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES:

- A. General Operating/Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with Owner's personnel at project site to provide basic instruction needed for proper operation and maintenance of entire work, include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, guarantee from manufacturers and serviced guarantee, agreements to maintain, bonds, and similar continuing commitments.

3.2 FINAL CLEANING:

- A. General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final cleaning of the work at time indicated consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:

- 1. Remove labels which are not required as permanent labels.

2. Clean transparent materials, including mirrors and window/door glass to a polished condition removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.
3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
4. Wipe surfaces of mechanical and electrical equipment clean, and similar equipment; remove excess lubrication and other substances.
5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, manholes, attics and similar spaces.
6. Clean concrete floors in non-occupied spaces broom clean.
7. Vacuum clean carpeted surfaces and similar soft surfaces.
8. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
9. Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use.
10. Clean light fixtures and lamps so as to function with full efficiency.
11. Clean project site (yard and grounds), including landscape development areas of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake ground which are neither planted nor paved to a smooth, even-textured surface.
12. Pest Control: Engage an experienced exterminator to make a final inspection of project and to rid project of rodents, insects, and other pests.
13. Removal of Protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.
14. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
15. Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these to Owner's best advantage as directed.

END OF SECTION

SECTION 031500 - CONCRETE ACCESSORIES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install concrete accessories.
2. The types of concrete accessories required include the following:
 - a. Construction joints.
 - b. Expansion joints and fillers.
 - c. Control joints.

B. General: All joints subject to hydrostatic pressure shall be provided with continuous water stop.

C. Related Work Specified Elsewhere:

1. Section 033001 - Concrete Formwork.

1.2 QUALITY ASSURANCE

A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:

1. ACI 301, Specifications for Structural Concrete for Buildings, Chapter 6, Joints and Embedded Items.
2. ASTM A 36, Structural Steel.
3. ASTM D 1752, Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.
4. ASTM B 164, Nickel-Copper Alloy Rod and Bar.

B. All manufactured items shall be installed in accordance with manufacturer's instructions.

1.3 SUBMITTALS

A. Samples: Submit for approval the following samples:

1. Cork expansion joint fillers.
2. Multipolymer plastic bearing strips.

B. Shop Drawings: Submit for approval the following:

1. Manufacturer's specifications and installation instructions for all materials required.
2. Layout of all construction joint locations prior to the submittal of steel reinforcing drawings.
3. Detail for joining polyvinyl chloride to steel waterstops.

PART 2 - PRODUCTS

2.1 WATERSTOPS

Waterstops shall be of the highest grade virgin polyvinyl chloride (PVC) meeting the latest revision of Corps of Engineers' Specification CRD-C-572. No scrap or reclaimed PVC shall be used in the compound. Waterstops required for expansion joints shall be 9 inches in width, 3/8-inch in web thickness dumbbell type with 3/4-inch I.D. center bulb, capable of withstanding a hydrostatic pressure of 150 feet. Waterstops required for all other joint conditions shall be 6 inches in width, 3/8-inch in web thickness, dumbbell type capable of withstanding a hydrostatic pressure of 125 feet. Manufacturers meeting the geometry and specifications are: Greenstreak Plastic Products, Box 7139, St. Louis, Missouri 63177, (314) 225-9400, Style No. 748 for the 6 inch by 3/8-inch and style 753 for the 9 inch by 3/8-inch; Vinylex Corporation, P.O. Box 7187, Knoxville, Tennessee, 37921, (615) 690-2211, Catalog No. D6-38 for the 6 inch by 3/8-inch and DB9-38 for the 9 inch by 3/8-inch. Other products shall not be used without prior review and acceptance by the Engineer. Rubber waterstops meeting the latest revision of Corps of Engineers' Specification CRD-C-513 will be considered equal.

2.2 PREMOLDED EXPANSION JOINT FILLER

- A. Premolded joint filler (PJF) for interior expansion joints shall be self-expanding cork consisting of preformed strips that have been formed from clean granulated cork particles securely bound together by a synthetic resin of an insoluble nature. The PJF shall be capable of expanding 140 percent of its original thickness, which shall be 3/4-inch unless shown otherwise on the Drawings. The PJF shall meet the specification requirements of the latest revision of Corps of Engineers' Specification CRD-C 509, Type III and ASTM D 1752 Type III. Manufacturers meeting the specification requirements are: Sealtight Products by W.R. Meadows, Inc., P.O. Box 543, Elgin, IL 60120, (312) 683-4500 and Tex-Mastic Products by J & P Petroleum Products, Inc., P.O. Box 4206, Dallas, TX 75208, (214) 331-5401. Other products shall not be used without prior review and acceptance by the Engineer.
- B. Premolded joint filler (PJF) for exterior expansion joints between concrete slabs and structural walls, where specifically shown on the Drawings shall be asphalt impregnated fiber board conforming to the latest revision of ASTM D 1751. Thickness of the PJF shall be 3/4-inch unless otherwise shown on the Drawings. Manufacturers meeting the specification requirements are: Sealtight Products by W.R. Meadows, Inc., P.O. Box 543, Elgin, IL 60120, (312) 683-4500 and Tex-Mastic Products by J & P Petroleum Products, Inc., P.O. Box 4206, Dallas, TX 75208, (214) 331-5401. Other products shall not be used without prior review and acceptance by the Engineer.

2.3 CONCRETE CONSTRUCTION JOINT ROUGHENER

- A. Provide a water soluble non-flammable, surface-retardant roughener.
- B. Product and Manufacturer: Provide one of the following:
 - 1. Rugasol-S by Sika Chemical Corporation, for horizontal joints only.
 - 2. EAC-S by Preco Industries, Ltd., for horizontal joints only.
 - 3. Tuf-Cote (Deep Etch) by Preco Industries Ltd., for vertical joints.
 - 4. Or equal.

2.4 EPOXY BONDING AGENT

- A. Provide an epoxy-resin bonding agent, two component, polyamide type.
- B. Product and Manufacturer: Provide one of the following:
 - 1. Sikadur Hi-Mod by Sika Chemical Corporation
 - 2. Epoxite Binder (Code #2390) by A.C. Horn, Inc.

3. Or equal.

2.5 PREFORMED BEARING STRIPS

- A. Provide a multipolymer plastic bearing strip with a coefficient of friction less than .01. Bearing strip to be 1/8 inch thick by nine inches wide.
- B. Product and Manufacturer:
 1. Korolath bearing strips by Koro Corporation.
 2. Or equal.

ANCHOR BOLTS

- A. These shall conform to ASTM A675, Grade 50. Anchor bolts shall be galvanized on all exposed surfaces in accordance with ASTM A153.
 - B. Set all anchor bolts by template, rigidly secure the bolts in place to prevent their displacement, and verify all bolt locations before placing concrete, so that the bolt locations in the completed foundations will conform accurately to the bolt setting dimensions indicated on the foundation drawings.
- 2.7 Backer-rod shall be high-grade extruded closed-cell polyethylene foam that is completely compatible with polysulfide and urethane type sealants. Backer-rod shall also be ultraviolet stable, resistant to oils, chemicals, ozone and weathering. The size of the rod shall be 1 inch diameter for 3/4 inch wide joints. To the extent possible only full length rods shall be used; splices shall be minimized. Acceptable manufacturers are: Sonofoam by Sonneborn Building Products, 7711 Computer Avenue, Minneapolis, MN 55435, (612) 835-3434 and Tex-Mastic Products by J & P Petroleum Products, Inc., P.O. Box 4206, Dallas, TX 75208, (214) 331-5401. Other products shall not be used without prior review and acceptance by the Engineer.
- 2.8 Mastic used to prevent bond at joints indicated on the Drawings shall be Igas joint system by Sika Corporation, Box 297, Lyndurst, NJ 07071, (201) 933-8801 or approved equal. Primer shall be as recommended by the manufacturer.
- 2.9 Materials for forming joints and load transfer devices for installation in street and roadway pavement slabs shall be in accordance with MDOT Specifications, Section 707.

PART 3 - EXECUTION

3.1 INSPECTION

Examine conditions under which joints are to be installed, and notify ENGINEER in writing of unsatisfactory conditions existing. Do not proceed with the Work until unsatisfactory conditions or deficiencies have been corrected in a manner acceptable to ENGINEER.

3.2 CONSTRUCTION JOINTS

- A. Comply with ACI 301, Chapter 6, and as specified below.
- B. Locate and install construction joints as shown.

C. Horizontal Joints:

1. Roughen concrete at the interface of construction joints in accordance with instructions of the manufacturer of joint roughener. Immediately before placing fresh concrete, thoroughly clean the existing contact surface using a stiff brush or other tools and a stream of water under pressure. The surface shall be clean and wet, but free from pools of water at the moment the fresh concrete is placed.
2. Remove laitance, waste mortar or other substance which may prevent complete adhesion.
3. Place a 2-inch thick coat of mortar, of similar proportions to the mortar in the concrete, over the contact surface of the old concrete. Place fresh concrete before the mortar has attained its initial set.

D. Vertical Joints:

1. Apply roughener to the form in a thin, even film by brush, spray or roller in accordance with the manufacturer's instructions. After roughener is dry, concrete may be placed.
 2. When concrete has been placed and the form removed, wash loosened material off with high pressure water spray to obtain roughened surface subject to approval by ENGINEER.
- E. Place two layers of 1/8 inch thick bearing strips on concrete bearing surface prior to placing concrete slab to provide sliding bearing as shown.

3.3 EXPANSION JOINTS

- A. Comply with ACI 301, Chapter 6, and as specified below.
- B. Locate and install expansion joints as shown. Install cork filler in accordance with manufacturer's instructions.

3.4 BONDING WITH EPOXY ADHESIVE

- A. Use adhesive for the following:
 1. Bonding of fresh concrete to concrete cured at least 28 days or to existing concrete.
 2. Bonding of horizontal construction joints where these are required by the Drawings or approved by ENGINEER for foundation mats that are five feet thick or greater.
- B. Handle and store epoxy adhesive in compliance with the manufacturers printed instructions, including safety precautions.
- C. Mix the epoxy adhesive in complete accordance with the instructions of the manufacturer.
- D. Before placing fresh concrete, thoroughly roughen and clean hardened concrete surfaces and coat with epoxy grout not less than 1/16-inch thick. Place fresh concrete while the epoxy material is still tacky, without removing the in-place grout coat, and as directed by the epoxy manufacturer.

3.5 WATERSTOPS

- A. Install waterstops for all joints indicated on the Drawings. Waterstops shall be continuous around all corners and intersections so that a continuous, water-tight seal is provided. Splices shall be made by welding in accordance with the manufacturer's recommendations, subject to acceptance of the Engineer. The finished splices shall provide a cross-section that is dense and free of porosity. If rubber waterstops are used, provide factory formed corners, intersection pieces, splicing unions and approved joint cementing compounds.
- B. To properly secure waterstops before concrete is poured, drill holes in waterstops just below the bulb and center the waterstop in the joint. Tie to reinforcing steel with 16 gauge black annealed steel tying wire as specified in Section 03200 and secure in place so that the waterstop will be normal to the joint.
- C. Where movement at the joint is provided for, the water stops shall be of a type permitting movement without injury.
- D. The spacing of the ties shall match the spacing of the reinforcing, but need not be spaced less than 12 inches on center. The ties shall be secured to the reinforcing such that the waterstops will remain in the required position during concrete placement.

PART 4 -COMPENSATION

4.1 MEASUREMENT

There shall be no separate measurement for items in this section.

4.2 PAYMENT

There shall be no separate payment for items in this section.

**** END OF SECTION ****

SECTION 03 30 00 - CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to work specified in this section.
- B. Vapor Barriers are specified in SECTION 07 25 00
- C. Concrete Reinforcement is specified in SECTION 03 30 02
- D. Concrete Formwork is specified in SECTION 03 30 01

1.2 DESCRIPTION OF WORK:

- A. The extent of concrete work shown on drawings.
- B. Above Grade
- C. Columns
- D. Slabs on fill
- E. Above Floor Beams
- F. Concrete foundations, walls, and footings.
- G. Walls
- H. Cells of CMU
- I. Floor toppings.

1.3 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified:
 - 1. American Concrete Institute (ACI):
 - 2. ACI 301 "Specifications for Structural Concrete for Buildings".
 - 3. ACI 318 "Building Code Requirements for Reinforced Concrete".
 - 4. ACI 315 "Manual of Standard Practice for Detaining Reinforced Concrete Structures".

5. ACI 347 "Recommended Practice for Concrete Formwork".
6. American Society for Testing & Materials (ASTM):
7. ASTM A 615 "Deformed and Plain Billet Steel Bar for Concrete Reinforcement".
8. ASTM A 185 "Welded Steel Wire Fabric for Concrete Reinforcement".
9. ASTM C 33 "Concrete Aggregates".
10. ASTM C 94 "Ready-Mixed Concrete".
11. ASTM C 150 "Portland Cement".
12. ASTM C 260 "Air-Entraining Admixtures".
13. ASTM C 309 "Liquid Membrane Forming Compounds for Curing Concrete".
14. ASTM C 494 "Chemical Admixture for Concrete".

1.4 CONCRETE TESTING:

A. Quality Control

1. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
2. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
3. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
4. Testing Agency Qualifications: An independent agency, acceptable to the Architect, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
5. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
6. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

- B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.

- C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
- D. ACI 301, "Specification for Structural Concrete,"
- E. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- F. Concrete Testing Service: Contractor shall employ at his expense a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- G. The contractor shall furnish all concrete mix designs to the Architect for review.
- H. Test and Testing
 - 1. Materials and installed work may require testing and retesting, as directed by the Architect at any time during progress of work. Allow free access to material during progress of work. Allow free access to material stockpiles and facilities. Tests, including retesting of rejected materials and installed work, shall be done at Contractor's expense.
 - 2. The testing laboratory providing quality control has total authority and responsibility for the concrete exiting the truck. Any alteration of the concrete in the truck including addition of water, admixtures, or any other product will be allowed only at the discretion of the testing laboratory.
 - 3. The quality control laboratory has total authority of rejection of concrete prior to placement for duration of time since departure from batch plant, or any inconsistency or deviation from standards set forth herein.
- I. Required Test:
 - 1. Compression Test Specimens: ASTM C31; one set is defined as 4 standard cylinders for each compressive strength test, unless otherwise indicated or directed. Mold and store cylinders for laboratory cured test specimens except field-cure one test specimen.
 - 2. Compressive Strength Tests: ASTM C39; a minimum of one set as follows or fraction thereof, of each concrete class placed in any one day. 1 specimen tested at 7 days, 1 specimen tested at 28 days Test Field cured specimen at 28 days, 1 cylinder held as a test back up cylinder at 56 days or as directed by Architect.

Footings:	1 set for each truck
Piers:	1 set for each truck
Grade Beams:	1 set for each 100 cubic yards
Slabs on Grade:	1 set for each 100 cubic yards or any one pour for each 5000 sq. ft.
Floor Topping:	1 set for each 100 cubic yards or any one pour for each 5000 sq. ft.
Suspended Slabs and Beams:	1 set for each truck
Columns:	1 set for each truck
Above Grade Walls:	1 set for each 25 cubic yards
Retaining Walls:	1 set for each 25 cubic yards

Concrete Masonry Units (Foundation walls, lintels, piers, bond beams):	1 set for each 25 cubic yards
Concrete Paving:	1 set for each 25 cubic yards
Concrete Walks:	Not Required
Concrete Curb Gutters:	Not Required
Manholes, Catch Basins, Junction Boxes, Fence Post, Light Pole Supports, Headwalls:	Not Required

3. Slump: ASTM C143; one test for each concrete load at point of discharge; and one test for each set of compressive strength test specimens.
4. Air Content: ASTM C173, volumetric method for normal weight for each concrete load at point of discharge; and one test for each set of compressive strength test specimens.
5. Concrete Temperature: Test hourly when air temperature is 40 degrees F and below; and when 80 degrees and above; and each time a set of compression test specimens made.
6. When strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protection and curing in-place concrete.
7. Test results will be reported in writing to Architect and Contractor on same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placements, name of concrete testing service, concrete type and class design mix identification, locations of concrete batch in structure shall be described so that it is easily determined where and to what extent it is in the project. Design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of test results shall be considered satisfactory if they equal 70% of the 28-day design requirements at a 7-day break.
8. Additional Tests: The testing service will make additional test of in-place concrete when test results indicate specified concrete strength and other characteristics have not been attained in the structure, as directed by Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

1.5 CEMENT MIXES

- A. Ready-Mix Concrete: Comply with requirements of ANSI/ASTM C94, and as herein specified.
- B. Concrete Design mix is to be established to provide concrete of ten percent (10%) higher strength than the specified job strength.
- C. CONCRETE STRENGTHS FOR VARIOUS COMPONENTS AND LOCATIONS ARE INDICATED ON THE DRAWINGS.

D. Design mixes to provide required strengths concrete with the following properties for the:

1. 5000 psi 28 day compressive strength; 658 lbs cement per cu. yd. minimum; W/C ratio, 0.44 maximum.
2. 4000 psi 28-day compressive strength; 611 lbs. cement per cu. yd. minimum; W/C ratio, 0.46 maximum.
3. 3500 psi 28-day compressive strength. For slabs on grade, slabs on metal deck – no entrained air. See notes on structural drawings.
4. 3000 psi 28-day compressive strength. For grade beams and footing – no entrained air. See Notes on structural drawings.
5. 2500 psi 28-day compressive strength. 470 lbs. cement per cu. yd. minimum; W/C ratio, 0.55 maximum.

E. Proportions shall be made by weight and shall be uniformly and accurately controlled and inspected by the testing laboratory.

F. During hot weather or under conditions contributing to rapid setting of concrete a shorter mixing time than specified in ANSI/ASTM C 94, may be required.

G.

1.6 SUBMITTALS:

- A. Product Data: Submit manufacturer's product data with application and installation instructions for proprietary materials and items, admixtures, patching compounds, curing compounds, and others as requested by Architect.
- B. Submit for review five (5) sets of detailed shop drawings showing layout, sizes, arrangements, bar supports, etc., for reinforcing steel, all reinforcing for grade beams, walls, etc. shall be shown in elevations so as to indicate bar lengths, locations of splices, etc.
- C. Submit layout of construction joints for Architect review.
- D. Samples: Submit samples of materials as specified and as otherwise requested by Architect, including names, sources and descriptions.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS:

- A. Portland Cement: ANSI/ASTM C 150, Type I.
 1. Use one brand of cement throughout project, unless otherwise acceptable to Architect.
- B. Aggregates: ANSI/ASTM C 33, maximum size one inch (1").

- C. Water: Potable, clean free of oil, alkali, or other deleterious substances.
- D. Air-Entraining Admixture: ANSI/ASTM C260.
- E. Water-Reducing Admixture: ANSI/ASTM C494, Type A and contain not more than 1% chloride ions.
- F. Water Reducing: Accelerator Admixture L ASTM C494, Type C or E
 - 1. Subject to compliance with requirements, provide one of the following:
 - a. Accelguard HE; Euclid Chemical Co.
 - b. Pozzolith 122-HE; Master Builders
 - c. Darex; W.R. Grace
 - d. Sikacrete; Sika Chemical Co.
- G. Superplasticizer:
 - 1. Subject to compliance with requirements, provide one of the following:
 - a. R. Grace
 - b. Monex

2.2 RELATED MATERIALS:

- A. Non-Shrink Grout: ASTM C1107, factory pre-mixed grout.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Type D, Non-metallic
 - 1) "Masterflow 713"; Master Builders.
 - 2) "SonogROUT"; Sonneborn-Contech.
 - 3) "Euco-NS"; Euclid Chemical Co.
 - 4) "Five-Star Grout"; U.S. Grout Co.
 - 5) "DuragROUT"; L & M Const. Chemical Co.
- B. Curing Hardener, Sealer: Acrylic base compound equal to Sonneborne's Gray Kure-N-Seal. Use this material for curing and sealing of exposed finished concrete floors as noted in Finish Schedule as "Concrete (Sealed)".
- C. Moisture-Retaining Cover: One of the following, complying with ANSI/ASTM C 171.
 - 1. Polyethylene film. 6 Mil
- D. Bonding Compound: Polyvinyl acetate, rewettable type.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Weldcrete"; Larson Products.
 - b. "Everbond"; L & M Construction Chemicals.
 - c. "EucoWeld"; Euclid Chemical Co.
 - d. "Daraweld C"; W.R. Grace.
 - e. "Sonocrete"; Sonneborn-Contech.

- E. Epoxy Adhesive: 100% solids, two component material suitable for use on dry or damp surfaces.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Thiopoxy"; W.R. Grace.
 - b. "Sikadur Hi-Mod"; Sika Chemical Corp.
 - c. "Euco Epoxy"; Euclid Chemical Co.
- F. Floor Leveling Compound: Ardex K-15 and primer Ardex P-51.
- G. Waterstop: Performed plastic adhesive waterstop as per FS SS-S-00210A and shall have a cross sectional area of approximately one (1) square inch manufactured by SYNKO-FLEX PRODUCTS, INC.
- H. Chemical Anchors: Adhesive anchor capsules and threaded anchor rods or reinforcing bars equal to "HILTI HVA Adhesive Anchors" or "RAWL CHEM - Stud Anchors" to be installed in accordance with manufacturer's recommendations.
- I. Admixtures:
 - 1. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 degrees F.
 - 2. Use Air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate.
 - 3. Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.
- J. Superplasticizer:
 - 1. Use superplasticizer in concrete slabs at contractor's option.
 - 2. Foundations, columns, at contractors' option.
 - 3. Cement content shall not be reduced with use of superplasticizer.
 - 4. Use manufacturer's recommendations for quantity per cubic yard not to exceed a slump of 9".
- K. Slump Limit: Proportion and design mixes to result in concrete slump at point of placement as follows:
 - 1. Ramp and Sloping Surfaces: Not more than 3".
 - 2. Reinforced Foundation Systems: Not less than 3" and not more than 4".
 - 3. Slab: Not less than 4" nor more than 5".
 - 4. Other Concrete: Not less than 4" and not more than 5".

- L. If fly ash is used, not more than 20% of the cement, by weight, may be replaced by fly ash. Fly ash shall be ASTM C-618, Class C or F. Class F shall be per MDOT specifications.
- M. Calcium chloride shall not be used.
- N. When air temperature is between 85 and 90 degrees F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 degrees F reduce mixing and delivery time to 60 minutes.
- O. In cold weather, concrete operation may be assisted by using hot water or by preheating the aggregates prior to mixing operation or a combination thereof to insure that concrete is maintained at a temperature of 40 degrees or more.
- P. All concrete design mixes shall have the mix number indicated on the submittal to the Architect. The delivery ticket left at the job site shall also bear the design mix number.
- Q. Refer to drawings for compressive strength requirements.
- R. Concrete Floor Stain: Kemiko Stone Tone stain, color as selected by Architect.
- S. Concrete Floor Wax: Kemiko Stone Tone wax.

PART 3 - EXECUTION

3.1 PREPARATION OF FORM SURFACES:

- A. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- B. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

3.2 CONCRETE PLACEMENT:

- A. Pre-placement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
- B. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.
- C. General:
 - 1. Comply with ACI 304, and as herein specified.

2. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

D. Placing Concrete in Forms:

1. Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
2. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping.
3. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
4. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

E. Placing Concrete Slabs:

1. Deposit and consolidate concrete slabs in a continuous operation within limits of construction joints until the placing of a panel or section is completed.
2. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Bring slab surfaces to correct level with straightedge and strike off. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
4. Maintain reinforcing in proper position during concrete placement operations.

F. Cold Weather Placing:

1. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
 - a. When air temperature has fallen to or is expected to fall below 40 degrees F. (4 degrees C), do not place concrete.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.

G. Hot Weather Placing:

1. When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305.
2. Wet forms thoroughly before placing concrete.
3. Use water-reducing retarding admixture (Type D) when required by high temperatures,
4. If the testing laboratory technician, at the job site, determines that water is to be added to a load of concrete, the drum shall be turned 60 to 80 revolutions at 12 to 15 revolutions per minute after the water has been added. The slump is then to be rechecked.

3.3 FINISH OF FORMED SURFACES:

A. Rough Form Finish:

- B. For formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

C. Smooth Form Finish:

1. For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, painting or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed.
2. Moisten concrete surfaces and rub with Carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.

D. Rubbed Concrete:

1. Provide rubbed finish to concrete surfaces which are in view in interior and exterior locations, or as indicated on the plans.
2. Combine one part Portland cement to 1-1/2 parts fine sand by volume, and mix with water to consistency of thick paint. Use of proprietary additives may be used at contractor's option. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that final color of dry grout will closely match adjacent surfaces.
3. Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.

E. Related Uniformed Surfaces:

1. At tops of walls, horizontal offsets surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.4 MONOLITHIC SLAB FINISHES:

A. Float Finish:

1. Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.
2. After screening, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to a tolerance not exceeding 1/4" in 10' when tested with a 10' straightedge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

B. Trowel Finish:

1. Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, paint or other thick film finish coating system.
2. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8" in 10' when tested with a 10' straightedge. Grind smooth surface defects which would telegraph through applied floor covering system.

C. Non-Slip Broom Finish:

1. Apply non-slip broom finish to exterior concrete platforms, steps and ramps, and elsewhere as indicated.
2. Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

D. Curing Hardener Sealer:

1. Apply three (3) coats of chemical-hardener finish to interior concrete floors where indicated. Apply liquid chemical hardener for curing of the concrete surface. Evenly apply each coat, and allow 24 hours for drying between first two (2) coats. Apply 3rd coat just prior to occupancy.

2. Apply proprietary chemical hardeners in accordance with manufacturer's printed instructions.
3. After final coat of chemical hardener solution is applied and dried, remove surplus hardener by scrubbing and mopping with water.

3.5 CONCRETE CURING AND PROTECTION:

A. General:

1. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
2. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than seven days.
3. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least seven days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

B. Provide moisture-cover curing as follows:

1. Cover concrete surfaces with moisture-retaining cover for curing concrete placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

C. Curing Formed Surfaces:

1. Cure formed concrete surfaces, including undersides of beams, supported slabs and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by using curing compound.

3.6 MISCELLANEOUS CONCRETE ITEMS:

A. Filling-In:

1. Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
2. All areas under concrete floor slab shall have moisture barrier with joints lapped at least 12". Take care to lay material smooth and even, and avoid tearing or puncturing. Seal tightly at all expansion joints and spaces around pipes, conduits and other penetrations using coal, tar, pitch, or asphalt mastic.
3. The general contractor is to VERIFY the sizes and locations of all required floor and roof openings, equipment supports, etc. with the various subcontractors. Any conditions which require revisions or additions to the structural framing are to be brought to the

attention of the architect and structural engineer prior to any construction. Any cost for the required changes will be borne by the general contractor.

B. Steel Pan Stairs:

1. Provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp, and finish concrete surfaces as scheduled.

C. Reinforced Masonry:

1. Provide pea gravel aggregate in concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Allow 6" slump. Maintain accurate location of reinforcing steel during concrete placement.

3.7 CONCRETE SURFACE REPAIRS:

A. Patching Defective Areas:

1. Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect.
2. Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than one inch (1"). Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
3. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

B. Repair of Formed Surfaces:

1. Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.
2. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

C. Repair of Unformed Surfaces:

1. Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface planes to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.

2. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
3. Correct high areas in unformed surfaces by grinding, after concrete has cured at least fourteen days.
4. Correct low areas in unformed surfaces during, or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching and floor leveling compounds may be used when acceptable to Architect.
5. Repair defective areas, except random cracks and single holes not exceeding one-inch (1") diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
6. Repair isolated random cracks and single holes not over one inch (1") in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than seventy-two (72) hours.
7. Use epoxy-based mortar for structural repairs, where directed by Architect.
8. Repair methods not specified above may be used, subject to acceptance of Architect.

D. Concrete Floor Stain Application:

1. Thoroughly clean concrete surface as recommended by stain manufacturer. Score concrete, if required, prior to applying stain. Apply concrete stain as recommended by stain manufacturer. After completion of stain application, cover entire slab with temporary protection such as cardboard, canvas, or thick membrane to remain until construction is complete. Remove temporary covering, clean, and wax stained floor as recommended by manufacturer.

END OF SECTION

SECTION 03 30 01 - CONCRETE FORM WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to work specified in this section.

1.2 DESCRIPTION OF WORK:

- A. Formwork for cast-in-place concrete with shoring, bracing and anchorage. Form accessories and stripping forms.

1.3 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified:
 - 1. ACI 301 "Specifications for Structural Concrete for Buildings".
 - 2. ACI 347 "Recommended Practice for Concrete Formwork".
 - 3. PS 1 "Construction and Industrial Plywood"
- B. Design, engineer, and construct formwork, shoring, and bracing to meet design and code requirements, so that resultant concrete conforms to required shapes, lines and dimensions.
- C. The design and engineering of the formwork, as well as its construction, shall be the responsibility of the General Contractor and in accordance with ACI 301 and ACI 347.
- D. Design formwork for loads, lateral pressures, and allowable stresses outlined in Section 102 and 103 of ACI-347. Recommended Practices for Concrete Formwork and wind loads so specified by the governing building code.
- E. Forms shall conform to the shapes, lines, and dimensions of the members as called for on the plans, and shall be constructed as to ensure that the concrete surfaces will conform to the tolerances of ACI-347, Section 203.1.

PART 2 - PRODUCTS

2.1 FORM MATERIALS:

- A. Lumber: Southern Yellow Pine species; #2 S4S grade with grade stamp clearly visible. Use only on unexposed surfaces.

- B. Form for Exposed Finish Concrete: Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.
- C. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

2.2 FORMWORK ACCESSORIES:

- A. Form Ties: Removable and Snap-off metal of fixed or adjustable length; 1-1/2 inch break back dimension; free of defects that will leave holes no larger than one-inch diameter in concrete surface.
- B. Use removable ties for exposed finish surface only.
- C. Form Release Agent: Colorless material which will not stain concrete, absorb moisture; or impair natural bonding.
- D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size as required; of strength and character to maintain formwork in place while placing concrete.

PART 3 - EXECUTION

3.1 FORMS:

- A. Construct forms to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- B. Construction joints in grad beams shall have two horizontal rows of keys, of tapered 2x4's.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.
- D. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.

- E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- F. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.
 - 1. Unless otherwise indicated, provide ties so portion remaining within concrete after removal is at least 1-1/2" inside concrete.
 - 2. Unless otherwise shown, provide form ties which will not leave holes larger than 1" diameter in concrete surface.
- G. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.
- H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

3.2 INSTALLATION OF EMBEDDED ITEMS:

- A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.
- B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.

3.3 PREPARATION OF FORM SURFACES:

- A. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- B. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

3.4 REMOVAL OF FORMS:

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 degrees F. (10 degrees C.) for twenty-four hours after placing concrete, provided concrete is sufficiently

hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

3.5 RE-USE OF FORMS:

- A. Clean and repair surfaces of forms to be reused in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Architect.

END OF SECTION

SECTION 03 30 02 - CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to work specified in this section.

1.2 DESCRIPTION OF WORK:

- A. Reinforcing steel bars, welded steel wire fabric for cast-in-place concrete.
- B. Support chairs, bolsters, bar supports, spacers, and other devices for supporting reinforcements.

1.3 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified:
 - 1. ACI 301 "Specifications for Structural Concrete for Buildings".
 - 2. ACI 315 "Details and Detailing of Concrete for Reinforcing.
 - 3. ANSI/ASTM A185 - "Welded Steel Wire Fabric for Concrete Reinforcement".
 - 4. ASTM A615 - "Deformed and Plain Billet-Steel Bars for Concrete Reinforcement".
 - 5. CRSI - "Manual of Practice".
 - 6. CRSI 63 - "Recommended Practice for Placing Reinforcing Bars".
 - 7. CRSI 65 - "Recommended Practice for Placing Bar Supports, Specifications and Nomenclature".

1.4 SUBMITTALS:

- A. Shop Drawings; Reinforcement: Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, splicing, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement include special reinforcement required and openings through concrete structures.
- B. Submit five (5) copies of shop drawings to the Architect that show approval of the Contractor. The Contractor and/or steel fabricator is urged to contact the Structural Engineer to resolve any questions that might arise during preparation of the shop drawings. If it is apparent to the Architect or Structural Engineer that the Contractor has not thoroughly checked the shop drawings prior to submittal, the Contractor will be notified to resubmit a set that has been

properly checked and the previous submittal will be abandoned. Only complete sets of shop drawings will be reviewed unless an agreement to check partial submittals is obtained prior to the first submittal. Do not fabricate any material until approval of the Architect has been obtained.

1.5 PRODUCT HANDLING

- A. Deliver reinforcing to project site in bundles marked with metal gages indicating contents of bundle keyed to fabrication schedule.
- B. Handle and store materials to prevent contamination and deterioration.

PART 2 - PRODUCTS

2.1 REINFORCING MATERIALS:

- A. Reinforcing Steel: ASTM A615, Grade 60 billet-steel deformed bars, uncoated finish.
- B. Steel Wire: ANSI/ASTM A 82, plain, cold-drawn, steel.
- C. Welded Wire Fabric: ANSI/ASTM A 185, welded steel wire fabric.
- D. Tie Wire: Minimum 18 gage annealed type.
- E. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations, unless otherwise acceptable. All bolsters, chairs, etc. to be plastic tipped.
- F. Other Supports: Concrete bricks may be used in bottom of ground supported grade beams to support reinforcing steel.

2.2 FABRICATION:

- A. Fabricate in accordance with ACI 315, providing concrete cover specified in Section 03300.
- B. Locate reinforcing Splices not indicated on Drawings at points of minimum stress. Indicate location of splices on shop drawings.

PART 3 - EXECUTION

3.1 PLACING REINFORCEMENT:

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverage's for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install vertical dowel steel before placing concrete. Provide template to assure proper location and alignment.
- F. Refer to Structural Drawings for additional requirements.

END OF SECTION

SECTION 04 20 00 - BRICK AND CONCRETE MASONRY UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of each type of masonry work is indicated on drawings and schedule.
 - 1. CMU Cavity Walls.
 - 2. Interior CMU Partitions.

1.3 QUALITY ASSURANCE:

- A. Unit Masonry Standard: Comply with ACI 530.1/ASCE 6 "Specifications for Masonry Structures", except as otherwise indicated.
- B. Revise ACI 530.1/ASCE 6 to exclude Sections 1.4 and 1.7; Parts 2.1.2, 3.1.2, and 4.1.2; and Articles 1.5.1.2, 1.5.1.3, 2.1.1.1, 2.1.1.2, and 2.3.3.9 and to modify Articles 2.1.1.4 by deleting requirements for installing vent pipes and conduits built into masonry.
- C. Fire Performance Characteristics: Where fire-resistance ratings are indicated for unit masonry work, provide materials and construction which are identical to those of assemblies whose fire endurance has been determined by testing in compliance with ASTM E 119 by a recognized testing and inspecting organization or by another means as acceptable to authority having jurisdiction.

1.4 SUBMITTALS:

- A. Samples: Submit, for verification purposes, samples of each exposed masonry unit and colored masonry mortar, if any, include in each set of samples the full range of exposed colors and textures to be expected in completed work.

1.5 JOB CONDITIONS:

- A. Protection of Work: During erection, cover top of walls with heavy waterproof sheeting at end of each days' work. Cover partially completed structures when work is not in progress.
- B. Extend cover a minimum of twenty-four inches down both sides and hold cover securely in place.

- C. Do not apply loads for at least three days after building masonry walls or columns.
- D. Staining: Prevent grout or mortar or soil from staining the face of masonry to be left exposed or painted. Remove immediately grout or mortar in contact with such masonry. Protect base of walls from rain-splashed mud and mortar splatter by means of covering spread on ground and over wall surface.
- E. Protect sills, ledges and projections from droppings of mortar.
- F. Cold Weather Protection:
 - 1. Do not lay masonry units which are wet or frozen.
 - 2. Do not lay masonry units when masonry bed is frozen.
 - 3. Do not lay masonry units when temperature is freezing or expected to drop below freezing.
 - 4. Remove all masonry determined to be damaged by freezing conditions.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL:

- A. Manufacturer: Obtain masonry units from one manufacturer of uniform texture and color for each kind required for each continuous area and visually related areas.
- B. Masonry Unit Characteristics: Provide units complying with standards referenced and requirements indicated.

2.2 CONCRETE MASONRY UNITS:

- A. Size: Manufacturer's standard units with nominal face dimensions of 16" long x 8" (15-5/8" x 7 5/8" actual), unless otherwise indicated.
- B. Special Shapes: Provide where required for lintels, corners, jambs, sash, control joints, headers, bonding and other special conditions.
- C. Weight Classification: Lightweight units unless otherwise indicated. (Less than 105 lb. per cu. ft., oven dry weight of concrete).
- D. Cure units by atmospheric drying for not less than 30 days before installation to comply with ASTM C 90, Type II. Grade "S" for above grade and grade "N" for below grade.

2.3 MASONRY ACCESSORIES:

- A. Horizontal Joint Reinforcing and Ties for Masonry:

1. Provide welded wire units prefabricated in straight lengths of not less than 10' with matching corner ("L") and intersecting ("T") units. Fabricate from cold-drawn steel wire complying with ASTM A82 with deformed continuous side rods and plain cross-rods into units with widths of approximately 2" less than nominal width of walls and partitions as required to position side rods for full embedment in mortar coverage of not less than 5/8" of joint faces exposed to exterior and not less than 1/2" elsewhere.
 - B. Provide the additional following type of joint reinforcing unless otherwise indicated.
 - a. CMU Single Wythe Walls Interior: Dur-O-Wall 3/16" Truss type for proper size of CMU spaced 16" o.c. vertically.
 - b. Wire Finish: Provide manufacturer's standard mill galvanized finish except as otherwise indicated.
 - C. Anchors and Ties:
 1. Anchors from Concrete Masonry Units to Steel Columns (Interior):
 - a. 16" o.c. vertically Dur-O-Wall 3017 1-1/4" wide by 3-1/16" deep length as required, minimum, 8"
 - D. Flashings for Masonry:
 1. Provide concealed flashings as follows:
 2. Virgin polyvinyl chloride with plasticizers and other modifiers, formed into uniform flexible sheets not less than twenty-mils thick and black in color, unless otherwise indicated.
 3. Insect Screen: Wire cloth shall be 18x14 mesh .011 bronze.
- 2.4 MORTAR MATERIALS:
- A. Do not lower the freezing point of mortar by use of admixtures or anti-freeze agents.
 - B. Do not use calcium chloride in mortar or grout.
 - C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification for types of mortar required, unless otherwise indicated.
 1. Limit cementitious materials in mortar to portland cement-lime.
 2. Use Type M mortar for masonry below grade and in contact with earth, and where indicated.
 3. Use Type S mortar for reinforced masonry and where indicated.
 4. Use Type N mortar for exterior, above grade loadbearing and non-loadbearing walls; for interior loadbearing walls; and for other applications where another type is not indicated.
 5. Mortar Color CMU:
 - a. Natural

PART 3 - PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL:

- A. Thickness: Build masonry construction to the full thickness shown, except, build single-wythe walls (if any) to the actual thickness of the masonry units using units of nominal thickness shown or specified.
- B. Build chases and recesses as shown and as required for the work of other trades. Provide not less than 8" of masonry between chase or recess and jamb of openings, and between adjacent chases and recesses.
- C. Cut masonry units with motor-driven saw designed to cut masonry with clean sharp, unchipped edges. Cut units as required to provide pattern shown and to fit adjoining work neatly. Use full units without cutting wherever possible. Use dry cutting saws to cut concrete masonry units.
- D. Wet clay brick which have ASTM C 67 initial rates of absorption (suction) of more than 30 grams per 30 sq. in. per minute. Use wetting methods which ensure that units are nearly saturated but surface dry when laid.
- E. Do not wet concrete masonry units.
- F. Bond Coursing:
 - 1. Layout walls in advance for accurate spacing of surface bond patterns, with uniform joint widths and to properly locate openings, movement-type joints, returns and offsets. Avoid the use of less-than-half size units at corners, jambs and wherever possible at other locations.
 - 2. Lay-up walls plumb and with courses level, accurately spaced and coordinated with other work.
 - 3. Pattern Bond for load bearing walls: Lay exposed masonry in running bond vertical joint in each course centered on units in courses above and below. Lay concealed masonry with all units in a wythe bonded by lapping not less than 2". Bond and unlock each course of each wythe at corners, unless otherwise shown.
 - 4. Pattern Bond CMU –
 - a. Running
- G. Stopping and Resuming Work:
 - 1. Rack back one-half masonry unit length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if specified to be wetted), and remove loose masonry units and mortar prior to laying fresh masonry.
- H. Built-In Work:
 - 1. As the work progresses, build-in items specified under this and other sections of these specifications. Fill in solidly with masonry around built-in items.

2. Fill space between hollow metal frames and masonry solidly with mortar.

I. Fire Rated Walls:

1. Seal wall to deck above and all penetrations with grout.

J. Non-Loading Interior Partition Walls: Build full height of story to underside of deck above, unless otherwise indicated.

1. Grout around all penetrations in masonry.
2. Grout top of wall to deck.

3.2 MORTAR BEDDING AND JOINTING:

- A. Lay brick with completely filled bed, head and collar joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.
- B. Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course.
- C. Remove masonry units disturbed after laying; clean and relay in fresh mortar. Do not pound corners at jambs to fit stretcher units which have been set in position. If adjustments are required, remove unit, clean off mortar, and reset in fresh mortar.
- D. Joints: Maintain joint widths shown, except for minor variations required to maintain bond alignment. If not otherwise indicated, lay walls with 3/8" joints. Cut joints flush for masonry walls which are to be concealed or to be covered by other materials. Tool exposed joints slightly concave using a jointer larger than joint thickness. Rake out mortar in preparation for application of caulking or sealants where shown.
- E. Flush Joints: Cut joints flush for masonry walls which are to be concealed or to be covered by other materials.
 1. "V" Joints:
 - a. CMU

3.3 HORIZONTAL JOINT REINFORCING:

- A. Provide continuous horizontal joint reinforcing as shown and specified. Fully embed longitudinal side rods in mortar for their entire length with a minimum cover of 5/8" on exterior side of walls and 1/2" at other locations. Lap reinforcement a minimum of 6". Do not bridge control and expansion joints with reinforcing, unless otherwise indicated. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bed units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures and other special conditions.

- B. Reinforce masonry openings greater than 1'0" wide with horizontal joint reinforcing placed in two horizontal joints approximately 8" apart, both immediately above lintels and below sill. Extend reinforcing a minimum of 2'0" beyond jambs of the opening, bridging control joints where provided.

3.4 ANCHORING MASONRY WORK:

- A. Provide anchoring devices of the type indicated. If not indicated, provide standard type for facing and back-up involved.
- B. Anchor masonry to structural members where masonry abuts or faces such members to comply with the following:
 - 1. Provide an open space not less than 1" in width between masonry and structural member, unless otherwise shown. Keep open space free of mortar or other rigid materials.
 - 2. Anchor masonry to structural members with metal ties embedded in masonry joints and attached to structure. Provide anchors with flexible tie sections, unless otherwise indicated.

3.5 LINTELS:

- A. Install loose lintels of steel and other materials where shown.
- B. Provide lintels where shown and wherever openings of more than 1'0" are shown without structural steel lintels. Provide steel lintels in accordance with the following schedule when not indicated on structural drawings.
- C. Lintels at 4" brick or CMU Veneer:
 - 1. up to 4'0" opening - L 3-1/2" x 3-1/2" x 5/16"
 - 2. up to 7'0" opening - L 5" x 3-1/2" x 5/16"
 - 3. up to 10'0" opening - L 6" x 4" x 3/8"
- D. Provide minimum bearing 8" at each jamb, unless otherwise indicated.
- E. Provide masonry lintels where shown and wherever openings of more than 1'0" are shown without structural steel or other supporting lintels. Provide precast or formed-in-place masonry lintels. Thoroughly cure precast lintels before handling and installation. Temporarily support formed-in-place lintels.
- F. Provide minimum bearing 8" at each jamb, unless otherwise indicated.

3.6 FLASHING OF MASONRY WORK:

- A. Provide concealed flashings in masonry work at, or above, all shelf angles, lintels, ledges and other obstructions to the downward flow of water in the wall so as to divert such water to the

exterior. Prepare masonry surfaces smooth and free from projections which could puncture flashing. Place through-wall flashing on bed of mortar and cover with mortar. Seal penetrations in flashing with mastic before covering with mortar.

- B. Extend flashings the full length of lintels and shelf angles and minimum of 4" into masonry each end. Extend flashing from a line 1/2" in from exterior face of outer wythe of masonry, through the outer wythe, turned up a minimum of 4", and through the inner wythe to within 1/2" of the interior face of the wall in exposed work. Where interior surface of inner wythe is concealed by furring, carry flashing completely through the inner wythe and turn up approximately 2". At heads and sills turn up ends not less than 2" to form a pan.
- C. Provide weeps of open head joints and bronze insect screen in the same course of masonry bedded in the flashing, space at 4'0" o.c.
- D. Weep Hole Screens: Cut screen and fold to provide a "C" shape wedge which will space the width and height of the head joint at each weep hole.
- E. Install reglets and nailers for flashing and other related work where shown to be built into masonry work.

3.7 REPAIR, POINTING AND CLEANING:

- A. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge any voids or holes except weep holes, and completely fill with mortar. Point-up all joints at corners, openings and adjacent work to provide a neat, uniform appearance, properly prepared for application of caulking or sealant compounds.
- C. Clean exposed brick masonry surfaces by the bucket and brush hand cleaning method or by high pressure water method. Comply with requirements of BIA Technical Notes No. 20, "Cleaning Brick Masonry".
- D. Use commercial cleaning agents in accordance with brick manufacturer's instructions.
- E. Clean exposed CMU masonry by dry brushing at the end of each day's work and after final pointing to remove mortar spots and droppings. Comply with recommendations in NCMA TEK Bulletin No. 28.
- F. Masonry Sealer:
 - 1. Apply a "wet on wet" application of Weather Seal in accordance with manufacturers recommendations. Follow all manufacturers recommendations.

END OF SECTION

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Definition: Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Types of work in this section include rough carpentry for:
 - 1. Wood grounds, nailers, blocking, curbs, cants, sleepers etc.
 - 2. Sheathing.
- B. Finish carpentry is specified in another section within Division 6.

1.3 REFERENCES:

- A. Lumber Standards: Comply with PS 20 and with applicable rules of the respective grading and inspecting agencies for species and products indicated.
- B. Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA Performance Standard for type of panel indicated.

1.4 SUBMITTALS:

- A. Wood Treatment Data: Submit treatment manufacturer's instructions for proper use of each type of treated material.
- B. Pressure Treatment: For each type specified, include certification by treating plant stating chemicals and process used, net amount of preservative retained and conformance with applicable standards.

1.5 PRODUCT HANDLING:

- A. Delivery and Storage: Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks.

1.6 JOB CONDITIONS:

- A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Lumber, General:

1. Factory-mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.
2. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.
3. Provide dressed lumber, S4S, unless otherwise indicated.
4. Provide seasoned lumber with 19% maximum moisture content at time of dressing.

B. Miscellaneous Lumber:

1. Provide wood for support or attachment of other work including cant strips, bucks, nails, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:
 - a. Moisture content: 19% maximum for lumber items not specified to receive wood
 - b. preservative treatment.

C. Grade: Construction Grade light framing size lumber of any species or board size lumber as required. Provide construction grade boards (RIS or WCLB) or No. 2 boards (SPIB or WWPA).

D. Dimension Lumber:

1. Southern Pine No. 2 Grade

2.2 PLYWOOD PANELS:

- A. Construction Panel Standards: Comply with PS 1 "U.S. Product Standard for Construction and Industrial Plywood" for plywood panels and, for products not manufactured under PS 1 provisions, with American Plywood Association (APA) "Performance Standard and Policies for Structural-Use Panels", Form No. E445.
- B. Trademark: Factory-mark each construction panel with APA trademark evidencing compliance with grade requirements.

- C. Concealed APA Performance-Rated Panels: Where construction panels will be used for the following concealed types of applications, provide APA Performance-Rated Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, edge detail (where applicable) and thickness.
- D. Roof Sheathing: APA RATED SHEATHING.
 - 1. Exposure Durability
 - 2. Classification: EXPOSURE 1.
 - 3. Span Rating: 24/16.
- E. Fascia & Wall Sheathing: APA Rated Sheathing
 - 1. Exposure Durability Classification: EXTERIOR
 - 2. Span Rating: 24 o.c.

2.3 AIR/VAPOR BARRIER:

- A. Air/Vapor Barrier: Spun bonded polyolefin, non-woven, non-perforated, weather barrier is based upon DuPont™ Tyvek® CommercialWrap® D and related assembly components or equal.

Performance Characteristics:

- 1. Air Penetration: 0.001 cfm/ft² at 75 Pa when tested in accordance with ASTM E2178. Type 1 when tested in accordance with ASTM E 1677. ≤0.04 cfm/ft @ 75 Pa when tested in accordance with ASTM E2357.
 - 2. Water Vapor Transmission: 30 perms, when tested in accordance with ASTM E 96, Method B.
 - 3. Water Penetration Resistance: 235 cm when tested in accordance with AATCC Test Method 127.
 - 4. Basis Weight: 2.4 oz/yd², when tested in accordance with TAPPI Test Method T-410.
 - 5. Air Infiltration Resistance: Air infiltration at >750 seconds, when tested in accordance with TAPPI Test Method T-460.
 - 6. Tensile Strength: 33/41 lbs/in., when tested in accordance with ASTM D 822 , Method A.
 - 7. Surface Burning Characteristics: Class A, when tested in accordance with ASTM E 84
 - 8. Flame Spread: 15, Smoke Developed: 25.
- B. Air /Vapor Barrier Accessories
 - 1. Seam Tape 3" DuPont™ Tyvek® Tape as distributed by DuPont.

2. Fasteners:
 - a. Steel Frame Construction - DuPont™ Tyvek® Wrap Cap Screws, 1-5/8 inch rust resistant screw with 2-inch diameter plastic cap fasteners.
 - b. Wood Frame Construction - DuPont™ Tyvek® Wrap Caps: [#4 nails with large 1-inch plastic cap fasteners] [1-inch minimum plastic cap staple with leg length sufficient to achieve a minimum penetration of 5/8-inch into the wood stud].

C. Miscellaneous Materials:

1. Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommending nails.
2. Sleeper Anchors: Provide 16 ga. galvanized mud anchors designed to set in wet concrete.

2.4 WOOD TREATMENT:

A. WOOD-PRESERVATIVE-TREATED LUMBER

1. Preservative Treatment by Pressure Process: AWWA U1; Use Category UC2
 - a. Interior construction (Dry Locations) not in contact with the ground use Category UC1
 - b. Interior construction (Damp Locations) not in contact with the ground use Category UC2
 - c. Exterior construction not in contact with ground use Category UC3B.
 - d. Exterior construction in contact with ground use Category UC4A.
2. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
3. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
4. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
5. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
6. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each.
7. Application: Treat items indicated on Drawings, and the following:
 - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.

- b. Wood sills, sleepers, blocking and similar concealed members in contact with masonry or concrete.
- c. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
- d. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
- e. Wood floor plates that are installed over concrete slabs-on-grade.

B. FIRE-RETARDANT-TREATED MATERIALS

1. General: Where fire-retardant-treated materials are indicated or specified herein, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
2. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
3. Use treatment that does not promote corrosion of metal fasteners.
4. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
5. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not required.
6. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.
7. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
8. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
9. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
10. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.

11. Application: Treat items indicated on Drawings, and the following:
 - a. Framing and plywood decking for raised platforms.
 - b. Framing and plywood decking for stages.
 - c. Plywood roof sheathing
 - d. Concealed blocking.
 - e. Framing for non-load-bearing partitions.
 - f. Framing for non-load-bearing exterior walls.
 - g. Roof construction.
 - h. Plywood backing panels.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. General:

1. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangements.
2. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
3. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
4. Use common wire nails, except as otherwise indicated. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

B. Wood Grounds, Nailers, and Blocking:

1. Provide whenever shown and where required for proper support of all items which will be attached to gypsum board. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise show. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.
3. Provide permanent grounds of dressed, preservative treated, key-beveled lumber not less than 1-1/2" wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

C. Sheathing:

1. Install sheathing with end joints over supports, and with each piece extending over at least two spaces between supports. Screw to supports at 16" o.c. E.W.

3.2 AIR INFILTRATION BARRIER:

1. Cover wall sheathing with air infiltration barrier to comply with manufacturer's printed directions.
2. Return air barriers in jambs of window and door.

END OF SECTION

SECTION 07 21 00 - INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of insulation work is shown on drawings, and indicated by provisions of this section.
- B. Applications of insulation specified in this section include the following:
 - 1. Blanket-type building insulation.

1.3 QUALITY ASSURANCE:

- A. Thermal Resistivity: Where thermal resistivity properties of insulation materials are designated by r-values they represent the rate of heat flow through a homogeneous material exactly 1" thick, measured by test method included in referenced material standard or otherwise indicated. They are expressed by the temperature difference in degrees F between the two exposed faces required to cause one BTU to flow through one square foot per hour at mean temperatures indicated.

1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's product literature and installation instructions for each type of insulation.

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. General Protection: Protect insulations from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with manufacturer's recommendations for handling, storage, and protection during installation.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

1. Manufacturers of Glass Fiber Insulation:
 - a. CertainTeed Corp.
 - b. Knauf Fiber Glass GmbH
 - c. Manville Corp.
 - d. Owens-Corning Fiberglas Corp.

2.2 INSULATING MATERIALS:

- A. General: Provide insulating materials which comply with requirements indicated for materials, compliance with referenced standards, and other characteristics.
 1. Preformed Units: Size to fit applications indicated, selected from manufacturer's standard thicknesses, widths and lengths.
- B. Kraft Faced Glass Fiber Blanket/Batt Insulation: Thermal insulation produced by combining glass fibers manufactured with thermosetting resins to comply with ASTM C 665 for Type II, Class C .

2.3 AUXILIARY INSULATING MATERIALS:

- A. Adhesive for Bonding Insulation: Type recommended by insulation manufacturer, and complying with requirements for fire performance characteristics.
- B. Mechanical Anchors: Type and size as recommended by insulation manufacturer for type of application and condition of substrate.

PART 3 - EXECUTION

3.1 INSPECTION AND PREPARATION:

- A. Require Installer to examine substrates and conditions under which insulation work is to be performed. A satisfactory substrate is one that complies with requirements of the section in which substrate and related work is specified. Obtain Installer's written report listing conditions detrimental to performance of work in this section. Do not proceed with installation of insulation until unsatisfactory conditions have been corrected.
- B. Clean substrates of substances harmful to insulations or vapor retarders, including removal of projections which might puncture vapor retarders.

3.2 INSTALLATION, GENERAL:

- A. Comply with manufacturer's instructions for particular conditions of installation in each case. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.

- B. Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation. Remove projections which interfere with placement.
- C. Apply a single layer of insulation of required thickness, unless otherwise shown or required to make up total thickness.

3.3 INSTALLATION OF GENERAL BUILDING INSULATION:

- A. Apply insulation units to substrate by method indicated, complying with manufacturer's recommendations. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

3.4 PROTECTION:

- A. General: Protect installed insulation and vapor retarders from harmful weather exposures and from possible physical abuses, where possible by non-delayed installation of concealing work or, where that is not possible, by temporary covering or enclosure.

END OF SECTION

SECTION 07 25 00 – AIR/VAPOR BARRIER

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications sections apply to work specified in this section.

1.2 DESCRIPTION OF WORK

- A. Extent of Air/Vapor barriers is shown own on drawings.

1.3 SECTION INCLUDES

1. Weather (Air/Vapor) barrier membrane (DuPont™ Tyvek® CommercialWrap® D)
2. Seam Tape (DuPont™ Tyvek® Tape)
3. Fasteners

1.4 REFERENCES

ASTM International

1. ASTM C 920; Standard Specification for Elastomeric Joint Sealants
2. ASTM C 1193; Standard Guide for Use of Joint Sealants
3. ASTM D 882; Test Method for Tensile Properties of Thin Plastic Sheeting
4. ASTM D 1117; Standard Guide for Evaluating Non-Woven Fabrics
5. ASTM E 84; Test Method for Surface Burning Characteristics of Building Materials
6. ASTM E 96; Test Method for Water Vapor Transmission of Materials
7. ASTM E 1677; Specification for Air Retarder Material or System for Framed Building Walls
8. ASTM E2178; Test Method for Air Permeance of Building Materials
9. ASTM E2357; Standard Test Method for Determining Air Leakage of Air Barrier Assemblies
10. AATCC – American Association of Textile Chemists & Colorists
 - a. Test Method 127 Water Resistance: Hydrostatic Pressure Test

11. TAPPI

- a. Test Method T-410; Grams of Paper and Paperboard (Weight per Unit Area)
- b. Test Method T-460; Air Resistance of Paper (Gurley Hill Method)

1.5 SUBMITTALS

- A. Refer to Section 013300 Submittals
- B. Product Data: Submit manufacturer current technical literature for each component.
- C. Samples: Weather Barrier Membrane, minimum 8-1/2 inches by 11 inch.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver weather barrier materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store weather barrier materials as recommended by weather barrier manufacturer.

1.7 SCHEDULING

- A. Review requirements for sequencing of installation of weather barrier assembly with installation of windows, doors, louvers and flashings to provide a weather-tight barrier assembly.
- B. Schedule installation of weather barrier materials and exterior cladding within nine months of weather barrier assembly installation.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. DuPont; 4417 Lancaster Pike, Chestnut Run Plaza 728, Wilmington, DE 19805; 1-800-44-TYVEK (8-9835); <http://www.construction.tyvek.com> or equal.

2.2 MATERIALS

- A. Basis of Design: spun bonded polyolefin, non-woven, non-perforated, weather barrier is based upon DuPont™ Tyvek® CommercialWrap® D and related assembly components.
- B. Performance Characteristics:
 - 1. Air Penetration: 0.001 cfm/ft² at 75 Pa when tested in accordance with ASTM E2178. Type 1 when tested in accordance with ASTM E 1677. ≤0.04 cfm/ft @ 75 Pa when tested in accordance with ASTM E2357.

2. Water Vapor Transmission: 30 perms, when tested in accordance with ASTM E 96, Method B.
3. Water Penetration Resistance: 235 cm when tested in accordance with AATCC Test Method 127.
4. Basis Weight: 2.4 oz/yd², when tested in accordance with TAPPI Test Method T-410.
5. Air Infiltration Resistance: Air infiltration at >750 seconds, when tested in accordance with TAPPI Test Method T-460.
6. Tensile Strength: 33/41 lbs/in., when tested in accordance with ASTM D 822 , Method A.
7. Surface Burning Characteristics: Class A, when tested in accordance with ASTM E 84 . Flame Spread: 15, Smoke Developed: 25.

2.3 ACCESSORIES

A. Seam Tape: 3" DuPont™ Tyvek® Tape as distributed by DuPont.

B. Fasteners:

1. Steel Frame Construction - DuPont™ Tyvek® Wrap Cap Screws,: 1-5/8 inch rust resistant screw with 2-inch diameter plastic cap fasteners.
2. Wood Frame Construction - DuPont™ Tyvek® Wrap Caps: #4 nails with large 1-inch plastic cap fasteners or 1-inch minimum plastic cap staple with leg length sufficient to achieve a minimum penetration of 5/8-inch into the wood stud.
3. Masonry Construction - Masonry tap-con fasteners with DuPont™ Tyvek® Wrap Caps: 2-inch diameter plastic cap fasteners.

C. Flashing

1. DuPont™ FlexWrap™ NF: Flexible membrane flashing materials for window openings and penetrations.
2. DuPont™ StraightFlash™: Straight flashing membrane materials for flashing windows and doors and sealing penetrations such as masonry ties, etc.
3. DuPont™ StraightFlash™ VF: Dual-sided flashing membrane materials for brick mold and non-flanged windows and doors.
4. DuPont™ Thru-Wall Surface Adhered Membrane with Integrated Drip Edge: Thru-Wall flashing membrane materials for flashing at changes in direction or elevation (shelf angles, foundations, etc.) and at transitions between different assembly materials.

5. Preformed Inside and Outside Corners and End Dams as distributed by DuPont: Preformed three-dimensional shapes to complete the flashing system used in conjunction with DuPont™ Thru-Wall Flashing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify substrate and surface conditions are in accordance with weather barrier manufacturer recommended tolerances prior to installation of weather barrier and accessories.

3.2 INSTALLATION - WEATHER BARRIER

- A. Install weather barrier over exterior face of exterior wall substrate in accordance with manufacturer recommendations
- B. Install weather barrier prior to installation of windows and doors.
- C. Start weather barrier installation at a building corner, leaving 6-12 inches of weather barrier extended beyond corner to overlap.
- D. Install weather barrier in a horizontal manner starting at the lower portion of the wall surface with subsequent layers installed in a shingling manner to overlap lower layers. Maintain weather barrier plumb and level
- E. Sill Plate Interface: Extend lower edge of weather barrier over sill plate interface 3-6 inches. Secure to foundation with elastomeric sealant as recommended by weather barrier manufacturer.
- F. Window and Door Openings: Extend weather barrier completely over openings.
- G. Overlap weather barrier
 1. Exterior corners: minimum 12 inches.
 2. Seams: minimum 6 inches.
- H. Weather Barrier Attachment:
 1. Steel or Wood Frame Construction: Attach weather barrier to studs through exterior sheathing. Secure using weather barrier manufacturer recommend fasteners, space 6 -18 inches vertically on center along stud line, and 24 inch on center, maximum horizontally.
 2. Masonry Construction: Attach weather barrier to masonry. Secure using weather barrier manufacturer recommend fasteners, space 6-18 inches vertically on center and 24 inches maximum horizontally. Weather barrier may be temporarily attached to masonry using recommended adhesive, placed in vertical strips spaced 24 inches on center, when coordinated on the project site.

- I. Apply 4 inch by 7 inch piece of DuPont™ StraightFlash™ or weather barrier manufacturer approved alternate to weather barrier membrane prior to the installation cladding anchors.

3.3 SEAMING

- A. Seal seams of weather barrier with seam tape at all vertical and horizontal overlapping seams.
- B. Seal any tears or cuts as recommended by weather barrier manufacturer.

3.4 OPENING PREPARATION (for use with non-flanged windows – all cladding types)

- A. Flush cut weather barrier at edge of sheathing around full perimeter of opening.
- B. Cut a head flap at 45-degree angle in the weather barrier at window head to expose 8 inches of sheathing. Temporarily secure weather barrier flap away from sheathing with tape.

3.5 FLASHING (for use with non-flanged windows – all cladding types)

- A. Cut 9-inch wide DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF a minimum of 12 inches longer than width of sill rough opening.
- B. Cover horizontal sill by aligning DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF edge with inside edge of sill. Adhere to rough opening across sill and up jambs a minimum of 6 inches. Secure flashing tightly into corners by working in along the sill before adhering up the jambs.
- C. Fan DuPont™ FlexWrap™ at bottom corners onto face of wall. Firmly press in place. Mechanically fasten fanned edges. Mechanically fastening DuPont™ FlexWrap™ NF is not required.
- D. Apply 9-inch wide strips of DuPont™ StraightFlash™ at jambs. Align flashing with interior edge of jamb framing. Start StraightFlash™ at head of opening and lap sill flashing down to the sill.
- E. Spray-apply primer to top 6 inches of jambs and exposed sheathing.
- F. Install DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF at opening head using same installation procedures used at sill. Overlap jamb flashing a minimum of 2 inches.
- G. Coordinate flashing with window installation.
- H. On exterior, install backer-rod in joint between window frame and flashed rough framing. Apply sealant at jambs and head, leaving sill unsealed. Apply sealants in accordance with sealant manufacturer's instructions and ASTM C 1193.
- I. Position weather barrier head flap across head flashing. Adhere using 4-inch wide DuPont™ StraightFlash™ over the 45-degree seams.
- J. Tape top of window in accordance with manufacturer recommendations.

- K. On interior, install backer rod in joint between frame of window and flashed rough framing. Apply sealant around entire window to create air seal. Apply sealant in accordance with sealant manufacturer's instructions and ASTM C 1193.

3.6 OPENING PREPARATION (for use with flanged windows)

- A. Cut weather barrier in an "I-cut" pattern. A modified "I-cut" is also acceptable
- B. Cut weather barrier horizontally along the bottom and top of window opening.
- C. From top center of the window opening, cut weather barrier vertically down to the sill.
- D. Fold side and bottom weather barrier flaps into window opening and fasten.
- E. Cut a head flap at 45-degree angle in the weather barrier at window head to expose 8 inches of sheathing. Temporarily secure weather barrier flap away from sheathing with tape.

3.7 FLASHING (for use with flanged windows)

- A. Cut 9-inch wide DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF a minimum of 12 inches longer than width of sill rough opening.
- B. Cover horizontal sill by aligning DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF edge with inside edge of sill. Adhere to rough opening across sill and up jambs a minimum of 6 inches. Secure flashing tightly into corners by working in along the sill before adhering up the jambs.
- C. Fan DuPont™ FlexWrap™ at bottom corners onto face of wall. Firmly press in place. Mechanically fasten fanned edges. Mechanically fastening is not required for DuPont™ FlexWrap™ NF.
- D. On exterior, apply continuous bead of sealant to wall or backside of window mounting flange across jambs and head. Do not apply sealant across sill.
- E. Install window according to manufacturer's instructions.
- F. Apply 4-inch wide strips of DuPont™ StraightFlash™ at jambs overlapping entire mounting flange. Extend jamb flashing 1-inch above top of rough opening and below bottom edge of sill flashing.
- G. Apply 4-inch wide strip of DuPont™ StraightFlash™ as head flashing overlapping the mounting flange. Head flashing should extend beyond outside edges of both jamb flashings.
- H. Position weather barrier head flap across head flashing. Adhere using 4-inch wide DuPont™ StraightFlash™ over the 45-degree seams.
- I. Tape head flap in accordance with manufacturer recommendations

- J. On interior, install backer rod in joint between frame of window and flashed rough framing. Apply sealant around entire window to create air seal. Apply sealant in accordance with sealant manufacturer's instructions and ASTM C 1193.

3.8 THRU-WALL FLASHING INSTALLATION

- A. Apply primer per manufacturer's written instructions.
- B. Install preformed corners and end dams bedded in sealant in appropriate locations along wall.
- C. Starting at a corner, remove release sheet and apply membrane to primed surfaces in lengths of 8 to 10 feet.
- D. Extend membrane through wall and leave ¼ inch minimum exposed to form drip edge.
- E. Roll flashing into place. Ensure continuous and direct contact with substrate.
- F. Lap ends and overlap preformed corners 4 inches minimum. Seal all laps with sealant.
- G. Trim exterior edge of membrane 1-inch and secure metal drip edge per manufacturer's written instructions.
- H. Terminate membrane on vertical wall. [Terminate into reglet, counterflashing or with termination bar.]
- I. Apply sealant bead at each termination.

THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT BASE OF WALL

- A. Overlap thru-wall flashing with weather barrier by 6-inches.
- B. Mechanically fasten bottom of weather barrier through top of thru-wall flashing.
- C. Seal vertical and horizontal seams with tape or sealing membrane.

3.10 THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT SHELF ANGLE

- A. Seal weather barrier to bottom of shelf angle with sealing membrane.
- B. Apply thru-wall flashing to top of shelf angle. Overlap thru-wall flashing with weather barrier by 6-inches.
- C. Seal bottom of weather barrier to thru-wall flashing with tape or sealing membrane.

3.11 THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT WINDOW HEAD

- A. Cut flap in weather barrier at window head.
- B. Prime exposed sheathing.

- C. Install lintel as required. Verify end dams extend 4 inches minimum beyond opening.
- D. Install end dams bedded in sealant.
- E. Adhere 2 inches minimum thru-wall flashing to wall sheathing. Overlap lintel with thru-wall flashing and extend ¼ inch minimum beyond outside edge of lintel to form drip edge.
- F. Apply sealant along thru-wall flashing edges.
- G. Fold weather barrier flap back into place and tape bottom edge to thru-wall flashing.
- H. Tape diagonal cuts of weather barrier.
- I. Secure weather barrier flap with fasteners.

3.12 PROTECTION

- A. Protect installed weather barrier from damage.

END OF SECTION

SECTION 07 26 16 - UNDER-SLAB VAPOR BARRIER

PART 1 – GENERAL

1.1 SUMMARY

A. Products supplied under this section:

1. Vapor barrier, seam tape, and mastic for installation under concrete slabs.

B. Related sections:

1. Section 03 30 00 Cast in Place Concrete

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM E 1745-09 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs.
2. ASTM E 154-99 (2005) Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.
3. ASTM E 96-05 Standard Test Methods for Water Vapor Transmission of Materials.
4. ASTM F 1249-06 Standard Test Method for Water Vapor Transmission Rate Through Plastic Film and Sheeting Using a Modulated Infrared Sensor.
5. ASTM E 1643-09 Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.

B. American Concrete Institute (ACI):

1. ACI 302.2R-06 Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials.

1.3 SUBMITTALS

A. Quality control/assurance:

1. Summary of test results as per paragraph 8.3 of ASTM E 1745.
2. Manufacturer's samples, literature.
3. Manufacturer's installation instructions for placement, seaming and penetration repair instructions.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Vapor barrier must have all of the following qualities:

1. Permeance of less than 0.01 Perms [grains/(ft² · hr · inHg)] as tested in accordance with ASTM E 1745 Section 7.
2. Other performance criteria:
 - a. Strength: ASTM E 1745 Class A.
 - b. Thickness: 15 mils minimum

B. Vapor barrier products:

1. Vapor barriers shall be equal to Stego Wrap Vapor Barrier or prior approved equal.
2. Basis of Design: Stego Wrap Vapor Barrier (15-mil) by Stego Industries LLC, (877) 464-7834 www.stegoindustries.com.

2.2 ACCESSORIES

A. Seam tape:

1. Stego Tape by Stego Industries LLC, (877) 464-7834 www.stegoindustries.com.

B. Vapor-proofing mastic:

1. Stego Mastic by Stego Industries LLC, (877) 464-7834 www.stegoindustries.com.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Ensure that base material is approved by Architect and is level and compact material as specified elsewhere.

3.2 INSTALLATION

- A. Install vapor barrier in accordance with manufacturer's instructions and ASTM E 1643.
1. Unroll vapor barrier with the longest dimension parallel with the direction of the concrete placement.
 2. Lap vapor barrier over footings and/or seal to foundation walls.
 3. Overlap joints 6 inches and seal with manufacturer's tape.
 4. Seal all penetrations (including pipes) per manufacturer's instructions.
 5. No penetration of the vapor barrier is allowed except for reinforcing steel and permanent utilities.
 6. Repair damaged areas by cutting patches of vapor barrier, overlapping damaged area 6 inches and taping all sides with tape.

END OF SECTION

SECTION 07 46 46 – CEMENT FIBER SIDING AND PLANKING

GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SCOPE:

- A. Furnish and install fiber-cement siding and accessories where and as specified on the project drawings and in the contract documents.
- B. Work performed under this section shall be coordinated with other sections to properly sequence the work. Other sections affecting this sections include but are not limited to:
 - 1. Wood Framing and Bracing
 - 2. Sheathing
 - 3. Insulation
 - 4. Painting

1.3 QUALITY ASSURANCE:

- A. Submittals shall be provided within 60 days of owner's request. Materials presented as submittal shall include:
 - 1. Three material samples representing the texture specified in the contract documents, each approximately 8" square.
 - 2. Three copies of specifications, installation guidelines and any other pertinent manufacturer's literature.

1.4 SIDING STORAGE AND HANDLING:

- A. Siding materials shall be stored on a flat and level surface. Store materials under cover and protected from the weather until installation. If siding should be wet allow it to dry thoroughly before installing to prevent damage.
- B. Care should be taken to protect siding from shipping and site damage.

PART 2 - PRODUCTS:

2.1 SIDING PRODUCTS:

A. Approved Manufacturers:

1. True Exterior
2. James Hardie Building Products (Artisan Series Nickle Gap)
3. CertainTeed, Inc.

B. Fiber-Cement Siding materials shall have factory applied fiber-cement primer.

1. Fiber-cement siding shall comply with ASTM C1186 as Grade II, Type A fiber cement sheet.
2. Additionally, plank siding shall exhibit the following physical and mechanical properties:
 - a. Average Dry Density of 80 pcf.
 - b. Average Moisture content of equilibrium of 5% of dry weight.
 - c. Thermal Conductivity (k-factor) of 2.4 Btu-in/hr-square feet in degrees F.
 - d. Average Modulus of Elasticity in bending of 750 kpsi.
 - e. Non-Combustible in accordance with ASTM E-136.
 - f. Flame Spread Index of "0" and Smoke Generation Number of "0" in accordance with ASTM E-84.
 - g.

C. Fiber Cement Plank shall be a Nickle Gap (smooth) pattern, 12' long, and 9 ¼" wide to

1. Provide 8" inches exposure.

D. Fiber Cement Panels shall comply with ASTM C1186 and Grade II, Type A fiber-cement sheet.

1. Additionally, siding shall exhibit the following physical and mechanical properties:
 - a. Average Dry Density of 80 pcf.
 - b. Average Moisture content of equilibrium of 5% of dry weight.
 - c. Thermal Conductivity (k-factor) of 2.4 Btu-in/hr-square feet in degrees F.
 - d. Average Modulus of Elasticity in bending of 750 kpsi.
 - e. Non-Combustible in accordance with ASTM E-136.
 - f. Flame Spread Index of "0" and Smoke Generation Number of "0" in accordance with ASTM E-84.
 - g. Fiber Cement Panels shall be smooth pattern 4' wide x 8, 9, or 10 feet long as required for minimum joints.

E. Fiber Cement soffit shall comply with ASTM C1186 as Grade II, Type A fiber-cement sheet.

1. Additionally, soffit shall exhibit the following physical and mechanical properties:
 - a. Average Dry Density of 80 pcf.
 - b. Average Moisture content at equilibrium of 5% of dry weight.
 - c. Thermal Conductivity (k-factor) of 2.4 Bty-in/hr-square feet in degrees F.
 - d. Average Modulus of Elasticity in bending of 750 kpsi.

- e. Non-Combustible in accordance with ASTM E136.
 - f. Flame Spread Index of "0" and Smoke Generation Number of "0" in accordance with ASTM E-84.
- 2. Non-Vented Fiber Cement Soffit shall be
 - a. Smooth Pattern, 12 or 16 wide by 12 feet long or 24 or 48 inches wide by 96" long as required for minimum joints.
- 3. Vented Fiber Cement Soffit shall be
 - a. Smooth Pattern, 12 or 16 wide by 12 feet long or 24 or 48 inches wide by 96" long as required for minimum joints.
- F. Fiber Cement trim shall comply with ASTM C1186 Grade I, Type A fiber-cement sheet.
 - 1. Fiber Cement trim shall be 3/4" thick Traditional Smooth Pattern, (3 1/2, 5 1/2, 7 1/2, or 11 1/2) inches wide and 12 feet long.
 - 2. Additionally, trim shall exhibit the following physical and mechanical properties:
 - a. Average Dry Density of 59 pcf.
 - b. Average Moisture content at equilibrium of 5% of dry weight.
 - c. Average Modulus of Elasticity in bending of 435 kpsi.
 - d. Non-Combustible in accordance with ASTM E136.
 - e. Flame Spread Index of "0" and Smoke Generation Number of "0" in accordance with ASTM E-84.
- G. Fasteners:
 - 1. For wood sub-wall, Blind fastening: Galvanized Roofing Nails with minimum 11 ga. shank and 0.390" head diameters, minimum 1 1/4" long.
 - 2. For wood sub-wall, Face Fastening where required: Galvanized Siding Nails with minimum 0.090 shank and 0.219" head diameters, minimum 1 1/2" long.
 - 3. All fasteners to be corrosion resistant.

PART 3 - EXECUTION:

3.1 INSTALLATION

- A. Preparation:
 - 1. Ensure sub-wall is straight and flat within 1/8" in 10'.
 - 2. Maximum space between structural members is 16" without sheathing, 24" with sheathing.
 - 3. Ensure that a Building Code compliant weather-resistant barrier is present and in serviceable condition.
 - 4. Ensure all required flashing is in place and in serviceable condition.

B. Install Soffit:

1. Fasten through soffit into building structure. All edges of soffit shall be supported by framing, ensure appropriate blocking is in place.
2. Maximum distance between structural members is 24", maximum distance between fasteners is 8". Fasteners shall be set-back 2" from corners and minimum 3/8" from edges.
3. Fasteners shall be flush, do not overdrive. Protect over-driven fasteners from the weather and compliment with a second fastener, properly installed.

C. Install Trim:

1. Ensure sub-wall is straight and flat within 1/8" in 10'.
2. Fasten through trim into building structure.
3. Maximum distance between fasteners is 12", staggered across trim width. Target fastener set-back is 1" from edges and ends of trim.
4. Fasteners shall be flush, do not over-drive. Protect over-driven fasteners from the weather and compliment with a second fastener, properly installed.
5. Seal all cut ends with masonry compatible sealer.
6. Maintain specified clearances to finished grade and other horizontal surfaces.

D. Install Plank:

1. Fasten through plank into building structure. Fasteners should be set-back minimum 3/8" from ends to planks, 1" down from the top edge for "blind fastening," and 7/8" up from the bottom for "face fastening."
2. Fasteners shall be flush, do not over-drive. Protect over-driven fasteners from the weather and compliment with a second fastener, properly installed.
3. Start by leveling and installing a 2" wide by 1/4" thick starter-strip, fasten into mudsill.
4. Install the bottom course of plank overlapping the bottom of the starter-strip by 1/8". Allow a 1/8" gap wherever plank abuts trim, fill gap with caulk before painting. Plan all butt joints between two planks to fall on building structure (studs). Butt Joints between planks shall be caulked or back-flashed to divert water onto the "lower course" of plank. Always fasten from one end to the other, not from both ends toward the middle.
5. Install second course of plank overlapping the top of the first course by at least 1 1/4". Stagger butt joints from those in the lower course.
6. Continue in this manner to cover the wall.
7. Maintain specified clearances to finished grade and other horizontal surfaces.

E. Install Panel:

1. Fasten through panel into building structure. All edges of panel shall be supported by framing, ensure appropriate blocking is in place.
2. Maximum distance between fasteners is 8". Fasteners should be set-back minimum 3/8" from edges of panels, 2" from corners of panels.
3. Fasteners shall be flush, do not over-drive. Protect over-driven fasteners from the weather and compliment with a second fastener, properly installed.
4. Starting at a corner, place panel against the framing and fasten in place. For best results fasten from one edge to the opposite, or from the center out to the perimeter. Allow 1/8" gap where panel abuts trim, fill gap with caulk before painting.
5. Continue in this manner to cover the wall, cutting panels to fit as your go.

F. Joint Treatment:

1. Treat Vertical Joints either by gapping 1/8" and caulking or by lightly butting and covering with a nominal 1" thick by 2" wide batten strip at panels.
2. Horizontal joints should only occur where wall height exceeds 10' and should be appropriately flashed with z-shaped flashing.
3. Maintain specified clearances to finished grade and other horizontal surfaces.

G. Finishing:

1. Paint Cemprime (factory applied primer with top quality exterior grade 100% acrylic latex paints. Apply an amount sufficient to provide a minimum dry film thickness of 3.0 mils. Apply topcoats in accordance with the paint manufacturer's written instructions, either before or within 180 days of siding installation.

END OF SECTION

SECTION 07 52 16 – SBS MODIFIED BITUMEN ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

- A. This Sections Includes:

1. Furnish and install elastomeric sheet roofing system, including:
2. Roofing manufacturer's requirements for the specified warranty.
3. Preparation of roofing substrates.
4. Wood nailers for roofing attachment.
5. Insulation.
6. Cover boards.
7. Modified bitumen roofing.
8. Metal roof edging and copings.
9. Flashings.
10. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.

- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com>.
- D. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

1.3 REFERENCES

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
- B. ASTM C 208 - Standard Specification for Cellulosic Fiber Insulating Board; 1995 (Reapproved 2001).
- C. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2004.
- D. ASTM D 1079 - Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials; 2005a.
- E. ASTM D 6163 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements; 2000.
- F. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements; 2000.
- G. CAN-ULC-S770 - Standard Test Method Determination of L-Term Thermal Resistance Of Closed-Cell Thermal Insulating Foams; 2003.
- H. FM 1-28 - Design Wind Loads; Factory Mutual System; 2002.
- I. FM 1-29 - Roof Deck Securement and Above Deck Roof Components; Factory Mutual System; 2005.
- J. PS 1 - Construction and Industrial Plywood; 1995.
- K. PS 20 - American Softwood Lumber Standard; 2005.

1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 for definition of terms related to roofing work not otherwise defined in the section.
- B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

1.5 SUBMITTALS

- A. Product Data:
 - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.

2. Where UL or FM requirements are specified, provide documentation that shows that the roofing system to be installed is UL-Classified or FM-approved, as applicable; include data itemizing the components of the classified or approved system.
 3. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.
- B. Samples: Submit samples of at least the following:
1. Sample of roof membrane.
 2. Sample of each insulation type.
- C. Specimen Warranty: Submit prior to starting work.
- D. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.
- E. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.
- F. Executed Warranty.

1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: Roofing installer shall have the following:
1. Current Firestone Red Shield Licensed Contractor status.
 2. Fully staffed office within 100 miles of the job site.
 3. At least five years' experience in installing specified system.
 4. Capability to provide payment and performance bond to building owner.
- B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
 2. Notify Architect well in advance of meeting.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.

- C. Keep combustible materials away from ignition sources.

1.8 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: Firestone 20 year Red Shield Limited Warranty covering membrane, roof insulation, and membrane accessories.
- C. Limit of Liability: No dollar limitation.
- D. Scope of Coverage: Repair leaks in the roofing system caused by:
 - 1. Ordinary wear and tear of the elements.
 - 2. Manufacturing defect in Firestone brand materials.
 - 3. Defective workmanship used to install these materials.
 - 4. Damage due to winds up to 72 mph (88 km/h).
- E. Not Covered:
 - 1. Damage due to winds in excess of 72 mph.
 - 2. Damage due hurricanes or tornadoes.
 - 3. Hail.
 - 4. Intentional damage.
 - 5. Unintentional damage due to normal rooftop inspections, maintenance, or service.
- F. Metal Roof Edging with Exposed Decorative Fascia: Provide 20 year warranty for painted finish covering color fade, chalk, and film integrity.

1.9 MODIFIED BITUMEN ROOF SYSTEM SERVICE GUARANTEE:

- A. In addition to the above guarantee, the roofing contractor shall provide a written guarantee agreeing to keep the roof free of leaks for a period of two (2) years starting at the time of acceptance of the project by the Owner using the form included at the end of this section.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Roofing System: Firestone Building Products Co., Carmel, IN. www.firestonebpco.com.

- B. Roofing systems manufactured by the following are acceptable provided the roofing
- C. system is completely equivalent in materials and warranty conditions and the
- D. manufacturer meets the following qualifications:
 - 1. GAF
 - 2. Johns Manville
 - 3. Suprema
- E. Manufacturer of Insulation and Cover Boards: Same manufacturer as roof membrane.
- F. Manufacturer of Metal Roof Edging: Same manufacturer as roof membrane.
- G. Metal roof edging products by other manufacturers are not acceptable.
- H. Field- or shop-fabricated metal roof edgings are acceptable, but must be covered under the terms and conditions of the low slope roofing system warranty.
- I. Substitution Procedures: See Instructions to Bidders.
- J. Submit evidence that the proposed substitution complies with the specified requirements.

2.2 ROOFING SYSTEM DESCRIPTION

- A. Roofing System:
 - 1. Membrane: SBS modified bitumen, 2 ply.
 - 2. Thickness: As specified elsewhere.
 - 3. Membrane Attachment: Hot asphalt, all plies.
 - 4. Comply with applicable local building code requirements.
 - 5. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification.
 - 6. Provide assembly complying with Factory Mutual Corporation (FM) Roof Assembly Classification, FM DS 1-28 and 1-29, and meeting minimum requirements of FM 1-90 wind uplift rating.
- B. Insulation Cover Board:
 - 1. Type: Wood fiber board, 0.5 inch (13 mm) thick.
 - a. Attachment: Asphalt attachment.

2.3 SBS MODIFIED BITUMEN MATERIALS

- A. Cap Sheet: Granule surfaced SBS polymer-modified bitumen sheet, reinforced with a fiberglass mat, complying with ASTM D 6163, Type I, Grade G, formulated for hot asphalt and cold adhesive application with the following additional characteristics:
1. Formulated for hot asphalt and cold adhesive application.
 2. Nominal Thickness: 0.146 inch (3.8 mm).
 3. Post Consumer Recycled Content: 3 percent, nominal.
 4. Sheet Width: 3.3 feet (1 m), nominal.
 5. Granule Color: White.
 6. Acceptable Product: SBS Glass FR Cap by Firestone.
- B. Interply Base Sheet: SBS polymer-modified bitumen sheet, complying with ASTM D 6163, Type I, Grade S, with glass fiber reinforcing fabric, formulated for hot asphalt and cold adhesive application to substrate and cap sheet, with the following additional characteristics:
1. Nominal Thickness: 0.087 inch (2.2 mm).
 2. Sheet Width: 3.3 feet (1 m), nominal.
 3. Acceptable Product: SBS Base by Firestone.
- C. Flashings: Same materials and configuration as roofing membrane.

2.4 ROOF INSULATION AND COVER BOARDS

- A. Wood Fiber Cover Board: Cellulosic fiber insulating board complying with ASTM C 208 Grade 2, surfaced with non-asphaltic coating to reduce asphalt absorption, and with the following additional characteristics:
1. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
 - a. Exception: Board to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
 2. Thickness: ½"
 3. Spanning Capability: Recommended by manufacturer for following minimum flute spans:
 - a. 0.5 inch (12 mm) Thickness: 1.6 inches (40.6 mm), minimum.
 - b. 1 inch (25 mm) Thickness: 2.7 inches (68.8 mm), minimum.
 4. Recycled Content: 50 percent post-consumer, minimum.
 5. Acceptable Product: Fiber top Wood Fiber Insulation by Firestone.

- B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. Asphalt for Insulation Attachments: Type as required by roof membrane manufacturer.

2.5 METAL ACCESSORIES

- A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
 - 1. Fascia Material and Finish: 24 gage, 0.024 inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
- B. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
 - 1. Width: 3-1/2 inches (90 mm), nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it.
 - 2. Thickness: Same as thickness of roof insulation.

PART 3 - EXECUTION

3.1 INSTALLATION - GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold

weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).

- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
 - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
 - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
 - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.2 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

3.3 PREPARATION

- A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.
- D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

3.4 INSULATION AND COVER BOARD INSTALLATION

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- E. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by Factory Mutual for FM Class specified in PART 2 and membrane manufacturer, whichever is more stringent.
- F. Asphalt Attachment: Heat and apply asphalt in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

3.5 MODIFIED BITUMEN INSTALLATION WITH HOT ASPHALT

- A. In air temperature below 50 degrees F (10 degrees C), unroll sheets and allow to relax; flatten with broom if necessary to eliminate voids and obtain proper embedment.
- B. Start at the low point with a full width sheet; embed sheets in full mopping of asphalt.
- C. Apply asphalt at rate recommended by roof membrane manufacturer; a minor flow of hot asphalt should be seen coming from the side laps.
- D. Granule Surfaced Sheets: Apply matching granules to areas of asphalt "bleed-out" while the asphalt is still hot.
- E. Complete the entire membrane installation without undue delay.
 - 1. Exception: The cap sheet may be installed not more than 14 days after installation of the interply base sheet.
 - a. Before resuming installation, be sure the surface of the last sheet is clean and dry; broomed and cleaned sufficiently using the necessary equipment.
 - b. Remove materials that show evidence of water intrusion and replace with like material.
 - c. Cover materials that have been damaged with additional layers of ply sheets installed over them equal in quantity to those originally installed.
 - d. Prime the surface using asphalt primer at rate recommended by roofing manufacturer.

3.6 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
 - 1. Follow roofing manufacturer's instructions.
 - 2. Remove protective plastic surface film immediately before installation.
 - 3. Install water block sealant under the membrane anchorage leg.
 - 4. Flash with manufacturer's recommended flashing sheet unless otherwise indicated.
 - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
 - 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
 - 7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.
- C. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.
 - 1. Use the longest practical flashing pieces.
 - 2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
 - 3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
 - 4. Provide termination directly to the vertical substrate as shown on roof drawings.
- D. Roof Drains:
 - 1. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
 - 2. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.

3. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
 4. Apply sealant on top of drain bowl where clamping ring seats below the membrane.
 5. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.
- E. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
 2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.
 3. Structural Steel Tubing: If corner radii are greater than 1/4 inch (6 mm) and longest side of tube does not exceed 12 inches (305 mm), flash as for pipes; otherwise, provide a standard curb with flashing.
 4. Flexible and Moving Penetrations: Provide weathertight gooseneck set in sealant and secured to deck, flashed as recommended by manufacturer.
 5. High Temperature Surfaces: Where the in-service temperature is, or is expected to be, in excess of 180 degrees F (82 degrees C), protect the elastomeric components from direct contact with the hot surfaces using an intermediate insulated sleeve as flashing substrate as recommended by membrane manufacturer.

3.7 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

3.8 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.9 PROTECTION

- A. Where construction traffic must continue over finished roof membrane, provide durable
- B. protection and replace or repair damaged roofing to original condition.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM **Error! Bookmark not defined.**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY:

- A. This Section includes sheet metal flashing and trim in the following categories:
 - 1. Roof Drainage Systems
 - a. Exposed trim, Roof Edge Trim, and fascia.
 - b. Metal flashing.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
- C. Division 4 Sections for through-wall flashing and other integral masonry flashings specified as part of masonry work.
- D. Division 7 Section "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
- E. Division 7 Section "Joint Sealants" for elastomeric sealants.
- F. Division 7 Roofing Sections for flashing and roofing accessories installed integral with roofing membrane as part of roofing-system work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Fabricate and install flashings at roof edges to comply with recommendations of FM Loss Prevention Data Sheet 1-49 for the following wind zone:
 - 1. Wind Zone 2: Wind pressures of 31 to 45 psf.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- C. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

1.6 PROJECT CONDITIONS

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 METALS

- A. Note: All metals provided shall be supplied by roofing manufacturer and/or approved by roofing manufacturer for incorporation into the roofing system which allows metal flashing to be included in the roofing membrane guarantee and carry the same guarantee as the roof. Adjustment of material and material thickness listed as follows may require adjustment to obtain requirements for inclusion in the roofing system guarantee. These adjustments shall be made at no additional cost to the owner.
- B. Stainless-Steel Sheet: ASTM A 167, Type 304, soft annealed, with No. 2D finish, except where harder temper is required for forming or performance; minimum 0.0187 inch thick, unless otherwise indicated.
- C. Lead Sheet: ASTM B 749, Type L51121, copper-bearing lead sheet, with minimum thickness of 0.0625 inch (1.6 mm) except not less than 0.0937 inch (2.4 mm) thick for applications where burning (welding) is involved.

2.2 CONCEALED THROUGH -WALL SHEET METAL FLASHING

- A. Material: Fabricate from the following metal:
 - 1. Stainless Steel: 0.0156 inch (0.4 mm) thick.
- B. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
- C. Products: Subject to compliance with requirements, provide one of the following:

1. Cheney Flashing (Dovetail); Cheney Flashing Company, Inc.

2.3 REGLETS

- A. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.
- B. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
- C. Stucco Type: Provide with upturned fastening flange and extension leg of length to match thickness of applied finish materials.
- D. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
- E. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
- F. Flexible Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
- G. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of the counterflashing lower edge.
 1. Material: Stainless steel, 0.0187 inch thick.
 2. Material: Copper, 16 oz./sq. ft.
 3. Material: Aluminum, 0.024 inch thick.
- H. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Fry Reglet Corporation.
 2. Hickman: W. P. Hickman Co.
 3. Keystone Flashing Company.
 4. Imetco

2.4 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Burning Rod for Lead: Same composition as lead sheet.
- B. Solder: ASTM B 32, Grade Sn50, used with rosin flux.

- C. Stainless-Steel Welding Rods: Type recommended by stainless-steel sheet manufacturer for type of metal sheets furnished.
- D. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- E. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.
- F. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, nondrying, non-migrating sealant.
- G. Elastomeric Sealant: Generic type with requirements for joint sealants as specified in Division 7 Section "Joint Sealants."
- H. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints.
- I. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- J. Paper Slip Sheet: 5-lb./square (0.244 kg/sq. m) red rosin, sized building paper conforming to FS UU-B-790, Type I, Style 1b.
- K. Polyethylene Underlayment: ASTM D 4397, minimum 6-mil- (0.15- mm-) thick black polyethylene film, resistant to decay when tested according to ASTM E 154.
- L. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- M. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

2.5 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.

- E. Expansion Provisions: Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where Lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25mm) deep, filled with mastic sealant (concealed within joints).
- F. Sealed Joints: Form non-expansion, but moveable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- G. Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- H. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- I. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

2.6 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- B. Downspouts: Fabricate from the following material:
 - 1. Prefinished Stainless Steel: 0.0156 inch thick. 28 g.
- C. Exposed Trim, Roof Edge Trim, and Fasciae: Fabricate from the following material:
 - 1. Prefinished Stainless Steel: 0.0187 inch (0.5 mm) thick. 26 g.
- D. Base Flashing: Fabricate from the following material
 - 1. Prefinished Stainless Steel: 0.0187 inch (0.5 mm) thick. 26 g.
- E. Counter Flashing, Reglets, and Wind-Restraint Clips: Fabricate from the following material:
 - 1. Prefinished Stainless Steel: 0.0187 inch (0.5 mm) thick. 26 g.
- F. Flashing Receivers: Fabricate from the following material:
 - 1. Prefinished Stainless Steel: 0.0156 inch (0.4 mm) thick. 28 g.
- G. Drip Edges: Fabricate from the following material:
 - 1. Prefinished Stainless Steel: 0.0156 inch (0.4 mm) thick. 28 g.

H. Roof-Penetration Flashing: Fabricate from the following material:

1. Stainless Steel: 0.0187 inch (0.5 mm) thick. 26 g.

2.7 STAINLESS STEEL SHEET FINISH

A. High-Performance Organic Coating Finish: Apply the following system as recommended by coating manufacturers and applicator.

1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - a. Color and Gloss: As selected by Architect from manufacturer's full range of choices for color and gloss.
2. Resin Manufacturers: Subject to compliance with requirements, provide fluoropolymer coating systems containing resins produced by one of the following manufacturers:
 - a. Ausimont USA, Inc. (Hylar 5000)
 - b. Elf Atochem North America, Inc. (Kynar 500)
3. Stainless Sheet Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Atlas Aluminum Corporation.
 - b. Copper Sales, Inc.
 - c. MM Systems Corporation.
 - d. Petersen Aluminum Corporation.
 - e. Vincent Metals.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacture's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible., and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.

- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed with joints).
- D. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except where pre-tinned surface would show in finished Work.
 - 1. Do not solder the following metals:
 - a. Aluminum.
 - b. Coil-coated galvanized steel sheet.
 - 2. Pre-tinning is not required for the following metals:
 - a. Lead.
 - 3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- E. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
 - 1. Use joint adhesive for nonmoving joints specified not to be soldered.
- F. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Separations: Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
 - 1. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install a slip sheet of red-rosin paper and a course of polyethylene underlayment.
 - 2. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- H. Counter flashings: Coordinate installation of counter flashings with installation of assemblies to be protected by counterflashing. Install counter flashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant,

interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches (50 mm) and bed with sealant.

- I. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:
 1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
 2. Seal and clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.

3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION

SIDING VENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Siding vents.

1.2 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry.
- B. Section 07457 – Cementitious Panels.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's catalog data, standard details, and installation instructions.
- C. Samples: 2 inch (50 mm) long samples of each profile required.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products indoors and protect from construction traffic and damage.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: Provide vents fabricated by Cor-A-Vent, Inc.; P.O. Box 428; Mishawaka, IN 46546-0428. ASD. Tel: (800) 837-8368. Fax: (800) 645-6162.
- B. Substitutions are to be approved by Architect..

2.2 MATERIALS

- A. U. Siding Vents: SV-5.
 - 1. Net free area: 8.75 sq in per lin ft (17994 sq mm/m).
 - 2. Dimensions: 3/4 inches (18.75mm) wide by 48 inches (1220 mm) long by 3 inch (75 mm) high.
 - 3. Color: Black.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that framing, sheathing, and siding are secured and ready to receive vents.

3.2 INSTALLATION

- A. General: Install SV-5 over moisture barrier as a vented rain screen frame over repaired existing siding.

3.3 SIDING VENTS

- A. Nail SV-5 in a continuous band along the wall at the level where the siding will start. A continuous band of SV-5 may also be nailed at the top of the wall where the siding ends if full ventilation behind the siding is desired. SV-5 may also be used above and below windows and above doors to provide drainage/ventilation in these areas as well.

3.4 ADJUST AND CLEAN

- A. Remove any scrap from the site, and leave in a neat and clean condition.

END OF SECTION

SECTION 07 92 00 - JOINT SEALERS

PART 1 - GENERAL

1. RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

2. DESCRIPTION OF WORK:

- A. The extent of each form and type of joint sealer is indicated on drawings and by provisions of this section.
- B. The applications for joint sealers as work of this section include the following:
 - 1. Wall joints (exterior and interior).
 - 2. Horizontal Surfaces.
 - 3. Flashing and coping joints.
- C. Refer to Division 8 sections for glazing requirements not work of this section.
- D. Refer to sections of Divisions 15 and 16 for joint sealers in mechanical and electrical work not work of this section.

4. QUALITY ASSURANCE:

- A. Applicator Qualifications: Contractor and job foreman must have a minimum of five (5) years experience installing sealant.
- B. Compatibility and Adhesion Tests: Contractor shall be responsible for verifying with sealant manufacturer that all sealants to be used are compatible with and will satisfactorily adhere to all substrates. Tests may be conducted in the field or by submission of representative substrate samples to sealant manufacturer's laboratory.
- C. Conduct the following Skin-Over Time/Elastomeric Test: For one-part sealant, a skin-over test and an elastomeric test should be performed once per week and on every new lot of sealant used. The purpose of this test is to check sealant working time and to ensure the sealant cures fully. Any great variation (excessively long times) in the skin-over time may indicate and out-of-life sealant. This test is performed as follows:
 - 1. Spread a 1/16" film of sealant on a sheet of polyethylene (a garbage bag works well).
 - 2. Every few minutes, touch the sealant film lightly with a tool.
 - 3. When the sealant does not adhere to the tool, the sealant has skinned over. Note the time required to reach this point. If a skin has to formed within - 3 hours, do not use this material; contact your Dow Corning Construction Field Specialist or distributor representative.

4. Allow the sealant to cure for 24 hours. After 24 hours, peel the sealant off of the polyethylene sheet. Stretch the sealant slowly to see that it has cured. If the sealant has not cured, contact your Sealant Manufacturer Field Specialist or distributor representative.
 5. Record the results in the Product Quality Control Log book. This testing must be completed and results recorded, retained and available for review upon request. (See "Project Specifications, Documentation and Warranties" for a sample log form and additional information.)
- D. Standard Field Adhesion Hand Pull Test: A field adhesion test is a simple screening procedure that may help detect application problems such as improper cleaning, use of improper primer, poor primer application or improper joint configuration. As a check for adhesion, a simple hand pull test is required at the job site after the sealant is fully cured (usually within 7 to 21 days). Field adhesion testing should be documented using the filed Adhesion Testing Log (see "Project Specifications, Documentation and Warranties"). It is suggested that 10 tests for the first 1000 feet and one test per thousand feet thereafter be submitted or one test per floor per elevation. The hand pull test procedure is as follows:
1. Make a knife cut horizontally from one side of the joint to the other.
 2. Make two vertical cuts (from the horizontal cut) approximately 3" long, at both sides of the joint.
 3. Place a 1" mark on the sealant tab.
 4. Grasp the 2" piece of sealant firmly just beyond the 1" mark and pull at a 90-degree angle.
 5. If dissimilar substrates are being sealed, check the adhesion of sealant to each substrate separately. This is accomplished by extending the vertical cut along one side of the joint, checking adhesion to the opposite side, and then repeating for the other surface.
 6. Pass / fail criteria for each sealant are as follows: If the sealant does not pass according to the guidelines provided, consult your local Field Specialist or distributor representative.
 7. Record the test results in a field adhesion test log.
- E. Repair of Sealant in Adhesion Test Area: Repair the sealant pulled from the test area by applying new sealant to the test area. Assuming good adhesion was obtained, use the same application procedure to repair the areas as was used to originally seal it. Care should be taken to ensure that the original sealant surfaces are clean and that the new sealant is in contact with the original sealant.
- F. Manufacturer: Sealant manufacturer shall have been in the business of producing the specified sealant types for a minimum of ten (10) years.
8. SUBMITTALS:
- A. Literature: Submit one copy of manufacturer's data sheets, standard color charts, installation instructions and field quality control test procedures for each sealant and primer to be used.
 - B. Warranty: Submit one copy of manufacturer's standard twenty (20) year product warranty and contractor's three-year workmanship warranty.

9. WARRANTY:

- A. Upon job completion, provide manufacturer's standard twenty (20) year product weather seal warranty.
- B. Upon job completion, provide contractor's three (3) year workmanship warranty.

10. DELIVERY, STORAGE, AND HANDLING:

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, batch number, and expiration date as applicable. Provide Material Safety Data Sheets for each product.
- B. Store product in a location protected from freezing, damage, construction activity, precipitation and direct sunlight in strict accordance with manufacturer's recommendations.
- C. Condition products to approximately 60 to 70 degrees F for use in accordance with manufacturer's recommendations.

11. PROJECT CONDITIONS:

- A. Do not use products under conditions of precipitation or freezing weather. Use appropriate measures for protection and supplementary heating to ensure proper drying and curing conditions in accordance with manufacturer's recommendations if application during inclement weather occurs.
- B. Ensure substrate is dry.
- C. Protect all adjacent work from contamination due to mixing, handling, and application of sealants.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Manufacturer's: Provide products by one of the following:
 - 1. Dow Corning
 - 2. General Electric
 - 3. Sonneborn
- B. Sealant #1: Dow Corning - 791 Silicone Weatherproofing Sealant, for enameled and reflective glass, glass, primed painted steel, fluorocarbon coated aluminum, steel, granite, paint, plastic, paint plastic, Polyester Powder coated Aluminum/steel, silicone, stainless steel, and wood. Color to be selected by Architect.

- C. Sealant #2: Dow Corning - 786 Mildew Resistant Sealant, for porcelain, glazed ceramic tile, mosaic floor tile, cultured marble. (e.g. bath, shower and other high moisture interior applications). Color to be selected by Architect.
- D. Sealant #3: Caulking Compound (for general applications) 1 part Architectural Acrylic Latex.
- E. Primer: Dow Corning - 1200 Prime Coat, primer to be applied to all exterior porous surfaces (i.e. brick). EIFS priming to be recommended by sealant manufacturer.
- F. Sealant #4: Sonneborn Sonolastic NP 1: Single component, non-sag polyurethane with plus or minus 25 percent movement capability for vertical joints.
- G. Sealant #5: Sonneborn Sonolastic SL 1: Single component, self-leveling polyurethane with plus or minus 25 percent movement capability for horizontal joints.
- H. Sealant #6: DAP Dynaflex 230 Premium Elastomeric Sealant ASTM C920 Class 25.
- I. Backer Rod: EIFS requires closed cell polyethylene or Sof-Rod.
- J. Bond Breaker Tape: Pressure sensitive adhesive polyethylene, Teflon, or polyurethane foam tape where required.

PART 3 - EXECUTION

3.1 SEALANTS:

- A. Inspection:
 - 1. Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed, and verify that all joint surfaces are clean, sound, free of defects and that dimensions are within sealant manufacturer's size requirements. Commencement of sealant installation shall be evidence that contractor has verified compliance of existing conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to installer.
 - 2. Protect all surroundings from primers and sealant to include, but not be limited to, windows, roofs, walkways, drives, and landscaping.
- B. Joint Preparation:
 - 1. Clean all joint surfaces of contaminants and impurities to the depth at which the new silicone sealant and backer materials are to be installed. This may be accomplished by several methods: Abrading with a wire brush (hand or power), grinding, saw cutting, or solvent cleaning. Follow solvent manufacturer's safe handling recommendations and local, state and federal regulations regarding solvent usage.
 - 2. Blow out all dust, loose particles and other debris using oil free compressed air.
- C. Installation:
 - 1. Solvent clean aluminum and any other non-porous surfaces with recommended solvent using the "Two Cloth Cleaning Method."

2. Apply primer according to manufacturer's instructions.
3. Install backer rod using blunt or rounded tools to assure uniform depth without puncturing or twisting. Closed cell rod shall be a minimum 20% oversized. Install bond breaker tape in shallow joints.
4. Mask or protect adjacent areas that are not to receive sealant.
5. Apply sealant in joints using a pressure gun with nozzle cut to appropriate size. Deposit sealant in a uniform and continuous bead with no gaps or air pockets.
6. Tool joint to required configuration with a blunt instrument as soon as possible after installation, but before sealant begins to skin over. Remove all masking materials immediately after tooling.

D. Locations:

1. These are the general purpose sealants for use of interior and exterior up to 1" in width. One of these sealants shall be used unless otherwise specified herein. The following list is not intended to be inclusive of every condition.
2. At both exterior and interior joints, and recesses formed where frames and subsills of windows, doors, louvers, vents and the like adjoin other materials.
3. Joints or recesses on exterior of building (including locations not specifically shown or specified) where sealing is required to prevent infiltration of water, moisture, insects, and wind through building exterior.
 - a. Masonry joints in which shelf angles occur.
 - b. Exterior face of expansion and control joints in exterior concrete or masonry walls.
 - c. Interior face of expansion joints in exterior masonry walls.
 - d. Interior face of control joints in exterior masonry walls.
 - e. Openings where pipes, conduits and similar items pass through exterior walls.
4. Metal reglets where required and lead caulking rope is not used, and elsewhere where flashing is penetrated by coping dowels.
 - a. Metal-to-metal joints where sealing or caulking is shown or necessary.
 - b. Metal to masonry where sealing or caulking is shown, specified, or necessary.
 - c. Joints occurring between ends of gravel stops, fascias and/or copings and adjacent walls.
 - d. Bottoms of exterior doorway frames.
5. Where sealant is shown on drawings except where sealing compounds for joints in horizontal surfaces and high temperature applications are specifically required.
 - a. Seats of metal thresholds for exterior doors.
 - b. All precast concrete joints.
6. Use Sealant #1 at all exterior vertical surfaces locations.
7. Use Sealant #2 at all interior wet areas.
8. Use Sealant #3 for the following interior applications:
 - a. Opening 1/8" and less between walls and partitions and adjacent shelving, built-in or surface mounted equipment, plumbing, and lighting fixtures.
 - b. Interior locations where small voids between materials require filling for first class workmanship and painting.
9. Use Sealant #4 at all interior conditions not listed for sealants #2 and #3.
10. Use Sealant #5 for all interior horizontal surfaces.
11. Use Sealant #6 for all exterior wood for painted finish.

E. Workmanship:

1. Surface Preparation: Surfaces of joint to receive caulking or sealants shall be clean, dry to the touch, free from frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion.
2. Application: Apply caulking and sealing compounds in strict accordance with manufacturer's printed instructions. Avoid dropping or smearing compound on adjacent surfaces. Fill joints solidly with compound and tool. Finish compound smooth and flush, unless joint is otherwise detailed.
3. Cleaning: After filling and finishing joints, remove masking tape. Fresh compound that has accidentally been smeared on masonry shall be scrapped off immediately and rubbed clean with a solvent as recommended by the sealant manufacturer. Upon completion of application of compound, all remaining smears, stains, and other soiling resulting therefrom shall be removed with solvent or other means recommended by manufacturer of compound and the work left in a clean and neat condition.

F. Cure and Protection:

1. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability. Advise contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion. Cure and protect sealants in a manner which will minimize increased in modules of elasticity and other accelerated aging effects. Replace or restore sealants which are damaged or deteriorated during construction period.

END OF SECTION

SECTION 08 11 13 – STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of steel doors and frames is indicated and scheduled on drawings.
- B. Finish hardware is specified elsewhere in Division 8.
- C. Building in of anchors and grouting of frames in masonry construction is specified in Division 4.

1.3 QUALITY ASSURANCE

- A. Provide doors and frames complying with Steel Door Institute "Recommended Specifications: Standard Steel Doors and Frames" (SDI 100) and as herein specified.
- B. Fire-Rated Door Assemblies: Where fire rated door assemblies are indicated or required, provide fire rated door and frame assemblies that comply with NFPA 80 "Standard for Fire Doors and Windows", and have been tested, listed, and labeled in accordance with ASTM E 152 "Standard Methods of Fire Tests of Door Assemblies" by a nationally recognized independent testing and inspection agency acceptable to authorities having jurisdiction.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data substantiating that products comply with requirements.
- B. Shop Drawings: Submit for fabrication and installation of steel doors and frames. Include details of each frame type, elevations of door design types, conditions at opening, details of construction, location and installation requirements of finish hardware and reinforcements, and details of joints and connections. Show Anchorage and accessory items.
 - 1. Provide schedule of doors and frames using same reference numbers for details and openings as those on contract drawings. Indicate coordinate of glazing frames and stops with glass an glazing requirements.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver hollow metal work cartoned or crated to provide protection during transit and job storage.
- B. Inspect hollow metal work upon delivery for damage. Minor damages may be repaired provided refinished items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames at building site under cover. Place units on minimum 4" high wood blocking. Avoid use of non-vented plastic or canvas shelters which could create humidity chamber. If cardboard wrapper on door becomes wet, remove carton immediately. Provide 1/4" spaces between stacked doors to promote air circulation.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering steel doors and frames which may be incorporated in the work include; but are not limited to, the following:
- B. Steel doors and frames:
 - 1. Amweld/Div. American Welding & Mfg. Co.
 - 2. Ceco Corp.
 - 3. Curries Mfg., Inc.
 - 4. Dittco Products, Inc.
 - 5. Fenestra Corp.
 - 6. Mesket Industries, Inc.
 - 7. Steelcraft/Div. American Standard Co.
 - 8. Republic Builders Products Corp.
 - 9. Subs. Republic Steel.
 - 10. Amertex Inc.

2.2 MATERIALS

- A. Hot-Rolled Steel Sheets and Strip: Commercial quality carbon steel, pickled and oiled, complying with ASTM A 569 and ASTM A 568.

- B. Cold-Rolled Steel Sheets: Commercial quality carbon steel, complying with ASTM A 366 and ASTM A 568.
- C. Galvanized Steel Sheets: Zinc coated carbon steel sheets of commercial quality, complying with ASTM A 526, with ASTM A 525, G60 zinc coating, mill phosphatized.
- D. Supports and Anchors: Fabricate of not less than 18 gage galvanized sheet steel.
- E. Inserts, Bolts and Fasteners: Manufacturer's standard units, except hot dip galvanized items to be built into exterior walls, complying with ASTM A 153, Class C or D as applicable.
- F. Primer: Rust inhibitive enamel or paint, either air drying or baking, suitable as a base for specified finish paints.

2.3 FABRICATION, GENERAL

- A. Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckle. Wherever practicable, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at project site. Comply with SDI 100 requirements as follows:
 - 1. Interior Doors: SDI 100, Grade II, standard, Style 4, 16 gage,
 - a. Kraft honeycomb core.
 - 2. Exterior Doors: SDI 100, Grade III, extra heavy duty, Style 4, 16 gage,
 - a. Polystyrene or Polyisocyanurate core.
- B. Fabricate exposed faces of doors and panels, including stiles and rails of non-flush units from only cold rolled steel.
- C. Fabricate frames, concealed stiffeners, reinforcement, edge channels louvers and moldings from either cold rolled or hot rolled steel (at fabricator's option).
- D. Fabricate exterior doors, panels, and frames from galvanized sheet steel. Close top and bottom edges of exterior doors as integral part of door construction or by addition of minimum 16 gage inverted steel channels.
- E. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat Phillips heads for exposed screws and bolts.
- F. Sound Rating: Unless otherwise indicated, provide acoustical assemblies with sound ratings of STC 33 or better.
- G. Finish Hardware Preparation: Prepare doors and frames to receive mortised and concealed finish hardware in accordance with final Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A 115 series specifications for door and frame preparation for hardware.
 - 1. For concealed overhead door closers, provide space, cutouts, reinforcing and provisions for fastening in top rail of doors or head of frames, as applicable.

- H. Reinforce doors and frames to receive surface applied hardware. Drilling and tapping for surface applied finish hardware may be done at project site.
- I. Locate finish hardware as shown on final shop drawings or, if not shown, in accordance with "Recommended Locations for Builder's Hardware," published by Door and Hardware Institute.

2.4 SHOP PAINTING

- A. Clean, treat, and paint exposed surfaces of steel door and frame units, including galvanized surfaces.
- B. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint.
- C. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive finish paint.

2.5 STANDARD STEEL DOORS

- A. Provide metal doors of types and styles as specified herein and indicated on drawings or schedules.
- B. Door Louvers: Provide sight proof galvanized stationary louvers for interior doors where indicated, constructed of inverted V shaped or Y shaped blades formed of 24 gage cold rolled steel set into 20 gage steel frame.

2.6 STEEL FRAMES

- A. Provide metal frames for doors, transoms, sidelights, borrowed lights, and other openings, of types and styles as shown on drawings and schedules. Conceal fastenings, unless otherwise indicated. Fabricate frames of minimum 16-gage cold-rolled furniture steel.
 - 1. Fabricate frames with mitered and continuous welded corners.
 - 2. Form exterior frames of hot dip galvanized steel.
- B. Door Silencers: Except on weather-stripped frames, drill stops to receive three silencers on strike jambs of single swing frames and two silencers on heads of double swing frames.
- C. Plaster Guards: Provide 26 gage steel plaster guards or mortar boxes, welded to frame, at back of finish hardware cutouts at all locations.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install steel doors, frames, and accessories in accordance with final shop drawings, manufacturer's data, and as herein specified.
- B. Placing Frames: Comply with provisions of SDI 105 "Recommended Erection Instructions for Steel Frames", unless otherwise indicated.
 - 1. Except for frames located at in place concrete or masonry and at drywall installations, place frames prior to construction of enclosing walls and ceilings. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.
 - 2. In masonry construction, locate three wall anchors per jamb at hinge and strike levels.
 - 3. In wood stud construction, locate three wall anchors per each jamb.
 - 4. Install fire-rated frames in accordance with NFPA Std. No. 80.
 - 5. In metal stud partitions, install at least three wall anchors per jamb at hinge and strike levels. Enclosed steel stud partitions, attach wall anchors to studs with tapping screws.
- C. Door Installation: Fit hollow metal doors accurately in frames, within clearances specified in SDI 100. Place fire rated doors with clearances as specified in NFPA Standard No. 80.

3.2 ADJUST AND CLEAN

- A. Prime Coat Touch-Up: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch up of compatible air drying primer.
- B. Final Adjustments: Check and readjust operating finish hardware items, leaving steel doors and frames undamaged and in complete and proper operating condition.

END OF SECTION

SECTION 08 14 16 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section.

1.2 DESCRIPTION OF WORK:

- A. Extent and location of each type of wood door is shown on drawings and in schedules.
- B. Types of doors required include the following:
- C. 3 Panel flush wood doors with.
- D. Shop finishing of wood doors is included in this section.
- E. Factory fitting to frames (pre-fitting) and factory preparation for hardware (pre-machining) for wood doors is included in this section.

1.3 QUALITY ASSURANCE:

- A. Manufacturer: Obtain doors from a single manufacturer to ensure uniformity in quality of appearance and construction, unless otherwise indicated.

1.4 REFERENCES:

- A. Comply with the applicable requirements of the following standards unless otherwise indicated:
- B. NWWDA - National Wood Window and Door Association". Designations for grade and core construction under types of doors refer to this standard.
- C. SUBMITTALS:
- D. Product Data: Submit door manufacturer's product data, specifications and installation instructions for each type of wood door.
- E. Include details of core and edge construction, trim for openings and louvers (if any) and similar components.
- F. Include finishing specifications for doors to receive factory applied shop finish.
- G. Include certifications as may be required to show compliance with specifications.

- H. Shop Drawings: Submit shop drawings indicating location and size of each door, elevation of each kind of door, details of construction, location and extent of hardware blocking, fire ratings, requirements for factory finishing and other pertinent data.
- I. Specific Product Warranty: Submit written agreement in door manufacturer's standard form signed by manufacturer, installer and contractor, agreeing to repair or replace defective doors which have warped (bow, cup or twist) or which show telegraphing of core construction below in face veneers, or do not conform to tolerance limitations of NWMA.
- J. Warranty shall be in effect during following period of time after date of substantial completion.
 - 1. Solid Core Flush Doors:
 - a. Lifetime.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Protect wood doors during transit, storage and handling to prevent damage, soiling and deterioration. Comply with the "On Site Care" recommendations of NWMA pamphlet "Care and Finishing of Wood Doors" and with manufacturer's instructions, and as otherwise indicated.
- B. Package doors at factory prior to shipping using method indicated below:
 - 1. Cartoning.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- 1. Manufacturer: Subject to compliance with requirements, provide products of one of the following:
- 2. Algoma Hardwoods Inc.
- 3. Eggers Hardwood Products Corp.
- 4. Chappell Door Company.
- 5. Weyerhaeuser Company.
- 6. Buell Door Company
- 7. Graham Manufacturing Company

2.2 MATERIALS AND COMPONENTS:

- A. General: Provide wood doors complying with applicable requirements of referenced standards for kinds and types of doors indicated and as specified.
- B. Door Construction: Manufacturer's standard five ply bonded core.
- C. Exposed Surfaces: Provide kind shown or scheduled and as further specified. Provide same exposed surface material on both faces of each door, unless otherwise indicated.

2.3 GENERAL FABRICATION REQUIREMENTS:

- A. Openings: Cut and trim openings through doors and panels as shown. Comply with applicable requirements of referenced standards for kind(s) of doors required.
- B. Light Openings: Factory cut openings. Trim openings for non-fire rated doors with solid wood moldings and fire rated doors with steel frame.

2.4 INTERIOR FLUSH WOOD DOORS:

- A. Solid Core Doors for Opaque Finish:
 - 1. Faces: Birch.
 - 2. Grade: Custom.
 - 3. Core Construction: PC (Particleboard core).

2.5 SHOP-PRIMING:

- A. Before delivery of doors to project site, shop prime as follows:
- B. Paint Finish: Prime exposed portion of wood doors shown or scheduled for paint finish with one coat of wood primer specified in Division 9 "Painting" sections of these specifications.

2.6 PREFITTING AND PREPARATION FOR HARDWARE:

- A. Pre-fit and pre-machine wood doors at factory.
- B. Comply with tolerance requirements of AWI for pre-fitting. Machine doors for hardware requiring cutting of doors. Comply with final hardware schedules and door frame shop drawings and with hardware templates and other essential information required to ensure proper fit of doors and hardware.
- C. Take accurate field measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with machining in factory.

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Installer must examine door frames and verify that frames are correct type and have been installed as required for proper hanging of corresponding doors and notify contractor in writing of conditions detrimental to proper and timely installation of wood doors. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to installer.
- B. INSTALLATION:
 - 1. Condition doors to average prevailing humidity in installation area prior to hanging.

2. Hardware: For installation see Division 8 "Builders Hardware" section of these specifications.
3. Manufacturer's Instructions: Install wood doors in accordance with manufacturer's instructions and as shown.
4. Pre-fit Doors: Fit to frames and machine for hardware as required for proper fit and uniform clearance at each edge.
5. Prepare Doors: Fit to frames and prepare for hardware as required for proper fit and uniform clearance at each edge.
6. Clearance:
 - a. For non-rated doors provide clearances of 1/8" at jambs and heads; 1/16" at meeting stiles for pairs of doors; and 1/2" from bottom of door to top of decorative floor finish or covering. Where threshold is shown or scheduled, provide 1/4" clearance from bottom of door to top of threshold.
7. Job Site Finished Doors: See painting sections in Division 9 of these specifications for requirements for finishing wood doors.

3.2 ADJUST AND CLEAN:

- A. Operation: Rehang or replace doors which do not swing or operate freely as directed by Architect.
- B. Finished Doors: Refinish or replace doors damaged during installation as directed by Architect.
- C. Protection and Completed Work: Advise contractor of proper procedures required for protection of installed wood doors from damage or deterioration until acceptance of work.

END OF SECTION

SECTION 08 33 14 – OVERHEAD COILING DOOR – CHAIN OPERATED

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Overhead coiling service doors.

1.2 RELATED SECTIONS

- A. Section 05 50 00 - Metal Fabrications: Support framing and framed opening.
- B. Section 06 20 00 - Finish Carpentry: Wood jamb and head trim.
- C. Section 09 90 00 - Painting: Field applied finish.

1.3 REFERENCES

ANSI/DASMA 108 - American National Standards Institute Standard Method For Testing Sectional Garage Doors And Rolling Doors: Determination Of Structural Performance Under Uniform Static Air Pressure Difference.

- A. ASTM A 653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM A 924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
- C. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Overhead coiling service doors:
 - 1. Wind Loads: Design door assembly to withstand wind/suction load of 20 psf (958 Pa) without damage to door or assembly components in conformance with ASTM E 330.
 - 2. Operation: Design door assembly, including operator, to operate for not less than 20,000 cycles.
- B. Single-Source Responsibility: Provide doors, tracks, motors, and accessories from one manufacturer for each type of door. Provide secondary components from source acceptable to manufacturer of primary components.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Details of construction and fabrication.
 - 4. Installation instructions.
- C. Shop Drawings: Include detailed plans, elevations, details of framing members, anchoring methods, required clearances, hardware, and accessories. Include relationship with adjacent construction.
- D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) long, representing actual product, color, and patterns.
- F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- G. Operation and Maintenance Data: Submit lubrication requirements and frequency, and periodic adjustments required.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in performing Work of this section with a minimum of five years experience in the fabrication and installation of security closures.
- B. Installer Qualifications: Installer Qualifications: Company specializing in performing Work of this section with minimum three years and approved by manufacturer.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Architect.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
 - 3. Refinish mock-up area as required to produce acceptable work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

- B. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.
- C. Store materials in a dry, warm, ventilated weathertight location.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.9 COORDINATION

- A. Coordinate Work with other operations and installation of adjacent materials to avoid damage to installed materials.

1.10 WARRANTY

- A. Warranty: Manufacturer's limited door system, except the counterbalance spring and finish, to be free from defects in materials and workmanship for 3 years or 20,000 cycles, whichever occurs first.
- B. Warranty: Manufacturer's limited door warranty for 2 years for all parts and components.
- C. PowderGuard Finish
 - 1. PowderGuard Premium Applied to curtain, guides, bottom bar, headplates: Manufacturer's limited Premium Finish warranty for 2 years.
 - 2. PowderGuard Zinc Base Coat applied to guides, bottom bar, headplates plus PowderGuard Premium applied to curtain and top coat for guides, bottom bar, headplates: Manufacturer's limited Zinc Finish warranty for 4 years.
 - 3. PowderGuard Textured: Applied to curtain, guides, bottom bar, headplates: Manufacturer's limited Textured Finish warranty for 3 years.
 - 4. PowderGuard Zinc Base Coat applied to guides, bottom bar, headplates plus PowderGuard Textured applied to curtain and top coat for guides, bottom bar, headplates: Manufacturer's limited Zinc Finish warranty for 4 years.
 - 5. PowderGuard Max: Applied to curtain, guides, bottom bar, headplates: Manufacturer's limited Max Finish warranty for 5 years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer:
 - 1. Overhead Door Corp.
 - 2. Cornell Iron Works, Inc.
 - 3. Raynor Manufacturing Co.
 - 4. Windsor Door Div., The Ceco Corp.

2.2 OVERHEAD COILING DOORS

A. Basis of Specification: Overhead Door Corporation, Model 610 Service Doors.

1. Curtain: Interlocking roll-formed slats as specified following. Endlocks shall be attached to each end of alternate slats to prevent lateral movement.
 - a. Curved profile type C-187 for doors up to 15 feet 4 inches (4.67 m) wide, fabricated of:
 - 1) 18 gauge galvanized steel.
2. Slats and Hood Finish:
 - a. Galvanized Steel: Slats and hood galvanized in accordance with ASTM A 653 and receive rust-inhibitive, roll coating process, including 0.2 mils thick baked-on prime paint, and 0.6 mils thick baked-on polyester top coat.
 - 1) Polyester Top Coat.
 - a) Gray polyester.
 - b) Tan polyester.
 - c) White polyester.
 - d) Brown polyester.
 - 2) Powder coat: PowderGuard
 - a) PowderGuard Premium powder coat, color as selected by the Architect.
 - b) PowderGuard Textured powder coat, color as selected by the Architect.
 - c) PowderGuard Max powder coat, color as selected by Architect.
 - 3) Non-galvanized exposed ferrous surfaces shall receive one coat of rust-inhibitive primer.
 - a) PowderGuard Max powder coat, color as selected by Architect.
3. Weatherseals:
 - a. Vinyl bottom seal.
 - b. Guide weatherseal.
4. Bottom Bar:
 - a. Two galvanized steel angles.
5. Guides: Three structural steel angles.
 - a. Finish: PowderGuard Weathered finish with iron/black powder.
6. Brackets:
 - a. Galvanized steel to support counterbalance, curtain and hood.
7. Finish; Bottom Bar, Guides, Headplate and Brackets:
 - a) Finish: PowderGuard Textured powder color as selected by the Architect.
8. Counterbalance: Helical torsion spring type housed in a steel tube or pipe barrel, supporting the curtain with deflection limited to 0.03 inch per foot of span. Counterbalance is adjustable by means of an adjusting tension wheel.
9. Hood:
 - a. 24 gauge galvanized steel with intermediate supports as required.

10. Manual Operation:
 - a. Chain hoist for doors up to 96 SF.
 - b. Chain hoist for doors over 96 SF.
11. Windload Design:
 - a. Standard windload shall be 20 PSF.
12. Locking:
 - a. Chain keeper locks for chain hoist operation.
13. Wall Mounting Condition:

Face-of-wall mounting.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify opening sizes, tolerances and conditions are acceptable.
- B. Examine conditions of substrates, supports, and other conditions under which this work is to be performed.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.
- C. Securely and rigidly brace components suspended from structure. Secure guides to structural members only.
- D. Fit and align assembly including hardware; level and plumb, to provide smooth operation.
- E. Coordinate installation of sealants and backing materials at frame perimeter as specified in Section 07 92 00.
- F. Install perimeter trim and closures.

- G. Instruct Owner's personnel in proper operating procedures and maintenance schedule.

3.4 ADJUSTING

- A. Test for proper operation and adjust as necessary to provide proper operation without binding or distortion.
- B. Adjust hardware and operating assemblies for smooth and noiseless operation.

3.5 CLEANING

- A. Clean curtain and components using non-abrasive materials and methods recommended by manufacturer.
- B. Remove labels and visible markings.
- C. Touch-up, repair or replace damaged products before Substantial Completion.

3.6 PROTECTION

- A. Protect installed products until completion of project.

END OF SECTION

SECTION 08 51 13 – ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of each type of aluminum window unit is indicated on drawings and schedules.
- B. Applications of aluminum windows on project include the following:
 - 1. Glider Windows.
- C. Glazing: Refer to "glass and glazing" section of Division 8 for glazing all window units, including those specified to be factory preglazed.

1.3 SYSTEM DESCRIPTION:

- A. Performance and Testing:
- B. General: Except as otherwise indicated, comply with air infiltration tests, water resistance tests, uniform load deflection tests, and uniform load structural tests specified in ANSI/AAMA 101.88 for type and classification of window units required in each case. Design loads to comply with ASCE 7-95, exposure B.

1.4 QUALITY ASSURANCE:

- A. Design Concept: The drawings indicate the size, profiles, and dimensional requirements of the aluminum window types required and are based on the specific type and model indicated. Aluminum windows by other manufacturers may be considered provided deviations in dimensions and profiles are minor and do not change the design concept as judged by the Architect. The burden of proof of equality is on the proposer.

1.5 REFERENCES:

- A. Standards: Except as otherwise indicated, requirements for aluminum windows, terminology and standards of performance, and fabrication workmanship are those specified and recommended in ANSI/AAMA 302.9 and applicable general recommendations published by AAMA and AA.

1.6 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical product data, recommendations, and standard details for aluminum window units, including certified test laboratory reports as necessary to show compliance with requirements.
- B. Shop Drawings: Submit shop drawings, including wall elevations at 1/4" scale, typical unit elevations at 3/4" scale, and full size detail sections of every typical composite member. Show anchors, hardware, operators, and other components not included in manufacturer's standard data. Include glazing details.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Available Manufacturers: Subject to compliance with requirements, offering products that may be incorporated in the work included, and are limited to the following:
 - 1. Thermally Broken Aluminum Glider Window:
 - a. All Seasons
 - b. EFCO.
 - c. Georgia Palm Beach.
 - d. Quaker Windows & Doors

2.2 MATERIALS:

- A. Aluminum Extrusions: Alloy and temper recommended by window manufacturer for strength, corrosion resistance, and application of required finish, but not less than 22,000 psi ultimate tensile strength and not less than 0.062" thickness at any location for main frame and sash members. Comply with ASTM B 221.
- B. Fasteners: Aluminum, non-magnetic stainless steel, or other materials warranted by manufacturer to be noncorrosive and compatible with aluminum window members, trim, hardware, anchors and other components of window units.
 - 1. Reinforcement: Where fasteners screw-anchor into aluminum less than 0.125" thick, reinforce interior with aluminum or non-magnetic stainless steel to receive screw threads, or provide standard non-corrosive pressed-in splined grommet nuts.
 - 2. Provide exposed fasteners (if any) which match finish of members and hardware being fastened.
- C. Anchors, Clips and Window Accessories: Depending on strength and corrosion-inhibiting requirements, fabricate units of aluminum, non-magnetic stainless steel, or hot-dip zinc coated steel or iron complying with ASTM A 386.

- D. Compression Glazing Strips and Weather-stripping: At manufacturer's option, provide molded neoprene gaskets complying with ASTM D 2000 Designation 2BC415 to 3BC620, or molded expanded neoprene gaskets complying with ASTM C 509, Grade 4.
- E. Factory glaze all units with 5/8" clear insulating glass made of two pieces of 1/8" clear float with 3/8" air space.
- F. Sealant: Unless otherwise indicated for sealants required within fabricated window units, provide type recommended by window manufacturer for joint size and movement, to remain permanently elastic, non-shrinking and non-migrating. Comply with Division-7 sections for installation of sealants.

2.3 WINDOW TYPES (OPERATION):

- A. General: Following paragraphs define operating arrangement for types of sash (ventilators) required in window units and specify minimum provisions for each type. Drawings indicate which panels of each window unit are operable sash and which are fixed.
- B. Glider Window Grade and Class: Comply with requirements of AAMA Grade and Performance Class C20.
 - 1. Hardware: Provide the following equipment and operating hardware.
 - 2. Operating Device: Fixed handle with push button lock release or combination handle/lock.

2.4 FABRICATION AND ACCESSORIES:

- A. General: Provide manufacturer's standard fabrication and accessories which comply with indicated standards and are reglazable without dismantling of sash framing, except to extent more specific or more stringent requirements are indicated. Include complete system for assembly of components and anchorage of window units, and prepare sash for glazing except where preglazing at factory is indicated.
- B. Sizes and Profiles: Required sizes for window units and profile requirements are shown on drawings. Variable dimensions (if any) are indicated along with maximum and minimum dimensions as required to achieve design requirements and coordination with other work.
 - 1. Details in drawings are based upon standard details by one or more manufacturers.
 - 2. It is intended that similar details by other manufacturers will be acceptable, provided they comply with size requirements, minimum/maximum profile requirements, and performance standards as indicated or specified.
- C. Coordination of Fabrication: Where possible, check actual window openings in construction work by accurate field measurement before fabrication, and show recorded measurements on final shop drawings. However, coordinate fabrication schedule with construction progress as directed by Contractor to avoid delay of work. Where necessary, proceed with fabrication

without field measurements, and coordinate installation tolerances to ensure proper fit of window units.

- D. Provide water-shed members at similar lines of natural water penetration.
- E. Provide means of drainage for water and condensation which may accumulate in members of window units.
- F. Provide subframes with anchors for window units where shown, of profile and dimensions indicated but not less than 0.062" thickness extruded aluminum; with mitered or coped corners, welded and dressed smooth or with concealed mechanical joint fasteners; finish to match window units.
- G. Provide mullions and cover plates as shown, matching window units, and complete with anchors for support and installation. Allow for erection tolerances and provide for movements of window units due to thermal expansion and building deflections.
- H. Preglazed Fabrication: Preglaze window units at the factory where possible and practical for applications indicated. Comply with glass and glazing requirements of the "Glass and Glazing" sections of these specifications and AAMA 101.

2.5 ALUMINUM WINDOW FINISHES:

- 1. Natural Mill Finish: Natural aluminum color.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Comply with manufacturer's specifications and recommendations for installation of window units and other components of work.
- B. Set units plumb, level and true to line, without warp or rack of frames or sash. Anchor securely in place. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action.
- C. Set sill members and other members in bed of compound as shown, or with joint fillers or gaskets as shown, to provide weathertight construction. Refer to Division-7 sealant sections for compounds, fillers and gaskets to be installed with window units. Coordinate installation with wall flashings and other components of work.

3.2 ADJUST AND CLEAN:

- A. Adjust operating sash and hardware to provide tight fit at contact points and at weather-stripping, and to ensure smooth operation and weathertight closure.

- B. Clean aluminum surfaces promptly after installation of windows, exercising care to avoid damage to protective coatings and finishes. Remove excess glazing and sealant compounds, dirt and other substances. Lubricate hardware and moving parts.
- C. Clean glass of pre-glazed units promptly after installation of windows; comply with requirements of "glass and glazing" section for cleaning and maintenance.
- D. Initiate and maintain protections and other precautions required to ensure that window units will be without damage or deterioration (other than normal weathering) at time of acceptance.

END OF SECTION

SECTION 08 71 00 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section Includes: Finish Hardware for door openings, except as otherwise specified herein.
 - 1. Door hardware for steel (hollow metal) doors.
 - 2. Door hardware for aluminum doors.
 - 3. Door hardware for wood doors.
 - 4. Door hardware for other doors indicated.
 - 5. Keyed cylinders as indicated.
- B. Related Sections:
 - 1. Division 6: Rough Carpentry.
 - 2. Division 8: Aluminum Doors and Frames
 - 3. Division 8: Hollow Metal Doors and Frames.
 - 4. Division 8: Wood Doors.
- C. References: Comply with applicable requirements of the following standards. Where these standards conflict with other specific requirements, the most restrictive shall govern.
 - 1. Builders Hardware Manufacturing Association (BHMA)
 - 2. NFPA 101 Life Safety Code
 - 3. NFPA 80 -Fire Doors and Windows
 - 4. ANSI-A156.xx- Various Performance Standards for Finish Hardware
 - 5. UL10C – Positive Pressure Fire Test of Door Assemblies
 - 6. ANSI-A117.1 – Accessible and Usable Buildings and Facilities
 - 7. DHI /ANSI A115.IG – Installation Guide for Doors and Hardware
 - 8. ICC – International Building Code
- D. Intent of Hardware Groups
 - 1. Should items of hardware not definitely specified be required for completion of the Work, furnish such items of type and quality comparable to adjacent hardware and appropriate for service required.
 - 2. Where items of hardware aren't definitely or correctly specified, are required for completion of the Work, a written statement of such omission, error, or other discrepancy to be submitted to Architect, prior to date specified for receipt of bids for clarification by addendum; or, furnish such items in the type and quality established by this specification, and appropriate to the service intended.
- E. Allowances
 - 1. Refer to Division 1 for allowance amount and procedures.
- F. Alternates

1. Refer to Division 1 for Alternates and procedures.
- 1.2 SUBSTITUTIONS:
 - A. Comply with Division 1.
- 1.3 SUBMITTALS:
 - A. Comply with Division 1.
 - B. Special Submittal Requirements: Combine submittals of this Section with Sections listed below to ensure the "design intent" of the system/assembly is understood and can be reviewed together.
 - C. Product Data: Manufacturer's specifications and technical data including the following:
 1. Detailed specification of construction and fabrication.
 2. Manufacturer's installation instructions.
 3. Wiring diagrams for each electric product specified. Coordinate voltage with electrical before submitting.
 4. Submit 6 copies of catalog cuts with hardware schedule.
 5. Provide 9001-Quality Management and 14001-Environmental Management for products listed in Materials Section 2.2
 - D. Shop Drawings - Hardware Schedule: Submit 6 complete reproducible copy of detailed hardware schedule in a vertical format.
 1. List groups and suffixes in proper sequence.
 2. Completely describe door and list architectural door number.
 3. Manufacturer, product name, and catalog number.
 4. Function, type, and style.
 5. Size and finish of each item.
 6. Mounting heights.
 7. Explanation of abbreviations and symbols used within schedule.
 8. Detailed wiring diagrams, specially developed for each opening, indicating all electric hardware, security equipment and access control equipment, and door and frame rough-ins required for specific opening.
 - E. Templates: Submit templates and "reviewed Hardware Schedule" to door and frame supplier and others as applicable to enable proper and accurate sizing and locations of cutouts and reinforcing.
 1. Templates, wiring diagrams and "reviewed Hardware Schedule" of electrical terms to electrical for coordination and verification of voltages and locations.
 - F. Samples: (If requested by the Architect)
 1. 1 sample of Lever and Rose/Escutcheon design, (pair).
 2. 3 samples of metal finishes

- G. Contract Closeout Submittals: Comply with Division 1 including specific requirements indicated.

1. Operating and maintenance manuals: Submit 3 sets containing the following.
 - a. Complete information in care, maintenance, and adjustment, and data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Name, address, and phone number of local representative for each manufacturer.
 - d. Parts list for each product.
2. Copy of final hardware schedule, edited to reflect, "As installed".
3. Copy of final keying schedule
4. As installed "Wiring Diagrams" for each piece of hardware connected to power, both low voltage and 110 volts.
5. One set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

1.4 QUALITY ASSURANCE

- A. Comply with Division 1.

1. Statement of qualification for distributor and installers.
2. Statement of compliance with regulatory requirements and single source responsibility.
3. Distributor's Qualifications: Firm with 3 years experience in the distribution of commercial hardware.
 - a. Distributor to employ full time Architectural Hardware Consultants (AHC) for the purpose of scheduling and coordinating hardware and establishing keying schedule.
 - b. Hardware Schedule shall be prepared and signed by an AHC.
4. Installer's Qualifications: Firm with 3 years experienced in installation of similar hardware to that required for this Project, including specific requirements indicated.
5. Regulatory Label Requirements: Provide testing agency label or stamp on hardware for labeled openings.
 - a. Provide UL listed hardware for labeled and 20 minute openings in conformance with requirements for class of opening scheduled.
 - b. Underwriters Laboratories requirements have precedence over this specification where conflict exists.
6. Single Source Responsibility: Except where specified in hardware schedule, furnish products of only one manufacturer for each type of hardware.

- B. Review Project for extent of finish hardware required to complete the Work. Where there is a conflict between these Specifications and the existing hardware, notify the Architect in writing and furnish hardware in compliance with the Specification unless otherwise directed in writing by the Architect.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping: Comply with Division 1.

1. Deliver products in original unopened packaging with legible manufacturer's identification.
2. Package hardware to prevent damage during transit and storage.
3. Mark hardware to correspond with "reviewed hardware schedule".
4. Deliver hardware to door and frame manufacturer upon request.

B. Storage and Protection: Comply with manufacturer's recommendations.

1.6 PROJECT CONDITIONS:

A. Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for the proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents.

B. Review Shop Drawings for doors and entrances to confirm that adequate provisions will be made for the proper installation of hardware.

1.7 WARRANTY:

A. Refer to Conditions of the Contract

B. Manufacturer's Warranty:

1. Closers: Ten years
2. Exit Devices: Five Years
3. Locksets & Cylinders: Three years
4. All other Hardware: Two years.

1.8 OWNER'S INSTRUCTION:

A. Instruct Owner's personnel in operation and maintenance of hardware units.

1.9 MAINTENANCE:

A. Extra Service Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals Section.

1. Special Tools: Provide special wrenches and tools applicable to each different or special hardware component.
2. Maintenance Tools: Provide maintenance tools and accessories supplied by hardware component manufacturer.
3. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra service materials.

- B. Maintenance Service: Submit for Owner's consideration maintenance service agreement for electronic products installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. The following manufacturers are approved subject to compliance with requirements of the Contract Documents. Approval of manufacturers other than those listed shall be in accordance with Division 1.

<u>Item:</u>	<u>Manufacturer:</u>	<u>Approved:</u>
Hinges	Stanley	Bommer, McKinney
Continuous Hinges	National Guard	Stanley, ABH
Locksets	Best 45H Series	Schlage
Cylinders	Best 1E74, 12E	Sargent
Exit Devices	Precision 2000 Series	Von Duprin 98/99
Closers	Stanley D-4550	Sargent 351
Push/Pull Plates	Trimco	Burns, Rockwood
Protection Plates	Trimco	Burns, Rockwood
Overhead Stops	Rixson	ABH, Glynn-Johnson
Door Stops	Trimco	Burns, Rockwood
Threshold & Gasketing	National Guard	Reese, K.N. Crowder

2.2 MATERIALS:

- A. Hinges: Shall be Five Knuckle Ball bearing hinges
1. Template screw hole locations
 2. Bearings are to be fully hardened.
 3. Bearing shell is to be consistent shape with barrel.
 4. Minimum of 2 permanently lubricated non-detachable bearings on standard weight hinge and 4 permanently lubricated bearing on heavy weight hinges.
 5. Equip with easily seated, non-rising pins.
 6. Non Removable Pin screws shall be slotted stainless steel screws.
 7. Hinges shall be full polished, front, back and barrel.
 8. Hinge pin is to be fully plated.
 9. Bearing assembly is to be installed after plating.
 10. Sufficient size to allow 180-degree swing of door
 11. Furnish five knuckles with flush ball bearings
 12. Provide hinge type as listed in schedule.
 13. Furnish 3 hinges per leaf to 7 foot 6 inch height. Add one for each additional 30 inches in height or fraction thereof.
 14. Tested and approved by BHMA for all applicable ANSI Standards for type, size, function and finish
 15. UL10C listed for Fire rated doors.
- B. Geared Continuous Hinges:
1. Tested and approved by BHMA for ANSI A156.26-1996 Grade 1

2. Anti-spinning through fastener
3. UL10C listed for 3 hour Fire rating
4. Non-handed
5. Lifetime warranty
6. Provide Fire Pins for 3-hour fire ratings
7. Sufficient size to permit door to swing 180 degrees

C. Mortise Type Locks and Latches:

1. Tested and approved by BHMA for ANSI A156.13, Series 1000, Operational Grade 1, Extra-Heavy Duty, Security Grade 2 and be UL10C.
2. Furnish UL or recognized independent laboratory certified mechanical operational testing to 4 million cycles minimum.
3. Provide 9001-Quality Management and 14001-Environmental Management.
4. Fit ANSI A115.1 door preparation
5. Functions and design as indicated in the hardware groups
6. Solid, one-piece, 3/4-inch (19mm) throw, anti-friction latchbolt made of self-lubricating stainless steel
7. Deadbolt functions shall have 1 inch (25mm) throw bolt made of hardened stainless steel
8. Latchbolt and Deadbolt are to extend into the case a minimum of 3/8 inch (9.5mm) when fully extended
9. Auxiliary deadlatch to be made of one piece stainless steel, permanently lubricated
10. Provide sufficient curved strike lip to protect door trim
11. Lever handles must be of forged or cast brass, bronze or stainless steel construction and conform to ANSI A117.1. Levers that contain a hollow cavity are not acceptable
12. Lock shall have self-aligning, thru-bolted trim
13. Levers to operate a roller bearing spindle hub mechanism
14. Mortise cylinders of lock shall have a concealed internal setscrew for securing the cylinder to the lockset. The internal setscrew will be accessible only by removing the core, with the control key, from the cylinder body.
15. Spindle to be designed to prevent forced entry from attacking of lever
16. Provide locksets with 7-pin removable and interchangeable core cylinders
17. Each lever to have independent spring mechanism controlling it
18. Core face must be the same finish as the lockset.

D. Exit Devices with Weatherized True Architectural Finish 626W:

1. Exit devices to meet or exceed BHMA for ANSI 156.3, Grade 1.
2. Exit devices to be tested and certified by UL or by a recognized independent laboratory to meet or exceed the following :
 - A. Mechanical operational testing to 10 million cycles minimum with inspection confirming Grade 1 Loaded Forces have been maintained.
 - B. BHMA 156.3 – A156.18 Salt Spray Certified 600 Hours 3 X Standard.
 - C. MIL-STD-810G 509.6 Salt Fog Certified.
 - D. MIL-STD-810G 510.6 Sand & Dust Certified.
 - E. MIL-STD-810G 521.4 Icing/Freezing Rain Certified.
3. Exit devices chassis to be investment cast steel, zinc dichromate.
4. Exit devices to have stainless steel deadlocking 3/4" through latch bolt.
5. Exit devices to be equipped with sound dampening on touchbar.
6. Non-fire rated exit devices to have cylinder dogging.

7. Non-fire rated exit devices to have ¼" minimum turn hex key dogging.
8. All Exterior components of the exit device including the Active case cover, Touch bar, device channel, slide channel fillers, Vertical rods, latch covers and device end cap, shall be constructed of a brass base metal then plated in a double dip two step process of satin nickel and chrome.
9. Exit device shall be available with options of WTS Weatherized touch bar switch and WALW Weatherized Exit alarm (hardwired)
10. Additional non-weatherized electrified options are compatible with the 626W. Non-weatherized options are not recommended for harsh environments.
11. Touchpad to be "T" style constructed.
12. Touchbar assembly on wide style exit devices to have a ¼" clearance to allow for vision frames.
13. All exposed exit device components to be of architectural metals and "true" architectural finishes.
14. Provide strikes as required by application.
15. Fire exit hardware to conform to UL10C and UBC 7-2. UL tested for Accident Hazard.
16. The strike is to be black powder coated finish.
17. Exit devices to have field reversible handing.
18. Provide heavy duty vandal resistant lever trim with heavy duty investment cast stainless steel components and extra strength shock absorbing overload springs. Lever shall not require resetting. Lever design to match locksets and latchsets.
19. Provide 9001-Quality Management and 14001-Environmental Management.
20. Vertical Latch Assemblies to have gravity operation, no springs.
21. Approved Manufacturers
 - a. The following manufacturers will be approved contingent on meeting or exceeding the above performance criteria:
 - 1) Precision with 626W finish, Manufactured by Precision Hardware, Div. of dormakaba USA

E. Door Closers shall:

1. Tested and approved by BHMA for ANSI 156.4, Grade 1
2. UL10C certified
3. Provide 9001-Quality Management and 14001-Environmental Management.
4. Closer shall have extra-duty arms and knuckles
5. Conform to ANSI 117.1
6. Maximum 2 7/16 inch case projection with non-ferrous cover
7. Separate adjusting valves for closing and latching speed, and backcheck
8. Provide adapter plates, shim spacers and blade stop spacers as required by frame and door conditions
9. Full rack and pinion type closer with 1½" minimum bore
10. Mount closers on non-public side of door, unless otherwise noted in specification
11. Closers shall be non-handed, non-sized and multi-sized.

F. Door Stops: Provide a dome floor or wall stop for every opening as listed in the hardware sets.

1. Wall stop and floor stop shall be wrought bronze, brass or stainless steel.
2. Provide fastener suitable for wall construction.
3. Coordinate reinforcement of walls where wall stop is specified.
4. Provide dome stops where wall stops are not practical. Provide spacers or carpet riser for floor conditions encountered

- G. Over Head Stops: Provide a Surface mounted or concealed overhead when a floor or wall stop cannot be used or when listed in the hardware set.
 - 1. Concealed overhead stops shall be heavy duty bronze or stainless steel.
 - 2. Surface overhead stops shall be heavy duty bronze or stainless steel.
- H. Push Plates: Provide with four beveled edges ANSI J301, .050 thickness, size as indicated in hardware set. Furnish oval-head countersunk screws to match finish.
- I. Pulls with plates: Provide with four beveled edges ANSI J301, .050 thickness Plates with ANSI J401 Pull as listed in hardware set. Provide proper fasteners for door construction.
- J. Kickplates: Provide with four beveled edges ANSI J102, 10 inches high by width less 2 inches on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.
- K. Mop plates: Provide with four beveled edges ANSI J103, 4 inches high by width less 1 inch on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.
- L. Seals: All seals shall be finished to match adjacent frame color. Seals shall be furnished as listed in schedule. Material shall be UL listed for labeled openings.
- M. Weatherstripping: Provide at head and jambs only those units where resilient or flexible seal strip is easily replaceable. Where bar-type weatherstrip is used with parallel arm mounted closers install weatherstrip first.
 - 1. Weatherstrip shall be resilient seal of Neoprene, Polyurethane, Vinyl, Pile, Nylon Brush, Silicone.
 - 2. UL10C Positive Pressure rated seal set when required.
- N. Door Bottoms/Sweeps: Surface mounted or concealed door bottom where listed in the hardware sets.
 - 1. Door seal shall be resilient seal of Neoprene, Polyurethane, Nylon Brush, Silicone.
 - 2. UL10C Positive Pressure rated seal set when required.
- O. Thresholds: Thresholds shall be aluminum beveled type with maximum height of ½" for conformance with ADA requirements. Furnish as specified and per details. Provide fasteners and screws suitable for floor conditions.
- P. Silencers: Furnish silencers on all interior frames, 3 for single doors, 2 for pairs. Omit where any type of seals occur.

2.3 FINISH:

- A. Designations used in Schedule of Finish Hardware - 3.05, and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18 including coordination with traditional U.S. finishes shown by certain manufacturers for their products

- B. Powder coat door closers to match other hardware, unless otherwise noted.
- C. Aluminum items shall be finished to match predominant adjacent material. Seals to coordinate with frame color.

2.4 KEYS AND KEYING:

- A. Provide keyed brass construction cores and keys during the construction period. Construction control and operating keys and core shall not be part of the Owner's permanent keying system or furnished in the same keyway (or key section) as the Owner's permanent keying system. Permanent cores and keys (prepared according to the accepted keying schedule) will be furnished to the Owner.
- B. Cylinders, removable and interchangeable core system: Best CORMAX™ Patented 7-pin.
- C. Permanent keys and cores: Stamped with the applicable key mark for identification. These visual key control marks or codes will not include the actual key cuts. Permanent keys will also be stamped "Do Not Duplicate."
- D. Transmit Grand Masterkeys, Masterkeys and other Security keys to Owner by Registered Mail, return receipt requested.
- E. Furnish keys in the following quantities:
 - 1. 1 each Grand Masterkeys
 - 2. 4 each Masterkeys
 - 3. 2 each Change keys each keyed core
 - 4. 15 each Construction masterkeys
 - 5. 1 each Control keys
- F. The Owner, or the Owner's agent, will install permanent cores and return the construction cores to the Hardware Supplier. Construction cores and keys remain the property of the Hardware Supplier.
- G. Keying Schedule: Arrange for a keying meeting, and programming meeting with Architect Owner and hardware supplier, and other involved parties to ensure locksets and locking hardware, are functionally correct and keying and programming complies with project requirements. Furnish 3 typed copies of keying and programming schedule to Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of conditions: Examine doors, frames, related items and conditions under which Work is to be performed and identify conditions detrimental to proper and or timely completion.
 - 1. Do not proceed until unsatisfactory conditions have been corrected.

3.2 HARDWARE LOCATIONS:

- A. Mount hardware units at heights indicated in the following publications except as specifically indicated or required to comply with the governing regulations.
 - 1. Recommended Locations for Builder's Hardware for Standard Steel Doors and Frames, by the Door and Hardware Institute (DHI).
 - 2. Recommended locations for Architectural Hardware for flush wood doors (DHI).
 - 3. WDMA Industry Standard I.S.-1A-04, Industry Standard for Architectural wood flush doors.

3.3 INSTALLATION:

- A. Install each hardware item per manufacturer's instructions and recommendations. Do not install surface mounted items until finishes have been completed on the substrate. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- B. Conform to local governing agency security ordinance.
- C. Install Conforming to ICC/ANSI A117.1 Accessible and Usable Building and Facilities.
 - 1. Adjust door closer sweep periods so that from the open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the landing side of the door.
- D. Installed hardware using the manufacturers fasteners provided. Drill and tap all screw holes located in metallic materials. Do not use "Riv-Nuts" or similar products.

3.4 FIELD QUALITY CONTROL AND FINAL ADJUSTMENT

- A. Contractor/Installers, Field Services: After installation is complete, contractor shall inspect the completed door openings on site to verify installation of hardware is complete and properly adjusted, in accordance with both the Contract Documents and final shop drawings.
 - 1. Check and adjust closers to ensure proper operation.
 - 2. Check latchset, lockset, and exit devices are properly installed and adjusted to ensure proper operation.
 - a. Verify levers are free from binding.
 - b. Ensure latchbolts and dead bolts are engaged into strike and hardware is functioning.
 - 3. Report findings, in writing, to architect indicating that all hardware is installed and functioning properly. Include recommendations outlining corrective actions for improperly functioning hardware if required.

3.5 SCHEDULE OF FINISH HARDWARE: (Allowance Per Section 012100)

END OF SECTION

SECTION 08 81 00 - GLASS AND GLAZING**Error! Bookmark not defined.**

PART 1 - PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Definitions: "Glass" includes prime glass, processed glass, and fabricated glass products. "Glazing" includes glass installation and materials use to install glass. Types of work in this section include glass and glazing for:
 - 1. Window units, not indicated as "pre-glazed."
 - 2. Window wall/store front construction.
 - 3. Entrances and other doors, not indicated as "pre-glazed".
 - 4. Fixed glass in hollow metal frames.
 - 5. "Glass products" is hereby defined to include glazing plastics.

1.3 QUALITY ASSURANCE:

- A. Glass Manufacturer: One of the following for each type/color/pattern of glass:
 - 1. ASG Industries, Inc.
 - 2. C-E Glass Division
 - 3. Ford Glass Company
 - 4. Libbey-Owens-Ford Company
 - 5. PPG Industries, Inc.
- B. Prime Glass Standard: FS DD-G-451.
- C. Safety Glass Standard: CPSC 16 CFR 1201.

1.4 SPECIFIED PRODUCT WARRANTY:

- A. Warranty period is ten years after seal date permanently imprinted on unit, but not less than nine years after date of substantial completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS:

- A. Polished Wired Glass: Type III, Kind A, Form 1, Quality q1 1, clear and polished both faces.

1. Mesh: Type m3, square. (Display Window Only)

2.2 PROCESSED GLASS:

- A. Tempered Glass: Provide prime glass of color and type indicated, which has been heat treated to strengthen glass in bending to not less than 4.5 times annealed strength 1/4" thick.

1. Tong Marks: Provide tempered glass produced by manufacturer's special process which eliminates tong marks.

- B. Reflective Glass: P.P.G. Industries, "Solarcool", (1) bronze 1/4" thick.

1. Durability: Recommended by manufacturer for interior exposed applications with restricted maintenance.

- C. Spandrel Glass: Provide prime 1/4" P.P.G. "Solarcool" bronze spandrelite glass, which has been processed to fuse a permanent ceramic coating on surface two and reflective coating on surface one.

1. Factory Insulation: Laminate 1" thick, 2-lb. density, glass fiber insulation board on inside face of spandrel panel with backing of reinforced aluminum foil.

- D. Mirror Glass: 1/4" quality q2 clear float glass, full silver coating, copper coating and organic coating.

- E. LEXAN: GE Lexan MR5 Sheet, Abrasion and UV Resistant.

2.3 FABRICATED GLASS UNITS:

- A. Laminated Safety Glass: Laminate two sheets of clear float glass with a 30-mil film of polyvinyl buteral by manufacturer's standard heat-plus-pressure process with dirt, air pockets and foreign substances excluded; 1/4" thick if not otherwise indicated.

- B. Reflective Insulating Glass: Provide two sheets of glass as follows, and 1/2" dry air with Class A sealant-type edge construction to maintain a hermetic seal fabricated to provide the following overall performance characteristics:

1. Exterior Glass: P.P.G. "Solarcool", (1) bronze float glass, Quality q3.

2. Interior Glass: Clear float glass, Quality q3, 1/4" thick.

- C. Edge Construction: Twin primary seals of polyisobutylene; tubular aluminum or galvanized steel spacer-bar frame with welded or soldered sealed corners, and filled with desiccant; and secondary seal outside of bar, bonded to both sheets of glass and bar of polysulfide, silicone or hot-melt butyl elastomeric sealant (fabricator's option).
- D. Insulating Glass: Provide two sheets of glass as follows, and 1/2" dry air with Class A sealant-type edge construction to maintain a hermetic seal fabricated to provide the following overall performance characteristics:
 - 1. Exterior Glass: P.P.G. Clear "Solar (Bronze) Gray Tinted" float glass, Quality q3, 1/4" thick.
 - 2. Interior Glass: Clear float glass, Quality q3, 1/4" thick.
 - 3. Edge Construction: Twin primary seals of polyisobutylene; tubular aluminum or galvanized steel spacer-bar frame with welded or soldered sealed corners, and filled with desiccant; glass and bar of polysulfide, silicone or hot-melt butyl elastomeric sealant (fabricator's option).

2.4 GLAZING SEALANTS AND COMPONENTS:

- A. General: Provide color of exposed sealant/compound indicated or if not otherwise indicated, as selected by Architect from manufacturer's standard colors, or black if no color is so selected. Comply with manufacturer's recommendations for selection of hardness depending upon the location of each application, conditions at time of installation, and performance requirements as indicated. Select materials and variations or modifications carefully for compatibility with surfaces contacted in the installation.

2.5 SEALANTS: See section 07920 - Joint Sealers.

2.6 GLAZING GASKETS:

- A. Molded Neoprene Glazing Gaskets: Molded or extruded neoprene gaskets of the profile and hardness required for water-tight construction; comply with ASTM D 2000 designation 2BC 415 to 3BC 620, black.

2.7 MISCELLANEOUS GLAZING MATERIALS:

- A. Cleaners, Primers and Sealers: Type recommended by sealant or gasket manufacturer.
- B. Setting Blocks: Neoprene or EPDM, 70-90 durometer hardness with proven compatibility with sealants used.
- C. Spacers: Neoprene or EPDM, 40-50 durometer hardness with proven compatibility with sealants used.

- D. Compressible Filler (Rod): Closed-cell or waterproof-jacketed rod stock of synthetic rubber or plastic foam, proven to be compatible with sealants used, flexible and resilient, with 5-10 psi compression strength for 25% deflection.

PART 3 - EXECUTION

3.1 STANDARDS AND PERFORMANCE:

- A. Watertight and airtight installation of each glass product is required, except as otherwise shown. Each exterior installation must withstand normal temperature changes, 25-lb. wind loading, impact loading (for operating sash and doors), without failure including loss or breakage of glass, failure of sealants or gaskets to remain watertight and airtight, deterioration of glazing materials and other defects in the work.
- B. Protect glass from edge damage during handling and installation, and subsequent operation of glazed components of the work. During installation, discard units with significant edge damage or other imperfections.
- C. Install insulating glass units to comply with recommendations by Sealed Insulating Glass Manufacturers Association, except as otherwise specifically indicated or recommended by glass and sealant manufacturers.

3.2 PREPARATION FOR GLAZING:

- A. Clean glazing channel and other framing members to receive glass, immediately before glazing. Remove coatings which are not firmly bonded to substrate. Remove lacquer from metal surfaces where elastomeric sealants are used.

3.3 GLAZING:

- A. Install setting blocks of proper size in sill rabbet located 1/4th of glass width from each corner. Set blocks in thin course of heel-bead compound, if any.
- B. Gasket Glazing: Miter cut and bond ends together at corners where gaskets are used for channel glazing, so that gaskets will not pull away from corners and result in voids or leaks in glazing system.

3.4 CURE, PROTECTION AND CLEANING:

- A. Protect exterior glass from breakage immediately upon installation, by use of crossed streamers attached to framing and held away from glass. Do not apply markers to surfaces of glass. Remove non-permanent labels and clean surfaces. Cure sealants for high early strength and durability.
- B. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in other ways during construction period, including natural causes, accidents and vandalism.

- C. Wash and polish glass on both faces not more than four days prior to date scheduled for inspections intended to establish date of substantial completion in each area of project. Comply with glass product manufacturer's recommendations for final cleaning.

END OF SECTION

SECTION 09 30 13 - CERAMIC TILE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
- B. Section 09 30 50 – Tile Setting Materials and Accessories

1.2 DESCRIPTION OF WORK:

- A. Definition: Tile includes ceramic surfacing units made from clay or other ceramic materials.
- B. Extent of tile work is indicated on drawings and schedules.
- C. Types of tile work in this section include the following:
 - 1. Porcelain Tile

1.3 QUALITY ASSURANCE:

- A. Source of Materials: Provide materials obtained from one source for each type and color of tile, grout, and setting materials.

1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical information and installation instructions for materials required, except bulk materials.
- B. Samples for Initial Selection Purposes: Submit manufacturer's color charts consisting of actual tiles or sections of tile showing full range of colors, textures and patterns available for each type of tile indicated, include samples of grout and accessories involving color selection.

1.5 PRODUCT HANDLING:

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Prevent damage or contamination to materials by water, freezing, foreign matter or other causes.

1.6 CERTIFICATION:

- A. Furnish "Master" grade certificate.

1.7 PROJECT CONDITIONS:

- A. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.
- B. Vent temporary heaters to exterior to prevent damage to tile work from carbon dioxide buildup.
- C. Maintain temperatures at not less than 50 deg. F (10 deg. C) in tiled areas during installation and for seven days after completion, unless higher temperatures required by referenced installation standard or manufacturer's instructions.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
 - 1. Floor Tile:
 - a. Crossville – Color Blox
 - b. Or approved equal.
 - 2. Commercial Portland Cement Grout: Laticrete Perma Color

2.2 FLOOR SETTING MATERIAL

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
 - 1. Laticrete

2.3 FLOOR TILE CLEANERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
 - 1. Hillyard Chemical Co.
 - 2. L & M Surco Mfg. Co., Inc.

2.4 PRODUCTS, GENERAL:

- A. ANSI Standard for Ceramic Tile: Comply with ANSI A137.1 "American National Standard Specifications for Ceramic Tile" for types and grades for tile indicated.
- B. ANSI Standard for Tile Installation Materials: Comply with ANSI standard referenced with products and materials indicated for setting and grounding.

- C. Furnish tile complying with “Standard Grade” requirements unless otherwise indicated.
- D. Colors, Textures and Patterns: For tile and other products requiring selection of colors, surface textures or other appearance characteristics, provide products as selected by Architect from manufacturer’s standards.
 - 1. Provide tile trim and accessories which match color and finish of adjoining flat tile.
- E. Mounting: Where factory-mounted tile is required provide back or edge-mounted tile assemblies as standard with manufacturer unless another mounting method is indicated.
 - 1. Where tile is indicated for installation on exteriors or in wet areas, do not use back-or edge-mounted tile assemblies unless tile manufacturer specified that this type of mounting is suitable for these kinds of use and has been successfully used on other projects.

2.5 TILE PRODUCTS:

- A. Trim Units: Provide tile trim units to match characteristics of adjoining flat tile and to comply with following requirements:
 - 1. Size: As indicated, coordinated with sizes and coursing of adjoining flat tile, where applicable.
 - 2. Shapes: As follows, selected from manufacturer's standard shapes.
 - a. Thinset System
 - 1) Coved
 - a) A 3401 at Wall Tile
 - b) S 3419 at Base Only
 - 2) Surface Bullnose
 - a) S-4449 with SN and SM-4449 as job requires.
 - 3) External Corners
 - a) SCL-R-3401 at wall tile / SCL-R-3419
 - 4) Internal Corners
 - a) Miter inside corners and caulk with approved sealants.

2.6 SETTING MATERIALS:

- A. Provide setting and grouting materials to comply with ANSI Requirements listed for the TCNA Number as follows:
 - 1. Waterproof Thinset Floor Installation: TCNA F122
 - a. Bond Coat: Thinset Portland Cement Mortar - Laticrete #254 Platinum
 - b. Waterproof Membrane – Hydro Ban
 - c. Grout: Portland Cement Grout, Laticrete PermaColor, Group 1, 2, 3.

2.7 MISCELLANEOUS MATERIALS:

- A. Tile Cleaner: Stone Tech Stone and Tile Cleaner

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Examine surfaces to receive tile work and conditions under which tile will be installed. Do not proceed with tile work until surfaces and conditions comply with requirements indicated in reference tile installation standard.

3.2 INSTALLATION, GENERAL:

- A. TCNA Installation Guidelines: (Tile Council of North America) TCNA "2014 Handbook for Ceramic, Glass and Stone Tile Installation"; comply with TCNA installation methods indicated or, if not otherwise indicated, as applicable to installation conditions shown.
- B. Extend tile work into recesses and under or behind equipment and fixtures, to form a complete covering without interruptions, except as otherwise shown. Terminate work neatly at obstructions, edges and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces.
- D. Carefully grind cut edges of tile abutting trim, finish or Built-In items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures and other penetrations so that plates, collars, or covers overlap tile.
- E. Jointing Pattern: Unless otherwise shown, lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls and trim are same size. Layout tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise shown.
 - 1. Lay out tile wainscots to next full tile beyond dimensions indicated.
- F. Grout tile to comply with referenced installation standards, using grout materials indicated.
- G. Control Joints: Provide control joints in tile work as recommended by the TCNA Essentials EJ171-01. Coordinate location of joints with architect. Caulk joint with silicone sealant and backer rod as recommended by manufacturer.

3.3 TILE INSTALLATION METHODS:

- A. Install tile to comply with requirements TCNA installation methods related to TCNA Numbers listed previously under SETTING MATERIALS.
- B. Threshold: Install Schluter Anodized Aluminum AETK or AEU at locations indicated or where exposed edge of tile flooring meets carpet, wood, or other flooring.

3.4 CLEANING AND PROTECTION:

- A. Cleaning: Upon completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Unglazed tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's printed instructions, but not sooner than fourteen days after installation. Protect metal surfaces, cast iron and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning.
- B. Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, unbonded, or otherwise defective tile work.
- C. Protection: When recommended by tile manufacturer, apply a protective coat of neutral protective cleaner to completed tile walls and floors. Protect installed tile work with Kraft paper or other heavy covering during construction period to prevent staining damage and wear.
 - 1. Prohibit foot and wheel traffic from using tiled floors for at least seven days after grouting is completed.
 - 2. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

END OF SECTION

SECTION 09 65 00 - RESILIENT FLOORING AND BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of resilient flooring and accessories is shown on drawings and in schedules.

1.3 QUALITY ASSURANCE:

- A. Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives and sealants and leveling compounds.
- B. Fire Test Performance: Unless otherwise indicated, provide resilient flooring having the following classifications or properties when test in accordance with the standard fire tests referenced below:
 - 1. Flame Spread: Not more than 75 as per ASTM E 84.
 - 2. Smoke Developed: Not more than 450 as per ASTM E 84.
 - 3. Smoke Density: Not more than 450 as per NFPA 258.

1.4 SUBMITTALS:

- A. Product Data: Submit two copies of manufacturer's technical data and installation instructions for each type of resilient flooring and accessory.
- B. Samples: Submit, for verification purposes, samples of each type, color, and pattern of resilient flooring, including accessories, required, indicating full range of color and pattern variation. Provide full-size tile units, 6" x 9" samples of sheet flooring and 2-1/2" long sections of resilient flooring accessories.
 - 1. For initial selection of colors and patterns submit, prior to above, samples in form of actual sections of resilient flooring including accessories showing full range of colors and patterns available for each type of resilient flooring required.
- C. Certification for Fire Test Performance: Submit manufacturer's certification that resilient flooring furnished for areas indicated complies with required fire test performance and has been tested and meets indicated requirements.

- D. Maintenance Instructions: Submit two copies of manufacturer's recommended maintenance practices for each type of resilient flooring and accessory required.
- E. Replacement Material: After completion of work, deliver to project site replacement materials from same manufactured lot as materials installed, and as follows:
 - 1. Tile flooring, not less than one box for each fifty boxes or fraction thereof, for each type, size, and color installed.
 - 2. Sheet flooring, not less than one linear yards for each type, pattern, and color installed.

1.5 JOB CONDITIONS:

- A. Maintain minimum temperature of 65 degrees F (18 degrees C) in spaces to receive resilient flooring for at least 40 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55 degrees F (13 degrees C) in areas where work is completed.
- B. Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until the latter have been cured and are sufficiently dry to achieve bond with adhesive as determined by manufacturer's recommended bond and moisture test.
- C. Moisture Test - Concrete Floor:
 - 1. Moisture emissions from concrete substrates at any grade shall not exceed 3.0 pounds per 1000 square feet per 24 hours. An anhydrous calcium chloride 72 hour test unit used properly and weighed within one hour of test will accurately determine the rate of emissions (in pounds per 1000 sq. ft.). Shot-blasted or scarified concrete will yield the most accurate results. When used properly a Delmhorst Moisture Detector (model // BD-8 // DP // with type 2-F 5/16" electrodes) will detect the presence of moisture. A 3% solution of phenolphthalein in alcohol on opened concrete will detect vapor emissions.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Manufacturer: Subject to compliance with requirements, provide products as listed.
- B. Other manufactures will be considered upon submittal of written data and specifications showing compliance with the quality, serviceability and warranty of the product specified.
 - 1. Luxury Vinyl Tile (LVT):
 - a. Contractor shall anticipate a multiple of 4 colors used with a maximum of 2 colors in a simple block panel in any room.
 - 1) Mannington – Natures Path Select Tile– Colorways

2.2 MATERIALS:

A. General:

1. Colors and Patterns (VCT): As selected by Architect from manufacturer's standards.

B. Luxury Vinyl Tile (LVT)

1. 6" x 48" plank unless otherwise indicated, and as follows:
2. Composition – .020 inch mil wear layer, over all thickness - .100 inch
3. Warranty – 10 year commercial warranty.

C. Wall Base: Provide rubber wall base complying with FS SS-W-40, Type II, with factory formed outside corners as follows:

1. Johnsonite - DC Series, Rubber - Color Match System
2. Height: 4" (Unless otherwise noted)
3. Thickness: 1/8" gauge.
4. Style: Standard top-set cove.
5. Finish: Matte.

D. Adhesives (LVT):

1. Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.
2. Clear thin spread.

E. Adhesive (Wall Base):

1. Line White Latex - Type recommended by manufacturer
2. Corner - Construction adhesive or contact adhesive.

F. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.

G. Leveling Compound: Latex type as recommended by flooring manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION: NEW CONSTRUCTION

- A. Broom clean or vacuum surfaces to be covered, and inspect subfloor. Start of flooring installation indicates acceptance of subfloor conditions and full responsibility for completed work.
 - 1. Use leveling compound as recommended by flooring manufacturer for filling small cracks and depressions in subfloors.
 - 2. Perform bond and moisture tests on concrete slabs to determine that concrete surfaces are sufficiently cured and ready to receive flooring.
 - 3. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

3.2 PREPARATION: REMOVAL OF EXISTING FLOOR COVERING ON CONCRETE FLOORS FOR INSTALLATION OF NEW FLOOR COVERING.

- A. After existing floor covering has been removed follow the guidelines outlined below to remove the existing adhesives prior to installation of new floor covering.
- B. If the existing adhesive remaining on the concrete is a "cut back" adhesive it must be removed completely. Use a good citrus solvent cut back remover that is non-acid, non-caustic, and non-corrosive. Follow manufacturers instruction and clean with clear water until all solvent is removed. Multiple applications of solvent and cleaning may be necessary. Use a commercial sander to remove any remaining debris prior to further floor preparation.
- C. If the existing adhesive is not a "cut back" adhesive it still must be removed. (It can discolor and bleed through the new floor covering to be installed). This adhesive may be removed by a commercial sanding machine, or by commercial hand or mechanical scrapers, or a combination of all. Mop the floor and let dry, repeat as necessary until the slab is clean.
- D. After the adhesive (either) has been removed use a Portland Mix Compound to seal and level the floor in accordance with manufacturer's recommendations to minimize staining existing containments, and migration of mold to and through the new floor.
- E. Follow manufacturers recommendations on drying time prior to installation of the new floor covering.
- F. Overlaying Existing Floors: Broom clean or vacuum surfaces to be covered, and inspect subfloor. Start of flooring installation indicates acceptance of subfloor conditions and full responsibility for completed work.
 - 1. Clean Floor with tile stripper and remove all coatings or conditions which would cause the new glue from bonding to existing tile. Wash thoroughly after application .

3.3 EXECUTION:

- A. Install flooring using method indicated in strict compliance with manufacturer's recommendations. Extend flooring into toe spaces, door reveals, and into closets and similar openings.
- B. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.
- C. Install flooring on covers for telephone and electrical ducts, and other such items as occur within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly cement edges to perimeter of floor around covers and to covers.
- D. Tightly cement flooring to subbase without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll flooring at perimeter of each covered area to assure adhesion.

3.4 TILE FLOORS:

- A. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room are of equal width. Adjust as necessary to avoid use of cut widths less than one-half tile at room perimeters. Lay tile square to room axis, unless otherwise shown.
- B. Match tiles for color and patterns by using tile from cartons in same sequence as manufactured and packages. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed tiles are not acceptable.
- C. Lay tile in "checkerboard" fashion with grain reversed in adjacent tiles.
- D. Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions.

3.5 WALLBASE:

- A. Apply wall base to walls, columns, pilaster, casework and other permanent fixtures in rooms or areas where base is required. Install base in continuous lengths with no 4' lengths, with preformed corner units, or fabricated from base materials with mitered or coped inside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.
- B. On masonry surfaces, or other similar irregular surfaces, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
- C. Transition Strips:

1. Place resilient strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring which would otherwise be exposed. Anchor into floor if necessary.

3.6 CLEANING AND PROTECTION:

- A. Remove any excess adhesive or other surface blemishes, using neutral type cleaners as recommended by flooring manufacturer. Protect installed flooring with corrugated heavy Kraft paper or other covering.
- B. Finishing: After completion of project and just prior to final inspection of work, thoroughly clean floors and accessories.
 1. Clean and buff in compliance with flooring manufacturer's instructions.

END OF SECTION

SECTION 09 67 67 – SEAMLESS EPOX FLOORING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Epoxy-quartz chip flooring.

1.3 QUALITY ASSURANCE

- A. Manufacturer: Shall have been in the business of producing Epoxy Flooring Materials for a minimum of Twenty (20) years.
- B. Applicator shall have written certification from the manufacturer of the products in this section and have completed at least two (2) jobs of similar size and complexity within the past twelve (12) months; and at least two (2) references of similar projects in existence for a minimum of five (5) years.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's specifications, installation instructions, and general recommendations for flooring material required include data substantiating compliance of materials with requirements.
- B. Samples: For initial selection of colors submit manufacturer's color charts showing full range of colors available.

1.5 JOB CONDITIONS

- A. Ventilation: Provide adequate ventilation to prevent accumulation of hazardous fumes during application of solvent based products in enclosed spaces, and maintain ventilation until coatings have cured.
- B. Environmental Conditions: Comply with resinous flooring manufacturer's directions.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Colors: As selected by Architect from manufacturer's standard colors.
- B. Epoxy-Quartz Chip Flooring: Manufacturer's standard floor surfacing system consisting of primer, topping including epoxy resin, hardener and quartz aggregate, finish coats. Provide only factory supplies and packaged materials including aggregate for all components of flooring system.

2.2 AVAILABLE PRODUCTS

- A. Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
 - 1. Dur A Flex, Inc.
 - 2. Materials: Dur A Quartz 1/8" Resin Rich Flooring
System with topcoat of Dur A Flex
Polythane #2.
 - 3. Finish: Orange Peel
- B. Products specified here-in reference Dur-A-Flex products.

2.3 PRODUCT TESTING STANDARDS

- 1. Compressive Strength:
ASTM D 695.....17,000 PSI
- 2. Tensile Strength:
ASTM D 638.....4,000 PSI
- 3. Tensile Elongation:
ASTM D 638.....7.5%
- 4. Flexural Strength:
ASTM D 790.....6,250 PSI
- 5. Hardness (Shore D):
ASTM D 2240.....75 80
- 6. Linear Shrinkage:
ASTM D 2566.....0.02%

7. Water Absorption
ASTM D 570.....0.04%
8. Flammability
ASTM D 635.....Self Extinguishing
9. Coefficient of Linear Expansion
12 Degree F to 140 degree F
in./in./ degree F
ASTM d 66.....20 x 10⁶
10. Electrical Conductivity.....Non Conductive
11. Bond Strength to Concrete:
ACI 403.....335 PSI concrete fails.
12. Shear from steel plates:
MIL D 3134.....1,050 PSI
13. Indentation:
MIL D 3134.....0.025 MAX
14. Impact Resistance:
MIL D 3134.....No Cracking
No Delamination
15. Elevated Temperature:
MIL D 3134.....No Slip
No Flow
16. Abrasion Resistance:
Tabor Abrader, CS17 Wheels
2,000 Gram Load, 1,000 cycles.....Ave 24.0 MG
Loss
17. Toxicity.....Non Toxic

U.S.D.A. Approved, Letter on File.

PART 3 – EXECUTION

3.1 SUBSTRATE PREPARATION

- A. General: Perform preparation and cleaning procedures in compliance with flooring manufacturer's instructions for particular substrate conditions involved, and as herein specified.
- B. After concrete has been allowed to cure a minimum of twenty eight (28) days, the concrete shall be prepared by either acid etching with muriatic acid or by shot blasting. In all cases, all traces of concrete curing compound shall be removed. Repair concrete substrate, including all necessary gridding, filling, leveling, and cleaning, as required to comply with manufacturer's recommendations for substrate preparation. Final prepared surface shall have a profile of fine to medium sandpaper texture without trace of curing compound or adhesive.

3.2 MATERIALS PREPARATION

- A. Carefully mix and prepare materials used in resinous flooring system in compliance with manufacturer's instructions.

3.3 APPLICATIONS

- A. General: Apply each component of flooring system in compliance with manufacturer's directions to produce a uniform monolithic wearing surface of 1/8" thickness required.
- B. Prime Coat: Apply Dur A Glaze #4 Damp primer over properly prepared substrate at manufacturer's recommended spreading rate with timing of application coordinated with subsequent application of topping mix to ensure optimum adhesion between resinous flooring materials and substrate.
- C. Step 1: Broadcast the selected Dur A Quartz Aggregate onto the primed surface at a rate of 1/2 pound per square foot.
- D. Step 2: Roller apply Dur A Glaze #4 onto the swept quartz surface.
- E. Step 3: Broadcast the selected Dur A Quartz aggregate onto the "Glazed" surface at a rate of 1/2 pound per square foot.
- F. Step 4: Sweep sand and re apply Dur A Glaze #4 as first topcoat.
- G. Step 5: Apply Dur a Flex Polythane #2 as final topcoat.
- H. Cove Base: Apply floor system to wall surfaces at locations indicated to form base with cove and a height of 4" unless otherwise indicated. Round all interior and external corners.

3.4 WATERPROOFING

- A. All areas shall be Waterproofed with Dur A Flex Elasticoat membrane in accordance with Manufacturer's written instructions.

3.5 CURING, CLEANING AND PROTECTING

- A. Cure flooring materials in compliance with manufacturer's directions taking care to prevent their contamination during stages of application and prior to completion of curing process.
- B. Protect flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose comply with manufacturer's recommendations for protective materials and the method of their application. Remove temporary covering just prior to cleaning for final inspection.
- C. Clean flooring just prior to final inspections. Use materials and procedures recommended by resinous flooring manufacturer.

END OF SECTION

SECTION 09 90 00 - PAINTING

PART 1 - PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work specified in this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of painting work is shown on drawings and schedules, and as herein specified.
- B. The work includes the painting or finishing of materials at both the interior and exterior of the building.
- C. Examine other sections of these specifications, as well as the mechanical and electrical specifications for the various other trades, and become familiar with all their provisions regarding painting. All surfaces that are left unpainted by the requirements of other sections or other specifications shall be painted or finished as a part of this section.
- D. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- E. Paint exposed surfaces whether or not colors are designated in "schedules", except where natural finish of material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint same as adjacent similar materials or areas. If color or finish is not designated, Architect will select these from standard colors available for materials systems specified.
- F. Following categories of work are not included as part of field-applied finish work, or are included in other sections of these specifications:
 - 1. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, miscellaneous metal, hollow metal work, and similar items.
 - 2. Mechanical and Electrical Work: Painting of mechanical and electrical work is specified in Division 15 and 16, respectively.
 - 3. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) metal toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixtures, switchgear and distribution cabinets, entrance frames, doors and equipment.

4. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, pipe spaces, duct shafts and above ceilings.
5. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.
6. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated.
7. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.3 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use. If paint is to be other than Sherwin Williams, submit a schedule of paint equivalent to that specified.
- B. Samples: Submit samples for Architect's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.
- C. On actual wall surfaces and other interior building components, duplicate painted finishes of prepared samples. On at least 100 sq. ft. of surface as directed, provide full-coat finish samples until required sheen, color and texture is obtained; simulate finished lighting conditions for review of in-place work.
- D. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.4 DELIVERY AND STORAGE:

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
 1. Name or title of material.
 2. Manufacturer's name.
 3. Thinning instructions.
 4. Application instructions.
 5. Color name and number.

1.5 JOB CONDITIONS:

- A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed instruction.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 95 degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist; or when relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by paint manufacturer's printed instructions.
- D. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 COLORS AND FINISHES:

- A. Prior to beginning work, Architect will furnish color chips for surfaces to be painted.
 - 1. Use representative colors when preparing samples for review.
 - 2. Final acceptance of colors will be from samples applied on the job.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.
 - 1. Lead content in pigment, if any, is limited to contain not more than 0.5% lead, as lead metal based on the total non-volatile (dry-film) of paint by weight.
 - 2. This limitation is extended to interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven years of age.
- C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials proposed for use to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

2.2 MATERIAL QUALITY:

- A. Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturer. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers except paint for existing building.
- C. Provide undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- D. Manufacturers:
- E. Provide products from one of the following companies:
 - 1. Sherwin Williams
 - 2. PPG Industries
 - 3. Devoe
 - 4. Glidden
 - 5. Farrell-Calhoun Paint
 - 6. Benjamin Moore
- F. Mixing required shall be done with a mechanical mixer and materials shall be thoroughly mixed. No materials shall be reduced or changed in any way except as specified. Any material that has partially set will be discarded.
- G. Colors will be selected by the Architect.

2.3 EXTERIOR FINISHES

References below are for Sherwin Williams products.

- A. ALL EXPOSED FERROUS METAL SHALL BE GIVEN:
 - 1. One (1) coat Kem Kromik Rust Inhabitive Primer B50Z Series
 - 2. Two (2) coats Pro Industrial Acrylic Gloss Coating B66-600 Series.
- B. GALVANIZED IRON OR STEEL SHALL BE GIVEN:
 - 1. One (1) coat Galvite B50WZ30.
 - 2. Two (2) coats Pro Industrial Acrylic Gloss Coating B66-600 Series.
- C. EXTERIOR EXPOSED CONCRETE INDICATED TO BE PAINTED SHALL BE GIVEN:
 - 1. One (1) coat Loxon Exterior Masonry Primer A24W8300.
 - 2. Two (2) coats Loxon Exterior Masonry Coating A24W350 Series.
- D. EXTERIOR WOOD OPAQUE FINISH SHALL BE GIVEN:

1. One (1) coat Exterior Oil Based Wood Primer Y24W8020.

2. Two (2) coats A-100 Satin A82 Series.

E. EXTERIOR WOOD TRANSPARENT FINISH SHALL BE GIVEN:

1. Two (2) coats SuperDeck Exterior Oil-Based Stain: SD4C25

F. EXTERIOR WOOD WEATHERED FINISH SHALL BE GIVEN:

1. Two (2) coats SuperDeck Exterior Oil-Based Stain: SD4C25

G. CEMENT FIBERBOARD

1. Two (2) coats A-100 Satin A82 Series over factory applied cement primer.

2.4 INTERIOR FINISHES:

A. GYPSUM BOARD AND PLASTER:

B. All areas noted on Finish Schedule as painted shall be given:

1. One (1) coat Pro-Mar 200 0 VOC Latex Wall Primer B28W2600.

2. Two (2) coats Pro-Mar 200 0 VOC Latex Eg-Shell B20-2600 Series

C. GYPSUM BOARD AND PLASTER:

D. All areas noted on Finish Schedule as "Epoxy" shall be given:

1. One (1) coat Pro-Mar 200 0 VOC Latex Wall Primer B28W2600.

2. Two (2) coats Pro Industrial High Performance Epoxy B67-200 Series

E. CONCRETE BLOCK, BRICK AND CONCRETE

F. All areas noted on Finish Schedule as PAINTED shall be given:

1. One (1) coat Heavy Duty Block Filler B42W46.

2. Two (2) coats Pro-Mar 200 Alkyd Semi-Gloss Enamel B34-200 Series..

G. CONCRETE BLOCK, BRICK AND CONCRETE

H. All areas noted on Finish Schedule as "PAINTED W/EPOXY" shall be given:

1. One (1) coat Heavy Duty Block Filler B42W46.

2. Two (2) coats Pro Industrial High Performance Epoxy B67-200 Series

- I. MISCELLANEOUS WOOD, TRIM, DOORS AND CABINETS FOR TRANSPARENT FINISH:
- J. All woodwork indicated to be transparent finish shall be given
 - 1. One coat of Sherwin Williams Interior Oil Stain A48 series, color as selected, on exposed faces and then given:
 - 2. One (1) coat Sherwood Vinyl Sealer 24% solvent.
 - 3. Two (2) coats Polyurethane Satin A67 Series.
- K. MISCELLANEOUS WOOD TRIM, DOORS AND CABINETS FOR OPAQUE FINISH:
- L. All woodwork to be Opaque Finish shall be given:
 - 1. One (1) coat Premium Wall and Wood Primer B28W8111
 - 2. Two (2) coats Pro-Mar 200 Alkyd Semi-Gloss B34-200 Series.
- M. INTERIOR METAL:
- N. All pipe, rails, electrical panels and ladders shall be given:
 - 1. One (1) coat Kem Kromik Rust Inhibitive Primer B50Z Series, (unless item has been previously shop primed, in which case rust spots will be sanded and all abrasions and scratches shall be touched-up with rust-inhibitive primer).
 - 2. Two (2) coats Pro Industrial Urethane Alkyd Enamel B54-150 Series
- O. All interior hollow metal doors and frame and access panels shall be given:
 - 1. One (1) coat Kem Kromik Rust Inhibitive Primer B50Z Series (unless item has been previously shop primed, in which case rust spots will be sanded and all abrasions and scratches shall be touched-up with rust-inhibitive primer).
 - 2. Two (2) coats Pro-Mar 200 Alkyd Semi-Gloss B34-200.
- P. All other ferrous metal shall be given:
 - 1. One (1) coat Kem Kromik Rust Inhibitive Primer B50Z Series (unless item has been previously shop primed, in which case rust spots will be sanded and all abrasions and scratches shall be touched-up with rust-inhibitive primer).
 - 2. Two (2) coats Pro-Mar 200 Alkyd Semi-Gloss B34-200.
- Q. All unfinished equipment exposed to view in the finished work shall be given:
 - 1. One (1) coat Kem Kromik Rust Inhibitive Primer B50Z Series
 - 2. Two (2) coats Pro Industrial Urethane Alkyd Enamel B54-150 Series
- R. CONCRETE FLOORS:

- S. Floors indicated to be painted shall be etched with a ten percent (10%) solution of muriatic acid, flushed with clean water, and allowed to dry. They shall be given:

1. One (1) coat Industrial Enamel B54 Series enamel reduced ten percent (10%) with recommended thinner.
2. Two (2) coats Industrial Enamel B54 Series enamel with the addition of 1/2 lb. dry 100 mesh silica sand per gallon.

PART 3 - PART 3 - EXECUTION

3.1 INSPECTION:

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to applicator.
- B. Starting of painting work will be construed as applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.2 SURFACE PREPARATION:

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
- B. All caulking shall have a suitable primer applied and two coats of paint to match adjoining surfaces to which caulking is applied.

3.3 PREPERATION OF EXISTING SURFACES:

- A. Existing Surfaces Or Items Indicated To Be Stripped and Refinished:
- B. Remove old finish down to bare substrate by methods non-destructive to substrate. Control spread of waste products, fumes, and removal media as required by authorities having jurisdiction. Do not contaminate or damage surfaces or items which are not indicated to be stripped and refinished. After stripping, wash entire surface involved with appropriate non-destructive solvent and allow to dry. Bleach out stains on wood surfaces, sand with fine sandpaper and remove all dust with a tack rag. Refinish surfaces and items as specified for new work.

3.4 EXISTING SURFACES TO BE REPAINTED OR REFINISHED:

- A. General

1. Remove all loose, blistered, scaled or crazed finish to bare base material surface. Wash surfaces with T.S.P. and water or other solution as required.
2. Prevent impaired bond or bleed through by removing any accumulated film of wax, oil grease, smoke or other foreign matter.
3. After washing, rinse with potable water and allow to thoroughly dry.
4. On existing high gloss or semi-gloss interior work receiving gloss finishes, wash and rinse as noted above, then wipe with liquid de-glosser or other acceptable preparation material.
5. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.
6. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
7. When recommended by paint manufacturer for surface being painted, provide primer or undercoat whether specified or not.
8. All necessary puttying of nail holes, cracks, etc., shall be done after the first coat with putty of color to match that of the finish.

B. Existing interior wood

1. Sandpaper smooth or use liquid de-glosser to remove gloss and provide a “tooth” for finish boding. Prime bare spots with specified primer for new work. Putty, glaze or spackle cracks and other Irregularities; color filler material to match stain or transparent finishes.

C. Existing gypsum wallboard, concrete and masonry:

1. Fill minor isolated defects and damaged areas in previously painted surfaces with vinyl base spackle. Apply texture on minor work repaired under this Section as required to match existing adjacent surfaces. Using specified primer-sealer, prime all bare and newly textured surfaces scheduled to receive paint.

D. Existing painted ferrous metal:

1. Sand rough edges of bare areas to Featheredge to adjacent sound paint. Remove rust and loose paint to bare metal; solvent wash, then apply prime paint.

E. Surface preparation of all surfaces:

1. In general, exterior oil paints shall be allowed to dry at least forty-eight (48) hours between coats and interior paint shall be allowed to dry at least twenty-four (24) hours

between coats unless noted in the detailed specifications. All coats shall be lightly sanded between coats with 00 sandpaper and dusted before succeeding coat is applied. Each coat of paint shall be inspected and approved before another coat is applied.

2. All undercoats of paint and enamel shall be tinted to the approximate shade of the final coat.

F. Cementitious Materials

1. Prepare cementitious surfaces of concrete and cement plaster to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughing as required to remove glaze.
2. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
3. Suction spots or "hot spots" in cement shall be touched-up before applying the finish coat.
4. Voids and air holes in concrete to be painted shall be spackled or filled with plastic patch.
5. Clean concrete floor surfaces scheduled to be painted with a commercial solution of muriatic acid, or other etching cleaner. Flush floor with clean water to neutralize acid, and allow to dry before painting.

G. Wood

1. Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
2. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Both sides of all cabinet doors shall be finished to match the face of the cabinet. Interior of cabinet and inside of wood drawers shall be given one coat of sealer. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
3. BACK PRIME all wood trim, casings, molding, etc., interior and exterior.
 - a. When transparent finish is required, use spar varnish for backpriming.
4. Tops, bottoms, and cutouts of all doors shall be finished to match the door.
5. Hardwood to be finished shall be sanded smooth and surface cleaned before first coat and between coats with fine sandpaper and shall be wiped with a tack rag after each sanding.

H. Ferrous Metals:

1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
2. Touch-up shop-applied prime coats wherever damaged or bare where required by other sections of these specifications. Clean and touch-up with same type shop primer.

I. Galvanized Surfaces

1. Clean free of oil and surface contaminants with non-petroleum based solvent.

3.5 MATERIALS PREPARATION:

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

3.6 APPLICATION:

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied and as follows:
 1. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- C. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- D. Minimum Coating Thickness:
 1. Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- E. Mechanical and Electrical Work:

1. Painting of mechanical and electrical work is limited to those items exposed in mechanical equipment rooms and in occupied spaces.
2. Mechanical items to be painted include, but are not limited to, the following in finished areas:
 - a. Mechanical equipment and supports.
 - b. Accessory items.
3. Electrical items to be painted include, but are not limited to, the following:
 - a. Panels in finished areas.

F. Prime Coats

1. Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others.
2. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat to assure a finish coat with no burn-through or other defects due to insufficient sealing.

G. Pigmented (Opaque Painted) Finishes:

1. Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

H. Transparent Finishes:

1. Apply stain using a blending method to achieve an even and uniform color across varying grains and natural color changes in the wood. Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.

I. Completed Work:

1. Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.7 CLEAN-UP AND PROTECTION:

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.
- B. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting as acceptable to Architect.
- C. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

- D. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

SECTION 10 21 13 – TOILET PARTITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of toilet partitions work required is indicated on drawings.

- B. Types of toilet partitions required include the following:

- 1. Plastic laminate, floor supported overhead braced.
 - 2. Solid plastic high density polyethylene, floor-supported overhead braced.

- C. Types of screens required include the following:

- 1. Plastic laminate, wall hung.
 - 2. Solid plastic high density polyethylene, wall hung.

- D. Toilet accessories are specified elsewhere in Division 10.

1.3 QUALITY ASSURANCE

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication where possible, to ensure proper fitting of work; however, allow for adjustments within specified tolerances wherever taking of field measurements before fabrication might delay work.
- B. Coordination: Furnish inserts and anchorages which must be built into other work for installation of toilet partitions and related work; coordinate delivery with other work to avoid delay.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's detailed technical data for materials, fabrication, and installation, including catalog cuts of anchors, hardware, fastenings, and accessories.
- B. Shop Drawings: Submit shop drawings for fabrication and erection of toilet partition assemblies not fully described by product drawings, templates, and instructions for installation of anchorage devices built into other work.

PART 2 - PRODUCTS

2.1 AVAILABLE MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
1. General Partitions Mfg. Corp.
 2. Accurate Partitions
 3. Metpar Steel Products Corp.
 4. AMPCO.

2.2 MATERIALS

- A. General: Provide materials which have been selected for surface flatness and smoothness. Exposed surfaces which exhibit pitting, seam marks, roller marks, stains, discolorations, telegraphing of core material, or other imperfections on finished units are not acceptable.

B. Plastic Laminate Partitions

- a. Plastic Laminate: NEMA Std. LD 3, minimum 0.062" thick, color and pattern as indicated or, if not indicated, as selected by Architect from Formica, Wilsonart or approved equal premium colors.
- b. Core Material for Plastic Laminate: Manufacturer's standard particleboard or plywood in thickness to provide nominal dimension of 1" minimum for doors, panels, and screens, 1 1/4" for pilasters.

- C. Solid Plastic High Density Polyethylene: High density solid plastic component material shall be of 1" thick polymer resin construction. All edges shall be uniformly machined.

- D. Pilaster Shoes: ASTM A 167, Type 302/304 stainless steel, not less than 3" high and 20 gauge, finished to match hardware.

- E. Brackets: Manufacturer's standard design for attaching panels to walls and pilasters, chromium plated nonferrous cast alloy ("Zamac").

- F. Brackets: Manufacturer's optional design for attaching panels to walls and pilasters, continuous aluminum.

- G. Hardware and Accessories: Manufacturer's standard design, heavy duty operating hardware and accessories of stainless steel, except door hinge continuous.

- H. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, chromium plated steel or brass finished to match hardware with theft resistant type heads and nuts. For concealed anchors, use hot dip galvanized, cadmium plated, or other rust resistant protective coated steel.

2.3 FABRICATION

- A. General: Furnish standard doors, panels, screens, and pilasters fabricated for partition system, unless otherwise indicated. Furnish units with cutouts, drilled holes, and internal reinforcement to receive partition mounted hardware, accessories, and grab bars, as indicated.
- B. Door Dimensions: Unless otherwise indicated, furnish 24" wide in swinging doors for ordinary toilet stalls and 32" wide (clear opening) out swinging doors at stalls equipped for use by handicapped.
- C. Plastic Laminate Partitions and Screens: Pressure laminate one piece face sheets to core material with no splices or joints, and with edges straight and sealed. Seal exposed core material at cutouts to protect against moisture.
- D. Solid Plastic High Density Polyethylene: Polymer resin material shall be one seamless piece. All edges shall be free of milling marks.
- E. Floor-Supported Partitions: Furnish galvanized steel anchorage devices, complete with threaded rods, lock washers, and leveling adjustment nuts at pilasters to permit structural connection at floor. Furnish shoe at each pilaster to conceal anchorage.
- F. Hardware: Furnish hardware for each compartment in partition system, as follows:
- G. Hinges: Continuous Stainless Steel with backing plate for thru bolt, full height hinge.
- H. Hinges: Cutout inset type, adjustable to hold door open at any angle up to 90 deg. Provide gravity type, spring action cam type, or concealed torsion rod type to suit manufacturer's stainless steel standard.
- I. Latch and Keeper: Manufacturer's stainless steel standard surface mounted latch unit designed for easy emergency access with combination rubber faced door strike and keeper.
- J. Coat Hook: Manufacturer's stainless steel standard unit, combination hook and rubber tipped bumper.
- K. Door Pull: Manufacturer's stainless steel standard unit.
- L. Overhead-Braced Partitions: Make provisions for setting and securing continuous extruded aluminum anti grip overhead bracing at top of each pilaster.
- M. Wall-Hung Screens: Furnish panel units in sizes indicated, of same construction and finish as partition system panels.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with manufacturer's recommended procedures and installation sequence. Install partitions rigid, straight, plumb, and level. Provide clearances of not more than 1/2" between pilasters and panels, and not more than 1" between panels and walls. Secure panels to walls with not less than two stirrup brackets attached near top and bottom of panel. Locate wall brackets so that holes for wall anchorages occur in masonry or tile joints. Secure panels to

pilasters with not less than two stirrup brackets located to align with stirrup brackets at wall. Secure panels in position with manufacturer's recommended anchoring devices.

- B. Floor-Supported Partitions: Set pilaster units with anchorages having not less than 2" penetration into structural floor, unless otherwise recommended by partition manufacturer. Level, plumb, and tighten installation with devices furnished. Hang doors and adjust so that tops of doors are level with tops of pilasters when doors are in closed position.
- C. Screens: Attach with concealed anchoring devices as recommended by manufacturer to suit supporting wall structure. Set units to provide support and to resist lateral impact.

3.2 ADJUST AND CLEAN

- A. Hardware Adjustment: Adjust and lubricate hardware for proper operation. Set hinges on in swinging doors to hold open approximately 30 deg. from closed position when unlatched. Set hinges on out swinging doors (and entrance swing doors) to return to fully closed position. Clean exposed surfaces of partition systems using materials and methods recommended by manufacturer, and provide protection as necessary to prevent damage during remainder of construction period.

END OF SECTION

SECTION 10 28 00 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 QUALITY ASSURANCE:

- A. Inserts and Anchorages: Furnish inserts and anchoring devices which must be set in concrete, built into masonry, or built into stud partitions; coordinate delivery with other work to avoid delay.
- B. Accessory Locations: Coordinate accessory locations with other work to avoid interference and to assure proper operation and servicing of accessory units.

1.3 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical data and installation instructions for each toilet accessory.
- B. Setting Drawings: Provide setting drawings, templates, instructions, and directions for installation of anchorage devices in other work.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURES:

- A. Manufacturer: Subject to compliance with requirements, provide toilet accessories by one of the following:
 - 1. Bobrick Washroom Equip., Inc.
 - 2. Bradley Corp.
 - 3. A.S.I.

2.2 MATERIALS, GENERAL:

- A. Stainless Steel: AISI Type 302/304 with polished No. 4 finish, 22 gauge minimum, unless otherwise indicated.
- B. Galvanized Steel Mounting Devices: ASTM A 386, hot-dip galvanized after fabrication.
- C. Fasteners: Screws, bolts, and other devices of same material as accessory unit or of galvanized steel where concealed.

2.3 FABRICATION:

- A. General: Stamped names or labels on exposed faces of toilet accessory units are not permitted, except where otherwise indicated; inobtrusive labels on surfaces not exposed to view are acceptable.
- B. Surface-Mounted Toilet Accessories, General: Except where otherwise indicated, fabricate units with tight seams and joints, exposed edges rolled. Provide concealed anchorage wherever possible.

2.4 TOILET ACCESSORIES:

Toilet accessories models and numbers listed herein are Bradley unless otherwise noted.

- A. Paper Towel Dispensers,
 - 1. Indicated on the drawings as "PTD" - (Type)
 - 2. Provide one at each lavatory and as indicated on drawings:
 - a. (S) Surface Mounted 250-15
- B. Waste Receptacles:
 - 1. Indicated on the drawings as "WR" - (Type)
 - 2. Provide where indicated on drawings:
 - a. (S) Surface 357
- C. Toilet Tissue Dispenser:
 - 1. Indicated on the drawings as "TTD" - (Type)
 - 2. Provide one at each water closet.
 - a. Model 5234 Model 5402 Surface
- D. Grab Bars
 - 1. Provide as indicated on drawings as "GB" - (Type).
 - 2. Provide in wall anchor plate 899-015 with appropriate mounting kit at stud walls.
 - 3. Provide front and back anchor plates with appropriate mounting kit at toilet partitions and block walls.
 - a. (36) Straight Type 832-001-2 x 36"
 - b. (24) Straight Type 832-001-2 x 24"
 - c. (18) Straight type 832-001-2 x 18"
- E. Towel Pins:
 - 1. Indicated on drawings as "TP".

2. At spaces indicated on the plans
 - a. Model 9114

F.

G. Framed Mirrors:

1. Indicated on drawings as "FM".
2. Provide Mirror at each lavatory and as noted or indicated on the drawings.
 - a. 780-2436

Note: Unframed mirrors are specified in Section 088000, Glass and Glazing.

H. Lavatory Shield

1. Indicated on Drawings as "LS"
2. Provide one at each wall mounted lavatory.
 - a. Truebro IPS Corporation
 - b. Model 2018 - For single 20" x 18" (White Only)

I. Mop and Broom Holder:

1. Indicated on drawings as "MBH" - (length)
2. Provide one in each Janitor Closet.
 - a. (24") Model 9953
3. Indicated on drawings as "SSD" - (Type)
4. Provide one for each shower head and as indicated on drawings.
 - a. (R) Model 9353 Recessed
 - b. (S) Model 9014 Surface

J. Soap Dispenser:

1. Indicated on the drawings as "SD" - (Type).
2. One required for each lavatory.
 - a. (S) Surface Wall Mount 6542

K. Warm Air Hair Dryers:

1. Indicated on drawings as "HRD" - (Type).
2. Provide where indicated on drawings.
 - a. (S) Surface Hands Free Sensor Model 2902-28 Stainless Steel

L. Baby Changing Station:

1. Indicated on drawings as "BCS".
 2. Manufacturer: Brocar Products
 - a. Model: 100E Standard Polyethylene
- Color: Antique White

PART 3 - EXECUTION

3.1 GENERAL:

- A. Provide framing members at anchor locations of all surface mounted accessory units.
- B. Provide framing members (studs) at all sides of rough opening dimension for all recessed accessory units.

3.2 INSTALLATION:

- A. Install toilet accessory units in accordance with manufacturer's instructions using fasteners which are appropriate to substrate and recommended by manufacturer of unit. Install units plumb and level firmly anchored in locations and at heights indicated.

3.3 ADJUSTING AND CLEANING:

- A. Adjust toilet accessories for proper operation and verify that mechanisms function smoothly. Replace damaged or defective items.
- B. Clean and polish all exposed surfaces after removing labels and protective coatings.

END OF SECTION

SECTION 10 44 16 – FIRE EXTINGUISHERS AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Definition: "Fire extinguishers" in this section refer to units which can be hand carried as opposed to those which are equipped with wheels or to fixed fire extinguishing systems, unless otherwise indicated.
- B. Type of products in this section include:
 - 1. Fire extinguishers.
 - 2. Fire extinguisher cabinets.
 - 3. Fire blankets and cabinets.
 - 4. Mounting brackets.

1.3 QUALITY ASSURANCE

- A. Provide portable fire extinguishers, cabinets and accessories by one manufacturer, unless otherwise acceptable to Architect.
- B. UL Listed Products: Provide new portable fire extinguishers which are UL listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.
- C. FM Listed Products: Provide new portable fire extinguishers which are approved by Factory Mutual Research Corporation for type, rating, and classification of extinguisher indicated and carry appropriate FM marking.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for all portable fire extinguishers required. For fire extinguisher cabinets include roughing in dimensions, and details showing mounting methods, relationships to surrounding construction, door hardware, cabinet type and materials, trim style and door construction, style and materials. Where color selections by Architects required include color charts showing full range of manufacturer's standard colors and designs available.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products of one of the following:
 - 1. J.L. Industries
 - 2. Larsen's Mfg. Co.
 - 3. Muckle Manufacturing, Division of Technico, Inc.

2.2 FIRE EXTINGUISHERS

- A. General: Provide fire extinguishers for each extinguisher cabinet and other locations indicated in colors and finishes selected by Architect from manufacturer's standard which comply with requirements of governing authorities.
- B. Abbreviations indicated below to identify extinguisher types related to UL classification and rating system, and not necessarily to type and amount of extinguishing material contained in extinguisher.
- C. Multi-Purpose Dry Chemical Type: All fire extinguishers in cabinets or bracket mounted shall be UL rated 4A-80B:C, 10 lb. nominal capacity, in enameled steel container for Class A, Class B and Class C fires.

2.3 FIRE BLANKETS AND CABINETS

- A. Fire Blanket Cabinet: Indicated on plans as FE5, surface mounted, inside dimensions 10 x 16 x 8, red baked enamel steel.
- B. Fire Blanket: Indicated on plans as FE5, 62" x 84" blanket fabricated of 100% reprocessed wool and treated with a fire-resistant chemical. Provide one per each cabinet.

2.4 MOUNTING BRACKETS

- A. Provide manufacturer's standard bracket designed to prevent accidental dislodgment of extinguisher of proper size for type and capacity of extinguisher indicated in manufacturer's standard plated finish.
- B. Provide brackets for extinguishers not located in cabinets. (FE-2)
- C. Identify bracket mounted extinguishers with red letter decals spelling "FIRE EXTINGUISHER" applied to wall surface. Letter size, style and location as selected by Architect.

2.5 FIRE EXTINGUISHER CABINETS

- A. General: Provide fire extinguisher cabinets where indicated of suitable size for housing fire extinguishers of types and capacities indicated.
- B. Construction: Manufacturer's standard enameled steel box, with trim, frame, door and hardware to suit cabinet type, trim style, and door style indicated. Weld all joints and grind smooth. Miter and weld perimeter door frames.
- C. Cabinet Type: Suitable for mounting conditions indicated of the following types:
 - 1. Semi-Recessed: Cabinet box (tub) partially recessed in walls of shallow depth. Indicated on drawings as FE 1.
 - a. Larsen 2409-6R Architectural Series (depth required 4" and 2 1/2" projection)
 - 1) Door Style: Vertical Duo with Vertical Decal "Fire Extinguisher" with Larsen Lock
 - 2) Door Style: Full Glass With Larson Lock
 - 2. Recessed: Cabinet box (tub) fully recessed in walls with face trim. Indicated on drawings as FE 3.
 - a. Larsen 2409-R2 Architectural Series (depth required 6 1/4").
 - 1) Door Style: Vertical Duo with Vertical Decal "Fire Extinguisher" with Larsen Lock
 - 2) Door Style: Full Glass With Larsen Lock
 - 3. Surface-Mounted: Cabinet box (tub) fully exposed and mounted directly on wall. Indicated on drawings as FE4.
 - a. Larsen 2409-SM Architectural Series (Projects 6 1/4")
 - 1) Door Style: Vertical Duo with Vertical Decal "Fire Extinguisher" with Larsen Lock.
 - 2) Door Style: Full Glass With Larsen Lock
- D. Door Hardware: Provide manufacturer's standard door operating hardware of proper type for cabinet type, trim style, and door material and style indicated.

2.6 FACTORY FINISHING OF FIRE EXTINGUISHING CABINETS

- A. General: Comply with NAAMM "Metal Finishes Manual" for finish designations and application recommendations except as otherwise indicated. Apply finishes in factory after products are assembled. Protect cabinets with plastic or paper covering, prior to shipment.
- B. Baked Enamel Finish: Immediately after cleaning and pretreatment, apply manufacturer's standard baked enamel coating. Provide manufacturer's standard white color.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install items included in this section in locations and at 54" to top of cabinet, but height of the fire extinguisher above the floor to be no more than 48" to comply with ADA and applicable regulations of governing authorities.
- B. Prepare recesses in walls for fire extinguisher cabinets as required by type and size of cabinet and style of trim and to comply with manufacturer's instructions.
- C. Securely fasten mounting brackets and fire extinguisher cabinets to structure, square and plumb, to comply with manufacturer's instructions.
- D. Where exact location of surface mounted, bracket mounted fire extinguishers is not indicated, locate as directed by Architect.

END OF SECTION

SECTION 22 01 00 - PLUMBING GENERAL PROVISIONS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide all labor, materials, tools, and services for a complete installation of equipment and systems contained in contract documents.
- B. Principal features of work included are:
 - 1. Plumbing system.
 - 2. Demolition of existing equipment, and piping.

1.2 RELATED WORK:

- A. Electrical power and interlock and control wiring and conduit.
- B. Kitchen equipment.

1.3 GENERAL:

- A. The contract documents form a guide for a complete system. Provide all items necessary to provide a complete system but not specifically mentioned, such as hangers, transitions, offsets, and drains.
- B. Layouts indicated on drawings are diagrammatical only. Coordinate exact location of equipment, ductwork, and piping to eliminate conflict with other divisions. Designer reserves right to make reasonable changes in location of equipment, ductwork, and piping prior to construction.
- C. Should Contractor find during progress of work that in his judgment existing conditions make desirable a modification, report such item promptly to Designer for instructions. Do not make deviations from contract documents without review of Designer.
- D. Supervise all work with a competent mechanic specifically qualified in mechanical discipline.
- E. All products used for dispensing potable drinking water must be lead free and meet the requirements of NSF 61 and NSF 372 test standards via third party testing and certification.

1.4 PERMITS:

- A. Secure and pay for permits, licenses, and inspections for work under this Division, including water and sewage connections.

1.5 CODES:

- A. Comply with all pertinent local, state, and national codes.

1.6 STANDARDS:

- A. Comply with all pertinent standards. This list is provided as a convenience to Contractor and is not to be considered all inclusive.
 - 1. American Gas Association (AGA).
 - 2. CISPI Standard 301.
 - 3. ASTM A 74.

1.7 SUBMITTALS:

- A. Submit for review complete brochures and shop drawings for materials and equipment proposed.
 - 1. Brochures: Submit complete descriptions, illustrations and specification data for materials and equipment proposed. Clearly indicate proposed items when other items are shown on same sheet. Submit samples on request and/or set up for inspection. Samples will be returned to Contractor.
 - 2. Submittals shall be submitted in line by line format. Each submittal shall be provided with a cover letter and supporting documentation indicating how the submittal meets each line of the referenced specification section. All discrepancies between the construction documents and the submitted product shall be clearly identified for engineer evaluation.
 - 3. If a product other than the basis of design is rejected by the engineer for any reason, the Contractor shall provide the basis of design product at no additional cost to the Owner.
 - 4. Shop Drawings:
 - a. Complete equipment and piping systems in equipment rooms.
 - b. Complete equipment and piping systems in entire building.
 - c. Owner furnished equipment rough-in layouts.
 - d. Kitchen equipment rough-in layouts.
 - e. Firestop systems.

1.8 PROJECT MAINTENANCE MANUALS:

- A. Prior to final acceptance of project, provide Owner with bound maintenance manuals.

1.9 PROJECT TECHNICAL INSTRUCTION:

- A. Prior to final inspection of project, provide technical instruction to Owner as follows:
 - 1. Field Instruction: Provide explanation of how systems and equipment are to operate during each season and during emergencies.
 - 2. Field Demonstration: Demonstrate operation and routine maintenance for systems and equipment.

1.10 CONSTRUCTION RECORD DOCUMENTS:

- A. Provide construction record documents. Keep at the project one set of drawings and daily record changes at the time they are made. Give drawings to Owner at project completion.

1.11 EXISTING SERVICES:

- A. Maintain existing services in operation during construction. Coordinate and schedule all service interruptions with Owner.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. Provide materials and equipment of domestic manufacturer bearing the U.L. label when such label is available.
- B. Cast Iron Soil Pipe and Fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute  and listed by NSF® International.

PART 3 - EXECUTION

3.1 COORDINATION:

- A. Coordinate locations of equipment and piping to eliminate conflict with other divisions.
- B. Carefully examine contract documents to be thoroughly familiar with items which require plumbing or mechanical connections and coordination.
- C. Provide proper chases and openings. Place sleeves and supports prior to pouring concrete or installation of masonry.

3.2 CUTTING AND PATCHING:

- A. Repair or replace routine damage caused by cutting in performance of contract.
- B. Correct unnecessary damage caused due to installation of plumbing work.
- C. Perform repairs with materials that match existing in accordance with the appropriate section of these specifications.

3.3 FLASHING, COUNTERFLASHING, AND SEALING:

- A. Flash, counterflash, and seal piping at penetrations of roofs and outside walls.

3.4 TRENCHING, EXCAVATION AND BACKFILLING:

- A. Excavate to a depth at least 6" below bottom of pipe and a minimum of 36" above top of pipe. Fill below pipe, around pipe, and minimum of 12" above pipe with sand or Class "B" crushed stone tamped firm and even. Provide topsoil for final layer of dirt (12" minimum). Provide 6" spacing between pipes and between pipe and trench sides. Hand-grade with batterboards placed every 25'. Backfill by hand. Do not use rock or stone above sand or Class "B" crushed stone.

3.5 CONNECTION TO EQUIPMENT:

- A. Rough-in and connect to kitchen equipment and Owner furnished equipment and provide a shutoff valve and union at each connection. Operating valves and/or controls for this equipment will be provided as an integral part of the equipment. Do not rough-in until shop drawings showing rough-in locations have been reviewed by Designer.

3.6 FOUNDATIONS AND PADS:

- A. Provide foundations, pads, and bases required for equipment. Concrete to be in accordance with concrete division of specifications.
- B. Coordinate proper sizes and locations of foundations, pads, bases, anchors, supports, and other items to be built into structure.

3.7 IDENTIFICATION:

- A. Identify exposed or accessible piping with stenciling contents indicating pipe contents and direction of flow on piping not more than 20 feet apart, at valves, at access panels, and at least once above each space.
- B. Contractors option to identify exposed or accessible piping with snap-on or strap-on type markers. Color code markers in accordance with ANSI. Indicate pipe contents and direction of flow on marker. Install markers on piping not more than 20 feet apart, at valves, at access panels, and at least once above each space.
- C. Sanitary waste, storm and buried lines need not be marked.
- D. Identify all equipment with engraved brass, aluminum, or stainless steel nameplates or tags. Use equipment names and numbers appearing in schedules on drawings. Fasten nameplates to equipment using screws. Glue or adhesive is not acceptable. Fasten tags to equipment using brass, aluminum or stainless steel chains.

3.8 CLEANING:

- A. Repair damaged factory finishes covering all bare places and scratches.
- B. Cleaning Domestic Water System: Flush domestic water system progressively by opening building outlets and permitting flow to continue from each until water runs clear. Sterilize system in accordance with requirements of State Department of Public Health by the following method or other method acceptable to local authorities:
 - 1. Introduce chlorine or a solution of calcium or sodium hypochlorite, filling lines slowly and applying sterilizing agent at a rate of 50 ppm of chlorine as determined by residual chlorine tests at ends of lines. Open and close all valves while the system is being chlorinated.
 - 2. After sterilizing agent has been applied and left standing for 24 hours, test for residual chlorine at ends of lines. If less than 25 ppm is indicated, repeat sterilizing process.
 - 3. After standing for 24 hours and tests show at least 25 ppm of residual chlorine, flush out system until all traces of chemical used are removed.

3.9 TESTING:

- A. Test all installed equipment and systems and demonstrate proper operation. Correct and retest work found defective when tested.
- B. Thoroughly check piping system for leaks. Do not add any leak-stop compounds to the system. Make repairs to piping system with new materials. Peening, doping, or caulking of joints or holes is not acceptable.
- C. Test hot and cold domestic water piping systems upon completion of rough-in and before connection to fixtures at a water pressure of 125 psig for two hours without leaks.
- D. Test drainage and venting system with necessary openings plugged to permit system to be filled with water and subjected to a minimum water pressure of 10 feet head at top of system. System to hold water for two hours without a water level drop greater than 4" in a 4" standpipe and without visible leakage. Test system in sections if minimum head can be maintained in each section.
- E. Conduct air or smoke test if in opinion of Designer reasonable cause exists to suspect leakage or low quality workmanship.
- F. Test foundation drain system in sections of 100 foot lengths before and after backfilling. Pass plumbers tape or Roto-Rooter through drain sections to ensure there are no restrictions to water flow.
- G. Test flush valves for proper operation.

END OF SECTION

SECTION 22 07 19 - PLUMBING INSULATION

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Contractor shall provide all necessary labor, materials, tools, and equipment to perform work required on the drawings and specified herein.
- B. Certain equipment and/or systems to be factory insulated by manufacturer. Factory insulation materials to be as specified in applicable sections of the specifications.
- C. All pipe fittings, valves and strainers in insulated pipe systems to be insulated.
- D. Thermal resistance "R" values used herein are expressed in units of "Hour, Degrees F., Sq. Ft./BTU per Inch of Thickness" on a flat surface at a mean temperature of 75 degrees F.
- E. Note that where electric cable wrap is called for, insulation is to be applied over cable.
- F. "Contractor's Option" referred to in Materials below indicates optional materials which may be used as equals.

1.2 DEFINITIONS:

- A. "Exposed" equipment, and piping are areas which will be visible without removing ceilings or opening access panels.
- B. Outdoors is considered exposed to the weather.
- C. Underground is buried, whereas in a trench below grade is considered concealed.

1.3 CERTIFICATION/QUALITY ASSURANCE:

- A. Products shall meet applicable national, state, and local building codes and be U.L. (or other recognized testing lab) listed for intended service.
- B. All insulations, jackets, adhesives, coatings, sealers, and tapes shall have a flame spread rating of 25 or less and smoke development rating of 50 or less when tested in accordance with ASTM E-84, NFPA 225, U.L. 723, and further must meet the requirements of NFPA 90-A and applicable building, and plumbing, codes.
- C. All insulation materials shall be delivered and stored in manufacturers' containers and kept free from dirt, water, chemical, and mechanical damage.
- D. Insulation shall be applied in a workmanlike manner by experienced, qualified tradesmen.
- E. Insulation shall not be applied until all pressure testing has been completed, inspected, and released for insulation application.

- F. Surfaces shall be clean and dry.
- G. Insulation joints shall be butted firmly together and all jackets and tapes shall be smoothly and securely installed.
- H. Insulation for duct, pipe, and equipment for above grade exposed to weather outside building shall be certified as being self-extinguishing for 1" thickness in less than 53 seconds when tested in accordance with ASTM D-1692.

1.4 APPLICABLE CODES AND STANDARDS:

- A. ASTM E-84.
- B. U.L. 723.
- C. State of Mississippi Energy Code.

PART 2 - PRODUCTS

2.1 MATERIALS FOR PIPE AND EQUIPMENT:

- A. Materials for Pipe and Equipment: Provide factory pre-molded or shop or site mitered segment type insulation for pipe, pipe fittings, and valves. Fitting insulation to be of same thickness and material as adjoining pipe insulation. All insulation and related materials such as tape and mastic to meet applicable building code requirements for fire and smoke development.
 - 1. Flexible Tubular: Provide 25/50 rated, closed-cell, flexible tubular rubber type pipe insulation. Product to have continuous operational temperature limit of 200 degrees F. and a minimum "R" value of 3.6 per inch ($K=0.28$) at 100 degrees F mean temperature. Product to be Armstrong AP Armaflex or approved equal pipe insulation. Use flexible tubular for the following services:
 - a. Horizontal runs of waste lines carrying cold condensate from air conditioning equipment: 1" thick.
 - b. Domestic cold water piping 2" and under (contractor option): 1/2" thick.
 - c. Domestic hot water supply and recirculating return piping (contractor option): All sizes – 1-1/2" thick.
 - 2. Fiberglass: Provide factory-formed, factory-jacketed fiberglass piping insulation. Product to be Manville "Micro-Lok 650" with "Type AP-T" jacketing or equivalent product manufactured by CertainTeed, Knauf, or Owens-Corning. Product to have continuous operational temperature limit of 850 degrees F and a minimum "R" value of 3.6 per inch ($K=0.28$) at 100 degrees F mean temperature. Jacket to be fiberglass reinforced kraft paper with aluminum foil and pressure sensitive closure system. Vapor-barrier mastic for application to below ambient pipe insulation shall be fungus resistant per ASTM D 5590 with 0 growth rating; Water based; Permeance per ASTM E 96, Procedure B, 0.013 perm or less at 43-mil dry film thickness suitable for indoor and jacketed outdoor use. Products: Foster 30-80 AF. Color: White. A breather mastic for application to above ambient pipe insulation (fittings, tees, valves, etc.) shall be water based Foster 46-50 mastic or Childers CP-10 / CP-11. Use fiberglass piping insulation for the following services:

- a. Domestic hot water supply and recirculating return piping: 1-1/4 and under – 1” thick, 1-1/2” and greater 1-1/2 thick.
- b. Domestic cold water piping: 1/2" thick.

2.2 MATERIALS FOR FITTINGS, VALVES, AND SPECIAL COVERINGS:

- A. Provide coverings and finishes for specific items hereinafter specified.
 - 1. Use pre-molded insulation fabricated by the manufacturer of insulation material or shop or site mitered segment type insulation for all pipe fittings, elbows, tees, valves, and couplings.
 - 2. PVC fitting covers over blanket fiberglass are NOT acceptable.
 - 3. Contractor's option to provide factory pre-molded one-piece PVC insulated fitting covers, precut fiberglass insulation inserts, and necessary installation materials for all pipe fittings. Materials to be equal to Manville Zeston white, U.V. resistant, 25/50 rated, 20 mil thickness insulated PVC fitting covers and insulation inserts.
- B. For any service, when below grade direct buried, cover straight pipe and fitting insulation with equivalent of Pittsburgh Corning "Pittwrap", Foster C.I. Wrap 50 mil or "Pittwrap SS11" jacketing. Valves in systems operating above 60 degrees F. and installed in valve boxes shall not be insulated; however, the valves shall be painted with a rust resistant product equivalent to Rustoleum.
- C. For flexible tubular pipe and fitting insulation when exposed-to-view inside building or exposed to the weather, finish with two coats of paint, custom color blended to match surrounding surfaces.
- D. When specifically approved by designer, when it is impossible to completely insulate pipe, fittings, or valves with specified insulation, Armstrong Armaflex insulation tape may be used to prevent condensate drip on small piping. Use of cork insulation tape is prohibited.

PART 3 - EXECUTION

3.1 GENERAL:

- A. No insulation shall be cut where a hanger is located. If hangers have been installed by pipefitter tradesmen which violates this strict requirement, notify Designer immediately.
- B. Piping systems shall be tested and found free of all leaks prior to installation of insulation covering.
- C. All surfaces shall be clean and dry when covering is applied. Covering to be dry when installed and during application of any finish, unless such finish specifically requires a wetted surface for application.

- D. All adhesives, cements, and mastics shall be compatible with materials applied and shall not attack materials in either wet or dry state.
- E. Install insulation using professional insulators who have adequate experience and ability.
- F. Exposed-to-view insulation shall have a well tailored appearance.
- G. Treat insulated pipe in equipment rooms and where exposed to normal view, so surfaces may be painted with water base latex paint. Use of mastics, adhesives, or jacketing which cause "bleeding" is prohibited.

3.2 INSTALLATION OF PIPE AND EQUIPMENT COVERING:

- A. Where fiberglass or flexible tubular insulation is used on piping sized 2" and larger, insert a section of foamglass insulation at hanger or support points between pipe and metal shield for full length of shield to prevent crushing of insulation. Insulation thickness to be same as adjoining insulation. Where insulation passes through pipe hangers and across trapeze supports, 12" long metal saddles shall be used. On cold pipe, vapor barrier should be carried through the hanger and sealed.
- B. Apply flexible tubular insulation to pipe and fittings using the slip-on method with all joints tightly fitted and sealed with Armstrong 520 adhesive or approved equal. Seal butt joints, miter joints and torn or damaged insulation with adhesive.
- C. Apply PVC insulated fitting covers and precut insulation inserts as follows:
 - 1. Installation for hot systems:
 - a. Place the precut fiberglass insert around the fitting, positioning the points of the insert on the inside radius of the elbow.
 - b. Butt the ends of the fiberglass insert against the ends of the pipe covering. Tuck and fold the insulation so that it covers all bare surfaces. Keep the fiberglass fluffed up to the thickness of the adjacent pipe insulation to assure maximum thermal efficiency.
 - c. Insert two stainless steel serrated tacks approximately 1/4" from one of the lap edges of the fitting cover. Then snap the cover in place over the fiberglass insulation.
 - d. After the fitting cover is in position, push the tacks into the overlapping throat seam. Apply color-matched, pressure-sensitive tape to the butt joints.
 - 2. Installation for cold systems:
 - a. Position, tuck, and fold the fiberglass insulation insert as described above in steps (a) and (b) for hot systems.
 - b. Apply a vapor barrier mastic around the edges of the adjoining pipe insulation. Apply the mastic along the inside of the fitting cover throat overlap seam.
 - c. Place the fitting cover over the insulation, lapping the mastic-covered edge over the other side of the throat seam.
 - d. Apply color-matched, pressure-sensitive tape over the circumferential joints. The tape should extend over the adjacent pipe insulation and overlap itself by at least 2" on the downward side of the lap.

END OF SECTION

SECTION 22 11 16 - DOMESTIC WATER PIPING AND VALVES

PART 1 - GENERAL

1.1 SYSTEM REQUIREMENTS:

- A. Submit pipe, valves, and fittings and have approved before starting installation. Pipe, valves, and fittings to be new, manufactured domestically, and marked clearly with manufacturers' name, weight, and classification or working pressure.
- B. Piping to run approximately as shown on drawings or as structural and architectural conditions permit.
- C. All products used for dispensing potable drinking water must be lead free and meet the requirements of NSF 61 and NSF 372 test standards via third party testing and certification.

PART 2 - PRODUCTS

2.1 COPPER PIPES:

- A. Type "L" hard-drawn seamless copper tubing, ASTM B-88: Domestic hot and cold water 4" O.D. and smaller.
- B. Type "K" hard-drawn seamless copper tubing:
 - 1. Domestic water lines located under slab.
 - 2. Exterior domestic water lines 2-1/2" and smaller underground.
- C. Copper Pipe Fittings:
 - 1. Provide sweat fittings, ASTM B-62, dimensions conforming to ANSI B16.22, wrought copper, with sweep patterns for copper tubing.
 - 2. Dielectric connection: Provide Epco Sales, lead free dielectric couplers at junction of steel pipe and equipment with copper piping systems. Use of steel or cast iron fittings in copper piping systems prohibited. T-drill branch tee connections shall not be allowed for domestic water piping.
- D. Unions to be brass ground joint, 250-pound working pressure.
- E. Nipples used in conjunction with copper pipe to be brass.

2.2 VALVES:

- A. Valves are specified by Manufacturer and Model Numbers to establish quality levels unless otherwise noted. Crane, Milwaukee, Hammond, Nibco, Stockham, Centerline, Apollo, Kitz, or Watts are considered equal manufacturers. Provide clamp lock hand lever operators on valves less than 8 inches. Provide hand wheel and closed housing worm gear on valves 8 inches and

larger unless indicated otherwise below. Provide chain operators for all equipment room and powerhouse valves 4 inch and larger which are located over 6 feet 6 inches above the finish floor. All valves shall meet NSF-61 requirements.

1. Gate Valves:
 - a. Gate valves for copper piping 2" and smaller systems to be Class 125, bronze body, solder ends, Nibco S-113 LF. Valve to have either solid or split wedge disc, inside screw, non-rising stem, and screwed bonnet.
2. Globe Valves:
 - a. Globe valves 2" and smaller to be Class 150, bronze body, screwed ends, Apollo 121T-LF. Valve to be plug type with renewable seat and disc, rising stem, and union bonnet.
3. Ball Valves:
 - a. Ball valves for copper water piping systems 2" O.D. and smaller to be equal to Apollo "3" S-585-66LF, solder ends, and for 2-5/8" thru 3-1/8" O.D. to be equal to Nibco T T-585-66LF, threaded ends. Valves to have bronze body, chromium plated bronze ball, PTFE seats, stuffing box ring and seals, and quarter turn on-off. Provide memory stops for valves used for balancing service. Valves to be rated for 400-psi WOG at 200 degrees F. Install threaded end valves with lead free brass adapters.
4. Check Valves:
 - a. Check valves for copper water piping systems to be swing type, Class 125, bronze body, screwed ends, Nibco T-413-Y-LF.
5. Flow balancing valves for domestic hot water service shall be Bell & Gossett lead free Circuit Setter Plus or approved equal. Valve shall provide flow balancing, flow measuring, and positive shutoff service. Provide valve with memory stop, capped differential pressure readout ports with internal check valves and preformed insulation. Valve construction to be bronze body and brass ball rated for 200 psig at 250 degrees F.

2.3 STRAINERS:

- A. Provide cleanable "Y" type strainers in pump suction lines. Strainers to have iron body with screwed bronze or bolted iron cap. Strainer baskets to be brass. Water strainers to be Monel 20 mesh screen. Strainers to be line size complete with blow-down hose bibbs. When Suction Diffusers are specified for end suction pumps, strainers are not required. Strainers to be as follows:
 1. Solder joint 125# - Nibco S 413-Y-LF.

2.4 HANGERS:

- A. Insulated copper piping 1/2" O.D. thru 4" O.D., with no longitudinal movement to be Grinnell Figure 260, MSS SP-69 Type 1, adjustable clevis hanger with Figure 167, MSS SP-69 TYPE 40, galvanized steel insulation protection shield sized for maximum 10' span on 4 psi compressive strength insulation.
- B. Non-insulated copper tubing 1/2" O.D. thru 4" O.D. with no longitudinal movement to be Grinnell Figure CT-99C, MSS SP-69 TYPE 9, plastic coated adjustable tubing ring hanger.
- C. Insulated copper piping 1/2" O.D. thru 2-1/8" O.D. with longitudinal movement to be Grinnell Figure 171, MSS SP-69 TYPE 41, pipe roll complete with Figure 167, MSS SP-69 TYPE 40,

galvanized steel insulation protection shield sized for maximum 10' span on 4 psi compressive strength insulation.

- D. Support copper pipe risers by Grinnell Figure CT-121C, MSS SP-69 TYPE 8, plastic coated riser clamps at floor penetrations.
- E. Support three or more parallel lines by trapeze hangers utilizing Unistrut channel or equal in bottom mounting arrangement with rod hanging support.
- F. Adequately size hangers on insulated piping for insulation to pass continuously through hangers. Insulated piping to be supported outside insulation covering.
- G. Provide concrete inserts, Grinnell Figure 282, MSS SP-69 TYPE 18, universal concrete insert, for attaching hangers to building structure. Inserts to be adequately sized and correctly positioned to support piping, valves, etc., when full of water and system is in operation.
- H. Provide C-clamps with locknut, Grinnell Figure 86, MSS SP-69 TYPE 23, where piping is to be hung from steel beams. Welding hanger rods to steel members is not permitted. Provide malleable beam clamps, Grinnell Figure 218, MSS SP-69 TYPE 30, with extension piece, Grinnell Figure 157, where piping is hung from bar joist.
- I. Support all piping by heavy steel, adjustable hangers, or brackets suitably fastened to structural portion of building. Place hangers in accordance with following tables.

COPPER TUBING SUPPORTS	
SIZE (IN.)	DISTANCE BETWEEN SUPPORTS (FT.)
5/8	6
7/8 - 1-1/8	8
1-3/8 - 2-1/8	10
2-5/8 - 5-1/8	12
6-1/8 - 8-1/8	14

- J. Perforated metal, strap iron, or band iron hangers are not permitted. Offsets in hangers are not allowed. Pipe risers to be supported at regular intervals in pipe shafts within the limits of good practice.
- K. See Insulation Section for requirements at pipe hangers.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install piping not to interfere with opening of doors or other moving parts. Do not install piping near or directly over any portion of electrical equipment.

3.2 FIRE-RATED PARTITIONS:

- A. Provide permanent firestop system at all piping penetrations of fire-rated walls and floors. Review details on drawing as well as this specification for permissible firestop systems. The firestop system shall have been tested and approved in accordance with ASTM E119 and U.L. 1479 (ASTM E814) and classified for up to 2 hours fire rating. Firestop system shall be type detailed on drawings or intumescent type capable of expanding up to 8 times its original volume. Firestop system to be 3M, Hilti, Nelson, Johns Manville, or Specified Technologies. Firestop system shall be installed in strict accordance with published U.L. approved installation instructions. Piping to pass through the fire-rated partition insulated or non-insulated as specified and detailed. Submit U.L. approved installation drawing for each type of penetration prior to construction.

3.3 NON-RATED PARTITIONS:

- A. Piping to pass through the walls insulated or non-insulated as specified. Wall should be finished to fit neatly around the piping. Firestopping is not required at non-rated partitions.

3.4 PIPE SLEEVES:

- A. Pipe sleeves shall be provided at non-rated partitions and floor penetrations. Pipe sleeves to be Schedule 40 or 18 gage steel. Sleeves to extend 1-1/2" in excess of partition depth on each side. Sleeves penetrating floors in wet areas, including all mechanical rooms, shall extend a minimum of 1 inch above the floor.
 - 1. Piping requiring sleeves: Copper pipes thru masonry walls
- B. Provide chromium-plated escutcheon plates for exposed uninsulated pipes projecting through floors or walls in finished spaces. Mechanical rooms and janitor closets are not considered "finished" spaces.
- C. Hang piping so equipment, flanges, and connections do not bear weight of piping.
- D. Adequately support vertical lines at their bases or by a suitable hanger placed in horizontal line near riser or by a base fitting set on pedestal.
- E. Pipes not to be hung or supported by pumps. No torque to be applied to pumps by connecting pipes. After final pipe adjustments and initial operation of the pumps, this Contractor to recheck alignment of pumps and realign as required.
- F. Run piping in straight lines; riser lines to be plumb with such offsets only as indicated or necessary. No sagging of lines permitted.
- G. Unless otherwise shown on drawings, lines to be installed to drain to sumps or sewer.
- H. Ream pipe after cutting to full bore. Remove foreign matter from inside of pipe before installing. Keep installed piping free from dirt and scale and protect open ends from foreign matter. Use temporary plugs or other approved methods of open end closure.

- I. Threads to be right-hand, pipe standard, clean cut, full depth, and tapered. Joints to be made tight without caulking. Approved pipe joint lubricant to be used, applied in thin layer to the male thread only.
- J. Install copper fittings with suitable flux and 95/5 lead free solder. Type K copper pipe to be joined by means of suitable flux and silver or phos-copper.
- K. Piping to have sufficient number of flanges or unions for convenient installation and removal of piping and equipment.
- L. Remake or replace defective, leaking, or otherwise unsatisfactory joints or material. Peening, caulking, or doping of piping is not permitted.
- M. Install piping to prevent stresses and strains to piping and hangers from expansion or contraction. Provision for proper loops, offsets, or expansion joints to be responsibility of Contractor. Make provision for servicing and removal of equipment without dismantling piping.

3.5 PIPING IN TRANSFORMER, ELECTRICAL, AND ELEVATOR EQUIPMENT ROOMS:

- A. Refer to drawings. No water piping permitted in transformer, electrical, or elevator equipment rooms.

3.6 VALVE ACCESS:

- A. Locate all shutoff and control valves for easy access and operation. Where valves must necessarily be located in enclosed spaces, they shall be provided with access panels of sufficient size for operation. Furnish these access panels to proper trades for installation.

END OF SECTION

SECTION 22 11 19 - DOMESTIC WATER BACKFLOW PREVENTERS, TRAP PRIMERS, AND SHOCK ABSORBERS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. This section includes requirements for:
 - 1. Shock absorbers.
 - 2. Trap primers.
 - 3. Equipment connection backflow device.
 - 4. Vacuum breakers.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Acceptable manufacturers are indicated in subsequent paragraphs.
- B. All products used for dispensing potable drinking water must be lead free and meet the requirements of NSF 61 and NSF 372 test standards via third party testing and certification.

2.2 SHOCK ABSORBERS:

- A. Acceptable Manufacturers: Josam, Wade, J.R. Smith, Precision Products, Zurn, or Sioux Chief.
- B. Refer to drawings for placement and size of shock absorbers.
- C. Access Covers: Minimum size 12" x 12" located for access to shock absorbers.

2.3 TRAP PRIMERS:

- A. Acceptable Manufacturers: Josam, Zurn, Wade, J.R. Smith or Precision Plumbing Products.
- B. Construct trap primer valve of all bronze, chrome plated with removable operating parts, integral vacuum breaker, and gasketed access cover.
- C. Access Covers: Minimum size 12" x 12" located for access to trap primers.

2.4 EQUIPMENT CONNECTION BACKFLOW DEVICE:

- A. Acceptable manufactures: McCann Engineering ASSE 1022 Backflow Preventer.
- B. Must meet ASSE 1022

- C. Provide the above referenced backflow device if beverage equipment does not have integral backflow device.

2.5 VACUUM BREAKERS:

- A. Wilkins model 420

PART 3 - EXECUTION

3.1 INSTALLATION AND TESTING:

- A. Shock Absorbers:
 - 1. Install shock absorbers above ceiling, outside wall so access and maintenance can be performed without disturbing walls and non-liftouts ceilings.
 - 2. Install shock absorbers on all flush valves, solenoid valves and quick closing devices.
 - 3. Test and certify shock absorbers by plumbing and drainage institute.
- B. Trap Primers: Trap primers to have approval of plumbing and drainage institute.
- C. Equipment Connection Backflow device: Provide on all water lines feeding coffee makers, ice machines and beverage dispensers.
- D. Vacuum Breakers: Provide on water lines feeding equipment to protect against back siphonage of contaminated water.

END OF SECTION

SECTION 22 11 23 - DOMESTIC WATER PUMPS

PART 1 - GENERAL - NOT APPLICABLE

PART 2 - PRODUCTS

2.1 HOT WATER RECIRCULATING PUMP:

- A. Acceptable Manufacturers: Taco, Grundfos, Pentair Aurora, or Bell and Gossett.
- B. Model number, capacity, and electrical characteristics as scheduled on drawings.
- C. Provide in-line pump with all bronze construction, flange connections, hardened steel shaft, bronze impeller, and mechanical seal.
- D. Provide flexible coupled motor with thermal overload protection Support motor from pump casing.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Verify location and clearance requirements.
- B. Install in accordance with manufacturers' published installation instructions.

3.2 START-UP AND TEST:

- A. Start-up pump, verify integrity of connection, electrical phasing.
- B. Test pumps in operation under design load conditions.

END OF SECTION

SECTION 22 13 16 - SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Submit pipe and fittings and have approved before starting installation. Pipe and fittings to be new, manufactured domestically, and marked clearly with manufacturers' name, weight, and classification or working pressure.
- B. Piping to run approximately as shown on drawings or as structural and architectural conditions permit.

PART 2 - PRODUCTS

2.1 STEEL PIPES:

- A. Standard-weight galvanized steel pipe: Waste, vent, and drainage piping 1-1/2" and smaller.

2.2 STEEL PIPE FITTINGS:

- A. Flanges, fittings, unions and other products recognized as regularly available products to be marked in accordance with MSS SP-25. Markings on products of small size or shape may be omitted in the sequence allowed by MSS SP-25, except manufacturers' name or trademark.
- B. Fittings to be factory-forged in USA and shall not have been machined, remarked, painted, or otherwise produced domestically from non-domestic forgings.
- C. Fittings 1-1/2" and smaller to be threaded, Class 150, standard, malleable iron fittings, conforming to ANSI B16.3 and ASTM A-197.
- D. Fittings for galvanized steel pipe to be same as above except have galvanized coating. Fittings for waste, vent, and drainage piping to be drainage pattern type.
- E. Flanges to be factory forged in U.S.A.
- F. Unions to be Class 150 malleable iron with bronze-to-iron ground joint conforming to ANSI B16.39, ANSI B1.20.1, and ASTM A-197.
- G. Bolting materials to be semi-finished carbon steel bolts and hex nuts conforming to ASTM A-307. Threads and dimensions to be in accordance with ANSI B1.1 and B18.2.
- H. Thread lubricant to be Crane "Formular 425" or equal. Approved Teflon tape may be used at Contractor's option.
- I. Gaskets to be 1/8" thick "Sepco" or equal.

2.3 CAST IRON SOIL PIPE:

- A. Standard weight cast iron soil pipe with drainage fittings:
 - 1. Waste, drainage, and vent lines 2" and larger located above slab and below grade where servicing Boiler Rooms, Central Sterile and Food Prep/Dishwash. All pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute  and listed by NSF® International.
 - 2. Drain lines under concrete or other paving and under buildings, including to a distance of not less than 5'-0" from building. All pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute  and listed by NSF® International.
 - 3. Manufacturers: Charlotte Pipe and Foundry, Tyler Pipe, AB&I Foundry.
 - 4. Joints in cast iron soil pipe may be hub and spigot with neoprene compression gaskets conforming to ASTM C564 or "No-hub". No-hub shall not be permitted on underground systems. No-hub couplings shall be standard CISPI 310 couplings manufactured with 300 series stainless steel and neoprene rubber sleeve.

2.4 PVC PIPE:

- A. Schedule 40 PVC DWV pipe, ASTM D-2665 solid wall Type 1, Grade 1. Schedule 40 DWV waste and drainage piping below grade ONLY. PVC piping not permitted within Boiler Room, Central Sterile or Food Prep/Dishwashing areas.
- B. Fittings to match piping system. Fittings to have manufacturer's trademark permanently identified in accordance with MSS-SP-25. Supplier to include with submittal data certification that fittings and flanges have met requirements.
- C. Joints for piping to be made with tetrahydrofuron solvent cement. Joints to be in accordance with manufacturer's recommendations.
- D. Pipe, fittings, and cement to all be supplied by single manufacturer for entire project.
- E. All solvent cements shall be low emitting VOC at 510 g/L or less.

2.5 HANGERS:

- A. Non-insulated steel piping 1-1/2" and smaller with no longitudinal movement to be Grinnell Figure 260, MSS SP-69 Type 1, adjustable clevis hanger.
- B. Non-insulated cast iron soil pipe thru 8" to be Grinnell Figure 104, MSS SP-69 TYPE 6, adjustable swivel ring, split ring type, and pipe 10" thru 15" Grinnell Figure 260, MSS SP-69 TYPE 1, adjustable clevis hanger.
- C. Non-insulated PVC pipe 1/2" O.D. thru 4" O.D. with no longitudinal movement to be Grinnell Figure CT-99C, MSS SP-69 TYPE 9, plastic coated adjustable tubing ring hanger.
- D. Support PVC pipe risers by Grinnell Figure CT-121C, MSS SP-69 TYPE 8, plastic coated riser clamps at floor penetrations.

- E. Support steel pipe risers by Grinnell Figure 261, MSS SP-69 TYPE 8, riser clamps at floor slab penetrations.
- F. Support three or more parallel lines by trapeze hangers utilizing Unistrut channel or equal in bottom mounting arrangement with rod hanging support.
- G. Adequately size hangers on insulated piping for insulation to pass continuously through hangers. Insulated piping to be supported outside insulation covering.
- H. Provide concrete inserts, Grinnell Figure 282, MSS SP-69 TYPE 18, universal concrete insert, for attaching hangers to building structure. Inserts to be adequately sized and correctly positioned to support piping, valves, etc., when full of water and system is in operation.
- I. Provide C-clamps with locknut, Grinnell Figure 86, MSS SP-69 TYPE 23, where piping is to be hung from steel beams. Welding hanger rods to steel members is not permitted. Provide malleable beam clamps, Grinnell Figure 218, MSS SP-69 TYPE 30, with extension piece, Grinnell Figure 157, where piping is hung from bar joist.
- J. Support all piping by heavy steel, adjustable hangers, or brackets suitably fastened to structural portion of building. Place hangers in accordance with following.
 - 1. Steel Pipe Supports
 - a. Size (in.): 1-1/4, Distance Between Supports (ft.) 8.
 - b. Size (in.): 1-1/2 Distance Between Supports (ft.) 10.
 - 2. PVC and Cast Iron Supports: Support each fitting, at intervals of not more than 5 feet, and at least at each joint.
- K. Perforated metal, strap iron, or band iron hangers are not permitted. Offsets in hangers are not allowed. Pipe risers to be supported at regular intervals in pipe shafts within the limits of good practice.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install piping not to interfere with opening of doors or other moving parts. Do not install piping near or directly over any portion of electrical equipment.

3.2 FIRE-RATED PARTITIONS:

- A. Provide permanent firestop system at all piping penetrations of fire-rated walls and floors. Review details on drawing as well as this specification for permissible firestop systems. The firestop system shall have been tested and approved in accordance with ASTM E119 and U.L. 1479 (ASTM E814) and classified for up to 2 hours fire rating. Firestop system shall be type detailed on drawings or intumescent type capable of expanding up to 8 times its original volume. Firestop system to be 3M, Hilti, Nelson, Johns Manville, or Specified Technologies. Firestop system shall be installed in strict accordance with published U.L. approved installation instructions. Piping to pass through the fire-rated partition insulated or non-insulated as

specified and detailed. Submit U.L. approved installation drawing for each type of penetration prior to construction.

3.3 NON-RATED PARTITIONS:

- A. Piping to pass through the walls insulated or non-insulated as specified. Wall should be finished to fit neatly around the piping. Firestopping is not required at non-rated partitions.
- B. Provide chromium-plated escutcheon plates for exposed uninsulated pipes projecting through floors or walls in finished spaces. Mechanical rooms and janitor closets are not considered "finished" spaces.
- C. Hang piping so equipment, flanges, and connections do not bear weight of piping.
- D. Adequately support vertical lines at their bases or by a suitable hanger placed in horizontal line near riser or by a base fitting set on pedestal.
- E. Pipes not to be hung or supported by pumps. No torque to be applied to pumps by connecting pipes. After final pipe adjustments and initial operation of the pumps, this Contractor to recheck alignment of pumps and realign as required.
- F. Run piping in straight lines; riser lines to be plumb with such offsets only as indicated or necessary. No sagging of lines permitted.
- G. Unless otherwise shown on drawings, lines to be installed to drain to sumps or sewer.
- H. Ream pipe after cutting to full bore. Remove foreign matter from inside of pipe before installing. Keep installed piping free from dirt and scale and protect open ends from foreign matter. Use temporary plugs or other approved methods of open end closure.
- I. Threads to be right-hand, pipe standard, clean cut, full depth, and tapered. Joints to be made tight without caulking. Approved pipe joint lubricant to be used, applied in thin layer to the male thread only.
- J. Piping to have sufficient number of flanges or unions for convenient installation and removal of piping and equipment.
- K. Remake or replace defective, leaking, or otherwise unsatisfactory joints or material. Peening, caulking, or doping of piping is not permitted.
- L. Install piping to prevent stresses and strains to piping and hangers from expansion or contraction. Provision for proper loops, offsets, or expansion joints to be responsibility of Contractor. Make provision for servicing and removal of equipment without dismantling piping.

3.4 PIPING IN TRANSFORMER, ELECTRICAL, AND ELEVATOR EQUIPMENT ROOMS:

- A. Refer to drawings. No water piping permitted in transformer, electrical, or elevator equipment rooms.

3.5 GRADES AND ELEVATIONS:

- A. Uniformly grade sanitary drainage lines to elevations shown. If no elevations are given, pitch sewers not less than 1/8" per foot.

END OF SECTION

SECTION 22 13 19 - SANITARY WASTE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. This section includes requirements for:
 - 1. Cleanouts.
 - 2. Grease interceptors.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Acceptable manufacturers are indicated in subsequent paragraphs.

2.2 CLEANOUTS:

- A. Acceptable Manufacturers: Josam, Wade, J.R. Smith, or Zurn. The following model numbers listed are Zurn.
- B. Exterior: ZN-1402-BP-HD cast iron cutoff ferrule with round nickel bronze scoriated frame and cover, secured.
- C. Finished Concrete Floor: ZN-1400-HD-BP inside caulk round nickel bronze scoriated frame and cover.
- D. Resilient Tile Floor: ZN-1400-X-BP inside caulk round nickel bronze scoriated frame and cover, secured.
- E. Carpet: ZN-1400-CM-BP inside caulk round nickel bronze scoriated frame and cover; provide carpet marker and permanent marker in ceiling above.
- F. Wall: ZN-1441-BP cast iron cleanout with bronze plug and round stainless steel cover.
- G. Access Covers: Minimum size 12" x 12" located for access to valves, shock absorbers, trap primers, wall cleanouts, etc.
- H. Furnish cleanouts occurring in waterproof floors with clamping devices.

2.3 GREASE INTERCEPTOR:

- A. Acceptable Manufacturers: Zurn, J.R. Smith, Wade, Josam, Mifab.
- B. Model number, capacity, and appurtenances as indicated on drawings.

PART 3 - EXECUTION

3.1 INSTALLATION AND TESTING:

A. Cleanouts:

1. Locate line size cleanouts, except 4" largest required, at base of all soil and waste stacks, at all changes in direction and in straight runs. Ensure spacing in straight runs does not exceed 50 feet inside building and 100 feet outside the building.
2. Extend inaccessible cleanouts up through floor and/or wall provided easy accessibility cannot be obtained otherwise.

B. Grease Interceptors:

1. Locate for easy access and cleaning.
2. Obtain approval from local and state health department.

END OF SECTION

SECTION 22 42 13 - COMMERCIAL PLUMBING FIXTURES

PART 1 - GENERAL

1.1 MANUFACTURERS:

- A. Provide plumbing fixtures and drains as listed on drawings and described herein. Fixture numbers are Kohler products. Equal fixtures by Zurn, American Standard, Crane or Sloan will be considered equivalents.
- B. All drainage products to be Josam, Zurn, J.R. Smith, MIFAB, Wade or Watts. All drains installed above slab to be complete with clamping device.
- C. Stainless steel sinks shall be Just, Elkay, or Kohler.
- D. Flush valves shall be Zurn-AV or Sloan Royal, no exceptions.
- E. Pressure balancing shower valves shall be Symmons, Leonard (Pam II), or Powers Hydro Guard T/P 700 series.
- F. Commercial or public faucets shall be Zurn, Chicago Faucets, Symmons, Kohler, American Standard, or Speakman.
- G. Gooseneck faucets shall be Zurn, Chicago Faucet, T & S, Kohler, American Standard, or Speakman.
- H. Fixture supplies, stops, and traps to be commercial grade McGuire, E.B.C., Zurn, or approval equal. Traps to be 17 gauge with wall flange. Supplies and stops to be heavy pattern with wheel handle unless noted otherwise.
- I. Water closet seats shall be Bemis, Church, Kohler, Beneke, or Olsonite.
- J. Thermostatic mixing valves shall be Symmons, Holby, Powers, or Leonard.
- K. China or enamel fixtures to be white color, unless otherwise noted.
- L. All wall-mounted lavatories shall be capable of supporting a minimum vertical load of 250 pounds. Install wall-mounted lavatories with floor-anchored carriers which fit in standard stud walls.
- M. All products used for dispensing potable drinking water must be lead free and meet the requirements of NSF 61 and NSF 372 test standards via third party testing and certification.

PART 2 - PRODUCTS

2.1 FIXTURES:

- P-1 Water Closet - Public, Floor Mounted, Barrier-Free, 1.6 Gallon:
Kohler K-96057
Kohler K-4670-C seat
Zurn Z-6000-AV-WS1
- P-2 Lavatory, Wall Hung, Barrier-Free, Public:
Kohler K-2005
Symmons S-20 single lever faucet
Wilkins Model 38-ZW3870- XL-T mixing valve
Zurn Z8746 offset grid drain
Zurn ZH8822-XL-LR supplies
Jay R. Smith Figure 2698 Prime-eze water saver trap primer
Zurn Z8946-3 trap wrap kit
Install lavatory 34" from rim to finished floor
Zurn wall carrier
- P-3 Double Compartment Sink, Kitchen Faucet:
Elkay DLR-332212
Kohler Crue K-22972 Pull-down single-handle kitchen faucet
Wilkins Model 38-ZW3870-XL-T mixing valve
Zurn Z8740 basket drains
Zurn ZH8822-XL-LR supplies
Zurn Z8752 continuous waste, 17 ga.
Zurn Z8702 p-trap
Insinkerator Light Duty Model LC-50 Commercial Disposer
- P-4 Lavatory, Wall Hung, Public:
Kohler K-2005
Symmons S-20 single lever faucet
Wilkins Model 38-ZW3870-XL-T mixing valve
Zurn Z8743 grid drain
Zurn ZH8822-XL-LR supplies
Zurn Z8700 p-trap
Zurn wall carrier
- P-5 Ice Machine Connection:
Oatey No. 39140 metal ice maker box with metal face plate
Box with valve and water hammer arrestor
- P-6 Floor Drain, Regular:
Zurn ZN-415-P-Y B strainer, nickel bronze top, trap primer, sediment bucket
- P-7 Open Hub Drain:
Zurn Z1870

PART 3 - EXECUTION

3.1 REQUIREMENTS:

- A. Water closets shall be installed complete with wall carriers, wax rings, bolt caps, and flush valves (or float valves).
- B. Elevated vacuum breakers, where specified, shall be installed 7'-6" above the finished floor.
- C. Countertop sinks shall be installed complete with required mounting rim or clips.
- D. After installation, all fixtures shall be cleaned and labels removed. Where fixtures are in contact with walls, floors, or countertops, caulking shall be applied. Caulking shall be General Electric white silicon sanitary sealant.
- E. Water closets identified on plans as barrier free fixtures shall have the flush valves installed per American Disabilities Act. Flush valves shall have the handle installed on the wide side of the stall. Coordinate with the architectural drawings.
- F. Non pre-fabricated showers shall have chloraloy 240 brand non-plasticized chlorinated polyethylene concealed waterproofing membrane .040 inch thick. Installation shall be per manufacturers recommendations.
- G. At each floor drain installed above slab on grade, install a 36" x 36" apron equal to chloraloy 240 brand non-plasticized chlorinated polyethylene concealed waterproofing membrane, .040 inch thick, waterproofing membrane to be installed per manufacturers recommendations.

END OF SECTION

SECTION 23 01 00 - GENERAL PROVISIONS OF HVAC SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide all labor, materials, tools, and services for a complete installation of equipment and systems contained in contract documents.
- B. Principal features of work included are:
 - 1. Heating, ventilating, and air-conditioning system.
 - 2. Control system including line and low voltage control wiring and conduit.
 - 3. Demolition of existing equipment, ductwork, and piping.

1.2 RELATED WORK:

- A. Electrical power and interlock and control wiring and conduit.
- B. Kitchen equipment.
- C. Field painting of equipment, ductwork, and piping.

1.3 GENERAL:

- A. The contract documents form a guide for a complete system. Provide all items necessary to provide a complete system but not specifically mentioned, such as hangers, transitions, offsets, and drains.
- B. Layouts indicated on drawings are diagrammatical only. Coordinate exact location of equipment, ductwork, and piping to eliminate conflict with other divisions. Designer reserves right to make reasonable changes in location of equipment, ductwork, and piping prior to construction. Coordination drawings shall be submitted prior to any equipment/systems being installed to ensure that installation conflicts between trades are minimized.
- C. Should Contractor find during progress of work that in his judgment existing conditions make desirable a modification, report such item promptly to Designer for instructions. Do not make deviations from contract documents without review of Designer.
- D. Supervise all work with a competent mechanic specifically qualified in mechanical discipline.

1.4 PERMITS:

- A. Secure and pay for permits, licenses, and inspections for work under this division.

1.5 CODES:

- A. Comply with all pertinent local, state, and national codes. Refer to Division 01.

1.6 STANDARDS:

- A. Comply with all pertinent standards. This list is provided as a convenience to Contractor and is not to be considered all inclusive.
 - 1. Sheet Metal and Air-Conditioning Contractors National Association (SMACNA).
 - 2. American Gas Association (AGA).
 - 3. Air Moving and Conditioning Association (AMCA).
 - 4. Air-Conditioning, Heating and Refrigeration Institute (AHRI).
 - 5. American Society of Mechanical Engineers (ASME).

1.7 SUBMITTALS:

- A. Submit for review complete brochures and shop drawings for materials and equipment proposed in accordance with Division 01.
 - 1. Brochures: Submit complete descriptions, illustrations and specification data for materials and equipment proposed. Clearly indicate proposed items when other items are shown on same sheet. Submit samples on request and/or set up for inspection. Samples will be returned to Contractor.
 - 2. Submittals shall be submitted in line by line format. Each submittal shall be provided with a cover letter and supporting documentation indicating how the submittal meets each line of the referenced specification section. All discrepancies between the construction documents and the submitted product shall be clearly identified for engineer evaluation.
 - 3. If a product other than the basis of design is rejected by the engineer for any reason, the Contractor shall provide the basis of design product at no additional cost to the Owner.
 - 4. Shop Drawings:
 - a. Control systems.
 - b. Complete equipment, ductwork, and piping systems in equipment rooms.
 - c. Complete equipment, ductwork, and piping systems in entire building.
 - d. Owner furnished equipment rough-in layouts.
 - e. Kitchen hood and grease exhaust ductwork systems.
 - f. Firestop systems.

1.8 PROJECT MAINTENANCE MANUALS:

- A. Prior to final acceptance of project, provide Owner with bound maintenance manuals in accordance with Division 01.

1.9 PROJECT TECHNICAL INSTRUCTION:

- A. Prior to final inspection of project, provide technical instruction to Owner as follows:
 - 1. Field Instruction: Provide explanation of how systems and equipment are to operate during each season and during emergencies.

2. Field Demonstration: Demonstrate operation and routine maintenance for systems and equipment.

1.10 PROTECTION:

- A. Protect all materials and equipment in accordance with Division 01.
- B. The contractor must take appropriate precautions, during construction, to prevent unnecessary dust and debris from getting into air and water handling systems by covering equipment, controls and open-ended ducts and pipes as the installation progresses.

1.11 CONSTRUCTION RECORD DOCUMENT:

- A. Provide construction record documents in accordance with Division 01. Keep at the project one set of drawings and daily record changes at the time they are made. Give drawings to Owner at project completion.

1.12 EXISTING SERVICES:

- A. Maintain existing services in operation during construction. Coordinate and schedule all service interruptions with Owner.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. Provide materials and equipment of domestic manufacture bearing the U.L. label when such label is available.

PART 3 - EXECUTION

3.1 COORDINATION:

- A. Coordinate work in accordance with Division 01. Coordinate locations of equipment, ductwork, and piping to eliminate conflict with other divisions.
- B. Carefully examine contract documents to be thoroughly familiar with items which require plumbing or mechanical connections and coordination.
- C. Provide proper chases and openings. Place sleeves and supports prior to pouring concrete or installation of masonry.

3.2 CUTTING AND PATCHING:

- A. Repair or replace routine damage caused by cutting in performance of contract.
- B. Correct unnecessary damage caused due to installation of mechanical work.
- C. Perform repairs with materials that match existing in accordance with the appropriate section of these specifications.

3.3 FLASHING, COUNTERFLASHING, AND SEALING:

- A. Flash, counterflash, and seal ductwork and piping at penetrations of roofs and outside walls.

3.4 TRENCHING, EXCAVATION AND BACKFILLING:

- A. Provide trenching, excavation, and backfilling necessary for performance of mechanical work accordance with Division 02.
- B. Trenching and excavation of rock to be as described in Division 02.
- C. Excavate to a depth at least 6" below bottom of pipe and a minimum of 36" above top of pipe. Fill below pipe, around pipe, and minimum of 12" above pipe with sand or Class "B" crushed stone tamped firm and even. Provide topsoil for final layer of dirt (12" minimum). Provide 6" spacing between pipes and between pipe and trench sides. Hand-grade with batterboards placed every 25'. Backfill by hand. Do not use rock or stone above sand or Class "B" crushed stone.

3.5 CONNECTION TO EQUIPMENT:

- A. Rough-in and connect to kitchen equipment and Owner furnished equipment and provide a shutoff valve and union at each connection. Operating valves and/or controls for this equipment will be provided as an integral part of the equipment. Do not rough-in until shop drawings showing rough-in locations have been reviewed by Designer.

3.6 FOUNDATIONS AND PADS:

- A. Provide foundations, pads, and bases required for equipment. Concrete to be in accordance with concrete division of specifications.
- B. Coordinate proper sizes and locations of foundations, pads, bases, anchors, supports, and other items to be built into structure.

3.7 IDENTIFICATION:

- A. Identify exposed or accessible piping with stenciling contents indicating pipe contents and direction of flow on piping not more than 20 feet apart, at valves, at access panels, and at least once above each space.

- B. Contractors option to identify exposed or accessible piping with snap-on or strap-on type markers. Color code markers in accordance with ANSI. Indicate pipe contents and direction of flow on marker. Install markers on piping not more than 20 feet apart, at valves, at access panels, and at least once above each space.
- C. Buried lines need not be marked.
- D. Identify all mechanical equipment with engraved brass, aluminum, or stainless steel nameplates or tags. Use equipment names and numbers appearing in schedules on drawings. Fasten nameplates to equipment using screws. Glue or adhesive is not acceptable. Fasten tags to equipment using brass, aluminum or stainless steel chains.
- E. Frame and mount control diagrams and sequences in each equipment room. Use non-fading black and white prints encased in aluminum frame with plexiglass cover.

3.8 CLEANING:

- A. Thoroughly clean ductwork and equipment casings before fans and filters are operated.
- B. Repair damaged factory finishes covering all bare places and scratches.

3.9 TESTING:

- A. Test all installed equipment and systems and demonstrate proper operation. Correct and retest work found defective when tested.
- B. Thoroughly check piping system for leaks. Do not add any leak-stop compounds to the system. Make repairs to piping system with new materials. Peening, doping, or caulking of joints or holes is not acceptable.
- C. Conduct air or smoke test if in opinion of Designer reasonable cause exists to suspect leakage or low quality workmanship.
- D. Vibration Tests:
 - 1. Test vibration isolation system in accordance with methods and procedures described in the Testing, Adjusting, and Balancing Chapter in the latest edition of ASHRAE Applications Handbook.
 - 2. Verify all vibration isolation systems are free floating and not short circuited by any connection between equipment and building structure.
 - 3. Operate mechanical systems and verify visually and audibly that there is no excessive vibration or noise generated by the system.

3.10 SYSTEM TESTING, ADJUSTING, AND BALANCING (TAB):

- A. Procure services of an independent testing, adjusting, and balancing agency to test, adjust, and balance mechanical systems. Submit TAB agency for review. Provide references of at least five completed projects of similar size and scope. TAB agency to be certified member of

Associated Air Balance Council (AABC) or National Environmental Balancing Bureau (NEBB).

- B. Begin TAB after system has been completed and is in full working order. Place mechanical systems into operation and continue operation during each working day of TAB. Work performed by TAB agency to be under direct supervision of qualified TAB technician. Accurately calibrate and maintain in good working order instruments used in performance of TAB.
- C. Air System Testing, Adjusting, and Balancing:
 - 1. Set controls so air terminal units are operating at maximum design airflow.
 - 2. Verify proper fan rotation.
 - 3. Adjust fan RPM to design requirements.
 - 4. Record rated and actual motor full load amps.
 - 5. Make pitot tube traverse of main ducts and obtain design CFM at fans.
 - 6. Record system suction and discharge static pressures.
 - 7. Adjust system for design CFM supply air.
 - 8. Adjust system for design CFM return air.
 - 9. Adjust system for design CFM outside air.
 - 10. Adjust system for design CFM exhaust air.
 - 11. Verify maximum and minimum supply cfm for each air terminal unit and adjust as required to design cfm.
 - 12. Adjust each air device to within 10% of design cfm. Adjust air devices to minimize drafts and noise. Identify each air device location and area served.
 - 13. After adjustment of air terminal units and air devices, recheck fan cfm, static pressures, and motor full load amps.
 - 14. Record design, initial, and final readings for each fan, air terminal unit and air device.
 - 15. As recommended by TAB agency, Contractor to make changes in fan drives and add balancing dampers at no additional cost to provide proper balance.
- D. Water System Testing, Adjusting, and Balancing:
 - 1. Verify proper pump rotation.
 - 2. Examine water system and determine if system has been treated and cleaned as previously specified.
 - 3. When determined system water is clean, charge expansion tank.
 - 4. Set pumps to design gpm.
 - 5. Record pump suction, discharge, and total head.
 - 6. Record rated and actual motor full load amps.
 - 7. Adjust each flow balancing valve to design gpm using flow balancing and measuring devices.
 - 8. After adjustment of flow balancing valves, recheck settings at pumps.
 - 9. Record design, initial, and final readings for each pump.
- E. Perform work, record data, and submit complete TAB report to Designer for review upon completion.
- F. Designer may request a recheck or resetting of any item listed in report. Provide tests Designer may request.
- G. Designer will accept job on basis of tests and inspections. A representative of TAB agency and control system manufacturer is to be in attendance to assist final inspection. Furnish necessary

mechanics to operate system, make any necessary adjustments, and assist with final inspection. In addition to requirements of Division 01, complete the following before requesting a final inspection.

1. Work required under this division of specifications.
2. System testing, adjusting, and balancing.
3. Control system commissioning.
4. Furnish required project maintenance manuals and control diagrams and sequences.

END OF SECTION

SECTION 23 05 13 - ELECTRIC MOTORS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide and install electric motors for mechanical and plumbing equipment.

1.2 SUBMITTALS:

- A. Submittal data is NOT required for products under this section as separate items. It is assumed they will be reviewed with appropriate equipment submittal.

PART 2 - PRODUCTS

2.1 MOTORS:

- A. Electric motors shall be new NEMA Standard, sized and designed to operate at full load and full speed continuously without causing noise, vibration, and temperature rise in excess of their rating.
- B. Motors on belt driven equipment shall have slide rails with adjusting screws for belt tension adjustment. Motors exposed to the weather shall be weather protected.
- C. High efficiency electric motors shall be provided for all motors 3 horsepower and greater. Any motor used with a variable speed motor controller shall be high efficiency type and VFD compatible.
- D. High efficiency motors shall have efficiency and losses determined in accordance with the latest revisions of IEEE Standard 112. Polyphase squirrel-cage motors rated 1 through 125 horsepower shall be tested by dynamometer method B. The efficiency shall be determined using segregated losses in which stray load loss is obtained from a linear regression analysis to reduce the effect of random errors in the test measurements. Guaranteed minimum full load efficiency shall be as follows:

MINIMUM NOMINAL FULL-LOAD EFFICIENCY (%)		
	Open Motors	Enclosed Motors
Number of Poles	4	4
Synchronous Speed (RPM)	1750	1750
Motor Horsepower		
3	86.5	87.5
5	87.5	87.5
7.5	88.5	89.5
10	89.5	89.5
15	91.0	91.0

20	91.0	91.0
25	91.7	92.4
30	92.4	92.4
40 – 75	93.0	93.0
100 above	94.1	94.5
Refer to Latest Edition of ASHRAE 90.1 for other motor rpm and efficiencies.		

- E. Motor sound power levels shall not be greater than recommended in NEMA M61-12.49.
- F. Motors shall be provided with drive shafts long enough to extend completely through belt sheaves.
- G. Motor characteristics shall be as follows:
 - 1. 120V/1/60 Hz: Capacitor start, open drip-proof type, ball bearing, rated 40 degrees C. continuous rise.
 - 2. 208V/3/60 Hz: NEMA Design B, normal starting torque, single speed, squirrel cage type, open drip-proof, rated 40 degrees C. continuous rise, with ball bearings rated for B-10 life of 100,000 hours and fitted with grease fittings and relief ports. Provide motors with aluminum end brackets with steel inserts in bearing cavities.

PART 3 - PRODUCTS

3.1 INSTALLATION:

- A. Arrange and set motors.
- B. Line up motors on direct drive equipment using dial type gauges.
- C. Electrical Contractor to make connections and test motor for proper rotation/phasing.

3.2 ADJUSTMENTS:

- A. All motors together with driven equipment shall be statically and dynamically balanced by equipment supplier, start-up representative, or this contractor using approved balancing equipment. Fan vibration should be limited to manufacturers' recommendations, but should not exceed 2 mils in any case.

END OF SECTION

SECTION 23 05 49 - BASIC MATERIALS AND METHODS FOR HVAC

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Work required under this section of the specifications consists of basic materials and methods applicable to work under Division 23.

PART 2 - PRODUCTS

2.1 VIBRATION ISOLATION:

- A. Isolate equipment as shown on drawings and as specified herein with factory-fabricated vibration isolators in accordance with recommendations in the latest edition of ASHRAE Applications Handbook. Isolators shall be manufactured by Kinetics, Mason Industries, or approved substitute. Provide isolators by a single manufacturer. Provide isolators of proper sizes and weight loading to meet the requirements. Provide isolators as follows:
 - 1. Floor-mounted fiberglass or neoprene rubber pads, Kinetics Model KIP.
 - 2. Spring and rubber hangers, Kinetics Model SFH or SRH.

2.2 V-BELT DRIVES:

- A. Provide all fan drives with V-belts rated for 150% of nameplate motor horsepower. Provide adjustable pitch motor sheaves for motor sizes through 20 hp. For motor sizes 25 hp and larger provide fixed pitch motor sheaves after balancing to within plus 5% of design air quantity. Select motor sheaves so centerline does not extend past end of motor shaft and such that motor bearing grease fitting and relief port is not obstructed.
- B. Provide belt guards for all belt driven equipment. Provide expanded metal cover with access to driven shaft for tachometer.

2.3 FOUNDATIONS AND PADS:

- A. Provide foundations, pads, and bases required for equipment. Concrete to be in accordance with concrete division of specifications.
- B. Coordinate proper sizes and locations of foundations, pads, bases, louvers, anchors, supports, and other items to be built into structure.

2.4 FASTENINGS TO STRUCTURES::

- A. Provide structural fastening devices for equipment, materials, piping and ductwork. Devices to be concrete inserts, expansion shields and lag bolts, and through bolts-washers-nuts. All bolted devices to use jamb nuts. Inserts to be continuous type as manufactured by Unistrut or approved substitute. Install per manufacturer's published installation instructions in lengths to suit specific application, complete with spring nuts, end caps, and plastic coated filler to prevent concrete seepage.
- B. Use of power drive "shot-pins" is permitted only for ducts 20" in width and smaller and single pipes 1" and smaller.

2.5 ACCESS PANELS

- A. Provide ceiling and wall access panels for installation by other Divisions. Coordinate locations so panels will provide proper access to equipment served. Notify Designer of proposed wall or ceiling access panel locations prior to installation of such panels. Minimum size: 24" x 24".
- B. Panels shall be manufactured by Bilco or approved substitute. Provide panels with minimum 16 gauge steel construction with screwdriver operated locks and primer finish.
- C. Provide fire-rated panels for installation in fire-rated partitions.

PART 3 - EXECUTION - NOT APPLICABLE

END OF SECTION

SECTION 23 07 10 - INSULATION

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Contractor shall provide all necessary labor, materials, tools, and equipment to perform work required on the drawings and specified herein.
- B. Certain equipment and/or systems to be factory insulated by manufacturer. Factory insulation materials to be as specified in applicable sections of the specifications.
- C. All pipe fittings, valves, and strainers in insulated pipe systems to be insulated.
- D. Thermal resistance "R" values used herein are expressed in units of "Hour, Degrees F., Sq. Ft./BTU per Inch of Thickness" on a flat surface at a mean temperature of 75 degrees F.
- E. Note that where electric cable wrap is called for, insulation is to be applied over cable.
- F. "Contractor's Option" referred to in Materials below indicates optional materials which may be used as equals.

1.2 DEFINITIONS:

- A. "Exposed" equipment, ducts, and piping are areas which will be visible without removing ceilings or opening access panels.
- B. Outdoors is considered exposed to the weather.
- C. Underground is buried, whereas in a trench below grade is considered concealed.

1.3 CERTIFICATION/QUALITY ASSURANCE:

- A. Products shall meet applicable national, state, and local building codes and be U.L. (or other recognized testing lab) listed for intended service.
- B. All insulations, jackets, adhesives, coatings, sealers, and tapes shall have a flame spread rating of 25 or less and smoke development rating of 50 or less when tested in accordance with ASTM E-84, NFPA 225, U.L. 723, and further must meet the requirements of NFPA 90-A and applicable building, plumbing, and mechanical codes.

- C. All insulation materials shall be delivered and stored in manufacturers' containers and kept free from dirt, water, chemical, and mechanical damage.
- D. Insulation shall be applied in a workmanlike manner by experienced, qualified tradesmen.
- E. Insulation shall not be applied until all pressure testing has been completed, inspected, and released for insulation application.
- F. Surfaces shall be clean and dry.
- G. Insulation joints shall be butted firmly together and all jackets and tapes shall be smoothly and securely installed.
- H. Insulation for duct, pipe, and equipment for above grade exposed to weather outside building shall be certified as being self-extinguishing for 1" thickness in less than 53 seconds when tested in accordance with ASTM D-1692.

1.4 APPLICABLE CODES AND STANDARDS:

- A. ASTM E-84.
- B. U.L. 723.
- C. NFPA 90-A.
- D. State of Mississippi Energy Code.

PART 2 - PRODUCTS

2.1 MATERIALS FOR PIPE AND EQUIPMENT:

- A. Materials for Pipe and Equipment: Provide factory pre-molded or shop or site mitered segment type insulation for pipe, pipe fittings, and valves. Fitting insulation to be of same thickness and material as adjoining pipe insulation. All insulation and related materials such as tape and mastic to meet applicable building code requirements for fire and smoke development.
 - 1. Flexible Tubular: Provide 25/50 rated, closed-cell, flexible tubular rubber type pipe insulation. Product to have continuous operational temperature limit of 200 degrees F. and a minimum "R" value of 3.7 per inch ($K=0.27$) at 75 degrees F mean temperature. Product to be Armstrong AP Armaflex or approved equal pipe insulation. Use flexible tubular for the following services:
 - a. Moisture condensate drains: 1" thick.
 - b. Horizontal runs of waste lines carrying cold condensate from air conditioning equipment: 1" thick.
 - c. Refrigerant suction lines for kitchen freezer and cooler: 1" thick.
 - d. Refrigerant suction lines for split systems: 1" thick.
 - e. Provide multiple layers as required to obtain minimum thickness.
 - f. All refrigerant lines for Variable Refrigerant Flow (VRF) systems: 1" thick.

2.2 MATERIALS FOR DUCTS:

- A. Blanket Type Duct Insulation: Provide minimum 3/4 pound per cubic foot density, flexible blanket fiberglass duct insulation with FSKL aluminum foil vapor barrier facing and 2" tab. Insulation shall have minimum 'R' value of 3.4 per inch ($K=0.29$) at 75 degrees F mean temperature. Product to be Manville "Microlite" or equivalent standard duct wrap by CertainTeed, Knauf, or Owens-Corning. Use blanket type duct insulation for the following:
1. Unlined heating and/or cooling supply and return air ductwork concealed from view: 2" thick.
 2. Unlined outside air ductwork concealed from view: 2" thick.
- B. Board Type Duct Insulation: Provide minimum 3 pound per cubic foot density, semi-rigid fiberglass duct insulation with FSKL aluminum foil vapor barrier facing. Insulation shall have a minimum 'R' value of 3.8 per inch ($K=0.26$) at 75 degrees F mean temperature. Product to be Manville "800 series Spin-Glas" or equivalent by CertainTeed, Knauf, or Owens-Corning. Use board type duct insulation for the following services:
1. Unlined exposed heating and/or cooling supply air ducts: 1-1/2" thick.
 2. Unlined exposed outside air ducts: 1-1/2" thick.
 3. Unlined exposed return ducts: 1-1/2" thick.
 4. Unlined air-handling plenums within equipment rooms: 1-1/2" thick.
- C. Fire-Rated Grease Duct Enclosures: Provide noncombustible, inorganic fireproofing board or jacketed wrap for fire-rated duct enclosures equivalent to PABCO Super Firetemp, Thermal Ceramics Firemaster, CertainTeed Flamecheck, Johns Manville Firetemp, or Nelson FlameShield. The system shall be designed for 1800 degree F. continuous service and meet the following testing standards: ASTM E-84 and E-119; U.L. 263, 1479, and 1709; U.L. Classification for fire-rated grease duct enclosures. A total 2-hour fire-rated assembly shall be created.

2.3 MATERIALS FOR FITTINGS, VALVES, AND SPECIAL COVERINGS:

- A. Provide coverings and finishes for specific items hereinafter specified.
1. Use pre-molded insulation fabricated by the manufacturer of insulation material or shop or site mitered segment type insulation for: All pipe fittings, elbows, tees, valves, and couplings.
 2. PVC fitting covers over blanket fiberglass are NOT acceptable.
 3. Contractor's option to provide factory pre-molded one-piece PVC insulated fitting covers, precut fiberglass insulation inserts, and necessary installation materials for all pipe fittings. Materials to be equal to Manville Zeston white, U.V. resistant, 25/50 rated, 20 mil thickness insulated PVC fitting covers and insulation inserts.
- B. For heat exchangers, air separators, large pipes, etc., in systems operating over 60 degrees F., when exposed-to-view inside building or in equipment rooms, cover insulation with a smoothing coat of Keane Powerhouse cement, one layer of white colored glass mesh embedded and finished with Foster 46-50 mastic or Childers CP-10 / CP-11 mastic.
- C. For pipe fittings, valves, strainers, air separators, and other irregular surfaces, in systems operating below 60 degrees F., when exposed to view inside building or in equipment rooms, cover insulation with white colored glass mesh embedded in white, fungus resistant vapor barrier coating Foster 30-80 AF. Coating shall meet ASTM D 5590 with 0 growth rating.

- D. Fabricate and install readily removable insulation caps to facilitate service and maintenance accessibility to all strainers including suction diffusers in systems operating below 60 degrees F.
- E. For any service, when below grade direct buried, cover straight pipe and fitting insulation with equivalent of Pittsburgh Corning "Pittwrap", Foster C.I. Wrap 50 or "Pittwrap SS11" jacketing. Valves in systems operating above 60 degrees F. and installed in valve boxes shall not be insulated; however, the valves shall be painted with a rust resistant product equivalent to Rustoleum.
- F. For flexible tubular pipe and fitting insulation when exposed-to-view inside building, finish with two coats of paint, custom color blended to match surrounding surfaces.
- G. Install fireproof grease duct enclosure in accordance with U.L. classification and manufacturer's published U.L. installation instructions.
- H. When specifically approved by designer, when it is impossible to completely insulate pipe, fittings, or valves with specified insulation, Armstrong Armaflex insulation tape may be used to prevent condensate drip on small piping. Use of cork insulation tape is prohibited.

PART 3 - EXECUTION

3.1 GENERAL:

- A. No insulation shall be cut where a hanger is located. If hangers have been installed by pipefitter tradesmen which violates this strict requirement, notify Designer immediately.
- B. Piping and ductwork systems shall be tested and found free of all leaks prior to installation of insulation covering.
- C. All surfaces shall be clean and dry when covering is applied. Covering to be dry when installed and during application of any finish, unless such finish specifically requires a wetted surface for application.
- D. All adhesives, cements, and mastics shall be compatible with materials applied and shall not attack materials in either wet or dry state.
- E. Install insulation using professional insulators who have adequate experience and ability.
- F. Exposed-to-view insulation shall have a well tailored appearance.
- G. Stop all duct coverings, including jacket and insulation, at fire and smoke dampered penetrations of partitions. "Fan-Out" or extend jacketed insulation at least 2" beyond angle frames of dampers and secure insulation to partition. Maintain vapor barrier. Where insulated duct access door is not used, install covering over damper access panel so as to be readily removable and identifiable.
- H. Treat insulated pipe and duct surfaces in equipment rooms and where exposed to normal view, so surfaces may be painted with water base latex paint. Use of mastics, adhesives, or jacketing which cause "bleeding" is prohibited.

3.2 PIPE SLEEVES:

- A. Pipe sleeves shall be provided at non-rated partitions and floor penetrations. Pipe sleeves to be Schedule 40 or 18 gage steel. Sleeves to extend 1-1/2" in excess of partition depth on each side. Sleeves penetrating floors in wet areas, including all mechanical rooms, shall extend a minimum of 1 inch above the floor.
 - 1. Piping requiring sleeves:
 - a. Copper pipes thru masonry walls

3.3 INSTALLATION OF DUCT COVERING:

- A. Apply jacketed blanket type fiberglass covering to ducts pulled snug but not so tight as to compress corners more than 1/4". Use insulation having 2" tab, or cut insulation long enough to allow for "peel off" of insulation from jacket to effect a minimum overlap of 2". Secure 2" jacket laps using equivalent of Foster 85-75 or CP-82 adhesive and staple lap with flare type staples on 2" centers. Cover standing seams, stiffeners, and braces with same insulation blanket, using 2" jacket lap and staple lap as hereinbefore outlined. Cover and seal all staples with Foster 30/80 AF, fire resistant vapor barrier coating reinforced with glass cloth.
- B. For duct 24" or wider, mechanically fasten insulation to duct bottom, using weld pins or nylon "stick-clip" base plates having self-locking coated metal or nylon discs. Locate fasteners on not over 12" centers laterally and longitudinally. Seal pins as above.
- C. For ducts more than 20" deep, mechanically fasten insulation to duct sides, using one row of pins, plates, or discs located on not over 12" centers longitudinally and equidistant laterally between duct top and bottom. For ducts over 24" deep, apply fasteners as before only using minimum of two rows.
- D. Apply jacketed board type fiberglass covering to ducts using weld pins or nylon "stick-clip" base plates having self-locking coated metal or nylon discs. Locate fasteners on not over 12" centers laterally and longitudinally. If insulation is grooved to fit around corners, in order to eliminate as many joints as possible, pin as required to hold insulation tight to duct, especially on bottom of duct. Seal pins and joints with Foster 30-80 AF reinforced with glass mesh.
- E. Cover all joints, rips, tears, punctures, disc heads, staples, or breaks in vapor barrier jacket with 4" wide woven glass fabric tape embedded in Foster 30-80 AF fire resistant vapor barrier coating. PRESSURE SENSITIVE TAPE NOT ALLOWED.
- F. Install fireproof grease duct enclosures in strict accordance with manufacturers' published U.L. installation instructions.

3.4 INSTALLATION OF PIPE AND EQUIPMENT COVERING:

- A. Where fiberglass or flexible tubular insulation is used on piping sized 2" and larger, insert a section of foamglass insulation at hanger or support points between pipe and metal shield for full length of shield to prevent crushing of insulation. Insulation thickness to be same as adjoining insulation. Where insulation passes through pipe hangers and across trapeze supports,

12" long metal saddles shall be used. On cold pipe, vapor barrier should be carried through the hanger and sealed.

- B. Apply flexible tubular insulation to pipe and fittings using the slip-on method with all joints tightly fitted and sealed with Armstrong 520, Foster 85-75, Childres CP-82 adhesive or approved equal. Seal butt joints, miter joints and torn or damaged insulation with adhesive.
- C. Apply PVC insulated fitting covers and precut insulation inserts as follows:
 - 1. Installation for hot systems:
 - a. Place the precut fiberglass insert around the fitting, positioning the points of the insert on the inside radius of the elbow.
 - b. Butt the ends of the fiberglass insert against the ends of the pipe covering. Tuck and fold the insulation so that it covers all bare surfaces. Keep the fiberglass fluffed up to the thickness of the adjacent pipe insulation to assure maximum thermal efficiency.
 - c. Insert two stainless steel serrated tacks approximately 1/4" from one of the lap edges of the fitting cover. Then snap the cover in place over the fiberglass insulation.
 - d. After the fitting cover is in position, push the tacks into the overlapping throat seam. Apply color-matched, pressure-sensitive tape to the butt joints.
 - 2. Installation for cold systems:
 - a. Position, tuck, and fold the fiberglass insulation insert as described above in steps (a) and (b) for hot systems.
 - b. Apply a vapor barrier mastic around the edges of the adjoining pipe insulation. Apply the mastic along the inside of the fitting cover throat overlap seam.
 - c. Place the fitting cover over the insulation, lapping the mastic-covered edge over the other side of the throat seam.
 - d. Apply color-matched, pressure-sensitive tape over the circumferential joints. The tape should extend over the adjacent pipe insulation and overlap itself by at least 2" on the downward side of the lap.

END OF SECTION

SECTION 23 23 00 - REFRIGERANT PIPING SYSTEM

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Refrigeration piping, valves and fittings to connect split system heat pump systems.

1.2 SAFETY CODE:

- A. Comply with the requirements of ANSI B9.1, Code for Refrigerant Systems.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Piping: Type "L" ACR hard copper, ASTM B88.
- B. Fittings: Wrought copper.
- C. Solder: Silver solder, or phos-copper solder having a melting point of 1125 degrees F. or higher.

2.2 EQUIPMENT:

- A. Service Valves: Henry valves or equal. Provide packed type receiver, purge, and gauge valves with valve stem seal cap ports.
 - 1. Valves up to 5/8" O.D.: Henry Figure 516 or equal, diaphragm type.
 - 2. Valves larger than 5/8" O.D.: Henry Figure 203 or equal.
- B. Solenoid Valves: Manufactured by Sporlan Co., or equal, suitable for the type of refrigerant used, and of a type permitting manual lifting of stem for emergency operation. Size valves for pressure drop of 3 pounds at design flow.
- C. Refrigerant Filter Dehydrator: Sporlan Co. Reversible Heat Pump Filter-Drier or equal sealed core type of size recommended by manufacturer for maximum design tonnage. For systems 20 nominal tons and larger, provide replaceable core filter driers.
- D. Moisture Indicator: Sporlan Co. See-All type SA-125 or equal.
- E. Pipe Supports:
 - 1. Pipes subject to vibration: Isolation type brackets.
 - 2. Pipes not subject to vibration: Grinnel No. CT-95 or equal.
 - 3. Riser clamps: Grinnel CT-121 or equal.
- F. Escutcheons: Chrome plated escutcheons sized for pipe.

- G. Insulation: Insulate piping as specified in Section 23 07 10.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Make solder joints with carbon dioxide or nitrogen passing through joints being soldered. Ensure a clean, tight system. Pull a clean rag through each piece of tubing after cutting or reaming.
- B. Install pipe and hangers in accordance with hanger manufacturers' printed instructions.
- C. Provide escutcheons at all visible wall penetrations in finished areas.

3.2 PIPE SLEEVES:

- A. Pipe sleeves shall be provided at non-rated partitions and floor penetrations. Pipe sleeves to be Schedule 40 or 18 gage steel. Sleeves to extend 1-1/2" in excess of partition depth on each side. Sleeves penetrating floors in wet areas, including all mechanical rooms, shall extend a minimum of 1 inch above the floor.
 - 1. Piping requiring sleeves:
 - a. Copper pipes thru masonry walls

3.3 LEAK TESTING:

- A. Test for leaks by use of carbon dioxide or nitrogen and a liquid soapsuds solution. Correct leaks found.
- B. Evacuate system to 20" vacuum and charge with refrigerant until a pressure of 15 psig is reached. Then test for leaks using a Halide leak detector. Correct leaks found.
- C. Pressurize system, with carbon dioxide or nitrogen, to 300 psig on the high side, and 200 psig on the low side, and test for leaks. Correct leaks found.

3.4 SYSTEM DEHYDRATION:

- A. Dehydrate system by "Double Dehydration" method.
- B. Use a suitable vacuum pump. Evacuate system to a vacuum of 0.2" Hg absolute and operate pump for eight hours when that pressure is reached.
- C. After eight hours, admit dry nitrogen directly to the system, and then evacuate system to a vacuum of 0.2" Hg absolute and operate pump for four hours.

3.5 CHARGING SYSTEM:

- A. When system dehydration is complete and all leaks are corrected, charge system with refrigerant.

END OF SECTION

SECTION 23 31 10 - SHEET METAL DUCTWORK - LOW PRESSURE

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Low pressure ductwork refers to systems operating at 2.00" w.g. total static pressure with velocities up to 2000 FPM. It is the intent of this specification to provide an installed duct system which will supply the air quantities indicated by the plans and have the lowest possible friction loss with the least possible leakage loss. Friction loss for each system shall not exceed that which is indicated in the A.C. unit schedule as external static pressure or in the fan schedule as static pressure and shall include the losses of all accessories. Friction losses shall be minimized by reduction in the number of offsets and elbows by pre-planning the duct system installation and coordination with other trades to prevent interferences. Access to all accessories requiring maintenance, service and inspection shall be maintained. Radius elbows are preferred for all turns to minimize friction, noise and vibration; and, especially, for sections having large volume or higher velocities and sections which may have turbulences.
- B. The contractor shall provide and/or construct all materials, ductwork, joints, transitions, splitters, dampers, access doors, etc., as set forth in these specifications necessary to install the Low Pressure Sheet Metal Ductwork required by the Mechanical Drawings.
- C. Low pressure ductwork shall be constructed to meet the following pressure class:
 - 1. Supply ductwork downstream of terminal units: 1.0" pressure class.
 - 2. Supply and return duct connections to fan coil units or single zone air systems (ESP ≤ 1.0): 1.0" pressure class.
 - 3. Supply and return duct connections to fan coil units or single zone air systems (ESP > 1.0 , ≤ 2.0): 2.0" pressure class.
 - 4. Exhaust and return ductwork (Fan ESP ≤ 2.0): 2.0" pressure class.

1.2 QUALITY CONTROL AND REGULATORY STANDARDS:

- A. SMACNA Manual: Sheet Metal Tradesman is to have access on the construction site to the Latest Edition of SMACNA "HVAC Duct Construction Standards", (Metal and Flexible). The Manual is referred to in specifications for required construction methods and details. Contractor shall comply with provisions of the SMACNA Manual and more stringent requirements of this specification.
- B. Quality control involves not only the general performance requirements for all air ducts, but also quality workmanship which includes layout preplanning so that offsets, rises, falls, elbows, fittings, etc., are minimized or eliminated. General performance requirements for all ducts include:
 - 1. Dimensional stability (shape deformation and strength).
 - 2. Containment of the air being conveyed (leakage control).
 - 3. Vibration (fatigue and appearance).
 - 4. Noise (generation, transmission or attenuation).

5. Exposure (to damage, weather, temperature extremes, flexure cycles, wind, corrosive atmospheres, biological contamination, flow interruption or reversal, underground or other encasement conditions, combustion, or other in-service conditions).
 6. Support (alignment and position retention).
 7. Thermal conductivity (heat gain or loss and condensation control).
- C. Provide galvanized duct materials which meet applicable requirements of SMACNA manual and local and state codes, whichever is the most stringent.
- D. Support ductwork in accordance with applicable requirements of SMACNA manual, local and state codes, and details on plans, whichever is the most stringent.
- E. Emboss fittings with material gauge, manufacturer, and type material.
- F. Ductwork shall be installed to comply with the roof ceiling assembly for this project shown on Architectural Drawings, in accordance with the UL Fire Resistance Index Catalog.
- G. Materials used as sealers, liners, pre-insulated jackets and flexible ducts shall comply with a flame spread rating of 25 or less and a smoke developed rating of not over 50.
- H. Joint sealer shall meet the requirements of UL181A or UL181B as applicable.
- I. Duct sealant classification: Seal all transverse joints, longitudinal joints and duct wall penetrations in accordance with SMACNA Class A.

1.3 SUBMITTALS AND SHOP DRAWINGS:

- A. Submit material/product data to designer for approval ONLY when it deviates from products specified in Part 2 herein.
- B. Shop Drawings: Contractor to submit to owner for approval complete sheet metal shop drawings of all ductwork, including equipment rooms, shafts, and especially congested areas and areas with possible conflicts. No installation shall proceed without owner stamped approval of shop drawings. Submittal to reflect space requirements coordinated with other trades such as Electrical, Plumbing, Mechanical and Structural. Prior to submission to owner, shop drawings to have stamped approval of all major trades which occupy ceiling space (HVAC, plumbing, piping, sprinkler, and electrical), to substantiate adequate coordination as to space, accessibility and to ensure no conflict exists between contractors.
- C. The General Contractor shall be responsible for coordination between trades and shall stamp and sign the duct drawings to substantiate that the coordination has been accomplished. Non-critical piping and conduit shall give way to ducts.
- D. Provide grease duct and kitchen hood shop drawings for review of code officials.

PART 2 - PRODUCTS

2.1 MATERIAL:

- A. Sheet Metal, Angles, Bar Slips, Hangers, and Straps: Galvanized steel.
- B. Screws: Cadmium plated.
- C. Joint Sealer: Manufactured by Hardcast, Inc., Two-Stage Sealant Process.
 - 1. Stage 1: Apply fiber DT tape.
 - 2. Stage 2: Brush on RTA-50 sealant over fiber tape.

2.2 FABRICATION:

- A. Provide a rectangular or round duct where required on drawings of prime quality galvanized steel sheets, thickness and reinforcement as required by the following schedule, SMACNA, or local and state codes, whichever is more stringent. When fabricating low pressure ductwork, largest duct dimension governs the entire duct and complete joint.

DUCTWORK GAUGE AND REINFORCEMENT SCHEDULE				
MAXIMUM DUCT DIMENSION (IN.)	DUCT GAUGE	SLIP GAUGE	STANDINGS	REINFORCEMENT
Up thru 18	24	24	- -	- -
19 - 30	24	24	1 x 24 ga.	No
31 - 42	22	22	1 x 24 ga.	No
43 - 54	22	22	1-1/2 x 20 ga.	1-3/8 x 1/8 Band Iron
55 - 60	20	20	1-1/2 x 20 ga.	1-3/8 x 1/8 Band Iron
61 - 84	20	20	1-1/2 x 18 ga.	1-1/2 x 1-1/2 x 1/8 Angle
85 - 96	18	20	1-1/2 x 18 ga.	1-1/2 x 1-1/2 x 3/16 Angle
Over 96	18	20	2 x 18 ga.	2 x 2 x 1/4 Angle

- B. Duct dimensions shown on drawings indicate inside clear dimensions. Make allowances in sheet metal size for duct requiring internal duct liner to provide "inside clear" dimensions.
- C. In addition to the requirements above, add supplemental bracing as necessary to prevent sagging, drumming, and vibration.
- D. Round prefabricated 26 gauge slip joint duct may be used on exhaust and return duct 12" and smaller and for runout duct to boxes, diffusers, registers, and grilles.
 - 1. Secure duct sections and fittings with sheet metal screws.
 - 2. Make connections of round duct to rectangular duct using "spin-in" collars with manual volume damper.
 - 3. Transverse and longitudinal slip joints shall be sealed with approved sealer.
- E. Provide transverse joints of "s" and drive construction at least every eight feet on duct whose larger side is less than 18". Seal all transverse joints with joint sealant material.

- F. Provide transverse joints, or equivalent supplemental angle reinforcing on 4 foot centers on duct whose larger side is greater than 18". At the contractor's option, duct mate or equal joint system may be substituted for "s" and drive construction. Seal all transverse joints with joint sealant material.
- G. Longitudinal seams shall be Pittsburgh Lock or grooved seams closed tightly and evenly. Button punch snap lock longitudinal seam construction shall not be allowed. Seal longitudinal joints which prove to leak with joint sealant material.
- H. Cross break ductwork over 10" dimension, either side.
- I. Do not exceed 20 degree angle of slope for increase-in-area transitions.
- J. Do not exceed 20 degree angle of slope for decrease-in-area transitions.
- K. Do not exceed 30 degrees on the entering side or 45 degrees on the leaving side for angle of transitions at connections to equipment without the use of approved vanes. 20 degree angle is preferred and should be used space permitting.
- L. Provide Ells fabricated to one of the following specifications in order of preference (SMACNA Figures 4-2 through 4-4 and Figure 4-9 and Chart 4-1):
 - 1. Unvaned elbow with the throat radius equal to 3/4 of the width of the duct and with a full heel radius.
 - 2. Six inch throat radius with full radius, single thickness vanes and full heel radius. Maximum unsupported length of vanes shall be 36". Vanes shall be securely fastened to runners. All vanes shall be secure and stable in installed operating position. Construct vane edges to project tangents parallel to duct sides.
 - 3. Square elbows with single thickness turning vanes. Maximum unsupported length of vanes shall be 36". Vanes shall be securely fastened to runners. All vanes shall be secure and stable in installed operating position. Construct vane edges to project tangents parallel to duct sides.
 - 4. Radius elbows are the preferred fitting. Square elbows are to be used only when available space prevents the use of radius elbows.
- M. Provide offsets as necessary in accordance with SMACNA Figure 4-7.
- N. Make branch connections and tees in one of the following manners:
 - 1. Converging radius elbow with MVD. (SMACNA Figure 4-5).
 - 2. 45-degree entry with MVD. (SMACNA Figure 4-6).
 - 3. Round spin-in fitting with MVD.
- O. Space duct joints to avoid cutting them for branch take offs and outlet collars.

2.3 INTERNAL DUCT LINER:

- A. Liner: 1" thick (unless otherwise indicated on drawings), UL listed, neoprene coated, mat faced, flexible fiberglass of one pound per cubic foot density.
- B. Provide liner that complies with UL 181 Erosion Test and has a flame spread rating of 25 or less and a smoke developed rating of 50 or less.

- C. Adhere liner to the duct with a continuous coating of approved adhesive and with adhesive clips or welded studs on 16" centers.
- D. Provide coating of CP30 low odor on air entering side and seal other joints with metal or fiberglass cloth so that liner will be smooth to air flow.
- E. Interrupt liner 18" upstream and 30" downstream at each duct mounted electric heater. Apply 1" thick rigid board type duct insulation externally on this section of duct, overlapping lined sections at least 6".

2.4 SPECIAL DUCTWORK:

- A. Kitchen Hood Exhaust Duct: 16 gauge black steel sheet with all welded, continuous, liquid tight seams and joints, ground smooth.
 - 1. Install cleanout doors in the sides of the duct located at each change of direction and every 12' straight duct run.
 - 2. Slope duct back toward the hood minimum 1" per foot.
 - 3. Duct to meet NFPA-96 material and installation requirements.
 - 4. Grease duct fire-rated enclosure to be in accordance with Specification Section 23 07 10.

PART 3 - EXECUTION

3.1 INSTALLATION, APPLICATION, ERECTION:

- A. Support ductwork on each side of the duct with suitable sheared strips of galvanized metal or 1" x 1/8" galvanized steel band iron hangers.
- B. Attach hangers to the ductwork using sheet metal screws.
- C. Secure hangers to concrete structure with approved anchor shields and to steel structure by means of C-clamps.
- D. Space hangers approximately eight feet along the duct except as noted below.
- E. For ducts 60" and larger and heavy sections, such as welded duct and sound absorbers, space hangers at approximately four foot intervals.
- F. Obstructions shall not be located within ducts.
- G. Do not exceed 45 degrees for easement transition angle.
- H. Seal all transverse joints with approved sealer in accordance with manufacturers' directions. Also, seal longitudinal joints which prove to leak.
- I. Insulation: Where drawings and insulating specifications indicate that ducts are to be insulated make provisions for neat insulation finish around damper operating quadrants, splitter adjusting clamps, access doors, and similar operating devices. Metal collar equivalent in depth to

insulation thickness and of suitable size to which insulation may be finished to be mounted on duct.

- J. Counterflashing: Counterflash all ducts where they pierce the roof.
- K. Pitot Ports: Pitot ports for measuring airflow to be located in each main duct at the downstream end of the straightest run of the main and before the first branch take-off. Pitot ports to be formed by drilling 7/16" holes in the duct, lined up perpendicular to airflow on maximum 8" centers and at least three to a duct, evenly spaced. Holes to be plugged with plastic plugs. Provide access to these for future rebalancing.

3.2 CLEANING:

- A. Clean ductwork thoroughly to assure all foreign matter, dirt, etc. is removed.

END OF SECTION

SECTION 23 33 10 - SHEET METAL SPECIALTIES

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Specialties to be submitted and approved before starting installation.
- B. Items to be installed approximately as shown on drawings taking into account differences in mechanical equipment submitted and that shown on contract documents. Each item to be installed so that it is readily accessible for maintenance, repair, and/or setting and balancing.
- C. Diffusers, registers, and grilles to have ratings certified by Air Diffusion Council and tested per ADC Equipment Test Code 1062R2 and ASHRAE Standard 36B-63.
- D. Refer to drawings for diffuser, register, and grille sizes and number of airflow directions.

PART 2 - PRODUCTS

2.1 FIRE DAMPERS:

- A. Fire dampers to be U.L. listed in accordance with UL-555. Fire dampers to be held in an open position with a 165 degree F fusible link and arranged to lock in position on closure.
- B. Fire dampers for rectangular duct to be type "B" (Blades out of air stream) and for round duct to be Type "C" (Blades and frame out of air stream). Fire dampers located behind sidewall registers and grilles and others specifically indicated on drawings to be Type "A" (Frame and Blades in air stream). Fire dampers to be multi-leaf type with spring closing for horizontal mounting and weighted-gravity closing for vertical mounting. Dampers to be steel construction with rust resistant finish and provided with a factory-installed mounting sleeve suitable for structure. Mount per manufacturer's published U.L. approved installation instructions. Manufacturer models which provide square to round or round oval transitions are acceptable.
- C. See Architectural drawings for hour-rating of walls and/or floors. Dampers to be compatible with hour ratings.
- D. Fire dampers to be Ruskin Model IBD2 Curtain Type Static Fire Dampers.

2.2 DAMPERS:

- A. Automatic Control Dampers:
 - 1. Automatic control dampers to be low-leak, galvanized steel or aluminum construction parallel blade type, Ruskin Model CD36, Arrow Series 395, or approved equal.
 - 2. Dampers to be complete with minimum 4" deep, 16-gauge hat-shaped channel frame, minimum 16 gauge blades on maximum 6" centers, 1/2" diameter shafts, and corrosion resistant bearings.

3. Dampers to have extruded vinyl blade seals and stainless steel or aluminum flexible metal compression type jamb seals to limit leakage to a maximum of 1/2% (maximum of 5.4 cfm/sq. ft. leakage for 48" x 48" size damper) when tested in accordance with AMCA Standard 500.
 4. Motor actuator to be oil immersed gear train, 120-volt line voltage type with spring return to closed position on power interruption. Provide Honeywell Model M445/845, Barber-Colman MA-5210/5330 or approved equal complete with damper linkages.
- B. Manual Volume Dampers (MVD): Manual volume dampers to be hand-operated type dampers constructed of galvanized steel, minimum 22-gauge for duct widths 18" and less, minimum 16-gauge for duct widths greater than 18". Dampers for ducts to 12" height and 12" diameter to be single blade carried on a 3/8" round steel rod mounted inside of duct without frame and fitted with locking type quadrant and brass end bearing plate accurately drilled and secured to duct. Dampers for ducts greater than 12" height to be multi-blade type, 12" maximum blade width up to 30" blade length and 10" maximum blade width over 30" blade length. Blades to be mounted on frame with brass sleeve bearings interconnected for operation from one locking type hand quadrant. Round pivot rods to have section faced flat to receive locking setscrew in locking quadrant. Refer to SMACNA manual Figures 2-14 and 2-15.
1. For manual damper locations above a rigid or non-accessible ceiling or where damper access is limited, a remote damper operator shall be used. Damper operator to be self-locking worm gear designed for 3/8" damper shaft. Shaft extension to be 3/8" square rod with coupler. Remote operator to be provided with wrench operated shaft adjustment, position indication and lock nut. Where straight shaft extension cannot be used due to accessibility, a flexible cable operator with compatible damper operator and regulator may be utilized. Damper operator, shaft and regulator shall be designed for minimum 35 in-lb torque. Remote operator to be ceiling mounted with removable cover plate or mounted above access door. Where multiple operators are routed to single or multiple access locations, provide markings to identify the associated air device for future use. The damper operator, shaft extension and ceiling termination/regulator shall be manufactured by Young Regulator, Inc. or approved equal.
- C. Backdraft Dampers (BDD): Backdraft dampers to be Ruskin Model BD2-A2 or approved equal low-leak backdraft dampers. Dampers to be heavy-duty type suitable for air velocities to 2500 fpm with all extruded aluminum construction, minimum 0.81" thick frame, and minimum .050" thick blades on maximum 4" centers. Provide blades with vinyl edge seals. Provide dampers with aluminum linkage and corrosion resistant type bearings.
- 2.3 SQUARE CEILING DIFFUSERS:
- A. Provide Titus TDC or approved equal round or square neck, louvered face ceiling diffusers at all locations designated by schedule on drawings. Diffusers to be all aluminum construction. Frame to be flush mount for diffusers in "hard" ceilings and lay-in T-bar mount for diffusers in lay-in ceilings. Finish to be baked-on, off-white enamel.
- 2.4 SIDEWALL SUPPLY REGISTERS:
- A. Provide Titus 1707 or approved equal at all locations designated by "SAR". Registers to be all aluminum construction complete with removable and rotating fixed horizontal blade core, and

attached rear set of individually adjustable vertical blades. Finish to be baked-on, off-white enamel. Border to be curved, Titus Type C.

2.5 SIDEWALL RETURN REGISTERS:

- A. Provide Titus 1700 or approved equal at all locations designated by "RAR". Registers to be all aluminum construction complete with removable and rotating fixed horizontal blade core. Finish to be baked-on, off-white enamel. Border to be curved, Titus Type "C".

2.6 CEILING RETURN & EXHAUST REGISTERS:

- A. Provide Titus Model 50-F or approved equal at locations designated by schedule on drawings. Registers to be complete with 1/2" cube egg-crate aluminum grid. Finish to be baked-on, off-white enamel. Border to be flush mounted frame style.

2.7 AIR LOUVERS:

- A. Air louvers shall be stationary horizontal, wind driven rain, extruded aluminum blades equal to Greenheck model EHH-601. The louvers shall be AMCA Certified. Louvers to be have minimum 0.081" thick aluminum frame and blades. Louver depth to be 6" with blades on approximate 2" spacing. Blade construction to be horizontal rain resistant style. Finish shall be Kynar color selected by Architect. Manufacturer will submit metal color chip to Architect as part of the submittal approval. Louver shall be rated at: the beginning point of water penetration (0.01 oz. of water (penetration) per sq. ft. of louver free area is above 1,250 fpm, minimum 46% free area, 0.21" S.P. resistance at 1,000 fpm. Provided 1/2" mesh expanded aluminum screen with removable frame mounted on inside face of louver. Provide minimum 10 year finish warranty.

2.8 BRICK VENTS:

- A. Brick vents to be constructed of heavy extruded aluminum frames and blades. Blades to be supported on vertical aluminum rods. Vent to include continuous overhanging weather-guard visor at top of frame to prevent water from running down wall into face of vent. Vent to include continuous overhanging weather-guard sill at bottom of frame to drain water out and away from wall below. Bottom frame member to include integral water stop. Finish shall be primer, suitable for painting. Provide extruded aluminum birdscreen mounted on inside face of vent.

2.9 DOOR GRILLES:

- A. Door grilles to be Titus T-700 steel construction with channel border for wood door construction and with flanged and auxiliary borders for metal door construction. Finish to be prime coated steel. Deliver door grilles to the Millwork Tradesman to install.

2.10 FLEXIBLE CONNECTORS:

- A. Install UL listed flexible duct connectors between duct and fan/equipment connections. Flexible duct connectors to be made of 28-ounce, heavy glass fabric double coated with neoprene.

2.11 FLEXIBLE DUCT:

- A. Flexmaster Type 1M Acoustical Attenuating or Approved equal. Submit acoustical performance of any alternate product for prior approval.
 - 1. Characteristics of flexible duct:
 - a. Approved as UL-181 Class 1 air duct.
 - b. Flame spread rating less than 25 and smoke developed rating less than 50.
 - c. Rated for 6" w.g. positive pressure, 4" w.g. negative pressure, and 5000 fpm air velocity.
 - d. Tear and puncture resistant reinforced CPE inner liner mechanically locked together with a corrosive resistant galvanized steel helix.
 - e. Insulated with minimum 1/2" thick fiberglass insulation with vapor barrier jacket.
- B. Seal off the insulation jacket at its ends and at joints with mastic, Hardcast, or similar material. Replace flexible duct if jacket is punctured.
- C. Flexible duct is NOT to be used for runouts where it must pass through walls or through smoke or fire partitions. Flexible duct is not to be used in exposed application. Flexible duct lengths shall not exceed 6 feet at each connection.
- D. No bends shall be made in flexible duct with the center line radius less than one and one-half duct diameter and only one bend may occur per 6 foot length of duct material.

2.12 DUCT ACCESS DOORS:

- A. Duct access doors to be provided for access to all coils, fire, fire/smoke, and smoke dampers, automatic and backdraft dampers, duct smoke detectors, static pressure and air volume sensing devices, and other equipment installed in ducts and at other points indicated on drawings.
- B. Access door construction and airtightness must be suitable for the duct pressure class used (low, medium, or high).
- C. Access doors to be double-panel, galvanized steel construction with minimum 1" rigid insulation between panels. Access doors in exhaust duct and unlined return duct may be uninsulated single panel, galvanized steel construction. Doors to mount in rigid frame constructed of formed galvanized steel. Angle iron bracing to be used as required to provide rigid assembly. Doors to hinge on one side with door latch on opposite side.

- D. Access doors in ductwork shall fully comply with Figure 7-2, 7-3 and 7-2M of SMACNA manual. Casing access doors shall fully comply with Figure 9-15 and 9-16 of SMACNA manual. Minimum size shall be 12" x 12" per NFPA 80.
- E. Doors to close against gasket seal.
- F. Access doors for fire dampers, fire/smoke dampers, and smoke dampers shall be permanently identified on the exterior by a label having letters not less than 0.5 inches in height reading: "Fire Damper" "Fire/Smoke Damper" or "Smoke Damper" as required by 2012 International Mechanical Code.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Installation to be in accordance with manufacturers' published installation instructions as well as applicable sections of SMACNA manual.
- B. Provide all screws, bolts, nuts, and inserts required for attaching sheet metal specialty items to ducts, walls, floors and ceilings.

END OF SECTION

SECTION 23 34 20 - CENTRIFUGAL EXHAUST FANS

PART 1 - GENERAL

1.1 QUALITY ASSURANCE:

- A. Certify fan performance in accordance with AMCA Certified Air and Sound Rating Criteria.
- B. Fans shall be UL or ETL listed.

1.2 REQUIREMENTS:

- A. Select fans such that fan BHP does not exceed motor nameplate horsepower at scheduled conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Greenheck, Acme, Cook, or approved substitute.

2.2 EQUIPMENT:

- A. Non-overloading, backward inclined, aluminum centrifugal fan wheel.
- B. Variable pitch V-belt drive or direct drive as scheduled.
- C. Roof or wall mounting as scheduled.
- D. Removable heavy gauge aluminum fan housing enclosing motor outside airstream.
- E. Permanently lubricated, ball bearing fan motor.
- F. Isolate fan motor, wheel, and drive from base with rubber vibration isolators.
- G. Electrical junction box.

2.3 ACCESSORIES:

- A. Birdscreen around fan discharge.
- B. Disconnect switch on single-phase fans.

- C. Prefabricated, 1" thick fiberglass insulated, minimum 18-gauge aluminum or galvanized steel construction, minimum 12" high roof curb. Coordinate required curb base type with roof construction, pitch, and flashing requirements. See architectural drawings.
- D. Upblast housing when scheduled on drawings.
- E. UL-762 listing for kitchen hood grease exhaust. Provide fan with upblast housing, hinged fan base, minimum 18" high roof curb, minimum 40" overall fan discharge height above roof surface, grease drain and external grease container.
- F. Solid state variable speed controller.
- G. See fan schedule on drawings for other required accessories.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install fans in accordance with manufacturers' published instructions.
- B. Secure fans to curbs with stainless steel screws.
- C. Connect ducts to fans to allow for straight and smooth airflow.
- D. Provide flexible connections between fans and ducts.
- E. Install fans level.
- F. Check fan alignment and balance. Correct improperly aligned or vibrating fans.
- G. Final installation to be free of leaks.
- H. Ensure fans are interlocked with appropriate systems and/or controls.

END OF SECTION

SECTION 23 34 30 - CEILING CABINET EXHAUST FANS

PART 1 - GENERAL

1.1 QUALITY ASSURANCE:

- A. Certify fan performance in accordance with AMCA Certified Air and Sound Rating Criteria.
- B. Fans shall be UL or ETL listed.

1.2 REQUIREMENTS:

- A. Select fans such that fan BHP does not exceed motor nameplate horsepower at scheduled conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Greenheck, Acme, Cook, or approved substitute.

2.2 EQUIPMENT:

- A. Direct drive forward curved centrifugal fan.
- B. Acoustically lined galvanized steel fan housing with mounting brackets.
- C. Integral backdraft damper at fan outlet.
- D. Permanently lubricated, thermally protected, PSC ball bearing fan motor mounted on rubber vibration isolators.
- E. Electrical junction box and plug-in type disconnect.

2.3 ACCESSORIES:

- A. Off-white finish aluminum construction eggcrate ceiling exhaust grille.
- B. Solid-state variable speed controller.
- C. Wall discharge cap with integral birdscreen.
- D. See fan schedule on drawings for other required accessories.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install fans in accordance with manufacturers' published instructions.
- B. Connect ducts to fans to allow for straight and smooth airflow.
- C. Provide flexible connections between fans and ducts.
- D. Install fans level.
- E. Check fan alignment and balance. Correct improperly aligned or vibrating fans.
- F. Final installation to be free of leaks.
- G. Ensure fans are interlocked with appropriate systems and/or controls.

END OF SECTION

SECTION 23 34 50 - SQUARE CENTRIFUGAL IN-LINE FANS

PART 1 - GENERAL

1.1 QUALITY ASSURANCE:

- A. Certify fan performance in accordance with AMCA Certified Air and Sound Rating Criteria.
- B. Fans shall be UL or ETL listed.

1.2 REQUIREMENTS:

- A. Select fans such that fan BHP does not exceed motor nameplate horsepower at scheduled conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Greenheck, Acme, Cook, or approved substitute.

2.2 EQUIPMENT:

- A. Non-overloading, backward inclined, aluminum centrifugal fan wheel.
- B. Variable pitch V-belt drive or direct drive as scheduled.
- C. Heavy gauge aluminum or galvanized steel housing with duct connection at fan inlet and outlet and removable access panels to access all interior components without removing ductwork or wiring.
- D. Permanently lubricated, ball bearing fan motor.
- E. Electrical junction box.

2.3 ACCESSORIES:

- A. Gravity backdraft damper.
- B. Disconnect switch on single-phase fans.
- C. Belt guard/motor cover.
- D. Internally insulated housing.

- E. Solid state variable speed controller.
- F. Spring or Rubber vibration isolators.
- G. See fan schedule on drawings for other required accessories.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install fans in accordance with manufacturers' published instructions.
- B. Connect ducts to fans to allow for straight and smooth airflow.
- C. Provide flexible connections between fans and ducts.
- D. Install fans level.
- E. Check fan alignment and balance. Correct improperly aligned or vibrating fans.
- F. Final installation to be free of leaks.
- G. Ensure fans are interlocked with appropriate systems and/or controls.

END OF SECTION

SECTION 23 38 13 - KITCHEN HOOD AND FIRE PROTECTION SYSTEM

PART 1 - GENERAL

1.1 QUALITY ASSURANCE:

- A. Fabricate hood in accordance with NFPA 96, NSF, and locally enforced Model Building Code requirements.
- B. Provide a hood which is UL classified as a unit.
- C. Provide hood with UL listed grease filter or grease extractor.
- D. Provide wet chemical fire extinguishing system per NFPA 17.

1.2 SHOP DRAWINGS:

- A. Submit complete hood, fan, and fire protection system shop drawings, wiring and control diagrams, and test and balance report to Designer for approval. Submit approved shop drawings, diagrams, and test and balance report to code authority having jurisdiction.

1.3 DEFINITIONS:

- A. For the purpose of clarification, the following general terms used with special technical meanings in this specification are defined:
 - 1. WET CHEMICAL: Normally a solution of water and potassium carbonate-based chemical, potassium acetate-based chemical or a combination thereof, which forms an extinguishing agent.
 - 2. LISTED: Equipment or materials included in a list published by Underwriters Laboratories Incorporated (U.L.)
 - 3. SHALL: Indicates a mandatory requirement.
 - 4. SHOULD: Indicates a recommendation or that which is advised but not required.
 - 5. APPLIANCE: For the purpose of this specification, appliance means a residential type kitchen range supplied by gas or electricity to power and heat range top burners.

1.4 GENERAL DESCRIPTION:

- A. The fire extinguishing system shall be capable of detecting a cooking grease fire originating on the range top, extinguish the fire, and prevent reignition, while at the same time, shut-off the gas or electric supply to surface elements on the kitchen range top. Each system shall be provided with a means to distribute the chemical agent, fire detection components, container for storing the chemical, valve assembly with pressure gauge, enclosure assembly for container, and appliance shut-off device. These components shall be provided factory assembled and ready for installation and installed in accordance with an approved owner's manual.

PART 2 - PRODUCTS

2.1 HOOD:

- A. Canopy to be fabricated of minimum 18-gauge Type 304 stainless steel.
- B. All joints, seams, and penetrations to be continuously welded liquid tight.
- C. Provide NSF and applicable Model Building Code Seal of Approval.
- D. Supply air through canopy to be downward air curtain type. Provide fire damper at supply duct connections to canopy. A perforated metal plate shall be welded inside the supply plenum to ensure even distribution of supply air in the plenum. Supply canopy to be internally insulated with 1" thick, foil faced, fiberglass insulation held in place with welded pins.
- E. Provide pre-wired, 24-volt, flush-mounted canopy control panel, containing two switches with signal lights. One switch shall be interconnected to energize or de-energize exhaust fan and make-up air unit. The other switch shall be for internal hood lighting.
- F. Canopy lighting to be approved vaporproof type with clear globe and cast aluminum guard, 36" maximum spacing or vaporproof, recessed double tube fluorescent type. Provide junction box on top of canopy pre-wired to switch on face of the hood. Provide low voltage wiring harness in conduit conforming to NEC No. 70 to complete electrical circuitry.
- G. Provide U.L. listed stainless steel grease filters with appropriate filter blanks to provide filter manufacturer's optimum AFI rated grease removal efficiency. Mount filters at a minimum 45 degree angle. Filters shall be equipped with a grease trough pitched to drain to an enclosed container having a capacity no more than one gallon. All components associated with grease filters, such as filter holders, filters, grease trough, and container to be stainless steel. Maintain minimum 18" clearance between filters and cooking surface for cooking equipment with no exposed flame, 24" for exposed flame and burners, and 48" for charcoal and charbroil type fires.
- H. Provide stainless steel side skirts at each end of hood.
- I. Provide stainless steel panels to enclose from top of hood to kitchen ceiling as necessary.

2.2 FIRE PROTECTION:

- A. Provide automatic fire protection system as required to conform to NFPA 96 and local and state codes.
- B. Wet chemical fire extinguishing system: Pre-engineered, piped, fixed nozzle type with UL listing for project hazards. Design of system to provide for protection of duct, grease removal devices and hood. Protect grease producing cooking equipment, such as fryers, ranges, griddles, braising pans, and broilers.
- C. Sources of fuel to gas equipment and/or electric equipment and hood makeup air unit to be automatically shut off upon operation of system. Hood exhaust fan to continue to operate.

- D. System to be capable of automatic and manual operation.
- E. System to be pre-piped in hood at factory with all branch piping concealed. Exposed components to be chrome plated.
- F. Storage bottle(s) and other devices to be mounted inside a wall or hood mounted stainless steel enclosure as a self-contained unit.
- G. The fire protection system shall include a remote manual release that shall be located at the egress of the kitchen area, a minimum of 10 feet and a maximum of 20 feet from the hood and no higher than 5 feet above finished floor.

2.3 CERTIFICATION:

- A. The fire extinguishing systems shall have a current U.L. 300 listing in the most recent Fire Protection Equipment Directory (FPED).

2.4 CHEMICAL AGENT:

- A. WET CHEMICAL: Shall conform to the requirements of National Fire Protection Association (NFPA) Standard No. 17A for Wet Chemical Fire Extinguishing Systems.

2.5 SYSTEM COMPONENTS:

A. SYSTEM ENCLOSURE

- 1. The system enclosure shall consist of the pressurized extinguisher cylinder with wet chemical fire suppressant, central processing unit control board with terminal block connections, electronic release valve, cylinder pressure gauge, enclosure base, and enclosure cover.
- 2. Operation of the extinguisher unit is controlled by the supervised electronic control panel, which is battery powered. Detection is initiated through the heat sensors, activating the alarm and the extinguisher. The electric or gas shutdown devices can either be sonically operated by the control panel, or hardwired to the central processing unit control board.

B. CYLINDER AND VALVE ASSEMBLY

- 1. The extinguisher cylinder and valve assembly shall be provided fully charged with chemical and pressurized with dry nitrogen in accordance with listed requirements. A pressure gauge attached to the valve assembly shall be positioned to allow visual inspection when installed within a kitchen cabinet. Maximum allowable height of container (including the enclosure assembly) shall not exceed 12 inches. The container and valve assembly shall be of the reserviceable type and provide maintenance requirements synonymous with that required for portable hand-held fire extinguishers, according to National Fire Protection Association (NFPA) Standard 10. The container and valve assembly shall be provided factory assembled to the enclosure. Assembly shall include a pre-mounted CPU control board for the appliance shut-off device and necessary attachment for the Fire Detection Unit.
- 2. The complete extinguisher cylinder and valve assembly shall be installed in a protected area above the range hood (normally, kitchen cabinets). Installations which expose

extinguisher cylinder and valve assembly to direct cooking heat and grease will not be accepted.

2.6 CENTRAL PROCESSING UNIT CONTROL BOARD:

- A. The CPU control board is housed/attached inside the system enclosure. The control board's circuitry is powered by a 9V DC battery and has the following features:
- B. Supervised Circuitry: The audible 106DB alarm on the CPU control board will "alarm" to warn of possible trouble in the electronic circuitry including the heat sensors, if there is an open circuit.
- C. System Operation Light: The red "power" light will blink approximately every 45 seconds to confirm the system is operating.
- D. Audible Alarm: The system 106DB alarm is designed to continuously sound once the system has been activated by a stove top fire.
- E. Low Battery Warning: The audible alarm on the CPU control board will "chirp" approximately every 45 seconds when a low battery condition exists. If this condition exists, 9V DC battery must be replaced immediately to insure proper system operation.
- F. Auxiliary Outputs: Can be connected to automatic telephone dialers, monitored security alarm systems or other warning/protective equipment. Auxiliary outputs provide one (1) second impulses to activate above items. These connections are rated at 5 AMP at 250V AC.

2.7 TEMPERATURE ACTIVATED SENSOR ASSEMBLY:

- A. The sensor assembly shall consist of two (2) metal housed detector assemblies containing diode-type heat sensors, affixed to the side of the magnetic nozzle bases, and connected to the CPU control board with two (2) different wire lengths.

2.8 DISTRIBUTION ASSEMBLY:

- A. The distribution assembly shall consist of two (2) teflon-lined stainless steel braided hoses and two (2) magnetic based adjustable nozzle assemblies. The use of copper tubing shall not be accepted. Hose and nozzles shall comply with NFPA Standard No. 17A for Wet Chemical Extinguishing Systems and shall have been investigated by Underwriters Laboratories, Inc. (U.L.) and listed for this service.

2.9 APPLIANCE NOZZLES:

- A. Wet System: Appliance nozzles shall be constructed of brass. Appliance nozzles with painted surfaces shall not be accepted. Appliance nozzles shall not extend below the lowest component of the range hood. Design shall provide equal distribution of chemical agent and allow chemical to flow effectively with low velocity to avoid splattering of burning grease.

2.10 APPLIANCE SHUT-DOWN DEVICE:

- A. Each system shall be provided with a listed device to automatically shut-off the gas or electric supply to surface burners on the kitchen range top upon activation of the alarm from the fire detection unit. The electric supply shall remain "off" until manually reset. Electrical power cut-off to kitchen range hood exhaust fan shall not be required for Underwriters Laboratories Incorporated (U.L.) listed extinguishing systems.

2.11 SONIC ACTIVATED ELECTRIC RANGE SHUT-OFF:

- A. All wiring, fittings, and connections shall comply with NFPA Standard 70 and local codes and ordinances. Each electrically supplied kitchen range appliance shall be provided with a U.L. Listed wireless sonic activated shut-off.
- B. The electric stove sonic shut-off unit continuously monitors for an alarm from the central processing unit control board. The alarm sounds to activate the sonic shut-off unit. Once activated, all electrical power to the stove is shut off, and must be reset.

PART 3 - EXECUTION

3.1 INSTALLATION, TESTING, OPERATION:

- A. Install hood system in accordance with terms of its UL listing and manufacturers' published installation instructions.
- B. Hood to be hung from structure with 5/8" diameter threaded steel rods and washers with locknuts.
- C. Construct and install ductwork as specified in Section 23 31 10 in accordance with NFPA 96 and locally enforced code requirements.
- D. Coordinate installed height of hood with kitchen equipment.
- E. Provide services of factory start-up technician to start-up hood system and set airflow quantities and airflow patterns necessary to accomplish proper operation. Provide a complete test and balance report. Measure and set exhaust air and make-up air quantities at hood. Record fan motor horsepower, RPM and amps and hood and fan static pressure readings at inlets and outlets. Record test data and submit three copies of this report to the Designer for final approval of hood system. Re-balance system if, in the opinion of Designer, system needs modification for proper operation.
- F. Provide one year guarantee on hood system including any incidental services necessary to produce proper operation.
- G. Provide a certified factory technician to install and certify the fire protection system.
- H. Under Division 26, provide conduit and wiring conforming to NEC, contactors, shunt trip breakers, and fire alarm interfaces for fan operation, cooking equipment shutdown, and fire

alarm warning as required by NFPA 96 and locally enforced code requirements. Wiring system shall not be installed in ducts.

- I. Test hood fans, shutdown devices and fire alarm connections as a total operation. Demonstrate operation to maintenance personnel and to code authority having jurisdiction.

3.2 OWNER'S MANUAL:

- A. Each system shall be provided with a comprehensive owner's manual that shall contain procedures for post clean-up, parts identification, complete wiring diagram, system installation with pictorials for step-by-step procedures, system limitation, inspection and maintenance requirements. Reservicing/recharging procedures shall also be contained in the owner's manual.

3.3 OPTIONAL EQUIPMENT:

- A. AC/DC Wall Plug In Power Supply: Where a constant 9 volt power source is required an AC/DC wall plug in transformer can be supplied. Only a U.L. Listed AC/DC wall plug in power supply that has been tested and listed with the central processing control board shall be used.

END OF SECTION

SECTION 23 81 40 - AIR-COOLED SPLIT SYSTEM HEAT PUMP

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. System to consist of fan-coil indoor unit in combination with direct-expansion air-to-air electric heat pump outdoor unit. Both indoor and outdoor unit to be UL listed and AHRI certified.
- B. Manufacturers to review the allowable space for the indoor and outdoor units considering service access, filter access, airflow clearances, and refrigerant and condensate piping to ensure adequate clearance exists for their units prior to submitting bid. Contractor shall not be allowed an extra should the low bidder prove to have unacceptable clearance.

PART 2 - PRODUCTS

2.1 INDOOR UNIT:

- A. Indoor unit cabinet to be constructed of heavy gauge galvanized steel internally insulated with 1" thickness, minimum 3/4 lb. density fiberglass insulation. Indoor unit cabinet to be phosphatized and finished with baked-on enamel paint.
- B. Construct coil with aluminum plate fins mechanically bonded to copper tubing with brazed joints. Coil to be 3-row minimum.
- C. Drain pan to be welded galvanized steel and insulated.
- D. Fan to be statically and dynamically balanced, forward curved centrifugal type. Fan motor to be permanently lubricated and include internal overload protection. Provide fans with drive necessary to satisfy static pressure requirements.
- E. Provide throwaway type filter, clean and unused at the time building is turned over to Owner. Provide one spare set of filters to Owner at job completion.
- F. Provide auxiliary electric resistance heater.

2.2 OUTDOOR UNIT:

- A. Outdoor unit to contain compressor with crankcase heater, automatically reversible oil pump, suction line accumulator, and internal and external motor protection.
- B. Outdoor unit fan to be vertical discharge propeller type direct driven by factory-lubricated motor.
- C. Outdoor unit coil to be constructed of aluminum fins mechanically bonded to copper tubing with brazed joints.

2.3 CONTROLS AND PROTECTIVE DEVICES:

- A. Controls to include a high pressure switch, low pressure switch and pressure relief device. Compressor motor to have thermal and current sensitive overload devices. Outdoor unit to incorporate positive acting timer to prevent compressor short cycling. Device shall prevent compressor from restarting for a 5-minute period. Automatic defrost control to sense frost accumulation and defrost when necessary. A 24-volt transformer to be factory installed and wired on outdoor units for external control circuit.
- B. System control accessories shall include the following:
 - 1. Start capacitor and relay.
 - 2. Automatic changeover heating/cooling thermostat with 2-stage heating (second stage heat to be electric heat) and fan auto/on switch.
 - 3. Head pressure control for cooling operation down to 0 degrees F outdoor temperature.

2.4 SYSTEM ACCESSORIES SHALL INCLUDE THE FOLLOWING:

- A. Preinsulated and precharged refrigerant piping set. Contractor option in lieu of Section 23 23 00.
- B. Solid brass service valves.
- C. Bi-flow liquid line filter drier.
- D. Outdoor unit coil guard (louvered unit casing).

2.5 WARRANTY:

- A. Provide unit with minimum 5-year compressor warranty.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Locate indoor and outdoor unit where shown on drawings.
- B. Install indoor fan-coil unit on neoprene or fiberglass pad vibration isolators and attach to system duct with flexible connectors.
- C. Locate outdoor unit so as to provide recommended airflow, service and maintenance clearance and mount on a 4 inch high (4 inch above grade) concrete pad.

END OF SECTION

SECTION 26 01 00 - GENERAL PROVISIONS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Secondary power wiring and distribution system.
- B. Telephone system rough-in.
- C. Lighting control equipment.
- D. Electrical control systems and interlock wiring.

1.2 RELATED WORK:

- A. Foundations and pads required for equipment furnished under this division of the specifications.
- B. Field painting, except such painting as is required to maintain shop coat painting and factory finish painting.
- C. Electrical control systems and interlock wiring as required by mechanical drawings, specifications or manufacturer's schematics.
- D. Flashing of conduits into roofing and outside walls.
- E. Heating, ventilating, and air conditioning equipment.
- F. Plumbing equipment.
- G. Kitchen equipment.

1.3 QUALITY ASSURANCE:

- A. Comply with applicable local, state and federal codes.
- B. Comply with applicable requirements of recognized industry associations which promulgate standards for the various trades.
- C. Employ only qualified journeymen for this work. Employ a competent qualified electrician to supervise the work.

1.4 STANDARDS:

- A. Perform work specified in Division 26 in accordance with standards listed below including amendments or revisions. When these specifications are more stringent, they take precedence. In case of conflict, obtain a decision from the Designer.

- B. National Fire Codes (NFPA) including, but not limited to following:
 - 1. NFPA-70 - National Electrical Code. 2020 Edition.
 - 2. NFPA-72 - National Fire Alarm Code. 2019 Edition.
 - 3. NFPA-101 - Life Safety Code. 2021 Edition.
 - 4. NFPA-110 - Power Systems, Emergency and Standby. 2019 Edition.
- C. Applicable Codes:
 - 1. International Building Code. 2021 Edition.
 - 2. International Fire Code. 2021 Edition
 - 3. ANSI Handicapped Code - A117.1. 2017 Edition.
 - 4. IEEE 1584 – Guide for Performing ARC – Flash Hazard Calculations.
- D. Should any work be construed as being contrary to or not conforming to aforementioned codes, such alleged confliction to be brought to attention of **Architect** in writing ten (10) days prior to bid date for review so that such point in question may be resolved. All work to be installed in strict conformity with applicable codes without additional cost to Owner.
- E. Contractor to submit and/or file with proper authorities all necessary specifications and drawings as required by governing authorities.

1.5 DESIGN REQUIREMENTS:

- A. Complete Short Circuit, Protective Device Coordination, and Arc Flash Study to meet requirements of NFPA 70. ARC Flash Study to include new panels and existing equipment being modified.
 - 1. Arc Flash Study: Perform Arc Flash Analysis to include the following at each distribution bus:
 - a. Bolted fault current.
 - b. Arc fault current.
 - c. Protective device characteristic and arc fault duration.
 - d. System voltages and equipment class.
 - e. Working distances.
 - f. Calculated incident energy.
 - g. Calculated arc flash protective boundary.
- B. Arc Flash Sign Installation: Implement the Arc Flash sign installation requirements for electrical equipment as specified in NEC Article 110.16 Flash Protection and NFPA 70E.
- C. Arc Flash Training: Provide training for the Owner's qualified electrical personnel of the potential arc flash hazards associated with working on energized equipment (minimum of 4 hours).
 - 1. The training shall be certified for continuing education units (CEUs) by the International Association for Continuing Education Training (IACET) or equivalent.
 - 2. Include in Project Close-out Documents training notes, outlines, and Power Point presentation of training session. Also include attendance record of personnel attending the training session.
 - 3. Training session shall be video taped. Include copy of DVD of training session in Project Close-out Documents.

1.6 SUBMITTALS:

- A. Submit individual submittals for each item or piece of equipment. Assign a separate submittal number and transmittal to each item. Do **NOT** group items or equipment together in one submittal, they will be rejected and returned without review.
- B. Within fifteen (15) days after contract has been awarded, Contractor to submit to Designer for review a complete list of materials, equipment, and accessories proposed for use, listing the item and manufacturer's name only.
- C. Based upon aforementioned approved listing, Contractor to submit One (1) electronic PDF copy of COMPLETE BROCHURES AND SHOP DRAWINGS OF ALL MATERIALS, FIXTURES, AND EQUIPMENT that he proposes to use giving the names of manufacturers, trade name and specific catalog numbers.
- D. Brochures to be submitted in time to allow fifteen (15) days from date of receipt in Engineer's office before final approval or disapproval is required to meet construction schedule. Submittals to bear Contractor's stamp of approval evidencing he has examined and checked same and information contained therein is in accordance with contract requirements, and any deviations to be clearly marked. Approval of shop drawings not to be construed as permitting departure from the contractual documents.
- E. Above-mentioned brochures to be submitted and approved before any materials are ordered.
- F. In the event that within time stated above contractor fails to submit complete list of materials, equipment and accessories in proper form, the Designer reserves the right to select a full line of materials, fixtures, and equipment, which shall be binding upon Contractor for these materials, fixtures, and equipment as the case may be and which shall be used in his work.
- G. Brochures: Submit complete descriptions, illustrations, specification data, etc. of all materials, fittings, devices, fixtures, special systems, etc., including the following:
 - 1. Panelboards.
 - 2. Wiring devices and plates.
 - 3. Disconnect switches.
 - 4. Lighting, including lamps.
 - 5. Arc flash calculations and printout of labels.
- H. Proposed items to be clearly indicated when other items are shown on same sheet. When proposing items other than those specified, brochures to contain both specified item sheets and proposed item sheets for ease of comparison. On request from Designer, samples shall be submitted and/or set up, as directed, for inspection and approval. Samples will be returned to Contractor.
- I. Shop Drawings: Submit specific shop drawings for major materials including the following:
 - 1. Fire alarms and smoke detection systems, including point-to-point wiring diagrams.
 - 2. Dimensional layout of all electrical rooms, drawn to scale, with equipment location shown therein. Clearances to be in accordance with NEC and local codes.
 - 3. Electrical Coordination Study submitted by switchgear manufacturer to include time-current curves and all related breaker data information. Coordination Study must be approved by the engineer prior to order of switchgear.

1.7 OPERATING AND MAINTENANCE MANUALS:

- A. Prior to final acceptance of the project, furnish to Owner complete bound sets of operation and maintenance manuals of instructions for operation and maintenance of all pieces of equipment and systems provided under this division of specifications.
- B. Manuals to also include all submittal data on all materials and equipment. Clearly indicate items provided on this project. A list giving name and address of nearest supply house carrying spare parts and name of Installation Contractor to be given to Owner.
- C. Verbally instruct Owner's representatives. Contractor to obtain letter signed by the owner's representative indicating that the in-service training has been completed.
- D. Three sets of the following data are required:
 - 1. Operating and maintenance instructions.
 - 2. Spare parts lists.
 - 3. Copies of approved submittal data.
- E. Arrange each set of data in an orderly way, and bind each set in a separate 3-ring, hard-cover binder.
- F. As soon as data accumulates, prepare one of the sets and deliver to the Owner's Representative, continuously updating this set as additional data is obtained.
- G. At completion of work, submit two complete sets of data to the Owner's Representative for distribution to the proper parties.
- H. Short Circuit, Protective Device Coordination and Arc Flash Study.
- I. Arc Flash Hazard/Risk Category Chart, from NFPA 70E, identifying required protective clothing and Personal Protective Equipment (PPE).

1.8 DELIVERY AND STORAGE:

- A. Insofar as possible, deliver items in manufacturers' original unopened packaging. Where this is not practical, cover items with protective materials, to keep them from being damaged. Use care in loading, transporting, unloading, and storage to keep items from being damaged.
- B. Store items in a clean dry place and protect from damage.
- C. All damaged painted surfaces of equipment to be touched up to match original paint.

1.9 RECORD DRAWINGS:

- A. Keep a set of blueline prints at the job site exclusively for recording deviations from the drawings.

- B. Record locations and depths of buried and concealed conduits from fixed easily identifiable objects, such as building walls. Where conduits are concealed in walls, indicate distances off of building corners or other building features not likely to be disturbed by future alterations.
- C. Mark deviations in colored pencils so that work of various systems can be easily identified.
- D. When work is completed, record all deviations on clean sepia copies of drawings.
- E. Submit three sepia copies of completed "record drawings" to Owner's Representative for distribution.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. All materials and equipment used in carrying out these specifications to be American made unless approved otherwise by the Owner and to be new and have UL listing, or listing by other recognized testing laboratory when such listings are available. Specifications and drawings indicate name, type, and catalog numbers of materials and equipment to be used as "standards" shall not be construed as limiting competition. Contractor may at his option, use materials and equipment when, in the judgment of the Designer, they are equivalent to that specified.

PART 3 - EXECUTION

3.1 COORDINATION:

- A. Intent:
 - 1. These sections of specifications and drawings form a complete set of documents for the electrical work of this project. Neither is complete without the other. Any item mentioned in one shall be as binding as though mentioned in both.
 - 2. The intent of these specifications and drawings is to form a guide for a complete electrical installation. Where an item is reasonably necessary for a complete system but not specifically mentioned, such as pull boxes, fittings, expansion fittings, support hangers, etc., provide same without additional cost to Owner.
 - 3. Electrical layouts indicated on drawings are diagrammatical only. Exact location of outlets to be governed by project conditions. The Designer reserves the right to make any reasonable changes (approximately 6 feet) in location of junction boxes, or equipment prior to roughing-in of such without additional cost to Owner.
- B. Deviations:
 - 1. No deviations from specifications and drawings to be made without full knowledge and consent of Designer.
 - 2. Should Contractor find during progress of work that existing conditions make desirable a modification of the requirements of any particular item, report such item promptly to Designer for his decision and instructions.

- C. Insofar as it is possible to determine in advance, leave proper chases and openings. Place all outlets, anchors, sleeves, and supports prior to pouring concrete or installation of masonry work. Should contractor neglect doing this, any cutting and/or patching required to be done is at this contractor's expense.
- D. Visit site and be informed of conditions under which work must be performed. No subsequent allowance will be made because of error or failure to obtain necessary information to completely estimate and perform work involved.
- E. Designer to be mediating authority in all design related deviations and disputes arising on the project.
- F. Coordinate to assure that proper points of service transformer locations, voltage characteristics and capacity of service are in accordance with contract drawings.

3.2 CUTTING AND PATCHING:

- A. Repair or replace routine damage caused by cutting in performance of this contract.
- B. Correct unnecessary damage caused due to installation of electrical work, brought about through carelessness or lack of coordination.
- C. Holes cut through existing floor slabs to be core drilled with drill designed for this purpose. All openings, sleeves and holes in slabs between floors to be properly sealed, fire proofed and water proofed.
- D. Repairs to be performed with materials which match existing materials and to be installed in accordance with appropriate sections of these specifications.

3.3 TRENCHING, EXCAVATION, BACKFILLING, AND REPAIRS:

- A. Provide trenching, excavation, and backfilling necessary for performance of electrical work.
- B. Trenching and excavation to be unclassified. No extra will be paid in event that rock is encountered.
- C. Backfilling to be carefully done using only clean earth thoroughly tamped and compacted below and above embedded items.

3.4 FOUNDATIONS AND PADS:

- A. Provide foundations and pads required for equipment provided under this division of specifications. Coordinate proper size and location of foundations, pads, anchor bolts, and other items to be built into structure.
- B. Concrete to be in accordance with concrete division of these specifications.

3.5 TESTS:

- A. On completion of work, installation to be entirely free from grounds, short circuits, and open circuits. Perform a thorough operational test in presence of Owner or his representative. Balance all circuits so that feeders to panels be not more than 10% out of balance between phases with all available load energized and operating. Furnish all labor, materials and instruments for above tests.
- B. Furnish Owner, as a part of closing file, a copy of such tests including identification of each circuit and readings recorded, also the main service ground test as described in Section 26 05 26 of these specifications. Test information to be furnished to Owner includes ampere readings of all panels and major circuit breakers, insulation resistance reading of motors and transformers.
- C. Prior to final observation and acceptance, test, leave in satisfactory operating condition all electrical systems and equipment including but not limited to the following:
 - 1. Electrical distribution system.
 - 2. Ground fault protection system.
 - 3. Emergency power generation system.
 - 4. Transformers.
 - 5. Fire alarm and smoke detection system.
 - 6. Electric motors for all equipment.
 - 7. Master clock system.
 - 8. Electric safety devices.
 - 9. Any alarm system, including narcotics, generator, door security, etc.
 - 10. Isolation panel ground monitor.
 - 11. CCTV system.

3.6 INSPECTION FEES AND PERMITS:

- A. Obtain and pay for all necessary permits and inspection fees required for electrical installation.

3.7 IDENTIFICATION OF EQUIPMENT:

- A. Properly identify all starters, contactors, relays, safety switches and panels with permanently attached black (normal power) or red (essential systems) phenolic plates with 1/4" white engraved lettering on the face of each attached, with two sheet metal screws. Starters and relays connected by the electrical tradesman to be identified by him whether furnished by him or others.

3.8 TEMPORARY LIGHTS AND POWER:

- A. Provide a temporary electrical lighting and power distribution system of adequate size to properly serve the following requirements, including adequate feeder sizes to prevent excessive voltage drop. Temporary work to be installed in a neat and safe manner in accordance with the National Electrical Code, Article 590, and as required by OSHA or applicable local safety codes.

- B. Provide one pigtail socket with 150 watt lamp for every 1000 square feet of floor area, evenly distributed throughout building and with minimum of one pigtail socket per room.
- C. Provide one duplex power outlet for every 1,500 square feet of floor area, evenly distributed throughout the building. Power outlets to be 20 amp, single phase located as directed by the contractor.
- D. Check with contractor prior to installation to determine if any lighting or power outlets over the maximum quantity noted above are required.
- E. Provide service and panelboards required for above lighting and power outlets.
- F. Power consumption will be paid for by the Owner.
- G. Check with the Contractor prior to installation to determine whether single phase or three phase service is desired.
- H. Contractor to maintain the existing lights and power during normal regular hours as directed by Owner. Any interruption of power must be approved by and coordinated with Owner's representative.

3.9 DEMOLITION:

- A. Contractor shall visit the site before submitting a bid to acquaint himself with existing conditions.
- B. Work in existing buildings shall be scheduled well in advance with the Owner. Work shall be performed at such times and under such conditions as suit the convenience of the Owner. Plan the work to minimize disruption of formal operations.
- C. In renovated areas, remove wiring devices, fixtures, components, electrical equipment, conductors, boxes, and conduits not required to remain in service when this project is complete.
- D. Remove existing conduit and wire from areas to be remodeled, back to panelboard, cabinet or junction box.
- E. Where a circuit is interrupted by removal of a device or fixture from that circuit, the contractor shall install wire, conduit, etc., as required to restore service to the remaining devices and fixtures on that circuit.
- F. Lighting fixtures, wiring devices, panelboards, and conductors removed shall be offered to the Owner. If he chooses to retain these items or a part of these items, turn those chosen over to him. Items rejected by the Owner shall be removed from the project site by the contractor.

3.10 OBSERVATIONS:

- A. When field observation services are a part of the project scope, Engineer's office will provide periodic observation of the progress of work specified herein. Purpose of the observation is to

ensure compliance of Contractor's work with specifications and drawings. Engineer's office will also observe tests required of Contractor as called for in other sections of specifications.

- B. Specifications and drawings represent work to be done in view of total project requirements. Final location of conduits, fixtures, panels, switchboards, etc., to eliminate possible conflict with other trades is responsibility of Contractor. Contractor to provide all supervision required for his personnel to ensure that installation is made in accordance with specifications and drawings and all safety rules and regulations are observed. In event of conflicts of work on project with other trades, Contractor to make every reasonable effort to resolve conflict through meetings and discussions with other parties involved, by preparation of drawings or other appropriate action. Only after this has been done shall the Engineer's assistance be requested.
- C. When Engineer is requested to visit project to aid in resolution of conflicts or for witnessing tests, he shall be given a minimum of 48 hours notice prior to time his presence is required at job site.

3.11 WARRANTY-GUARANTEE:

- A. Designer reserves right to accept or reject any part of installation which does not successfully meet requirements as set out in these specifications.
- B. Contractor shall and hereby does guarantee all work installed under this division shall be free from defects in workmanship and materials for a period of one year from date of final acceptance, whichever is earliest. The above parties further agree that they will repair and replace any defective material or workmanship which becomes defective within the terms of this warranty-guarantee.

END OF SECTION

SECTION 26 05 19 - CONDUCTORS 600 VOLT AND BELOW

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide a complete system of conductors for lighting, power, and controls throughout building.
- B. Refer to drawings for sizes of conductors.

PART 2 - PRODUCTS

2.1 CONDUCTORS - POWER AND LIGHTING:

- A. Provide 98% conductivity copper conductors with 600-volt insulation.
- B. Interior conductors shall be Type THHN-2/THWN-2 insulation.
- C. 600-volt insulation for conductors installed in underground raceways shall have XLP (cross-linked polyethylene) insulation, Type XHHW-2.
- D. For feeder and branch circuit conductors No. 12 AWG and No. 10 AWG, provide solid type.
- E. For all control and motor circuits, and all conductors No. 8 AWG and larger, provide stranded type.
- F. Conductors shall be manufactured by Triangle, Phelps Dodge, Southwire, or approved substitute.
- G. Provide white or gray colored neutral conductors; provide black or color coded phase conductors.
- H. Provide No. 14 AWG stranded type THHN fixture conductors, for conductors entering fixtures and in stems of pendant fixtures.
- I. Provide type THHN stranded conductors, 90 degrees C for conductors running through continuous rows of fluorescent fixtures.
- J. For service entrance conductors and panel feeders (#1/0 and larger), stranded aluminum conductors of equivalent ampacities may be substituted. Increase conduit sizes to accommodate larger aluminum conductors.
- K. Where permitted by local codes, Type MC cable may be used for branch circuits routed concealed above ceilings or in walls.

2.2 CONDUCTORS – CONTROLS:

- A. Single Conductor
 - 1. Class B stranded soft-drawn copper with 600 volt thermoplastic insulation.
 - 2. Size 14 AWG.
 - 3. Type THHN/THWN.
- B. Multiconductor
 - 1. 600 Volt insulated Type TC
 - 2. 16 AWG stranded (7x24) copper
 - 3. PVC insulation – unshielded
 - 4. 90 ° C rating

2.3 CONDUCTORS – INSTRUMENTATION:

- A. Type TC, Class B concentrically stranded copper with 300 volt PVC insulation.
- B. Single twisted pair of triad shielded cables as required.
- C. Overall foil shield with stranded, tinned copper drain wire.
- D. Separate communication wire for calibration.
- E. Size 16 or 18 AWG.
- F. Temperature Rating: 105 degrees C.

2.4 CONDUCTORS – THERMOCOUPLE:

- A. Solid thermocouple extension wire with 300 volt PVC insulation (nominal 16 mils).
- B. Color coded per ANSI - MC96.1 - 1982.
- C. Single twisted pair, one conductor identified, with overall aluminum/mylar shield with a tinned copper drain wire.
- D. PVC insulated copper communications wire.
- E. Size 16 AWG for runs over 100 feet - otherwise 20 AWG.
- F. Temperature Rating: 105 degrees C.

2.5 DATA CONNECTIONS:

- A. Ethernet shall be CAT-6 manufacturer's rated cable.
 - 1. Industrial Ethernet cable with 300 volt PVC jacket
 - 2. RJ-45 Compatible
 - 3. Gigabit Ethernet, Ethernet I/P compliant
 - 4. Temperature Rating: 75 degrees C.

- B. Ethernet Fiber Optic cable shall be multimode with the following features.
 - 1. Fiber Type: 62.5/125/250 Micron
 - 2. 12 Fiber unless specifically detailed on plans
 - 3. Gigabit Ethernet compatible.TIA/EIA 455 certified for crush and impact resistance.
 - 4. 300 volt PVC insulated.
 - 5. Temperature Rating: 70 degrees C.
- C. Serial RS-485 cable shall be 22 gauge twisted, shielded pairs (2-pair).
 - 1. 100% foil covered.
 - 2. 65% braid.
 - 3. 120 ohm characteristic impedance.
 - 4. 11 pF/ft conductor to conductor and 20.9 pF/ft conductor & shield.
 - 5. 300 volt, 60°C PVC jacket.
- D. Allen-Bradley DH+ cable.
 - 1. Twinax shielded cable.
 - 2. Nominal characteristic impedance: 78 ohms
 - 3. Nominal inductance: 0.13 μ H/Ft
 - 4. Nominal capacitance: 19.7 pF/Ft conductor to conductor.
 - 5. Outer jacket: 300 volt PVC for dry installation and Polyethylene for wet applications.
 - 6. Temperature Rating: 80 degrees C.
- E. ControlNet cable
 - 1. RG-6/U Coax with 18 AWG solid copper conductor
 - 2. Quad shielded with 100 % coverage
 - 3. Nominal characteristic impedance: 75 ohms
 - 4. Nominal inductance: 0.093 μ H/Ft
 - 5. Nominal capacitance: 16.3 pF/Ft conductor to shield.
 - 6. Outer jacket: PVC for dry installation and PVDF for wet applications.
 - 7. Temperature Rating: 75 degrees C
- F. ODVA DeviceNet (Thicknet) Cable
 - 1. Multiconductor cable with stranded conductors.
 - 2. 15 & 18 AWG tinned conductors for bus power and data.
 - 3. 65% coverage braided shield
 - 4. Impedance per pair: 120 ohms
 - 5. Nominal capacitance: 12 pF/Ft (18 AWG pair)
 - 6. 600 volt PVC outer jacket
 - 7. Temperature Rating: 75 degrees C.
- G. ODVA DeviceNet (Thinnet) Cable
 - 1. Multiconductor cable with stranded conductors.
 - 2. 22& 24 AWG tinned conductors for bus power and data.
 - 3. 65% coverage braided shield
 - 4. Impedance per pair: 120 ohms
 - 5. Nominal capacitance: 12 pF/Ft (18 AWG pair)
 - 6. 600 volt PVC outer jacket
 - 7. Temperature Rating: 75 degrees C.
 - 8. Rated for NEC Class II application.

- H. Foundation Fieldbus or PROFIBUS Cable
 - 1. 18 AWG stranded tinned copper twisted conductors
 - 2. 100 % overall aluminum foil-polyester shield with drain wire
 - 3. Inductance: 0.19 μ H/Ft
 - 4. Impedence: 100 ohms at 0.03125 MHz
 - 5. Nominal Capacitance: 24 pF/Ft conductor to conductor
 - 6. 300 volt PVC outer jacket
 - 7. Temperature RATING: 105 degrees C

2.6 ACCEPTABLE MANUFACTURERS AND TYPES - CONTROLS, INSTRUMENTATION, DATA CONNECTIONS AND THERMOCOUPLE:

- A. Use Belden or approved substitute.
- B. Control Wiring: Belden 27618A multiconductor cable
- C. Instrumentation: Twisted Pair – Belden 1032A or Belden 3076F cable.
- D. Instrumentation: Twisted Triad – Belden 1031A cable.
- E. Thermocouple Extension: Belden 311xA series cable where x = thermocouple type.
- F. Ethernet Cable: Belden DataTuff 7923A cable
- G. Ethernet Fiber: Belden I60xx55 Fiber cable where x = number of fibers
- H. RS – 485 Cable: Belden 3107A cable
- I. ControlNet Cable: Belden 3092A or 3093A for underground and wet locations
- J. DH+ Cable: Belden 9463 or Belden 9463DB for underground locations
- K. DeviceNet: Belden 7897A (Thicknet) or 3084A (Thinnet)
- L. Foundation Fieldbus and PROFIBUS Cable: Belden 1327A (2 – Pair) for connection from control cabinet to segment protector and Belden 3076F (1 – Pair) for instrument drop connection.

2.7 TYPE MC CABLE:

- A. Type MC Cable shall not be used without prior written approval from the Owner. If approval is given, MC Cable shall only be permitted as allowed by local code and as described below.
- B. MC Cable is not permitted (under any circumstance) for use on Emergency Circuits – Life Safety Branch.
- C. Maximum length of MC Cable per branch circuit shall be limited to 35 feet after transition from EMT. MC Cable shall not be permitted directly inside a panelboard. EMT conduit shall be used from the panel.

- D. MC Cable shall not be permitted for use in branch circuits serving HVAC, elevator/escalator, and kitchen equipment loads.
- E. MC Cable shall not be permitted for use within mechanical, electrical, or telecommunications rooms.
- F. MC Cable shall not be used for exposed branch circuits or wet locations.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install pull boxes in circuits or feeders over 100' long.
- B. All conductors shall be continuous from origin to panel or equipment termination without splices where possible. Where splices and taps are necessary or are required, they shall be made in splice boxes with suitable connectors.
- C. Make all splices or connections only at outlet, pull or junction boxes.
- D. Install instrument and data connection conductor in separate raceways from all other conductors. Separate control wiring from power wiring in separate raceways. Separation distances shall be as specified by control system manufacturer or as listed in IEEE Standard 518, whichever is greater.
- E. Bend radius on conductors shall be less than the limitations listed by the cable manufacturer.
- F. Deliver all conductors to job site new and in original wrapping, package or reel.
- G. All conductors and connections shall test free of grounds, shorts, and opens.
- H. For 20-amp, 120-volt branch circuits, provide No. 10 wire in lieu of No. 12 wire for any branch circuit in excess of 90 linear feet to prevent excessive voltage drop. Where branch circuit exceeds 175 linear feet, use No. 8 wire.
- I. Use Ideal wing nuts, Scotchlok Type Y, R, G, or B, or approved equivalent connectors for fixture connections at outlet boxes.
- J. Make feeder taps and joints with OZ type T, PT, PM or PTS, or approved equivalent clamp connectors as manufactured by Kupler, or with approved compression sleeves. Wrap connectors with No. 10 electro-seal or approved equivalent plastic filler and vinyl tape.
- K. Use only compression lugs equal to T & B series 60,000 for termination of aluminum conductors.
- L. Leave a minimum of 8" slack wire in every outlet box whether it be in use or left for future use.

- M. Color code conductors as follows:

CONDUCTOR COLOR CODE	
	120/240 Volt
Phase A	Black
Phase B	Red
Neutral	White
Ground	Green

- N. If the above conflicts with existing color coding, match existing.
- O. Use factory color coded conductors where commercially available. If not, use black wire and band with color tape.

END OF SECTION

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The entire system of raceways and equipment to be grounded in accordance with Article No. 250 of latest edition of National Electrical Code and any local regulation or governmental governing authority.

PART 2 - PRODUCTS

2.1 EQUIPMENT REQUIREMENTS:

- A. Main service panelboard shall be bonded to street side of first flange or coupling of incoming main water line serving project with heavy-duty ground clamp in accordance with Article 250.104 of N.E.C. The grounding electrode conductor shall be sized in accordance with Table 250.66 of N.E.C. An additional ground wire of same size shall be run to a tripod grounding rod system driven in ground outside foundation of building. This system shall consist of three 3/4" x 10' copperweld ground rods driven in ground in an equilateral triangular configuration with a minimum of 15' spacing between each. Connection of each ground rod to one another shall be made using a conductor of same size as being run for main service ground. Building steel shall be connected to ground bus on main service with a conductor the same as required on the service. This ground will be in addition to the previously specified grounds.

2.2 GROUND CLAMPS:

- A. OZ Electrical Manufacturing Company, Steel City, Appleton, or approved substitute.
- B. Feeder circuits to panels, motor control centers, etc., shall have a separate green grounding conductor in conduit sized in accordance with Table 250.122 of N.E.C.
- C. All branch circuits shall have a separate green grounding conductor installed in same conduit as phase and neutral conductor from panel ground bus to device. The grounding conductor shall be sized in accordance with Table 250.122 of N.E.C.
- D. Ground all electrically operated equipment utilizing separate code size grounding conductors run in feeder conduits or contained within outer jacket enclosing the circuit conductors contained in flexible cords.
- E. Flexible conduit will not be approved as achieving continuity of ground. All flexible conduit shall have a jumper wire sized to ampacity of branch breaker and shall be connected to conduit system on both ends; this applies to fixtures, motors, controls, etc.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Effectively bond all grounding conductors to grounding electrodes, equipment enclosures and ground busses.
- B. Provide a shunt path around main water meter by bonding around both sides of meter to assure continuity.
- C. Locate all grounding attachments away from areas subject to physical damage. Provide protective covering as required.
- D. Clean all non-conductive surfaces on equipment to be grounded, to assure good electrical continuity.
- E. Ground on main service shall be tested to obtain no greater than 10 ohms using 3-Point Fall of potential test. Test data shall be submitted to Engineer for review and such test data shall become a part of the final brochure.

END OF SECTION

SECTION 26 05 29 - SUPPORTING DEVICES AND HANGERS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide a system of supporting devices and hangers to ensure secure support or bracing for conduit, electrical equipment, including safety switches, fixtures, panelboards, outlet boxes, junction boxes, cabinets, etc.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Provide appropriate supporting devices and hangers as manufactured by Erico Products, Inc., Steel City, Rayco, or approved substitute:
 - 1. Vertical flange clamps (beam clamps).
 - 2. "Z" purlin clips.
 - 3. Conduit clips.
 - 4. Universal clamps (Beam clamps).
 - 5. Beam clamps (set screw type).
 - 6. Combination push-in conduit clips.
 - 7. Combination conduit hanger clamps.
 - 8. Flexible conduit clips.
 - 9. Special combination conduit clips.
 - 10. One hole steel straps.
 - 11. Minerallac conduit hangers.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Secure conduits to within 3' of each outlet box, junction box, cabinet, fitting, etc., and at intervals not to exceed ten feet (10') for EMT and IMC conduit and in accordance with Table 344.30 (B) (2) for Rigid Steel conduit.
- B. Install clamps secured to structure for feeder and other conduits routed against the structure. Use drop rods and hangers or racks to support conduits run apart from the structure.
- C. Furnish and install suitable angle iron, channel iron or steel metal framing with accessories to support or brace electrical equipment including safety switches, fixtures, panelboards, outlet boxes, etc.

- D. Paint all supporting metal not otherwise protected, with rust inhibiting primer and then with a finish coat if appropriate to match the surrounding metal surfaces. (Prepainted or galvanized support material is not required to be painted or repainted.)
- E. Use of chains, perforated iron, bailing wire, or tie wire for supporting conduit runs will not be permitted.
- F. For support of low voltage wiring not required to be in conduit, Contractor shall bundle cables together in a neat manner using approved nylon tie wraps. Bundled cables shall be supported with "J" hooks on telephone type bridle rings, a minimum of 6 feet on centers. Contractor shall clearly identify all differing types of cables being run and tag them with tape tags reading "telephone", "data", etc., for the appropriate system cables. Identification tape shall be provided at minimum intervals of 25 feet on center and within each building space.

END OF SECTION

SECTION 26 05 34 - RACEWAYS AND CONDUIT SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide a complete conduit system with associated couplings, connectors, and fittings.
- B. Conduits shall be mechanically and electrically continuous from outlet to outlet and from outlets to cabinets, pull or junction boxes.

1.2 SUBMITTALS:

- A. Submittal for products furnished under this section is not required.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. IMC, RGS and EMT conduit shall be hot-dip galvanized, or electrogalvanized steel by Allied, Wheatland Tube, Republic Conduit, Western Tube, or approved substitute.
- B. Erickson couplings for IMC and RGS, shall be used where neither length of conduit can be rotated.
- C. IMC/RGS conduit connectors from 1/2" to 4" trade sizes shall use compression type.
- D. EMT conduit connectors from 1/2" to 2" trade sizes shall use set screw type. EMT conduit connectors from 2-1/2" to 4" trade sizes shall use two set screw type.
- E. Weatherproof hub shall be complete with sealing "O" ring or sealing locknuts.
- F. Provide polyvinyl chloride (PVC) conduit, Type 40, and associated couplings, connectors, and fittings. PVC conduit shall be UL listed and 90 degrees C UL rated.

2.2 ELECTRICAL METALLIC TUBING (EMT):

- A. Use Electric Metallic Tubing (EMT) for:
 - 1. Branch circuits installed overhead, both exposed and concealed, installed more than 6 feet above finished floor.
 - 2. Branch circuits originating from isolated panels (O.R., Cystoscopy, or Delivery).

2.3 INTERMEDIATE METAL CONDUIT (IMC):

- A. Use Intermediate Metal Conduit (IMC) for:
 - 1. Panelboard feeders.
 - 2. Branch circuits installed in hazardous areas.
 - 3. Branch circuits and feeders installed in concrete slabs at ground floor.
 - 4. Branch circuits installed exposed below 6 feet above finished floor.
 - 5. Branch circuits installed in wet locations.
 - 6. Pendant drops.

2.4 RIGID GALVANIZED STEEL (RGS):

- A. Conduit Use:
 - 1. Interior and exterior exposed primary service conduit.
 - 2. Interior and exterior exposed secondary service conduit.
 - 3. Exterior exposed branch circuits.

2.5 POLYVINYL CHLORIDE (PVC):

- A. Use PVC for:
 - 1. Service entrance conduits for power encased in concrete.
 - 2. Service entrance conduits for telephone.
 - 3. Exterior feeders encased in concrete.
 - 4. Exterior underground branch circuits.
- B. PVC conduit shall not be used for feeders or branch circuits inside the building.

2.6 FLEXIBLE METAL CONDUIT:

- A. Provide a flexible metal conduit system for the termination points at equipment that may possibly vibrate such as motors, welders, etc. The length shall not exceed 6 feet.
- B. Conduit shall be electrically continuous from outlet or conduit end to the utilization equipment.
- C. The total length of flexible conduit in any circuit shall not exceed 6 feet.
- D. Where exposed to continuous or intermittent moisture, conduit shall be liquid tight flexible type, U.L. Type EF.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Minimum size of conduits shall be 1/2 inch.
- B. Conduit joints shall be cut square, threaded, reamed smooth, and drawn up tight so conduit ends will butt in couplings, connectors, and fittings.

- C. Make bends or offsets with standard ells or field bends with an approved bender.
- D. Run conduits concealed in floor slabs, below slabs, or in walls in direct line with long sweep bends or offsets. Run exposed conduits and conduits run above lay-in ceilings parallel to and at right angles to building lines. Group multiple conduit runs in banks.
- E. Secure conduits to all boxes and cabinets with two locknuts and bushings so system will be electrically continuous from service to all outlets.
- F. Cap ends of conduits to prevent entrance of water and other foreign material during construction.
- G. Complete conduit systems before pulling conductors.
- H. Provide cable supports in conduits rising vertically in accordance with the National Electrical Code, Article 300-19.
- I. Provide nylon pull cord in all empty conduits. Steel wire not acceptable as pull wire.
- J. Conduits which pass through floor slabs (except ground floor) shall be sealed with concrete grout. Seal around conduits or other wiring materials passing through partitions, which extend to the underside of the slab above, and those passing through smoke partitions and fire-rated walls. Refer to appropriate details on architectural and mechanical drawings.
- K. Conduits which enter crawl space, tunnels, and basements from outside the building shall be grouted-in to prevent entry of gases, vapors, insects, or rodents to these spaces from street mains.
- L. Conduit not serving elevator equipment shall not be permitted to pass through elevator shafts or elevator equipment rooms.
- M. Where IMC or RGS conduit is installed in a cabinet, junction box, pull box, or auxiliary gutter, conductors shall be protected by an insulated bushing. Locknuts shall be installed on conduit outside and inside enclosure.
- N. In areas where enclosed and gasketed fixtures and weatherproof devices are specified, where rigid conduit enters a sheet metal enclosure, junction box and outlet box, and not terminated in a threaded hub, a steel, or malleable iron nylon insulated hub, complete with recessed sealing "O" ring or sealing locknut shall be used.
- O. Where conduits stub up in conduit space beneath switchgear and do not connect directly to equipment enclosures, use malleable iron nylon insulated ground bushing with a lay-in lug design complete with bonding screw, Raco 1212-1296.
- P. Provide seal-off fitting in all conduits entering hazardous areas and any conduits entering a cold temperature area such as freezers and dry refrigerators.
- Q. In concrete slabs, block up conduit from forms and securely fasten in place. All conduits in slabs shall have a minimum of 1-1/2 inches concrete coverage above and below.

- R. Encase in 4 inches of 1:2:4 mix concrete on all sides all feeder conduits laid below ground outside building foundation line.
- S. Where conduits running overhead pass through building expansion joints they shall be connected by flexible metal conduit of same size with sufficient slack to allow conduits on either side of expansion joint to move a minimum of 3 inches in any direction. Provide supports as required on each side of expansion joint, all in accordance with seismic requirements of specific area.
- T. Conduits for feeders and branch circuits shall be terminated directly into panelboard enclosure without the use of pull boxes, junction boxes, wireways, or auxiliary gutters, unless the panelboard enclosure does not provide sufficient surface area for all conduits. Where such cases exist, the contractor shall notify the Designer. In no case will splices in such boxes, wireways, etc., be permitted.
- U. Failure to route conduit through building without interfering with other equipment and construction shall not constitute a reason for an extra charge. Equipment, conduit, and fixtures shall fit into available spaces in building and shall not be introduced into building at such times and manner as to cause damage to structure. Equipment requiring servicing shall be readily accessible.
- V. No conduit shall be installed in elevated slabs.

3.2 EMT:

- A. Do not use electric metallic tubing in cinder concrete or cinder fill where subject to permanent moisture unless protected on all sides by a layer of noncinder concrete at least 2 inches thick or unless the EMT is at least 18 inches under the fill. Use of set-screw fitting is not acceptable in concrete or in fill under slab.

3.3 PVC;

- A. Use threaded fittings for all connectors and adapters.
- B. Provide code sized ground conductors in all power conduit runs.
- C. Provide 1/4-inch nylon pull rope in all primary power and incoming telephone service entrance conduits.
- D. Encase all PVC conduit in reinforced concrete with a minimum of 4-inch encasement on all sides except exterior branch circuits.
- E. No PVC shall emerge from the ground or the concrete slab or encasement. PVC shall convert to galvanized rigid metal prior to its emergence.
- F. Make bends with standard ells or with an approved heat bender.

3.4 FLEXIBLE METAL CONDUIT:

- A. Flexible metal conduits shall be 1/2 inch minimum size.
- B. Where fittings for liquidtight flexible conduit are brought into an enclosure with a knock-out, a gasket assembly, consisting of one piece "O" ring, with Buna-N sealing material, Raco Series 3500, shall be installed on outside of box. Fittings shall be made of either steel or malleable iron only, and shall have insulated throats or insulated bushings.
- C. In dry locations, where final connections to motors and other equipment may be made with flexible metal conduit, fittings shall be of steel or malleable iron only with insulated throats or insulated bushings, and shall be of wedge and screw type having an angular wedge fitting between convolutions of conduit.
- D. An additional copper ground wire shall be installed inside of flexible conduit and bonded at each end to assure continuity of ground to lighting fixtures, controls, and other utilization equipment.
- E. All recessed lighting fixtures shall be connected with flexible metallic conduit from outlet box to fixture. Rigid conduit connections to lighting fixtures are not acceptable.
- F. Install liquidtight flexible conduit in such a manner as to prevent liquids from running on the surface toward fittings.
- G. Allow sufficient slack conduit to reduce the effect of vibration.

END OF SECTION

SECTION 26 05 37 - OUTLET BOXES

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide each fixture, switch, receptacle, communication devices, and other wiring devices with a galvanized outlet box of appropriate size and depth for its particular location and use unless indicated otherwise.

1.2 SUBMITTALS:

- A. Submittals are not required for items furnished under this section.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Outlets and junction boxes shall be Steel City or approved substitute.
- B. Provide 4" square x 1-1/2" deep boxes for switches and receptacles in drywall partitions. Use square cut plaster rings of proper gauge and depth.
- C. Provide 4" x 1-1/2" octagonal boxes for ceiling outlets. For increased cubic capacity provide 4" x 2-1/8" octagonal, 4" x 1-1/2" square or 4" x 2-1/8" square boxes for ceiling outlets.
- D. Provide 4" x 3-1/2" octagonal concrete rings with removable back plates and fixture studs for ceiling outlets in prestressed or reinforced concrete slabs.
- E. Provide 2-1/2" x 3-3/4" one gang masonry boxes for switches and receptacles installed in concrete block walls not plastered. For increased cubic capacity provide 3-1/2" x 3-3/4" one gang masonry boxes. Where more than two conduits enter the box from one direction, provide 4" square boxes with square cut device covers not less than 1" deep specifically designed for this purpose. Use round edge plaster rings only if the block walls are to be plastered. Use sectional or gangable type outlet boxes only in dry wall construction.
- F. For all systems boxes, provide 4-11/16" square outlet boxes with square cut device corners for block walls or round edge plaster rings for plastered walls. Single gang device boxes are not acceptable.
- G. Permanent barriers shall be furnished in multi-gang boxes if the voltage between adjacent wiring devices exceeds 300 volts.
- H. Provide galvanized malleable iron fittings with threaded hubs for screw connections and with the proper type covers for switches and receptacles served by exposed conduit. Use pressed steel outlet only for ceiling fixture outlets.

- I. Provide galvanized malleable iron condulets with threaded hubs and covers and with proper configurations for all changes of direction of exposed conduits. Standard conduit ells may be used if they do not interfere or damage or mar the appearance of the installation.
- J. Provide rectangular boxes for floor outlets. Boxes to be 2-gang or 3-gang, fully adjustable before and after concrete pour, Steel City No. 642-643. Cover to be Steel City No. P64-D4/P6DS, aluminum, with duplex screw cover for duplex receptacle. Carpet flange to be lexan type. Fittings to be Steel City No. SFH50, satin aluminum for high tension and Steel City No. SFH50-TEL, satin aluminum for low tension. For boxes in elevated slabs less than four inches thick, use Steel City 642 and 643-SC.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Locate boxes to prevent moisture from entering or accumulating within them.
- B. Use boxes of sufficient cubic capacity to accommodate the number of conductors to be installed. See Article #370 of the latest edition of the National Electrical Code.
- C. Effectively close unused openings in boxes with metal plugs or plates.
- D. Set recessed boxes so that front edges are flush with finished surfaces.
- E. Secure boxes to surfaces upon which they are mounted or embed boxes in concrete or masonry. Support boxes from structural members with approved braces.
- F. Install blank device plates on outlet boxes left for future use.
- G. Provide bushings in holes through which cords or conductors pass.
- H. Install boxes so that the covers will be accessible at all times.
- I. Outlet boxes in walls shall not be mounted back to back. Where drawings show outlets on both sides of the same wall, the boxes shall be staggered sideways and connected with short nipples to prevent passage of sound. Where outlets are mounted on both sides of same fire wall they are to be staggered a minimum of 24 inches to maintain the ratings of the wall.
- J. Where required to hang a specified fixture, provide a fixture stud of the no-bolt, self-locking type on ceiling outlets.

END OF SECTION

SECTION 26 05 43 - UNDERGROUND ELECTRIC SERVICE

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Service will be underground and will be a 120/240-volt, Single-phase, 3-wire.
- B. System will be serviced by Mississippi Power Company.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Service to be grounded in accordance with latest edition of National Electric Code, Article No. 250, and any special requirements as required by municipal, state, or federal authorities having jurisdiction.
- B. Metering to be provided by power company.
- C. Terminal pole, transformers, lightning arrestors, etc., to be provided by power company.
- D. Meter base to be provided by the power company and installed by Division 26 on **building** where indicated on drawings. Division 26 to provide a 1-1/4" conduit from power company current transformers to meter base where indicated, all to be coordinated with power company to obtain final location.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Contractor to provide secondary conduit, wire, service heads, excavation, backfill, concrete, etc., from a point approximately 25' up pole (to be coordinated with power company) to main service disconnect within building.

3.2 SERVICE COORDINATION:

- A. Division 26 shall be responsible for coordination with power company to determine final exact location of transformer pole and point of service and shall furnish a breakdown of loads for the power company.

END OF SECTION

SECTION 26 24 16 - PANELBOARDS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide circuit breaker type panelboards as indicated on drawings and as specified in this section.
- B. Refer to drawings for numbers of branch circuits, their ratings, number of poles, arrangements, etc.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS/EQUIPMENT:

- A. Provide panelboards by Square D, G.E., Siemens, Cutler-Hammer, or approved substitute. Square D type designations are used to indicate type and quality of panelboards.
- B. Lighting panelboards for 120/240-volts, 1-phase, 3-wire service shall be Square D type NQOD.
- C. Power panelboards for 120/240-volt, 1-phase, 3-wire service shall be Square D I-Line distribution type.
- D. Lighting and power panelboards and their associated circuit breakers shall be furnished with a short-circuit current rating greater than the available fault current shown on the panel schedules.
- E. Series rated panelboards are not acceptable.
- F. Provide panelboards of circuit breaker, dead-front safety type, UL labeled and meeting all applicable requirements of the National Electrical Manufacturers Association.
- G. Provide panelboards with lugs (both main lugs and branch circuit lugs) suitable and UL approved for aluminum and copper 75 degree C rated conductors.
- H. Provide shunt trip and GFI breakers where indicated on panel schedule.
- I. Provide electrically isolated neutral bars.
- J. Provide separate ground bars complete with lugs or connectors on bar.
- K. Provide panelboards with sequence phased bus bars or distributed phase bussing for: 1-phase, 3-wire, 120/240-volts wye.
- L. Provide panel doors equipped with chrome-plated locks and catches, all keyed alike. Provide two keys for each lock. Provide fronts with adjustable indicating trim clamps.

- M. Provide thermal magnetic circuit breakers which are fully rated and temperature rated for a 40 degree C ambient. Breakers shall be quick-make, quick-break type with trip indication shown by handle position other than ON or OFF and with a common trip on all multi-pole breakers.
- N. Where specific panelboard types, breaker types, or adjustable breaker devices are shown on the drawings, and the contractor elects to use another manufacturer or type, contractor will be responsible for additional cost incurred by the designer for evaluation of breaker coordination.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Ground separate ground bars to panel boxes and to the main service entrance ground bus with a code-sized grounding conductor installed in the same conduit as the phase and neutral conductors.
- B. Install all circuits which use a common neutral in accordance with the latest edition of the National Electrical Code, Article Nos. 210-4, 210-5, 215-4, and 220-4d. Balance all circuits to achieve not greater than 10% unbalanced neutral current in panel feeders.
- C. Provide six circuit breaker handle lock-on devices for each lighting panelboard for installation by the contractor on circuits as directed by the Owner to prevent unauthorized personnel from turning off circuits to controls, unit heaters, clocks, night lights, etc. Turn the spare lock-on devices over to the Owner for his use.
- D. Provide typed directory cards mounted under plastic on the doors of all panelboards. The directories shall indicate the type of devices being served, including the space number or space names in which the devices or fixtures are located.
- E. Provide engraved Bakelite nameplates for all the circuit breakers in use on power panelboards. Indicate the device, panel, or motor being served with 1/4" high letters. Provide nameplates without engraving for the spare breakers and/or spaces. Secure all nameplates to the panelboard trim with two roundhead sheet metal screws.
- F. Provide engraved Bakelite nameplates on the visible face of all lighting and power panels indicating the panel and emergency system branch designation in 3/8" letters. Secure the nameplates with a minimum of two round-head sheet metal screws. Normal power nameplates shall be black and emergency power nameplates shall be red.
- G. Provide 7 sets of final as-built drawings for the panels after delivery of the panels for distribution by the Owner.

END OF SECTION

SECTION 26 27 26 - WIRING DEVICES

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide switches, receptacles, device plates, and other wiring devices as indicated on drawings.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Acceptable manufacturers include Leviton, Hubbell, Eagle, Arrowhart, Pass and Seymour, and Bryant. Leviton numbers are used for clarity.

2.2 SWITCHES:

- A. 20-Amp, 120/277 VAC:
 - 1. Single pole: Leviton No. 1221-2W.
 - 2. Three-way: Leviton No. 1223-2W
 - 3. Single pole, weatherproof: Leviton No. 1221-2W with Steel City No. SW1-C weatherproof plate.
 - 4. Single pole with pilot light (120 VAC): Leviton No. 1221-PLC.
 - 5. Momentary contact switch: Leviton No. 1257.
- B. Dimmers shall be universal (LED/CFL/MLV/Incandescent) slide dimmers equal to Leviton DSM10-1LZ.

2.3 RECEPTACLES:

- A. 20-Amp, 125-VAC, NEMA 5-20R:
 - 1. Duplex type: Leviton No. 5362-W (white).
 - 2. Ground fault circuit interrupter: Leviton No. MGFN2-W (white).
 - 3. GFCI Duplex type, heavy-duty industrial grade, Weather and Tamper-Resistant: Leviton G5362-WTW (White).
 - 4. Weatherproof "In Use", extra-duty type cover: Leviton 5980-UCL.
 - 5. Duplex type, heavy-duty industrial grade, Weather and Tamper-Resistant: Leviton TWR20-W (White).
 - 6. Tamper resistant type: Leviton 5362-SGW (white).
 - 7. Duplex isolated ground type: Leviton 5362-IGW (white).

2.4 MISCELLANEOUS DEVICES:

- A. Twist lock receptacle: Hubbell No. 23000-HG series or approved substitute.
- B. Flush dryer receptacle, 30-amp, 125/250 VAC: Leviton No. 5207 with No. 84028 plate.
- C. Flush range receptacle, 50-amp, 125/250 VAC: Leviton No. 5206 with No. 84028 plate.
- D. Clock outlet: Leviton No. 5261CH.

2.5 DEVICE PLATES:

- A. Provide Leviton Series 84 stainless steel Leviton Series 80 nylon plates (white), red for emergency circuits, or approved substitute. Provide cast alloy or stamped metal plates on all exposed switches and receptacles.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Mounting:
 - 1. Mount all switches 46" above the finished floor to centerline of switch unless noted otherwise.
 - 2. Mount all receptacles 18" above the finished floor to centerline of receptacle unless noted otherwise.
 - 3. Mount weatherproof receptacles vertically.
 - 4. Work devices to nearest block course using proper type outlet boxes as specified under Section 26 05 37. Check architectural and furniture drawings for counter (desk, special booth etc.) locations. Mount devices above work counters. Verify other special mounting conditions and locate devices as required.
- B. Polarity: Properly wire all convenience outlets so that the hot wire, the neutral wire and the ground wire connect to the proper terminal on all receptacles.
- C. Grounding: Install all receptacles in boxes specified under Section 26 05 37 and install a No. 12 green ground wire from device grounding terminal back to the grounding bus in the panelboard and bond to outlet box.
- D. Receptacles shown on the drawings as "special mounting height" shall be installed at mounting height as indicated on drawings. Where no mounting height is given and receptacles are above counters (or casework), they shall be mounted with centers 4" above top of counter. If the counter has a backsplash, receptacles shall be mounted with centers 4" above top of backsplash. Where special mounting height receptacles are not above counters and no mounting height is indicated, receptacle mounting heights shall match adjacent light switches or above counter receptacles. The Contractor shall coordinate the installation of all special mounting height receptacles with architectural design.
- E. Install device plates in full contact with wall surface. Plates shall not project out from the wall.

- F. Install device plates in full contact with surface-mounted box. Plates shall not project out from the edge of the box.
- G. Receptacle plates for all receptacles in critical patient care areas shall be labeled to indicate the appropriate panel designations and circuit number. Plates shall be labeled by engraving on the plate or with other approved method. Use of laminated tape such as Dymotape is not acceptable.

END OF SECTION

SECTION 26 28 18 - SAFETY SWITCHES

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide horsepower-rated, quick-make, quick-break, safety switches provided with the number of poles and fuses as required.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS/EQUIPMENT:

- A. Safety switches shall be as manufactured by General Electric, Square D Company, Cutler-Hammer, or approved substitute.
- B. For 208- and 240-volt circuits, use general-duty type switches with Class R fuse clips. For 480-volt circuits, use heavy-duty type switches with Class R fuse clips.
- C. Switches shall have arc shields, shall be of enclosed construction and fusible or non-fusible as indicated. Switches shall be rated for either 250-volt AC or 600-volt AC service as required.
- D. Safety switches for all part-winding or two-speed motors requiring remote disconnect to be similar to Square D Series HLL-660, six-pole.
- E. Switches shall have Electrical Interlock Kit with one normally open and one normally closed contact.
- F. All switches shall be capable of interrupting locked rotor current of motor which it serves.
- G. Enclosures to be NEMA-1 for interior use and NEMA-3R for exterior use unless noted otherwise.
- H. Provide dual-element Bussman type FRN (250 volt) or type FRS (600 volt) fuses for any fusible safety switch serving a motor circuit.
- I. For non-motor loads, provide dual element Bussman type LPN (250 volt) or type LPS (600 volt).

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Provide non-fusible switches at remote motor locations (raintight where required) as indicated on drawings.

- B. Provide fusible disconnects at package A/C units, fused as specified on unit nameplate.
- C. Mount switches to walls or adjacent to equipment enclosures using unistruts with a minimum of four bolts using toggle anchors for masonry construction, Phillips "Red Head" anchors for poured concrete construction and bolts, jumbo washers, lock washers and nuts for equipment enclosure mounting.
- D. All safety switches to be identified with Bakelite nameplates.

END OF SECTION

SECTION 26 51 00 - INTERIOR LIGHTING AND LAMPS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide labor, material, equipment and services necessary to provide all interior lighting fixtures, necessary hangers and lamps. Fixtures include all interior fixtures plus all exterior fixtures mounted to exterior wall or to structures connected directly to building.

1.2 SUBMITTALS:

- A. Submit for approval prior to purchasing fixtures complete fixture lists of fixtures proposed to be used. Include cuts of both specified fixture and proposed equivalent fixtures if fixtures other than those specified are submitted.

PART 2 - PRODUCTS:

2.1 ACCEPTABLE MANUFACTURERS:

- A. Provide lighting fixtures indicated by type on lighting fixture schedule on drawings.

2.2 EQUIPMENT REQUIREMENTS:

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Standards:
 - 1. ENERGY STAR certified.
 - 2. California Title 24 compliant.
 - 3. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
 - 4. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
 - 5. UL Listing: Listed for damp location.
 - 6. Recessed luminaires shall comply with NEMA LE 4.
 - 7. User Replaceable Lamps:
 - a. Bulb shape complying with ANSI C78.79.
 - b. Lamp base complying with ANSI C81.61.
- C. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- D. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as

defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.

- E. Provide luminaires from a single manufacturer for each luminaire type.
- F. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.
- G. Rated lamp life of 50,000 hours to L70.
- H. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- I. Internal driver.

PART 3 - EXECUTION

3.1 INSTALLATION REQUIREMENTS:

- A. Comply with NECA1.
- B. Fixtures shall be securely mounted as required by Section 410, NEC and as specified herein.
- C. Fixtures mounted in a suspended ceiling shall be secured to the grid with approved clips as required by the NEC.
- D. Fixtures shall be mounted in locations as shown on architectural reflected ceiling drawings.
- E. Mount fixtures as called for in schedule on electrical drawings. Determine type of ceiling to be installed in each space from architectural drawings and schedules and furnish fixtures suitable for the exact type.
- F. Receive, store, uncrate, and install lighting fixtures shown in schedule on drawings to be furnished by others.
- G. Recessed fixtures in dropped ceiling areas shall be connected using Greenfield and No. 14 THHN wire. Greenfield shall be connected to fixture and outlet box. Each piece of Greenfield shall include in it a separate insulated green grounding conductor not smaller than No. 14 AWG for grounding continuity between fixture and conduit system. Grounding conductor shall be mechanically connected in a permanent and effective manner to fixture and conduit system and shall be electrical continuous. No conduit shall enter a recessed fixture directly as this would prevent removal of fixture without disturbing balance of circuit.
- H. Joints in fixture wiring shall be made using wire nuts, preinsulated Scotch locks, Ideal No. 30-410 crimps and No. 30-415 wrap caps, or other approved mechanical means of connection.
- I. Adjustable type fixtures shall be adjusted by the Contractor to illuminate intended area to satisfaction of Owner.
- J. Any adjustable outside area lights or lights mounted on building shall be adjusted at night by the contractor to satisfaction of Owner.

- K. Recessed fixtures installed in exposed or concealed tee bar ceilings may not use ceiling grid to support fixtures. Fixtures shall be securely fastened to ceiling framework per NEC Article 410, and shall be supported as described in seismic detail.
- L. Surface or recessed fixtures in or on plastered or drywall ceilings shall be supported in accordance with seismic fixture mounting details and shall not depend on ceilings for support.
- M. Support fixtures in seismic zones per detail on drawings.
- N. All light fixtures shall be grounded in accordance with the NEC. Any fixtures suspended from ceiling which do not include a separate ground wire shall be grounded in a method approved by section 250 of the NEC. Where the conduit is utilized as the ground with a hook pendant style mounting system, a separate ground conductor shall be bonded to the conduit where the conduit ceases to be continuous and routed to the fixture.

END OF SECTION

SECTION 26 56 00 - EXTERIOR LIGHTING AND LAMPS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Provide labor, materials, equipment and services necessary for installation of all exterior lighting fixtures, lamps, poles, pole bases etc. for:
 - 1. Area lighting.
 - 2. Decorative lighting.
 - 3. Exterior signage.
 - 4. Walkways and exterior building lights.
- B. Refer to details and arrangements shown on drawings.
- C. Provide concrete bases as required for type of arrangements indicated.
- D. Concrete bases as required for type of arrangements indicated shall be installed under Division 03. Coordinate with other divisions for proper size of bases, anchor bolt arrangements, conduit stub-ups to pole bases, etc.
- E. Fixtures, poles, and appurtenances, shall be suitable for exterior use, shall be UL listed, and shall be of standard design for intended application.

1.2 SUBMITTALS

- A. Submit for approval prior to purchasing fixtures complete shop drawings and brochures including photometrics for each type of exterior lighting system specified. Shop drawings and brochures shall be specific and shall include all pertinent data and accessories. If substitute fixtures are proposed, include cuts of both specified fixture and proposed equivalent fixtures including photometrics of both fixtures.
- B. If requested by Architect, submit a sample fixture which will be returned after inspection by Architect.
- C. Architect reserves right to accept any fixture as an approved equivalent.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Lighting fixtures as indicated on Lighting Fixture Schedule.
- B. Contactors and selector switches shall be Square D or approved substitute.
- C. Photocells: Tork.

- D. Lighting Contactors: Square D or approved substitute.

2.2 MATERIALS:

- A. Provide luminaire and pole assemblies as scheduled.
- B. Luminaires, including all components, shall be designed to meet extreme temperature (low), moisture, and wind conditions in area.
- C. Poles: Steel round or square, designed for wind load in the area of installation.
- D. All 150-1500 watt metal halide luminaires shall be equipped with a proper ballast that is in compliance with the minimum requirements of the Energy Independence and Security Act of 2007 (EISA of 2007). Luminaires shall be marked with the circle E symbol indicating compliance with EISA.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install parking lot/roadway luminaires and poles on concrete bases. Provide all anchor bolts and bolt hole circle templates. Adjust luminaires to correct tilt and lamp all fixtures.
- B. Adjust or rotate area and roadway lighting at night to maximize light utilization in intended areas.
- C. Install large area luminaires and poles on concrete bases. Provide all anchor bolts and bolt hole circle templates. Adjust luminaires to correct tilt and lamp all fixtures.
- D. Contractor to adjust or rotate area and roadway lighting at night to maximize light utilization in intended areas.
- E. Bond together ground connections of luminaires to equipment grounding conductor, pole, and if present, separate 3/4" diameter x 10' copperweld ground rod driven at base of each pole.
- F. Ground all luminaires to poles and all poles to equipment grounding conductor or to separate 3/4" diameter x 10' copperweld ground rod driven at base of each pole.
- G. Each pole mounted outside lighting luminaire shall have its conductors spliced to the branch circuit connectors in the pole base. Provide a Tron waterproof fuse holder with time delay fuse (1.5 X luminaire current) in the pole base for each ungrounded conductor for each luminaire.

END OF SECTION



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Code Enforcement Division Manager
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, October 18, 2022
Re: Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.
File Number: 2022-755
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.

Recommendation Statement

I recommend approval of specifications and authorization to advertise for term bids for demolition and related services

Please place this on the October 18, 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 November 18, 2022 at 10:00 a.m. in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: DEMOLITION AND RELATED SERVICES FOR THE CITY OF HATTIESBURG

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

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the DEMOLITION AND RELATED SERVICES on which bid is being made and the DATE OF BID OPENING.

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

PUBLISHED by Order of the Council on this, the 18th of October.

CITY OF HATTIESBURG, MISSISSIPPI

_____Kermas Eaton/s/_____
CITY CLERK

(S E A L)

Publish Date: October 27, 2022 & November 3, 2022

BID FORM
DEMOLITION
October 18, 2022

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

1. Excavators \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
2. Bulldozers \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
3. Loaders \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
4. Mini-Excavators \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
5. Backhoes \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
6. Brush cutter/brush hogs (attached to driving equipment) \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
7. Compact skid steers or track steers \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
8. Manpower for simple labor (picking up trash & litter,
Loading by hand, simple hand tools, minor repair*) \$ _____
*Materials for repairs will either be purchased directly
By the city or will be reimbursed to the contractor;
Materials will be addressed, when necessary, in specific
Task orders.

9. Hauling trucks with trailers or dump trucks** \$_____ per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49.
Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

10. Other Equipment Not Specified

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature

Date

SPECIFICATIONS FOR ITEM: DEMOLITION AND RELATED SERVICES FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing labor and equipment to demolish dilapidated structures, remove driveways, walkways, and fences. Properties/parcels on which such work will occur include those where the City of Hattiesburg has declared said property(ies) to be in such a state of uncleanness or disrepair so as to be a menace to the public health, safety and welfare of the community. Properties are typically overgrown with grasses and weeds, and the structures thereon are typically dilapidated and in varying degrees of disrepair. Work from one property to another will vary and shall be in conformance with the task order specific to each property.

When demolition is involved, it will include the removal of slabs, foundation, footers, stairs and walkways with the exception of public city sidewalks, and may include the removal of fencing depending upon the specifics of the task order.

Bidder will be properly licensed within the State of Mississippi.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, in part or in whole, as determined by the City, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have two (2) working days to respond to the City with a task timeline after receipt of task request (Purchase Order). If contractor fails to respond, doesn't meet response timeline, or if the task timeline is insufficient as determined by the City, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning on January 1, 2023 and ending December 31, 2023, items to be purchased as required.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received by 10:00 a.m., November 18, 2022, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner:

BID

ITEM: DEMOLITION AND RELATED SERVICES

FOR CITY OF HATTIESBURG

SUBMITTED BY _____

CERTIFICATE OF RESPONSIBILITY NO. _____

BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4552.

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

APPROVED on this, the 18th day of October, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Code Enforcement Division Manager
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, October 18, 2022
Re: Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.
File Number: 2022-756
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.

Recommendation Statement

I recommend approval of specifications and authorization to advertise for term bids for lot clearing/grass cutting and related services.

Please place this on the October 18, 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 November 18, 2022 at 10:00 a.m., in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: LOT CLEARING FOR THE CITY OF HATTIESBURG

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

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the LOT CLEARING on which bid is being made and the DATE OF BID OPENING.

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

PUBLISHED by Order of the Council on this, the 18th of October.

CITY OF HATTIESBURG, MISSISSIPPI

_____Kermas Eaton/s/_____
CITY CLERK

(S E A L)

Publish Date: October 27, 2022 & November 3, 2022

BID FORM
LOT CLEARING
October 18, 2022

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

a. Mini Excavator/Skid Steer

\$ _____
a. Year _____ Make _____ Model _____
b. Year _____ Make _____ Model _____

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

\$ _____
a. Year _____ Make _____ Model _____
b. Year _____ Make _____ Model _____

c. Riding mowers

\$ _____

1. Make _____ Model _____
2. Make _____ Model _____
3. Make _____ Model _____

d. Weedeaters/Trimmers/Edgers/Blower

\$ _____

1. Make _____ Model _____
2. Make _____ Model _____
3. Make _____ Model _____

e. Push or walk-behind mowers

\$ _____

1. Make _____ Model _____
2. Make _____ Model _____
3. Make _____ Model _____

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

\$ _____

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

Hauling trucks with trailers or dump trucks**

\$ _____ per cu. yd.

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

Description: _____ Capacity: _____ cu. yds.

a. Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

1. Other Equipment Not Specified

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature

Date

SPECIFICATIONS FOR ITEM: LOT CLEARING FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing labor and equipment to clean properties of garbage & rubbish, and open storage, secure by boarding up or other minimal repair, and clear overgrown vegetation, which may include but not be limited to grass, weeds, vines, trees, limbs, and stumps. Properties/parcels on which such work will occur include those where the City of Hattiesburg has declared said property(ies) to be in such a state of uncleanness or disrepair so as to be a menace to the public health, safety and welfare of the community. Properties are typically overgrown with grasses and weeds and are often, but not always, empty lots. Occasionally, work may involve securing properties by boarding up or other minimal repair. Work from one property to another will vary and shall be in conformance with the task order specific to each property.

Bidder will be properly licensed within the State of Mississippi.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, in part or in whole, as determined by the City, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have two (2) working days to respond to the City with a task timeline after receipt of task request (Purchase Order). Unless the task request specifically lists a longer acceptable timeline, all tasks should be completed within ten (10) calendar days of having received the task request. If contractor fails to respond, doesn't meet response timeline or task timeline is insufficient as determined by the City, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be **FIRM** for a period beginning on January 1, 2023, and ending December 31, 2023, items to be purchased as required.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received by 10:00 a.m., November 18, 2022, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ITEM: LOT CLEARING
FOR CITY OF HATTIESBURG
SUBMITTED BY _____
CERTIFICATE OF RESPONSIBILITY NO. _____

BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4552.

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

APPROVED on this, the 18th day of October, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Code Enforcement Division Manager
cc: Kermas Eaton, City Clerk
Date: Tuesday, October 18, 2022
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
File Number: 2022-764
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 October 18, 2022 City Council meeting for consideration.

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

10/10/22

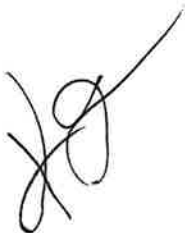
BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
October 10, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 313 MILLER STREET HATTIESBURG, MS. 39401		\$14,545.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: **\$14,545.00**



STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
October 6, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 1208 COIT STREET HATTIESBURG, MS. 39401		\$14,825.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: **\$14,825.00**

KJL

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

10/10/22 RW

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
October 10, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 311 MILLER STREET HATTIESBURG, MS. 39401		\$14,975.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: **\$14,975.00**



MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Wiley Quinn
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: October 18, 2022

The following request for payment is being submitted for approval during the City Council's October 18, 2022 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Mississippi Starter Homes
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 1208 Coit Street
Amount Requested: \$14,825.00
Purpose of Request: Reimbursement

Recipient: Mississippi Starter Homes
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 311 Miller Street
Amount Requested: \$14,975.00
Purpose of Request: Reimbursement

Recipient: Mississippi Starter Homes
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 313 Miller street
Amount Requested: \$14,545.00
Purpose of Request: Reimbursement



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, October 18, 2022
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2022-760
Minute Book #

Summary

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

Recommendation Statement

I am recommending the approval of the sale of grave spaces.

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

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: September 27, 2022

Elvin J. & Neda R. Richards

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 120, Section 39, Highland Cemetery

James C. Bolton, Jr

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 7, Section 35, Highland Cemetery

Carolyn Griffin Bolton

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 7, Section 35, Highland Cemetery

James K. & Reta R. Miller

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 114, Section 39, Highland Cemetery

Mary Conner-Lyles

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 27, Section 33, Highland Cemetery

Isiah James Jordan

(1) Space \$ 175.00

South Half (S ½) of the Northwest (NW ¼)

Lot 125, Section 39, Highland Cemetery

Clay Garthwait, III

(1) Space \$ 175.300

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 129, Section 39, Highland Cemetery

Velma Carpenter

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 89, Section 38, Highland Cemetery

Willie Carpenter

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 89, Section 38, Highland Cemetery

Regina & Jessica Crockett or Jeff & Jenny Dennison

(8) Spaces \$ 1,400.00

Entire Lot 45, Section 39, Highland Cemetery

Scott & Libby Dossett

(4) Spaces \$ 700.00

West Half (W ½)

Lot 98, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: September 26, 2022

Cynthia Lee

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 71, Section 38, Highland Cemetery

Robert Clayton

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 33, Section 34, Highland Cemetery

Tommy & Debbie Royals

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 33, Section 39, Highland Cemetery

Jean Watts

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 96, Section 34, Highland Cemetery

Kenneth Pierce

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 76, Section 39, Highland Cemetery

Prentiss G. Harrell

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter

Lot 23, Section 39, Highland Cemetery

Prentiss G. Harrell

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 23, Section 39, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-06- 2022

SOLD TO:

Mr. Mrs. Miss Velma Carpenter

ADDRESS 1009 Arledge St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 89 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-06- 2022

SOLD TO:

Mr. Mrs. Miss Willie Carpenter

ADDRESS 1009 Arledge St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 89 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-05- 2022

SOLD TO:

Mr. Mrs. Miss Regina ? Jessica Crockett or Jeff ? Jenny Demmon

ADDRESS 67 Colonial CV Mountford, TN 38058

desires to purchase the grave space described below, subject to Cemetery regulations.

Entire Lot 1/2 1/4 Lot No. 45 Section No. 39 in Highland Cemetery

Number of grave spaces 8 Price per grave space \$ 175.00

Price Received \$ 1400.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-03- 2022

SOLD TO:

Mr. Mrs. Miss Isiah James Jordan

ADDRESS 1000 Est 7th St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 125 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-29- 2022

SOLD TO:

Mr. Mrs. Miss Scott & Libby Dossett

ADDRESS 205 Bay St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ $\frac{1}{4}$ Lot No. 98 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.⁰⁰

Price Received \$ 700.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-05- 2022

SOLD TO:

Mr. Mrs. Miss Clay Garthwaite III

ADDRESS 200 Cabal St. Apt 302 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 129 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

09-26-2022

SOLD TO:

Mr. Mrs. Miss

James C. Bolton Jr.

ADDRESS

1009 Lynn St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 7 Section No. 35 in Highland Cemetery

Number of grave spaces

1 Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

09-26-2022

SOLD TO:

Mr. Mrs. Miss

Carolyn Griffin Bolton

ADDRESS

1009 Lynn St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 7 Section No. 35 in Highland Cemetery

Number of grave spaces

1 Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

cash

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09/28/ 20 22

SOLD TO:

Mr. Mrs. Miss Mary Conner-Lyles

ADDRESS 1403 Danna Circle, Mansfield, TX 71063

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 27 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

MO.# 6857700612
Pd By: Darryl Conner

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-27- 2022

SOLD TO:

Mr. Mrs. Miss Elvin J. & Neda R. Richards

ADDRESS 111 Lesley Lane Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 120 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 3958

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-27- 2022

SOLD TO:

Mr. Mrs. Miss James K. & Reta R. Miller

ADDRESS 7 Summerwood Lane Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 114 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By _____

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-26- 2022

SOLD TO:

Mr. Mrs. Miss Prentiss G. Harrell

ADDRESS 15 St. Martin Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 Lot No. 23 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CK# 1582

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-26- 2022

SOLD TO:

Mr. Mrs. Miss Prentiss G. Harrell

ADDRESS 15 St. Martin Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S NW 1/2 Lot No. 23 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CK# 1582

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09/26/2022

SOLD TO:

Mr. Mrs. Miss Cynthia Lee

ADDRESS 13228 Chasae Lane, Gulfport, MS. 39503

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 71 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bulme
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09/26/2022

SOLD TO:

Mr. Mrs. Miss Robert Clayton

ADDRESS 1 Cheyenne Circle, Purvis, MS. 39475

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 033 Section No. 34 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 Bulme
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-23- 2022

SOLD TO:

Mr. Mrs. Miss Tommy & Debbie Royals
ADDRESS 9 Conecrake Blvd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 33 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-23- 2022

SOLD TO:

Mr. Mrs. Miss Jean Watts
ADDRESS 200 Martin Luther King Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 96 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 11679

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-26- 2022

SOLD TO:

Mr. Mrs. Miss Kenneth Pierce
ADDRESS 352 Rogers Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 1/4 Lot No. 76 Section No. 39 in Highland Cemetery

175.00

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, James K & Reta R. Miller, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 114 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day October, 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 18th day of October, 2022

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto James C. Bolton, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 7 Section 35

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 18th day of October, 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 18th day of October, 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 Carolyn Griffin Bolton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 7 Section 35

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 18th day of October, 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 18th day of October, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Elvin J. & Neda R. Richards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 120 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day October, 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 18th day of October, 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 Conner-Lyles, 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 27 Section 33

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 18th day of October, 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 18th day of October, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Regina & Jessica Crockett or Jeff & Jenny Dennison, 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 45

Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 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 18th day of October, 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 Isiah James Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 125 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 18th day of October, 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 18th day of October, 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 Clay Garthwait, III, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 129 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 18th day of October, 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 18th day of October, 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 Velma Carpenter, 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 (N¹/₂) of the Northwest Quarter (NW¹/₄)

Lot 89 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 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 18th day of October, 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 Willie Carpenter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 89 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 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 18th day of October, 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 Tommy & Debbie Royals, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 33 Section 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 18th day of October, 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 18th day of October, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Kenneth Pierce, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 76 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day October, 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 18th day of October, 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 Jean Watts, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 96 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 18th day of October, 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 18th day of October, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Cynthia Lee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 71 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day October, 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 18th day of October, 2022

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert Clayton, 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 33 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 18th day of October, 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 18th day of October, 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 Prentiss G. Harrell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 23 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 18th day of October, 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 18th day of October, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Prentiss G. Harrell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 23 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day October, 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 18th day of October, 2022

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 18, 2022

Re: Approve claims docket for the period ending October 14, 2022.
File Number: 2022-766
Minute Book #

Summary

Recommendation Statement

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

YEAR/PERIOD: 2023/1 TO 2023/1													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION	
001000					BALANCE SHEET								
001000 060100					GAS/LUBRICANT-CITY BARN								
003497	MAPLES	GAS	COMPANY	238376	229607	2023	1	INV	P	24,135.10	101422	293306	GAS AND DIESEL FOR
003497	MAPLES	GAS	COMPANY	238951	229616	2023	1	INV	P	30,082.18	101422	293306	GAS FOR FUEL STATIO
										54,217.28			
003918 PINE BELT OIL COMPAN INV-113341					229637	2023	1	INV	P	12,315.46	101422	293344	GAS AND DIESEL FOR
003918 PINE BELT OIL COMPAN INV-113348					229637	2023	1	INV	P	16,085.02	101422	293344	GAS AND DIESEL FOR
003918 PINE BELT OIL COMPAN INV-114748					2300103	2023	1	INV	P	16,941.81	101422	293344	GAS FOR FUEL STATIO
										45,342.29			
ACCOUNT TOTAL										99,559.57			
001000 063700					PREPAID WORKMAN'S COMP								
003696	MS MUNICIPAL WORKERS	0108WC2022-0			0	2023	1	INV	P	180,077.02	101422	293322	1 OF 3 10/1/22 -
ACCOUNT TOTAL										180,077.02			
001000 126100					BONDS PENDING								
049340	MORGAN MICHEL, ANNA	REFUND A MICHEL			0	2023	1	INV	P	1,600.00	101422	293320	REFUND CASH BOND
ACCOUNT TOTAL										1,600.00			
ORG 001000 TOTAL										281,236.59			
001003					CITY COUNCIL								
001003 501000					OTHER EXPENDABLE OFF.SPL								
003395	LAWRENCE PRINTING CO	68751			229576	2023	1	INV	P	161.53	101422	293295	COUNCIL - MINUTE BO
ACCOUNT TOTAL										161.53			
001003 507000					BOOKS								
004296	SOUTHERN SYSTEMS & S	2208061			229572	2023	1	INV	P	299.48	101422	293384	COUNCIL - MINUTE BO
ACCOUNT TOTAL										299.48			
001003 606000					TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X100822			0	2023	1	INV	P	291.38	101422	293210	MB2016-287/WIRELESS
ACCOUNT TOTAL										291.38			
001003 611002					TRAVEL EXP-WARD 2								
004017	REGIONS CARDHOLDER S	1346 - 09-30-2022			0	2023	1	INV	P	1,020.00	101422	293360	1346 - 09-30-2022 C
ACCOUNT TOTAL										1,020.00			
ORG 001003 TOTAL										1,772.39			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001015									CITY COURT	
001015	604900								OTHER PROFESSIONAL SERV.	
002564	COURT PROGRAMS INC	97	0	2023	1	INV P	4,537.00	101422	293240	MB# 2011-1-82-83 CO
003940	POLK-PAYTON, GAY ATT	28	0	2023	1	INV P	2,125.00	101422	293350	COURT PROTEM JUDGE
049341	ELIZABETH L PORTER	861	0	2023	1	INV P	300.00	101422	293244	COURT PRO-TEM HOURS
							6,962.00			
										ACCOUNT TOTAL
001015	604901								OTHER PROF-TECHNOLOGY	
004050	RICOH CORP	1093390591	0	2023	1	INV P	317.83	101422	293363	COURT RICOH COPIER
004050	RICOH CORP	36935345	0	2023	1	INV P	287.51	101422	293363	COURT RICOH COPIER
							605.34			
							605.34			ACCOUNT TOTAL
001015	606000								TELEPHONE AND TELEGRAPH	
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV P	471.97	101422	293210	MB2016-287/WIRELESS
							471.97			ACCOUNT TOTAL
001015	635000								BUILDING R&M	
003341	KONE INC	1158359912	0	2023	1	INV P	844.48	101422	293290	COURT MB# 199-4\576
							844.48			ACCOUNT TOTAL
							8,883.79			ORG 001015 TOTAL
001020									MAYOR/ADMIN.	
001020	501000								OTHER EXPENDABLE OFF.SPL	
004017	REGIONS CARDHOLDER S	4524 - 09-30-2022	0	2023	1	INV P	32.09	101422	293360	4524 - 09-30-2022 C
							32.09			ACCOUNT TOTAL
001020	511500								FOOD	
004017	REGIONS CARDHOLDER S	1708 - 09-30-2022	0	2023	1	INV P	496.48	101422	293360	1708 - 09-30-2022 C
							496.48			ACCOUNT TOTAL
001020	604900								OTHER PROFESSIONAL SERV.	
003414	LEXISNEXIS MATTHEW B	0099544911	0	2023	1	INV P	548.49	101422	293299	MS CODE 2022/SUP PK
							548.49			ACCOUNT TOTAL
001020	606000								TELEPHONE AND TELEGRAPH	
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV P	173.10	101422	293210	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X100522	0	2023	1	INV P	99.33	101422	293206	MB2016-287/WIRELESS
							272.43			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL										272.43			
001020	611000						TRAVEL EXPENSE						
004017	REGIONS	CARDHOLDER	S	4524 - 09-30-2022	0	2023	1	INV	P	2.00	101422	293360 4524 - 09-30-2022 C	
ACCOUNT TOTAL										2.00			
001020	615000						ADVERTISING						
004017	REGIONS	CARDHOLDER	S	4524 - 09-30-2022	0	2023	1	INV	P	16.04	101422	293360 4524 - 09-30-2022 C	
ACCOUNT TOTAL										16.04			
001020	620000						PRINTING						
004205	SIGNS FIRST			H-81928	0	2023	1	INV	P	1,080.00	101422	293378 GOLF CART DECALS/FU	
ACCOUNT TOTAL										1,080.00			
001020	638200						MINOR EQUIPMENT R&M						
003825	OWENS BUSINESS MACHI	451571			0	2023	1	INV	P	187.00	101422	293332 MB2015-2349/MONTHLY	
003825	OWENS BUSINESS MACHI	451572			0	2023	1	INV	P	35.25	101422	293332 MB2015-2349/MONTHLY	
										222.25			
ACCOUNT TOTAL										222.25			
ORG 001020 TOTAL										2,669.78			
001040					MUNICIPAL CLERK								
001040	502000						MINOR OFFICE EQUIP/FURN.						
004356	STRICKLAND PAPER COM	BH903891-02			228970	2023	1	INV	P	107.31	101422	293394 PAPER SUPPLIES FOR	
ACCOUNT TOTAL										107.31			
001040	615000						ADVERTISING						
003141	HUB CITY SPOKES	100718			0	2023	1	INV	P	200.76	101422	293273 CITY WIDE ADS & NOT	
003141	HUB CITY SPOKES	INV100504			0	2023	1	INV	P	587.68	101422	293273 CITY WIDE ADS & NOT	
003141	HUB CITY SPOKES	INV100551			0	2023	1	INV	P	1,155.00	101422	293273 CITY WIDE ADS & NOT	
003141	HUB CITY SPOKES	INV100751			0	2023	1	INV	P	491.40	101422	293274 CITY WIDE ADS NOTI	
										2,434.84			
ACCOUNT TOTAL										2,434.84			
001040	684500						REGISTRATION FEE/TUITION						
004017	REGIONS	CARDHOLDER	S	1708 - 09-30-2022	0	2023	1	INV	P	23.35	101422	293360 1708 - 09-30-2022 C	
ACCOUNT TOTAL										23.35			
ORG 001040 TOTAL										2,565.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001081 LOSS CONTROL									
001081	606000								
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV P	96.84	101422	293210 MB2016-287/WIRELESS
							96.84		
ACCOUNT TOTAL							96.84		
ORG 001081 TOTAL							96.84		
001090 URBAN DEVELOPMT									
001090	501100								
004017	REGIONS CARDHOLDER S	9492 - 09-30-2022	0	2023	1	INV P	2,028.42	101422	293360 9492 - 09-30-2022 C
							2,028.42		
ACCOUNT TOTAL							2,028.42		
001090 606000 TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV P	301.67	101422	293210 MB2016-287/WIRELESS
							301.67		
ACCOUNT TOTAL							301.67		
001090 611000 TRAVEL EXPENSE									
003458	LOWREY, GINGER MADDO	APA FALL 2022 - GL	0	2023	1	INV P	780.25	101422	293304 TRAVEL ADVANCE FOR
049203	NATHAN SATCHER	APA FALL 2022- NS	0	2023	1	INV P	589.00	101422	293324 TRAVEL ADVANCE FOR
							1,369.25		
ACCOUNT TOTAL							1,369.25		
001090 615000 ADVERTISING									
003141	HUB CITY SPOKES	INV100504	0	2023	1	INV P	41.76	101422	293273 CITY WIDE ADS & NOT
							41.76		
ACCOUNT TOTAL							41.76		
ORG 001090 TOTAL							3,741.10		
001091 INFO TECHNOLOGY									
001091	603500								
002905	GILLILANDS ELECTRONI	8965	0	2023	1	INV P	900.00	101422	293258 YEARLY ALARM RENTAL
							900.00		
ACCOUNT TOTAL							900.00		
001091 604900 OTHER PROFESSIONAL SERV.									
002905	GILLILANDS ELECTRONI	9146	0	2023	1	INV P	1,175.00	101422	293258 FIBER CABLING FOR W
002905	GILLILANDS ELECTRONI	9147	0	2023	1	INV P	1,466.00	101422	293258 MOVE VIDEO SYSTEM T
							2,641.00		
003912	PILEUM CORPORATION	P83860	0	2023	1	INV P	3,443.75	101422	293342 BILLABLE TIME - IT
							6,084.75		
ACCOUNT TOTAL							6,084.75		
001091 606000 TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV P	160.65	101422	293210 MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	287289913717X100522	0	2023	1	INV	P		423.66	101422	293206 MB2016-287/WIRELESS
									584.31		
				ACCOUNT TOTAL					584.31		
001091	606800			NETWORK							
002384	C SPIRE (MEGAGATE)	683013-60	0	2023	1	INV	P		14,968.22	101422	293220 NETWORK/INTERET - M
				ACCOUNT TOTAL					14,968.22		
001091	636500			OFFICE EQUIPMENT R&M							
003342	KRONOS INCORPORATED	11970142	229612	2023	1	INV	P		3,984.62	101422	293291 KRONOS RENEWAL - IT
004050	RICOH CORP	5065644062	0	2023	1	INV	P		290.30	101422	293363 CHARGES FOR PRODUCT
				ACCOUNT TOTAL					4,274.92		
				ORG 001091		TOTAL			26,812.20		
001092				GEN.GOV'T.BLDG							
001092	630000			GAS							
004321	SPIRE	G2022-04-OCT	0	2023	1	INV	P		20.00	101422	293390 SPIRE-VARIOUS DEPTS
				ACCOUNT TOTAL					20.00		
001092	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022 OCT3.22	0	2023	1	INV	P		3,459.64	101422	293323 MS POWER VARIOUS DE
				ACCOUNT TOTAL					3,459.64		
001092	638000			FIXED EQUIPMENT R&M							
002905	GILLILANDS ELECTRONI	8966	0	2023	1	INV	P		900.00	101422	293258 YEARLY ALARM RENTAL
				ACCOUNT TOTAL					900.00		
001092	644900			OTHER RENT							
002720	EDWARDS PROPERTY MGM	11/2022	0	2023	1	INV	P		1,100.00	101422	293243 11/2022 RENT
				ACCOUNT TOTAL					1,100.00		
				ORG 001092		TOTAL			5,479.64		
001093				INTERMODAL FAC O&M							
001093	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	2010137	0	2023	1	INV	P		940.00	101422	293266 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015025	0	2023	1	INV	P		85.00	101422	293266 HAVARD PEST CONTROL
									1,025.00		
				ACCOUNT TOTAL					1,025.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ORG 001093	TOTAL			1,025.00		
					METRPLTN PLANG.						
001094											
001094	604900					OTHER PROFESSIONAL SERV.					
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV	P	37.23	101422	293210	MB2016-287/WIRELESS
					ACCOUNT TOTAL			37.23			
					ORG 001094	TOTAL			37.23		
					G/G INS.OTH SER						
001095											
001095	602500					LEGAL					
002906	GLADDEN LAW OFFICE P	0294	0	2023	1	INV	P	4,356.25	101422	293259	PLANNING, ZONING, A
003090	HICKS LAW FIRM, LLC	10636	0	2023	1	INV	P	562.00	101422	293268	BRYAN SALIBA & DENN
003090	HICKS LAW FIRM, LLC	10637	0	2023	1	INV	P	580.00	101422	293268	HATTIESBURG ELECTIO
								1,142.00			
003637	MONTAGUE, PITTMAN &	48984	0	2023	1	INV	P	500.00	101422	293319	GENERAL COUNSEL FOR
047351	LOWREY & FORTNER PA	20224007	0	2023	1	INV	P	2,000.00	101422	293303	PROFSSIONAL SRVICES
049330	PHELPS DUNBAR LLP	1262795	0	2023	1	INV	P	876.25	101422	293339	GENERAL ADVISE AND
					ACCOUNT TOTAL			8,874.50			
					MEDICAL ANALYSIS-EMP CLINIC						
001095	602701										
002037	AB SUPPORT SERVICES	3B2008	2300006	2023	1	INV	P	380.00	101422	293191	JANITORIAL CLEANING
002522	COMCAST	10.03.22	0	2023	1	INV	P	189.25	101422	293237	COMCAST - CITY EMPL
003576	MEDICAL ANALYSIS-GHV	10870	0	2023	1	INV	P	30,233.53	101422	293314	9/22 EMPLOYEE CLINI
					ACCOUNT TOTAL			30,802.78			
					OTHER PROFESSIONAL SERV.						
001095	604900										
003256	JOHNSON CONTROLS, IN	00073880363	229588	2023	1	INV	P	8,645.00	101422	293283	M & V SERVICES AND
003433	LOCAL IMPACT ANALYTI	09152022-1	0	2023	1	INV	P	20,000.00	101422	293300	MB2022-329/GRANT WR
003433	LOCAL IMPACT ANALYTI	09152022-2	0	2023	1	INV	P	5,000.00	101422	293300	GRANT WRITING FOR C
								25,000.00			
004482	TYLER TECHNOLOGIES IN	045-392598	0	2023	1	INV	P	47,875.00	101422	293400	PACE PROGRAM
049336	JOHNSON JESSE	1015	0	2023	1	INV	P	150.00	101422	293284	PHOTOS AT CAMERON F
049336	JOHNSON JESSE	1036	0	2023	1	INV	P	200.00	101422	293284	PHOTOS FOR PUBLIC S
								350.00			
049339	WILLIAM MICHAEL	2211	0	2023	1	INV	P	250.00	101422	293411	LIVE AT FIVE PHOTOS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							82,120.00				
001095	606000			TELEPHONE AND TELEGRAPH							
002158	AT&T	L2022	9.20.22	0	2023	1 INV P	51.35	101422	293204	AT&T BLUE LIGHTS 60	
002158	AT&T	L2022-09-28		0	2023	1 INV P	225.15	101422	293204	BLUE LIGHTS"LONG DI	
002158	AT&T	L2022-10/04		0	2023	1 INV P	154.05	101422	293204	BLUE LIGHTS"LONG DI	
							430.55				
047050	C SPIRE (IP)	L2022-10.1.22	0	2023	1	INV P	6,345.23	101422	293221	C SPIRE-L2022-10.1.	
ACCOUNT TOTAL							6,775.78				
001095	607000			POSTAGE							
003928	PITNEY BOWES	INV102022	0	2023	1	INV P	10,000.00	101422	293348	POSTAGE FOR PB MACH	
047848	PITNEY BOWES-SUPPLIE	1021638598	0	2023	1	INV P	654.45	101422	293349	SUPPLIES FOR POSTAG	
ACCOUNT TOTAL							10,654.45				
001095	625500			PUBLIC LIAB/PROPERTY DAM							
004307	SOUTHGROUP (HATTIESB	009162022	0	2023	1	INV P	10,650.00	101422	293388	FLOOD POLICY RENEWA	
004307	SOUTHGROUP (HATTIESB	09162022	0	2023	1	INV P	6,726.00	101422	293388	FLOOD INSURANCE REN	
							17,376.00				
ACCOUNT TOTAL							17,376.00				
001095	627000			SURETY AND FORGERY BONDS							
004307	SOUTHGROUP (HATTIESB	219094	0	2023	1	INV P	8,050.00	101422	293388	BOND RENEWAL MONEY	
ACCOUNT TOTAL							8,050.00				
ORG 001095 TOTAL							164,653.51				
001100	POLICE/PUB.SFTY										
001100	510000			CLEANING/JANITORIAL SPLY							
003772	NEWELL PAPER COMPANY	4139990	229470	2023	1	INV P	260.47	101422	293326	JANITORIAL SUPPLIES	
ACCOUNT TOTAL							260.47				
001100	525000			GAS AND OIL							
003918	PINE BELT OIL COMPAN	MINIT MART 9/22	0	2023	1	INV P	1,428.37	101422	293345	9/2022 MINIT MART F	
ACCOUNT TOTAL							1,428.37				
001100	535000			UNIFORMS, BADGES, ETC.							
003588	MID SOUTH UNIFORM &	631842	229276	2023	1	INV P	243.81	101422	293316	NAME PLATES CLASS#4	
003588	MID SOUTH UNIFORM &	632326	226977	2023	1	INV P	51.81	101422	293316	REPLACEMENT NAME PL	
003588	MID SOUTH UNIFORM &	632327	228539	2023	1	INV P	69.66	101422	293316	NAME PLATES LATERI	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
											365.28		
ACCOUNT TOTAL											365.28		
001100	535500			WEARING APPAREL									
003588	MID SOUTH UNIFORM &	632644	229277	2023	1	INV	P		1,714.00	101422		293316	TROUSERS FOR CLASS#
004017	REGIONS CARDHOLDER S	9492 - 09-30-2022	0	2023	1	INV	P		425.43	101422		293360	9492 - 09-30-2022 C
004106	SACKS OUTDOOR SUPPLY	000053	225977	2023	1	INV	P		335.92	101422		293372	UNIFORM FOR SHOP/DA
ACCOUNT TOTAL											2,475.35		
001100	546000			MINOR EQUIPMENT									
004017	REGIONS CARDHOLDER S	9492 - 09-30-2022	0	2023	1	INV	P		64.20	101422		293360	9492 - 09-30-2022 C
004495	ULINE	154615109	229625	2023	1	INV	P		925.00	101422		293401	HARD SURFACE CHAIR
ACCOUNT TOTAL											989.20		
001100	559000			OTHER OPERATING MATL/SPLY									
002273	BLOOMS GARDEN SHOP	08101	0	2023	1	INV	P		315.15	101422		293216	POLICE RIBBON CUTTI
049338	JR FORTY LLC	000087	0	2023	1	INV	P		260.00	101422		293285	SHRIMP AND GRITS/PU
ACCOUNT TOTAL											575.15		
001100	559200			OTHER OPER. MATLS-D.A.R.E.									
004446	TOSHIBA BUSINESS SOL	5444351	0	2023	1	INV	P		262.79	101422		293398	MB#2018-164 COMMUNI
ACCOUNT TOTAL											262.79		
001100	570000			MTR VEHICLE REP. PTS/SPL									
002060	ADVANCE AUTO PARTS	5604228078366	2300049	2023	1	INV	P		620.37	101422		293193	REPAIR PARTS FOR UN
002060	ADVANCE AUTO PARTS	5604228078373	2300058	2023	1	INV	P		1,782.32	101422		293193	REPAIR PARTS FOR VA
											2,402.69		
002160	AT&T MOBILITY	287308925627X100522	0	2023	1	INV	P		7,014.10	101422		293207	MB2016-287/HPD GEOT
003915	PINE BELT CDJR, INC	68364	228070	2023	1	INV	P		360.00	101422		293343	REPAIR PART FOR UNI
003915	PINE BELT CDJR, INC	68365	228565	2023	1	INV	P		390.00	101422		293343	FILTER & FLUID FOR
											750.00		
004514	UNIVERSITY TIRE & SE	INV203982	2300106	2023	1	INV	P		4,029.32	101422		293403	TIRES FOR STOCK-HPD
048827	CARQUEST	14758-17278	2300069	2023	1	INV	P		1,700.69	101422		293222	REPAIR PARTS FOR SH
ACCOUNT TOTAL											15,896.80		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	602700					MEDICAL					
003033	HATTIESBURG CLINIC	P	8675276		0	2023	1	INV P	3,350.00	101422	293264 PSYCH EVALUATION FO
ACCOUNT TOTAL									3,350.00		
001100	604900					OTHER PROFESSIONAL SERV.					
002905	GILLILANDS ELECTRONI		9126		227063	2023	1	INV P	1,250.00	101422	293258 INSTALL WATCHGUARD
004453	TRANSUNION RISK AND		262606-202208-1		0	2023	1	INV P	700.10	101422	293399 ONLINE INVESTIGAION
004453	TRANSUNION RISK AND		362606-202209-1		0	2023	1	INV P	368.60	101422	293399 ONLINE INVESTIGATIO
									1,068.70		
047187	FOUR SEASONS LAWN		13714		0	2023	1	INV P	2,576.50	101422	293253 SEPTEMBER LAW SERVI
049046	HENDERSON PAULA		0150011021		229123	2023	1	INV P	2,450.00	101422	293267 CLEANING OF NEW BUI
ACCOUNT TOTAL									7,345.20		
001100	606000					TELEPHONE AND TELEGRAPH					
002158	AT&T		L2022 10.03.22		0	2023	1	INV P	202.00	101422	293204 AT&T 601.M23.9055.0
002158	AT&T		M3182220010593 9/22		0	2023	1	INV P	413.50	101422	293205 POLICE
									615.50		
002160	AT&T MOBILITY		287273578351X100822		0	2023	1	INV P	1,564.60	101422	293210 MB2016-287/WIRELESS
002160	AT&T MOBILITY		287289913717X100522		0	2023	1	INV P	7,067.47	101422	293206 MB2016-287/WIRELESS
									8,632.07		
048026	SOUTHERN BILLING		29211		0	2023	1	INV P	137.34	101422	293379 METRO PHONE SERVICE
ACCOUNT TOTAL									9,384.91		
001100	612000					FREIGHT					
004495	ULINE		154615109		229625	2023	1	INV P	136.65	101422	293401 HARD SURFACE CHAIR
ACCOUNT TOTAL									136.65		
001100	630000					GAS					
004321	SPIRE		G2022-04-OCT		0	2023	1	INV P	159.36	101422	293390 SPIRE-VARIOUS DEPTS
ACCOUNT TOTAL									159.36		
001100	630500					ELECTRICITY					
003700	MS POWER COMPANY		E2022 OCT3.22		0	2023	1	INV P	5,387.83	101422	293323 MS POWER VARIOUS DE
ACCOUNT TOTAL									5,387.83		
001100	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL		2015001		0	2023	1	INV P	40.00	101422	293266 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL		2015040		0	2023	1	INV P	48.00	101422	293266 HAVARD PEST CONTROL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									88.00		
ACCOUNT TOTAL									88.00		
001100	639800				TOW IN CHARGES						
003869	PEANUTS TOWING SERVI	188689	0	2023	1	INV	P		100.00	101422	293335 TOWING OF UNIT#1820
ACCOUNT TOTAL									100.00		
001100	739900				OTHER EQUIPMENT						
002879	GALL'S LLC	022146427	228478	2023	1	INV	P		177.79	101422	293255 UNIFORMS FOR ENTRY
003135	HOWARD COMPUTERS INC	22-00563007	229107	2023	1	INV	P		27,030.00	101422	293272 TWO QUOTE - LAPTOPS
ACCOUNT TOTAL									27,207.79		
ORG 001100 TOTAL									75,413.15		
001131				JOINT P&F TRNG.							
001131	504000				PHOTO SUPPLIES						
003921	PINE BELT TROPHY	1	0	2023	1	INV	P		56.50	101422	293347 P/F PLAQUE/GRADUATI
ACCOUNT TOTAL									56.50		
001131	544000				HORT./LANDSCAPING SPLY.						
004499	UNDERWOOD OUTDOOR PO	117455	2300089	2023	1	INV	P		294.98	101422	293402 P/F MOWER REPAIR
ACCOUNT TOTAL									294.98		
001131	6110FR				MINOR EQUIPMENT-FIRE						
049331	ROBERT SMITH	9519	0	2023	1	INV	P		184.00	101422	293366 P/F TRAVEL REIMBURS
ACCOUNT TOTAL									184.00		
001131	6845FR				REGISTRATION-FIRE						
004331	STATE FIRE ACADEMY	29689	0	2023	1	INV	P		40.00	101422	293393 P/F SUBSTITUTION FE
004331	STATE FIRE ACADEMY	29736	0	2023	1	INV	P		40.00	101422	293393 P/F CANCELANATION FEE
004331	STATE FIRE ACADEMY	29818	0	2023	1	INV	P		175.00	101422	293393 P/F REG FEE FOR DIL
									255.00		
ACCOUNT TOTAL									255.00		
ORG 001131 TOTAL									790.48		
001160				FIRE DIVISION							
001160	510000				CLEANING/JANITORIAL SPLY						
002472	CINTAS FIRST AID J71	4124392566	0	2023	1	INV	P		127.23	101422	293231 HFD STATION 9 JANIT
002472	CINTAS FIRST AID J71	4132371664	0	2023	1	INV	P		27.89	101422	293231 HFD JANITORIAL AND
002472	CINTAS FIRST AID J71	4132670912	0	2023	1	INV	P		127.23	101422	293231 HFD JANITORIAL SUPP
002472	CINTAS FIRST AID J71	4133074359	0	2023	1	INV	P		27.89	101422	293231 HFD JANITORIAL AND

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002472	CINTAS FIRST AID J71	4133751748	0	2023	1	INV	P		27.89	101422	293231 HFD JANITORIAL AND
									338.13		
									ACCOUNT TOTAL	338.13	
001160	525000										
003918	PINE BELT OIL COMPAN	MINIT MART 9/22	0	2023	1	INV	P		91.05	101422	293345 9/2022 MINIT MART F
									ACCOUNT TOTAL	91.05	
001160	525700										
003918	PINE BELT OIL COMPAN	MINIT MART 9/22	0	2023	1	INV	P		1,093.55	101422	293345 9/2022 MINIT MART F
									ACCOUNT TOTAL	1,093.55	
001160	570000										
002194	BARDING GENERATOR &	7694	2300043	2023	1	INV	P		105.50	101422	293214 HFD UNIT # 20315 CA
002194	BARDING GENERATOR &	7753	2300118	2023	1	INV	P		699.80	101422	293214 HFD UNIT # 18099 BA
									805.30		
002739	EMPIRE TRUCK SALES(J	ce006201543:01	2300038	2023	1	INV	P		164.16	101422	293246 HFD UNIT # 18100 SP
									ACCOUNT TOTAL	969.46	
001160	606000										
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV	P		215.06	101422	293210 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290217384X100522	0	2023	1	INV	P		1,411.88	101422	293209 MB2016-287/WIRELESS
									1,626.94		
									ACCOUNT TOTAL	1,626.94	
001160	612000										
002739	EMPIRE TRUCK SALES(J	ce006201543:01	2300038	2023	1	INV	P		20.00	101422	293246 HFD UNIT # 18100 SP
									ACCOUNT TOTAL	20.00	
001160	630000										
004321	SPIRE	G2022 10.3.22	0	2023	1	INV	P		122.32	101422	293390 SPIRE (WILLMUT GAS)
004321	SPIRE	G2022-04-OCT	0	2023	1	INV	P		171.44	101422	293390 SPIRE-VARIOUS DEPTS
									293.76		
									ACCOUNT TOTAL	293.76	
001160	630500										
003700	MS POWER COMPANY	E2022 OCT3.22	0	2023	1	INV	P		2,252.04	101422	293323 MS POWER VARIOUS DE
003873	PEARL RIVER VALLEY E	2022 27 SEP	0	2023	1	INV	P		1,023.47	101422	293336 PEARL RIVER VALLEY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004282	SOUTHERN PINE ELECTR	E2022-09/19/22	0	2023	1	INV	P	95.31	101422	293382	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2022-10/04	0	2023	1	INV	P	959.09	101422	293382	SOUTHERN PINE ELECT
								1,054.40			
ACCOUNT TOTAL								4,329.91			
001160	631500			WATER							
048680	RAWLS SPRINGS UTILIT	T2022 10.3.22	0	2023	1	INV	P	41.22	101422	293358	RAWLS SPRINGS UTILI
ACCOUNT TOTAL								41.22			
001160	638400			MOTOR VEHICLE EQ. R&M							
002169	AUTOMOTIVE GLASS SPE	1252831	2300125	2023	1	INV	P	580.00	101422	293212	HFD UNIT # 15773 GL
ACCOUNT TOTAL								580.00			
001160	638900			SCBA EQUIP. R&M							
002441	CENTRAL ALABAMA TRAI	17043940	0	2023	1	INV	P	441.25	101422	293223	HFD STATION 1 COMPR
002441	CENTRAL ALABAMA TRAI	17043941	0	2023	1	INV	P	37.18	101422	293223	HFD STATION 1 AIR C
002441	CENTRAL ALABAMA TRAI	17043942	0	2023	1	INV	P	441.25	101422	293223	HFD TRAINING ACADEM
								919.68			
ACCOUNT TOTAL								919.68			
001160	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	2003642	0	2023	1	INV	P	75.00	101422	293266	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015002	0	2023	1	INV	P	50.00	101422	293266	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015004	0	2023	1	INV	P	48.00	101422	293266	HAVARD PEST CONTROL
								173.00			
ACCOUNT TOTAL								173.00			
001160	639800			TOW IN CHARGES							
003253	JOHNNY'S WRECKER SER	44444	0	2023	1	INV	P	400.00	101422	293282	HFD UNIT # 18100 TO
003253	JOHNNY'S WRECKER SER	44509	0	2023	1	INV	P	400.00	101422	293282	HFD UNIT # 13933 WA
003253	JOHNNY'S WRECKER SER	44561	0	2023	1	INV	P	350.00	101422	293282	HFD UNIT # 16965 TO
								1,150.00			
ACCOUNT TOTAL								1,150.00			
001160	641000			OFFICE EQUIPMENT RENT							
004050	RICOH CORP	5065672479	0	2023	1	INV	P	65.13	101422	293363	HFD FIRE ADMIN COPI
ACCOUNT TOTAL								65.13			
001160	642500			CYLINDER RENT							
004273	SOUTHERN GAS & SUPPL	37258623	0	2023	1	INV	P	89.06	101422	293381	HFD OXYGEN RENTAL B

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			89.06		
001160	643500					MOP-MAT-RAG RENT					
002472	CINTAS FIRST AID J71	4132372189		0	2023	1	INV	P	54.98	101422	293231 HFD FIRE ADMIN MAT
						ACCOUNT TOTAL			54.98		
						ORG 001160 TOTAL			11,835.87		
001180	LAND DEVEL.ADM.										
001180	570000					MTR VEHICLE REP. PTS/SPL					
004514	UNIVERSITY TIRE & SE	INV202778		2300016	2023	1	INV	P	137.64	101422	293403 REPLACEMENT TIRE FO
						ACCOUNT TOTAL			137.64		
001180	601600					TITLE OPINIONS					
004076	ROGERS, KEVIN	TITLEOPINION10.03.22		0	2023	1	INV	P	1,500.00	101422	293369 TITLE OPINIONS FOR
						ACCOUNT TOTAL			1,500.00		
001180	602300					ABSTRACTING & RECORDING					
002847	FORREST COUNTY CHANC	129 & 130		0	2023	1	INV	P	676.00	101422	293251 AUGUST 2022 RECORDI
002847	FORREST COUNTY CHANC	JULY2022 - INV123		0	2023	1	INV	P	80.00	101422	293251 JULY2022 RECORDING
									756.00		
						ACCOUNT TOTAL			756.00		
001180	604900					OTHER PROFESSIONAL SERV.					
004075	RODCO, LLC	1829		0	2023	1	INV	P	1,000.00	101422	293368 PLAN REVIEW FOR 4 P
004075	RODCO, LLC	1832		0	2023	1	INV	P	888.00	101422	293368 IVY ROW PLANS REVIE
									1,888.00		
						ACCOUNT TOTAL			1,888.00		
001180	606000					TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X100822		0	2023	1	INV	P	928.11	101422	293210 MB2016-287/WIRELESS
						ACCOUNT TOTAL			928.11		
001180	615000					ADVERTISING					
003141	HUB CITY SPOKES	100718		0	2023	1	INV	P	460.56	101422	293273 CITY WIDE ADS & NOT
003141	HUB CITY SPOKES	INV100504		0	2023	1	INV	P	556.56	101422	293273 CITY WIDE ADS & NOT
									1,017.12		
						ACCOUNT TOTAL			1,017.12		
001180	638400					MOTOR VEHICLE EQ. R&M					
002060	ADVANCE AUTO PARTS	5604227978316		229632	2023	1	INV	P	12.89	101422	293193 HEATER HOSE FOR UNI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
004514	UNIVERSITY TIRE & SE	INV187835		0	2023	1	INV P	46.75	101422	293403	OIL CHG FOR UNIT #
004514	UNIVERSITY TIRE & SE	INV203759		2300042	2023	1	INV P	48.33	101422	293403	OIL CHANGE FOR UNIT
								95.08			
ACCOUNT TOTAL								107.97			
ORG 001180 TOTAL								6,334.84			
P/S CONTRAC.SER											
001190	681500	JAIL EXPENSE									
002851	FORREST CTY SUPERVIS	6.1.22-6.30.22		0	2023	1	INV P	86,050.12	101422	293252	HOUSING OF INMATES
002851	FORREST CTY SUPERVIS	8.1.22-8.31.22		0	2023	1	INV P	76,774.48	101422	293252	AUGUST 2022 HOUSING
								162,824.60			
003371	LAMAR CTY SHERIFF	09.01.22-09.30.22		0	2023	1	INV P	390.00	101422	293293	SEPTEMBER 2022 HOUS
ACCOUNT TOTAL								163,214.60			
ORG 001190 TOTAL								163,214.60			
TRAFFIC MAINT.											
001191	570000	MTR VEHICLE REP. PTS/SPL									
004514	UNIVERSITY TIRE & SE	INV203736		2300053	2023	1	INV P	606.52	101422	293403	TIRES UNIT 17528 2
ACCOUNT TOTAL								606.52			
001191	606000	TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351X100822		0	2023	1	INV P	71.61	101422	293210	MB2016-287/WIRELESS
ACCOUNT TOTAL								71.61			
001191	639400	DISINFECT./EXTERMINATION									
003040	HAVARD PEST CONTROL	2015022		0	2023	1	INV P	45.00	101422	293266	HAVARD PEST CONTROL
ACCOUNT TOTAL								45.00			
UNIFORM RENT											
002471	CINTAS CORPORATION #	4131684625		0	2023	1	INV P	25.00	101422	293230	TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION #	4132369679		0	2023	1	INV P	25.00	101422	293230	TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION #	4133071038		0	2023	1	INV P	25.00	101422	293229	TRAFFIC UNIFORM
								75.00			
ACCOUNT TOTAL								75.00			
MOP-MAT-RAG RENT											
002471	CINTAS CORPORATION #	4131684377		0	2023	1	INV P	7.70	101422	293230	TRAFFIC MATS SC/820
002471	CINTAS CORPORATION #	4132369437		0	2023	1	INV P	7.70	101422	293230	TRAFFIC MATS SC/82
002471	CINTAS CORPORATION #	4133070210		0	2023	1	INV P	7.70	101422	293230	TRAFFIC MATS SC/

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									23.10		
ACCOUNT TOTAL									23.10		
001191	687000	CUSTODIAL SERVICE									
002037	AB SUPPORT SERVICES	4B1008	2300002	2023	1	INV	P		325.00	101422	293191 JANITORIAL CLEANING
ACCOUNT TOTAL									325.00		
ORG 001191 TOTAL									1,146.23		
001201	STREET DIV.										
001201	540000	ASPHALT & ASPHALT PROD.									
047056	WARREN PAVING INC	67948	229599	2023	1	INV	P		311.03	101422	293408 ASPHALT/VARIOUS LOC
ACCOUNT TOTAL									311.03		
001201	542000	DRAINAGE PIPE & CULVERTS									
004284	SOUTHERN PIPE & SUPP	7238051-00	2300060	2023	1	INV	P		2,125.00	101422	293383 18" DRAINAGE PIPE
ACCOUNT TOTAL									2,125.00		
001201	559000	OTHER OPERATING MATL/SPLY									
002215	BATTERIES PLUS BULBS	P55708050	2300048	2023	1	INV	P		52.80	101422	293215 AA & AAA BATTERIES
ACCOUNT TOTAL									52.80		
001201	570000	MTR VEHICLE REP. PTS/SPL									
004514	UNIVERSITY TIRE & SE	INV203779	2300059	2023	1	INV	P		679.52	101422	293403 TIRES/UNIT 21880
ACCOUNT TOTAL									679.52		
001201	604900	OTHER PROFESSIONAL SERV.									
048676	PROCARE LANDS	6	0	2023	1	INV	P		6,000.00	101422	293352 MNTHLY MAINTENANCE
048836	PAYTON, RAY A.	10006	0	2023	1	INV	P		2,000.00	101422	293334 MAINTENANCE/OLD AIR
048917	MS CONCRETE PROF	INVOICE36	0	2023	1	INV	P		500.00	101422	293321 414 NORTH 38TH AVE
048917	MS CONCRETE PROF	INVOICE41	0	2023	1	INV	P		500.00	101422	293321 CORNER OF N40TH AND
									1,000.00		
048966	MARTINEZ DAVID J	104	0	2023	1	INV	P		1,400.00	101422	293311 MONTHLY MAINTENANCE
ACCOUNT TOTAL									10,400.00		
001201	611000	TRAVEL EXPENSE									
003884	PERKINS, RONNIE	OT9535	0	2023	1	INV	P		138.00	101422	293338 TRAVEL ADV./APWA/10
ACCOUNT TOTAL									138.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
001201	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4128942119	0	2023	1	INV	P	44.38	101422	293229	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4128942179	0	2023	1	INV	P	56.51	101422	293228	UNIFORM RENTAL
002471	CINTAS CORPORATION #	4128942316	0	2023	1	INV	P	104.80	101422	293227	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4128942367	0	2023	1	INV	P	20.30	101422	293230	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4128942396	0	2023	1	INV	P	52.81	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4129625647	0	2023	1	INV	P	56.51	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4129625702	0	2023	1	INV	P	44.38	101422	293229	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4129625827	0	2023	1	INV	P	104.80	101422	293227	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4129625855	0	2023	1	INV	P	20.30	101422	293230	MOP & MAT RENTALS
002471	CINTAS CORPORATION #	4129625892	0	2023	1	INV	P	52.81	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4130333004	0	2023	1	INV	P	44.38	101422	293229	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4130333020	0	2023	1	INV	P	98.28	101422	293227	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4130333032	0	2023	1	INV	P	56.51	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4130333134	0	2023	1	INV	P	20.30	101422	293230	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4130333147	0	2023	1	INV	P	52.81	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4131001800	0	2023	1	INV	P	56.51	101422	293228	UNIFORM RENTRAL
002471	CINTAS CORPORATION #	4131001865	0	2023	1	INV	P	44.38	101422	293229	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4131001946	0	2023	1	INV	P	98.28	101422	293227	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4131002056	0	2023	1	INV	P	20.30	101422	293230	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4131002112	0	2023	1	INV	P	52.81	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4131684467	0	2023	1	INV	P	115.53	101422	293227	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4131684490	0	2023	1	INV	P	44.38	101422	293229	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4131684558	0	2023	1	INV	P	98.28	101422	293227	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4131684640	0	2023	1	INV	P	18.56	101422	293230	MOP & MAT RENTALS
002471	CINTAS CORPORATION #	4131684752	0	2023	1	INV	P	52.81	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4132369547	0	2023	1	INV	P	56.51	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4132369619	0	2023	1	INV	P	44.38	101422	293229	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4132369694	0	2023	1	INV	P	122.99	101422	293227	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4132369763	0	2023	1	INV	P	18.56	101422	293230	MOP & MAT RENTALS
002471	CINTAS CORPORATION #	4132369775	0	2023	1	INV	P	52.81	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4133070400	0	2023	1	INV	P	56.51	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4133070610	0	2023	1	INV	P	97.77	101422	293227	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4133070696	0	2023	1	INV	P	44.38	101422	293229	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4133070927	0	2023	1	INV	P	52.81	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4133071000	0	2023	1	INV	P	18.56	101422	293230	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4133749654	0	2023	1	INV	P	53.73	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4133749679	0	2023	1	INV	P	56.53	101422	293228	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4133749706	0	2023	1	INV	P	90.99	101422	293227	UNIFORM RENTALS
002471	CINTAS CORPORATION #	4133749823	0	2023	1	INV	P	18.56	101422	293230	MOP & MAT RENTALS
002471	CINTAS CORPORATION #	4133749861	0	2023	1	INV	P	52.81	101422	293228	UNIFORM RENTALS
								2,269.62			
ACCOUNT TOTAL								2,269.62			
ORG 001201 TOTAL								15,975.97			
001202	STREET LIGHTS										
001202	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2022 10.3.22	0	2023	1	INV	P	103.20	101422	293323	MS POWER 107 S 17TH
003700	MS POWER COMPANY	E2022 4-OCT	0	2023	1	INV	P	43.04	101422	293323	MISSISSIPPI POWER E

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
003700	MS POWER COMPANY	E2022 OCT3.22	0	2023	1	INV	P		3,576.60	101422	293323	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022-27 SEP	0	2023	1	INV	P		199.58	101422	293323	MISSISSIPPI POWER-V
									3,922.42			
003873	PEARL RIVER VALLEY E	2022	0	2023	1	INV	P		52.79	101422	293336	PRVEPA KING ROAD/HW
003873	PEARL RIVER VALLEY E	2022 10.3.22	0	2023	1	INV	P		286.34	101422	293336	PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY E	2022 27 SEP	0	2023	1	INV	P		1,647.30	101422	293336	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 29-SEP	0	2023	1	INV	P		58.23	101422	293336	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2022 30-SEP	0	2023	1	INV	P		396.00	101422	293336	PEARL RIVER ELECTRI
									2,440.66			
004282	SOUTHERN PINE ELECTR	E2022-09/19/22	0	2023	1	INV	P		67.64	101422	293382	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2022-10/04	0	2023	1	INV	P		2,955.02	101422	293382	SOUTHERN PINE ELECT
									3,022.66			
ACCOUNT TOTAL									9,385.74			
ORG 001202 TOTAL									9,385.74			
001203	ENGR/PUBLIC SER											
001203	606000	TELEPHONE AND TELEGRAPH										
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV	P		214.68	101422	293210	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X100522	0	2023	1	INV	P		52.18	101422	293206	MB2016-287/WIRELESS
									266.86			
ACCOUNT TOTAL									266.86			
001203	630000	GAS										
004321	SPIRE	G2022-04-OCT	0	2023	1	INV	P		30.27	101422	293390	SPIRE-VARIOUS DEPTS
ACCOUNT TOTAL									30.27			
001203	639400	DISINFECT./EXTERMINATION										
003040	HAVARD PEST CONTROL	2015021	0	2023	1	INV	P		55.00	101422	293266	HAVVARD PEST CONTRO
ACCOUNT TOTAL									55.00			
001203	687000	CUSTODIAL SERVICE										
002037	AB SUPPORT SERVICES	481008	2300002	2023	1	INV	P		425.00	101422	293191	JANITORIAL CLEANING
ACCOUNT TOTAL									425.00			
ORG 001203 TOTAL									777.13			
001204	SHOP DIVISION											
001204	630000	GAS										
004321	SPIRE	G2022-04-OCT	0	2023	1	INV	P		20.00	101422	293390	SPIRE-VARIOUS DEPTS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									20.00		
001204 643000 UNIFORM RENT											
002471	CINTAS CORPORATION #	4131684620	0	2023	1	INV	P	61.89	101422	293227	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4132369648	0	2023	1	INV	P	61.89	101422	293227	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4133070826	0	2023	1	INV	P	61.89	101422	293227	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4133749721	0	2023	1	INV	P	61.89	101422	293227	UNIFORM RENTAL/PW S
									247.56		
ACCOUNT TOTAL									247.56		
ORG 001204 TOTAL									267.56		
001205 G O & F S DIV.											
001205 604900 OTHER PROFESSIONAL SERV.											
003186	INSTALLATION PLUS	10442	0	2023	1	INV	P	75.00	101422	293275	MONTHLY MONITORING
048825	MCKINNEY EQUIPMENT	0105264-IN	0	2023	1	INV	P	1,248.00	101422	293313	ANNUAL HELP DESK &
048825	MCKINNEY EQUIPMENT	0105596-IN	2300036	2023	1	INV	P	218.75	101422	293313	LABOR TO RESET DIES
									1,466.75		
ACCOUNT TOTAL									1,541.75		
001205 606000 TELEPHONE AND TELEGRAPH											
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV	P	483.35	101422	293210	MB2016-287/WIRELESS
002160	AT&T MOBILITY	289290252011X100522	0	2023	1	INV	P	1,657.36	101422	293208	MB2016-287/WIRELESS
									2,140.71		
ACCOUNT TOTAL									2,140.71		
001205 639400 DISINFECT./EXTERMINATION											
003040	HAVARD PEST CONTROL	2015026	0	2023	1	INV	P	235.00	101422	293266	HAVARD PEST CONTROL
ACCOUNT TOTAL									235.00		
ORG 001205 TOTAL									3,917.46		
001206 DRAINAGE DIV.											
001206 729500 OTHER IMPROVEMENTS											
004568	WALKER CONSTRUCTION	316	225486	2023	1	INV	P	49,500.00	101422	293405	2-QUOTE DITCH AT VE
ACCOUNT TOTAL									49,500.00		
ORG 001206 TOTAL									49,500.00		
001207 CONSTRUCTION											
001207 560000 BUILDING MATERIALS & SPLV											
004017	REGIONS CARDHOLDER S	1286 - 09-30-2022	0	2023	1	INV	P	549.00	101422	293360	1286 - 09-30-2022 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											549.00		
ELECTRICAL SUPPLIES													
001207	560500												
002901	GILKEY	ELECTRIC	SUPP	362525	229613	2023	1	INV	P		191.65	101422	293257 TOWN SQUARE WHEELCH
002901	GILKEY	ELECTRIC	SUPP	362726	229619	2023	1	INV	P		42.75	101422	293257 PLUGS FOR MOBILE ST
											234.40		
ACCOUNT TOTAL											234.40		
OTHER PROFESSIONAL SERV.													
001207	604900												
002523	COMCAST	CABLEVISION		10.01.22	0	2023	1	INV	P		158.83	101422	293238 ACCT#83964107307341
ACCOUNT TOTAL											158.83		
TELEPHONE AND TELEGRAPH													
001207	606000												
002160	AT&T	MOBILITY		287273578351X100822	0	2023	1	INV	P		123.22	101422	293210 MB2016-287/WIRELESS
ACCOUNT TOTAL											123.22		
UNIFORM RENT													
001207	643000												
002471	CINTAS	CORPORATION	#	4131684499	0	2023	1	INV	P		51.33	101422	293228 UNIFORM RENTAL/SC#8
002471	CINTAS	CORPORATION	#	4132369479	0	2023	1	INV	P		51.33	101422	293228 UNIFORM RENTAL/CONS
002471	CINTAS	CORPORATION	#	4133070594	0	2023	1	INV	P		51.33	101422	293228 UNIFORM RENTAL/CONS
002471	CINTAS	CORPORATION	#	4133749646	0	2023	1	INV	P		51.33	101422	293229 UNIFORM RENTAL/CONS
											205.32		
ACCOUNT TOTAL											205.32		
ORG 001207 TOTAL											1,270.77		
SANITATION DIV.													
001220	513000												
001220	513000												
004583	WARING	OIL CO	(GULFP	170613A	0	2023	1	INV	P		6.40	101422	293406 REF P.O. 229399 - G
ACCOUNT TOTAL											6.40		
OTHER OPERATING MATL/SPLY													
001220	559000												
002472	CINTAS	FIRST AID	J71	5127809983	0	2023	1	INV	P		644.16	101422	293231 GLOVES/LYSOL WIPES
ACCOUNT TOTAL											644.16		
MTR VEHICLE REP. PTS/SPL													
001220	570000												
003114	HOL-MAC	CORPORATION		388247	2300083	2023	1	INV	P		3,639.61	101422	293269 HYDRAULIC JOYSTICKS
ACCOUNT TOTAL											3,639.61		
FREIGHT													
001220	612000												
004139	SCOTTS	HYDRAULIC	SER	52251	2300010	2023	1	INV	P		118.26	101422	293374 UNIT 20074 PUMP REP
ACCOUNT TOTAL											118.26		

YEAR/PERIOD: 2023/1 TO 2023/1				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
001220	638400										
004139	SCOTTS HYDRAULIC SER 52251				2300010	2023	1 INV P	2,858.00	101422	293374	UNIT 20074 PUMP REP
004297	SOUTHERN TIRE MART (2520106254				2300011	2023	1 INV P	8,120.00	101422	293385	TIRES FOR SANITATIO
								ACCOUNT TOTAL		10,978.00	
001220	639800										
003253	JOHNNY'S WRECKER SER 44523				0	2023	1 INV P	350.00	101422	293282	UNIT 20072 REAR LIF
								ACCOUNT TOTAL		350.00	
001220	643000										
002471	CINTAS CORPORATION # 4131685015				0	2023	1 INV P	215.69	101422	293227	SC8200044758 SANIT.
002471	CINTAS CORPORATION # 4132369965				0	2023	1 INV P	207.15	101422	293227	SC8200044758 SANIT.
002471	CINTAS CORPORATION # 4133071118				0	2023	1 INV P	217.21	101422	293227	SC200044758 SANITAT
002471	CINTAS CORPORATION # 4133750093				0	2023	1 INV P	280.98	101422	293227	SC8200044758-SANIT.
								921.03			
002472	CINTAS FIRST AID J71 5126619318				0	2023	1 INV P	66.40	101422	293231	SANITATION FIRST AI
								ACCOUNT TOTAL		987.43	
001220	643500										
002471	CINTAS CORPORATION # 4132369519				0	2023	1 INV P	35.04	101422	293229	SC8200044758 SANIT
002471	CINTAS CORPORATION # 4133070288				0	2023	1 INV P	35.04	101422	293229	SC8200044758 SANITA
002471	CINTAS CORPORATION # 413749506				0	2023	1 INV P	35.04	101422	293229	SC8200044758-SANIT
								105.12			
								ACCOUNT TOTAL		105.12	
001220	688000										
002007	98 WASTE LLC 4608				0	2023	1 INV P	14,441.00	101422	293190	MB2016-322 SANITATI
002007	98 WASTE LLC 4609				0	2023	1 INV P	735.00	101422	293190	MB2016-322 PARKS &
002007	98 WASTE LLC 4646				0	2023	1 INV P	7,287.00	101422	293190	MB2016-322 CODE ENF
								22,463.00			
003798	NORTHGATE LAND & TIM 937				0	2023	1 INV P	9.00	101422	293330	RUBY & TUSCAN RED D
003920	PINE BELT REGIONAL S 6967				0	2023	1 INV P	34,552.44	101422	293346	MB197-1/451454 SANI
004591	WASTE MANAGEMENT OF 0013391-2526-0				0	2023	1 INV P	2,830.95	101422	293409	MB 2003-5/484 SANIT
								ACCOUNT TOTAL		59,855.39	
001220	688500										
048594	ECOSOUTH SERVICES INV23935				0	2023	1 INV P	4,264.70	101422	293242	GARBAGE SERVICE PLA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL	4,264.70		
001220	689000			RECYCLING FEES					
004030	REPUBLIC SERVICES IN	0991-000340061	0	2023 1 INV P		20,262.55	101422	293362	REF#P.O. 22935-SANI
						ACCOUNT TOTAL	20,262.55		
						ORG 001220 TOTAL	101,211.62		
001260			ANIMAL CONTROL						
001260	535500			WEARING APPAREL					
002879	GALL'S LLC	5291118	0	2023 1 INV P		134.00	101422	293254	PANTS FOR ANIMAL CO
						ACCOUNT TOTAL	134.00		
001260	684500			REGISTRATION FEE/TUITION					
004017	REGIONS CARDHOLDER S	2080 - 09-30-2022	0	2023 1 INV P		937.05	101422	293360	2080 - 09-30-2022 C
						ACCOUNT TOTAL	937.05		
						ORG 001260 TOTAL	1,071.05		
001402			ECONOMIC DEV.						
001402	604900			OTHER PROFESSIONAL SERV.					
003764	NEEL-SCHAFFER INC	1080358-1081171	0	2023 1 INV P		68,513.42	101422	293325	MB 2021-322 HWY 49
						ACCOUNT TOTAL	68,513.42		
						ORG 001402 TOTAL	68,513.42		
001551			AIRPORT DIV.						
001551	560500			ELECTRICAL SUPPLIES					
002901	GILKEY ELECTRIC SUPP	361312	229629	2023 1 INV P		360.00	101422	293257	AIRPORT HANGAR #3
						ACCOUNT TOTAL	360.00		
						ORG 001551 TOTAL	360.00		
001553			CEMETERY DIV						
001553	502000			MINOR OFFICE EQUIP/FURN.					
003825	OWENS BUSINESS MACHI	451573	0	2023 1 INV P		27.08	101422	293332	MINOR OFFICE EQUIPM
						ACCOUNT TOTAL	27.08		
001553	575500			AGRICLTRL REPAIR PTS/SPL					
003034	HATTIESBURG HYDRAULI	97219	2300093	2023 1 INV P		193.05	101422	293265	HYDRAULIC HOSE FOR
						ACCOUNT TOTAL	193.05		
001553	604900			OTHER PROFESSIONAL SERV.					
002471	CINTAS CORPORATION #	5126619317	0	2023 1 INV P		16.35	101422	293230	FIRST AID CABINET S

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003191	INTERFACE SECURITY S	20312691		0	2023	1	INV P	48.34	101422	293276 MB2006-2/76-77 SECU
003634	MOLLY MAID	1022		0	2023	1	INV P	245.00	101422	293317 MB#2005-2/267 CLEAN
							ACCOUNT TOTAL	309.69		
001553	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X100822		0	2023	1	INV P	115.22	101422	293210 MB2016-287/WIRELESS
							ACCOUNT TOTAL	115.22		
001553	630000						GAS			
004321	SPIRE	G2022-04-OCT		0	2023	1	INV P	22.57	101422	293390 SPIRE-VARIOUS DEPTS
							ACCOUNT TOTAL	22.57		
001553	630500						ELECTRICITY			
003873	PEARL RIVER VALLEY E	2022 27 SEP		0	2023	1	INV P	45.80	101422	293336 PEARL RIVER VALLEY
							ACCOUNT TOTAL	45.80		
001553	638400						MOTOR VEHICLE EQ. R&M			
004299	SOUTHERN TIRE MART L	2520106268		2300087	2023	1	INV P	415.14	101422	293386 TIRE FOR BUCKET TRU
							ACCOUNT TOTAL	415.14		
001553	639400						DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	2015038		0	2023	1	INV P	40.00	101422	293266 HAVARD PEST CONTROL
							ACCOUNT TOTAL	40.00		
001553	643000						UNIFORM RENT			
002471	CINTAS CORPORATION #	41300335194		0	2023	1	INV P	57.34	101422	293228 ST CONTRACT#8200044
002471	CINTAS CORPORATION #	4131004637		0	2023	1	INV P	44.73	101422	293229 ST CONTRACT#8200047
002471	CINTAS CORPORATION #	4131687676		0	2023	1	INV P	74.29	101422	293227 ST CONTRACT#8200047
002471	CINTAS CORPORATION #	4132372536		0	2023	1	INV P	51.15	101422	293229 ST CONTRACT#8200047
								227.51		
							ACCOUNT TOTAL	227.51		
001553	643500						MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4130335128		0	2023	1	INV P	30.03	101422	293229 ST CONTRACT#8200047
002471	CINTAS CORPORATION #	4131004654		0	2023	1	INV P	30.03	101422	293229 ST CONTRACT#8200047
002471	CINTAS CORPORATION #	4131687577		0	2023	1	INV P	30.03	101422	293229 ST CONTRACT#8200047
002471	CINTAS CORPORATION #	4132372522		0	2023	1	INV P	30.03	101422	293229 ST CONTRACT#8200047
								120.12		
							ACCOUNT TOTAL	120.12		
							ORG 001553 TOTAL	1,516.18		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001560					PARKING OPER.						
001560 640200					PARKING GARAGE/LOT RENT						
003789		NORFOLK SOUTHERN COR		92860172	0	2023	1	INV P	2,291.90	101422	293328 LEASE FOR RR PARKIN
004530		V F W OF THE US		INV112022	0	2023	1	INV P	75.00	101422	293404 PARKING LEASE AT TH
ACCOUNT TOTAL									2,366.90		
ORG 001560 TOTAL									2,366.90		
FUND 001 REVENUES								TOTAL:	1,013,842.54		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300												PKS/REC-RECREATION MAINT. DIV.
002300	525000											GAS AND OIL
001002	CITY OF HATTIESBURG	9/30/22	PARKS & REC	0			2023	1	INV P	9,339.95	101422	293232 FUEL USAGE 9/1-9/30
										9,339.95		ACCOUNT TOTAL
002300	525700											DIESEL FUEL
001002	CITY OF HATTIESBURG	9/30/22	PARKS & REC	0			2023	1	INV P	712.32	101422	293232 FUEL USAGE 9/1-9/30
										712.32		ACCOUNT TOTAL
002300	606000											TELEPHONE AND TELEGRAPH
002160	AT&T MOBILITY	287273578351X100822		0			2023	1	INV P	508.73	101422	293210 MB2016-287/WIRELESS
										508.73		ACCOUNT TOTAL
002300	630500											ELECTRICITY
003700	MS POWER COMPANY	E2022 OCT3.22		0			2023	1	INV P	60.84	101422	293323 MS POWER VARIOUS DE
										60.84		ACCOUNT TOTAL
002300	687000											CUSTODIAL SERVICE
002037	AB SUPPORT SERVICES	3B2008			2300006		2023	1	INV P	380.00	101422	293191 JANITORIAL CLEANING
										380.00		ACCOUNT TOTAL
002300	699900											SERVICES NOT SPECIFIED
003764	NEEL-SCHAFFER INC	1081159		0			2023	1	INV P	993.95	101422	293325 MB 2011-4/307 KAMPE
										993.95		ACCOUNT TOTAL
										11,995.79		ORG 002300 TOTAL
002315												PKS/REC-REC.ADMIN/COM.REL.
002315	525000											GAS AND OIL
001002	CITY OF HATTIESBURG	9/30/22	PARKS & REC	0			2023	1	INV P	62.01	101422	293232 FUEL USAGE 9/1-9/30
										62.01		ACCOUNT TOTAL
002315	551000											RECREATIONAL SUPPLIES
003921	PINE BELT TROPHY	10122			2300019		2023	1	INV P	20.00	101422	293347 CORNHOLE TROPHY FAL
										20.00		ACCOUNT TOTAL
002315	603400											OFFICIALS
004416	TERRELL, WINSTON	9.16.22		0			2023	1	INV P	75.00	101422	293396 HPR CONTRACT LABOR
048772	LEE ANTHONY	9.16.22		0			2023	1	INV P	75.00	101422	293297 HPR CONTRACT LABOR
										150.00		ACCOUNT TOTAL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002315	604900					OTHER	PROFESSIONAL	SERV.				
002800	FELTS, GEREY	10.7.22		0	2023	1	INV	P	140.00	101422	293248	HPR CONTRACT LABOR
002965	GUTHRIE, JONI S	10.7.22		0	2023	1	INV	P	180.00	101422	293262	HPR CONTRACT LABOR
003313	KETTLEY, ANNETTE	9.16.22		0	2023	1	INV	P	30.00	101422	293288	HPR CONTRACT LABOR
003508	MARTIN, MAGDALINE	10.7.22		0	2023	1	INV	P	96.00	101422	293310	HPR CONTRACT LABOR
003958	POWELL, RANDY	10.7.22		0	2023	1	INV	P	225.00	101422	293351	HPR CONTRACT LABOR
003958	POWELL, RANDY	9.16.22		0	2023	1	INV	P	75.00	101422	293351	HPR CONTRACT LABOR
									300.00			
004323	SPORTS ILLUSTRATED P	531239		0	2023	1	INV	P	452.50	101422	293391	SIP JULY INVOICE
004323	SPORTS ILLUSTRATED P	532121		0	2023	1	INV	P	462.25	101422	293391	SIPLAY AUGUST INVOI
004323	SPORTS ILLUSTRATED P	532965		0	2023	1	INV	P	524.50	101422	293391	SIPLAY SEPTEMBER IN
									1,439.25			
047581	PROTECTION AGENCY &	1353		0	2023	1	INV	P	575.00	101422	293353	SECURITY FOR YOUTH
048422	RAY NANCY REBEKAH	10.7.22		0	2023	1	INV	P	150.00	101422	293359	HPR CONTRACT LABOR
049258	MARTAVIUS PRINCE	10.7.22		0	2023	1	INV	P	80.00	101422	293309	HPR CONTRACT LABOR
ACCOUNT TOTAL									2,990.25			
002315	604919				OTH	PROF	SERV-ART	CENTER				
047117	ABIGAIL L ALLEN	10042022		0	2023	1	INV	P	500.00	101422	293192	ART CLASS INSTRUCTO
048656	HOLLEY REBECCA RUMBA	10032022		0	2023	1	INV	P	150.00	101422	293270	ART INSTRUCTOR SEPT
049332	THOMAS ABREEZA C.K.	08312022		0	2023	1	INV	P	350.00	101422	293397	ART INSTRUCTORS SEP
ACCOUNT TOTAL									1,000.00			
002315	630500				ELECTRICITY							
003700	MS POWER COMPANY	E2022 OCT3.22		0	2023	1	INV	P	1,814.52	101422	293323	MS POWER VARIOUS DE
ACCOUNT TOTAL									1,814.52			
002315	639400				DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	2015009		0	2023	1	INV	P	48.00	101422	293266	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015015		0	2023	1	INV	P	48.00	101422	293266	HAVARD PEST CONTROL
									96.00			
ACCOUNT TOTAL									96.00			
ORG 002315 TOTAL									6,132.78			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1														
ACCOUNT/VENDOR				INVOICE			PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
002341				PKS/REC-KAMPER PARK ZOO DIV.										
002341 630500				ELECTRICITY										
003700 MS POWER COMPANY				E2022 OCT 06.22	0	2023	1	INV	P	4,142.08	101422	293323	MS POWER NESB 107 S	
ACCOUNT TOTAL										4,142.08				
ORG 002341 TOTAL										4,142.08				
FUND 002 PARKS & RECREATION FUND										TOTAL:				22,270.65

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660				W&S O&M-CUSTOMER ACCT. DIV.							
009660	502000			MINOR OFFICE EQUIP/FURN.							
004017	REGIONS CARDHOLDER S	1286	-	09-30-2022	0	2023	1	INV P	587.43	101422	293360 1286 - 09-30-2022 C
				ACCOUNT TOTAL					587.43		
009660	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	9/30/22		WATER	0	2023	1	INV P	1,545.20	101422	293234 FUEL USAGE 9/1-9/30
				ACCOUNT TOTAL					1,545.20		
009660	604900			OTHER PROFESSIONAL SERV.							
002181	BADGER METER INC	80109283			0	2023	1	INV P	3,035.73	101422	293213 MB 2018-832 BEACON
003796	NORTH LAMAR WATER AS NL	08302022			0	2023	1	INV P	149.00	101422	293329 SEWER READS AUG 202
004316	SPEEDY PRINTING & SI	30772			229631	2023	1	INV P	273.00	101422	293389 SIGNS FOR NEW DRIVE
004482	TYLER TECHNOLOGIES IN	045-394602			0	2023	1	INV P	4,200.00	101422	293400 MUNIS IMPLEMENTATIO
				ACCOUNT TOTAL					7,657.73		
009660	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X100822			0	2023	1	INV P	591.72	101422	293210 MB2016-287/WIRELESS
				ACCOUNT TOTAL					591.72		
009660	607000			POSTAGE							
047562	ENCO UTILITY	INV56164			0	2023	1	INV P	3,037.54	101422	293247 MB 2020-835 RT 1 BI
				ACCOUNT TOTAL					3,037.54		
009660	620000			PRINTING							
047562	ENCO UTILITY	INV56164			0	2023	1	INV P	1,152.76	101422	293247 MB 2020-835 RT 1 BI
				ACCOUNT TOTAL					1,152.76		
009660	638400			MOTOR VEHICLE EQ. R&M							
002815	FIRESTONE COMPLETE A	266616			2300109	2023	1	INV P	191.28	101422	293249 TIRE FOR UNIT 21882
				ACCOUNT TOTAL					191.28		
009660	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	2019062			0	2023	1	INV P	250.00	101422	293266 HAVARD PEST CONTROL
				ACCOUNT TOTAL					250.00		
009660	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4133073851			0	2023	1	INV P	46.86	101422	293229 S/C 8200044758 UNIF
002471	CINTAS CORPORATION #	4133751521			0	2023	1	INV P	46.86	101422	293229 S/C 8200044758 UNIF

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
								93.72			
ACCOUNT TOTAL								93.72			
009660	687000	CUSTODIAL SERVICE									
002037	AB SUPPORT SERVICES	4B1008	2300002	2023	1	INV	P	550.00	101422	293191	JANITORIAL CLEANING
ACCOUNT TOTAL								550.00			
ORG 009660 TOTAL								15,657.38			
009672	525000	W&S O&M-WATER TRANSMISSION DIV									
009672	525000	GAS AND OIL									
001002	CITY OF HATTIESBURG	9/30/22 WATER	0	2023	1	INV	P	6,491.05	101422	293234	FUEL USAGE 9/1-9/30
ACCOUNT TOTAL								6,491.05			
009672	525700	DIESEL FUEL									
001002	CITY OF HATTIESBURG	9/30/22 WATER	0	2023	1	INV	P	240.00	101422	293234	FUEL USAGE 9/1-9/30
ACCOUNT TOTAL								240.00			
009672	541500	SAND,CLAY,GRVL,FILL DIRT									
004586	WARREN PAVING INC	66183	229363	2023	1	INV	P	638.58	101422	293407	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	66497	229363	2023	1	INV	P	269.70	101422	293407	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	66865	229363	2023	1	INV	P	344.52	101422	293407	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	67258	229363	2023	1	INV	P	481.98	101422	293407	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	67293	229363	2023	1	INV	P	486.33	101422	293407	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	67334	229363	2023	1	INV	P	259.26	101422	293407	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	67339	229363	2023	1	INV	P	249.69	101422	293407	HOT MIX ASPHALT FOR
								2,730.06			
ACCOUNT TOTAL								2,730.06			
009672	561000	PLUMBING SUPPLIES									
002442	CENTRAL PIPE SUPPLY	S100295808-001	227856	2023	1	INV	P	1,055.70	101422	293224	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	R423155	229228	2023	1	INV	P	1,318.60	101422	293239	WAREHOUSE STOCK FOR
ACCOUNT TOTAL								2,374.30			
009672	570000	MTR VEHICLE REP. PTS/SPL									
002700	EAGLE TIRE AND SERVI	INV068020	2300014	2023	1	INV	P	150.82	101422	293241	TIRE FOR UNIT # 215
002700	EAGLE TIRE AND SERVI	INV068041	2300015	2023	1	INV	P	641.66	101422	293241	TIRES FOR UNIT # 21
								792.48			
048827	CARQUEST	14758-14335	0	2023	1	INV	P	88.80	101422	293222	REPAIR PARTS UNIT#2
048827	CARQUEST	14758-17091	2300013	2023	1	INV	P	434.63	101422	293222	REPAIR PARTS FOR UN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1					ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
											523.43		
ACCOUNT TOTAL											1,315.91		
009672	604900	OTHER PROFESSIONAL SERV.											
048917	MS CONCRETE PROF	28	0	2023	1	INV	P	1,400.00	101422		293321	CONCRETE REPAIR-- 40	
048917	MS CONCRETE PROF	29	0	2023	1	INV	P	350.00	101422		293321	CONCRETE REPAIR -- 3	
048917	MS CONCRETE PROF	30	0	2023	1	INV	P	500.00	101422		293321	CONCRETE REPAIR-- S	
048917	MS CONCRETE PROF	31	0	2023	1	INV	P	1,900.00	101422		293321	CONCRETE REPAIR --	
048917	MS CONCRETE PROF	32	0	2023	1	INV	P	450.00	101422		293321	CONCRETE REPAIRS-- 1	
048917	MS CONCRETE PROF	33	0	2023	1	INV	P	1,000.00	101422		293321	CONCRETE REPAIR-- 8	
048917	MS CONCRETE PROF	34	0	2023	1	INV	P	700.00	101422		293321	CONCRETE REPAIR-- 5	
048917	MS CONCRETE PROF	35	0	2023	1	INV	P	1,525.00	101422		293321	CONCRETE REPAIR-- M	
048917	MS CONCRETE PROF	37	0	2023	1	INV	P	350.00	101422		293321	CONCRETE REPAIRS--	
048917	MS CONCRETE PROF	38	0	2023	1	INV	P	1,000.00	101422		293321	CONCRETE REPAIRS--	
048917	MS CONCRETE PROF	39	0	2023	1	INV	P	500.00	101422		293321	CONCRETE REPAIR-- 7	
048917	MS CONCRETE PROF	40	0	2023	1	INV	P	956.00	101422		293321	CONCRETE REPAIR-- M	
											10,631.00		
ACCOUNT TOTAL											10,631.00		
009672	636000	STREETS & STRUCTURES R&M											
003649	C J MORGAN INC	2022047	0	2023	1	INV	P	142,084.12	101422		293219	MB2022-680: WATER R	
003649	C J MORGAN INC	2022048	0	2023	1	INV	P	19,992.28	101422		293219	MB2022-680: WATER R	
											162,076.40		
ACCOUNT TOTAL											162,076.40		
009672	638400	MOTOR VEHICLE EQ. R&M											
002700	EAGLE TIRE AND SERVI	INV068020	2300014	2023	1	INV	P	18.00	101422		293241	TIRE FOR UNIT # 215	
002700	EAGLE TIRE AND SERVI	INV068041	2300015	2023	1	INV	P	86.00	101422		293241	TIRES FOR UNIT # 21	
											104.00		
ACCOUNT TOTAL											104.00		
009672	643000	UNIFORM RENT											
002471	CINTAS CORPORATION #	4133074310	0	2023	1	INV	P	271.44	101422		293227	SC#8200044758 -- UN	
002471	CINTAS CORPORATION #	4133752189	0	2023	1	INV	P	271.44	101422		293227	SC#8200044758- UNIF	
											542.88		
ACCOUNT TOTAL											542.88		
ORG 009672 TOTAL											186,505.60		
009673	525000	W&S O&M-WATER PLANT DIVISION											
001002	CITY OF HATTIESBURG	9/30/22 WATER	0	2023	1	INV	P	1,205.83	101422		293234	FUEL USAGE 9/1-9/30	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			1,205.83			
009673	604900				OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	78011	0	2023	1	INV	P	644.78	101422	293217	WATER SAMPLES TESTE
002380	BYRD, WADE J.	102022BYRD	0	2023	1	INV	P	3,000.00	101422	293218	CERTIFIED OPERATOR
003825	OWENS BUSINESS MACHI	453105	0	2023	1	INV	P	572.02	101422	293332	ANNUAL MAINTENANCE,
004270	SOUTHERN EXTERIORS F	12499	228746	2023	1	INV	P	1,100.00	101422	293380	REPLACE/ REPAIR FEN
048434	AMERICAN TANK	AMER100122	0	2023	1	INV	P	86,737.56	101422	293199	QUARTERLY TANK MAIN
					ACCOUNT TOTAL			92,054.36			
009673	630000				GAS						
004321	SPIRE	G2022 10.3.22	0	2023	1	INV	P	20.00	101422	293390	SPIRE (WILLMUT GAS)
					ACCOUNT TOTAL			20.00			
009673	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022 10.03.22	0	2023	1	INV	P	769.75	101422	293323	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022 4-OCT	0	2023	1	INV	P	62.71	101422	293323	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2022 OCT3.22	0	2023	1	INV	P	28,870.59	101422	293323	MS POWER VARIOUS DE
								29,703.05			
003873	PEARL RIVER VALLEY E	2022 10.3.22	0	2023	1	INV	P	50.83	101422	293336	PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY E	2022 27 SEP	0	2023	1	INV	P	77.70	101422	293336	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 30-SEP	0	2023	1	INV	P	7,573.78	101422	293336	PEARL RIVER ELECTRI
								7,702.31			
					ACCOUNT TOTAL			37,405.36			
009673	639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2015031	0	2023	1	INV	P	48.00	101422	293266	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015032	0	2023	1	INV	P	50.00	101422	293266	HAVARD PEST CONTROL
								98.00			
					ACCOUNT TOTAL			98.00			
009673	687000				CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	3B2008	2300006	2023	1	INV	P	380.00	101422	293191	JANITORIAL CLEANING
					ACCOUNT TOTAL			380.00			
009673	739900				OTHER EQUIPMENT						
004686	WRIGHT, J H & ASSOCI	1120547	226186	2023	1	INV	P	29,246.00	101422	293412	MB#2021-1474 SOLE/S

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				29,246.00		
					ORG 009673 TOTAL				160,409.55		
					W&S O&M-SEWER DIVISION						
009676	525000				GAS AND OIL						
009676	001002	CITY OF HATTIESBURG	9/30/22	WATER	0	2023	1	INV P	93.99	101422	293234 FUEL USAGE 9/1-9/30
					ACCOUNT TOTAL				93.99		
					DIESEL FUEL						
009676	525700				2023 1 INV P						
001002	CITY OF HATTIESBURG	9/30/22	WATER	0					700.10	101422	293234 FUEL USAGE 9/1-9/30
					ACCOUNT TOTAL				700.10		
					MINOR EQUIPMENT						
009676	546000				2023 1 INV P						
002083	ALLBRITTON CHAIN SAW	93886			2300090	2023	1	INV P	360.99	101422	293196 STIHL FS94R TRIMMER
					ACCOUNT TOTAL				360.99		
					MTR VEHICLE REP. PTS/SPL						
009676	570000				2023 1 INV P						
048827	CARQUEST	14758-17211			2300091	2023	1	INV P	189.43	101422	293222 BATTERY FOR UNIT #
					ACCOUNT TOTAL				189.43		
					OTHER REPAIR/MAINT. SPL.						
009676	599000				2023 1 INV P						
003543	MCELHANEY PLUMBING I	293798			229626	2023	1	INV P	39.95	101422	293312 HAND TOOLS FOR SEWE
					ACCOUNT TOTAL				39.95		
					ELECTRICITY						
009676	630500				2023 1 INV P						
003700	MS POWER COMPANY	E2022 OCT3.22			0	2023	1	INV P	763.83	101422	293323 MS POWER VARIOUS DE
004282	SOUTHERN PINE ELECTR	E2022-09/19/22			0	2023	1	INV P	937.61	101422	293382 SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2022-10/04			0	2023	1	INV P	215.62	101422	293382 SOUTHERN PINE ELECT
									1,153.23		
					ACCOUNT TOTAL				1,917.06		
					STREETS & STRUCTURES R&M						
009676	636000				2023 1 INV P						
004058	RJM MCQUEEN CONTRACT	2670			0	2023	1	INV P	67,568.31	101422	293365 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2676			0	2023	1	INV P	4,939.70	101422	293365 MB2020-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2677			0	2023	1	INV P	1,892.00	101422	293365 MB2020-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2678			0	2023	1	INV P	1,585.00	101422	293365 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2679			0	2023	1	INV P	2,768.30	101422	293365 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2680			0	2023	1	INV P	104,776.70	101422	293365 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2681			0	2023	1	INV P	4,754.98	101422	293365 MB2022-680: SEWER R
									188,284.99		
					ACCOUNT TOTAL				188,284.99		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009676	638600										
											CONSTRUCTION EQUIP R&M
002166	AUTO ARMATURE SERVIC	29535	229633	2023	1	INV	P		69.95	101422	293211 BATTERY FOR ASSET #
004499	UNDERWOOD OUTDOOR PO	117236	229611	2023	1	INV	P		117.00	101422	293402 ECHO TRIMMER HEAD -
									ACCOUNT TOTAL		186.95
									ORG 009676 TOTAL		191,773.46
009677											
											W&S O&M-SEWER LAGOON DIV.
009677	513000										CHEMICALS
002094	ALLIED UNIVERSAL COR	I2813589	2300001	2023	1	INV	P		26,110.00	101422	293197 CHLORINE & SULFUR D
									ACCOUNT TOTAL		26,110.00
009677	525000										
											GAS AND OIL
001002	CITY OF HATTIESBURG	9/30/22 WATER	0	2023	1	INV	P		819.90	101422	293234 FUEL USAGE 9/1-9/30
									ACCOUNT TOTAL		819.90
009677	525700										
											DIESEL FUEL
001002	CITY OF HATTIESBURG	9/30/22 WATER	0	2023	1	INV	P		683.02	101422	293234 FUEL USAGE 9/1-9/30
									ACCOUNT TOTAL		683.02
009677	602500										
											LEGAL
004599	WATKINS & EAGAR	421515	0	2023	1	INV	P		2,666.00	101422	293410 GENERAL ENVIRONMENT
004599	WATKINS & EAGAR	421526	0	2023	1	INV	P		150.50	101422	293410 WASTEWATER AGREEMEN
									2,816.50		
									ACCOUNT TOTAL		2,816.50
009677	630500										
											ELECTRICITY
003700	MS POWER COMPANY	E2022 OCT3.22	0	2023	1	INV	P		18,222.62	101422	293323 MS POWER VARIOUS DE
003873	PEARL RIVER VALLEY E	2022 10.3.22	0	2023	1	INV	P		51.99	101422	293336 PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY E	2022 27 SEP	0	2023	1	INV	P		634.26	101422	293336 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 30-SEP	0	2023	1	INV	P		3,405.29	101422	293336 PEARL RIVER ELECTRI
									4,091.54		
									ACCOUNT TOTAL		22,314.16
009677	638000										
											FIXED EQUIPMENT R&M
003348	L & A CONTRACTING CO	483-224	0	2023	1	INV	P		42,960.00	101422	293292 MB2016-64: LAGOONS
									ACCOUNT TOTAL		42,960.00
009677	639400										
											DISINFECT./EXTERMINATION
003040	HAVARD PEST CONTROL	2015036	0	2023	1	INV	P		40.00	101422	293266 HARVARD PEST CONTRO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL						40.00			
ORG 009677 TOTAL						95,743.58			
FUND 009 WATER & SEWER OPERATION/MAINT.						TOTAL: 650,089.57			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
011000													
011000	114000												
003439	LONDON & STETELMAN R	97687	65965		0	2023	1	INV P	33.60	101422	293301	METER DEP REF	65965
004305	SOUTHGATE REALTY, LL	101443	69354		0	2023	1	INV P	18.00	101422	293387	METER DEP REF	69354
047968	REMAX REAL ESTATE	120065	86478		0	2023	1	INV P	18.00	101422	293361	METER DEP REF	86478
048392	LORI PERKINS	120303	86711		0	2023	1	INV P	18.00	101422	293302	METER DEP REF	86711
048565	NICHOLAS AL CIRALDO	120151	86564		0	2023	1	INV P	18.00	101422	293327	METER DEP REF	86564
048651	LEE EVERETT CONST	119810	86231		0	2023	1	INV P	75.00	101422	293298	METER DEP REF	86231
049182	RYLEE DEVELOPMENT	120150	86563		0	2023	1	INV P	35.00	101422	293370	METER DEP REF	86563
049239	SHOEMAKER PROPERTY	120415	86824		0	2023	1	INV P	18.00	101422	293376	METER DEP REF	86824
049293	KAILEY EDWARDS	120652	87055		0	2023	1	INV P	75.00	101422	293286	METER DEP REF	87055
049294	NSD HOLDINGS LLC	120282	86692		0	2023	1	INV P	75.00	101422	293331	METER DEP REF	86692
049295	RITA L COX	96416	64854		0	2023	1	INV P	18.00	101422	293364	METER DEP REF	64854
049296	KEVIN WILLIAMS	99147	67268		0	2023	1	INV P	75.00	101422	293289	METER DEP REF	67268
049297	PHILLIP RICHARDSON	102217	70057		0	2023	1	INV P	12.00	101422	293341	METER DEP REF	70057
049298	MONICA RUSSELL	104184	71809		0	2023	1	INV P	69.00	101422	293318	METER DEP REF	71809
049299	CHAD MCCAMMON	106919	74256		0	2023	1	INV P	18.00	101422	293225	METER DEP REF	74256
049300	MARCUS CLARK	107015	74337		0	2023	1	INV P	18.00	101422	293307	METER DEP REF	74337
049301	TAMMY KITCHENS	110405	77464		0	2023	1	INV P	18.00	101422	293395	METER DEP REF	77464
049302	EMMA CUNNEEN	112649	79457		0	2023	1	INV P	18.00	101422	293245	METER DEP REF	79457
049303	AMBER E WILSON	113499	80249		0	2023	1	INV P	12.00	101422	293198	METER DEP REF	80249
049304	PAIGE WALLER	114684	81322		0	2023	1	INV P	75.00	101422	293333	METER DEP REF	81322
049305	RACHEL SHOEMAKER	115310	81900		0	2023	1	INV P	18.00	101422	293357	METER DEP REF	81900
049306	JEFFERY HUNTER	115287	81879		0	2023	1	INV P	9.76	101422	293280	METER DEP REF	81879
049307	SHANNON YAWN	115991	82541		0	2023	1	INV P	18.00	101422	293375	METER DEP REFUND	82
049308	KERI HART	116691	83195		0	2023	1	INV P	75.00	101422	293287	METER DEP REF	83195
049309	PEGGY WOOTEN	117320	83812		0	2023	1	INV P	18.00	101422	293337	METER DEP REF	83812

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
049310	ALESHIA DEAR	117811	84292	0	2023	1	INV	P	18.00	101422	293195 METER DEP REF 84292
049311	JOHN AL SCHRAMM	117828	84306	0	2023	1	INV	P	18.00	101422	293281 METER DEP REF 84306
049312	CHRISTOPHER KEATING	118058	84534	0	2023	1	INV	P	75.00	101422	293226 MTR DEP REF 84534
049313	SAMUEL EWING	118170	84644	0	2023	1	INV	P	18.00	101422	293373 METER DEP REF 84644
049314	LEAVERN GUY	118219	84292	0	2023	1	INV	P	18.00	101422	293296 METER DEP REF 84292
049315	GRACE LINDSEY	118300	84773	0	2023	1	INV	P	18.00	101422	293260 METER DEP REF 84773
049316	JAMES FLOYD	118315	84788	0	2023	1	INV	P	18.00	101422	293278 METER DEP REF 84788
049317	R & M INVESTMENTS	118461	84931	0	2023	1	INV	P	18.00	101422	293356 METER DEP REF 84931
049319	PHILLIP GATTUSO	118803	85260	0	2023	1	INV	P	18.00	101422	293340 METER DEP REF 85260
049320	MICHAEL FULLER	118864	85320	0	2023	1	INV	P	9.76	101422	293315 METER DEP REF 85230
049321	ANDRES SAUCEDO	118956	85406	0	2023	1	INV	P	18.00	101422	293200 METER DEP REF 85406
049322	MARIAH FULGHAM	119247	85687	0	2023	1	INV	P	18.00	101422	293308 METER DEP REF 85687
049323	MACI PATTON	119407	85842	0	2023	1	INV	P	75.00	101422	293305 METER DEP REF 85842
049324	FLANAGAN CONSTRUCTIO	99808	86112	0	2023	1	INV	P	16.00	101422	293250 METER DEP REF 86112
049325	PRW CAPITAL LLC	120087	86500	0	2023	1	INV	P	18.00	101422	293354 METER DEP REF 86500
049326	RYLEE DEVELOPMENT LL	120168	86581	0	2023	1	INV	P	35.00	101422	293371 METER DEP REF 86581
049327	JAMES SIMS	120214	86626	0	2023	1	INV	P	18.00	101422	293279 METER DEP REF 86626
049328	ROBERT STOKES	120471	86879	0	2023	1	INV	P	75.00	101422	293367 METER DEP REF 86879
ACCOUNT TOTAL									1,357.12		
ORG 011000 TOTAL									1,357.12		
FUND 011 WATER & SEWER FUND									TOTAL:	1,357.12	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
072201		MUN.ROAD&BRIDGE-STREET DIV								
072201 601500		ENGINEERING								
003764	NEEL-SCHAFFER INC	1080347-1081156	0	2023	1	INV P	7,040.00	101422	293325	MB 2021-61 GORDON C
003764	NEEL-SCHAFFER INC	1080357-1081170	0	2023	1	INV P	19,995.65	101422	293325	MB 2021-359 MIDTOWN
003764	NEEL-SCHAFFER INC	1080360-1081173	0	2023	1	INV P	4,219.30	101422	293325	MB 2011-4/307 FRONT
003764	NEEL-SCHAFFER INC	1080361	0	2023	1	INV P	36,300.00	101422	293325	MB 2021-399 LINCOLN
003764	NEEL-SCHAFFER INC	1081172	0	2023	1	INV P	7,937.44	101422	293325	MB 2011-4/307 GORDO
003764	NEEL-SCHAFFER INC	1081175	0	2023	1	INV P	2,283.58	101422	293325	MB 2021-454 EDWARDS
							77,775.97			
ACCOUNT TOTAL							77,775.97			
072201 602500		LEGAL								
003228	JACKSON, TULLOS & RO	7550	0	2023	1	INV P	595.50	101422	293277	MB 2021-400 GORDON
ACCOUNT TOTAL							595.50			
072201 723025		CTRY.CLUB RD. INTERSECTN.								
048667	R & J CONSTRUCTION	COUNTRY CLUB RD #8	0	2023	1	INV P	82,181.61	101422	293355	MB 2021-172 COUNTRY
ACCOUNT TOTAL							82,181.61			
ORG 072201 TOTAL							160,553.08			
FUND 072 MUNICIPAL ROAD & BRIDGE				TOTAL:		160,553.08				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION			
MASS TRANSIT-TRANSPORTATION												
073570	525000				GAS AND OIL							
001002	CITY OF HATTIESBURG	9/30/22	MASS TRANSIT	0	2023	1 INV P	1,175.54	101422	293233	FUEL	USAGE	9/1-9/30
ACCOUNT TOTAL							1,175.54					
DIESEL FUEL												
073570	525700				2023 1 INV P		16,995.53	101422	293233	FUEL	USAGE	9/1-9/30
001002	CITY OF HATTIESBURG	9/30/22	MASS TRANSIT	0								
ACCOUNT TOTAL							16,995.53					
OTHER REPAIR/MAINT. SPL.												
073570	599000				2023 1 INV P		723.80	101422	293403	TIRES	FOR VAN	#2098
004514	UNIVERSITY TIRE & SE	INV195790		228439								
ACCOUNT TOTAL							723.80					
TELEPHONE AND TELEGRAPH												
073570	606000				2023 1 INV P		178.83	101422	293210	MB2016-287	WIRELESS	
002160	AT&T MOBILITY	287273578351X100822	0									
ACCOUNT TOTAL							178.83					
ADVERTISING												
073570	615000				2023 1 INV P		68.12	101422	293273	CITY WIDE	ADS & NOT	
003141	HUB CITY SPOKES	100718	0									
ACCOUNT TOTAL							68.12					
JARC-OPERATIONS												
073570	686800				2023 1 INV P		5,363.00	101422	293261	MINUTE	BOOK2#2020-2	
002956	GROVE TRANSIT	JARC INV8/14-8/27/22	0									
002956	GROVE TRANSIT	JARC INV8/28-9/10/22	0				4,901.50	101422	293261	Minute	Book #2020-2	
002956	GROVE TRANSIT	JARC INV9/11-9/24-22	0				5,111.50	101422	293261	Minute	Book #2020-2	
							15,376.00					
ACCOUNT TOTAL							15,376.00					
CUSTODIAL SERVICE												
073570	687000				2023 1 INV P		300.00	101422	293191	JANITORIAL	CLEANING	
002037	AB SUPPORT SERVICES	4B1008		2300002								
ACCOUNT TOTAL							300.00					
BUS SHELTER INFRAS-533												
073570	729553				2023 1 INV P		42,773.75	101422	293325	MB	2021-45	FTA SIDE
003764	NEEL-SCHAFFER INC	1080354-1081168	0									
ACCOUNT TOTAL							42,773.75					
ORG 073570 TOTAL							77,591.57					
FUND 073 MASS TRANSIT FUND							TOTAL:	77,591.57				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
075695			W&S CONSTR.-CAPITAL PROJECTS						
075695 601501			ENGINEERING-I&I STUDY						
004197 SHOWS DEARMAN & WAIT 22915			0	2023	1 INV P	35,312.50	101422	293377 MB	2012-1/34 I & I
ACCOUNT TOTAL						35,312.50			
ORG 075695 TOTAL						35,312.50			
FUND 075 WATER&SEWER CONSTRUCTION FUND						TOTAL:	35,312.50		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
077000				COMMUNITY CTR	BALANCE SHEET					
077000 122000				DAMAGE DEPOSITS						
049333	ASH, MARY	78292 M ASH	0	2023	1	INV P	250.00	101422	293201	REFUND DEP-EVENT CA
ACCOUNT TOTAL							250.00			
ORG 077000 TOTAL							250.00			
077001				COMMUNITY CTR	REVENUES					
077001 314600				CULTURAL CTR	USE	FEE				
049333	ASH, MARY	81066 M ASH	0	2023	1	INV P	280.00	101422	293202	REFUND RENTAL FEE-E
049334	ASH, TYLER	80595 T ASH	0	2023	1	INV P	200.00	101422	293203	REFUND RENTAL FEE-E
ACCOUNT TOTAL							480.00			
ORG 077001 TOTAL							480.00			
077650				COMMUNITY CTR-ADMIN/GENERAL						
077650 525000				GAS AND OIL						
001002	CITY OF HATTIESBURG	09/30/22 COM CTR	0	2023	1	INV P	186.90	101422	293235	FUEL USAGE 9/1-9/30
ACCOUNT TOTAL							186.90			
077650 606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X100822	0	2023	1	INV P	61.61	101422	293210	MB2016-287/WIRELESS
ACCOUNT TOTAL							61.61			
077650 630000				GAS						
004321	SPIRE	G2022-04-OCT	0	2023	1	INV P	127.27	101422	293390	SPIRE-VARIOUS DEPTS
ACCOUNT TOTAL							127.27			
077650 630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022 OCT3.22	0	2023	1	INV P	4,920.49	101422	293323	MS POWER VARIOUS DE
ACCOUNT TOTAL							4,920.49			
077650 639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2015017	0	2023	1	INV P	115.00	101422	293266	HAVARD PEST CONTROL
ACCOUNT TOTAL							115.00			
ORG 077650 TOTAL							5,411.27			
FUND 077 COMMUNITY CENTERS' FUND							TOTAL:	6,141.27		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
082285 CDBG-ENTITLEMENTS											
082285	501000				OTHER	EXPENDABLE	OFF.SPL				
004328	STAPLES	3519746202		229635	2023	1	INV P	212.04	101422	293392	OFFICE SUPPLIES FOR
ACCOUNT TOTAL								212.04			
082285	525000				GAS	AND OIL					
001002	CITY OF HATTIESBURG	9/30/22	CDBG	0	2023	1	INV P	167.33	101422	293236	FUEL USAGE 9/1-9/30
ACCOUNT TOTAL								167.33			
082285	570000				MTR	VEHICLE REP.	PTS/SPL				
004514	UNIVERSITY TIRE & SE	INV203365		0	2023	1	INV P	118.66	101422	293403	TIRE REPLACEMENT FO
ACCOUNT TOTAL								118.66			
ORG 082285 TOTAL								498.03			
								498.03			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT TOTAL:											

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1																	
ACCOUNT/VENDOR					INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION					
086300					SPEC SALES			TAX/RECREATION			MAIN						
086300					7295PR			CAPITAL			PROJECTS						
003385		LANDRY	LEWIS	GERMANY	CN	21-3882-003	0	2023	1	INV	P	750.00	101422	293294	THE JOOK MUSIC PARK		
003385		LANDRY	LEWIS	GERMANY	CN	22-3922-003	0	2023	1	INV	P	2,032.80	101422	293294	MB 2021-454 JAYCEE		
												2,782.80					
003764					NEEL-SCHAFER INC		1081167	0	2023	1	INV	P	864.22	101422	293325	MB 2011-4/307 EAST	
049044					GEDDIE TREE & LAND		INV0087	229148	2023	1	INV	P	29,700.00	101422	293256	2-QUOTE MIDTOWN PAR	
												ACCOUNT TOTAL		33,347.02			
												ORG 086300		TOTAL	33,347.02		
FUND 086					SPEC SALES TAX P&R/UNIV IMPROV			TOTAL:			33,347.02						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
088603				PUBLIC SAFETY/REC CONSTRUCTION										
088603				710022 POLICE DEPARTMENT										
002077	ALBERT & MCCLESKEY	A	69	0	2023	1	INV	P	23,308.57	101422	293194	MB	2018-295 PUBLIC	
002077	ALBERT & MCCLESKEY	A	70	0	2023	1	INV	P	315.00	101422	293194	MB	2018-295 PUBLIC	
002077	ALBERT & MCCLESKEY	A	71	0	2023	1	INV	P	195.00	101422	293194	MB	2018-295 PUBLIC	
002077	ALBERT & MCCLESKEY	A	72	0	2023	1	INV	P	675.00	101422	293194	MB	2018-295 PUBLIC	
002077	ALBERT & MCCLESKEY	A	73	0	2023	1	INV	P	71.98	101422	293194	MB	2018-295 PUBLIC	
002077	ALBERT & MCCLESKEY	A	74	0	2023	1	INV	P	7,118.86	101422	293194	MB	2018-295 PUBLIC	
									31,684.41					
002996 HANCO CORP				PSC #40	0	2023	1	INV	P	157,792.54	101422	293263	MB	2019-45 PUBLIC S
									ACCOUNT TOTAL	189,476.95				
088603				729501 HALL AVENUE OVERPASS										
003764	NEEL-SCHAFFER INC		1080352-1081163	0	2023	1	INV	P	47,463.81	101422	293325	MB	2019-115 HALL AV	
									ACCOUNT TOTAL	47,463.81				
									ORG 088603 TOTAL	236,940.76				
FUND 088				PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:	236,940.76					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1												
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
097201			INFRA IMPROVE-INTRNT SALES TAX									
097201 721006			N 28TH AVE BRIDGE									
047493 HOLLIDAY CONSTRUCTIO			N.28THBRIDGE #1		0	2023	1	INV P	110,473.12	101422	293271 MB	2021-455 NORTH 2
ACCOUNT TOTAL									110,473.12			
ORG 097201 TOTAL									110,473.12			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:									110,473.12			

** END OF REPORT - Generated by Sherry Jackson **

10/12/2022 15:31 | City of Hattiesburg, MS
6050sjackson | A/P CASH DISBURSEMENTS JOURNAL

| P 36
| apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		1,013,842.54
002 PARKS & RECREATION FUND		22,270.65
009 WATER & SEWER OPERATION/MAINT.		650,089.57
011 WATER & SEWER FUND		1,357.12
072 MUNICIPAL ROAD & BRIDGE		160,553.08
073 MASS TRANSIT FUND		77,591.57
075 WATER&SEWER CONSTRUCTION FUND		35,312.50
077 COMMUNITY CENTERS' FUND		6,141.27
082 COMMUNITY DEVELOP. BLOCK GRANT		498.03
086 SPEC SALES TAX-P&R/UNIV IMPROV		33,347.02
088 PUBLIC SAFETY/REC CONSTRUCTION		236,940.76
097 INFRA IMPROVE-INTRNT SALES TAX		110,473.12
801 CLAIMS FUND		
	2,348,417.23	
TOTAL	2,348,417.23	2,348,417.23

** END OF REPORT - Generated by Sherry Jackson **

JAYCEE PARK PARKING IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

ANN JONES

ENGINEERING DIRECTOR

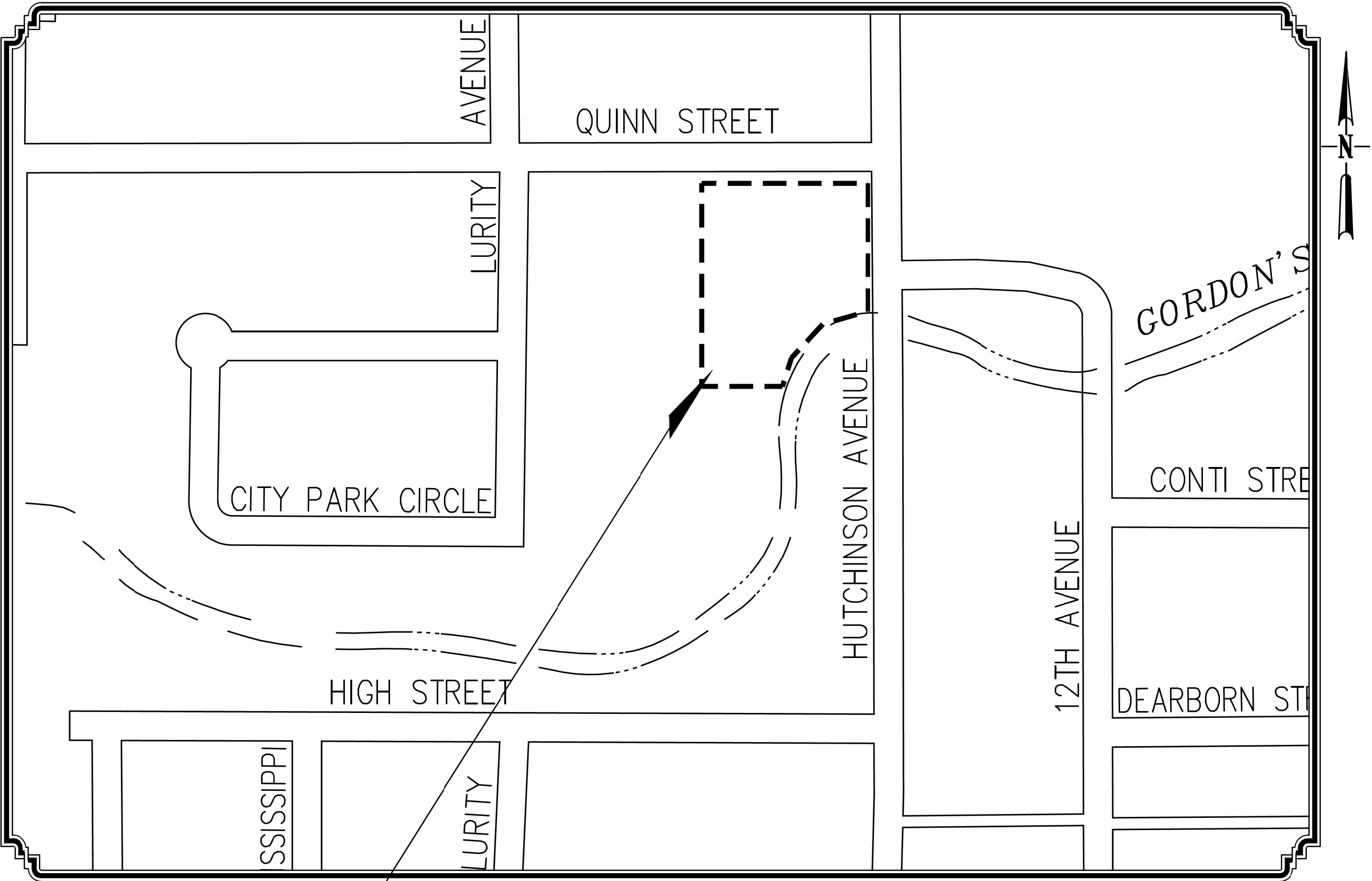
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

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

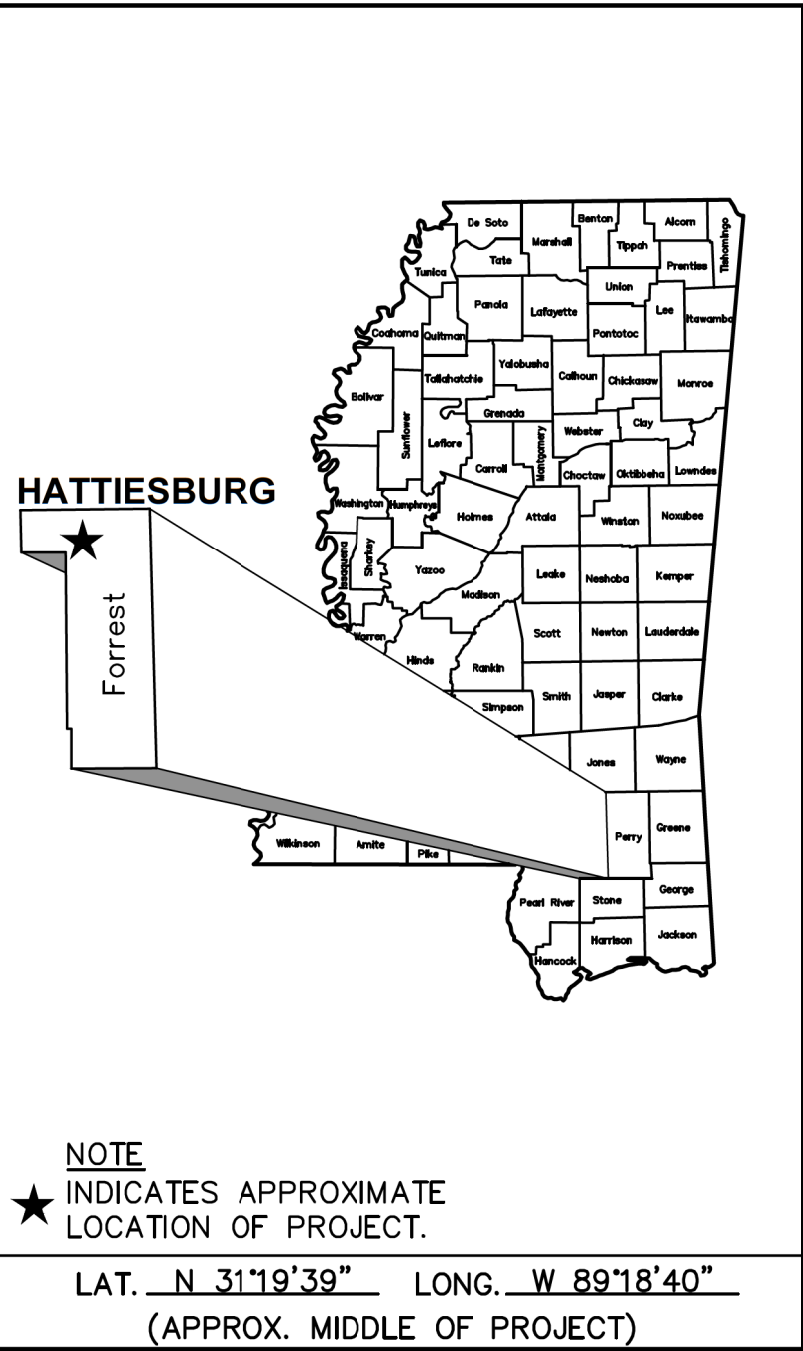
UTILITIES

- TELEPAK DBA C SPIRE (FIBER)
- UNITI (FIBER)
- MISSISSIPPI POWER COMPANY (POWER)
- SPIRE MS INC (GAS)
- COMCAST CABLE (TV, TELEPHONE & FIBER)
- AT & T (TELEPHONE)
- CITY OF HATTIESBURG (WATER & SEWER)



PROJECT AREA

VICINITY MAP
PROJECT LOCATION



NOTE
★ INDICATES APPROXIMATE
LOCATION OF PROJECT.
LAT. N 31°19'39" LONG. W 89°18'40"
(APPROX. MIDDLE OF PROJECT)

PREPARED BY :
NEEL-SCHAFER
Solutions you can build upon



GEOFFREY P. CROSBY
MISSISSIPPI LICENSE NO. 19984

<u>DESCRIPTION OF SHEET</u>		<u>WKG. NO.</u>	<u>SHT. NO.</u>	<u>DESCRIPTION OF SHEET</u>		<u>WKG. NO.</u>	<u>SHT. NO.</u>
<u>TITLE SHEET (1)</u>			1	<u>LIGHTING (8)</u>			
<u>DETAILED INDEX & GENERAL NOTES (2)</u>				ELECTRICAL DRAWINGS KEY MAP		KEY-1	E1
DETAILED INDEX		GN-1	2	LIGHTING PLAN A		LP-1	E2
GENERAL NOTES		GN-2	3	LIGHTING PLAN B		LP-2	E3
				LIGHTING PLAN C		LP-3	E4
				ELECTRICAL DETAILS I		ED-1	E5
				ELECTRICAL DETAILS II		ED-2	E6
				GROUND GRID AND DETAILS		GGD-1	E7
				ESTIMATED QUANTITIES - LIGHTING		EQL-1	E8
<u>TYPICAL SECTION SHEETS (1)</u>							
TYPICAL SECTIONS		TS-1	4				
				<u>MDOT STANDARD DETAILS (7)</u>			
<u>PLAN / PROFILE (13)</u>				TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS		ECD-1	6101
DRAWING KEY		KEY-1	5	DETAILS OF SILT FENCE INSTALLATION		ECD-3	6103
EXISTING CONDITIONS AND DEMOLITION		DEMO-1	6	INLET PROTECTION DETAILS OF SANDBAGS		ECD-15	6115
DIMENSION SITE PLAN		DIM-1	7	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS		TCP-8	6358
DIMENSION SITE PLAN		DIM-2	8	JUNCTION BOX FOR PIPE CULVERTS		JB-1	6504
DIMENSION SITE PLAN		DIM-3	9	STORM SEWER INLET TYPE SS-2		SS-2	6524
GRADING PLAN		WK-1	10	DROP INLET AND GRATE DETAILS FOR PIPE AND BOX CULVERTS		B-9	6527
GRADING PLAN		WK-2	11				
GRADING PLAN		WK-3	12				
DRAINAGE PLAN		WK-4	13				
EROSION CONTROL PLAN		EC-1	14				
PAVEMENT MARKING		PM-1	15				
PAVEMENT MARKING		PM-2	16				
PAVEMENT MARKING		PM-3	17				
				<u>TOTAL NUMBER OF SHEETS (36)</u>			
<u>TRAFFIC CONTROL SHEETS (2)</u>							
PEDESTRIAN AND TRAFFIC CONTROL PLAN		TCP-1	18				
TRAFFIC CONTROL DETAILS - ONE LANE CLOSURE (2 LANE ROAD)		TCP-2	19				
<u>DETAILS (2)</u>							
CONSTRUCTION DETAILS		DET-1	20				
CONSTRUCTION DETAILS		DET-2	21				

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		JAYCEE PARK PARKING IMPROVEMENTS CITY OF HATTIESBUG HATTIESBURG, MISSISSIPPI FORREST COUNTY			DETAILED INDEX	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17080.000						
					FILENAME: 17080_NOTES.dwg						
					SCALE: NOT TO SCALE						
					SURVEYED BY: CLEARPOINT						
					DSGN: GPC DATE: 6/2022						
					DRWN: GPC DATE: 6/2022						
					CHKD: DATE:						
					QA/QC: DATE:						
										WORKING NUMBER:	
							GN-1		2		

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. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE USM PROJECT COORDINATOR AT LEAST TWO WEEKS IN ADVANCE OF WORK WITHIN EACH AREA SO THAT USM UTILITIES CAN BE FIELD LOCATED. USM UTILITIES SHALL BE FIELD LOCATED BASED ON THEIR KNOWLEDGE. ALL DAMAGES TO EXISTING UTILITIES (INCLUDING IRRIGATION) WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. IRRIGATION CONFLICT AREAS WILL BE IDENTIFIED BY USM UPON REQUEST (AS MENTIONED ABOVE).

2. 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.

3. 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.

4. 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.

5. ALL SIGNS AND TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. 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 EXEROISED. 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.

7. 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.

8. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

9. 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.

10. 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.

11. THE CONTRACTOR SHALL BE REQUIRED TO STOP WORK DURING GAME TIMES AT HATTIESBURG HIGH SCHOOL. THE CONTRACTOR SHALL RECEIVE 2 WEEKS NOTICE OF SUCH EVENTS.

12. 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).

13. 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).

14. 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.

15. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

16. 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.

17. 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.

18. 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.

19. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.

20. 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.

21. THE CONTRACTOR SHALL VERIFY MATERIAL OF ALL EXISTING UTILITIES DESIGNATED FOR REMOVAL, REPLACEMENT, OR CONNECTION TO.

22. 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.

23. ALL DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

24. 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.

25. 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.

26. TREES, STUMPS AND OTHER CLEARED AND CRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.

27. BURNING WILL NOT BE ALLOWED ON SITE.

28. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

29. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

30. 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.

31. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.

32. CONTRACTOR MAY CONSTRUCT SECTIONS OF THE SIDEWALK SIMULTANEOUSLY BUT WILL NEED TO COORDINATE DEMOLITION ACTIVITIES WITH CONSTRUCTION.

33. 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

34. 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.

35. 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.

36. 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.

37. THE MINIMUM DESIGN CRITERIA CAN BE FOUND IN THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION (AS AMENDED), AND THE PROWAG (DRAFT 2011).

38. 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.

39. 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).

40. FENCING FOR TREE PROTECTION SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

41. 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-A TOPSOIL FOR SLOPE TREATMENT, FROM RIGHT OF WAY.

42. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL STAKE THE PROPOSED ALIGNMENT OF THE SIDEWALK FOR THE ENGINEER AND OWNER TO REVIEW.

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	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17080.000
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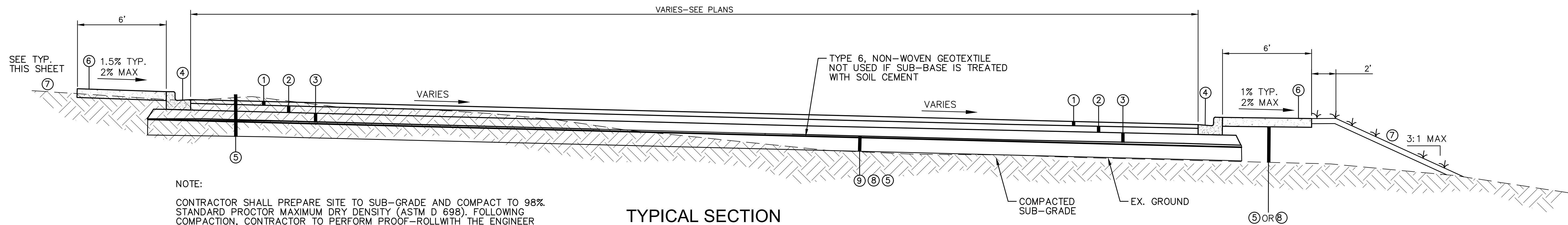
JAYCEE PARK
PARKING IMPROVEMENTS

CITY OF HATTIESBUG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

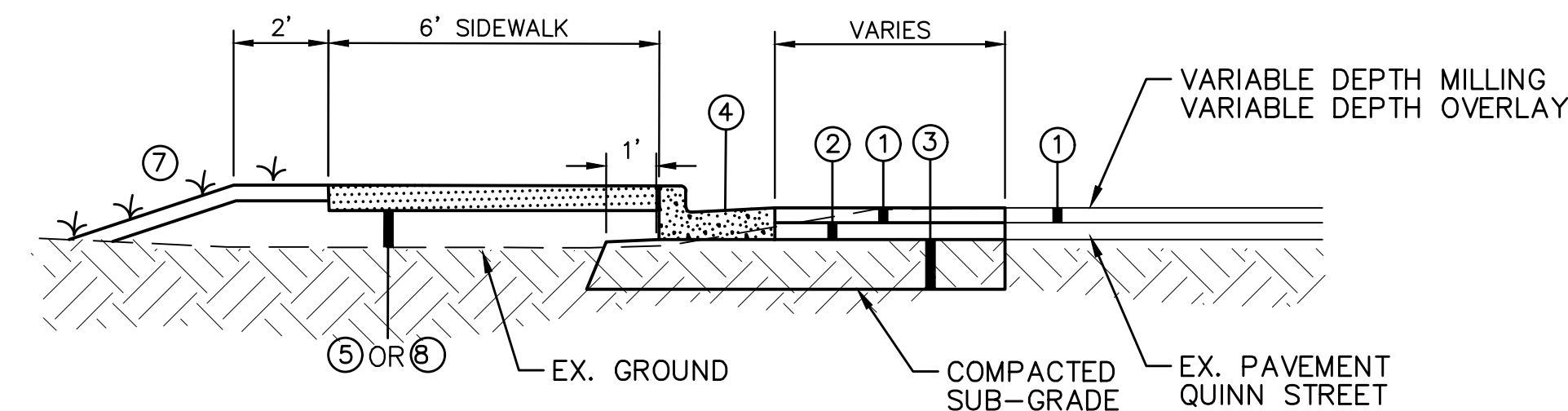
NEEL-SCHAFFER

Solutions you can build upon

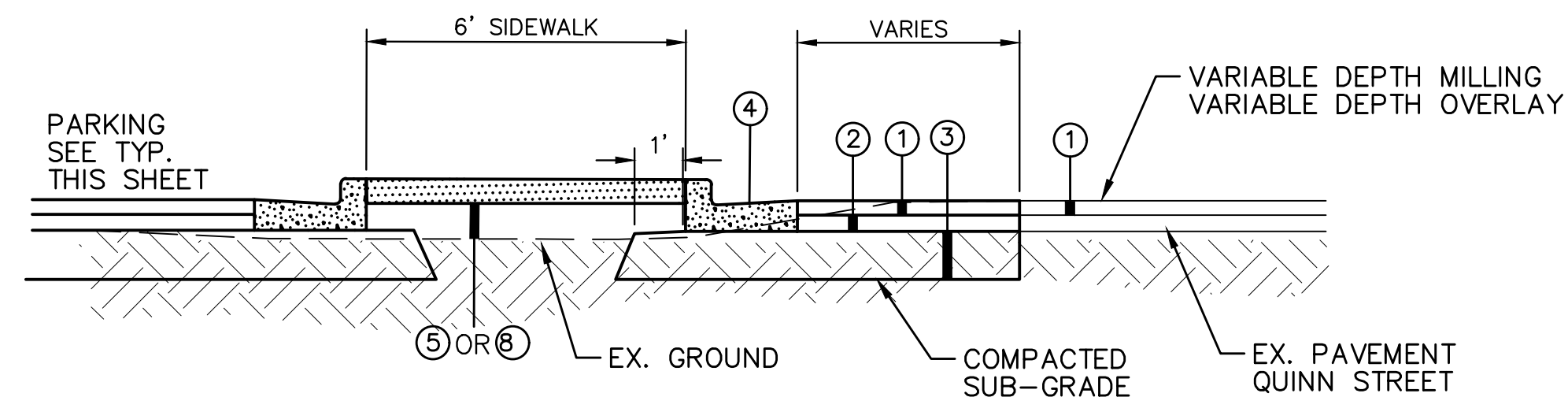
GENERAL NOTES				
WORKING NUMBER:		DRAWING NUMBER:		
GN-2		3		



TYPICAL SECTION
PARKING LOT
NOT TO SCALE



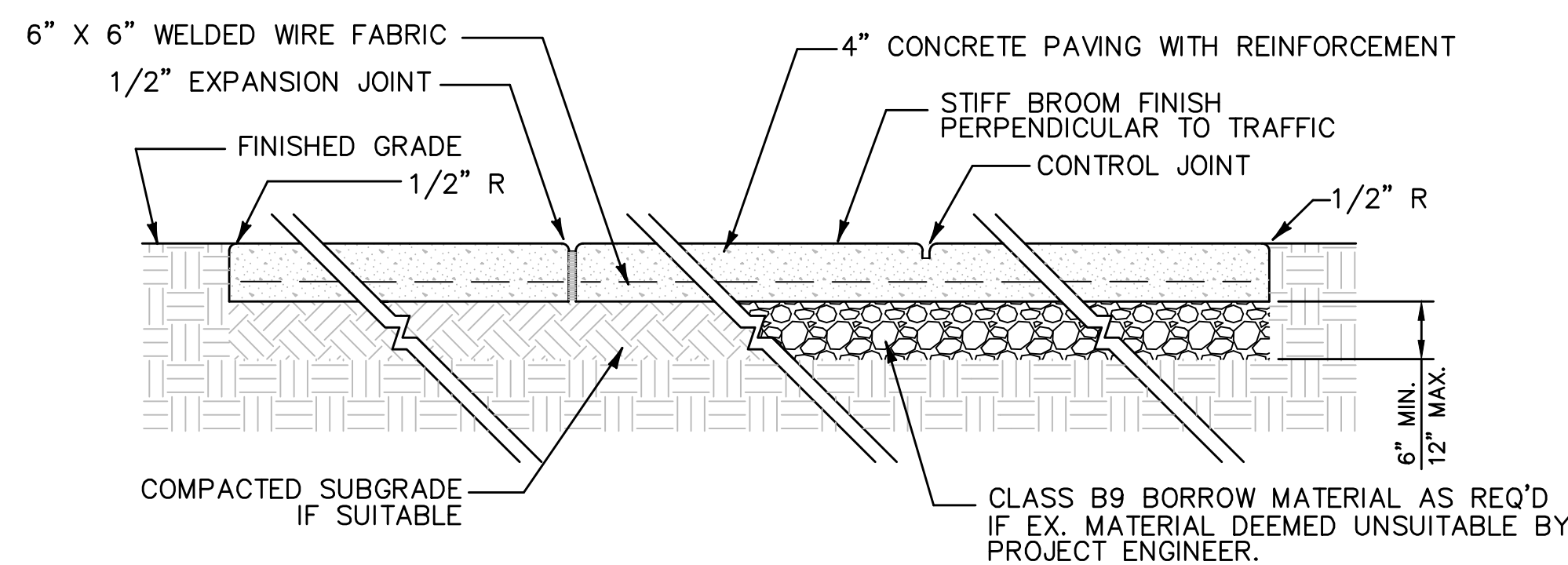
TYPICAL SECTION
ON-STREET PARKING WEST ALONG QUINN STREET
NOT TO SCALE



TYPICAL SECTION
ON-STREET PARKING EAST ALONG QUINN STREET
NOT TO SCALE

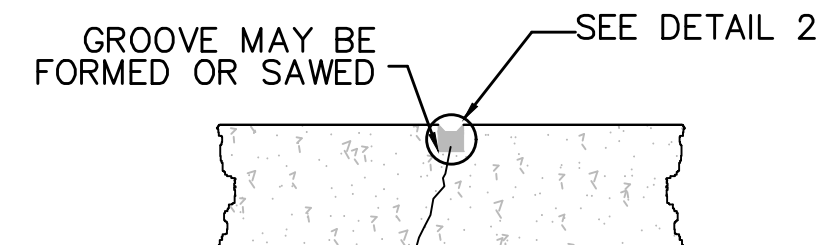
- LEGEND**
- ① 1½" ASPHALT PAVEMENT, ST 9.5mm MIXTURE REQ'D.
 - ② 3" ASPHALT PAVEMENT, ST 19 mm MIXTURE REQ'D.
 - ③ 8" SIZE 610 CRUSHED STONE BASE
 - ④ COMBINATION CURB AND GUTTER TYPE 1 MODIFIED
 - ⑤ VAR. DEPTH UNCLASSIFIED MATERIAL (CUT OR FILL AS SHOWN)
 - ⑥ CONCRETE SIDEWALK
 - ⑦ 4" TOPSOIL BLANKET – SOLID SODDING, CENTIPEDE
 - ⑧ VARIABLE DEPTH BORROW MATERIAL CLASS B7-6 / CLASS B9 FOR SIDEWALK BEDDING AS REQ'D-SEE DETAIL THIS SHEET
 - ⑨ PORTLAND CEMENT SOIL TREATMENT, 5%, 10" DEPTH – PENDING PROOF ROLL

SIDEWALK WIDTH	JOINT SPACING	
	CONTROL JOINT	EXPANSION JOINT
6	6	36

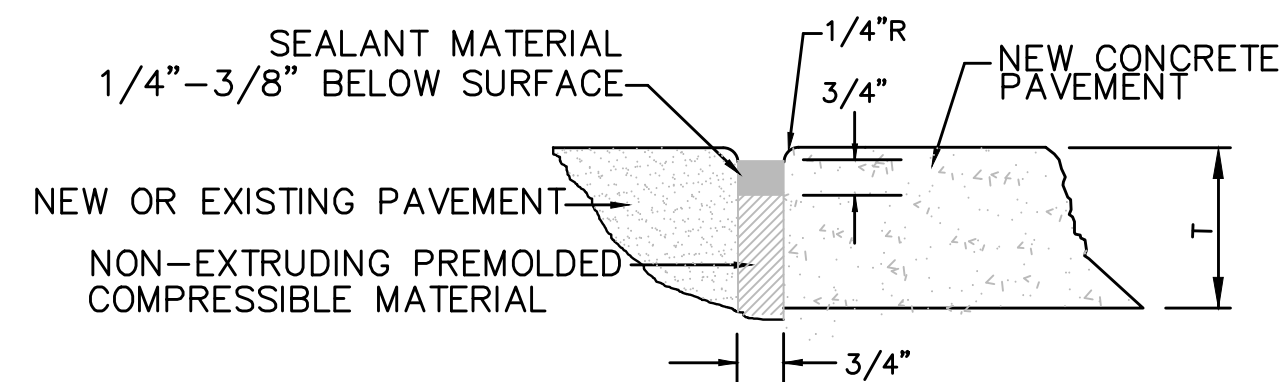


- NOTES:**
- 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED W/ 1/2" TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN TABLE ABOVE.
 - HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS SPACED AS SHOWN ABOVE.
 - ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED

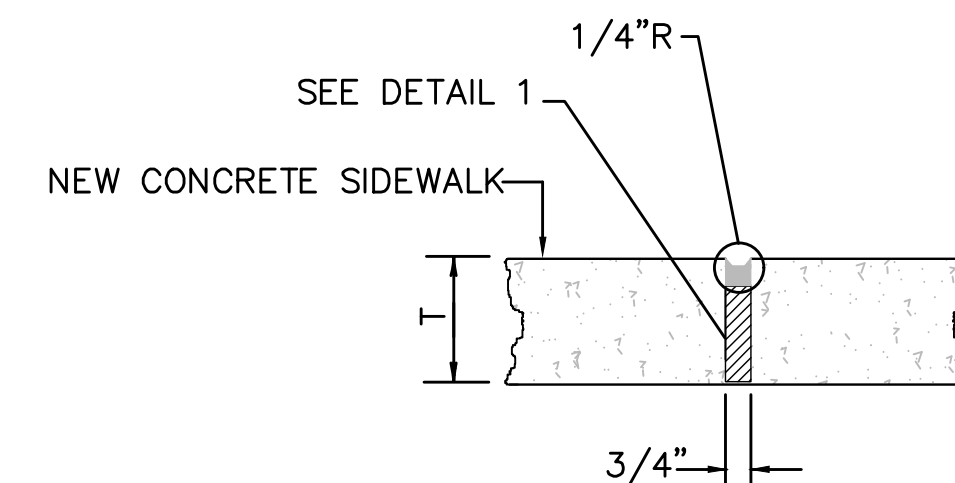
TYPICAL SIDEWALK DETAIL
NOT TO SCALE



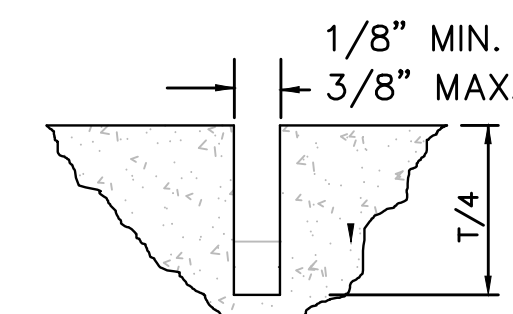
TYPE "A" - CONTROL JOINT
NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE

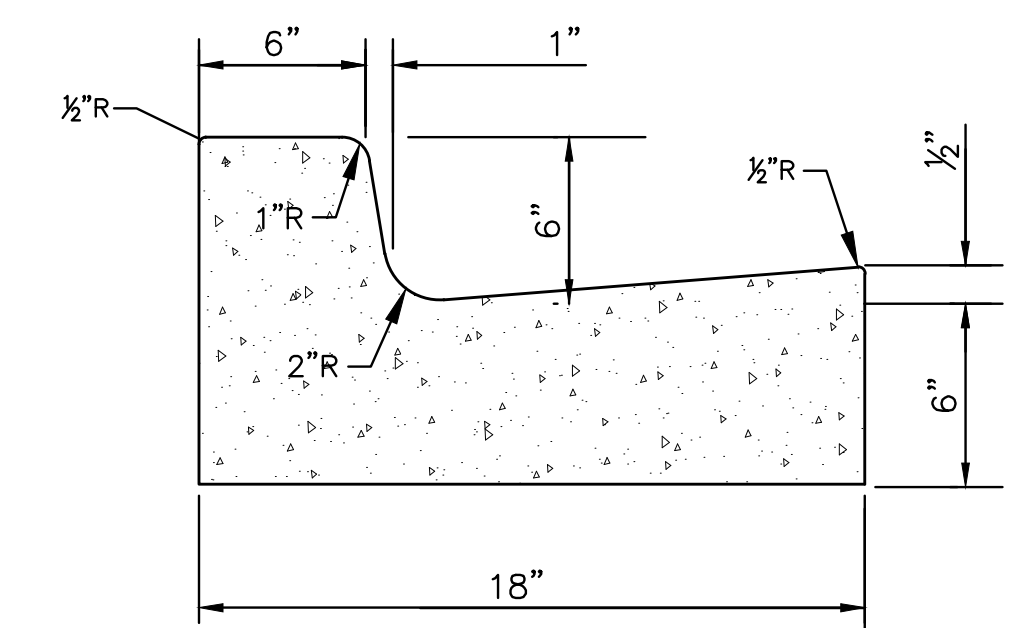


TYPE "B" - EXPANSION JOINT
NOT TO SCALE



DETAIL 2 - CONTROL JOINT
NOT TO SCALE

CURB TYPE	JOINT SPACING	
	CONTROL JOINT	EXPANSION JOINT
TYPE "1" MODIFIED	10	40



TYPE "1" MODIFIED COMBINATION CURB & GUTTER
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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				QA/QC: DATE:	

**JAYCEE PARK
PARKING IMPROVEMENTS**

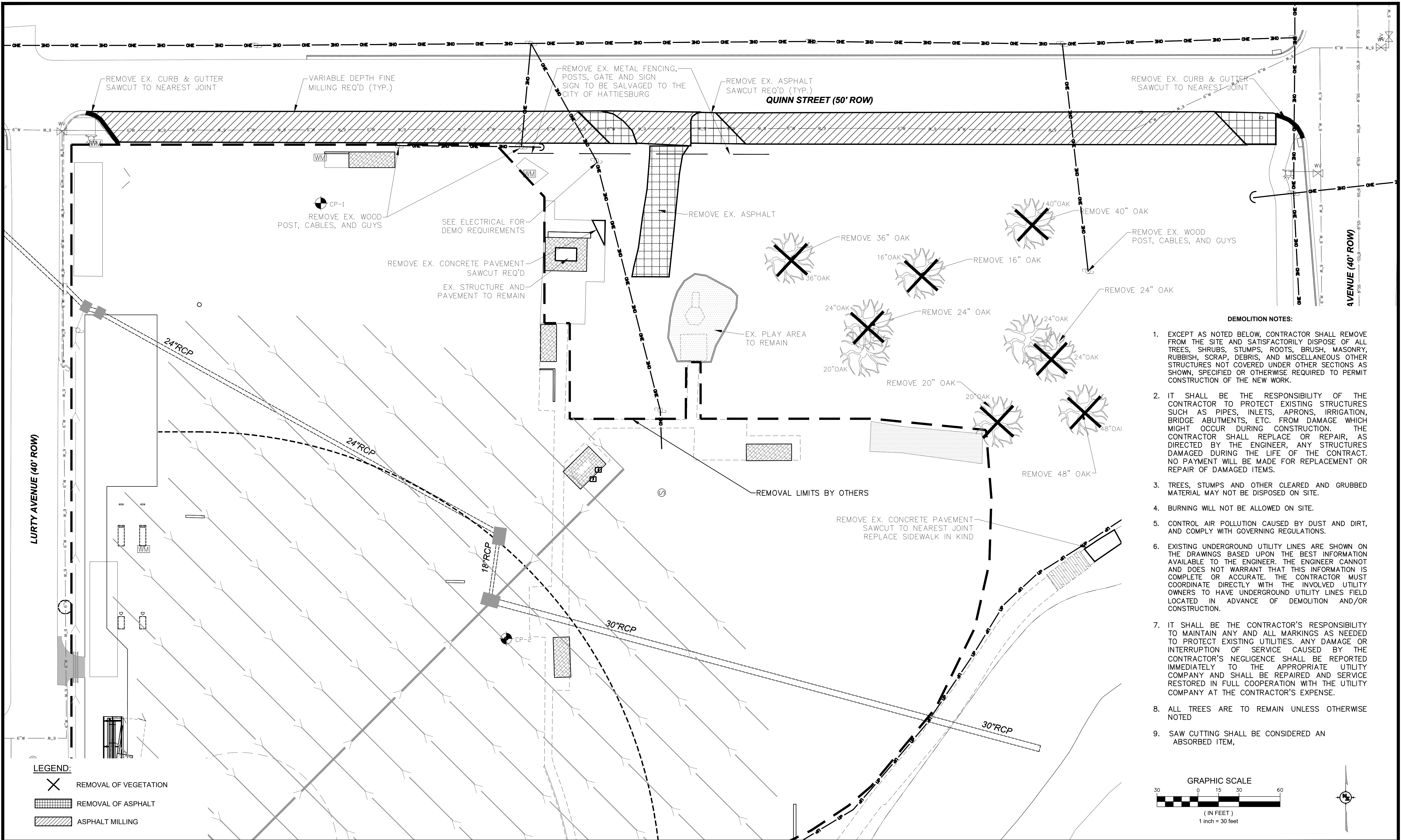
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



TYPICAL SECTIONS

WORKING NUMBER:
TS-1

DRAWING NUMBER:
4



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION
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JAYCEE PARK

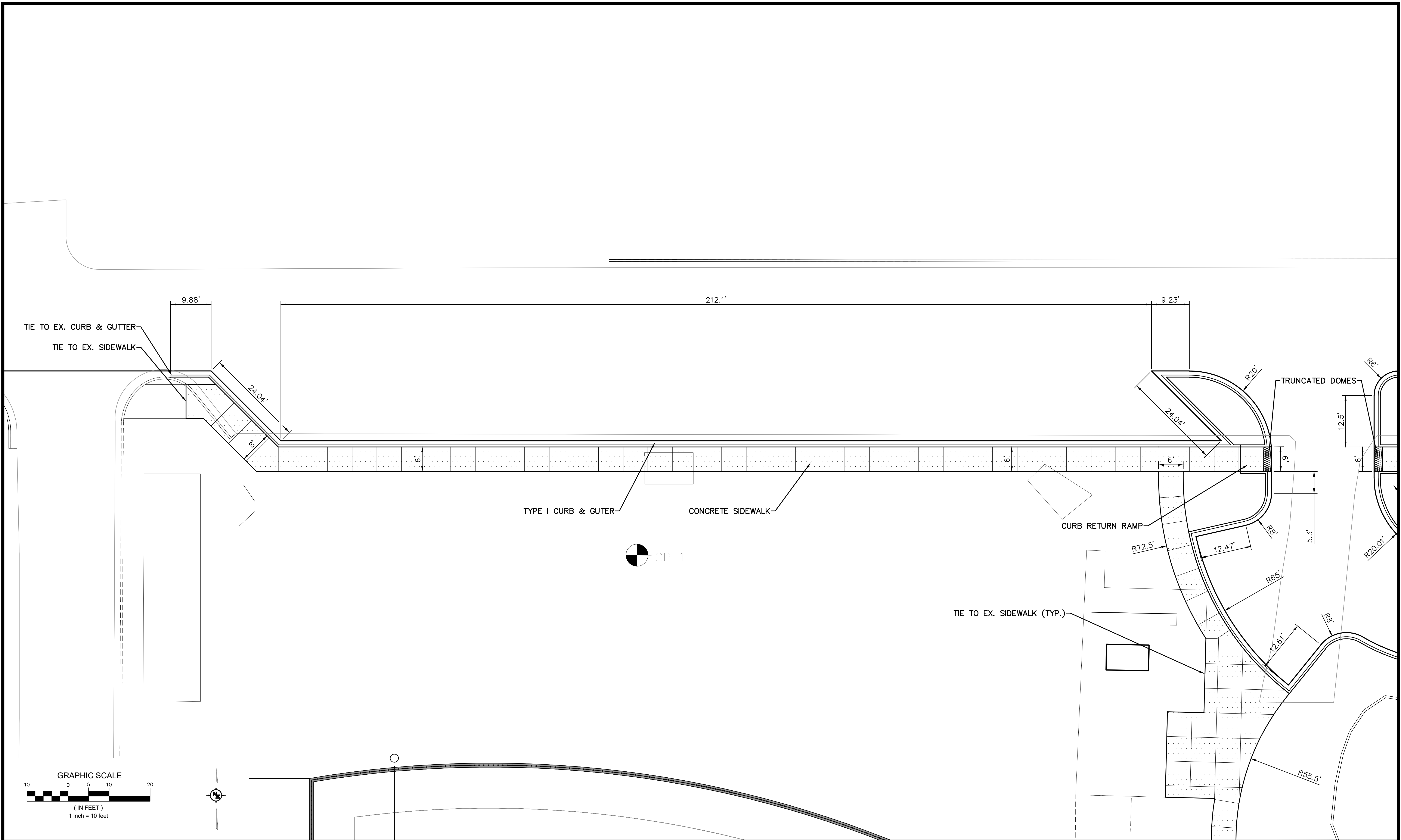
PARKING IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

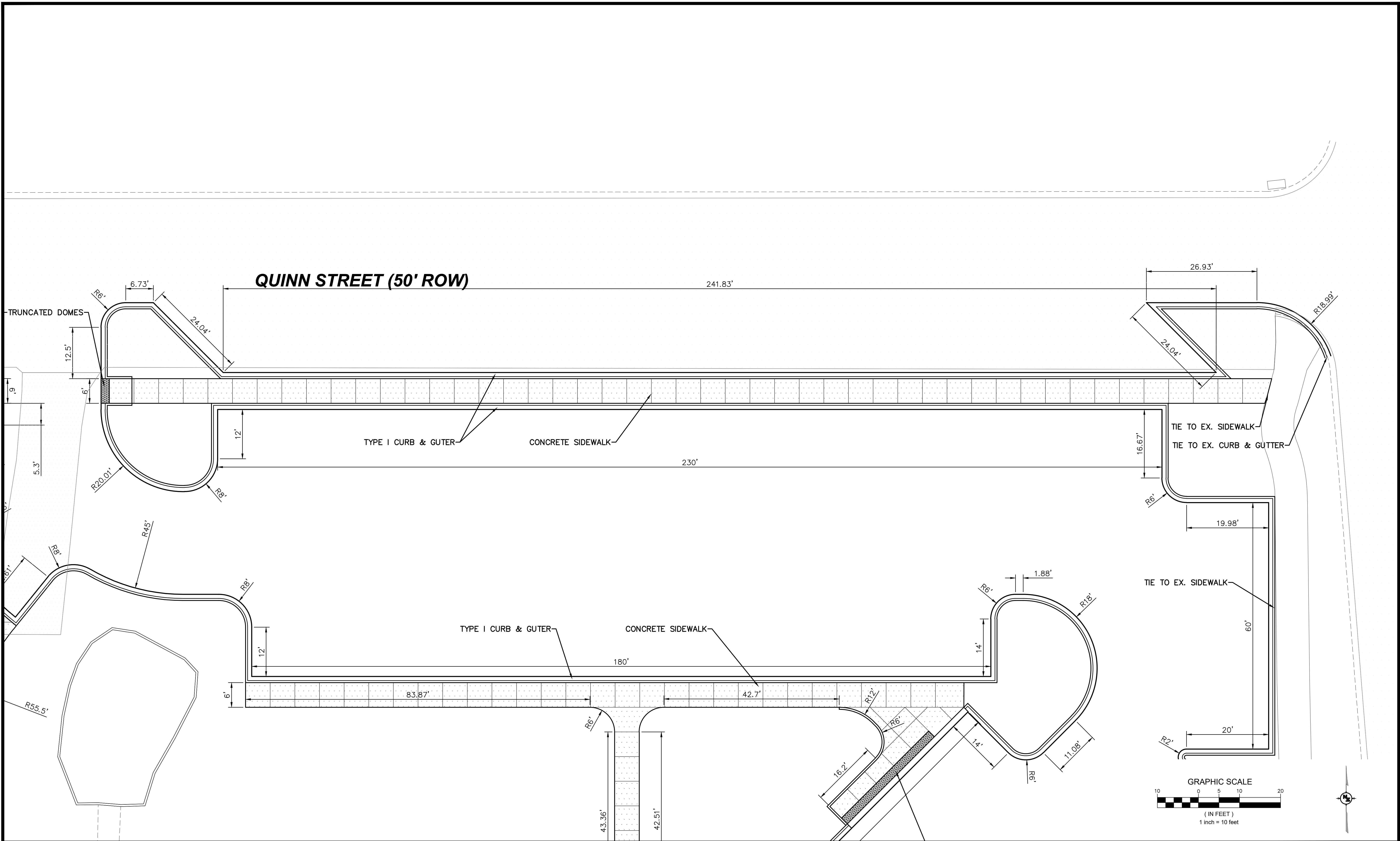


NEEL-SCHAFFER
Solutions you can build upon

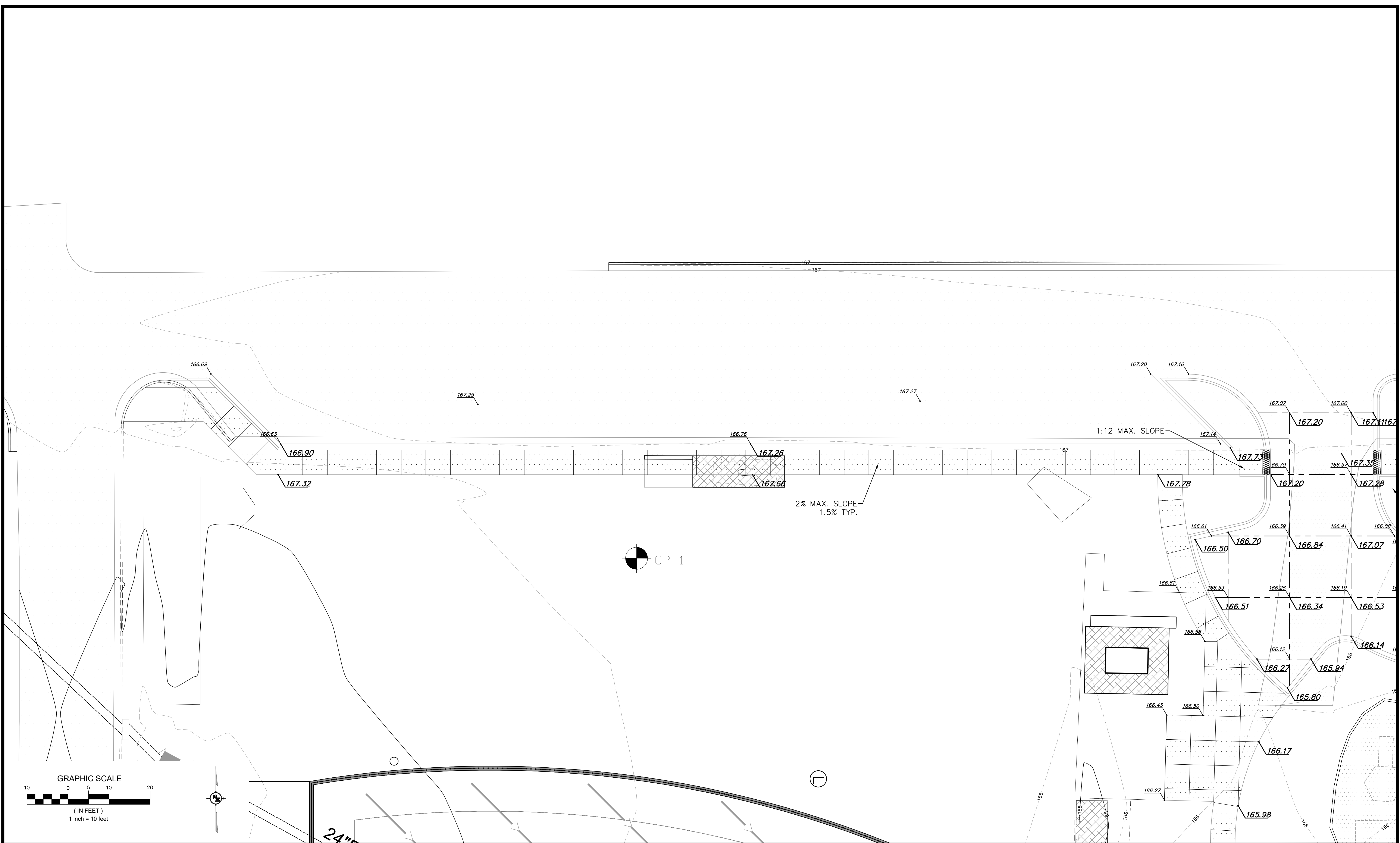
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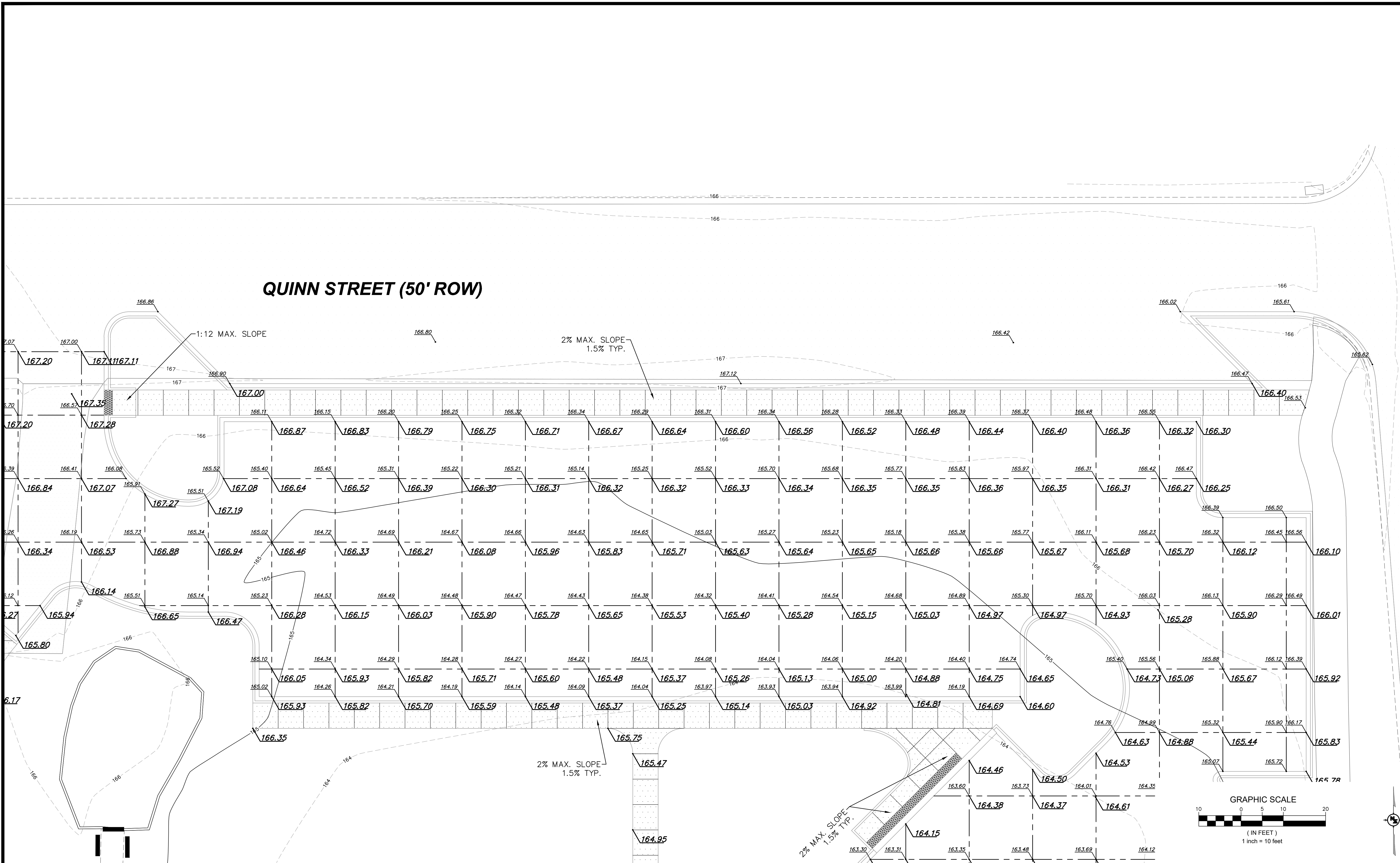
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					QA/QC: DATE:				



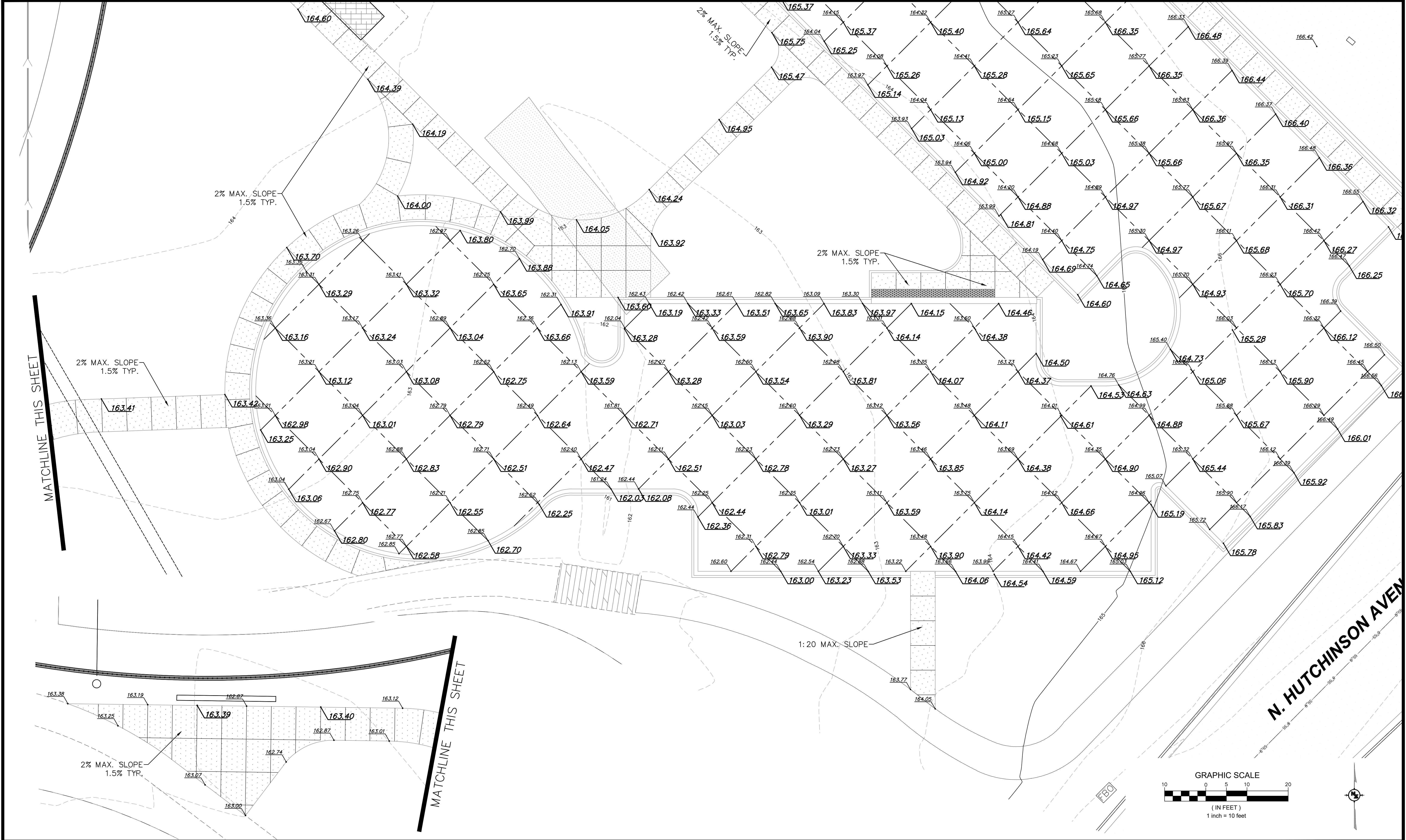
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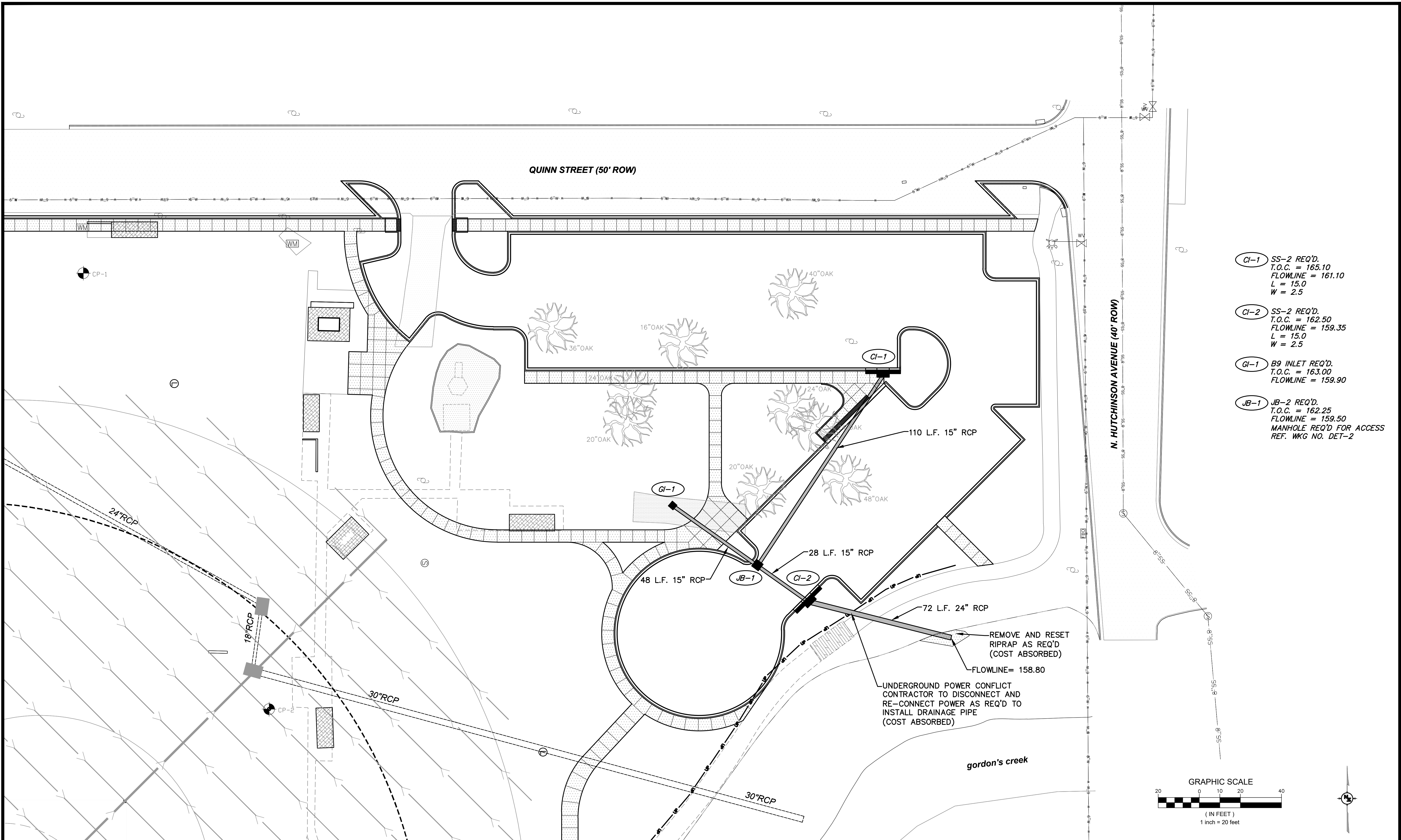
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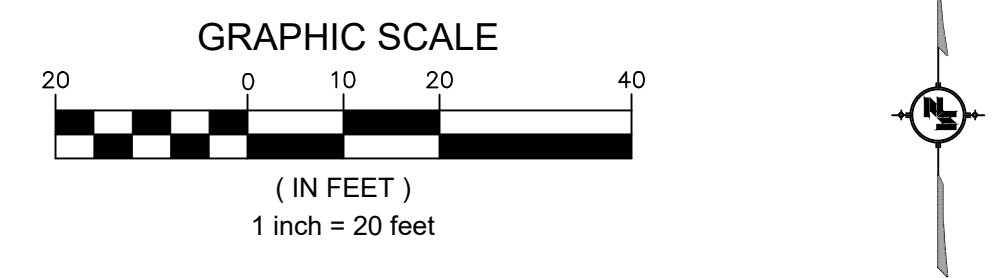
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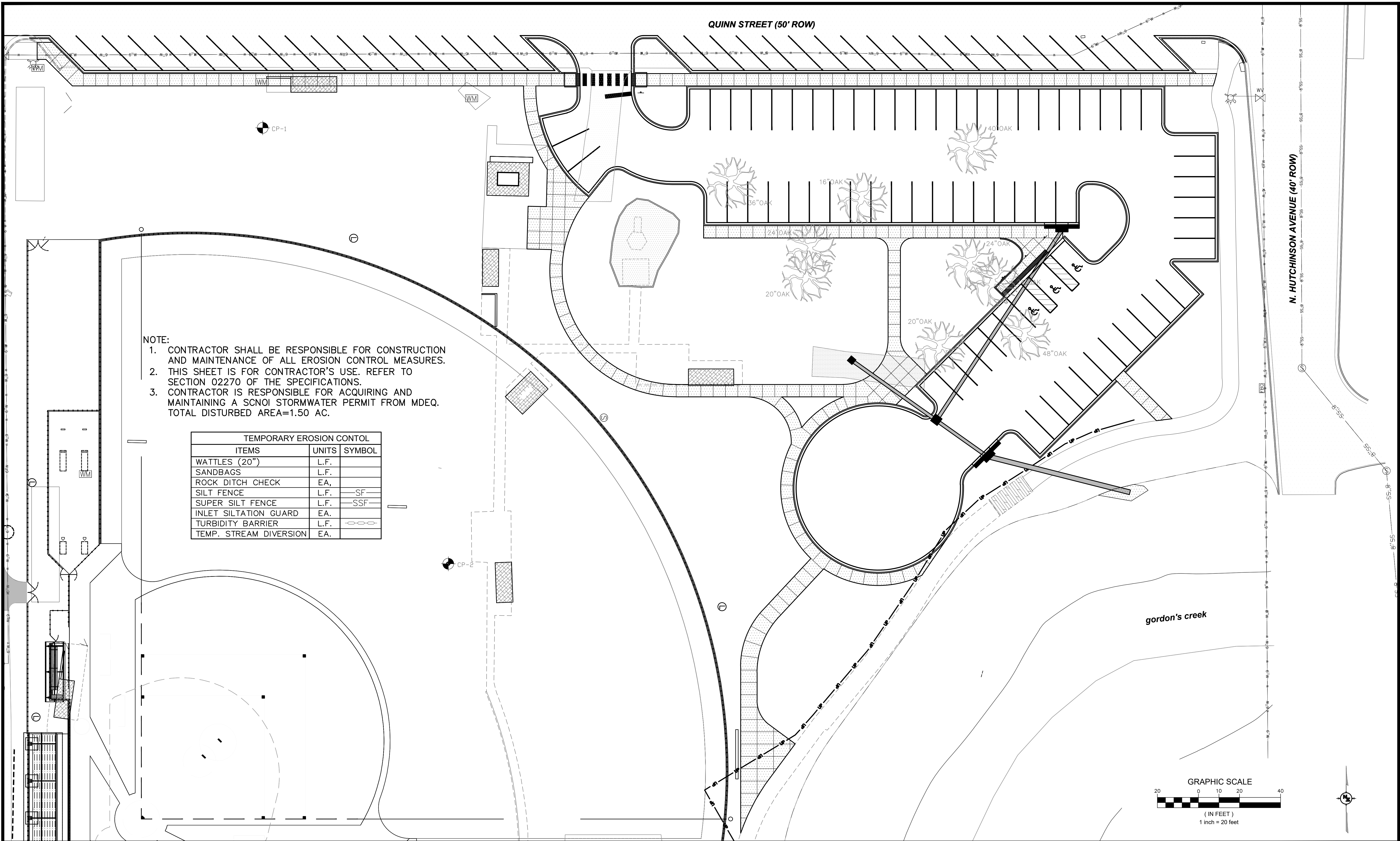
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					QA/QC: DATE:					



- CI-1** SS-2 REQ'D.
T.O.C. = 165.10
FLOWLINE = 161.10
L = 15.0
W = 2.5
- CI-2** SS-2 REQ'D.
T.O.C. = 162.50
FLOWLINE = 159.35
L = 15.0
W = 2.5
- GI-1** B9 INLET REQ'D.
T.O.C. = 163.00
FLOWLINE = 159.90
- JB-1** JB-2 REQ'D.
T.O.C. = 162.25
FLOWLINE = 159.50
MANHOLE REQ'D FOR ACCESS
REF. WKG NO. DET-2



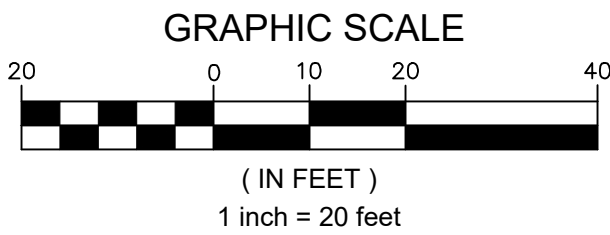
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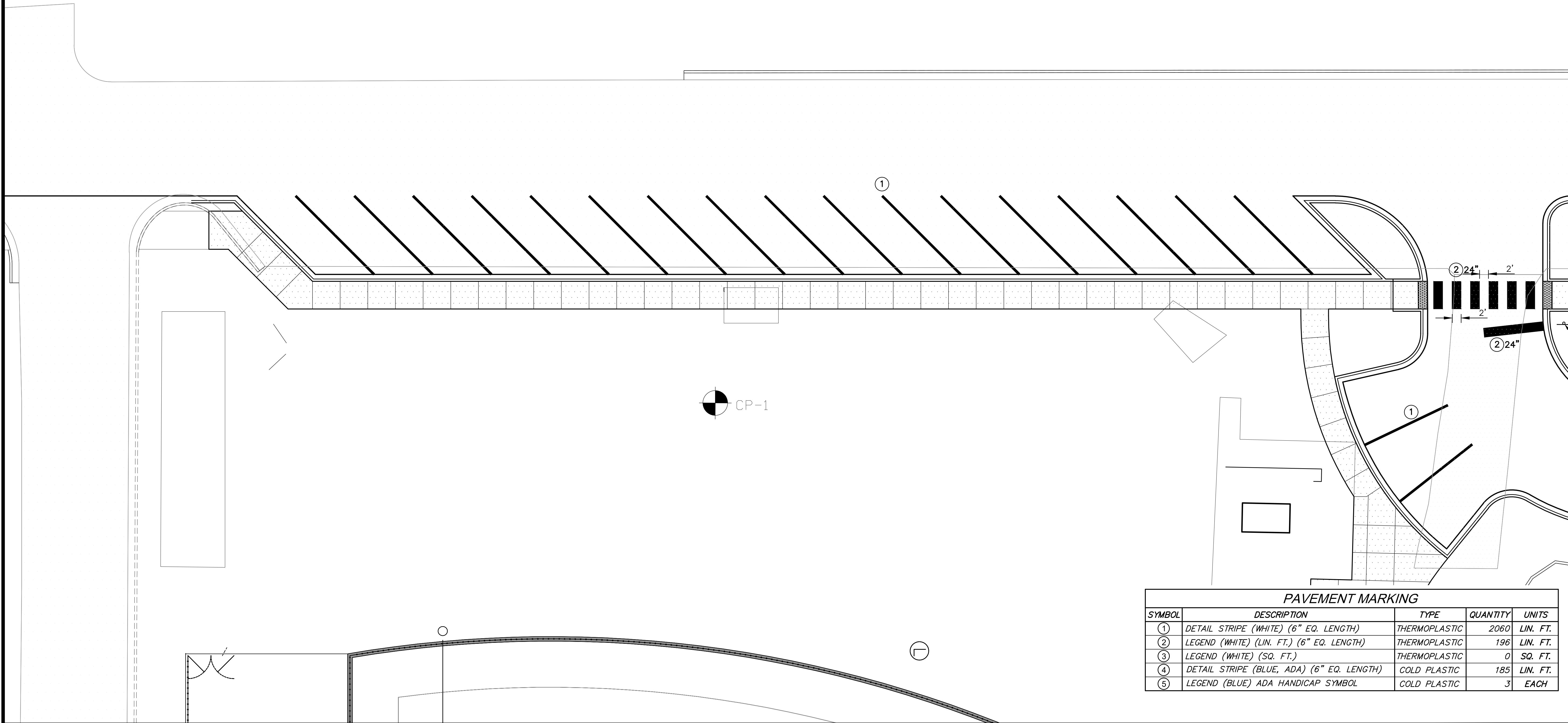
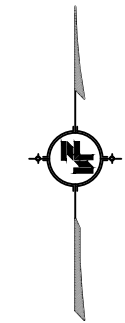
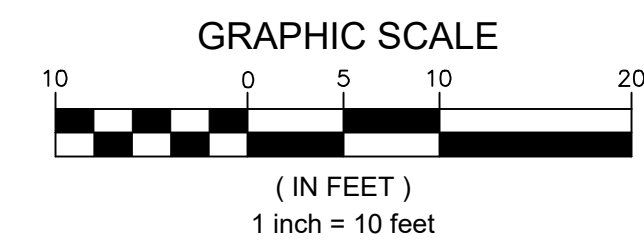
NOTE:

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES.
- 2. THIS SHEET IS FOR CONTRACTOR'S USE. REFER TO SECTION 02270 OF THE SPECIFICATIONS.
- 3. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING AND MAINTAINING A SCNOI STORMWATER PERMIT FROM MDEQ. TOTAL DISTURBED AREA=1.50 AC.

TEMPORARY EROSION CONTROL		
ITEMS	UNITS	SYMBOL
WATTLES (20")	L.F.	
SANDBAGS	L.F.	
ROCK DITCH CHECK	EA.	
SILT FENCE	L.F.	SF
SUPER SILT FENCE	L.F.	SSF
INLET SILTATION GUARD	EA.	
TURBIDITY BARRIER	L.F.	
TEMP. STREAM DIVERSION	EA.	



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	NO.	DATE	BY	DESCRIPTION			FILENAME: 17080_GRD-PARKING.dwg	WORKING NUMBER:	DRAWING NUMBER:
							SCALE: SURVEYED BY: CLEARPOINT DSGN: GPC DATE: 6/2022 DRWN: GPC DATE: 6/2022 CHKD: DATE: QA/QC: DATE:	EC-1	14



PAVEMENT MARKING				
SYMBOL	DESCRIPTION	TYPE	QUANTITY	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	2060	LIN. FT.
②	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	196	LIN. FT.
③	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	0	SQ. FT.
④	DETAIL STRIPE (BLUE, ADA) (6" EQ. LENGTH)	COLD PLASTIC	185	LIN. FT.
⑤	LEGEND (BLUE) ADA HANDICAP SYMBOL	COLD PLASTIC	3	EACH

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.

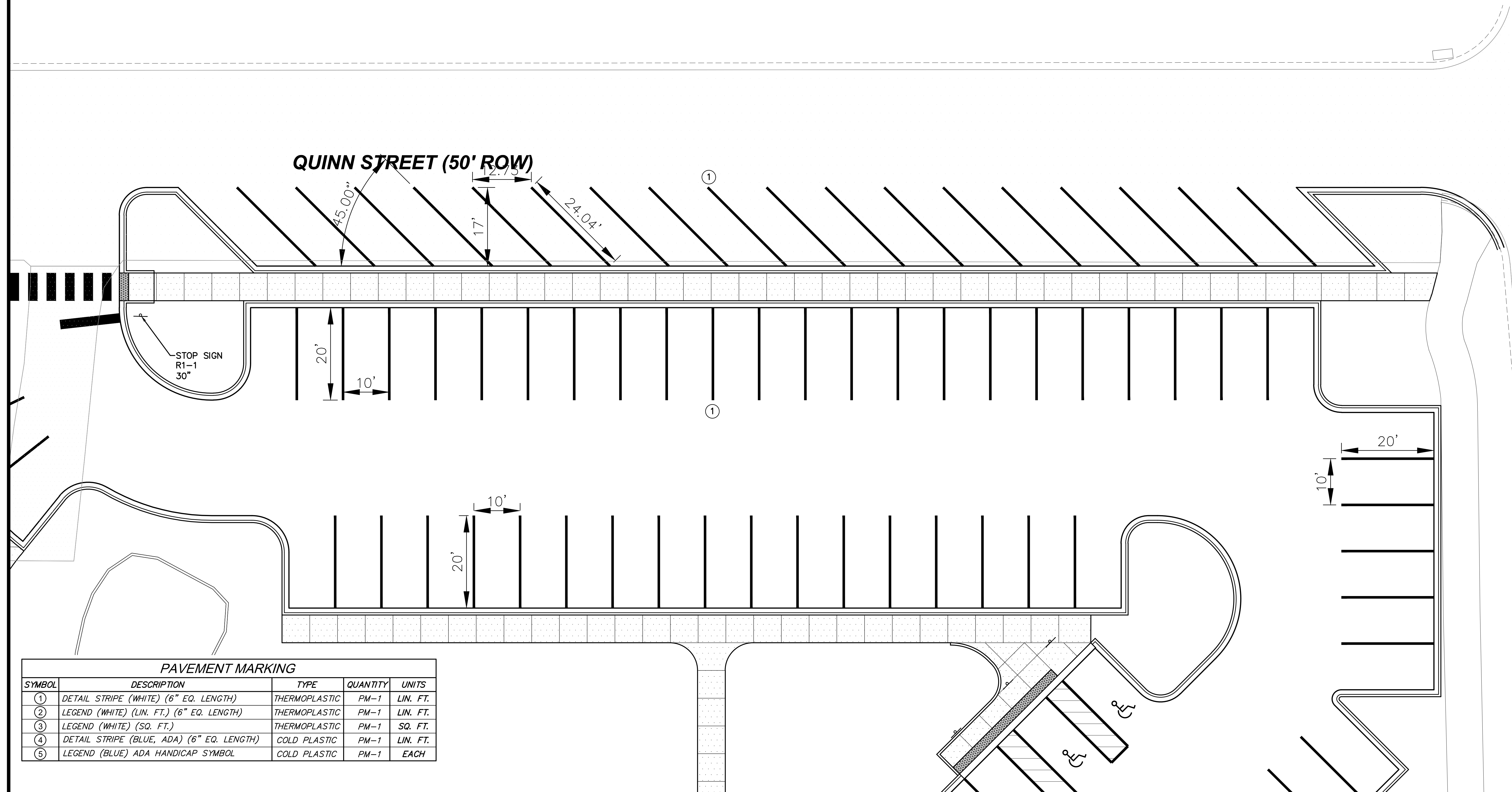
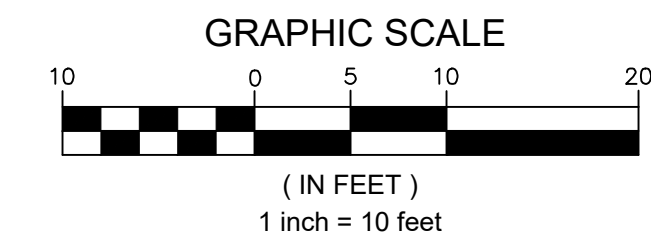
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				QA/QC: DATE:

JAYCEE PARK
PARKING IMPROVEMENTS

CITY OF HATTIESBUG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

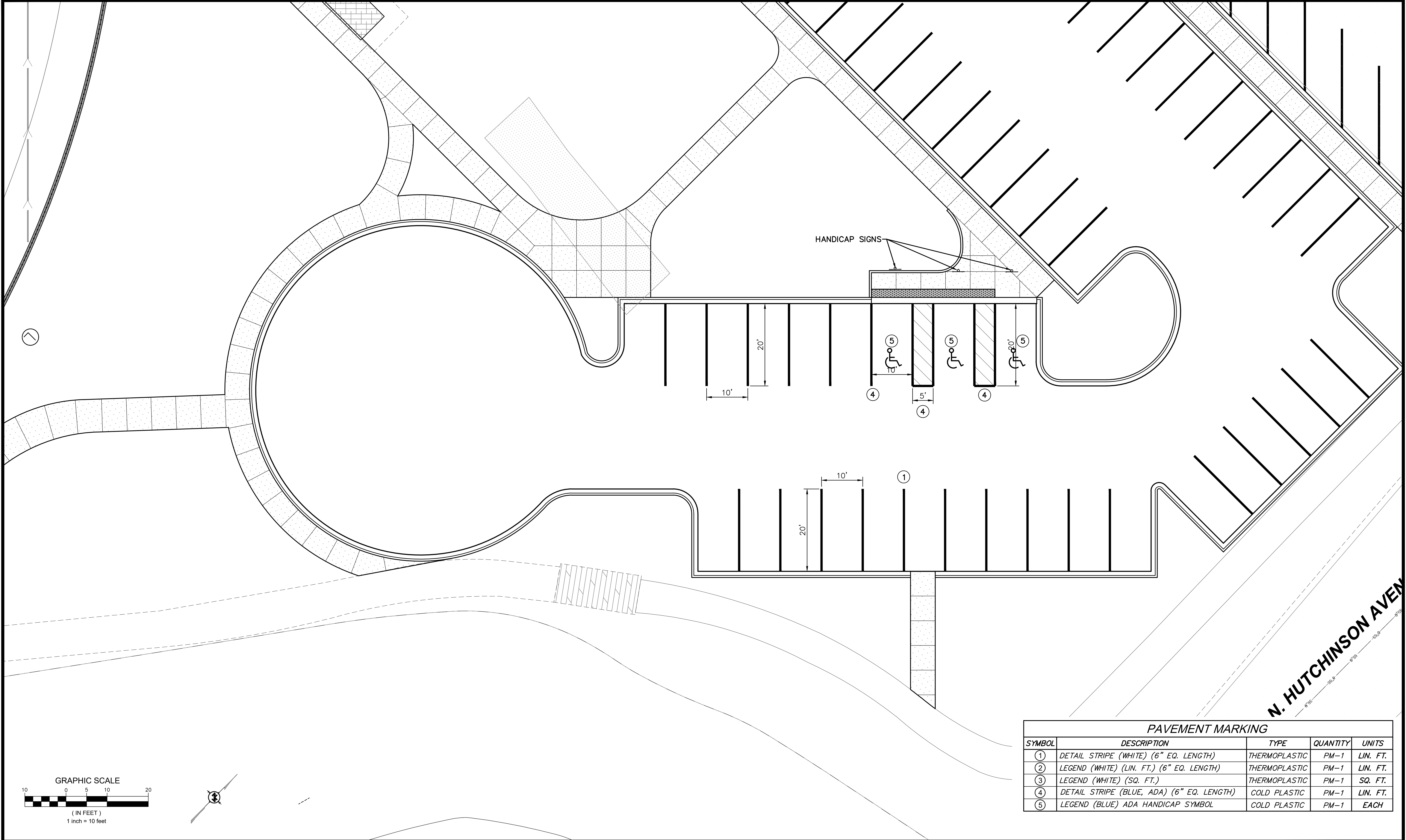
PAVEMENT MARKING

WORKING NUMBER: PM-1	DRAWING NUMBER: 15
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PAVEMENT MARKING				
SYMBOL	DESCRIPTION	TYPE	QUANTITY	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	PM-1	LIN. FT.
②	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	PM-1	LIN. FT.
③	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	PM-1	SQ. FT.
④	DETAIL STRIPE (BLUE, ADA) (6" EQ. LENGTH)	COLD PLASTIC	PM-1	LIN. FT.
⑤	LEGEND (BLUE) ADA HANDICAP SYMBOL	COLD PLASTIC	PM-1	EACH

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		JAYCEE PARK PARKING IMPROVEMENTS CITY OF HATTIESBUG HATTIESBURG, MISSISSIPPI FORREST COUNTY	NEEL-SCHAFFER <i>Solutions you can build upon</i>	PAVEMENT MARKING		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17080.000						
					FILENAME: 17080_GRD-PARKING.dwg						
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					DSGN: GPC DATE: 6/2022						
					DRWN: GPC DATE: 6/2022						
					CHKD: DATE:						
					QA/QC: DATE:	WORKING NUMBER: PM-2			DRAWING NUMBER: 16		



PAVEMENT MARKING				
SYMBOL	DESCRIPTION	TYPE	QUANTITY	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	PM-1	LIN. FT.
②	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	PM-1	LIN. FT.
③	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	PM-1	SQ. FT.
④	DETAIL STRIPE (BLUE, ADA) (6" EQ. LENGTH)	COLD PLASTIC	PM-1	LIN. FT.
⑤	LEGEND (BLUE) ADA HANDICAP SYMBOL	COLD PLASTIC	PM-1	EACH

NOTICE TO DRAWING HOLDER

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				QA/QC: DATE:

JAYCEE PARK

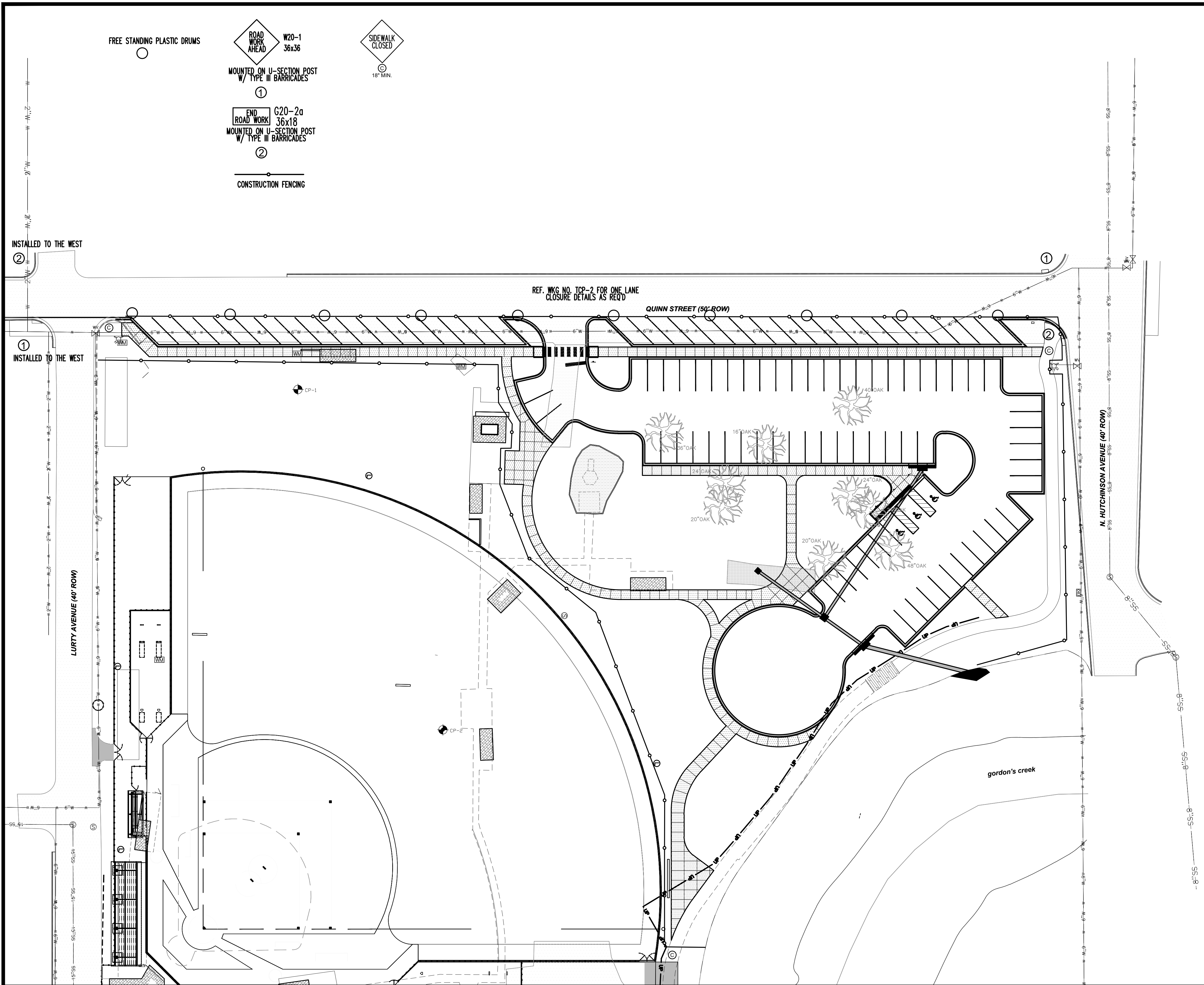
PARKING IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



NEEL-SCHAFFER
Solutions you can build upon

PAVEMENT MARKING	
WORKING NUMBER: PM-3	DRAWING NUMBER: 17



TRAFFIC CONTROL NOTES:

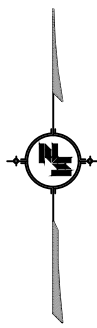
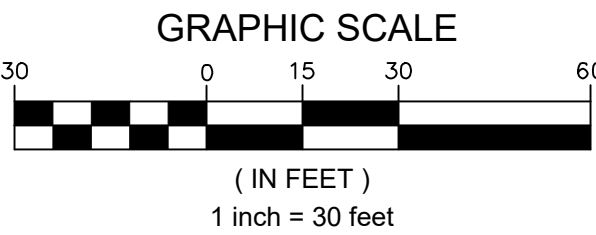
1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
2. CONTRACTOR TO MAINTAIN ACCESS TO UNIVERSITY FACILITIES AT ALL TIMES DURING CONSTRUCTION.
3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
4. FLUORESCENT ORANGE SHEETING SHALL BE 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.

PEDESTRIAN NOTES:

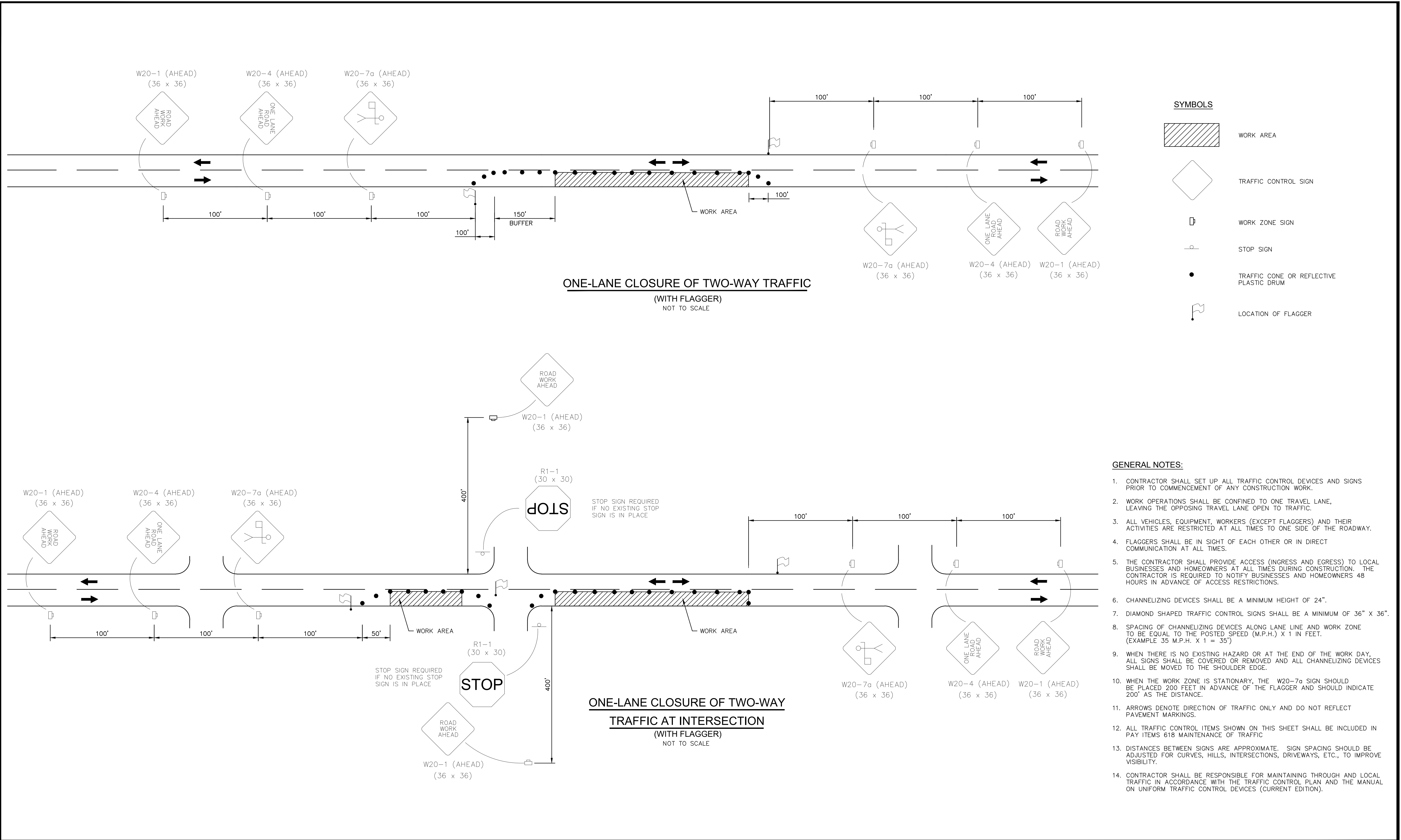
1. CONTRACTOR TO COORDINATE FENCE INSTALLATION WITH OVERALL CONSTRUCTION SCHEDULING
2. THE SAFETY OF THE GENERAL PUBLIC WITHIN THE VICINITY OF CONSTRUCTION AREA IS EXTREMELY IMPORTANT. THE CONTRACTOR SHALL POST AND MAINTAIN, TO THE OWNER'S SATISFACTION, SIGNS THAT DIRECT THE GENERAL PUBLIC AROUND THE CONSTRUCTION AREAS USING THIS PLAN AS A MINIMUM REQUIREMENT. THE CONTRACTION SHALL COORDINATE WITH THE OWNER PRIOR TO CONSTRUCTION. ADDITIONAL SIGNS REQUIRED BY THE OWNER WILL BE PAID FOR AS ADDITIONAL CONSTRUCTION SIGNS.
3. THIS DRAWING IS USED TO ILLUSTRATE THE CITY'S INTENT. CONTRACTOR SHALL SUBMIT WITHIN 10 DAYS AFTER NOTICE OF AWARD A CONSTRUCTION SEQUENCING PLAN TO THE CITY FOR THEIR REVIEW AND APPROVAL.
4. SECONDARY LAYDOWN FOR CONSTRUCTION OPERATIONS FOR THE PROJECT SHALL BE ON PROPERTY OWNED BY THE UNIVERSITY. CONTRACTOR SHALL COORDINATE WITH THE UNIVERSITY ON LOCATIONS OF LAYDOWN AREAS.
5. ITEMS ON THIS SHEET ARE INCLUDED IN MAINTENANCE OF TRAFFIC
6. SEE WORKING NUMBER TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.
7. ADA COMPLIANT ACCESSIBLE ROUTES MUST BE MAINTAINED AT ALL TIMES THROUGHOUT CONSTRUCTION. IN ALL INSTANCES, PEDESTRIAN ACCESS ROUTES WILL NOT REQUIRE PERSONS WITH MOBILITY CONSIDERATIONS TO TAKE A DIFFERENT ROUTE FROM THAT OF A PERSON WITHOUT A MOBILITY CONSIDERATION.

CONSTRUCTION FENCING NOTES:

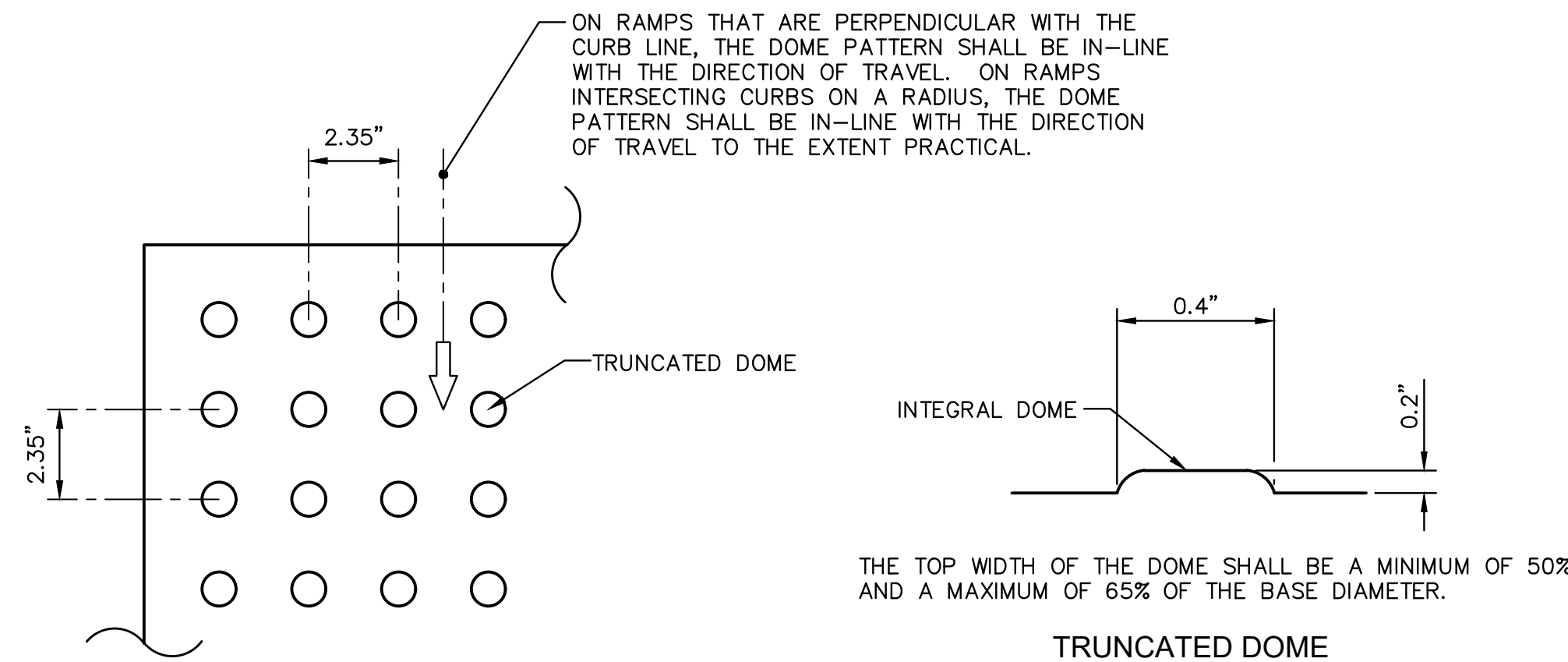
1. CONSTRUCTION FENCING SHALL BE INSTALLED FOR PEDESTRIAN SAFETY. ADDITIONAL AREAS MAY REQUIRE PROTECTION AS DETERMINED BY THE ENGINEER. ALL FENCING MUST BE MAINTAINED UNTIL PROJECT COMPLETION.
2. ALL ITEMS OF WORK SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.
3. PARKING CLOSURE SHALL BE COORDINATED WITH THE CITY PRIOR TO BEING CLOSED.



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		JAYCEE PARK PARKING IMPROVEMENTS CITY OF HATTIESBUG HATTIESBURG, MISSISSIPPI FORREST COUNTY	NEEL-SCHAFFER <i>Solutions you can build upon</i>	PEDESTRIAN AND TRAFFIC CONTROL PLAN			
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17080.000 FILENAME: 17080_GRD-PARKING.dwg							
					SCALE:							
					SURVEYED BY: CLEARPOINT							
					DSGN: GPC	DATE: 6/2022						
					DRWN: GPC	DATE: 6/2022			WORKING NUMBER:		DRAWING NUMBER:	
					CHKD:	DATE:			TCP-1		18	
					QA/QC:	DATE:						



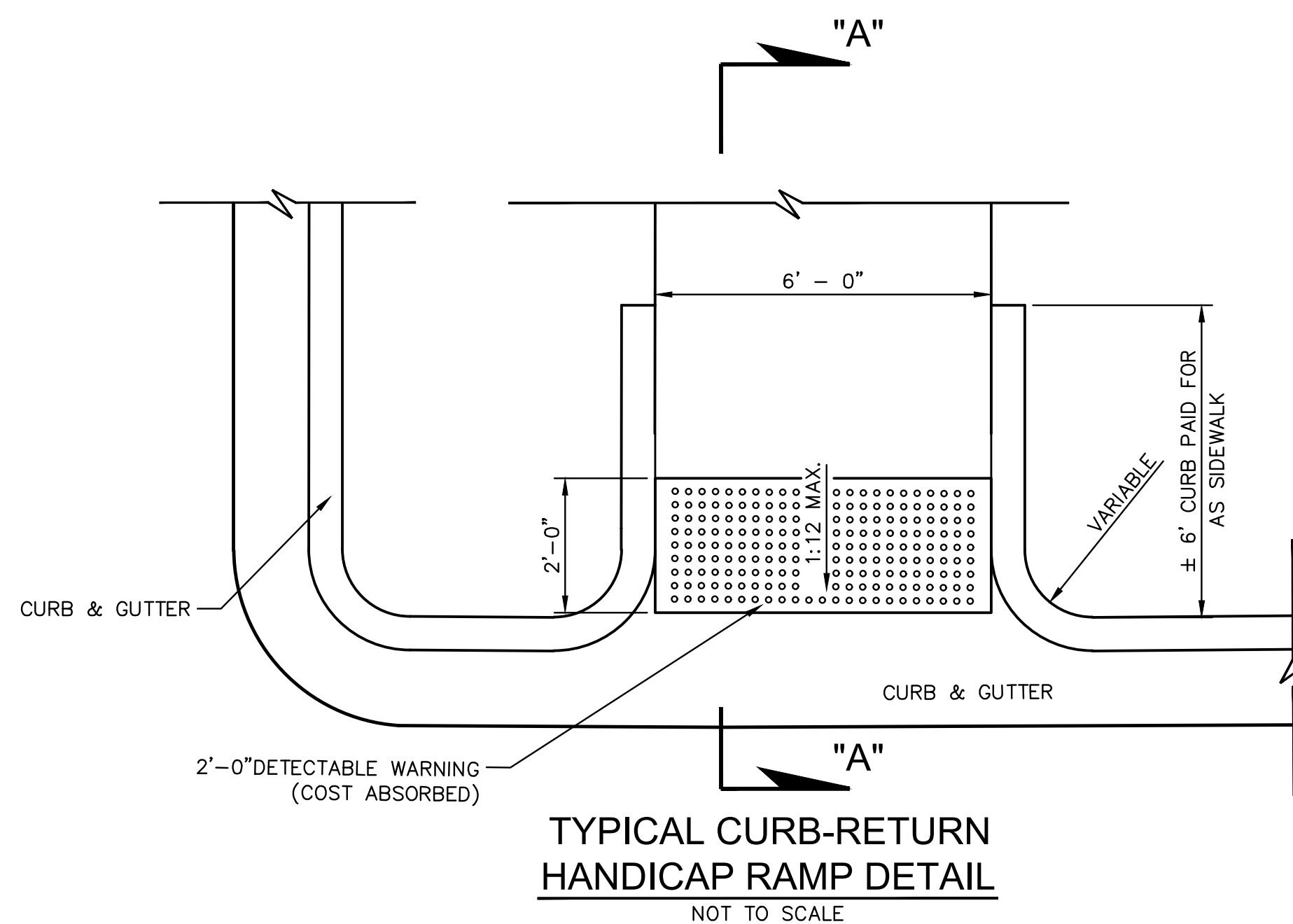
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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		JAYCEE PARK PARKING IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY		TRAFFIC CONTROL DETAILS ONE LANE CLOSURE (2 LANE ROAD)	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17080.000			WORKING NUMBER:	DRAWING NUMBER:
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					DSGN: GPC DATE: 6/2022				
					DRWN: GPC DATE: 6/2022				
					CHKD: DATE:				
					QA/QC: DATE:				



PLAN VIEW

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).

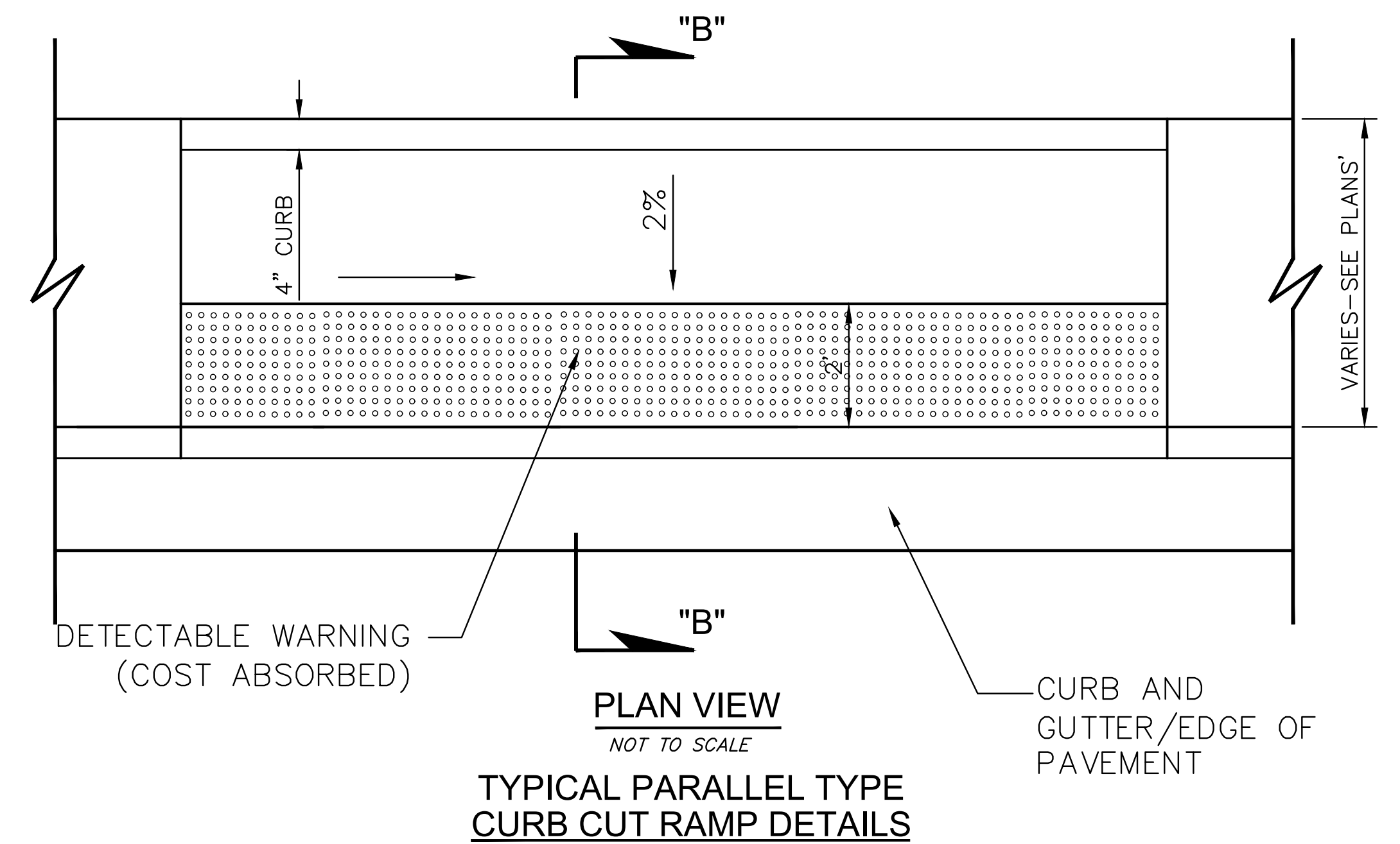
CURB RAMP DETECTABLE WARNING DETAIL
N.T.S.



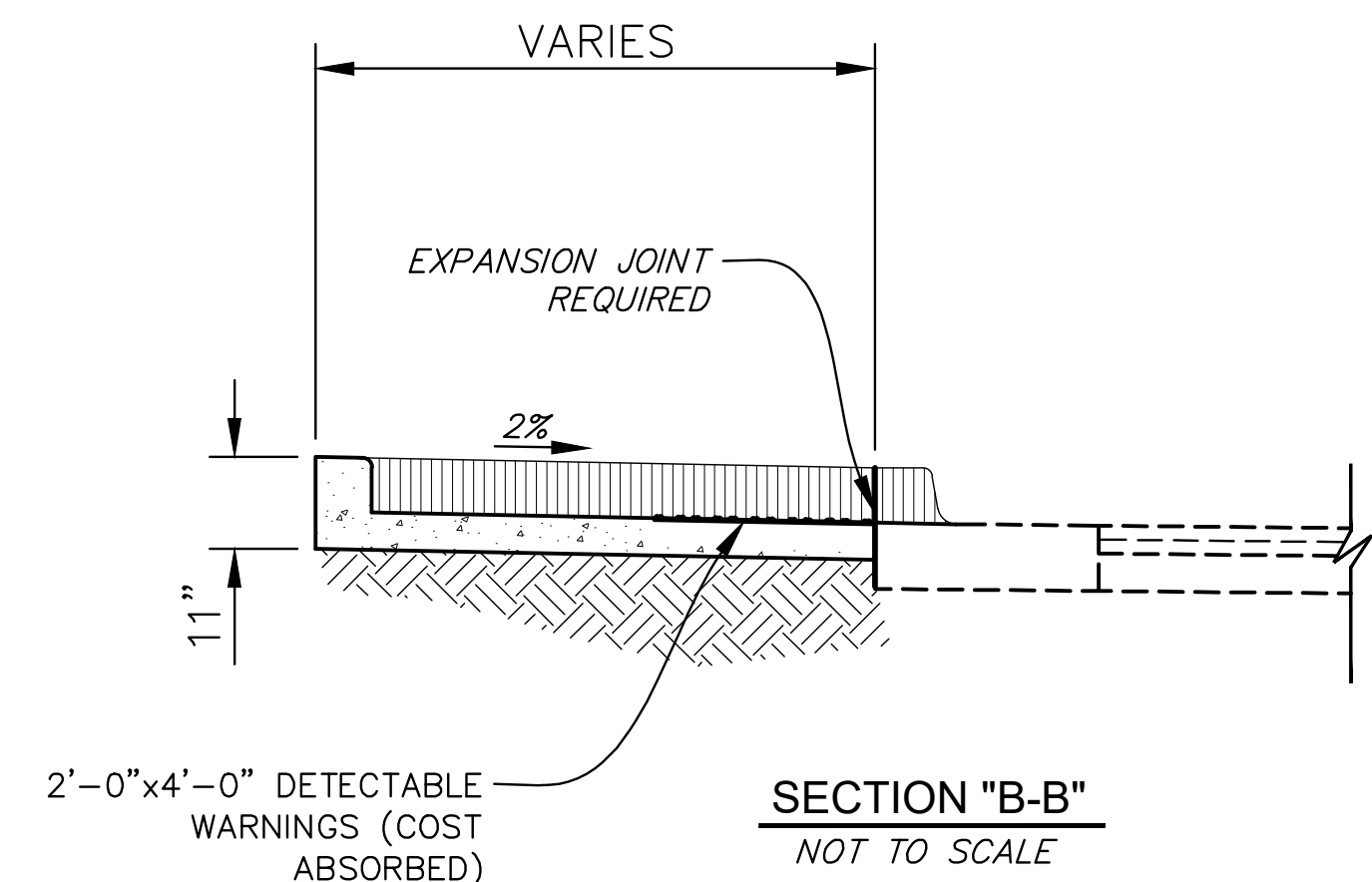
**TYPICAL CURB-RETURN
HANDICAP RAMP DETAIL**
NOT TO SCALE

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.

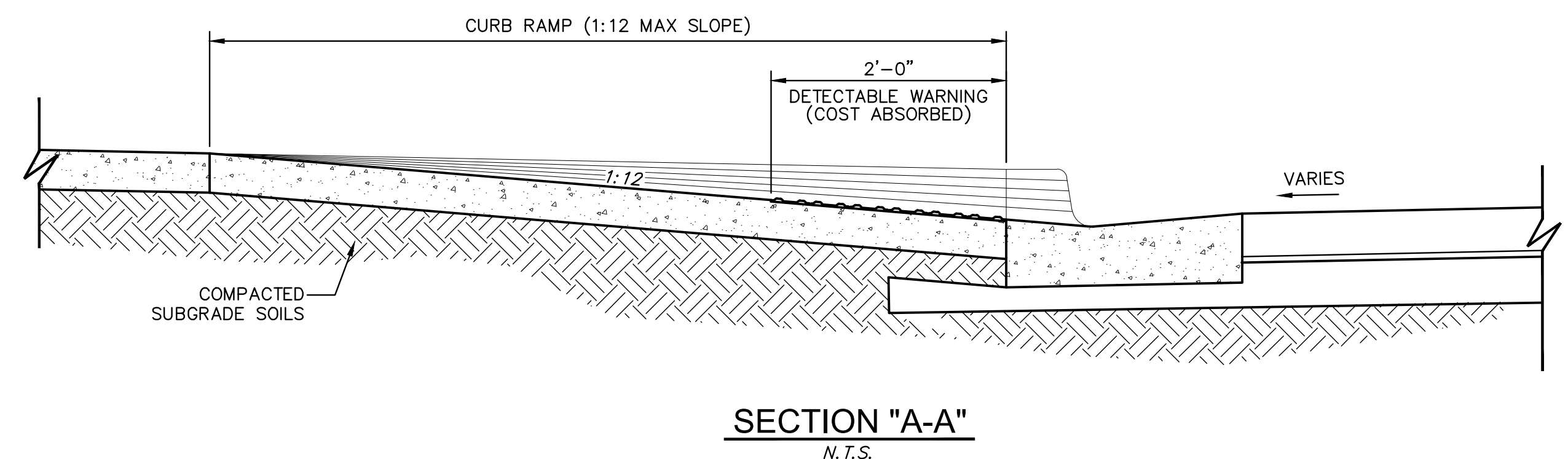


**TYPICAL PARALLEL TYPE
CURB CUT RAMP DETAILS**
NOT TO SCALE



SECTION "B-B"
NOT TO SCALE

NOTE: PLACEMENT OF DETECTABLE WARNINGS MAY VARY AND SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER.



SECTION "A-A"
N.T.S.

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				QA/QC:	DATE:

**JAYCEE PARK
PARKING IMPROVEMENTS**

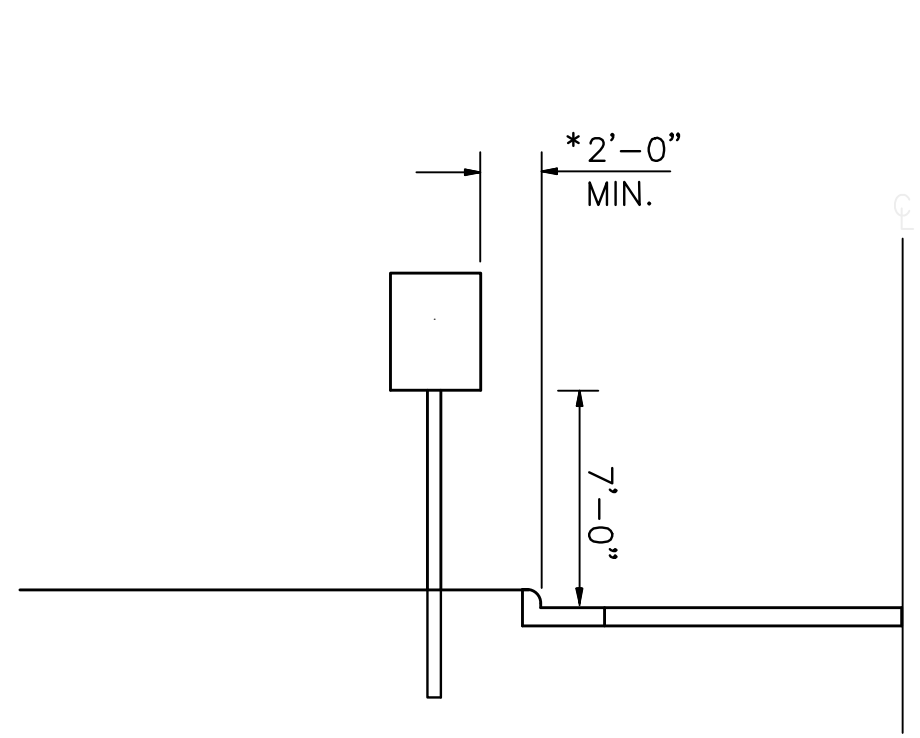
CITY OF HATTIESBUG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



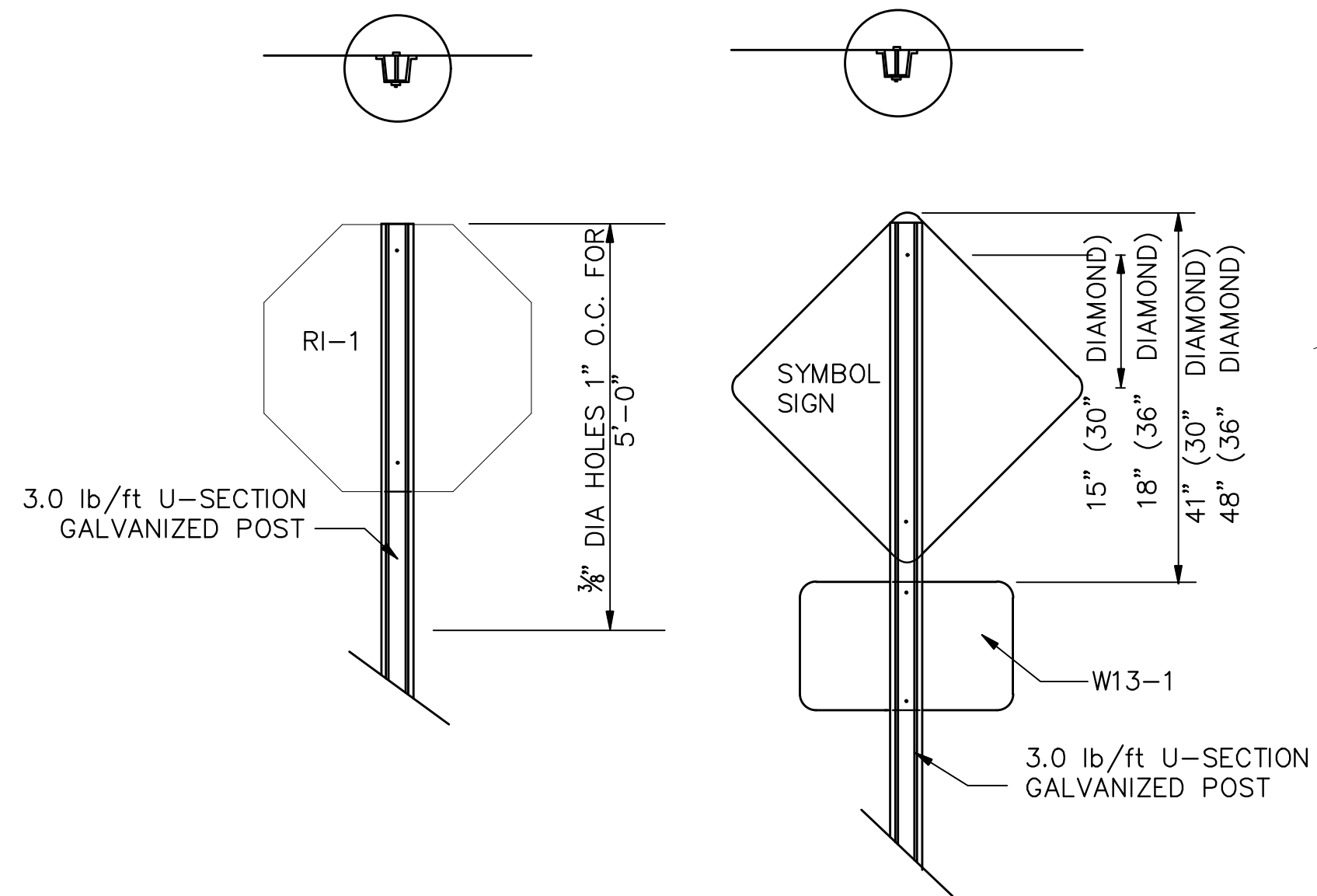
**CONSTRUCTION
DETAILS**

WORKING NUMBER:
DET-1

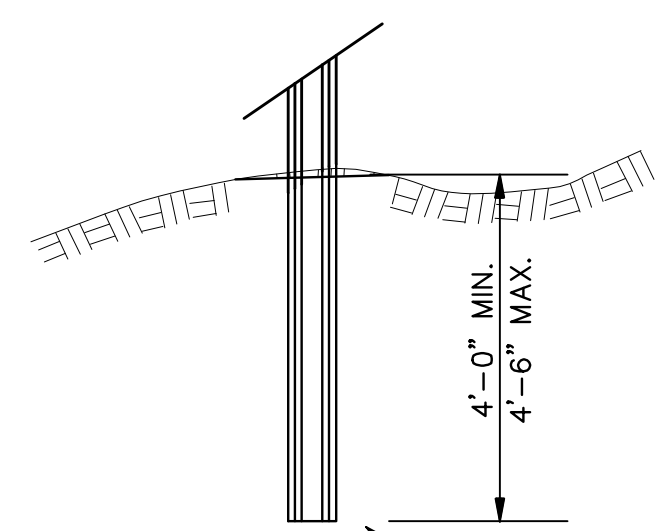
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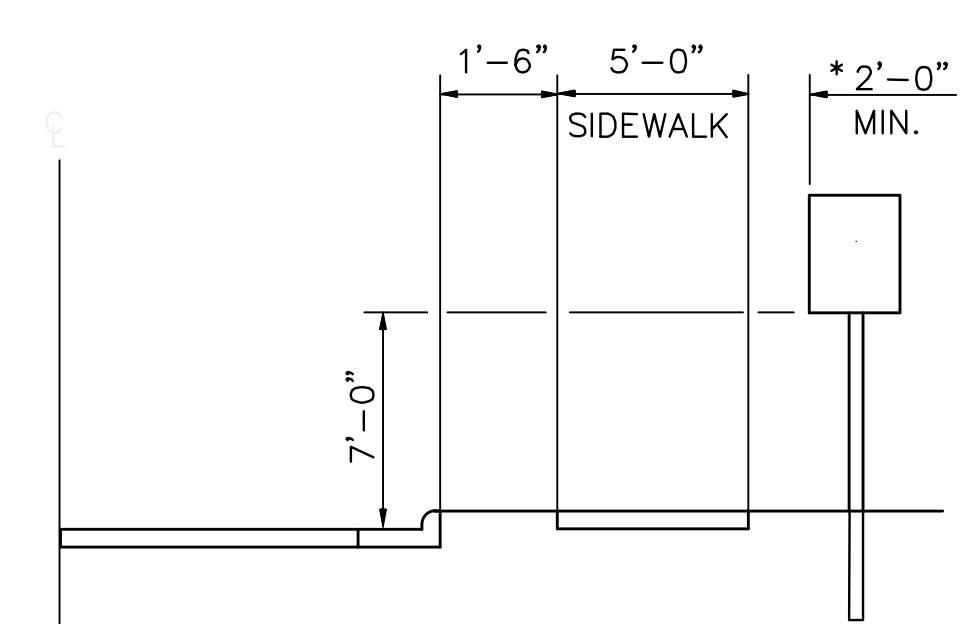
TYPICAL INSTALLATION ALONG ROADWAY WITH NO SIDEWALK
NOT TO SCALE



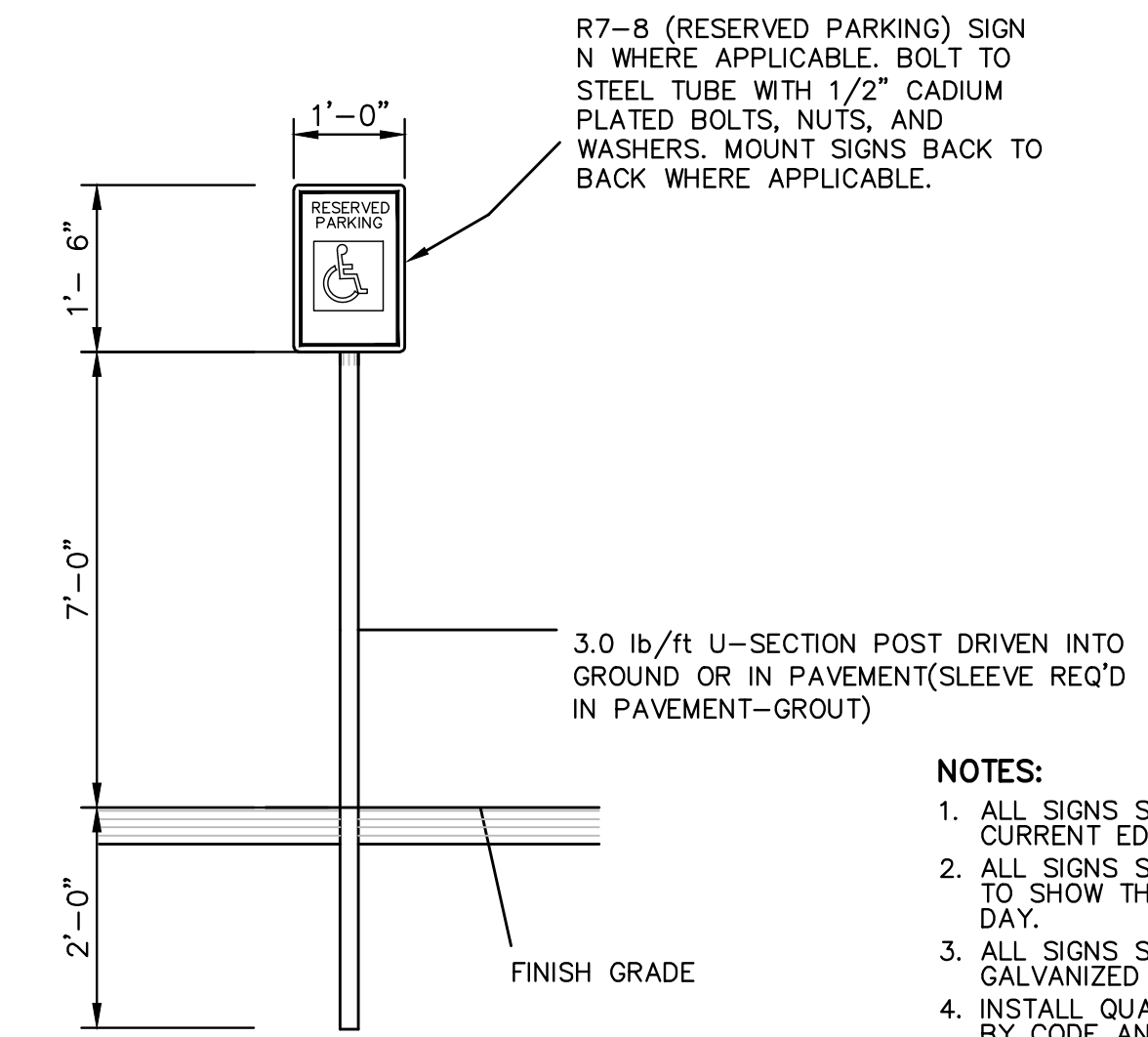
TYPICAL ASSEMBLY OF "FLAT TOPPED" REGULATORY OR WARNING SIGN MOUNTED ON A SINGLE U-SECTION POST



FOOTING DETAIL FOR U-SECTION POSTS
NOT TO SCALE



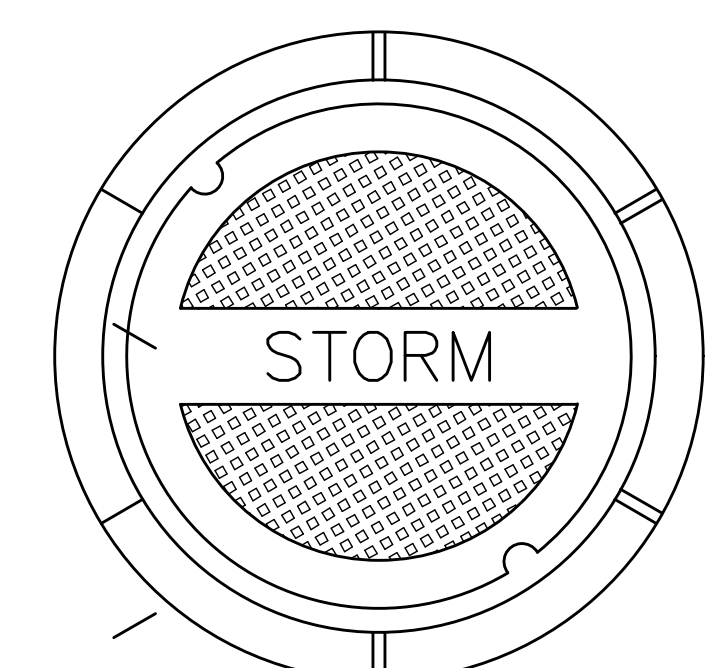
TYPICAL INSTALLATION ALONG ROADWAY WITH SIDEWALK
NOT TO SCALE



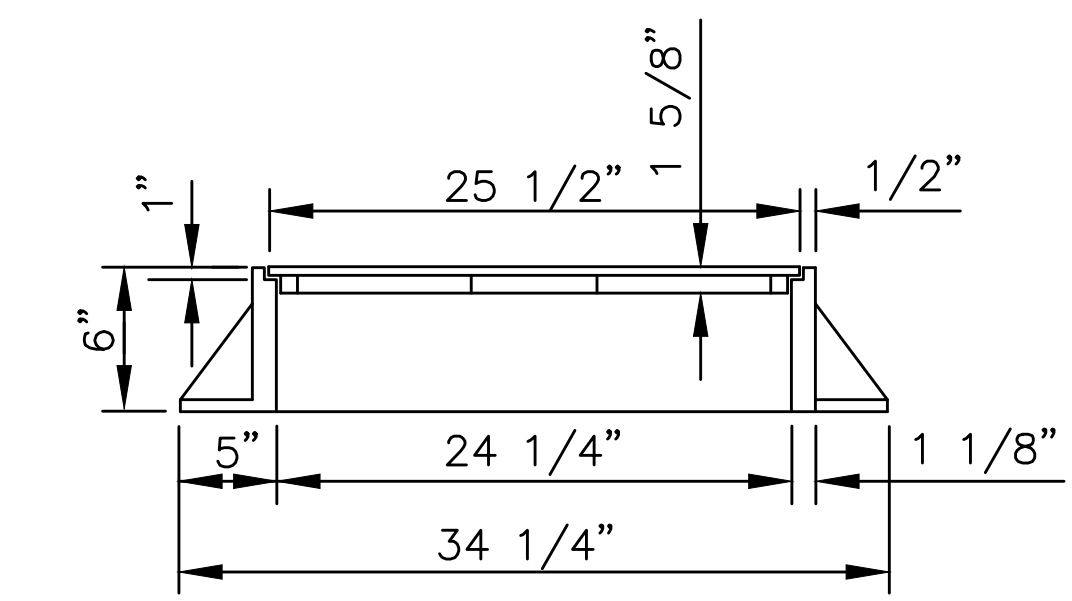
HANDICAP SIGN DETAIL
NOT TO SCALE

- NOTES:**
1. ALL SIGNS SHOWN SHALL CONFORM TO MUTCD, CURRENT EDITION.
 2. ALL SIGNS SHOWN BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
 3. ALL SIGNS SHALL BE SECURELY MOUNTED ON GALVANIZED U-SECT POST.
 4. INSTALL QUANTITY AND AT LOCATIONS REQ'D BY CODE AND/OR AS INDICATED ON DWGS. CONFIRM ALL HANDICAPPED SIGNAGE CODES.

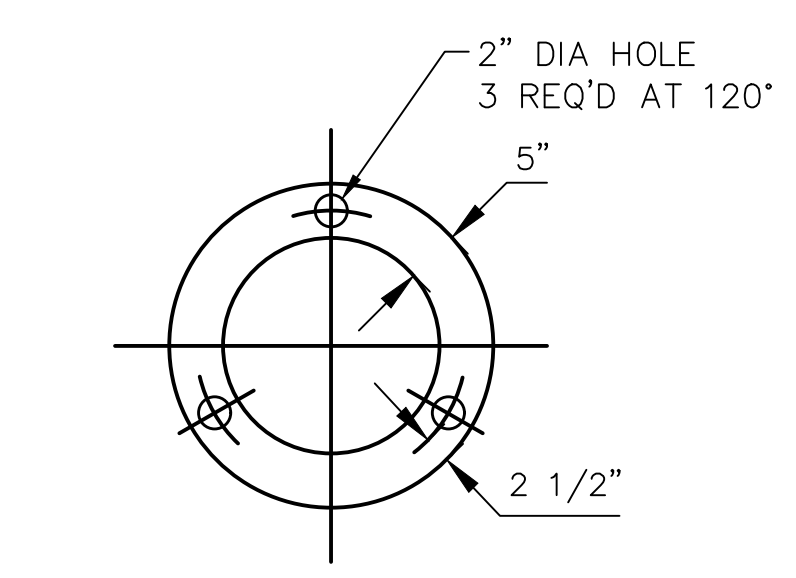
NOTE: *THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".



TOP PLAN OF COVER



SECTION

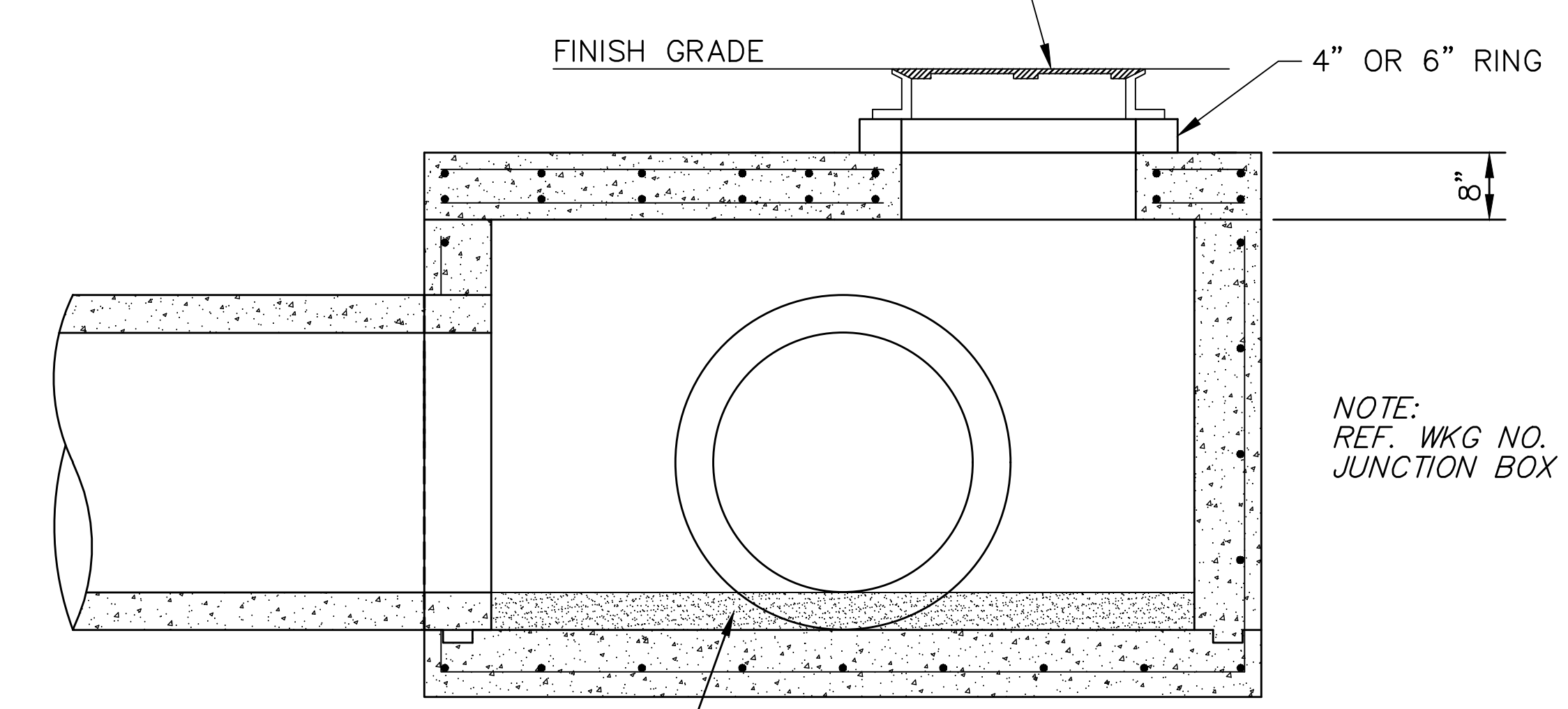


ADJUSTING RING
NOT TO SCALE

C.L. DEWS MODEL DF-24
FRAME & COVER WEIGHT 400 LBS.

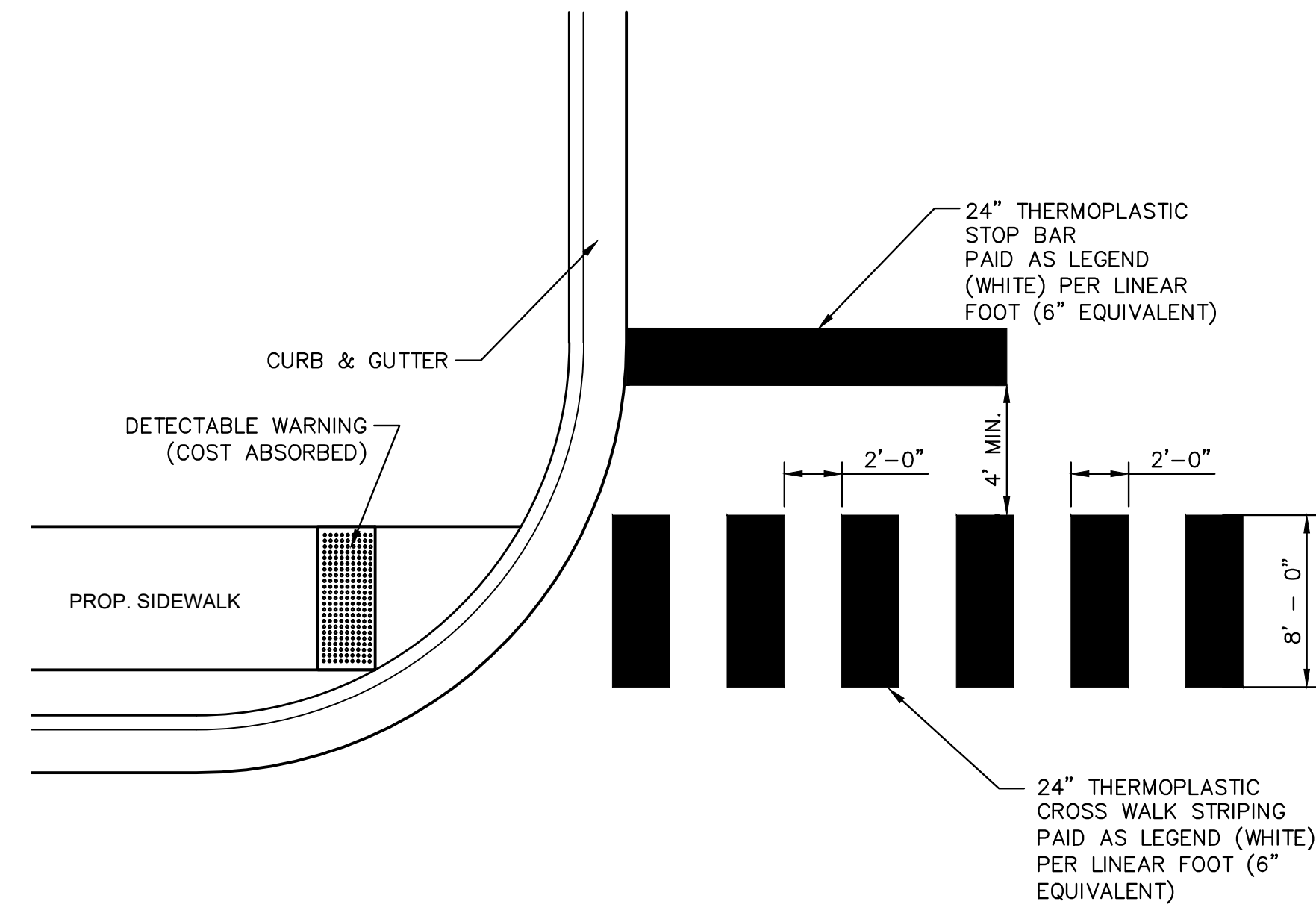
STANDARD DRAINAGE MANHOLE FRAME & COVER

NOT TO SCALE
MANHOLE CASTING REQ'D. ON ALL JUNCTION BOXES

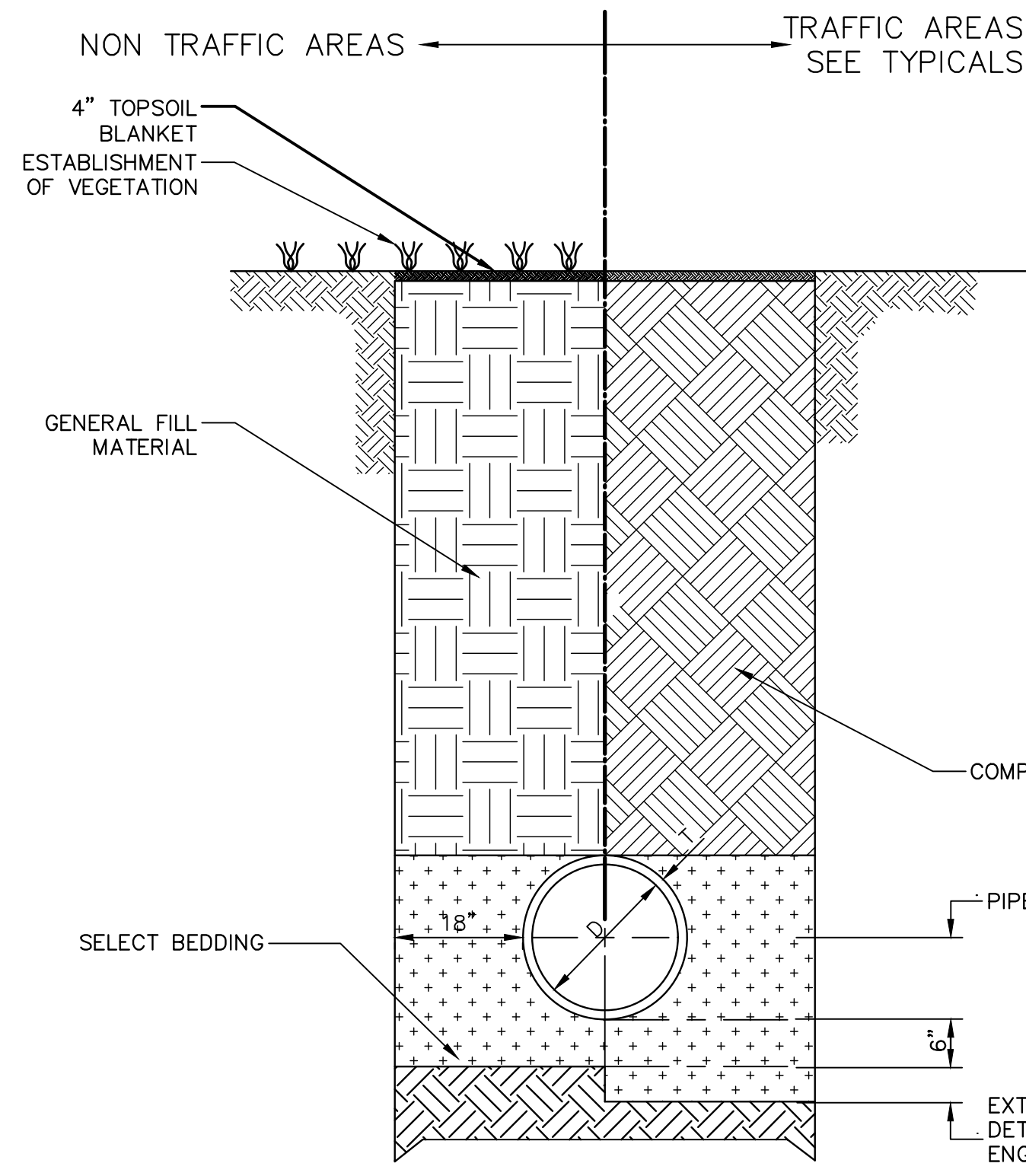


JUNCTION BOX - SECTION
NOT TO SCALE

NOTE:
REF. WKG NO. JB-1 FOR JUNCTION BOX DETAILS



TYPICAL CROSSWALK STRIPING
NOT TO SCALE



TYPICAL TRENCH DETAILS FOR PIPE
NOT TO SCALE

- NOTES:**
- SELECT BEDDING SHALL BE CLASS B BEDDING. SELECT BACKFILL SHALL BE BORROW EXCAVATION, CLASS B7-6.
 - SELECT BEDDING AND BACKFILL SHALL MEET THE REQUIREMENTS OF SECTIONS 203 AND 603 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 ED.
 - STRUCTURE EXCAVATION, SELECT BEDDING AND BACKFILL, AND GENERAL BACKFILL SHALL BE INCLUDED IN THE COST OF THE PIPE.
- COMPACTED SELECT FILL

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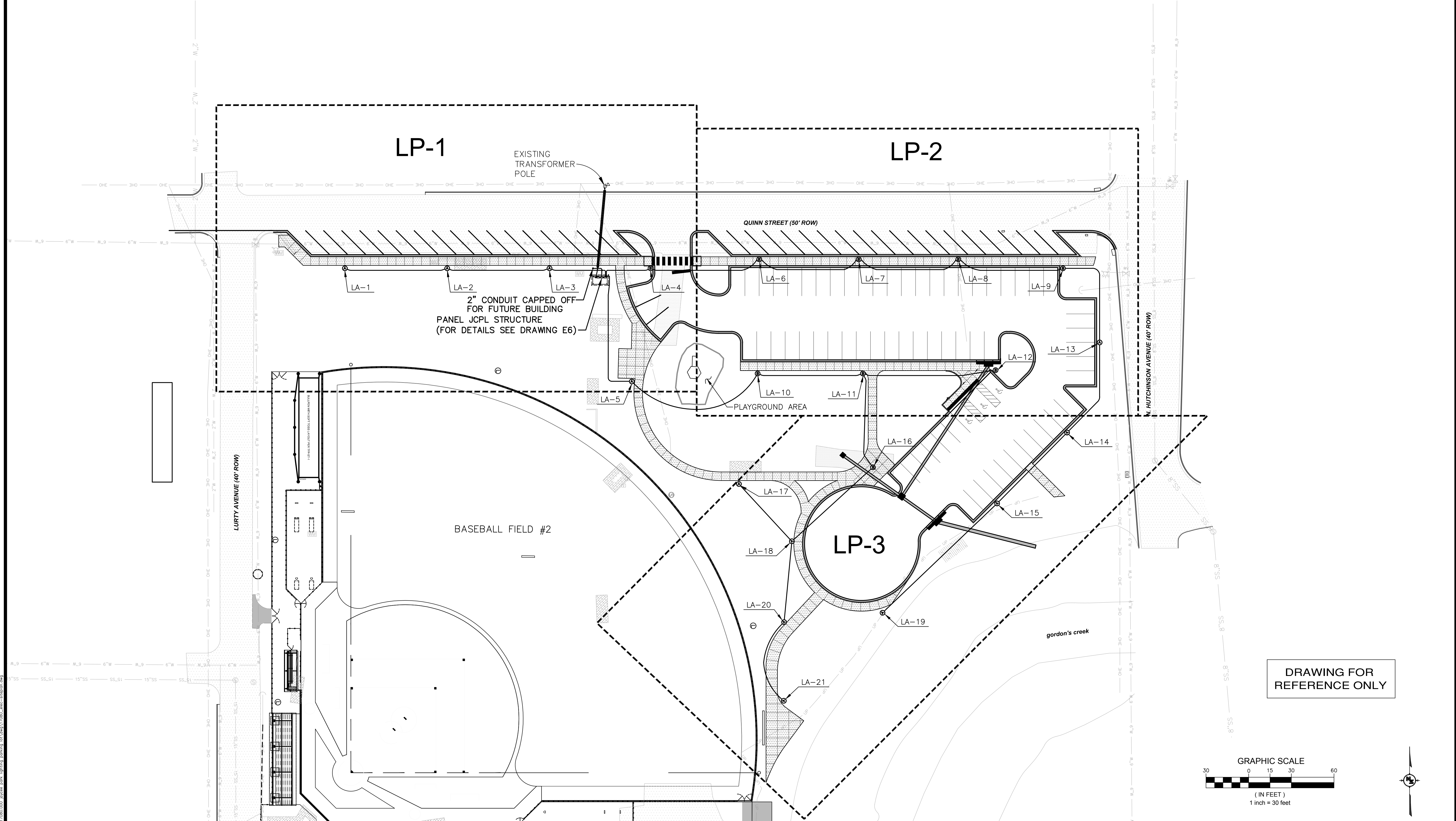
JAYCEE PARK
PARKING IMPROVEMENTS

CITY OF HATTIESBUG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

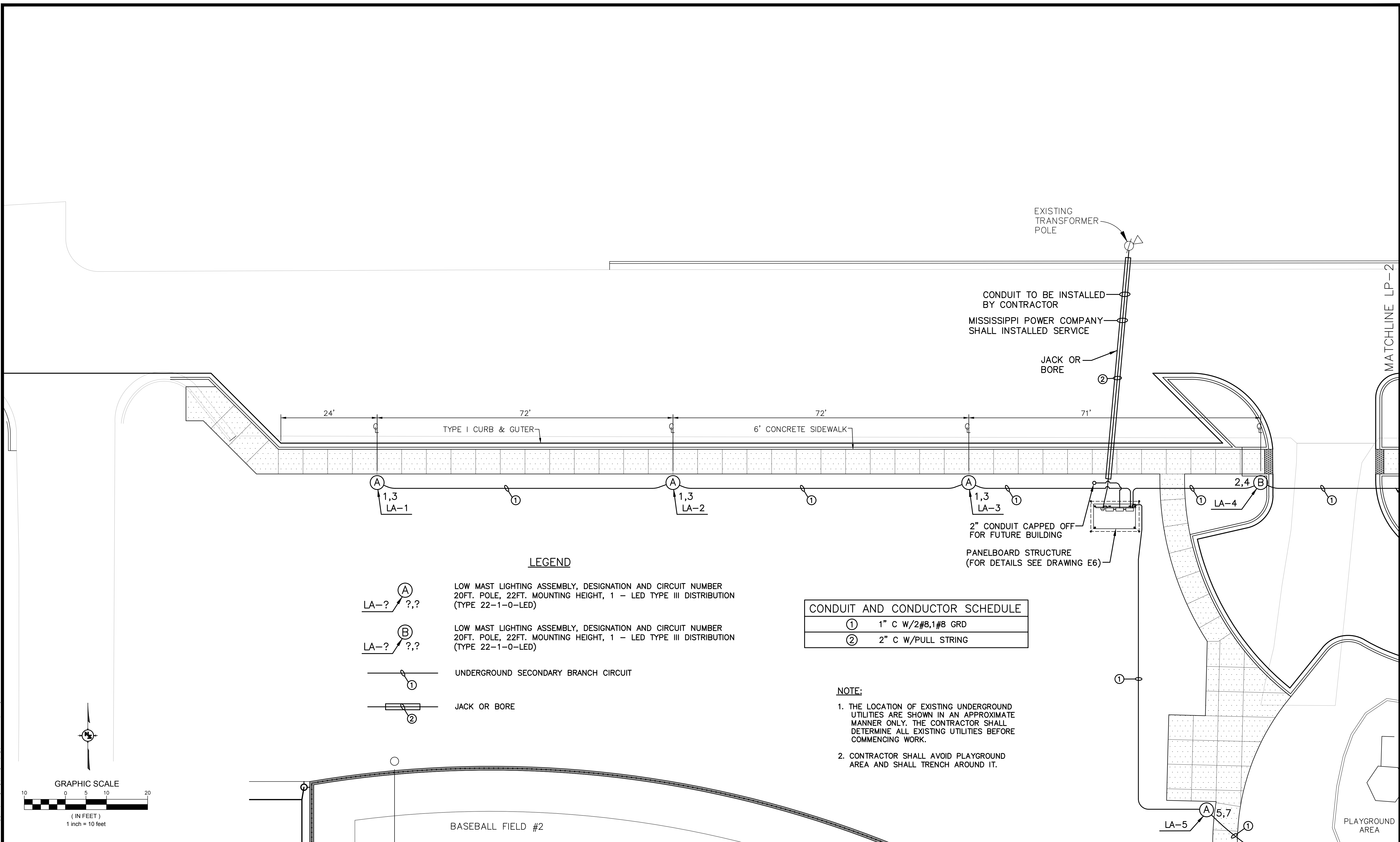


CONSTRUCTION DETAILS

WORKING NUMBER:	DRAWING NUMBER:
DET-2	21



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		JAYCEE PARK PARKING IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	ELECTRICAL DRAWINGS KEYMAP	
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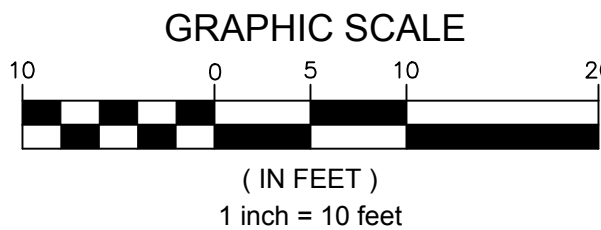


LEGEND

- LA-? (A) ??,? LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER 20FT. POLE, 22FT. MOUNTING HEIGHT, 1 - LED TYPE III DISTRIBUTION (TYPE 22-1-0-LED)
- LA-? (B) ??,? LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER 20FT. POLE, 22FT. MOUNTING HEIGHT, 1 - LED TYPE III DISTRIBUTION (TYPE 22-1-0-LED)
- ① UNDERGROUND SECONDARY BRANCH CIRCUIT
- ② JACK OR BORE

CONDUIT AND CONDUCTOR SCHEDULE	
①	1" C W/2#8,1#8 GRD
②	2" C W/PULL STRING

- NOTE:
1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
 2. CONTRACTOR SHALL AVOID PLAYGROUND AREA AND SHALL TRENCH AROUND IT.

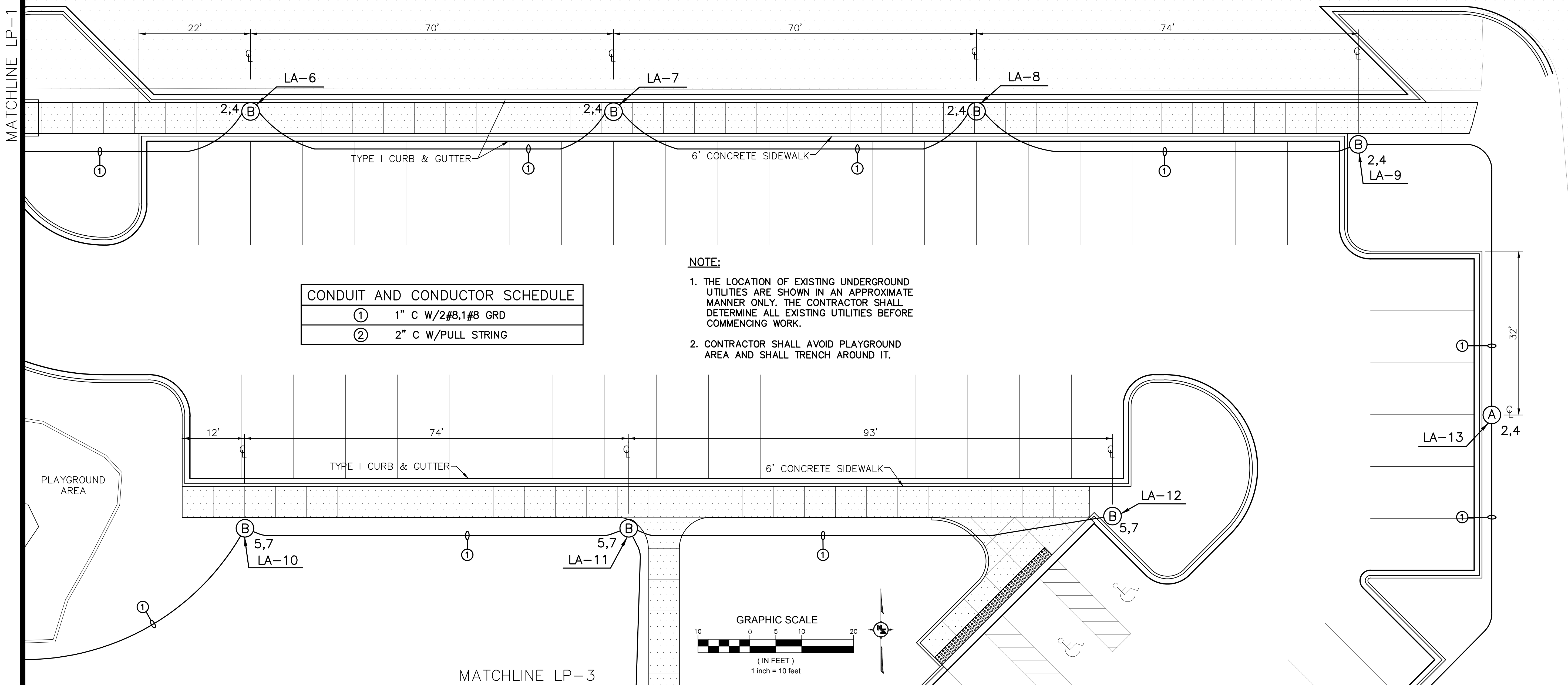


BASEBALL FIELD #2

PLAYGROUND AREA

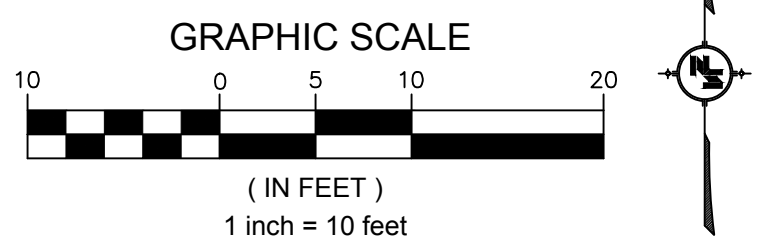
NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION		JAYCEE PARK PARKING IMPROVEMENTS		CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY		NEEL-SCHAFFER <i>Solutions you can build upon</i>		LIGHTING PLAN A	
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND 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.				NO.	DATE	BY	DESCRIPTION								
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								FILENAME: 17080_Elec-Siteplan.dwg							
								SCALE: 1"=10'							
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								DSGN: KC/VR DATE: 10/2022							
								DRWN: JEM DATE: 10/2022							
								CHKD: GPC DATE: 10/2022							
								QA/QC: DATE:							
														WORKING NUMBER: LP-1	
														DRAWING NUMBER: E2	

QUINN STREET (50' ROW)

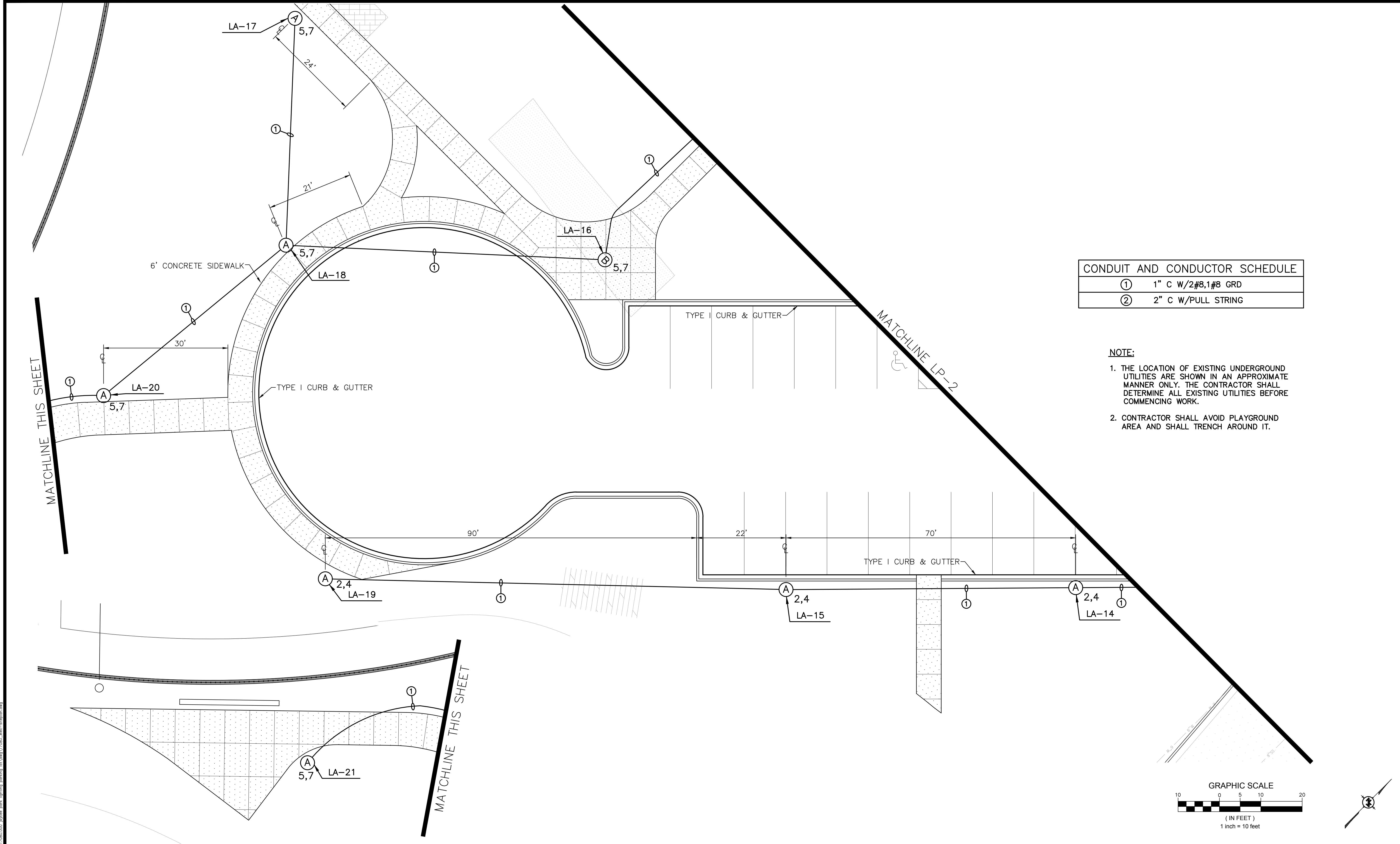


CONDUIT AND CONDUCTOR SCHEDULE	
①	1" C W/2#8,1#8 GRD
②	2" C W/PULL STRING

- NOTE:
1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
 2. CONTRACTOR SHALL AVOID PLAYGROUND AREA AND SHALL TRENCH AROUND IT.



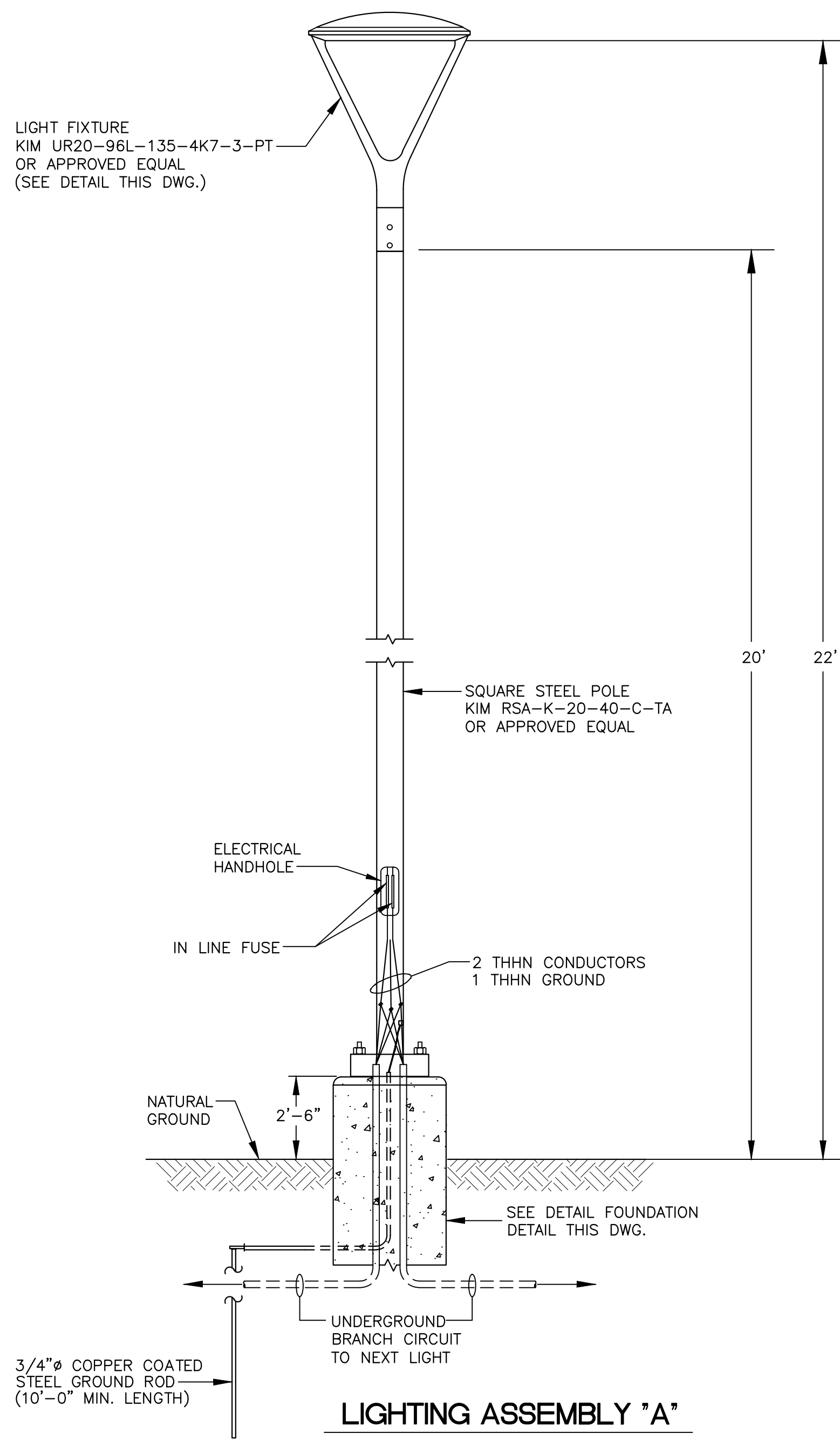
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	NO.	DATE	BY	DESCRIPTION				
	WORKING NUMBER: LP-2		DRAWING NUMBER: E3					



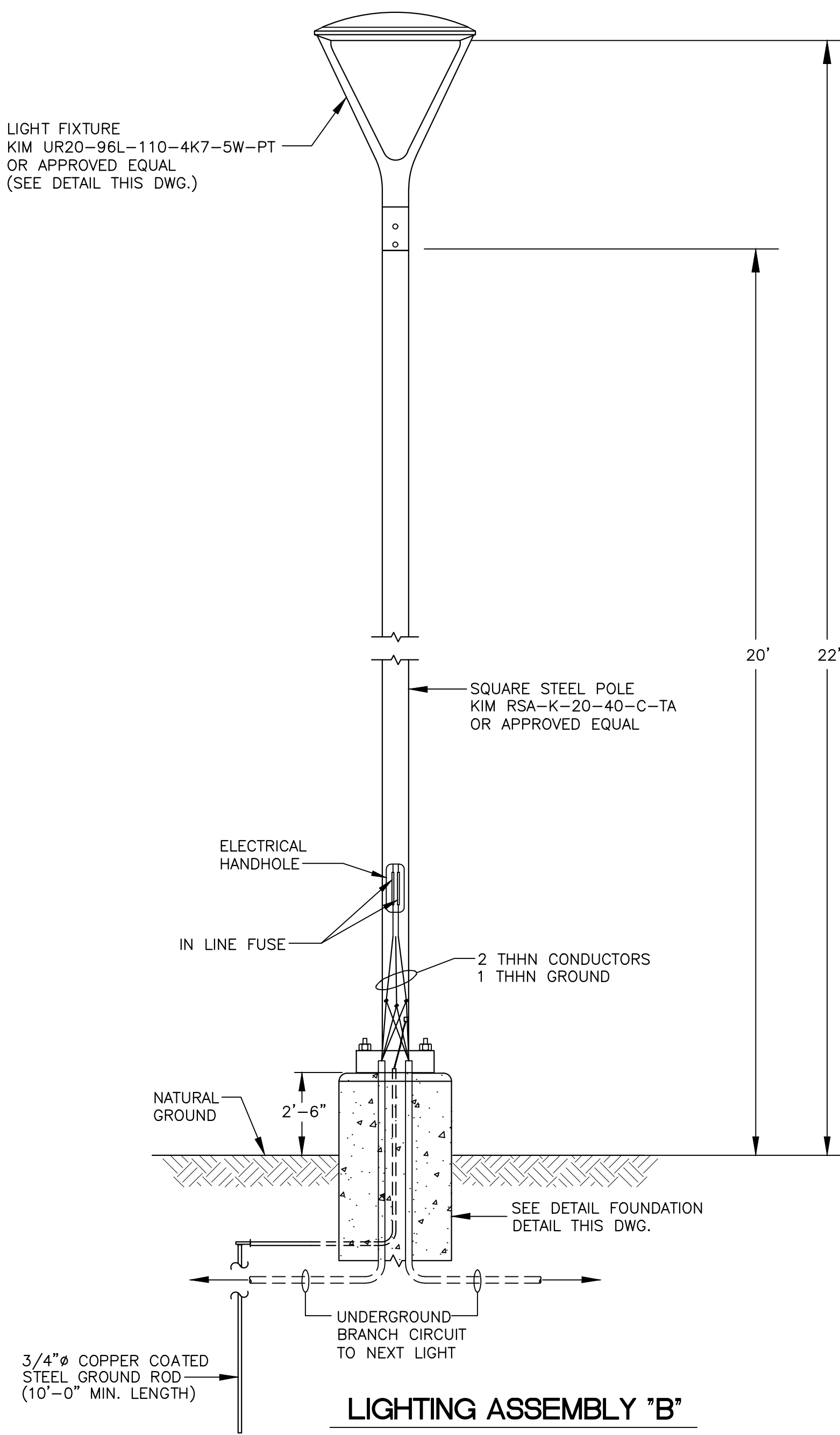
CONDUIT AND CONDUCTOR SCHEDULE	
①	1" C W/2#8,1#8 GRD
②	2" C W/PULL STRING

- NOTE:**
1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
 2. CONTRACTOR SHALL AVOID PLAYGROUND AREA AND SHALL TRENCH AROUND IT.

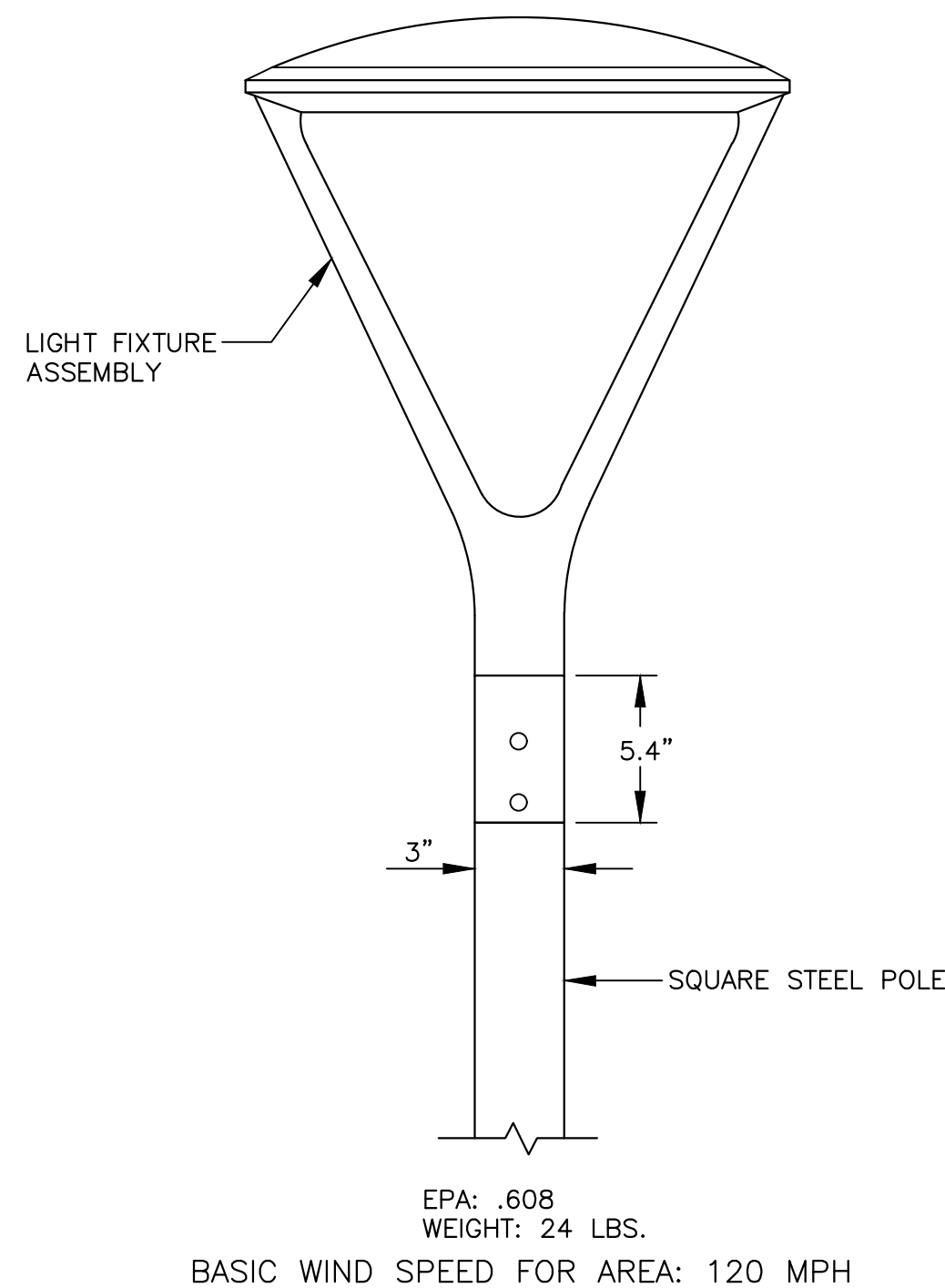
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		JAYCEE PARK PARKING IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY	 NEEL-SCHAFER Solutions you can build upon	LIGHTING PLAN C	
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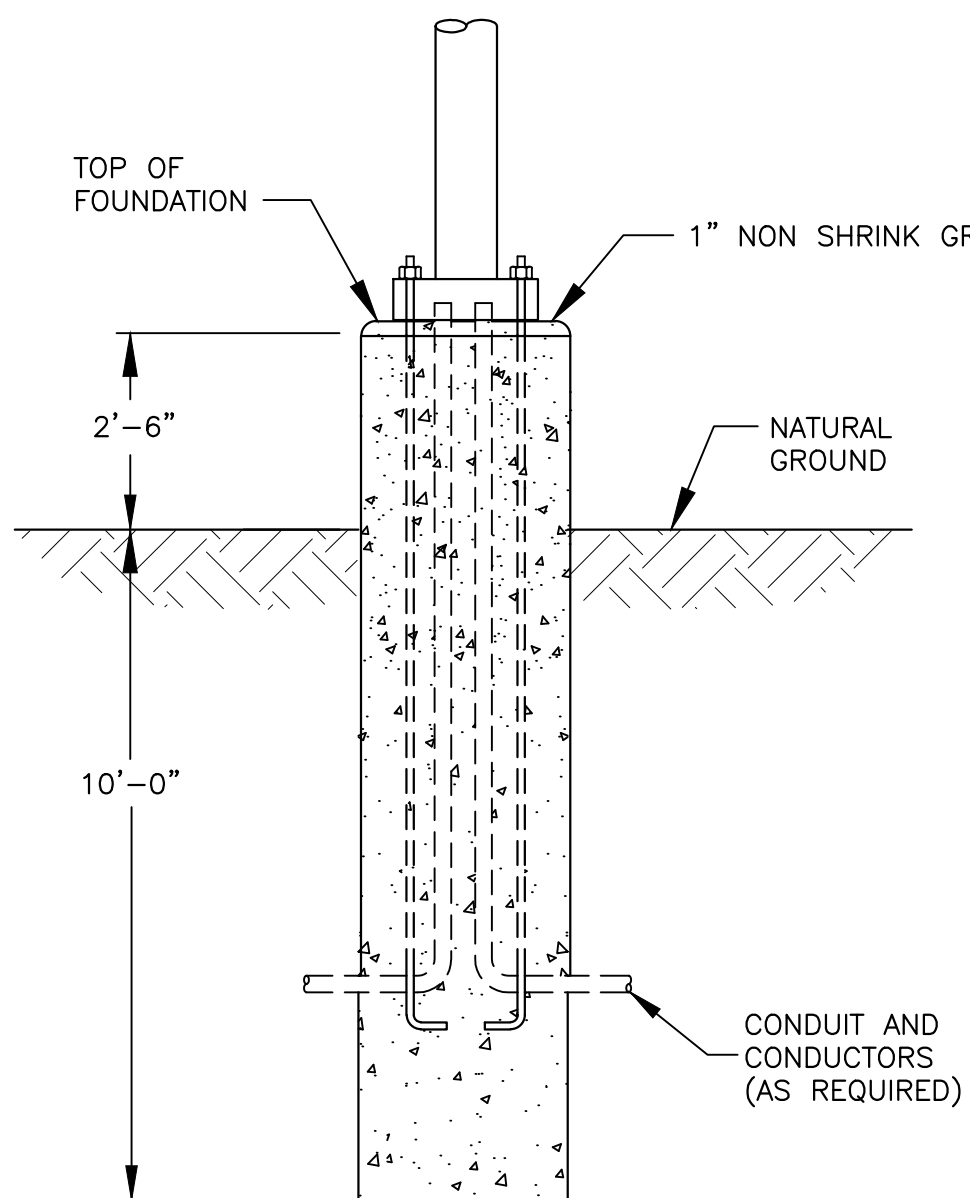
LIGHTING ASSEMBLY "A"
N.T.S.



LIGHTING ASSEMBLY "B"
N.T.S.



LUMINAIRE-LIGHTING ASSEMBLIES DETAIL
N.T.S.



TYPICAL FOUNDATION DETAILS
N.T.S.

SCHEDULE - FOUNDATION		
POLE DESIGNATION	TYPE	A
A	22-1-0-LED	10'

NOTES:

1. ALL CONCRETE SHALL DEVELOP AND BE A 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI.
2. UNLESS OTHERWISE NOTED, ALL DETAILING, FABRICATING STEEL SHALL BE GRADE 60, DEFORMED BARS, CONFORMING TO ASTM A15.

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				QA/QC:	DATE:

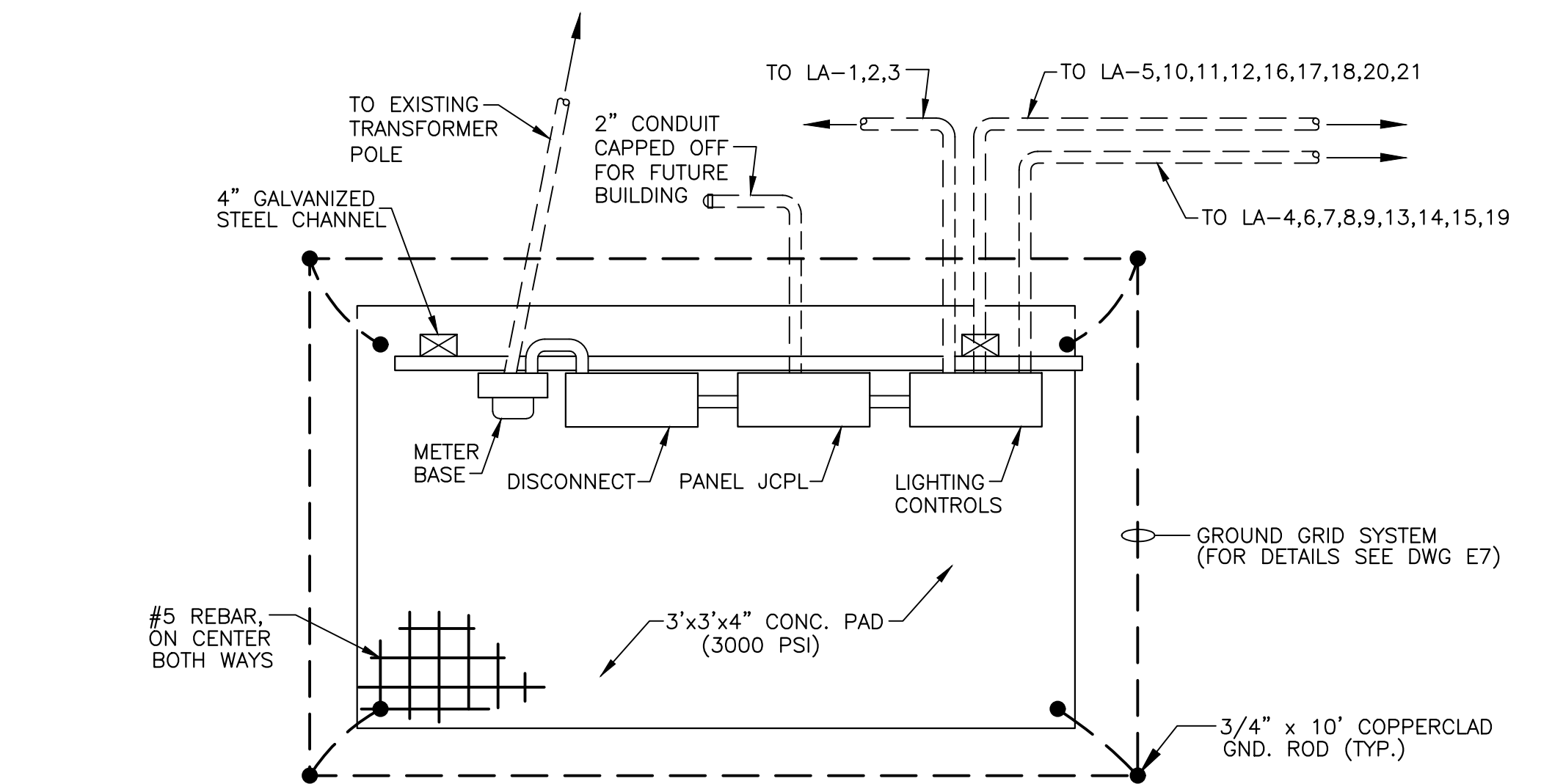
JAYCEE PARK
PARKING IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



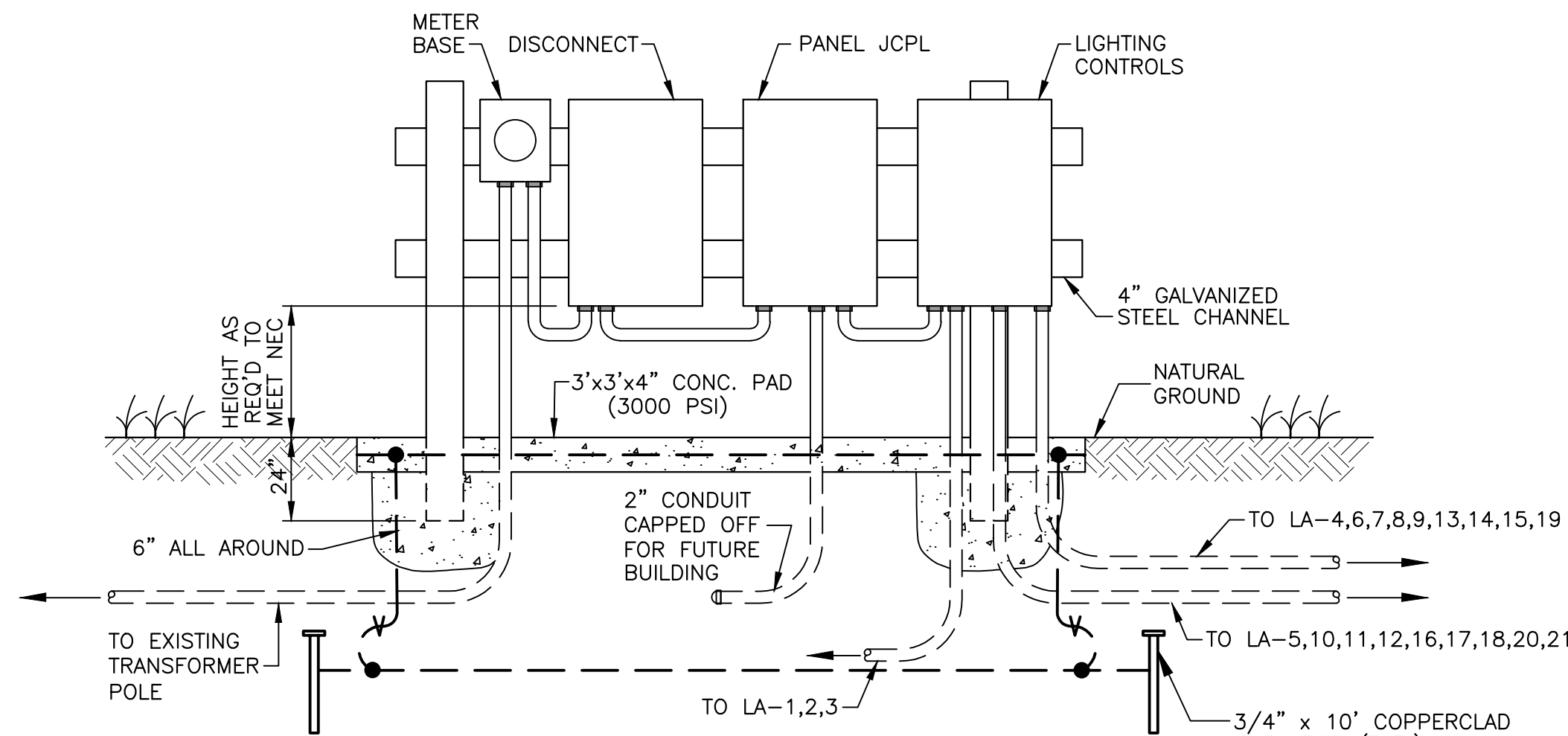
ELECTRICAL DETAILS I

WORKING NUMBER: ED-1	DRAWING NUMBER: E5
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PLAN

N.T.S.



SECTION

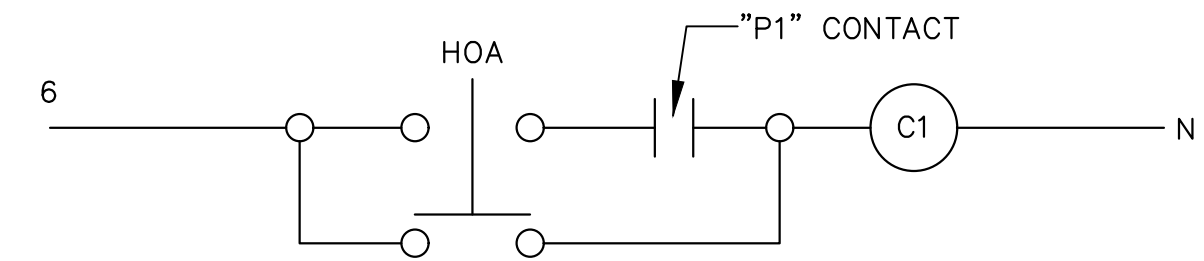
N.T.S.

PANEL JCPL STRUCTURE DETAIL

N.T.S.

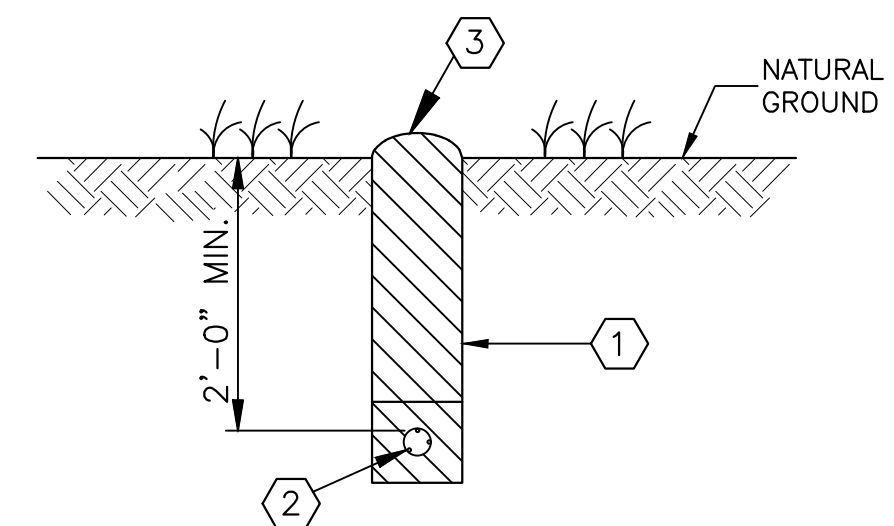
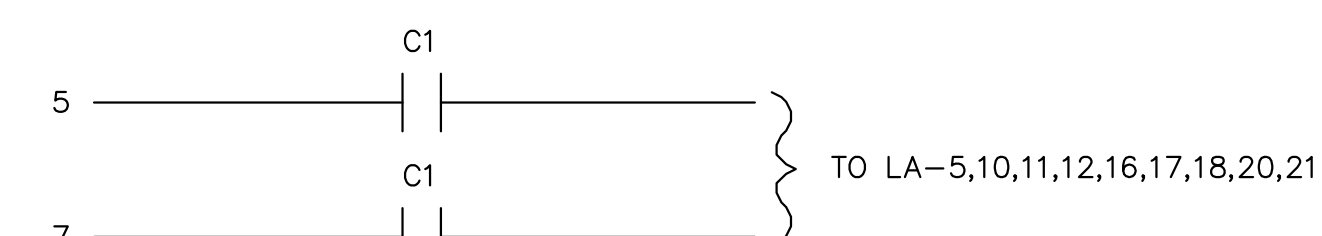
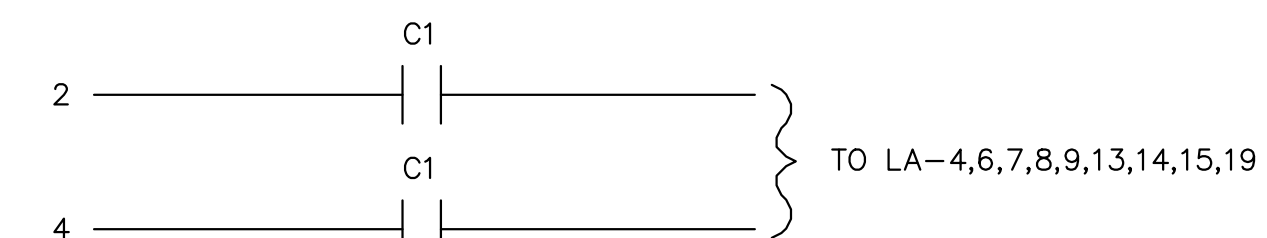
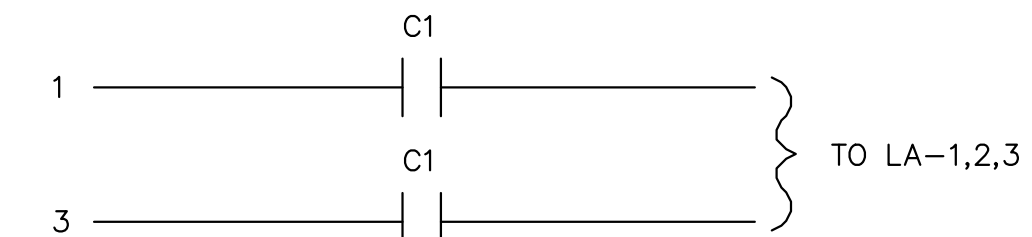
PANEL JCPL SCHEDULE

PANEL JCPL SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#8	20A/2P	LIGHTING LA-1 THRU LA-3	0.25	0.85			0.60	LIGHTING LA-4,6,7,8,9,13,14,15,19	20A/2P	#8	2
3	#8	-	-	0.25		0.85		0.60	-	-	#8	4
5	#8	20A/2P	LIGHTING LA-5,10,11,12,16,17,18,20,21	0.60	1.10			0.50	LIGHTING CONTROLS	20A/1P	#10	6
7	#8	-	-	0.60		0.60			FUTURE BUILDING	100A/2P	#2	8
9									-		#2	10
11												12
13												14
15												16
17												18
19												20
21												22
23												24
25												26
27												28
POWER PANEL JCPL LOCATED ON STRUCTURE			TOTAL KVA	1.95	1.45		SERVICE CHARACTERISTICS: 120/240V - 1 PHASE - 3 WIRE - 60 Hz. 200 AMP. MAIN BREAKER WITH 200 AMP. BUS PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	3.40								



LIGHTING CONTROL CIRCUIT

N.T.S.



CABLE TRENCHING DETAIL

N.T.S.

- ① FRIABLE MATERIAL AS APPROVED BY THE ENGINEER COMPACTED 6" LIFTS.
- ② TYPE THWN CABLE IN PVC CONDUIT.
- ③ PILE EXCESS 3" ABOVE GRADE FOR SETTLING OR AS DIRECTED BY ENGINEER.
- ④ 1' MIN. CLEARANCE CROSSING DRAINAGE PIPE.

NOTICE TO DRAWING HOLDER

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JAYCEE PARK
PARKING IMPROVEMENTS

CITY OF HATTIESBUG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

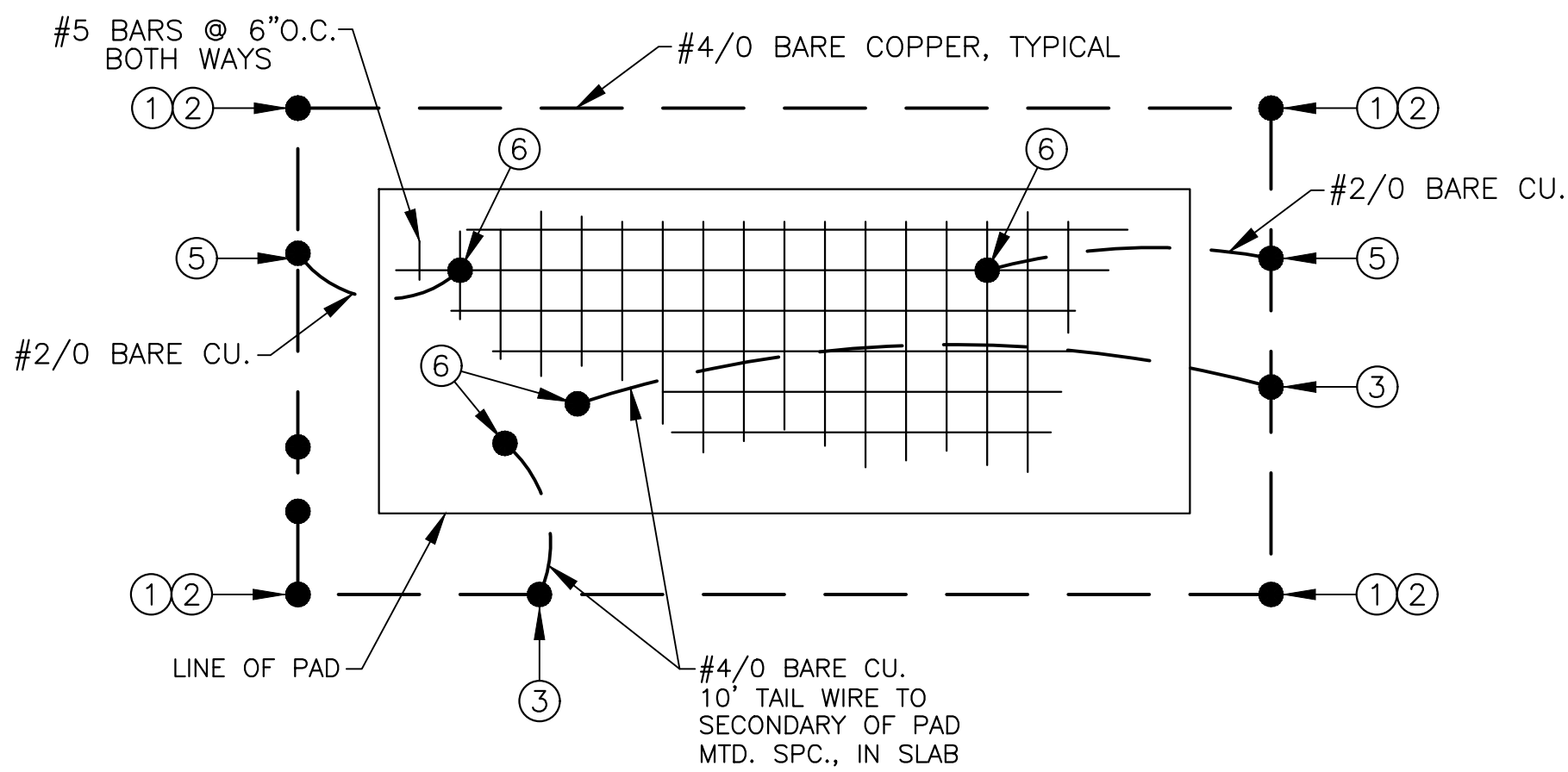


ELECTRICAL DETAILS II

WORKING NUMBER:
ED-2

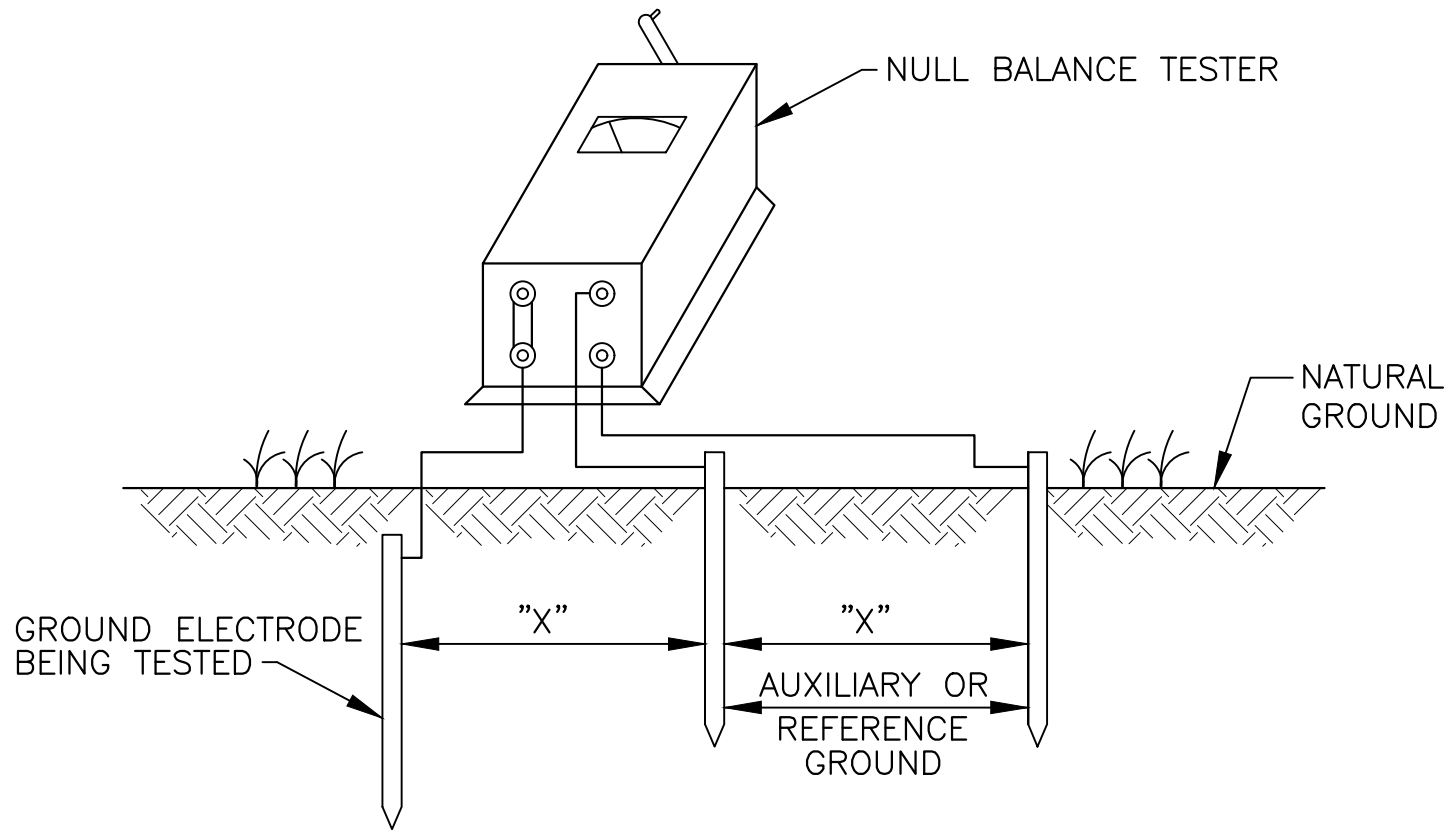
DRAWING NUMBER:
E6

SCHEDULE GROUND GRID SYSTEM				
ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-----	-----	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
③	#4/0 CABLE #4/0 CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
④	#4/0 CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
⑤	#4/0 CABLE TO 2/0 CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
⑥	#2/0 CABLE TO #5Ø REIN. BAR	ERICO "CADWELD"	RDM-5329	W/ #115 WELD METAL



DISTRIBUTION SYSTEM
GROUND GRID DETAIL

N.T.S.
(TYPICAL FOR PANEL JCPL STRUCTURE PAD)



NOTES:

- DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
- ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
- THIS TEST IS TO BE PREFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

GROUND TEST DETAIL

N.T.S.

I:\projects\codefiles\17080\000 - Jaycee park lighting parking lot\17080_elec-det-3.dwg

NOTICE TO DRAWING HOLDER

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				QA/QC:	DATE:

JAYCEE PARK
PARKING IMPROVEMENTS

CITY OF HATTIESBUG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



GROUND GRID AND
DETAILS

WORKING NUMBER:
GGD-1

DRAWING NUMBER:
E7

I:\projects\jcs\files\17080.000 - Jaycee park lighting parking.tbl\17080 - elec-est-qty.dwg

ESTIMATED QUANTITIES - LIGHTING																		
LIGHTING ASSEMBLY	LOW MAST TYPE			LAMP WATTS	IES TYPE	POLE LENGTH (FT)	CIRCUIT NUMBER	NUMBER OF LUMINAIRES	FOUNDATION CONC. C. Y.			UNGD. BRANCH CKT. AWG #8, FT.				2" CW/PULL STRING	2" CW/PULL STRING (JACKED OR BORED)	
	A	B							24" DIA			3#8						
LA-1	1			135	III	20	1,3	1	1.16			72						
LA-2	1			135	III	20	1,3	1	1.16			72						
LA-3	1			135	III	20	1,3	1	1.16			41						
LA-4		1		110	V	20	2,4	1	1.16			35						
LA-5	1			135	III	20	5,7	1	1.16			96						
LA-6		1		110	V	20	2,4	1	1.16			77						
LA-7		1		110	V	20	2,4	1	1.16			71						
LA-8		1		110	V	20	2,4	1	1.16			70						
LA-9		1		110	V	20	2,4	1	1.16			74						
LA-10		1		110	V	20	5,7	1	1.16			90						
LA-11		1		110	V	20	5,7	1	1.16			94						
LA-12		1		110	V	20	5,7	1	1.16			74						
LA-13	1			135	III	20	2,4	1	1.16			65						
LA-14	1			135	III	20	2,4	1	1.16			75						
LA-15	1			135	III	20	2,4	1	1.16			70						
LA-16		1		110	V	20	5,7	1	1.16			67						
LA-17	1			135	III	20	5,7	1	1.16			55						
LA-18	1			135	III	20	5,7	1	1.16			78						
LA-19	1			135	III	20	2,4	1	1.16			90						
LA-20	1			135	III	20	5,7	1	1.16			58						
LA-21	1			135	III	20	5,7	1	1.16			77						
METER BASE															20	50		
TOTAL	12	9							24.36			1501			20	50		

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JAYCEE PARK
PARKING IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

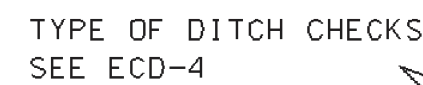


ESTIMATED
QUANTITIES-LIGHTING

WORKING NUMBER:
EQL-1

DRAWING NUMBER:
E8

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



FOR STABILIZED CONSTRUCTION
ENTRANCE,

— DIVERSION BERM
(SEE NOTE 4)

SILT FENCE AT
TOE OF SLOPE
SEE ECD-3

"J-HOOK" CONFIGURATION
SILT FENCE. (SEE NOTE 1
THIS SHEET AND ECD-3)

-SILT FENCE AT CULVERTS
SEE ECD-2

— WATERCOURSE CROSSING
THE PROJECT SITE
(SEE ECD-16 FOR
TEMPORARY STREAM CROSSING)

EROSION CONTROL
VEGETATION OR
OTHER COVER

FLOW

MATERIAL STOCKPILE

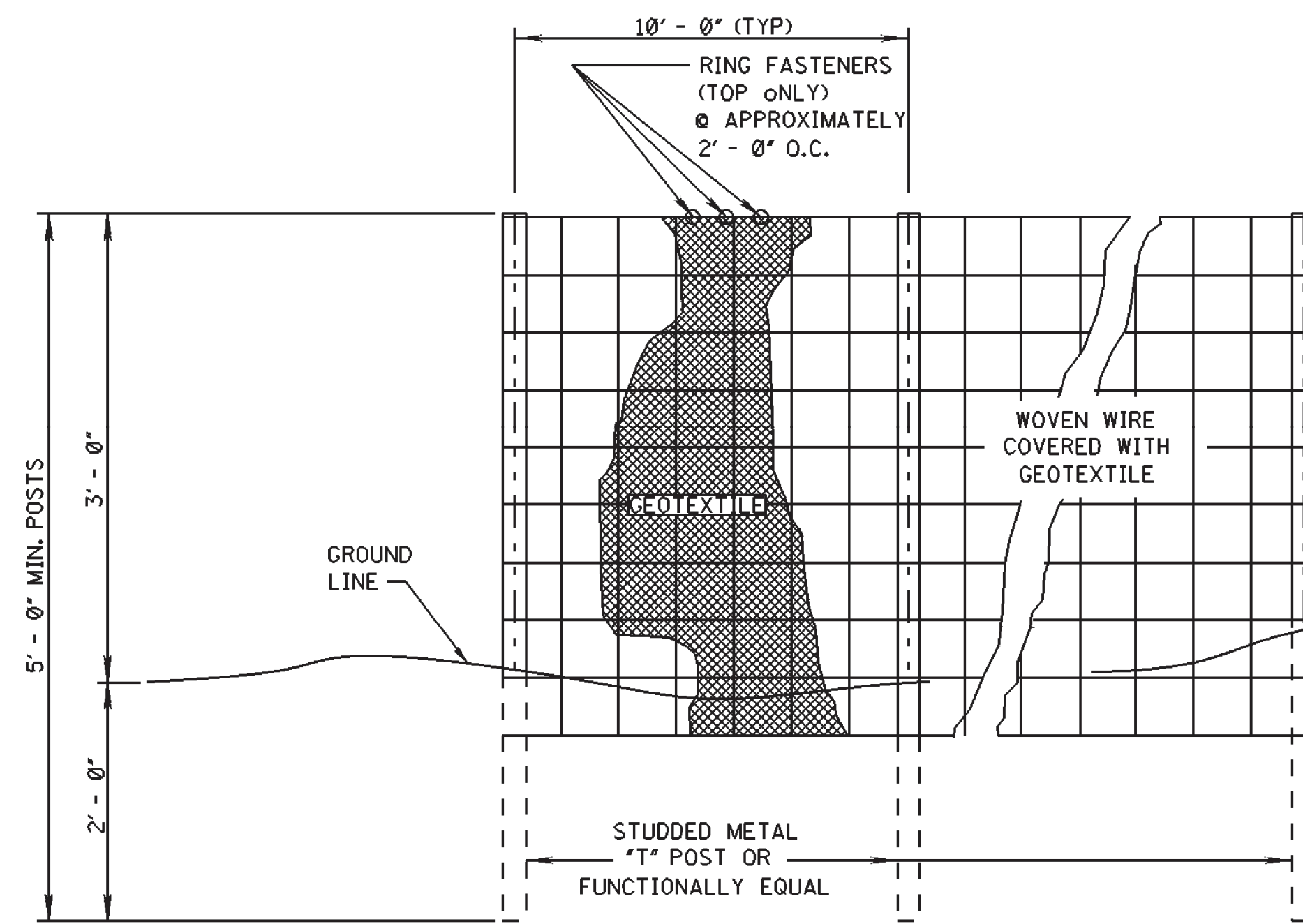
SEDIMENT BARRIER

ABUTMENT SLOPE TOE BERM
SEE NOTE 6.

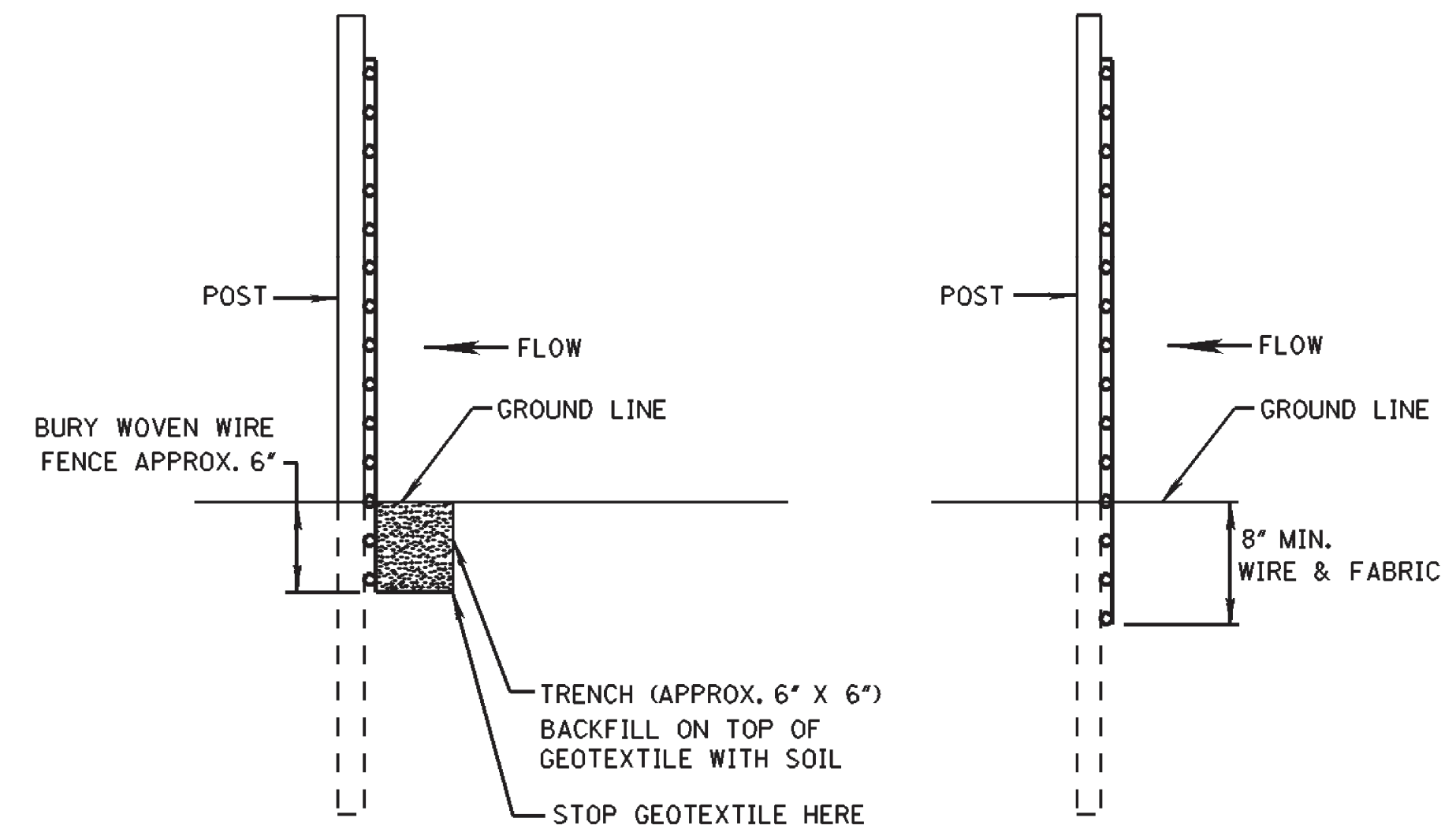
FOR TURBIDITY CURTAIN
SEE ECD-19

FOR TEMPORARY STREAM
CROSSING SEE ECD-16-

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	
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					DRWN: GPC	DATE: 6/2022
					CHKD:	DATE:
					QA/QC:	DATE:
JAYCEE PARK PARKING IMPROVEMENTS CITY OF HATTIESBUG HATTIESBURG, MISSISSIPPI FORREST COUNTY						
 NEEL-SCHAFFER Solutions you can build upon TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS						
WORKING NUMBER: ECD-1 DRAWING NUMBER: 6101						



ELEVATION VIEW

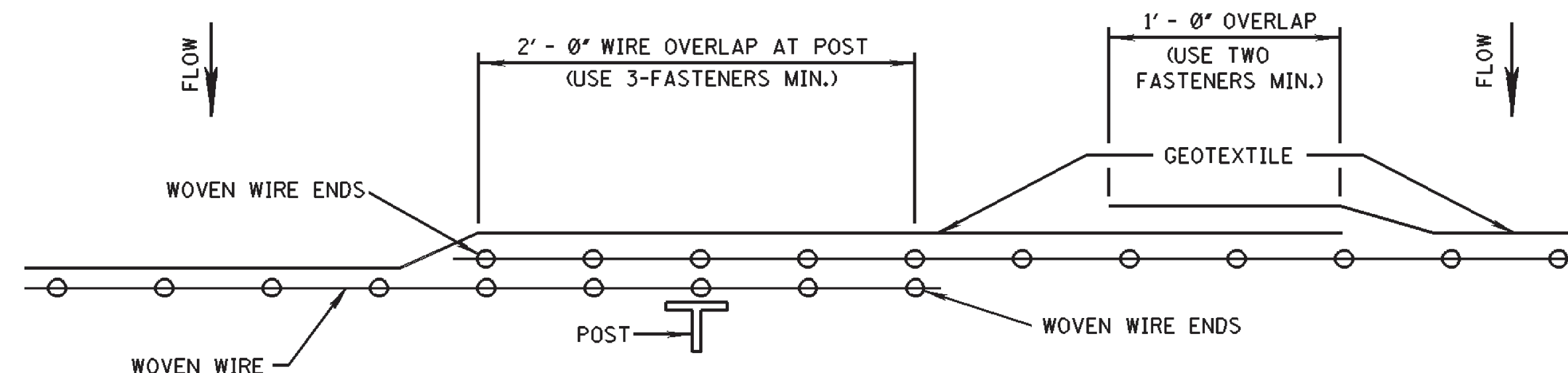


METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND 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 THE DETAIL.
 7. WIRE SHALL BE 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.



PLAN VIEW

REQUIRED LAPPING

NOTICE TO DRAWING HOLDER

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			QA/QC: DATE:	

JAYCEE PARK
PARKING IMPROVEMENTS

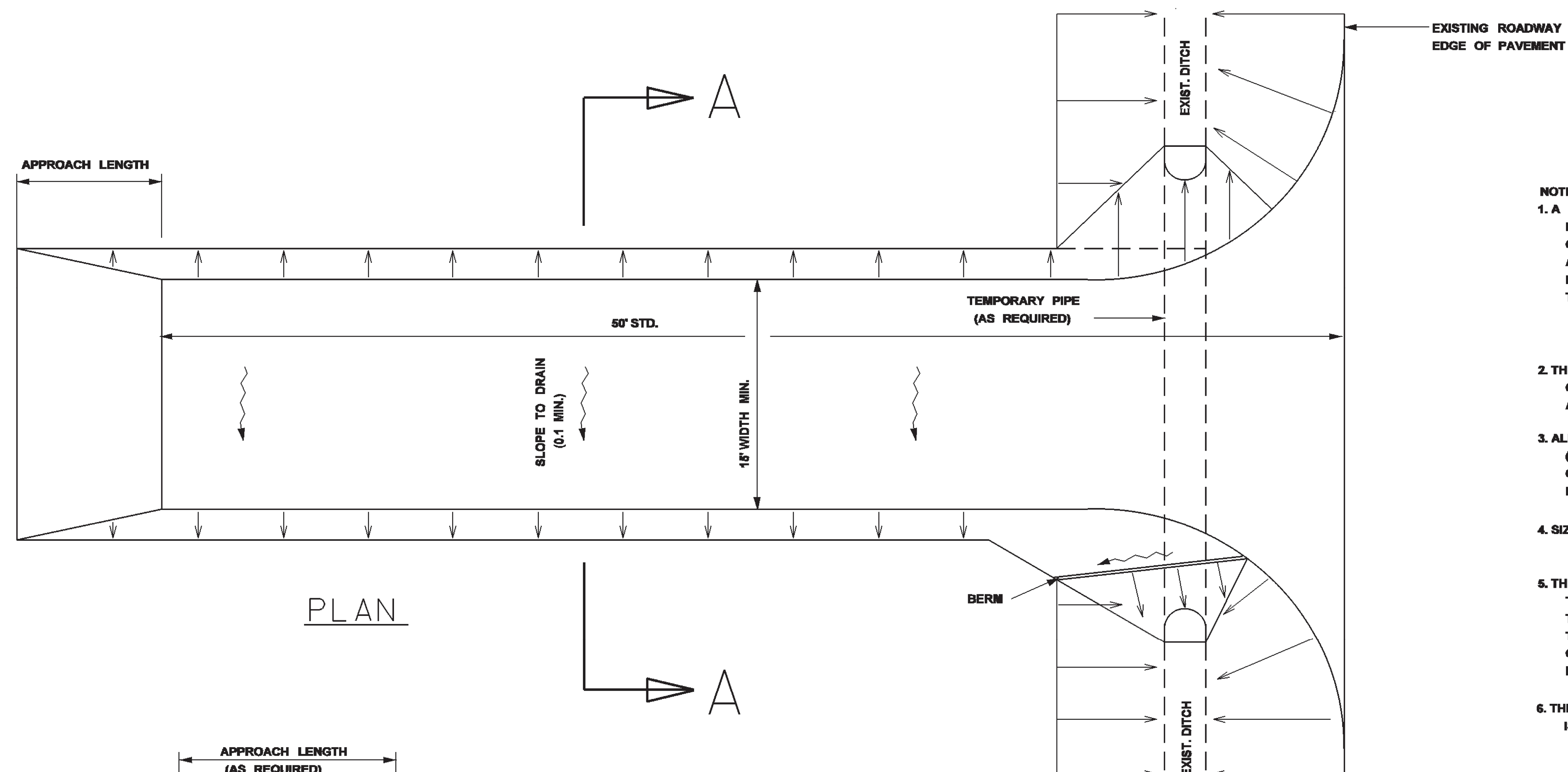
CITY OF HATTIESBUG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



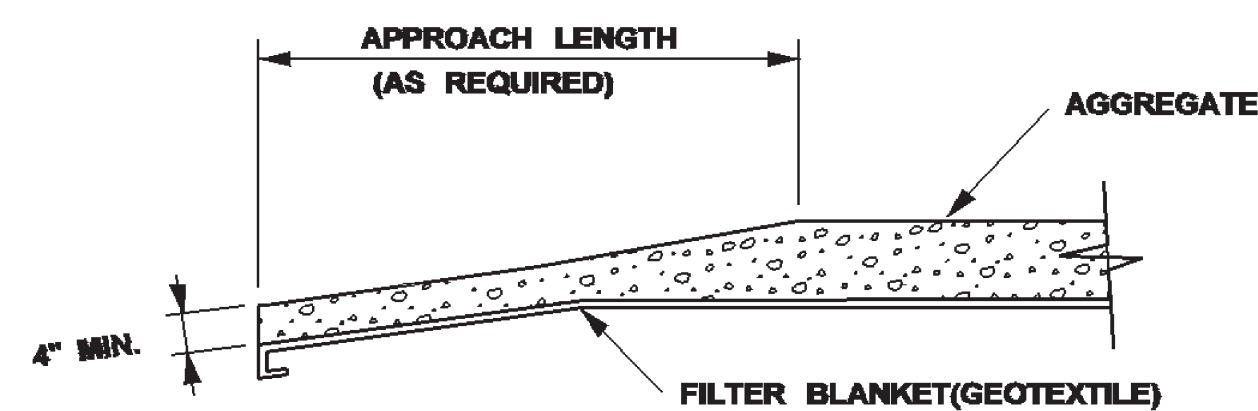
DETAILS OF SILT FENCE
INSTALLATION

WORKING NUMBER:
ECD-3

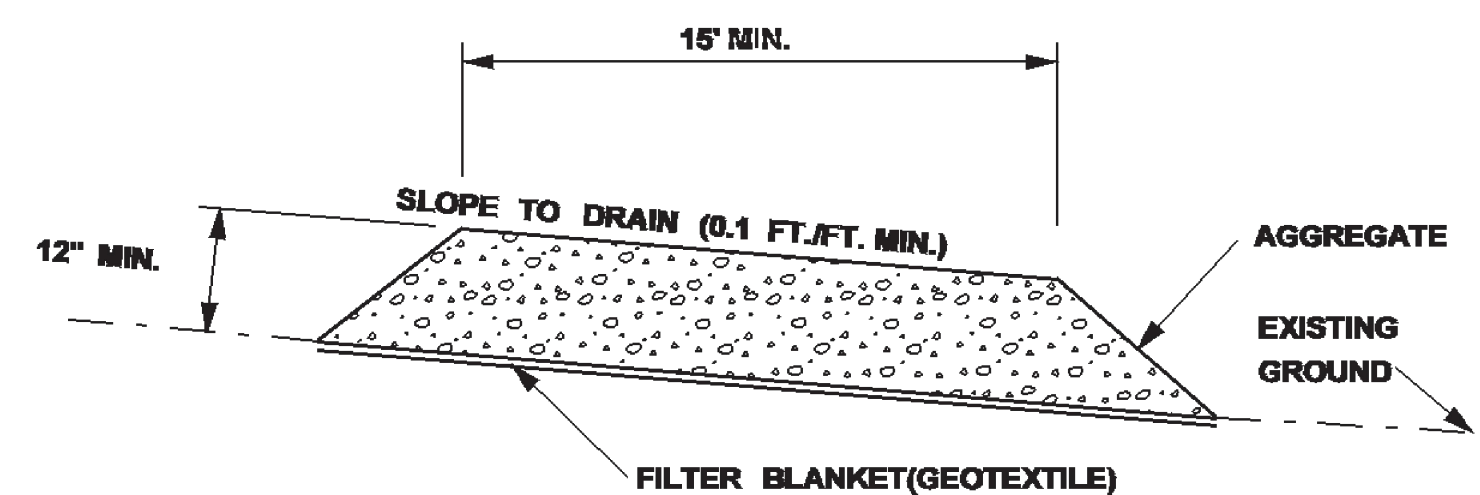
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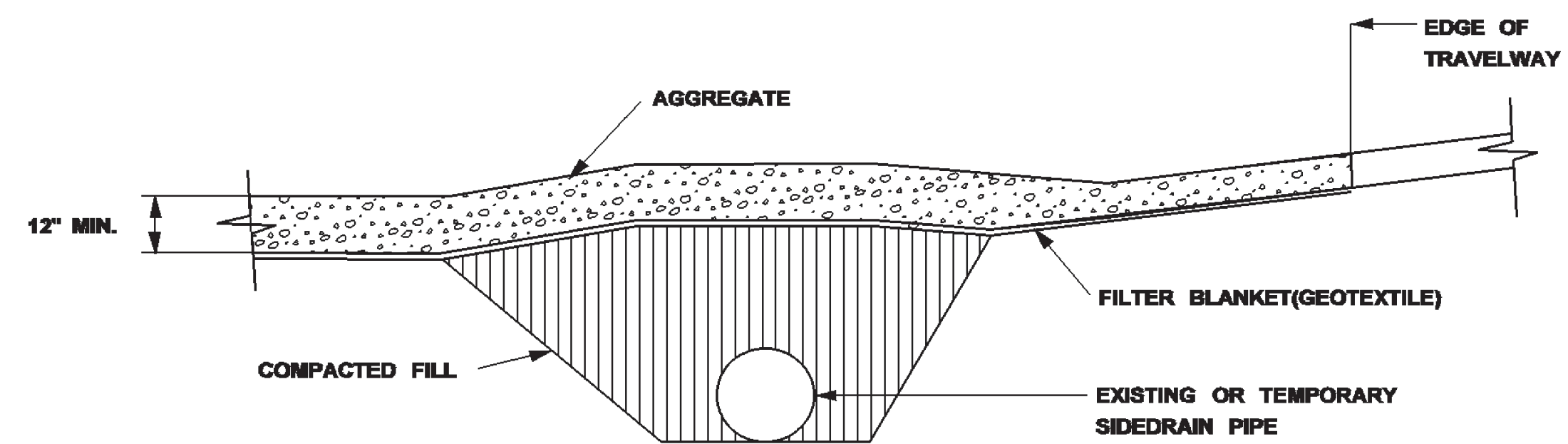
PLAN



TRANSITION DETAIL



SECTION A-A



RURAL CONNECTION DETAIL

NOTES:

1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE PROJECT SHALL BE DIRECTED THRU THE STABILIZED ENTRANCE. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED ENTRANCE.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO IT'S USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STABILIZED CONSTRUCTION ENTRANCE AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. SIZE 1 STABILIZER AGGREGATE SHALL BE USED
5. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM IT'S FUNCTION TO PREVENT OFFSITE TRACKING. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE RINSED WHEN NECESSARY TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STABILIZED ENTRANCE MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
6. THE NOMINAL SIZE OF A STANDARD STABILIZED CONSTRUCTION ENTRANCE IS 15' X 50' UNLESS OTHERWISE SHOWN IN THE EROSION CONTROL PLAN

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JAYCEE PARK
PARKING IMPROVEMENTS

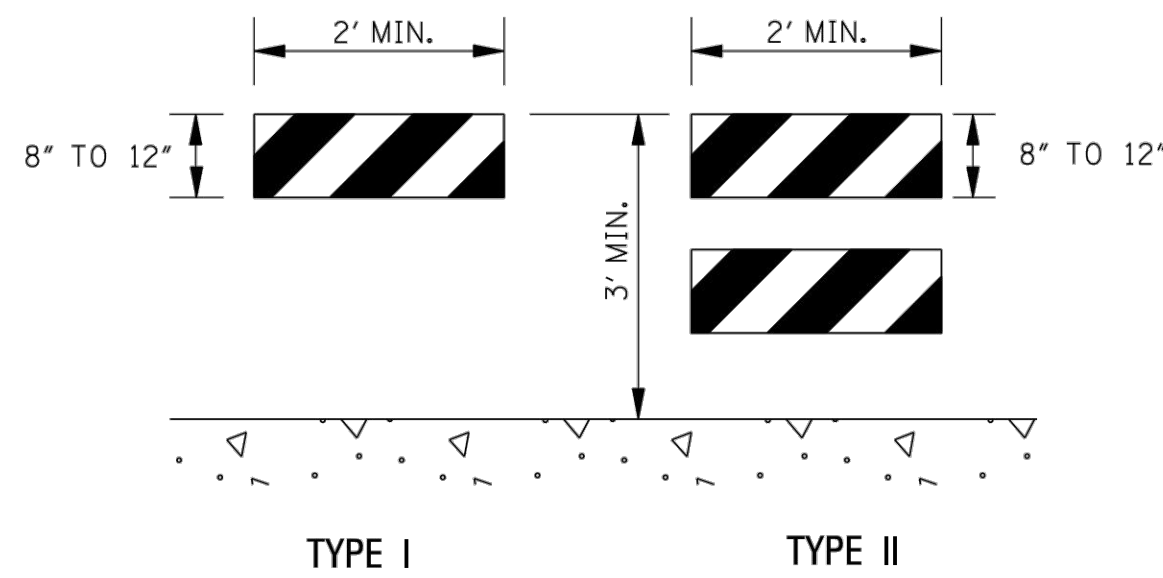
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FORREST COUNTY



STABILIZED CONSTRUCTION
ENTRANCE

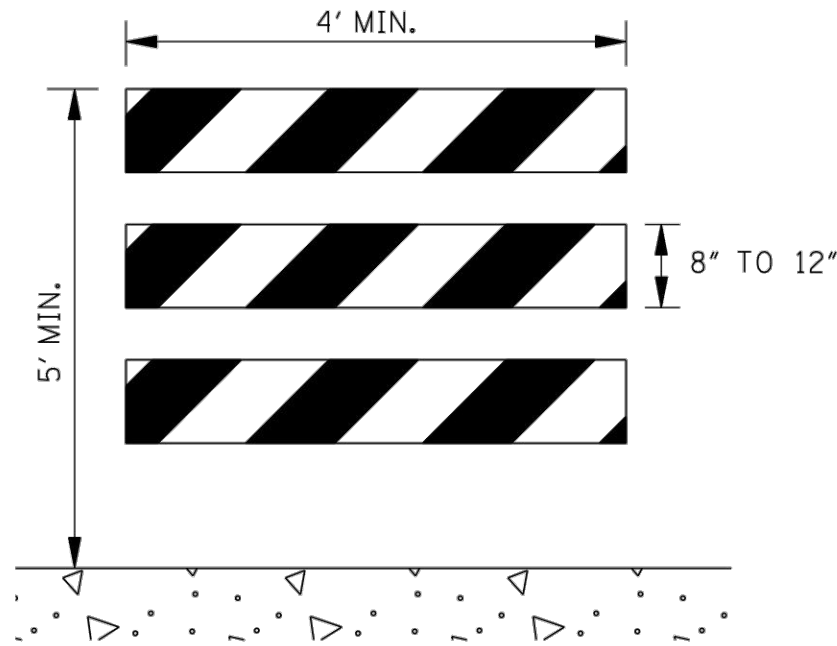
WORKING NUMBER:
ECD-15

DRAWING NUMBER:
6115



TYPE I

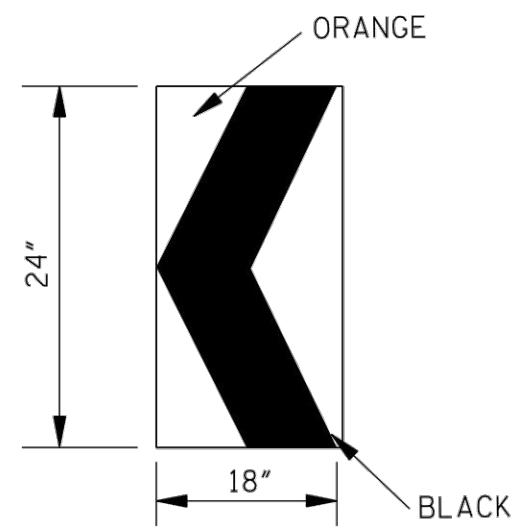
TYPE II



TYPE III

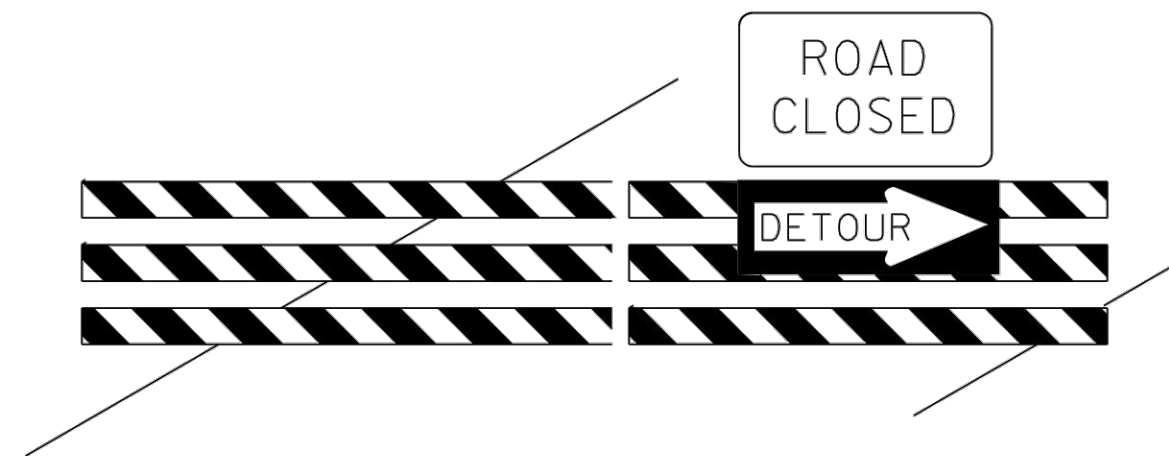
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATEGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy/guide/road_hardware/cat2.cfm



CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



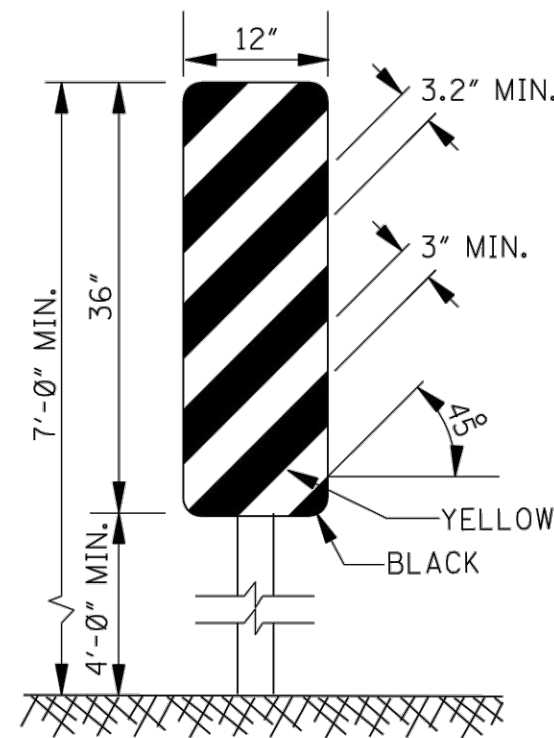
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

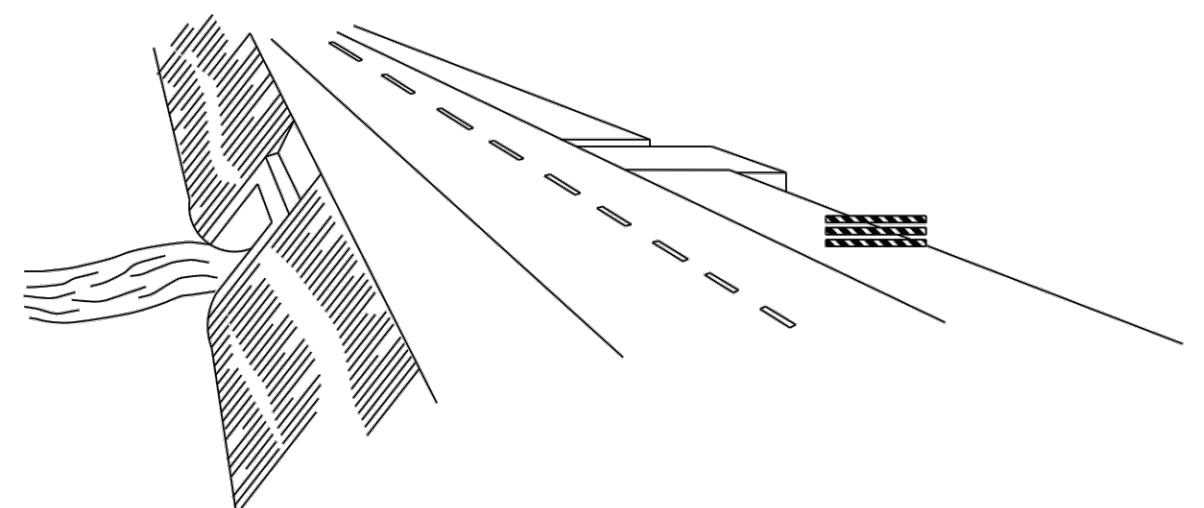
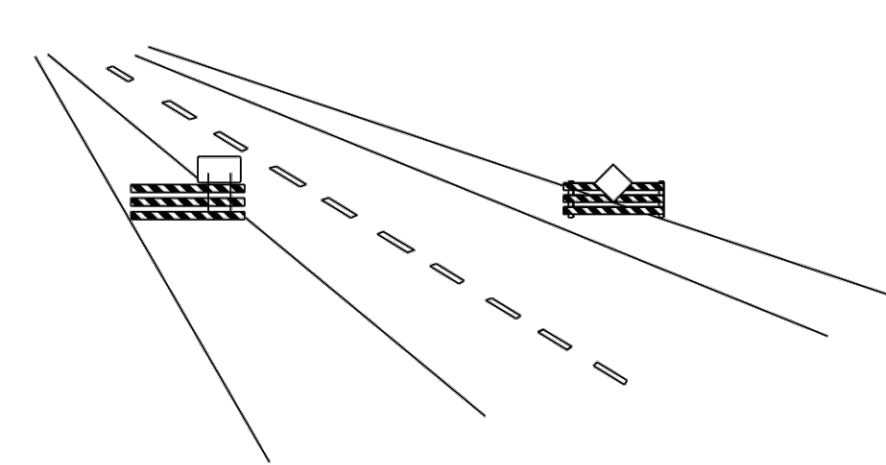
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



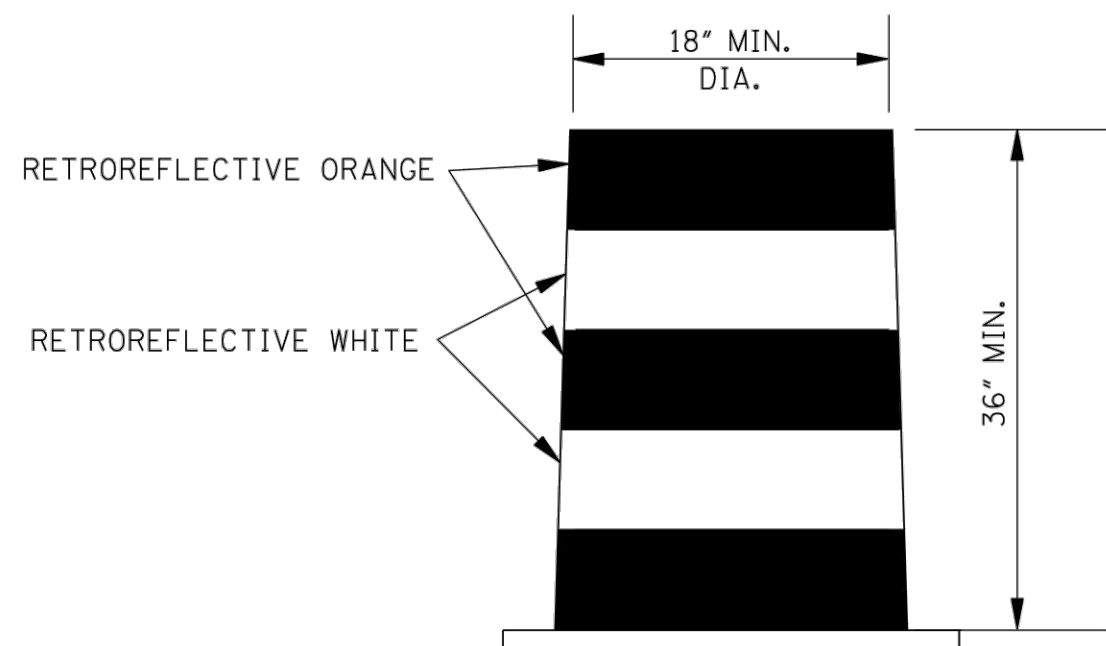
TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

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JAYCEE PARK PARKING IMPROVEMENTS

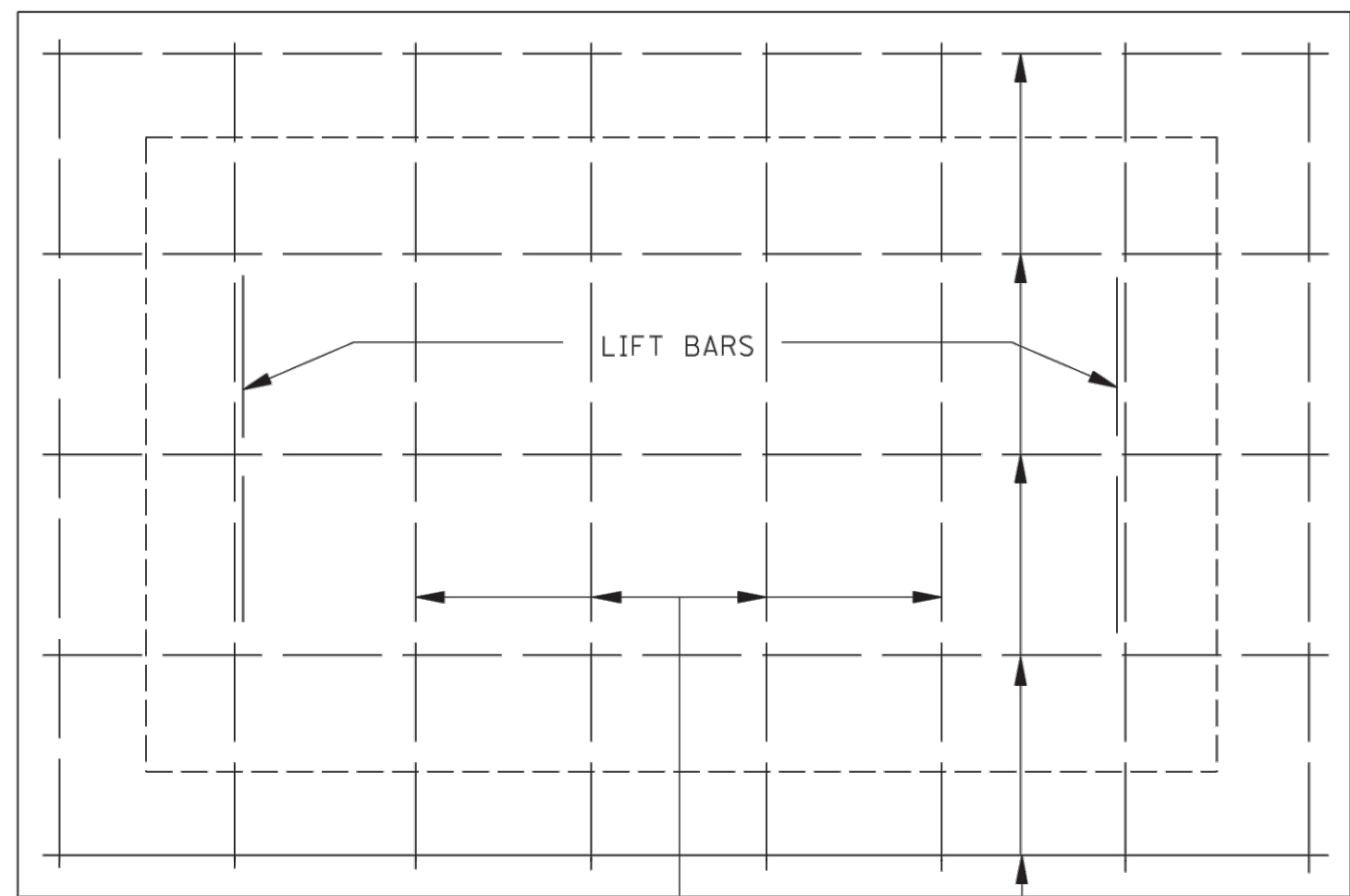
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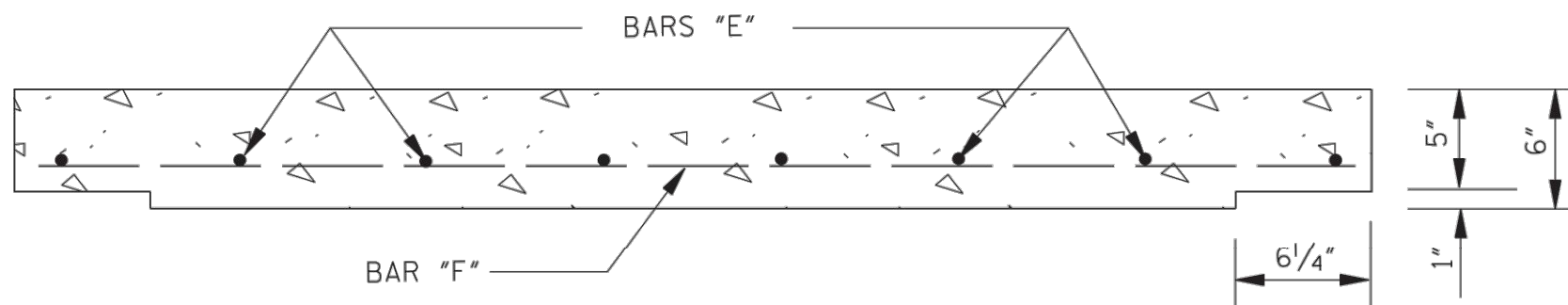
HIGHWAY SIGN AND BARRICADE DETAILS

WORKING NUMBER:
TCP-8

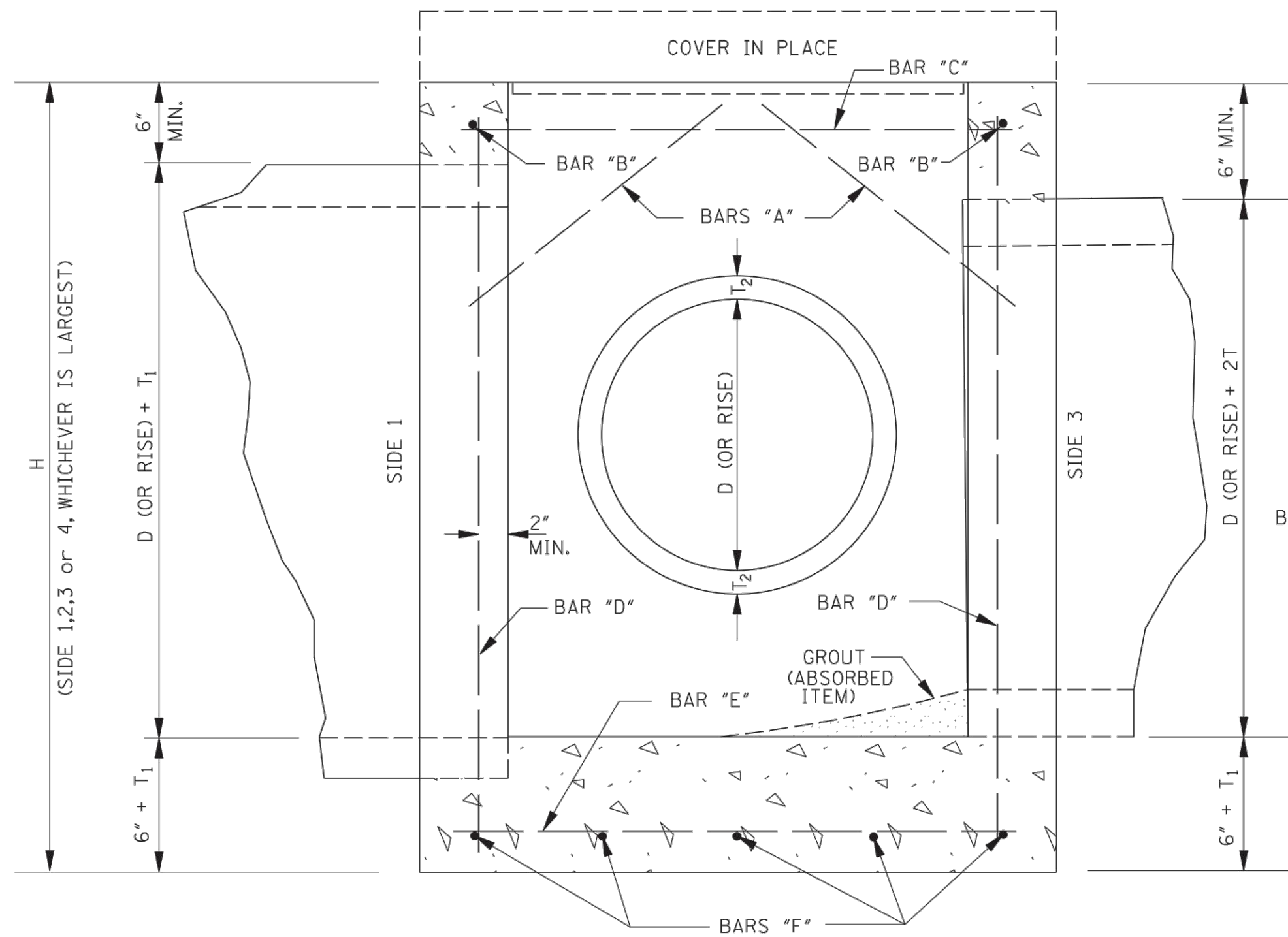
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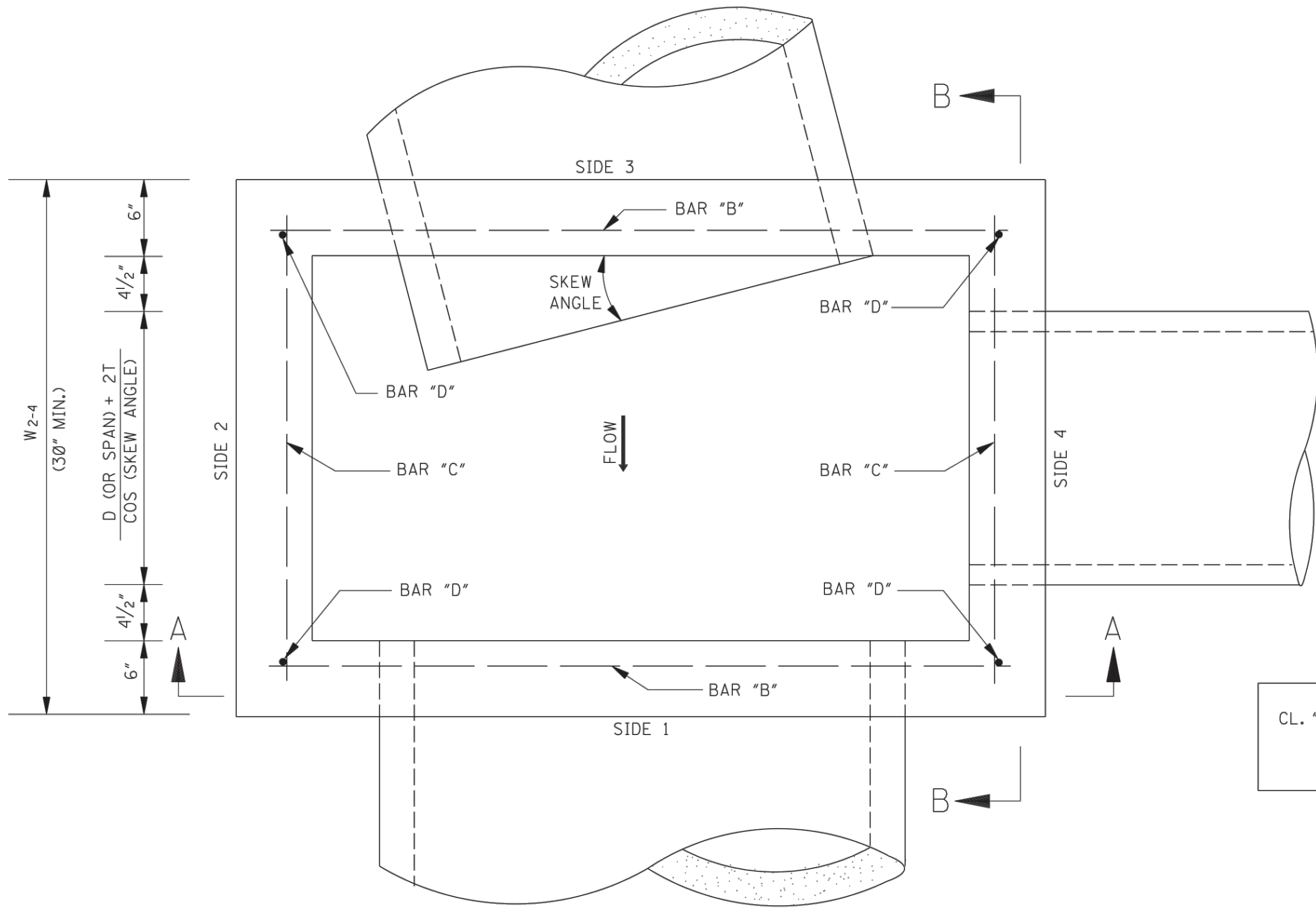
PLAN OF COVER



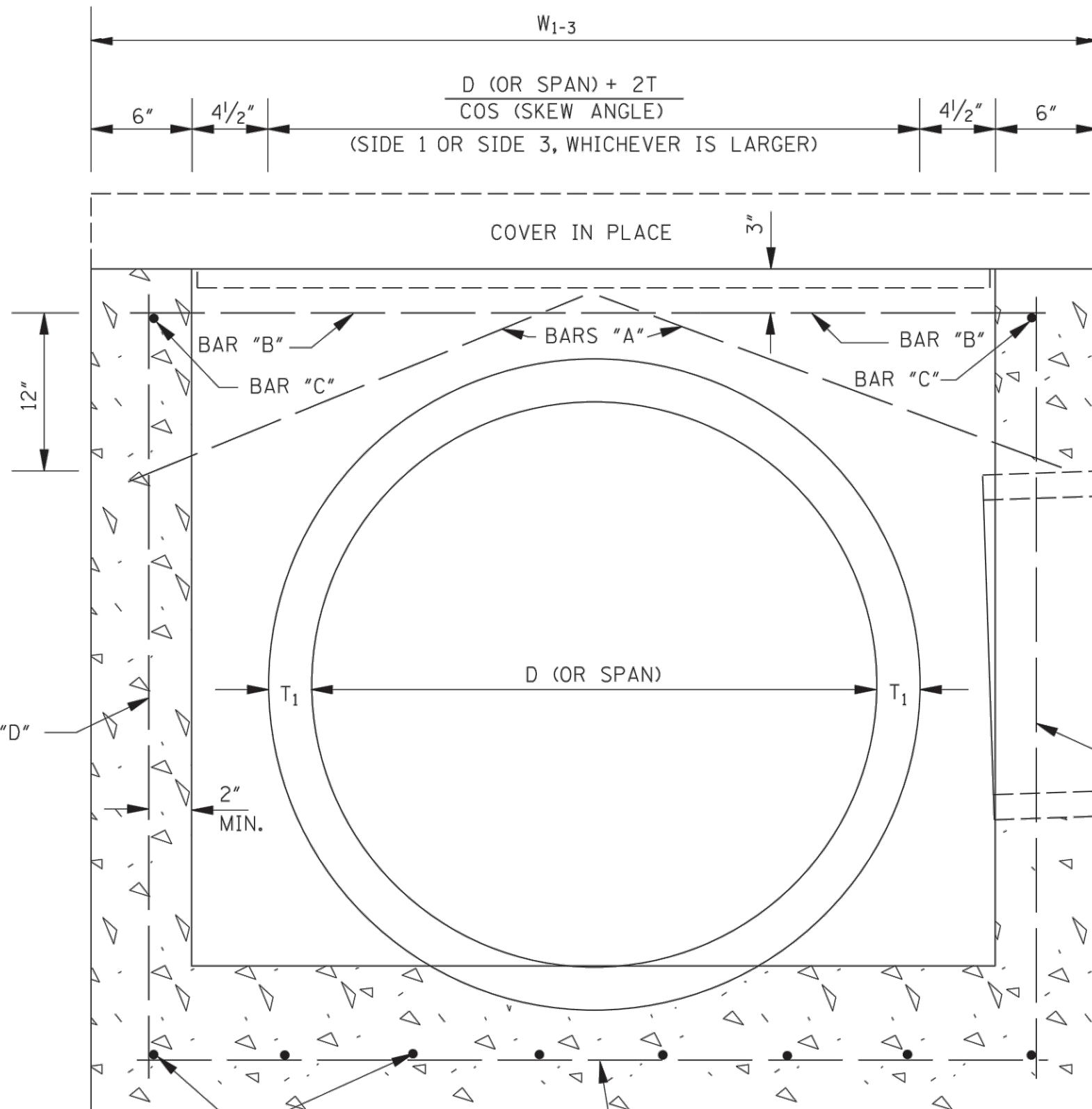
ELEVATION OF COVER



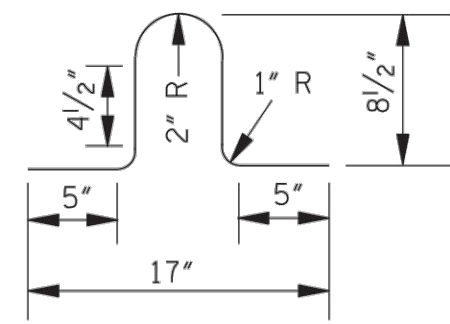
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196 + \left(\frac{W^*}{2} + 2\right)^2}$
B	#4	2	$W_{1-3} - 6"$
C	#4	2	$W_{2-4} - 6"$
D	#4	4	$H - 6"$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9"} \right)^{**} + 1 \right]$	$W_{2-4} - 4"$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9"} \right)^{**} + 1 \right]$	$W_{1-3} - 4"$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 12.5"W₂₋₄ - 12.5") + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 12"[H - (T₁ + 6")][W₁₋₃ - 12"] + W₂₋₄

COMMON PIPE SIZE					
CIRCULAR PIPE			ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)	PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2 1/2"	0.053	22" x 13"	2 1/2"	0.053
24"	3"	0.091	29" x 18"	3"	0.087
30"	3 1/2"	0.138	36" x 23"	3 1/2"	0.129
36"	4"	0.196	44" x 27"	4"	0.185
42"	4 1/2"	0.263	51" x 31"	4 1/2"	0.245
48"	5"	0.340	58" x 36"	5"	0.318
54"	5 1/2"	0.427	65" x 40"	5 1/2"	0.394
60"	6"	0.524	73" x 45"	6"	0.489
66"	6 1/2"	0.630			
72"	7"	0.747			

- GENERAL NOTES:
- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
 - QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
 - CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
 - SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
 - IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

JAYCEE PARK
PARKING IMPROVEMENTS

CITY OF HATTIESBUG
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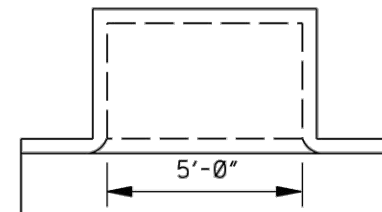
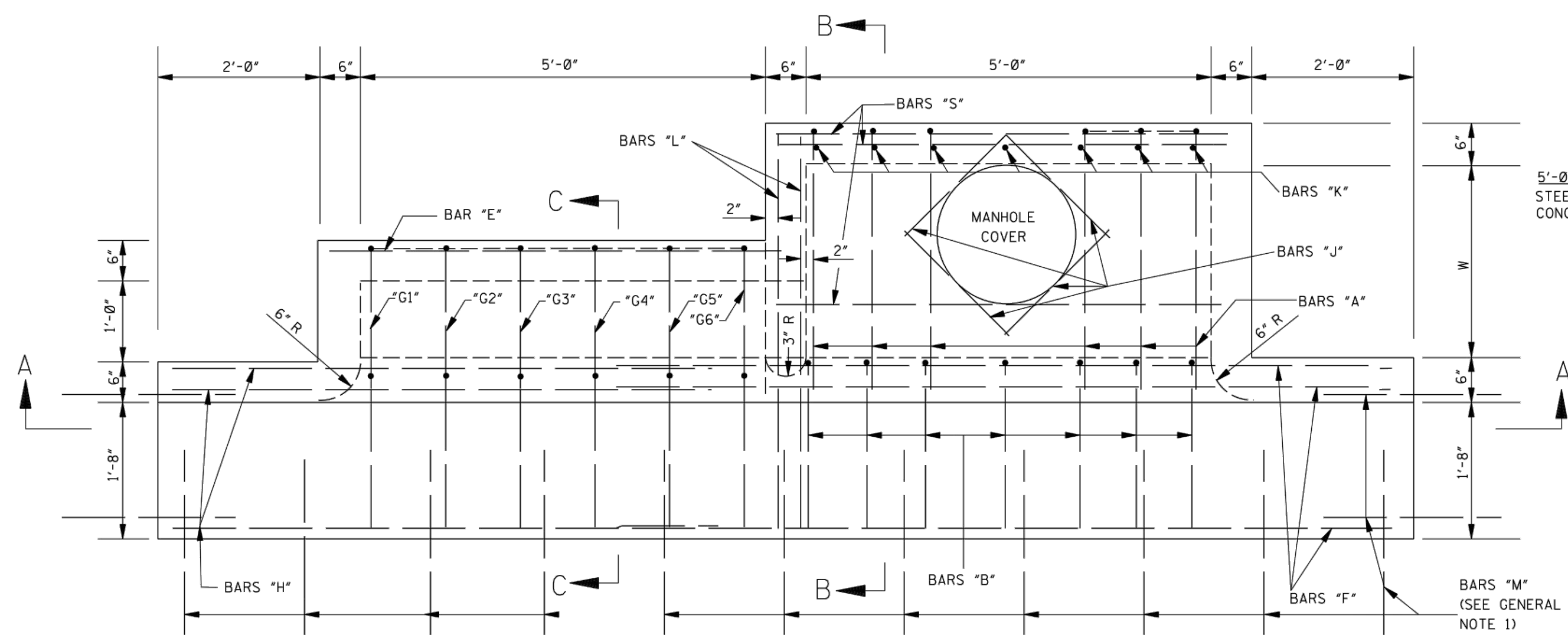
JUNCTION BOX FOR PIPE
CULVERTS

WORKING NUMBER:
JB-1

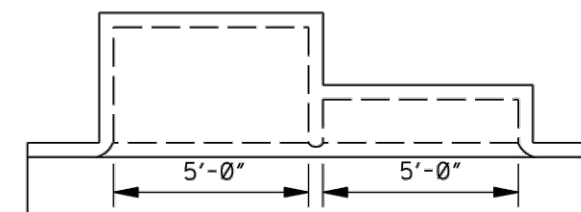
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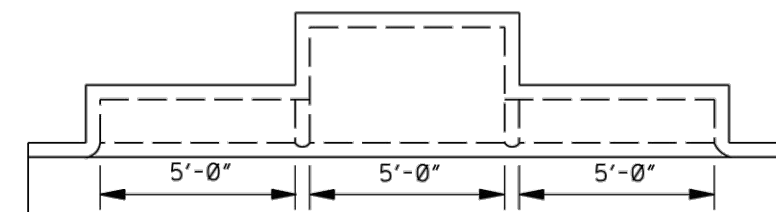
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5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27



10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27



15'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 341
CONC. = (WY + 5.5W + 6Y + 62.671)/27

- 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.

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'-0"	0.333
3'-6"	0.352
4'-0"	0.371
4'-6"	0.389
5'-0"	0.408
5'-6"	0.426
6'-0"	0.445
6'-6"	0.463
7'-0"	0.481
	0.500

BAR	SIZE	LENGTH	SPACING	NUMBER	TWEIGHT
"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 yd³

[NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 LBS OF STEEL FOR BARS "M".

BAR "G" SCHEDULE	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"

W=2'-6"			BILL OF REINFORCING STEEL FOR 1'-5'-0" INLET																	
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"	* TOTAL STEEL	TOTAL CONC.										
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd3				
3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3'-10"	7	18	220	1.99			
4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4'-4"	7	20	219	2.15			
4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4'-10"	7	23	217	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	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	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	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	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	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	3.25

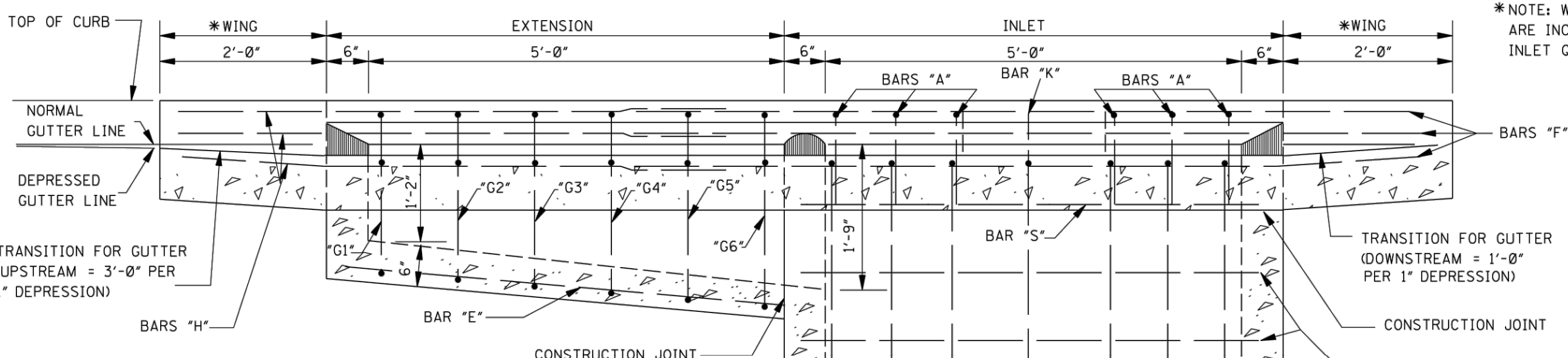
W=3'-0"		BILL OF REINFORCING STEEL FOR 1'-5'-0" INLET														* TOTAL		TOTAL CONC.		
H	BAR "A" L = 4'-8" #4 @ 9"		BAR "C" L = 6'-2" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		* TOTAL			
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.			NO.	lbs
3'-6"	6	19	7	29	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15
4'-0"	6	19	7	29	5	19	7	26	5	73	4	6	4'-4"	7	20	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	2.45
5'-0"	6	19	7	29	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.69
5'-6"	6	19	7	29	5	19	9	34	5	73	4	6	5'-10"	7	27	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	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	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	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	3.49

W=3'-6"			BILL OF REINFORCING STEEL FOR 1'-5'-0" INLET																			
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"		* TOTAL STEEL	TOTAL CONC.
	NO.	lbs		NO.	lbs		NO.	lbs		NO.	lbs		NO.	lbs		LGTH.	NO.	lbs	LGTH.	NO.	lbs	
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2	3'-1"	7	12	202	2.31	
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-4"	7	20	3	2'-7"	7	14	214	2.49	
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3	3'-1"	7	17	219	2.66	
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4	4'-7"	7	19	231	2.84	
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4	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	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	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	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	6'-7"	7	31	270	3.72	

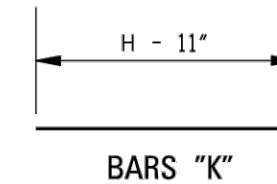
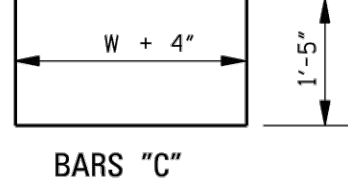
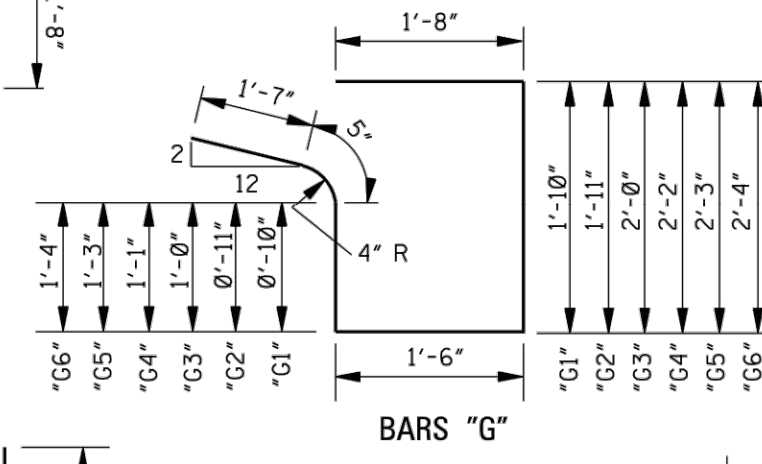
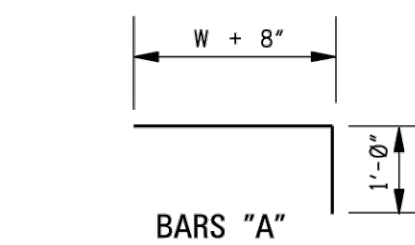
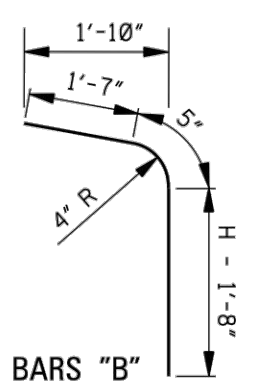
* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 LBS OF STEEL FOR BARS "M".

GENERAL NOTES:

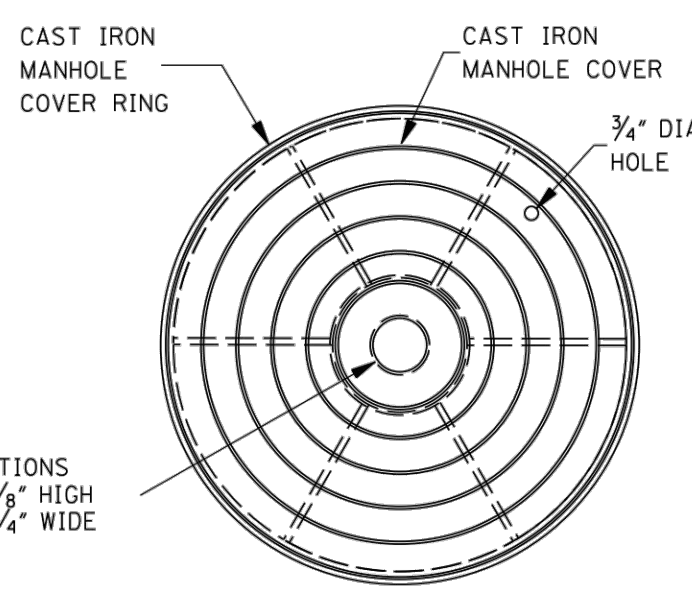
- WHERE INLET OR INLET WITH EXTENSIONS IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS. THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSIONS. #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 EXTENSIONS. THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSIONS 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 EXTENSIONS.
- 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.
- 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.
- FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
- WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.



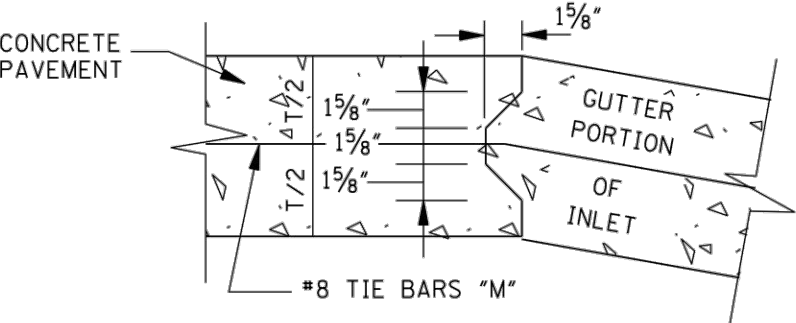
* NOTE: WING QUANTITIES ARE INCLUDED IN INLET QUANTITIES.



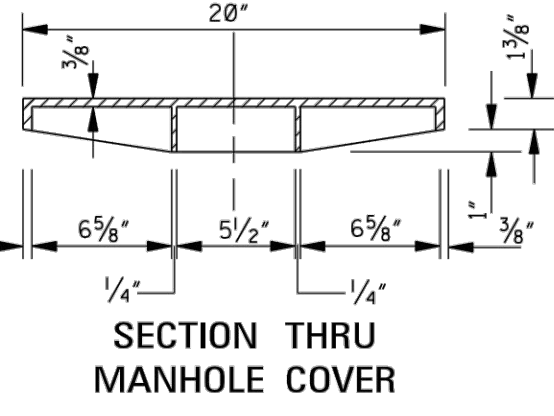
BAR DETAILS



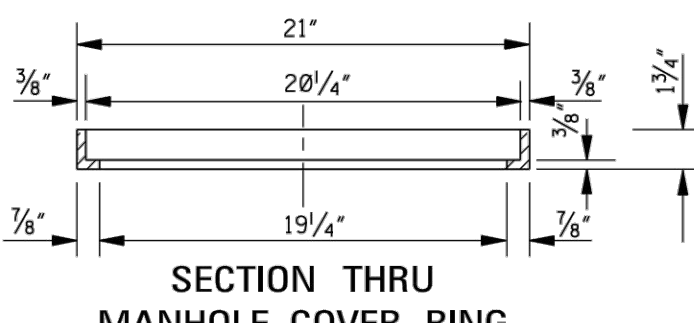
PLAN



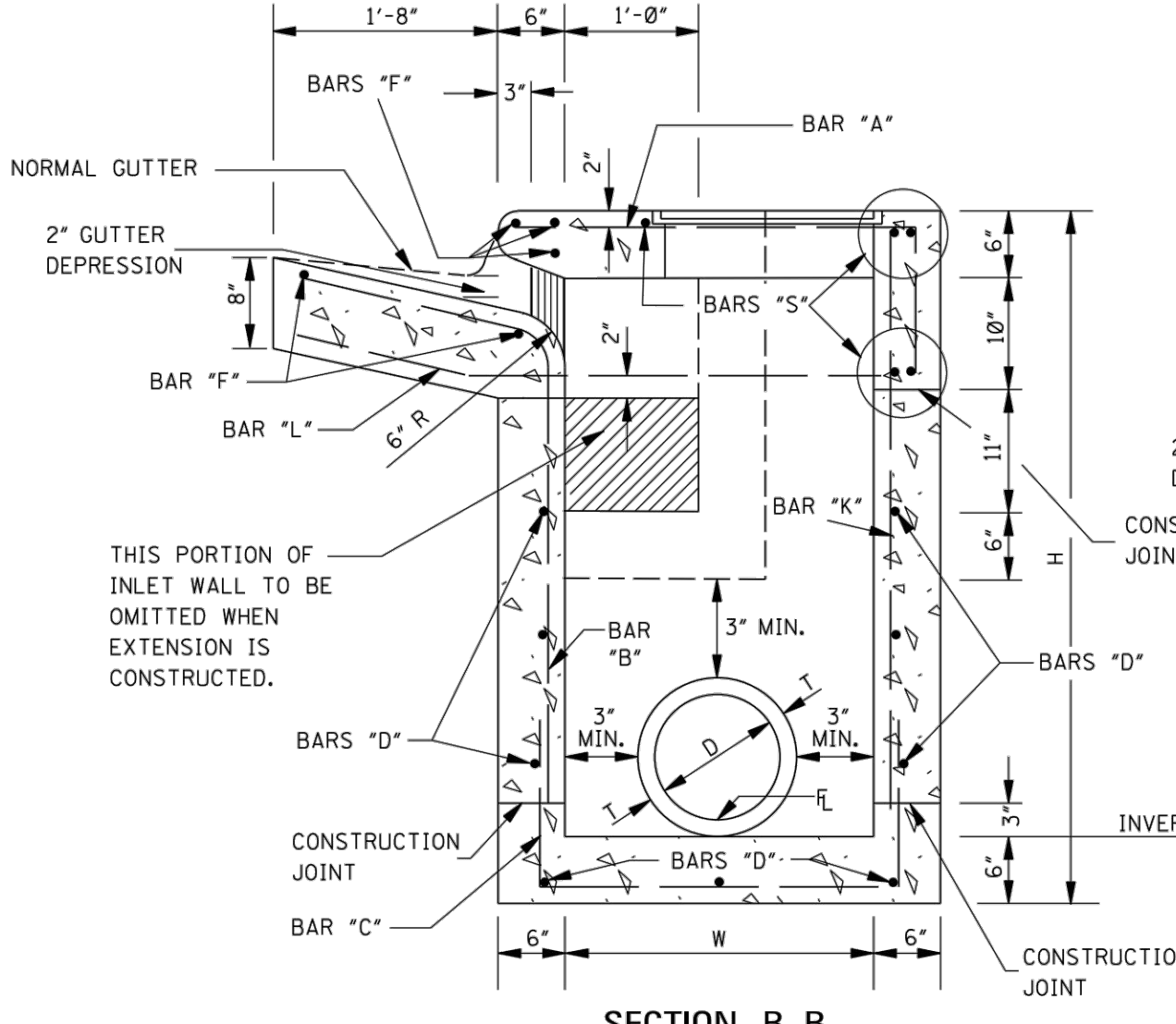
NOTE: FIELD BEND BARS "L" TO CENTER OF GUTTER SECTION



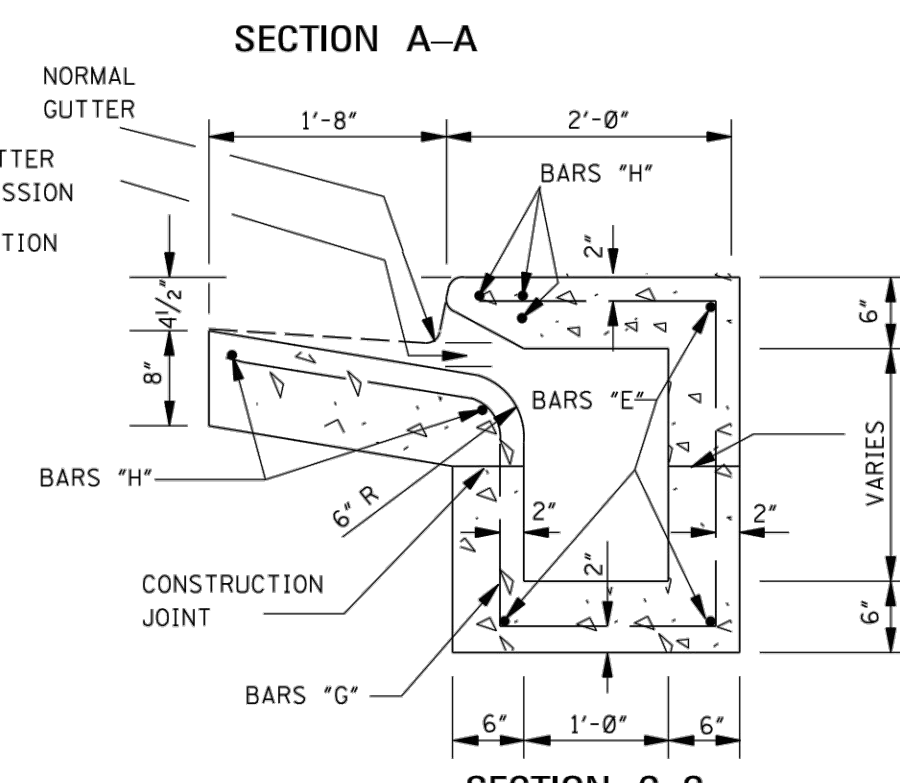
SECTION THRU MANHOLE COVER



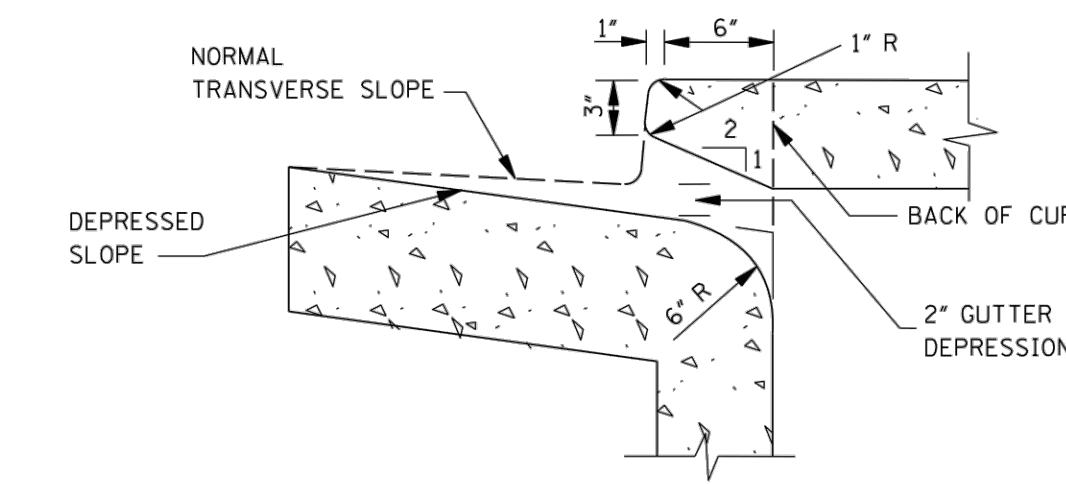
NOTE: WEIGHT OF RING & COVER = 79 lbs



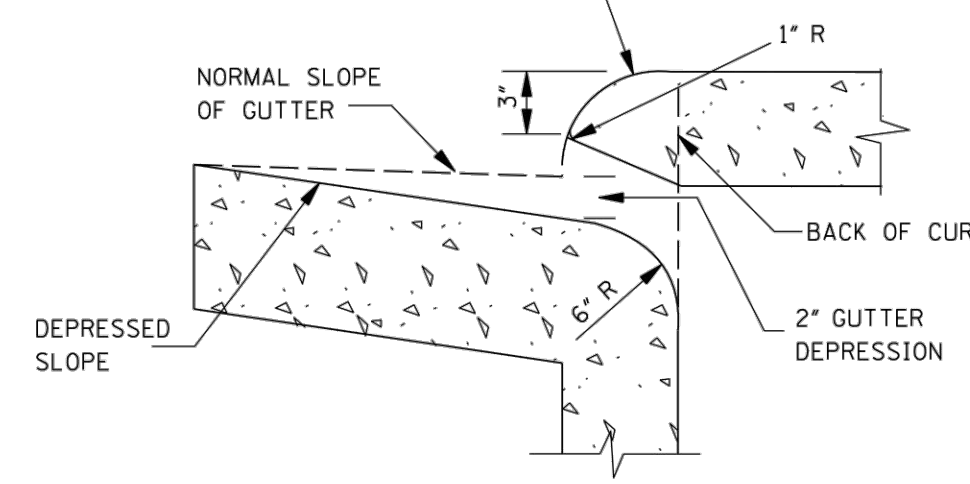
SECTION B-B



SECTION C-C



THROAT DETAIL OF BARRIER CURB



THROAT DETAIL OF ROLLED CURB

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	
NO.	DATE	BY	DESCRIPTION	
			N-S PROJECT NO.: NS.17080.000	
			FILENAME: 17080_Standards.dwg	
			SCALE: NOT TO SCALE	
			SURVEYED BY: CLEARPOINT	
			DSGN: GPC	DATE: 6/2022
			DRWN: GPC	DATE: 6/2022
			CHKD:	DATE:
			QA/QC:	DATE:

JAYCEE PARK PARKING IMPROVEMENTS

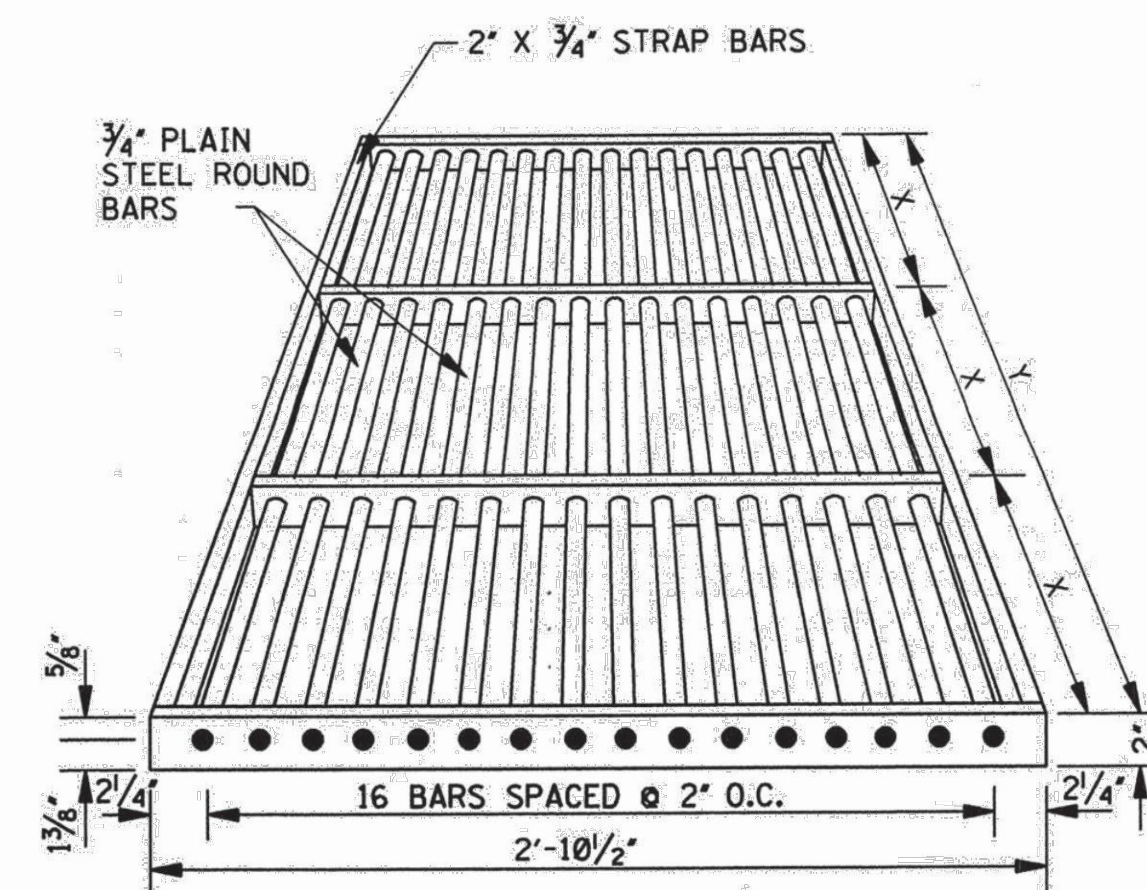
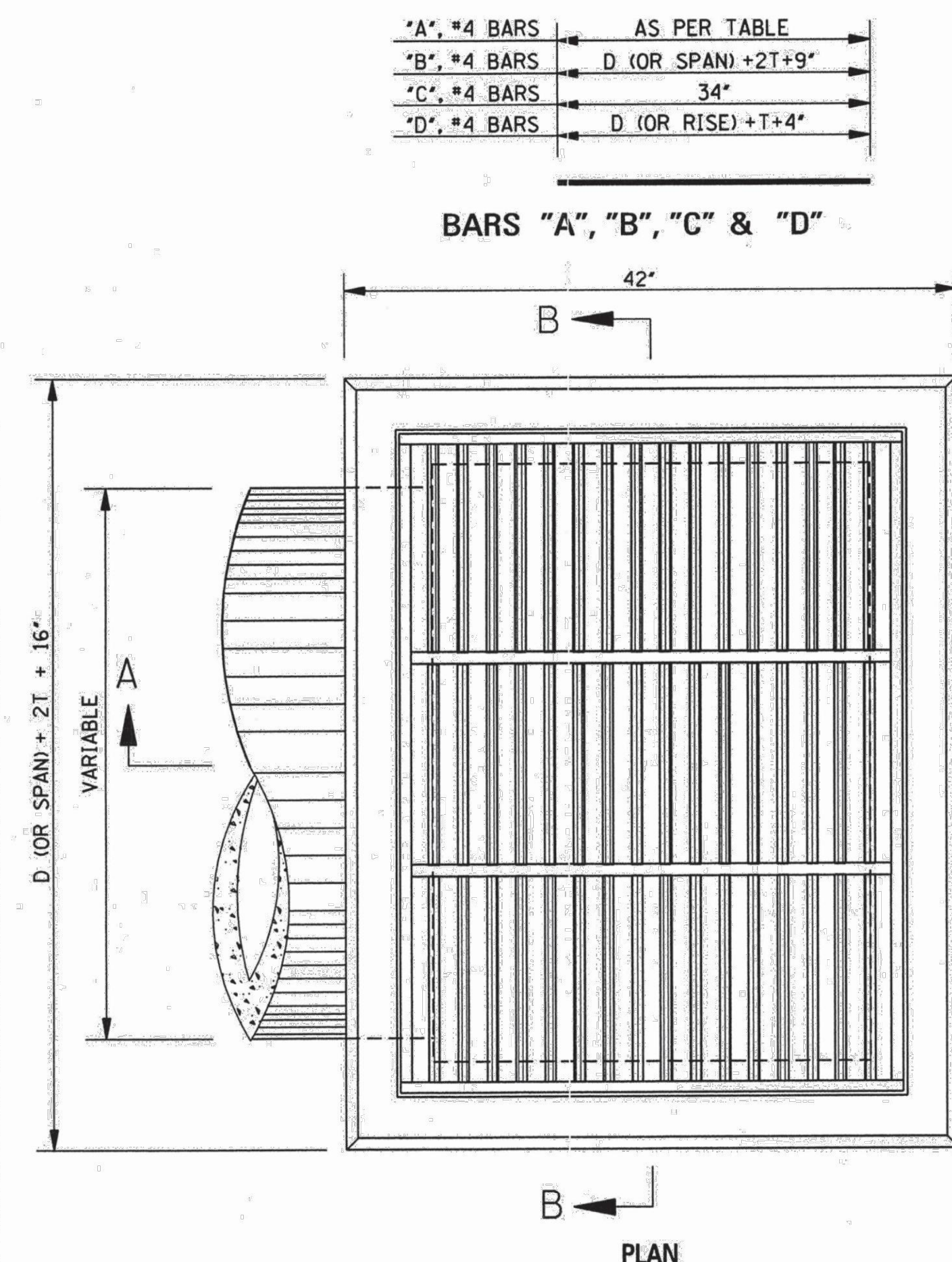
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



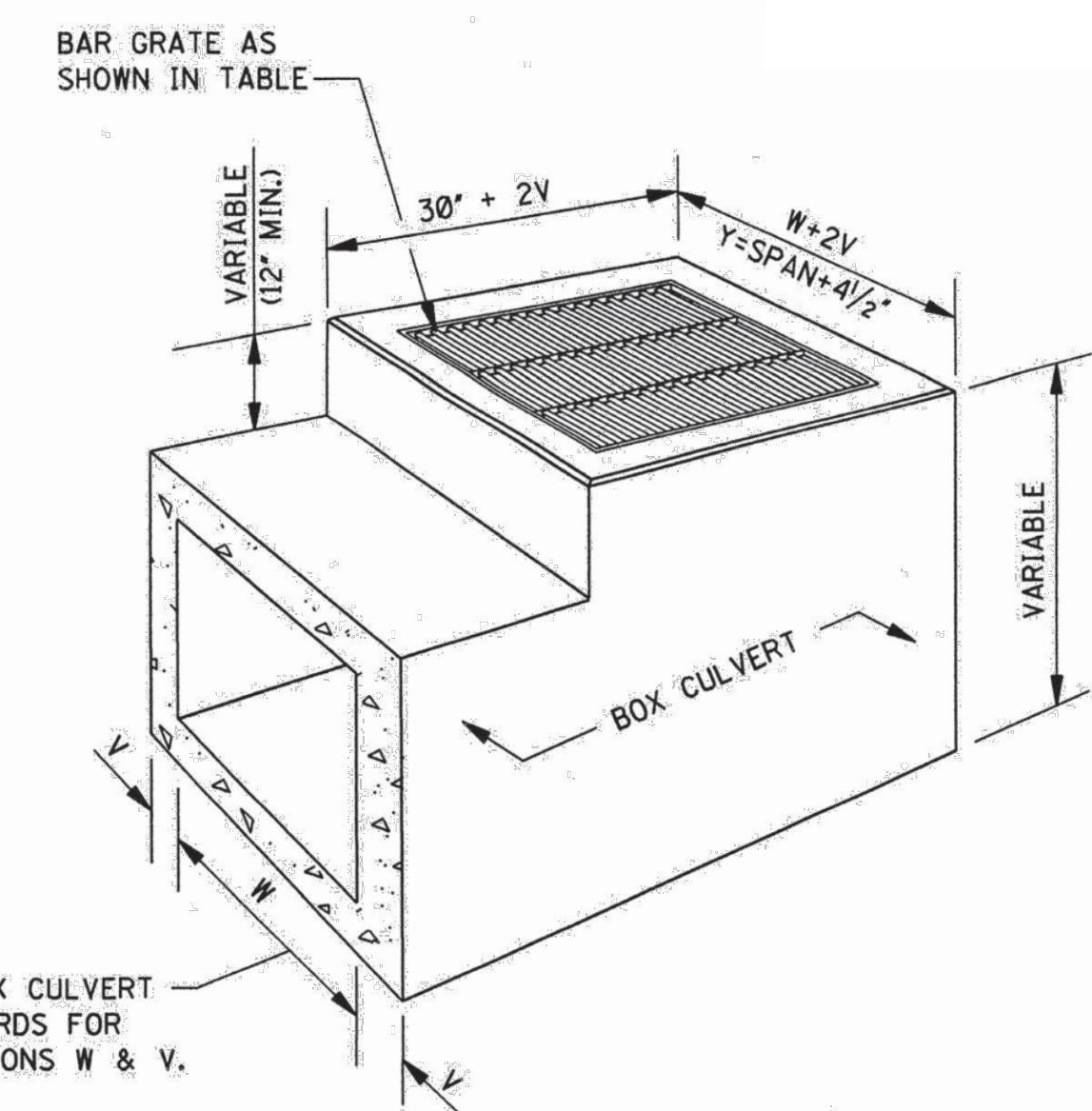
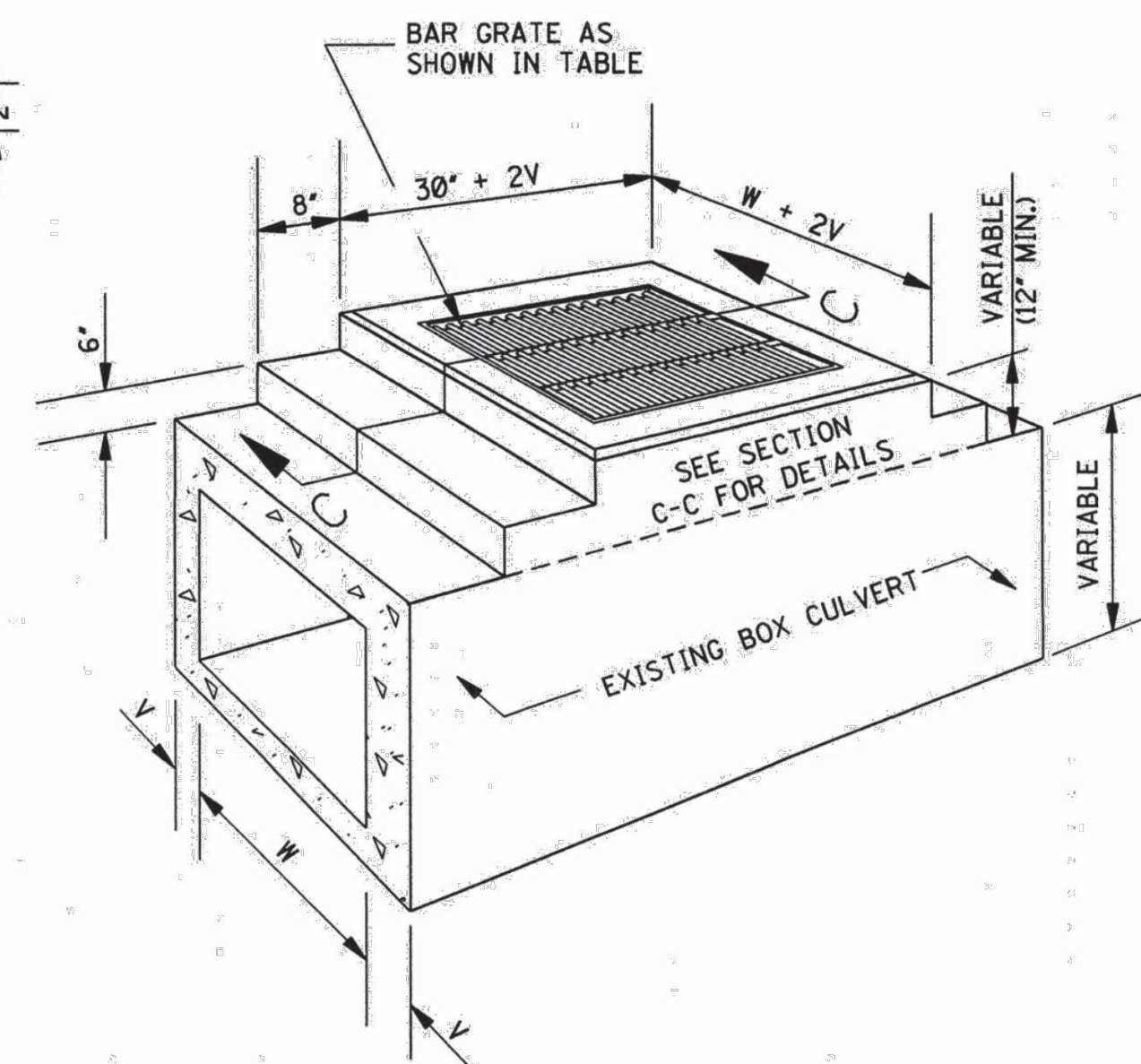
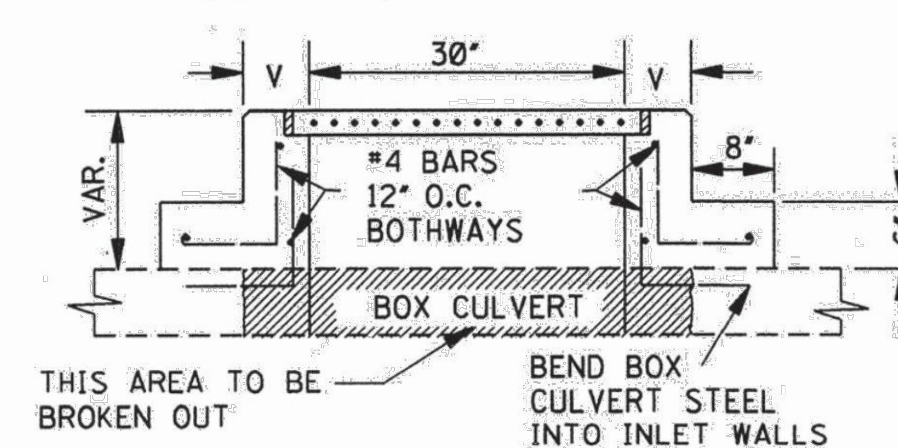
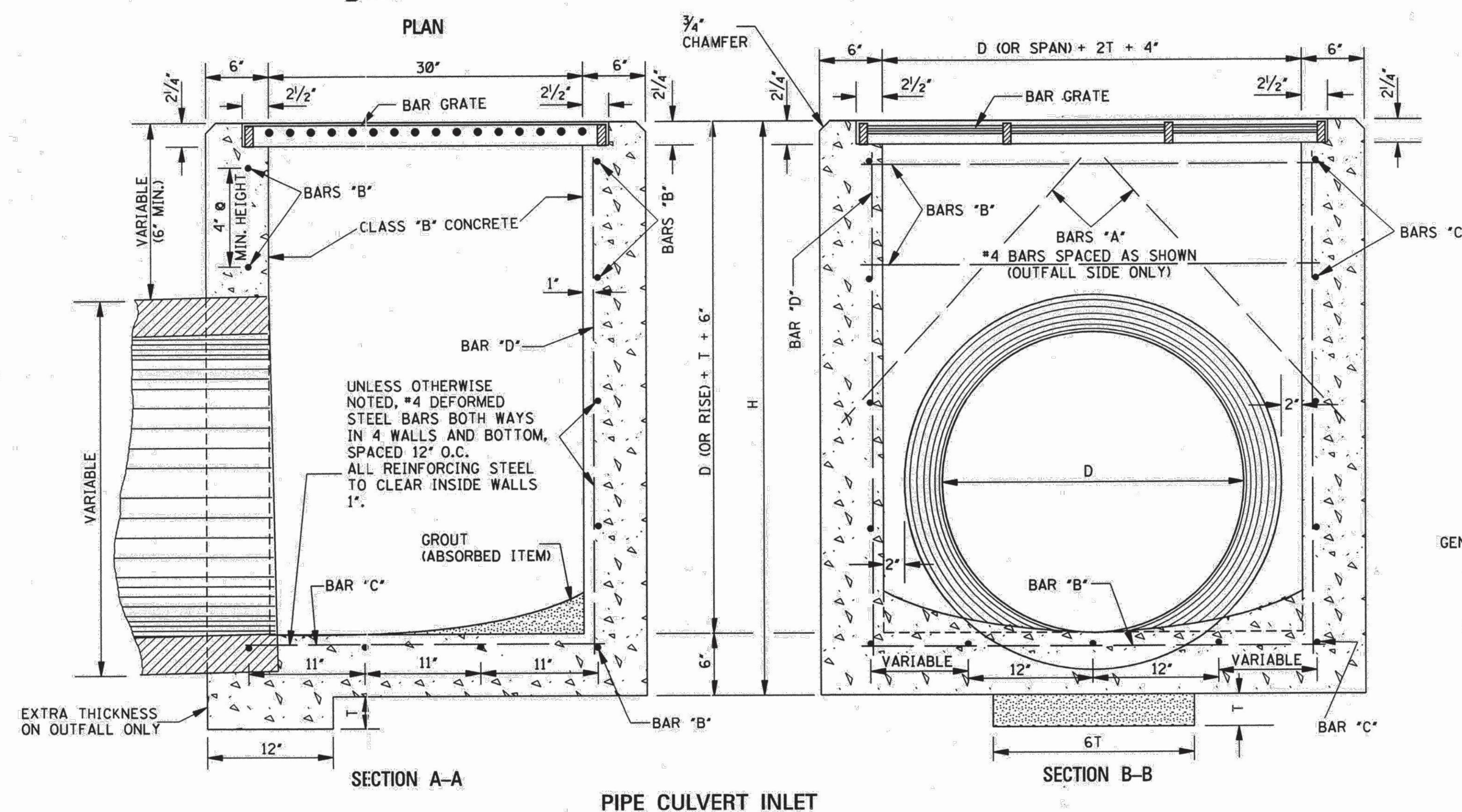
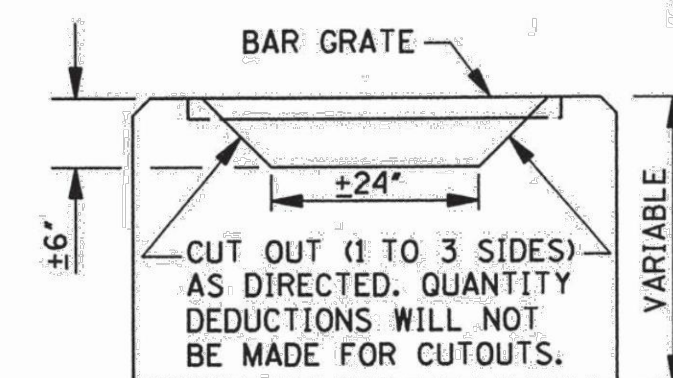
STORM SEWER INLET TYPE SS-2

WORKING NUMBER:
SS-2

DRAWING NUMBER:
6524



NOTE: JUNCTIONS OF ROUND AND STRAP BARS SHALL BE WELDED. GRATE SHALL BE SHOP COATED WITH APPROVED COAL TAR PITCH VARNISH.



LENGTH AND WEIGHT OF GRATING											
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 1/2"	1'-4 3/4"	6	374	
48"	5'-6 1/2"	1'-4 3/8"	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 3/8"	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:

- THE MDOT STANDARD SPECIFICATIONS SHALL APPLY TO ITEMS UNLESS OTHERWISE SPECIFIED.
- 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 ARE TO BE COMPUTED IN CONJUNCTION WITH QUANTITIES FOR BOX CULVERT.

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	
NO.	DATE	BY	DESCRIPTION	

DRAWING INFORMATION

N-S PROJECT NO.: NS.17080.000
 FILENAME: 17080_Standards.dwg
 SCALE: NOT TO SCALE
 SURVEYED BY: CLEARPOINT
 DSGN: GPC DATE: 6/2022
 DRWN: GPC DATE: 6/2022
 CHKD: DATE:
 QA/QC: DATE:

JAYCEE PARK PARKING IMPROVEMENTS

CITY OF HATTIESBURG
 HATTIESBURG, MISSISSIPPI
 FORREST COUNTY



DROP INLET AND GRATE DETAILS

WORKING NUMBER:

B-9

DRAWING NUMBER:

6527

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

**JAYCEE PARK PARKING
IMPROVEMENTS**

FOR THE

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



OCTOBER 2022

PREPARED BY



10/07/2022



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

**JAYCEE PARK PARKING IMPROVEMENTS
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, **November 17**, 2022 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of asphalt paving, curb & gutter, drainage improvements, sidewalk, and lighting for a parking lot at Jaycee Park. 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:

October 19, 2022

October 26, 2022

INSTRUCTIONS TO BIDDERS

JAYCEE PARK PARKING IMPROVEMENTS

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: JAYCEE PARK PARKING IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within during the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

If a contract award is made, the successful Bidder will be furnished (free of charge) two additional sets of the Plans and Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as

will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable

schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient

information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

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

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Staking of proposed improvements shall be paid for under pay item 699-A Roadway Construction Stakes. This item shall also include surveying as necessary for earthwork computations.

28. CONTRACT TIME

The number of calendar days to for Substantial Completion of the parking lot will be 90 calendar days from the Notice to Proceed Date. Substantial completion will include completion of the drainage system, curb and gutter, sidewalk, paving, light foundations, electrical conduit, and striping. Final Completion will be 120 calendar days from the Notice to Proceed Date.

The calendar date for completion of the work to be performed by the Contractor for this project shall be a specified completion date. The specified completion date for this project will be calculated by adding the above number of calendar days to the date of the notice to proceed.

29. STORMWATER PERMIT

Prior to commencement of work, the Contractor shall execute and deliver to the Engineer an original signed copy of the Small Construction Notice of Intent (SCNOI) Prime Contractor Certification and an Erosion Control Plan for review. The executed Prime Contractor Certification shall be prima facie evidence that the Contractor has examined the permit and is satisfied as to the terms and conditions

contained therein, and that the Contractor assumes full responsibility for meeting all permit terms and conditions.

Contractor shall make weekly inspections according to section 2270 of these specifications. Securing a permit for storm water discharge associated with the Contractor's activity shall be the responsibility of the Contractor.

BIDDER'S PROPOSAL
JAYCEE PARK PARKING IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL
JAYCEE PARK PARKING IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Jaycee Park Parking Improvements.

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 ASPHALT PAVEMENT, ALL DEPTHS	SY	250		
202-B	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	25		
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	50		
202-B	REMOVAL OF METAL FENCING AND POSTS, INC. FOUNDATIONS	LF	135		
202-B	REMOVAL OF WOODEN LIGHTPOSTS, INC. CABLES AND GUYS	EA	4		
202-B	REMOVAL OF SIGN, INC. POST AND FOUNDATIONS	EA	1		
202-B	REMOVAL OF TREES, 6" AND ABOVE	EA	7		
202-B	REMOVAL OF ELECTRICAL EQUIPMENT	LS	1	XXXX	
203-A	UNCLASSIFIED EXCAVATION, FM, AH	CY	250		
203-EX	BORROW EXCAVATION, AH, FME, CLASS B7-6	CY	2000		
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	CY	200		
203-G	EXCESS EXCAVATION, FM, AH	CY	1250		
209-A	GEOTEXTILE STABILIZATION, TYPE VI, NON-WOVEN	SY	4100		
211-A	TOPSOIL FOR SLOPE TREATMENT, FROM RIGHT-OF-WAY	SY	1500		
211-A	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	200		
216-A	SOLID SODDING, CENTIPEDE	SY	3350		
219-A	WATERING	KGAL	535	\$20	\$10,700.00

00300-4

234-A	TEMPORARY SILT FENCE	LF	1100		
237-A	WATTLES, 20"	LF	250		
246-A	SANDBAGS	LF	100		
304-G	SIZE 610 CRUSHED STONE BASE, AEA	CY	950		
308-A	CEMENT	TON	120		
308-B	SOIL-CEMENT-WATER MIXING, OPTIONAL MIXERS, BASE	SY	4150		
403-A	19-mm, ST, ASPHALT PAVEMENT	TON	650		
403-A	9.5-mm, ST, ASPHALT PAVEMENT	TON	435		
406-D	FINE MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	900		
407-A	ASPHALT FOR TACK COAT	GAL	450		
601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	12		
602-A	REINFORCING STEEL	LBS	1200		
603-CA	15" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	186		
603-CA	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	72		
604-A	CASTINGS	LBS	558		
604-B	GRATINGS	LBS	127		
608-B	CONCRETE SIDEWALK, WITH REINFORCEMENT	SY	1200		
609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	LF	2100		
618-A	MAINTENANCE OF TRAFFIC	LS	1	XXXX	
620-A	MOBILIZATION	LS	1	XXXX	

699-A	ROADWAY CONSTRUCTION STAKES	LS	1	XXXX	
628-F	LEGEND HANDICAP SYMBOL, BLUE ADA	EA	3		
628-G	6" COLD PLASTIC DETAIL STRIPE, BLUE ADA	LF	185		
626-G	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	2060		
626-H	THERMOPLASTIC LEGEND, WHITE	LF	196		
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	11		
630-C	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	41		
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 8, 3 CONDUCTOR	LF	1600		
684-A	POLE FOUNDATIONS, 24" DIAMETER	CY	32		
683-PP	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 20-1-0-110	EA	9		
683-PP	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 20-1-0-135	EA	12		
637-C	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 2, 2"	LF	20		
637-D	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, DRILLED OR JACKED, TYPE 4, 2"	LF	50		
682-F	SECONDARY POWER CONTROLLER	EA	1		
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.

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

**JAYCEE PARK PARKING IMPROVEMENTS
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

**JAYCEE PARK PARKING IMPROVEMENTS
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

**JAYCEE PARK PARKING IMPROVEMENTS
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

**JAYCEE PARK PARKING IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**JAYCEE PARK PARKING IMPROVEMENTS
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 "Jaycee Park Parking Improvements" 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 5 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 :

Jaycee Park Parking Improvements

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,

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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 5 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:

Jaycee Park Parking Improvements

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 5 counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Jaycee Park Parking Improvements
 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
JAYCEE PARK PARKING IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ OWNER _____ DATE _____	

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

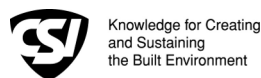
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The Associated General Contractors of America



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.

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- 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):

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- 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 237, Wattles
- C. Section 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.
 - 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****

ADVERTISEMENT FOR BIDS

**JAYCEE PARK PARKING IMPROVEMENTS
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, **November 17**, 2022 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of asphalt paving, curb & gutter, drainage improvements, sidewalk, and lighting for a parking lot at Jaycee Park. 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:

October 19, 2022

October 26, 2022