



**Tuesday, November 8, 2022
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2022-826** Approve the minutes for the October 17 & 18, 2022 meetings of the City Council.
2. **2022-813** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
3. **2022-818** Adopt a Resolution establishing petty cash funds effective November 8, 2022 and approve issuance of a manual check to each custodian as of November 8, 2022.
4. **2022-828** Adopt a Resolution declaring equipment surplus (per attached list) and authorize the disposal of said equipment and authorize removal from city inventory.
5. **2022-855** Approve Interlocal Cooperation Agreement with Forrest County, Mississippi, to pledge certain incremental increases in real and personal property ad valorem tax revenue generated within the TIF District of the Midtown Montevista Project and authorize the Mayor to execute the same.
6. **2022-854** Approve Lease Agreement with Forrest County, Mississippi for use of a certain portion of real property located at 300 Klondyke Street for a term beginning November 1, 2022 through June 30, 2025; and authorize the Mayor to execute the same.
7. **2022-833** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the 12th Avenue Infrastructure Improvements Project and authorize the Mayor to execute in duplicate.

- 8. 2022-850** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the CIPP Sewer in Various Locations Phase II project and authorize the Mayor to execute in duplicate.
- 9. 2022-834** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the South 40th Avenue Drainage Improvements Project and authorize the Mayor to execute in duplicate.
- 10. 2022-851** Approve Professional Services Agreement with Neel-Schaffer, Inc. to provide engineering services related to the 16th Avenue and Concart Street Improvements project and authorize the Mayor to execute in duplicate.
- 11. 2022-847** Approve a Contract with Neel-Schaffer, Inc. to provide construction engineering services related to the Hall Avenue West Overpass project (MDOT Project No. FBLD-8769-00(001)/108639-802000) and ratify the Mayor's signature on said contract.
- 12. 2022-839** Approve Joint-Funding Agreement for the period of October 1, 2011 to September 30, 2023 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$7,210.00 and authorize the Mayor to execute in duplicate.
- 13. 2022-845** Approve Memorandum of Agreement with the Mississippi Department of Transportation for the 4th Street Sidewalk Improvements Project Phase III (Thornhill Drive) Project No. HPP-8750-00(004)LPA/105845-802000 and authorize the Mayor to execute in duplicate.
- 14. 2022-837** Approve Agreement with Mississippi Power for additional lighting on Mayfair Road for an increased monthly cost of \$45.58 and authorize the Mayor to execute the same.
- 15. 2022-841** Approve Agreement with Mississippi Power for additional lighting near the 136 W. 8th Street Alley for a monthly cost of \$17.32 and authorize the Mayor to execute the same.
- 16. 2022-838** Approve Agreement with Mississippi Power to provide additional lighting on Bay Street from Downtown to Hall Avenue at an additional monthly cost of \$54.30 and authorize the Mayor to execute the same.
- 17. 2022-846** Approve the upgrade of certain street lights supported by Southern Pine Electric Co. and detailed in the attached document to LED lights for a monthly increase of \$419.10 and authorize the Mayor to execute the same.

- 18. 2022-849** Approve Change Order with J. W. Chain Contractors, LLC for the Jaycee Park Field Improvements Project to add items and adjust quantities for a net increase to the contract of \$147,528.94 and authorize the Mayor to execute in duplicate.
- 19. 2022-852** Approve Supplemental Agreement No. 1 with Grady Crawford Construction Company, Inc. for the Midtown Overlay Infrastructure Improvements project for a net decrease in the contract of \$56,610.00; Authorize the mayor to execute in triplicate.
- 20. 2022-848** Accept offer of a loan in the amount of \$1,511,937.00 from the Drinking Water Systems Improvements Revolving Loan Fund and authorize the Mayor to execute the loan agreement and any other required documents in triplicate.
- 21. 2022-843** Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the East Jerusalem Water Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.
- 22. 2022-844** Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the Hall Avenue Sewer Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.
- 23. 2022-819** Approve Task Force Agreement between the Hattiesburg Police Department and the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") concerning the use and abuse of controlled substances and authorizing the Mayor or designee to execute the same.
- 24. 2022-815** Approve Agreement between the City of Hattiesburg and Downtown Hattiesburg Association, a designated Mississippi Main Street Association member, to provide and promote economic growth and development of downtown Hattiesburg in accordance with Mississippi Code §21-19-44 and authorize the Mayor to execute the same.
- 25. 2022-816** Approve Agreement between the City of Hattiesburg and Art Makes Art, Inc.,(Abigail Allen) to provide theater and art programs for the City of Hattiesburg in an amount not to exceed \$15,000.00, to include a special check and authorize the Mayor to execute the same.
- 26. 2022-829** Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in

triplicate.

- 27. 2022-821 Approve and authorize the Mayor to execute the Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo and authorize recording of the same.
- 28. 2022-817 Ratify and confirm the mayor's appointment of Charlie Johnson, (replaces Melvin Williams) to the Civil Service Commission for a term beginning November 8, 2022 and ending June 30, 2023.
- 29. 2022-857 Approve Right of Way Agreement with Norfolk Southern Railway Company for the Hall Avenue West Overpass Project and authorize the Mayor to execute in duplicate.

ROUTINE AGENDA

- 1. 2022-836 Ratification of the submitted grant application to the American in Bloom/CN Railway “EcoConnexions from the Ground Up” grant program, to fund tree and ornamental plantings along Hall Avenue, for a total project cost of \$58,311.25 (\$24,450 AIB/CN grant contribution and \$33,861.25 local match).
- 2. 2022-842 Acknowledge receipt of a fully executed and recorded deed for a portion of Forrest County Parcel No. 25251 acquired for the Hall Avenue West Overpass project.
- 3. 2022-824 Acknowledge receipt of the Privilege Tax License monthly report for September 2022.
- 4. 2022-825 Acknowledge receipt of the Privilege Tax License monthly report for October 2022.
- 5. 2022-823 Acknowledge Proof of Publications for Hub City Spokes for the month of October 2022.
- 6. 2022-832 Acknowledge receipt of the 2021-2022 Expenditure report for the South Mississippi Art Association.
- 7. 2022-831 Acknowledge Receipt of the Two Quote Docket.
- 8. 2022-822 Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
- 9. 2022-835 Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.

- 10. 2022-840** Approve the city's purchase of one (1) grave space, located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4), section 27, Lot # 6, at Highland Cemetery, Minute Book 2004-4, Page# 130, in the amount of \$175.00 from Lola L. Keyes, Authorize manual check for the same.
- 11. 2022-830** Approve the sale of grave spaces, per attached: Memo's, Receipts, and Deeds.
- 12. 2022-820** Approve claims docket for the period ending October 31, 2022.

In Memoriam:

- Mrs. Debbie Barlow
- Mr. Thomas Frederick Wicker
- Mr. Antonio “Tony” Jackson

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu
cc:
Date: Tuesday, November 8, 2022
Re: Approve the minutes for the October 17 & 18, 2022 meetings of the City Council.
File Number: 2022-826
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 November 8, 2022 City Council meeting for consideration.

Published Agenda



**Monday, October 17, 2022
4:00 PM**

**City Council
Monday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Agenda Adjustments - Add Routine Item #16 at the request of the Administration as follows:

16. 2022-814 Approve plans and specifications for the Jaycee Park Parking Improvements Project and authorize advertisement for bids for the same.

Agenda Review

Citizens' Forum

Meeting Recess

Call to Order

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

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

Council President George Called the meeting to order.

The Clerk of Council read aloud the adjustments to the agenda.

Agenda Adjustments - Add Routine Item #16 at the request of the Administration as follows:

16. 2022-814 Approve plans and specifications for the Jaycee Park Parking Improvements Project and authorize advertisement for bids for the same.

Attachments: Jaycee Park Parking Lot - Final Plans
 Jaycee Park Parking Lot - Final Specs
 3 -AdvBid (2)

Council member Carroll stated that he spoke with Mr. Denis Pierce about the property getting rezoned, and he would like the tabled item to be added to the agenda.

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.

Executive Session

A MOTION was made by Council Member Carroll for the Council to enter closed session to determine the need to enter Executive Session at 4:16 p.m.

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

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to enter Executive Session to discuss strategy or negotiations with respect existing litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25-41-7 (b) at 4:17p.m.

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

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

Nays: 0

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

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Deborah Delgado, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; City Engineer, Lamar Rutland; Chief Communications Officer, Samantha McCain; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware exit Executive Session and re-open the meeting to the public at 4:37 p.m.

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

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

Nays: 0

Council President George stated to the public that there was no action taken during Executive Session.

Council President George announced that all Council members, City Directors and staff to wear pink for City Council's Tuesday meeting tomorrow.

Meeting Recess

Council President George declared the **meeting recessed at 4:38 p.m., this 17th day of October, 2022**, by unanimous consent, until the 18th day of October, 2022.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**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

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 18, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on October 17, 2022.

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

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Rev. Mark Jordan of Mt. Olive Baptist Church.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

Rev. Mark Jordan presented a Certificate of Appreciation to the Mayor & to the City of Hattiesburg in appreciation of support of DAV Hattiesburg Chapter #62 and its mission-during the Inaugural Vet Fest 2022 on May 21, 2022 in keeping with fulfilling our promises to American's Veterans.

Mayor Barker presented the Community Development staff a proclamation for Mississippi Lead Prevention Week October 23-29, 2022.

Forrest County Board of Supervisor for District 5, Chris Bowen presented a check of \$75,000.00 to the City of Hattiesburg for recreation

There were no other presentations at this time.

POLICY AGENDA

THE MATTER OF THE AGENDA ORDER came before the Council.

The POLICY AGENDA came before the Council.

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

Attachments: 10-3-2022 PH Unsafe, AR, WS Mins.
 10-4-2022 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the minutes for the October 3 & 4, 2022 meetings of the City Council.

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

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

Nays: 0

2. **2022-769** 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.

Attachments: 2703 Oak Grove Road - Staff Summary report
 Ordinance - 2703 Oak Grove Road – Rezone

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt an Ordinance (#3319) 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).

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

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

Nays: 0

3. **2022-770** 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.

Attachments: 3300 Hardy Street - Staff Summary report

A MOTION was made by Council President George and seconded by Council Member Carroll to Approve 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) with the condition of a 8 foot sidewalk along Hardy Street.

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

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

Nays: 0

4. **2022-757** 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.

Attachments: Grant agreement - 300 Lewis
 Grant Agreements - 128 E 7th
 Grant Agreements - 112 Scotland
 Grant agreement - 17 Collins

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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.

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

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

Nays: 0

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.

Attachments: MCQ

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for the fiscal year ending September 30, 2022.

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

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

Nays: 0

6. **2022-775** 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.

Attachments: Tullos Engagement Ltr

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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.

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

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

Nays: 0

7. **2022-777** 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.

Attachments: Water Plant Phase II - MSDH Bid Package

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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.

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

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

Nays: 0

- 8.2022-772
- 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.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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.

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

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

Nays: 0

- 9.2022-695
- 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).

Attachments: [Ordinance - 4 Willow Pointe - Rezone](#)
[Staff report - Item A](#)
[Opposition - Ron Hancock Photos](#)
[Opposition - Ron Hancock Letter](#)
[Minutes HPC September 2022 Draft](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Take from the Table and Adopt an Ordinance for the petition 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.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

1. **2022-774** 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.

Attachments: Application Submission Notice
2. **2022-765** Acknowledge receipt of the monthly budget report for the month ending September 30,2022.

Attachments: REV 0922
 EXP 0922
3. **2022-761** Acknowledge Proof of Publication in the Clarion Ledger for the month August 2022.

Attachments: Clarion Ledger Inv0004889344
4. **2022-762** Acknowledge Proof of Publications for Hub City Spokes for the month of August and September 2022.

Attachments: Hub City Spokes Inv100504
 Hub City Spokes Inv100551
 Hub City Spokes Inv100705
 Hub City Spokes Inv100718
 Hub City Spokes Inv100751
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.

Attachments: Cover Ltr - Recorded Deeds
 Newton PPIN 44390
 Fant PPIN 21852
 Katmon PPIN 21875
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.

Attachments: Recorded Deeds-Cover Letter
 Wilson PPIN 18467
 Bullock PPIN 25252
 Butler PPIN 19174
 Clark Investments PPIN 19173
 Dossett PPIN 19280 19281 19282
 Dossett PPIN 21714
 Dossett PPIN 21715
 Evelyn Lindsey PPIN 25261
 Grant PPIN 13184
 Hand Marketing PPIN 21791
 HPSD PPIN 21714
 HPSD PPIN 21715
 HPSD PPIN 21791
 HPSD PPIN 32303 32304
 HPSD PPIN 32854 Airspace Easement
 HPSD PPIN 32854
 HPSD PPIN 55555
 MLK Church PPIN 32854
 Myers PPIN 23748
 Polk & Dawson PPIN 32854
 Ralph Lindsey PPIN 25261
 Recorded Deeds-Cover Letter
 Wilson PPIN 18467
 Johnson PPIN 19175
 Maloney PPIN 13178
 McCullum PPIN 18772
 MLK Church PPIN 32303 32304
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

Attachments: Solid waste report FY 2022

8. **2022-763** Acknowledge receipt from Phillip McSwain Certificate of Attendance of the Municipal Court Clerks Statewide Seminar.
- Attachments: 2022 MCC Cert
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.
- Attachments: 2022 BVP Award
10. **2022-776** Approve Plans and Specifications for the Jaycee Park Improvements Project and authorize advertisement for bids.
- Attachments: Advertisement for Bids
 3922 - Jaycee Park Improvements 100 CD
 3922 Combined Specs
11. **2022-755** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.
- Attachments: Notice to Bidders- Demolition 2023
 Bid Form - Demolition 2023
 Term Bid Document - Demolition 2023
12. **2022-756** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.
- Attachments: Notice to Bidders- Lot Clearing 2023
 Bid Form - Lot Clearing 2023
 Term Bid Document - Lot Clearing 2023
13. **2022-764** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
- Attachments: MS Starter Homes_313 MILLER STREET 10182022
 MS Starter Homes_1208 COIT STREET 10182022
 MS Starter Homes_311 MILLER STREET 10182022
 Manual Check Memo 10182022
14. **2022-760** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- Attachments: Memo's (10-18-2022)
 Receipts (10-18-2022)
 Deeds (10-18-2022)
15. **2022-766** Approve claims docket for the period ending October 14,2022.
- Attachments: DOCKET 22.14.10
 DT 22.10.14
16. **2022-814** Approve plans and specifications for the Jaycee Park Parking Improvements Project and authorize advertisement for bids for the same.
- Attachments: Jaycee Park Parking Lot - Final Plans
 Jaycee Park Parking Lot - Final Specs
 3 -AdvBid (2)

In Memoriam:

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

- Mr. Joseph Crosby
- Mr. James Howard Hilton
- Ms. Madeline Mae Stickney Bingham

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:17 p.m., this 18th day of October, 2022**, by unanimous consent, until the 6th day of November, 2022.

ATTEST:

Clerk of Council

APPROVE:

Council President

ATTEST AND CERTIFY:

City Clerk

APPROVE:

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Wiley Quinn, Urban Development Director
Date: Tuesday, November 8, 2022
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2022-813
Minute Book #

Summary

Adopt resolutions condemning the following properties to be 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.

Recommendation Statement

I recommend the adoption of resolutions determining that the properties listed in the following attachments are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: November 8th, 2022

RE: Adopt Condemnation Resolutions

Adopt resolutions condemning the following properties to be 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.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1	107 Plantation Place Drive	14882	1	VS, ES	Demo	\$10,000	\$1,500
2	200 Chesterfield Road	8183	3	VS, POOL	Clean, Close, Secure	\$3,000	\$1,500
3	307 4 th Avenue	19384	4	OGL, ES	Clean, Close, Secure	\$1,500	\$1,500
4	410 Weathersby Road	13368	3	DS, AG&R	Demo	\$5,000	\$1,500

Garbage & Rubbish=GAR/RUB
Dilapidated Building=DB
Imminent Danger=ID
Open Storage=OS

Accumulation of Garbage and Rubbish = AG&R
Dangerous Structure=DS
Overgrown Lot=OGL
Unsafe Structure=US

Abandoned Vehicle=AV
Vacant Structure=VS
Hazardous Tree = HT
Protective Treatment = PT
Trash & Litter = T&L

Abandoned Structure=AS
Owner Responsibility=OR
Exterior Structure = ES
Prohibited Occupancy = PO
Abandoned Vehicle = AV

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 1 - 107 Plantation Place Drive

WHEREAS, on the 4th day of October, 2022 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of November, 2022, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 051A-01-046.000, PPIN: 14882, 107 Plantation Place Drive, Hattiesburg, MS, and better described as follows: Lot 43, Plantation Place Apartments First Addition, in the City of Hattiesburg, County of Lamar County, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi.

WHEREAS, the owner of the property is Telegraph 14, LLC., 12121 Wilshire Blvd #555, Los Angeles, CA 90025

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Exterior Structure (International Property Maintenance Code 304.1.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of November, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 2 - 200 Chesterfield Road

WHEREAS, on the 4th day of October, 2022 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of November, 2022, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 056A-13-038.000, PPIN: 8183, 200 Chesterfield Road, Hattiesburg, MS, and better described as follows: Lot Seven (7) of the Kensington Woods Second Addition to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in Plat Book 2, at Page 86 in the office of the Chancery Clerk of Lamar County, Mississippi.

WHEREAS, the owner of the property is Willie A. Bourne, 200 Chesterfield Road, Hattiesburg, MS 39402

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Clean Pool (International Property Maintenance Code 303.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of November, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 3 - 307 4th Avenue

WHEREAS, on the 4th day of October, 2022 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of November, 2022, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029N-09-222.00, PPIN: 19384, 307 4th Avenue, Hattiesburg, MS, and better described as follows: The Northwest Half (NW ½) of Lots Six (6), Seven (7) and Eight (8), in Block 149 of the Extension of the John Kamper and Kamper and Whinnery Addition to City of the Hattiesburg, Forrest County, Mississippi, and more particularly described as follows, to-wit: Commence at the point of intersection of the Northwesterly boundary line of Corinne Street with the Northeasterly boundary line of Fourth Avenue and run thence in a Northwesterly direction along the Northeasterly boundary line of Fourth Avenue of 100 feet to the Point of Beginning; thence run Northwesterly parallel with Corinne Street for 150 feet; thence run in a Northwesterly direction at right angles to said last named course for 100 feet to the Southeasterly boundary line of the alley intersection said Block 149; run thence in a Southwesterly direction along the Southeasterly boundary line of said alley for 150 feet to Fourth Avenue; run thence in a Southeasterly direction along the Northeasterly boundary line of Fourth Avenue for 100 feet to the Point of Beginning, the same being located in and a part of the Northeast Quarter of the Southeast Quarter (NE ¼ of SE ¼) of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Anthony J. Bell Jr. & Judy Beth Tyler, 307 4th Ave, Hattiesburg, MS 39401

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Code 302.4), Exterior Structure (International Property Maintenance Code 304.1.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of November, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 4 - 410 Weathersby Road

WHEREAS, on the 4th day of October, 2022 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of November, 2022, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 051L-11-040.000, PPIN: 13368, 410 Weathersby Road, Hattiesburg, MS, and better described as follows: A part of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 11 and part of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 12, all in Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as: Beginning at the Northeast Corner of the Northwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ of Section 12, thence run N88°54'58"E along the North line of the said Northwest $\frac{1}{4}$ Section 12 for 81.97 feet, thence run S00°10'35"E for 453.57 feet to a Point on the Centerline of Mixon's Creek, thence run S22°26'15"W along the said Centerline of Mixon's Creek for 56.39 feet; thence run N65°54'52"W along the said Centerline of Mixon's creek for 19.99 feet, thence run N18°20'18"W along the said Centerline of Mixon's Creek for 38.30 feet, thence run N63°34'40"W along the said Centerline of Mixon's Creek for 37.95 feet, thence run N88°48'52"W along the said Centerline of Mixon's Creek for 82.00 feet, thence run N02°49'09"E along the said Centerline of Mixon's Creek for 55.15 feet, thence run N08°47'42"W along the said Centerline of Mixon's Creek for 88.07 feet, thence run N85°35'23"W along the said Centerline of Mixon's Creek for 32.20 feet, thence run S34°06'23"W along the said Centerline of Mixon's Creek for 40.04 feet, thence run S65°18'20"W along the said Centerline of Mixon's Creek for 99.85 feet, thence run S47°49'31"W along the said Centerline of Mixon's Creek for 34.08 feet, thence run N58°59'19"W along the said Centerline of Mixon's Creek for 31.10 feet, thence run N11°27'45"W along the said Centerline of Mixon's Creek for 32.46 feet, thence run N06°47'33"W along the said Centerline of Mixon's Creek for 63.88 feet, thence run N43°26'54"W along the said Centerline of Mixon's Creek for 54.14 feet, thence run N89°21'23"W along the said Centerline of Mixon's Creek for 31.46 feet, thence run S61°05'40"W along the said Centerline of Mixon's Creek for 37.37 feet, thence run N87°17'33"W along the said Centerline of Mixon's Creek for 34.40 feet, thence run S02°37'97"W along the said Centerline of Mixon's Creek for 31.65 feet, thence run S50°21'53"W along the said Centerline of Mixon's Creek for 50.08 feet, thence run S38°16'03"E along the said Centerline of Mixon's Creek for 45.37 feet, thence run S00°12'15"W for 860.78 feet to a Point on the Northern Line of a Mississippi Power Company Easement, thence run N89°06'37"W along the said Northern Line of the said Mississippi Power Company Easement for 1733.33 feet to the Southeast Corner of the Cottages of Turtle Creek Subdivision, thence run N00°46'34"E along the East Line of the said Cottages of Turtle Creek Subdivision for 574.91 feet, thence run N89°13'40"W along the North Line of the said Cottages of Turtle Creek Subdivision for 495.76 feet, thence run S00°46'46"W along the West Line of the said Cottages of Turtle Creek Subdivision for 399.97 feet to a Point on the West Line of the

Northeast ¼ of the said Northeast ¼ of Section 11, thence run N89°13'25"W along the said West Line of the Cottages of Turtle Creek Subdivision for 60.02 feet, thence run S01°07'00"E along the said West line of the Cottages of Turtle Creek Subdivision for 329.26 feet to a Point on the South line of the Northwest ¼ of the said Northeast ¼ of Section 11, thence run N89°37'28"W along the said South Line of the Northwest ¼ of the Northeast ¼ for 912.99 feet, thence run N00°38'53"E for 59.69 feet to a Point on the Southern Line of the said Mississippi Power Company Easement, thence run N89°13'51"W along the said Southern Line of the Mississippi Power Company Easement for 196.14 feet to a Point on the Eastern Right of Way Line of Weathersby Road, thence run N28°57'35"E along the said Eastern Right of Way line of Weathersby Road for 104.83 feet to a Found Concrete Monument on the northern Line of the said Mississippi Power Company Easement, thence run N27°07'37"E along the said Eastern Right of Way Line of Weathersby Road for 26.78 feet to a Found Concrete Monument, thence run N27°06'33"E along the said Eastern Right of Way Line of Weathersby Road for 19.99 feet to a Found Concrete Monument, thence run N37°18'55"E along the said Eastern Right of Way Line of Weathersby Road for 100.02 feet to a Found Concrete Monument, thence run N42°55'50"E along the said Eastern Right of Way Line of Weathersby Road for 331.74, thence run N53°01'31"E along the said Eastern Right of Way Line of Weathersby Road for 691.81 feet, thence run N48°41'18"E along the said Eastern Right of Way Line of Weathersby Road for 566.54 feet to a Point on the North Line of the said Northeast ¼ of Section 11, thence run N89°41'55"E along the said North Line of the Northeast ¼ of Section 11 for 1193.36 feet to the Northeast Corner of said Section 11, thence run N89°23'21"E along the said North line of the Northwest ¼ of the Section 12 for 644.41 feet, thence run N88°56'17"E along the said North Line of the Northwest ¼ of Section 12 for 658.23 feet to the Point of Beginning, Comprising 75.06 Acres, more or less.

Subject to those certain Subdivision Regulations from the Lamar County Board of Supervisors.

Subject to that certain Assignment of Option Agreement between MDV, LLC as grantor and Flanagan Construction Company and Leslie McInnis Granberry, as Grantees, dated September 4, 2003 and recorded August 13, 2004 in Book 17D at page 197, whereby Grantors assigned an option described in letter dated July 23, 2003 from Asbury Foundation of Hattiesburg, Inc.

Subject to that certain Temporary Sewer Construction Easement from Asbury Foundation, Inc. to the City of Hattiesburg, dated January 20, 2004 and recorded March 30, 2004 in Book 16W at page 495, Book 16W at page 497, and Book 16W at page 499.

Subject to that certain Right-of-Way Easement from Asbury Foundation of Hattiesburg, Inc. to Pearl River Valley Electric Power Association, dated September 18, 2003 and recorded December 12, 2003 in Book 16R at page 280.

Subject to that certain Access Easement and Right of First Refusal granted by Wesley Health System, Inc. to Wesley Health System, LLC, dated September 1, 1997 and recorded August 29, 1997 in Book 12Y at page 366.

Subject to that certain Sanitary and Sewer Easement from Hercules, Incorporated to The City of Hattiesburg, dated May 2, 1980 and filed of record on May 14, 1980 in Book 6-L at Page 363 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Construction Easement from Hercules, Incorporated to The City of Hattiesburg, dated May 2, 1980 and filed of record on May 14, 1980 in Book 6-L at Page 365 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Easement from C.B. McIntosh, Incorporated to Mississippi Power Company, date May 11, 1930 and filed of record on May 20, 1930 in Book AA at Page 469 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Easement from C.B. McIntosh, Incorporated to Mississippi Power Company, date May 11, 1930 and filed of record on May 20, 1930 in Book AA at Page 480 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way Deed and Construction Easement from Thomas L. Price and wife, Jeanette W. Price to the City of Hattiesburg, Forrest and Lamar Counties, Mississippi,

dated August 10, 1994 and filed for record on September 22, 1994 in Book 11-H at Page 658-E in the Office of the Chancery Clerk of Lamar County, Mississippi; said Right of Way Deed and Construction Easement has been re-recorded in Book 11-H at Page 658-J in the above mentioned office.

Subject to that certain Easement from Thomas. L. Price and wife, Jeanette W. Price to Bellsouth Telecommunications, dated August 9, 1994 and filed for record on August 22, 1994 in Book 11-G at Page 394 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Easement Agreement from Thomas L. Price and wife, Jeanette W Price to CAT Partnership, dated August 23, 1991 and filed for record on August 29, 1991 in Book 9-U at Page 293 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way from Mrs. W. H. Weathersby, by R. E. Weathersby by and through Power of Attorney to Pearl River Valley Electric Power Association, dated July 20, 1988 and filed for record on July 27, 1988 in Book 8-Q at Page 561 in the Office of the Chancery Clerk for Lamar County, Mississippi. This Easement is limited to retiring one pole and guy and installing one pole with guys in two different directions.

Subject to that certain Right of Way Easement from Mrs. W. H. Weathersby to Pearl River Valley Electric Power Association, dated January 7, 1983 and filed for record on January 24, 1983 in Book 7-A at Page 240 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way from Mrs. W. E. Weathersby to Arnold Line Water Association, dated June 7, 1967 and filed for record on June 9, 1967 in Book 4-J at Page 348 in the Office of the Chancery Clerk of Lamar County, Mississippi.

WHEREAS, the owner of the property is Dennis L. Pierce, 23 Liberty Place, Hattiesburg, MS 39402

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code 108.1.5.5), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of November, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 8, 2022

Re: Adopt a Resolution establishing petty cash funds effective November 8, 2022 and approve issuance of a manual check to each custodian as of November 8, 2022.
File Number: 2022-818
Minute Book #

Summary

Recommendation Statement

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

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; to be established on or after October 1, 2022; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

Section 1. That the following petty cash funds be approved as of October 1, 2022:

<u>FUND/CUSTODIAN DEPARTMENT</u>		
<u>AMOUNT</u>		
General Fund:		
Phillip McSwain	Municipal Court (Cash Drawer)	\$300.00
Destiny McGinty	Police Department (Cash Drawer)	150.00
Deborah Bourne	Cemetery (Cash Drawer)	100.00
Kermas Eaton	Tax (Cash Drawer)	200.00
	City Hall	2,000.00
Total at Balance Sheet-General Fund		<u>\$2,750.00</u>
Water & Sewer Operation & Maintenance		
Wanda Turner	Water Office (Cash Drawer)	\$600.00
Total at Balance Sheet-Water & Sewer Oper Maint		\$600.00
Community Centers:		
Rebecca Acker	Comm. Ctrs (Cash Drawer)	\$50.00
Total at Balance Sheet-Community Centers		\$50.00

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 8th of November 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 8, 2022

Re: Adopt a Resolution declaring equipment surplus (per attached list) and authorize the disposal of said equipment and authorize removal from city inventory.
File Number: 2022-828
Minute Book #

Summary

Recommendation Statement

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

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain vehicles (per attached list), to be surplus and are not to be used in the future operation of the city; and

WHEREAS, the City of Hattiesburg finds and determines that the disposal of said items, in the manner otherwise provided by law, is not necessary or desirable for the financial welfare of the City; and

WHEREAS, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to sell said assets (per attached list) at auction; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following equipment, as per attached list, and authorize disposal or sale of said equipment.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 8th day of November, A.D., 2022.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

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

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

Asset ID	Description	Serial Number	Building	Custodian	Status	Asset Type	Acquisition	Cost	Notes
18834	PRINTER-HP LASERJET 401	VNB3H00427	JACKIE DOLE SHERRILL	PURCHASING,	IN USE	DATA PROCESSING EQUIP	11/16/2012	\$ 299.99	DISPOSED OF
17082	PRINTER-OFFICEJET PRO K5400DTN	MY8C568072	JACKIE DOLE SHERRILL	ACCOUNTING,	IN USE	DATA PROCESSING EQUIP	2/3/2009	\$ 229.99	DISPOSED OF AND REPLACED
21740	BLOWER-STIHL BR800X	529033637	RECREATION MAINTENANCE BUILDI	RECREATION MAINT.,	IN USE	AGRICULTURAL EQUIPMENT	6/21/2021	\$ 527.99	can not find-was not reported lost or stolen
21739	BLOWER-STIHL BR800X	529033643	RECREATION MAINTENANCE BUILDI	RECREATION MAINT.,	IN USE	AGRICULTURAL EQUIPMENT	6/21/2021	\$ 527.99	lost/stolen-police report
21337	WEED-EATER-STIHL FS240 W/BIKE HANDLES	186407914	RECREATION MAINTENANCE BUILDI	RECREATION MAINT.,	IN USE	AGRICULTURAL EQUIPMENT	6/26/2019	\$ 554.36	equipment broken and junked out 8/2021
21159	TRIMMER - STIHLFS240 BIKE HANDLE	7399070219	RECREATION MAINTENANCE BUILDI	RECREATION MAINT.,	IN USE	AGRICULTURAL EQUIPMENT	3/1/2019	\$ 550.00	equipment broken and junked out
20480	BLOWER-STIHL BR600	207277308	RECREATION MAINTENANCE BUILDI	RECREATION MAINT.,	IN USE	AGRICULTURAL EQUIPMENT	7/29/2016	\$ 359.00	lost stolen
20885	BLOWER BACKPACK BR600	514385712	RECREATION MAINTENANCE BUILDI	RECREATION MAINT.,	IN USE	AGRICULTURAL EQUIPMENT	3/19/2018	\$ 499.95	lost/stolen-police report
21735	BLOWER - BACKPACK- STIHL BR800X MAGNUM	527920599	RECREATION MAINTENANCE BUILDI	RECREATION MAINT.,	IN USE	AGRICULTURAL EQUIPMENT	4/28/2021	\$ 527.99	lost/stolen-police report
21165	BLOWER - STIHL BR700	7220250219	RECREATION MAINTENANCE BUILDI	RECREATION MAINT.,	IN USE	AGRICULTURAL EQUIPMENT	3/1/2019	\$ 483.00	lost/stolen-police report
21168	BLOWER - STIHL BR700	7220430219	RECREATION MAINTENANCE BUILDI	RECREATION MAINT.,	IN USE	AGRICULTURAL EQUIPMENT	3/1/2019	\$ 483.00	lost downtown off truck-no police report
20033	SAW-STIHL MS 201T 16"	178347574	CEMETERY	CEMETERY,	IN USE	AGRICULTURAL EQUIPMENT	12/12/2014	\$ 519.96	broken used used for parts
20713	MOWER-SCAG CHEETHA	L6100042	CEMETERY	CEMETERY,	IN USE	AGRICULTURAL EQUIPMENT	6/6/2017	\$ 7,919.20	disposal 06/10/22
20054	TRUCK-PICKUP-DODGE RAM 2500 2015-WHITE	3C6TR5CT2G6557770	CEMETERY	CEMETERY,	IN USE	PICKUP TRUCKS	12/18/2014	\$ 24,590.00	Broken down-inoperable-to go to auction
13515	SAW-CHAIN-HUSQVARNA MOD.3120XP	20030500065	CEMETERY	CEMETERY,	IN USE	AGRICULTURAL EQUIPMENT	4/25/2003	\$ 916.06	broken used used for parts
16348	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS083	CEMETERY	CEMETERY,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	broken/thrown away
16341	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS084	CEMETERY	CEMETERY,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	broken/thrown away
16346	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS077	CEMETERY	CEMETERY,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	broken/thrown away
16396	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS281	CEMETERY	CEMETERY,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	broken/thrown away
19240	RADIO-XT6L1500 MOBILE PG229	775CPK0011	BUS BARN	MASS TRANSIT,	IN USE	COMMUNICATION	5/9/2013	\$ 1,690.00	not located
19241	RADIO-XT6L1500 MOBILE PG229	775CPK0012	BUS BARN	MASS TRANSIT,	IN USE	COMMUNICATION	5/9/2013	\$ 1,690.00	not located
19245	RADIO-XT6L1500 MOBILE PG229	775CPK0016	BUS BARN	MASS TRANSIT,	IN USE	COMMUNICATION	5/9/2013	\$ 1,690.00	not located
19246	RADIO-XT6L1500 MOBILE PG229	775CPK0017	BUS BARN	MASS TRANSIT,	IN USE	COMMUNICATION	5/9/2013	\$ 1,690.00	not located
19249	RADIO-XT6L1500 MOBILE PG229	775CPK0020	BUS BARN	MASS TRANSIT,	IN USE	COMMUNICATION	5/9/2013	\$ 1,690.00	not located
16726	RADIO-MOTOROLA XTS1500 800 W/3600 BAUD SYSTEM	687CJ0K0970	BUS BARN	MASS TRANSIT,	IN USE	COMMUNICATION	6/4/2008	\$ 1,568.00	not located
13864	LADDER-STEP 8'		TRAFFIC/CONSTRUCTION	CONSTRUCTION,	IN USE	OTHER EQUIPMENT	9/18/2003	\$ 149.00	not located
14509	SANDER-BELT-MAKITA	10862E	TRAFFIC/CONSTRUCTION	CONSTRUCTION,	IN USE	OTHER EQUIPMENT	12/6/2004	\$ 189.99	not located
15852	REFRIGERANT RECOVERY UNIT-VORTEX AC	123456	TRAFFIC/CONSTRUCTION	CONSTRUCTION,	IN USE	OTHER EQUIPMENT	2/15/2007	\$ 708.70	not located
15384	SECURITY TV-CLOSED CIRCUIT INCLUDES 3 CAMERAS		TRAFFIC/CONSTRUCTION	CONSTRUCTION,	IN USE	OTHER EQUIPMENT	5/24/2006	\$ 3,654.80	upgraded to a new system
6416	LADDER-20 FT. EXTENSION		TRAFFIC/CONSTRUCTION	CONSTRUCTION,	IN USE	OTHER EQUIPMENT	12/5/1989	\$ 139.00	not located
16095	ICE MACHINE-ICE-O-MATIC MODEL ICE0400FA	07071280014735	TRAFFIC/CONSTRUCTION	CONSTRUCTION,	IN USE	OTHER EQUIPMENT	8/27/2007	\$ 2,025.00	broken
13863	LADDER-STEP 8'		TRAFFIC/CONSTRUCTION	CONSTRUCTION,	IN USE	OTHER EQUIPMENT	9/18/2003	\$ 149.00	not located
18833	PC-TABLET-SAMSUNG GALAXY TAB 2		RECREATION	RECREATION ADMIN,	IN USE	DATA PROCESSING EQUIP	11/16/2012	\$ 259.98	out dated
21329	MOWER-PUSH CUB CADET	18228K20187 KL2018	LAGOON	LAGOON,	IN USE	AGRICULTURAL EQUIPMENT	7/22/2019	\$ 549.99	stolen
8707	COPIER-CANON N01820	VKB10847	WATER PLANT #2	PLANT,	IN USE	OFFICE FURN/EQUIP	7/21/1995	\$ 3,071.25	was deemed surplus
15232	PICKUP-FORD F250-2006- CREW CAB - 6.0 - TON	1FTSW21P66ED19395	WATER PLANT #1	PLANT,	IN USE	PICKUP TRUCKS	3/30/2006	\$ 29,272.00	sold as scrap to alter recycling
16623	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS147	WATER PLANT #1	PLANT,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	not located
20842	MOWER-HUSTLER 35hp KAWASAKI SUPER Z 60"	17056478	WATER PLANT #1	PLANT,	IN USE	AGRICULTURAL EQUIPMENT	12/7/2018	\$ 9,832.37	caught on fire
16050	EXCAVATOR-KUBOTA U15R1 - COMPACT	43359	WATER PLANT #2	TRANSMISSION,	IN USE	CONSTRUCTION EQUIPMENT	8/9/2007	\$ 19,659.00	EXTENDED WARRANTY
17534	ICE MACHINE-ICE-O-MATIC MODEL GRM650A	09081280010933	TRAFFIC/CONSTRUCTION	TRAFFIC,	IN USE	OTHER EQUIPMENT	10/26/2009	\$ 3,725.00	Broken and disposed of
19275	ICE MAKER-ICE-O-MATIC	13031280011238	TRAFFIC/CONSTRUCTION	TRAFFIC,	IN USE	HOUSEHOLD FURN/EQUIP	6/30/2013	\$ 2,195.00	Broken and disposed of
5758	PAINT MIXER-MODEL SJF-Q		TRAFFIC/CONSTRUCTION	TRAFFIC,	IN USE	OTHER EQUIPMENT	8/9/1988	\$ 408.82	Broken and disposed of
5521	BENCH-WORK-SEARS	MOD. 9HT10388N	TRAFFIC/CONSTRUCTION	TRAFFIC,	IN USE	OTHER EQUIPMENT	3/10/1988	\$ 384.25	Broken in scrap pile
5522	BENCH-WORK-SEARS		TRAFFIC/CONSTRUCTION	TRAFFIC,	IN USE	OTHER EQUIPMENT	3/10/1988	\$ 382.41	Broken in scrap pile
18642	GENERATOR-HONDA EB3800X	EAJC-1016352	TRAFFIC/CONSTRUCTION	TRAFFIC,	IN USE	OTHER EQUIPMENT	8/31/2012	\$ 1,299.00	Broken in scrap pile
18643	GENERATOR-HONDA EB3800X	EAJC-1016474	TRAFFIC/CONSTRUCTION	TRAFFIC,	IN USE	OTHER EQUIPMENT	8/31/2012	\$ 1,299.00	Broken in scrap pile
17333	DRIVER-SIGN POST-FAIRMONT HYDRAULIC	GMF00164V	TRAFFIC/CONSTRUCTION	TRAFFIC,	IN USE	OTHER EQUIPMENT	3/16/2009	\$ 2,035.00	Broken in scrap pile
17334	PULLER-SIGN POST-FAIRMONT HYDRAULIC	FG1183GG0152	TRAFFIC/CONSTRUCTION	TRAFFIC,	IN USE	OTHER EQUIPMENT	3/16/2009	\$ 1,744.00	Broken in scrap pile
17885	PRINTER-HP DESKJET F4480 ALL-IN-ONE		CITY HALL	URBAN DEVELOPMENT,	IN USE	COMMUNICATION	10/11/2010	\$ 79.99	SURPLUSED
19373	PC-DAKTECH DISCOVERY61 w/ 19" MONITOR & MICROSOFT OFFICE	130924003	CITY HALL	URBAN DEVELOPMENT,	IN USE	DATA PROCESSING EQUIP	10/1/2013	\$ 999.00	SURPLUSED
14112	WASHER-PRESSURE-TROY-BILT 2450/2500/2600PSI	1009564586	JACKIE DOLE SHERRILL	COMMUNITY CENTERS,	IN USE	OTHER EQUIPMENT	3/30/2004	\$ 398.00	NOT LOCATED
13212	SCRUBBER-CONVERTAMAX 20 20 GAL TANK AND CHARGER	1476655	MCNAIR REC CENTER	COMMUNITY CENTERS,	IN USE	HOUSEHOLD FURN/EQUIP	9/27/2002	\$ 5,854.00	BROKEN
3935	DART BUFFER 1.5 HP.	85068	CULTURAL CENTER	COMMUNITY CENTERS,	IN USE	HOUSEHOLD FURN/EQUIP	10/4/1984	\$ 862.95	DOES NOT WORK
21381	LECTERN WITH BUILT IN SOUND SYSTEM		CITY HALL	COMMUNITY CENTERS,	IN USE	OFFICE FURN/EQUIP	9/12/2019	\$ 1,165.00	NOT WORKING
12045	FORD-ECONOLINE VAN-2000 E-250	1FTNE24LOYHB59038	SIGLER CENTER	COMMUNITY CENTERS,	IN USE	AUTOMOBILES	6/23/2000	\$ 17,636.75	NOT HERE
20086	RADAR UNIT-STALKER II HANDHELD	AS11058	POLICE COMPLEX	POLICE,	IN USE	OTHER EQUIPMENT	12/31/2014	\$ 1,312.50	MISSING
20626	RADAR UNIT-STALKER II STATIONARY	13353	POLICE COMPLEX	POLICE,	IN USE	OTHER EQUIPMENT	2/21/2017	\$ 1,312.50	MISSING
15782	FORD-CROWN VICTORIA 2007 SD 4-DOOR WHITE	2FAFP71W57X130729	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	1/10/2007	\$ 21,549.00	SCRAPPED
13520	MDT-DATA RADIO MODEM W/INTER- FACE CABLE/ANT-NCIC NETWORKING	508S0DE0088	POLICE COMPLEX	POLICE,	IN USE	DATA PROCESSING EQUIP	5/8/2003	\$ 2,875.00	OLD/REMOVED
15451	CHEVROLET-IMPALA LS -2006-3.5L V6-SFI	2G1WB58K569421372	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	6/28/2006	\$ 15,469.94	WRECKED
16114	RADIO-MOTOROLA XTS 2500 800 MHZ W/SOFTWARE	205CHP1497	DISPOSED	POLICE,	IN USE	COMMUNICATION	8/10/2007	\$ 2,968.00	DISPOSED
16335	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS114	POLICE COMPLEX	POLICE,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	NOT IN POSSESSION T/F EMERG MGT
16336	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS128	POLICE COMPLEX	POLICE,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	NOT IN POSSESSION T/F EMERG MGT
16339	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRA979	POLICE COMPLEX	POLICE,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	NOT IN POSSESSION T/F EMERG MGT
16340	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS066	POLICE COMPLEX	POLICE,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	NOT IN POSSESSION T/F EMERG MGT
16342	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS067	POLICE COMPLEX	POLICE,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	NOT IN POSSESSION T/F EMERG MGT
16345	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHRS073	POLICE COMPLEX	POLICE,	IN USE	COMMUNICATION	3/26/2008	\$ 2,900.00	NOT IN POSSESSION T/F EMERG MGT

16383	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHR5031	POLICE COMPLEX	POLICE,	IN USE	COMMUNICATION	3/26/2008	\$	2,900.00	NOT IN POSSESSION T/F EMERG MGT
16394	RADIO-MOTOROLA-XTS 2500 II-PORTABLE	205CHR5055	POLICE & FIRE ACADEMY	POLICE,	IN USE	COMMUNICATION	3/26/2008	\$	2,900.00	NOT IN POSSESSION T/F EMERG MGT
16648	FORD-CROWN VICTORIA-2008-WHITE	2FAFP71V18X147889	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	3/28/2008	\$	22,235.00	SCRAPPED
17255	GUN-HAND-GLOCK MODEL 22	MUY513	DISPOSED	POLICE,	IN USE	OTHER EQUIPMENT	4/9/2009	\$	144.00	DISPOSED
17257	GUN-HAND-GLOCK MODEL 22	MUY515	DISPOSED	POLICE,	IN USE	OTHER EQUIPMENT	4/9/2009	\$	144.00	DISPOSED
17259	GUN-HAND-GLOCK MODEL 22	MUY517	DISPOSED	POLICE,	IN USE	OTHER EQUIPMENT	4/9/2009	\$	144.00	DISPOSED
17267	GUN-HAND-GLOCK MODEL 22	MUY525	DISPOSED	POLICE,	IN USE	OTHER EQUIPMENT	4/9/2009	\$	144.00	DISPOSED
17312	FORD-CROWN VICTORIA-2009-WHITE	2FAHP71V09X135288	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	4/28/2009	\$	21,914.00	SOLD
17318	FORD-CROWN VICTORIA-2009-WHITE	2FAHP71V79X135286	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	4/28/2009	\$	21,914.00	SCRAPPED
17319	FORD-CROWN VICTORIA-2009-WHITE	2FAHP71V99X135287	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	4/28/2009	\$	21,914.00	DONATED TO LUMBERTON
17321	FORD-CROWN VICTORIA-2009-WHITE	2FAHP71VX9X135282	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	4/28/2009	\$	21,914.00	SCRAPPED
17336	PRINTER-DESKJET 6940	MY89MCR0Q5	POLICE COMPLEX	POLICE,	IN USE	DATA PROCESSING EQUIP	3/19/2009	\$	99.99	OUT OF DATE
17570	DODGE-CHARGER-2010-WHITE	2B3AA4CT0AH159310	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	1/15/2010	\$	22,051.00	SCRAPPED
17571	DODGE-CHARGER-2010-WHITE	2B3AA4CT2AH159311	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	1/15/2010	\$	22,051.00	DONATED
17572	DODGE-CHARGER-2010-WHITE	2B3AA4CT4AH159312	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	1/15/2010	\$	22,051.00	SCRAPPED
17573	DODGE-CHARGER-2010-WHITE	2B3AA4CT6AH159313	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	1/15/2010	\$	22,051.00	SCRAPPED
17576	DODGE-CHARGER-2010-WHITE	2B3AA4CT1AH159316	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	1/15/2010	\$	22,051.00	SCRAPPED
17579	DODGE-CHARGER-2010-WHITE	2B3AA4CT5AH159319	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	1/15/2010	\$	22,051.00	DONATED
17592	DODGE-CHARGER-2010-WHITE	2B3AA4CT2AH159468	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	2/9/2010	\$	21,674.00	SCRAPPED
17742	DODGE-CHARGER POLICE 2010 - LXDH48 2.7 V6	2B3CA4CD0AH250997	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	7/19/2010	\$	16,510.74	WRECKED
18323	2012 DODGE CHARGER - WHITE	2C3CDXAT5CH180437	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	1/25/2012	\$	22,651.00	WRECKED
18365	VIDEO MIC	11S81Y9886Y0000018	DISPOSED	POLICE,	IN USE	DATA PROCESSING EQUIP	1/25/2012	\$	990.00	DO NOT HAVE
20427	2016 DODGE CHARGER	2C3CDXAG2GH237797	POLICE COMPLEX	POLICE,	IN USE	AUTOMOBILES	6/10/2016	\$	22,263.00	SCRAPPED
20828	CHAINSAW - STIHL MS 260 W 20"	512715147	POLICE COMPLEX	POLICE,	IN USE	OTHER EQUIPMENT	11/22/2017	\$	501.56	DO NOT HAVE
20829	CHAINSAW - STIHL MS 260 W 20"	512715155	POLICE COMPLEX	POLICE,	IN USE	OTHER EQUIPMENT	11/22/2017	\$	501.56	DO NOT HAVE
7087	EXERCISE EQ.-SMITH MACHINE	X906401	POLICE & FIRE ACADEMY	P&F ACADEMY,	IN USE	OTHER EQUIPMENT	10/18/1991	\$	394.00	DO NOT HAVE
21368	FIRE FIGHTING EQUIPMENT - BUNKER GEAR/TURNOUT GEAR (COAT & PANTS)		FIRE STATION #1	FIRE,	IN USE	OTHER EQUIPMENT	9/13/2019	\$	2,281.44	ISSUED/ASSIGNED OUT
21370	FIRE FIGHTING EQUIPMENT - BUNKER GEAR/TURNOUT GEAR (COAT & PANTS)		FIRE STATION #1	FIRE,	IN USE	OTHER EQUIPMENT	9/13/2019	\$	2,281.43	ISSUED/ASSIGNED OUT
21860	CAMERA-THERMAL IMAGING KIT		FIRE STATION #1	FIRE,	IN USE	OFFICE FURN/EQUIP	1/26/2022	\$	2,643.53	DO NOT HAVE
18748	CAMERA-ECLIPSE THERMAL IMAGER	18323	FIRE STATION #1	FIRE,	IN USE	OFFICE FURN/EQUIP	5/31/2012	\$	6,807.69	DO NOT HAVE
18746	CAMERA-ECLIPSE THERMAL IMAGER	55321	FIRE STATION #1	FIRE,	IN USE	OFFICE FURN/EQUIP	5/31/2012	\$	6,807.69	DO NOT HAVE
18743	CAMERA-ECLIPSE THERMAL IMAGER	55318	FIRE STATION #1	FIRE,	IN USE	OFFICE FURN/EQUIP	5/31/2012	\$	6,807.69	DO NOT HAVE
18738	CAMERA-ECLIPSE THERMAL IMAGER	55313	FIRE STATION #1	FIRE,	IN USE	OFFICE FURN/EQUIP	5/31/2012	\$	6,807.69	DO NOT HAVE
21175	FIRE FIGHTING EQUIPMENT - BUNKER GEAR (COAT & PANTS)		FIRE STATION #1	FIRE,	IN USE	OTHER EQUIPMENT	11/2/2017	\$	1,957.00	ISSUED/ASSIGNED OUT
21176	FIRE FIGHTING EQUIPMENT - BUNKER GEAR (2 COAT & PANTS)		FIRE STATION #1	FIRE,	IN USE	OTHER EQUIPMENT	1/29/2018	\$	3,928.28	ISSUED/ASSIGNED OUT
14637	MOWER-SNAPPER RIDER 28 IN. - ELECTRIC	0407292A33894	FIRE STATION #2	FIRE,	IN USE	AGRICULTURAL EQUIPMENT	3/8/2005	\$	1,133.00	DO NOT HAVE
17912	DIAGNOSTIC EQUIPMENT/SOFTWARE & CABLES		FIRE STATION #7	FIRE,	IN USE	OTHER EQUIPMENT	1/10/2011	\$	4,998.00	DO NOT HAVE
15046	DESK-EXECUTIVE "L"-36 X 72 CHERRY LEFT RETURN		FIRE STATION #1	FIRE,	IN USE	OFFICE FURN/EQUIP	12/9/2005	\$	1,099.00	DO NOT HAVE
17492	PC-LAPTOP-HP TABLET NOTEBOOK	CNF9332J4H	FIRE STATION #1	FIRE,	IN USE	DATA PROCESSING EQUIP	8/5/2009	\$	1,450.00	OUT OF DATE
17493	PC-LAPTOP-HP TABLET NOTEBOOK	CNF9332J72	FIRE STATION #1	FIRE,	IN USE	DATA PROCESSING EQUIP	8/5/2009	\$	1,450.00	OUT OF DATE
20904	RADIO-MOTOROLA APX4500		FIRE STATION #1	FIRE,	IN USE	COMMUNICATION	4/15/2016	\$	3,156.00	DO NOT HAVE
20905	RADIO-MOTOROLA APX4500		FIRE STATION #1	FIRE,	IN USE	COMMUNICATION	4/15/2016	\$	3,156.00	DO NOT HAVE
20906	RADIO-MOTOROLA APX4500		FIRE STATION #1	FIRE,	IN USE	COMMUNICATION	4/15/2016	\$	3,156.00	DO NOT HAVE
13500	SCBA FILL STATION (BOOMBOX)		FIRE STATION #8	FIRE,	IN USE	OTHER EQUIPMENT	4/15/2003	\$	3,150.00	DISPOSED OF
18577	CAMERA-CANON POWER SHOT A810		CITY HALL	HUMAN RESOURCES,	IN USE	OTHER EQUIPMENT	5/11/2012	\$	99.99	n/a per K. Eaton
14875	SCANNER-CANON-DR 2580C COMPACT COLOR	DG303275	CITY HALL	HUMAN RESOURCES,	IN USE	DATA PROCESSING EQUIP	9/8/2005	\$	799.00	n/a per K. Eaton
15957	PRINTER-FARGO DTC400	A6440230	CITY HALL	HUMAN RESOURCES,	IN USE	DATA PROCESSING EQUIP	5/29/2007	\$	2,525.00	n/a per K. Eaton
17411	PC-DAKTECH DISCOVERY 7 W/19" FLATPANEL MONITOR	090626003	CITY HALL	HUMAN RESOURCES,	IN USE	DATA PROCESSING EQUIP	7/7/2009	\$	799.00	n/a per K. Eaton

\$ 637,973.95



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, November 8, 2022

Re: Approve Interlocal Cooperation Agreement with Forrest County, Mississippi, to pledge certain incremental increases in real and personal property ad valorem tax revenue generated within the TIF District of the Midtown Montevista Project and authorize the Mayor to execute the same.
File Number: 2022-855
Minute Book #

Summary

Approve Interlocal Agreement with Forrest County, Mississippi, to pledge certain incremental increases in real and personal property ad valorem tax revenue generated within the TIF District of the Midtown Montevista Project and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of the Interlocal Cooperation Agreement with Forrest County relating to the Midtown Montevista TIF Project.

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

INTERLOCAL COOPERATION AGREEMENT

Midtown Montevista TIF Project

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made by and between **FORREST COUNTY, MISSISSIPPI** (the “County”), a political subdivision of the State of Mississippi (the “State”), acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF HATTIESBURG, MISSISSIPPI** (the “City”), a municipal corporation of the State, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended from time to time (the “Act”), to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, pursuant to the Act, the City previously conducted hearings on, approved and adopted (a) the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi 1998 (the “Redevelopment Plan”) and (b) the Tax Increment Financing Plan, Midtown Hattiesburg Project, City of Hattiesburg, Mississippi, February 2014, amended and restated for the Elam Arms Development, February 2016, as amended June 2016, and as amended and restated for the Midtown Montevista Project, August 2022 (the “City TIF Plan”) and said Redevelopment Plan constitutes a qualified plan under the Act and the TIF Plan constitutes a tax increment financing plan under the Act; and

WHEREAS, Midtown Montevista, LLC, a Mississippi limited liability company (the “Developer”) requested the City and County to participate in the construction of a Midtown Montevista Project (as defined in the TIF Plans) in conjunction with the City TIF Plan and the County’s Tax Increment Financing Plan Midtown Hattiesburg Project, City of Hattiesburg, Mississippi, February 2014, amended and restated for the Elam Arms Development, February 2016, as amended June 2016, and as amended and restated for the Midtown Montevista Project, August 2022 (the “County TIF Plan” together with the City TIF Plan, the “TIF Plans”) by issuing tax increment limited obligation bonds in principal amount of up to \$2,850,000 for a term of up to fifteen (15) years, a portion of the proceeds of which will be used to pay for certain cost of infrastructure to support the Midtown Montevista Project, including but are not necessarily limited to, installation and/or relocation of utilities such as water, sanitary sewer, burying and relocation of electrical line, construction of drainage improvements, construction of roadways with curb and gutter, concrete walks, sidewalks, lighting, site demolition and grading, parking and associated site development, installation of signage, landscaping of rights-of-way, irrigation, related engineering fees, attorney’s fees, TIF Plan preparation fees, capitalized interest, and other related soft costs in connection with construction and development of the Project, (all such costs being the “Infrastructure Improvements”) at such times in the future to finance the Infrastructure Improvements to support the Midtown Montevista Project, all as described in the TIF Plans and as authorized pursuant to the Act; and

WHEREAS, pursuant to the TIF Plans, the City entered into a Development and Reimbursement Agreement with the Developer, dated as of October 4, 2022, (the “Development Agreement”), memorializing the Developer’s agreement to construct the Infrastructure Improvements and complete the Midtown Montevista Project and the City’s intent, acting in concert with the County, to issue tax increment limited obligation bonds in principal amount of not to exceed \$2,850,000 for a term of up to fifteen (15) years (the “Bonds”), in one or more series, subject to the conditions set forth in the Development Agreement, in order to fund all or a part of the costs of the Infrastructure Improvements, subject to those conditions stated in the Development Agreement, all as are authorized by the Act and as described in the TIF Plans (the TIF Plans and the Development Agreement being hereafter referred to, collectively, as the “TIF Documents”); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Agreement wherein the City and County agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding levies for public school, library, police and fire retirement) generated by the Midtown Montevista Project within the Midtown Montevista Portion of the TIF District (as defined in the TIF Plans) as security for debt service on the Bonds, such Bonds to be issued by the City for purposes of reimbursing the Developer for part of the costs of the Infrastructure Improvements.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the Bonds, including any bonds issued for purposes of refunding the Bonds, issued by the City under the TIF Documents are paid in full.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the Midtown Montevista Portion of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of the Act and Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time.

4. **MIDTOWN MONTEVISTA PROJECT:** Shall include, but not be limited to, the “Midtown Montevista” as described in the TIF Plans, which includes an 80,000 square foot corporate headquarters for the Jones Family of Companies and may include other offices, green space and infrastructure improvements, including storm water detention and parking, all as defined in the TIF Documents.

5. **THE INFRASTRUCTURE IMPROVEMENTS:** Shall consist of the Midtown Montevista Project related Infrastructure Improvements as defined in the TIF Documents including, but are not necessarily limited to, installation of utilities such as water and sanitary

sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter; construction of public and private parking facilities, sidewalks; fire protection; installation of traffic signalization and signage; grading, lighting and landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees as identified in the TIF Documents.

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

(1) The City shall have the following obligations and responsibilities:

a. The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

b. The City shall provide documentation to the County for any expenditures made with respect to this Agreement.

c. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Midtown Montevista Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

d. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans and this Interlocal Agreement; and inspection of the Infrastructure Improvements as defined in the TIF Documents to verify that they have been completed in accordance with the City's standards, codes and resolutions, the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed (\$2,875,000), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Bonds; provided, however, that no series of the Bonds will be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

e. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein below. The "City Share" shall mean the incremental increase in real and personal property ad

valorem tax revenue (excluding levies for public school, library, police and fire retirement) generated within the Midtown Montevista Portion of the TIF District to the City. The “County Share” shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding levies for public school, library, police and fire retirement) generated within the Midtown Montevista Portion of the TIF District of the County. As used herein and in this Agreement, “Tax Increment” shall mean the “City Share” and the “County Share”.

The City Share and the County Share shall be determined annually by the City Clerk and the Chancery Clerk of the County and any surplus of such Tax Increment shall be retained by the City and the County, respectfully and used for any purpose authorized by State law.

f. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City, will be paid from the proceeds of the Bonds.

g. The City shall provide for the timely payment of debt service relating to the Bonds utilizing the lawfully available Tax Increment, including the City Share and the County Share.

h. The City shall provide to the County within 10 days of the issuance of the Bonds written notification of the issuance of such Bonds, the adopted bond resolution for the Bonds, a copy of the amortization schedule of the Bonds and a summary of the County’s participation in the payment of debt service.

(2) The County shall have the following obligations and responsibilities:

a. As set forth in the TIF Documents and this Agreement, the County does hereby pledge to the City the County Portion of the Tax Increment used for the payment of debt service on the Bonds, the payment of paying agent fees, and any deficiency in any reserve fund established by a bond resolution adopted by the City. The City Share and the County Share shall be determined annually by the City Clerk and the Chancery Clerk of the County and any surplus of such Tax Increment shall be retained by the City and the County, respectfully and used for any purpose authorized by State law.

b. The pledge of the County Share is the sole obligation of the County with respect to the payment of debt service on the Bonds, the payment of the paying agent fees, and any deficiency in a reserve fund.

c. The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City’s Bond Resolution for the issuance of each series of the Bonds, including any refunding of the Bonds.

d. The County shall provide for the timely payment of the County Share to the City Clerk so as to enable the City to make timely payment of debt service relating to the Bonds the payment of the paying agent fees, and any deficiency in a reserve fund, as set forth herein.

5. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City.

6. **EFFECTIVE DATE:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County and City and executed by the parties hereto using multiple counterparts.

THIS AGREEMENT ENTERED into this the ____ day of November 2022.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

FORREST COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Chancery Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, November 8, 2022

Re: Approve Lease Agreement with Forrest County, Mississippi for use of a certain portion of real property located at 300 Klondyke Street for a term beginning November 1, 2022 through June 30, 2025; and authorize the Mayor to execute the same.

File Number: 2022-854

Minute Book #

Summary

Approve Lease Agreement with Forrest County for use of a certain portion of real property located at 300 Klondyke Street for temporary relocation of the Forrest County Health Department. There are future plans for improvements to the Forrest County Health Department facility located at 5008 Old Highway 42. The relocation will allow for continued operations of the Health Department.

Recommendation Statement

I recommend approval of the Lease Agreement for a term beginning November 1, 2022 through June 30, 2025.

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

LEASE AGREEMENT

1. In consideration of the covenants and agreements hereinafter set forth, the City of Hattiesburg, Mississippi, acting by and through its Council (hereinafter “Lessor”), does hereby lease unto Forrest County, Mississippi, acting by and through its Board of Supervisors (hereinafter “Lessee”), that certain portion of the Lessor’s real property and improvements located at 300 Klondyke Street, Hattiesburg, Mississippi, as designated more fully herein.

2. This Agreement is for Lessee’s exclusive use of that certain 19,000 square feet of the Lessor’s facility designated in the attached Exhibit as “Health Dpt.,” the non-exclusive use of that certain 1,505 square feet of said facility designated in the attached Exhibit as “Common,” and the non-exclusive use of parking areas for staff and the general public adjacent to said facility. Said Exhibit is made a part of this Agreement as if fully incorporated herein.

3. The term of this Agreement shall run for a period of 32 months from and after November 1, 2022, through and including June 30, 2025, the termination date of Lessor’s current term of office. The parties agree that this term represents the Lessee’s best estimate of the time period required to bid and construct planned improvements to the existing Forrest County Health Department facility at 5008 Old Highway 42, Hattiesburg, Mississippi, and may be adjusted by mutual written agreement of the parties in the event that said estimate proves inaccurate.

4. During the term of this Agreement, Lessee shall pay unto Lessor the agreed rental rate of \$2,550 per month payable in arrears at the office of the Lessor. The parties agree that this rental rate represents the current pro-rata cost to Lessor of property insurance and utilities (gas and electric) at the Lessor’s facility based on the square footage to be dedicated to the exclusive use of Lessee. Lessor reserves the right to annually review and, by written notice to Lessee, adjust said rental rate to reflect any changes in said costs during the term of this Agreement.

5. The parties agree that the leased premises shall be used by Lessee in connection with the temporary relocation of the Forrest County Health Department. Notwithstanding any related agreements entered between or among the Lessee, said Department, and/or the State of Mississippi, Lessor and Lessee shall remain the sole parties in privity to this Agreement during the term thereof, and the premises shall not be subleased by Lessee nor subjected to any lien or

other encumbrance without the express written consent of Lessor.

6. In consideration of its leasehold interest, Lessee agrees and covenants to make certain permanent improvements to the premises at Lessee's expense in order to facilitate its use in connection with the temporary relocation of the Forrest County Health Department. Lessee shall obtain Lessor's preapproval in writing for any such improvements to or permanent modifications of the premises, title, use and possession of all of which shall pass to Lessor upon termination of this Agreement.

7. In further consideration of its leasehold interest, Lessee also agrees and covenants as follows:

- a. To use the leased premises only for the purpose recited above and, in any and all events, only for lawful purposes.
- b. Not to commit or permit any waste on the premises, nor allow any nuisance to exist thereon, and to abate any nuisance that may arise promptly and without expense to Lessor.
- c. Not to use or permit anything to remain about the premises which will invalidate or increase the premium rate of any policy of insurance which the Lessor may at any time hold on the premises.
- d. To take care of the leased premises and to deliver the same to Lessor in as good order and repair as the same now are, reasonable wear and tear excepted.
- e. To contract without expense to Lessor for the provision of any required utilities excepting gas and electric service, for liability insurance covering Lessee's operations on the premises, and for the insurance of Lessee's possessions stored on the premises.

8. Violation of any of the provisions of this Agreement shall grant Lessor the right to terminate same by providing Lessee with written notice of violation of at least thirty (30) calendar days, but Lessee shall be afforded reasonable opportunity to cure any alleged violation upon such notice.

9. Either party to this Agreement may terminate the same for any reason by providing written notice of at least one hundred eighty (180) calendar days to the other party at the address listed below.

10. This Agreement represents the entire agreement between the parties and may only be amended in writing duly approved and executed by the parties.

WITNESS the signatures of the parties to this indenture:

FORREST COUNTY, MISSISSIPPI

Date: _____

By: _____

President, Forrest County Board of Supervisors
P.O. Box 1310
Hattiesburg, MS 39403

ATTEST:

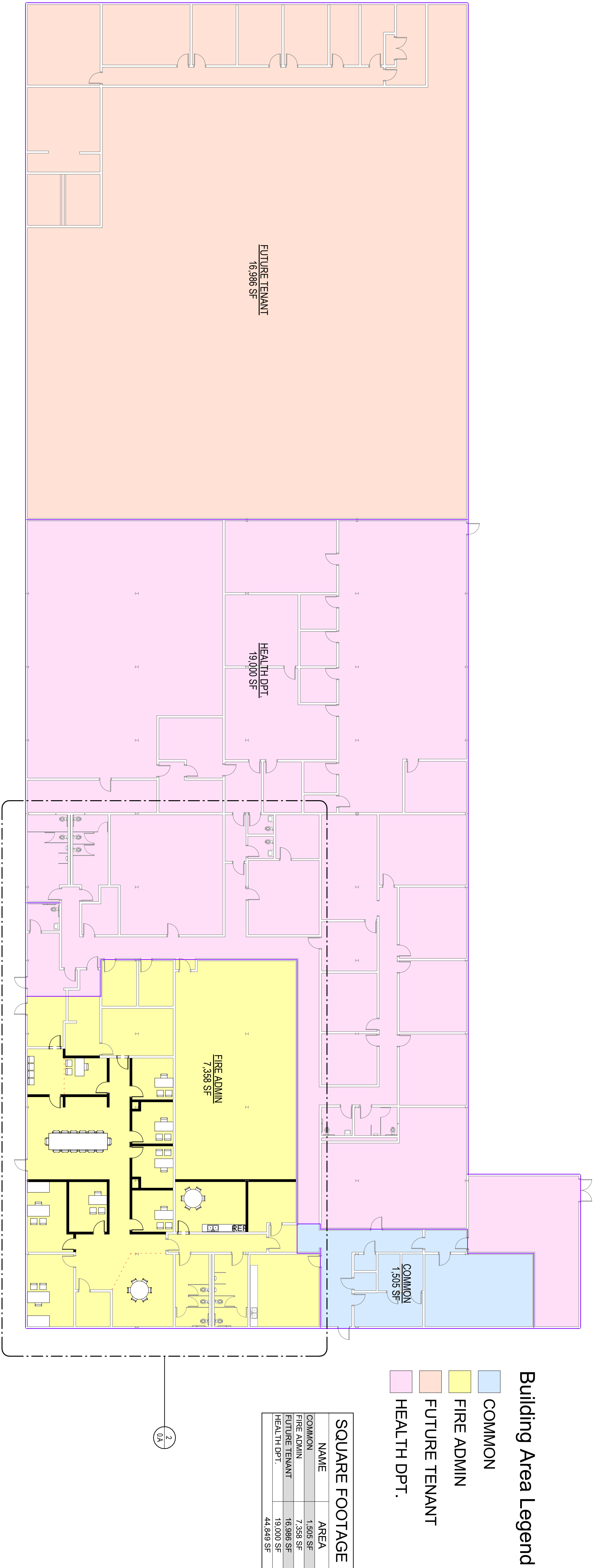
CITY OF HATTIESBURG, MISSISSIPPI

Date: _____

By: _____

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

ATTEST:



1 | OVERALL AREA PLAN

1/16" = 1'-0"



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the 12th Avenue Infrastructure Improvements Project and authorize the Mayor to execute in duplicate.
File Number: 2022-833
Minute Book #

Summary

Approve agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the 12th Avenue Infrastructure Improvements Project and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

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

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

Copyright © 2014:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices.....	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals.....	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law.....	9
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site.....	9
6.11 Shared Negligence.....	10
6.12 Records Retention.....	10
6.13 Miscellaneous Provisions.....	10
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	15
8.01 Exhibits Included:	15
8.02 Total Agreement.....	15
8.03 Designated Representatives	15
8.04 Engineer’s Certifications.....	16

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 8, 2022** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **12th Avenue Infrastructure Improvements Project** ("Project").

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

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

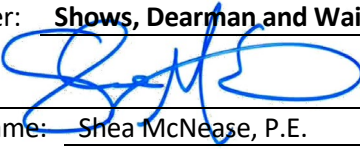
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/08/2022**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

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

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 *Construction Phase*

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

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

Exhibit A – Engineer's Services

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

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/08/2022.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/08/2022.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

4. *Progress Payments:*

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

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

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

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

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

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

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$75,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **200 day** construction schedule.

B. *Compensation for Reimbursable Expenses:*

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

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

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

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

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

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2023) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/08/2022**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/08/2022**.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/08/2022**.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

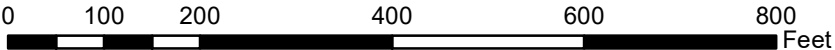
- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

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

Attachment A
City of Hattiesburg - S 12th Ave Infrastructure Improvements



Project Area,
Preliminary OPC -
\$1,100,000
(Construction Only)

Presented By: SHOWS, DEARMAN, & WAITS, INC.
3012nd Ave || Hattiesburg, MS 39401 || (p) 601.544.1821 || sd-w.com

Project #12236
Date: 8/5/2022
Scale: 1"=200'



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the CIPP Sewer in Various Locations Phase II project and authorize the Mayor to execute in duplicate.
File Number: 2022-850
Minute Book #

Summary

Approve agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the CIPP Sewer in Various Locations Phase II project; Authorize the Mayor to execute said agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

Copyright © 2014:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices.....	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals.....	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law.....	9
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site.....	9
6.11 Shared Negligence.....	10
6.12 Records Retention.....	10
6.13 Miscellaneous Provisions.....	10
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	15
8.01 Exhibits Included:	15
8.02 Total Agreement.....	15
8.03 Designated Representatives	15
8.04 Engineer’s Certifications.....	16

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 8, 2022** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **CIPP Sewer in Various Locations Phase II** ("Project").

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

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

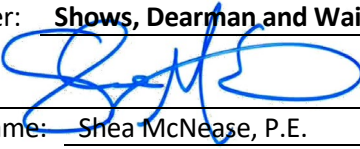
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/8/2022**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

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

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

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

A1.04 Bidding or Negotiating Phase

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

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

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

A1.05 Construction Phase

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

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

Exhibit A – Engineer's Services

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

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/8/2022.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/8/2022.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

4. *Progress Payments:*

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

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

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

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

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

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

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$150,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **270 day** construction schedule.

B. Compensation for Reimbursable Expenses:

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

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

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

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

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

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2023) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/8/2022**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/8/2022**.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/8/2022.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

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

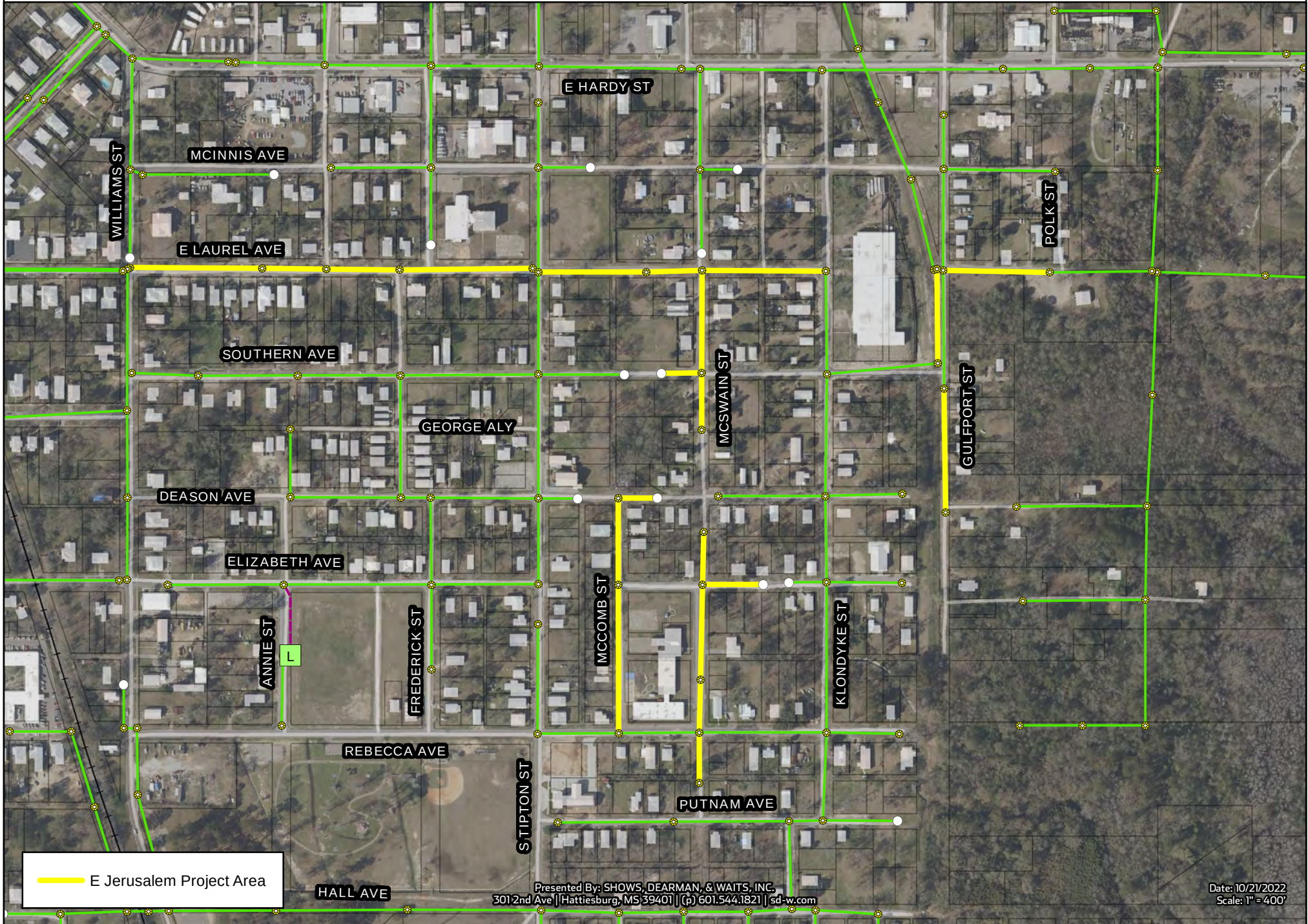
g. Other (specify): N/A

B. *Additional Insureds:*

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

CIPP Sewer in Various Locations Ph II - Attachment A

0 200 400 800 1,200 1,600 Feet

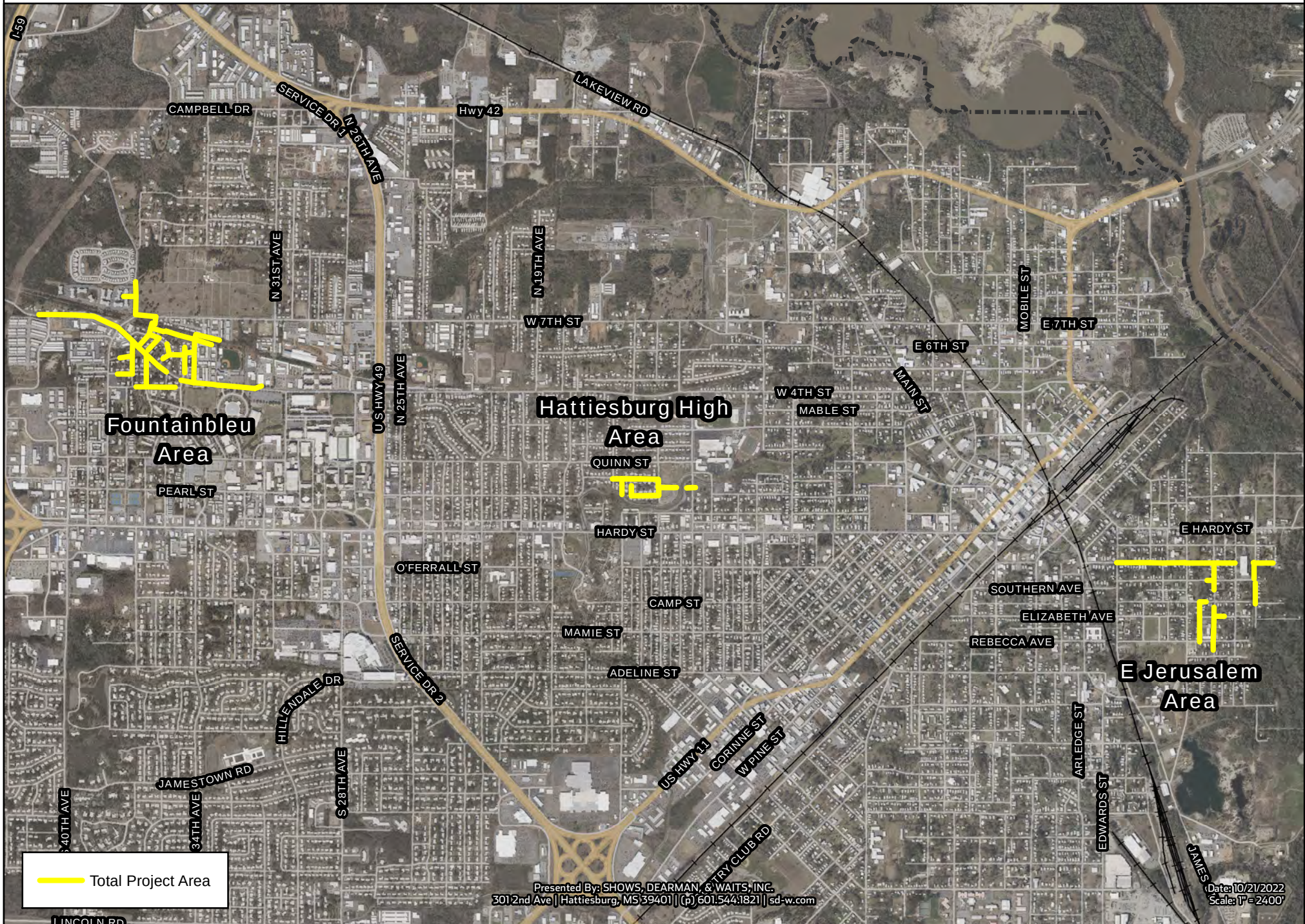


Presented By: SHOWS, DEARMAN, & WAITS, INC.
301 2nd Ave || Hattiesburg, MS 39401 || (p) 601.544.1821 || sd-w.com

Date: 10/21/2022
Scale: 1" = 400'

CIPP Sewer in Various Locations Ph II - Attachment B

0 1,150 2,300 4,600 6,900 9,200 Feet





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the South 40th Avenue Drainage Improvements Project and authorize the Mayor to execute in duplicate.
File Number: 2022-834
Minute Book #

Summary

Approve an agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the South 40th Avenue Drainage Improvements Project and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

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

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

Copyright © 2014:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices.....	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals.....	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law.....	9
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site.....	9
6.11 Shared Negligence.....	10
6.12 Records Retention.....	10
6.13 Miscellaneous Provisions.....	10
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	15
8.01 Exhibits Included:	15
8.02 Total Agreement.....	15
8.03 Designated Representatives	15
8.04 Engineer’s Certifications.....	16

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 8, 2022** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **South 40th Avenue Drainage Improvements Project** ("Project").

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

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

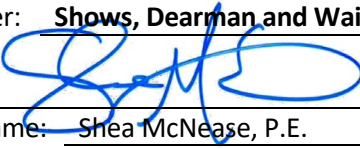
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/08/2022**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

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

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 Construction Phase

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

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

Exhibit A – Engineer's Services

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

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/08/2022.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/08/2022.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

4. *Progress Payments:*

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

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

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

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

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

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

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$47,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **150 day** construction schedule.

B. Compensation for Reimbursable Expenses:

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

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

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

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

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

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2023) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/08/2022**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/08/2022**.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/08/2022.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

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

g. Other (specify): N/A

B. *Additional Insureds:*

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

Attachment A
City of Hattiesburg - Drainage at South 40th Ave & Mamie St

0 150 300 600 900 1,200 Feet



 Preliminary Project Area

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

Project #12224
Date: 9/13/2022
Scale: 1"=300'



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Professional Services Agreement with Neel-Schaffer, Inc. to provide engineering services related to the 16th Avenue and Concart Street Improvements project and authorize the Mayor to execute in duplicate.
File Number: 2022-851
Minute Book #

Summary

Approve a professional services agreement with Neel-Schaffer, Inc. to provide engineering services related to the 16th Avenue and Concart Street Improvements project and authorize the Mayor to execute said agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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

October 19, 2022

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

RE: 16TH AVENUE AND CONCERT STREET IMPROVEMENTS
AGREEMENT FOR PROFESSIONAL SERVICES

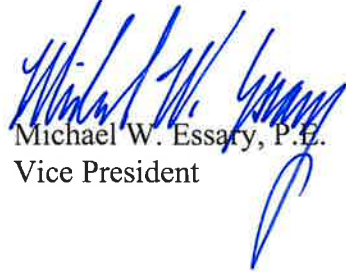
Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional services to the City of Hattiesburg in reference to the 16th Avenue and Concert Street Improvements Project. Our services will be provided for a fixed fee of \$145,300.00 and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Location Map and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

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

Sincerely,

Neel-Schaffer, Inc.


Michael W. Essary, P.E.
Vice President

ACCEPTED:

BY: _____ DATE: _____

Attachments

EXHIBIT A
Scope of Work

I - Items included in our Scope of Work:

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

II- Items NOT included in our Scope of Work:

1. Boundary Survey
2. Traffic Study
2. Property Acquisition Services
3. Environmental, Cultural or Historical Assessments

EXHIBIT B
PROJECT LOCATION MAP

Sidewalk
& Lighting

Curbed Median

Hardy Street

16th Avenue

14th Avenue

12th Avenue

10th Avenue

Concart Street

Sidewalk Limits

Traffic Circle

Mamie Street

Google Earth



1000 ft





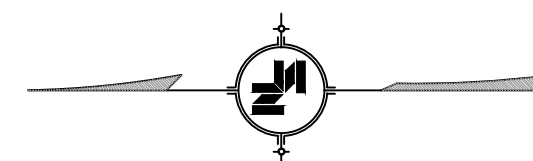
HARDY
STREET

15th AVENUE

CONCART
STREET

HARDY
STREET
BAPTIST
CHURCH

16th AVENUE



NEEL-SCHAFFER
Solutions you can build upon

CONCART STREET
AND 16TH AVENUE
TRAFFIC CALMING

WORKING NUMBER:

DRAWING NUMBER:

1

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

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

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

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

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

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

[The remainder of this page intentionally left blank]



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve a Contract with Neel-Schaffer, Inc. to provide construction engineering services related to the Hall Avenue West Overpass project (MDOT Project No. FBLD-8769-00(001)/108639-802000) and ratify the Mayor's signature on said contract.
File Number: 2022-847
Minute Book #

Summary

Approve a contract with Neel-Schaffer, Inc. to provide construction engineering services related to the Hall Avenue West Overpass project (MDOT Project No. FBLD-8769-00(001)/108639-802000) and Ratify the Mayors signature on said contract.

Recommendation Statement

I recommend approval of this item.

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

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

August 17, 2022

City of Hattiesburg
Toby Barker, Mayor
200 Forrest Street
Hattiesburg, MS 39401

RE: FBLD-8769-00(001)/ 108639-802000
City of Hattiesburg – Hall Avenue West Phase II Project
Forrest County

Dear Mayor Toby Barker,

Attached please find two (2) copies signed by the Consultant only of the Construction Engineering & Inspection Services Contract with Neel Schaffer, Inc. (the Consultant) for the above referenced project. Based on the letter dated 8/12/22 from Mr. Lamar Rutland, PE, Engineering Director with the City of Hattiesburg City of Hattiesburg, the LPA does not wish to be reimbursed with federal funds for this CE&I Contract. **Therefore, federal funds will not be eligible for this Contract.** However, we did verify that the appropriate Scope of Work was used in this Contract to ensure appropriate federal CE&I oversight.

Therefore, given the above circumstances and understanding, the LPA may execute the CE&I contracts and issue a Notice to Proceed (NTP) in accordance with the LPA Project Development Manual. Payment for these services are at the risk and discretion of the LPA. Please request that the LPA send one (1) copy of the fully executed contract and Notice to Proceed (NTP) to the LPA Division (Attention: Necole Baker), and the MDOT District LPA Coordinator.

Please contact me if you have any questions.

Regards,

Stephen Rone
Consultant Services Unit, Director

SR/sh

Cc: 77-01 LPA Division
16-10 District LPA Engineer

{Frederick/Baker/P.Morgan}
{Seyfarth}

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

***Hall Avenue Hattiesburg BUILD Grant
FBLD-8769-00(001) / 108639-802000
Forrest County***

THIS CONTRACT, is made and entered into by and between the ***City of Hattiesburg***, a body Politic of the State of Mississippi (the "LPA"), and, ***Neel-Schaffer, Inc.*** (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 704 Hardy Street, Hattiesburg, MS 39401, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for Hall Avenue West Hattiesburg BUILD Grant roadway project beginning at the BOP of the Hall Avenue CRISI Grant Project with a roundabout at the intersection of Hall, Bay, and Edward's Streets and continuing west along the existing alignment of Hall Avenue with an overpass over the Norfolk Southern Rail Line and terminating with a connection to West Pine Street, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Forrest** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Forrest County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Mayor Toby Barker
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4501
Fax: 601-545-4642
mayor@hattiesburgms.com

For Technical Matters:
Lamar Rutland, P.E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4540
Fax: 601-545-4645
lrutland@hattiesburgms.com

CONSULTANT:

For Contractual Matters:
Mike Essary, P.E.
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
Phone: 601-545-1565
Fax: 601-545-2267
michael.essary@neel-schaffer.com

For Technical Matters:
Geoffrey Crosby, P.E.
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
Phone: 601-545-1565
Fax: 601-545-2267
geoffrey.crosby@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 11856
Surveyor #
Or
Architect's #

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

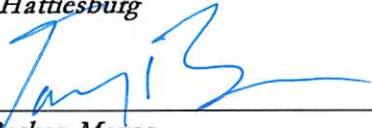
P.E.# 19984
Surveyor #
Or
Architect's #

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 7th day of October, 2022.

City of Hattiesburg

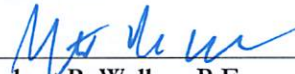


Toby Barker, Mayor

WITNESS this my signature in execution hereof, this the 17th day of August, 2022.

Neel-Schaffer, Inc.

BY: _____


Robert R. Walker, P.E.

ATTEST: 
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}

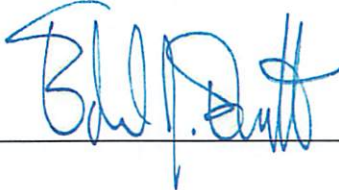
NEEL-SCHAFFER, INC.

OPINION AND CERTIFICATE OF THE CORPORATE SECRETARY
OF NEEL-SCHAFFER, INC.
REGARDING CONTRACTING AUTHORITY

I, **Edward J. Everitt** do hereby declare and certify that I am duly elected, qualified and acting Corporate Secretary of Neel-Schaffer, Inc., (the "Company"), a corporation duly organized and validly existing under the laws of the State of Mississippi, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company's Board of Directors and governing documents (and associated approved delegations thereof), **Robert R. Walker, P.E.** has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary up to the value of **\$5,000,000.00** to complete the contracting process relating to the **Hall Avenue Hattiesburg BUILD Grant, Federal Aid Project No. FBLD-8769-00(001) / 108639-802000**, with the **City of Hattiesburg, Mississippi**.

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Neel-Schaffer, Inc., on this 15th day of August, 2022.



By: Edward J. Everitt
Corporate Secretary

Corporate Seal:



EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders,

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 1,100,000.00 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the

LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

LABOR CLASSIFICATION	2023 Loaded Rate	2024 Loaded Rate	2025 Loaded Rate
Senior Project Manager	\$168.58	\$173.64	\$178.85
Project Engineer	\$156.09	\$160.78	\$165.60
Engineer Technician	\$126.62	\$130.42	\$134.34
Engineer Intern	\$100.19	\$103.20	\$106.29
Inspector	\$63.98	\$65.90	\$67.88
Administrative Assistant	\$89.25	\$91.93	\$94.69
Engineer Manager	\$241.60	\$248.85	\$256.32

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 1,100,000.00 (Total of all Charges) without the prior written consent of both parties

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,
No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 17th day of August, 2022.

Neel-Schaffer, Inc.

BY: *Robert R. Walker*
Robert R. Walker, P.E.

ATTEST: *Barbara L. Earles*

My Commission Expires:

Barbara L. Earles



EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

City of Hattiesburg

Toby Barker, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____

Authorized Officer or Agent

8/17/2022

Date

Robert R. Walker, P.E.

Printed Name of Authorized Officer or Agent

Senior Project Manager

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 17th day of August, 2022.



NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Joint-Funding Agreement for the period of October 1, 2011 to September 30, 2023 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$7,210.00 and authorize the Mayor to execute in duplicate.
File Number: 2022-839
Minute Book #

Summary

Approve Joint-Funding Agreement for the period of October 1, 2011 to September 30, 2023 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$7,210.00; Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

August 24, 2022

Mr. Lamar Rutland
P.E., City Engineer
City of Hattiesburg, MS
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mr. Rutland:

This is a standard joint-funding agreement between the City of Hattiesburg and the U.S. Geological Survey for the operation of a flood monitoring site on the Bouie River, during the period October 1, 2022 through September 30, 2023 in the amount of \$7,210 from your agency. U.S. Geological Survey contributions for this agreement are \$4,750 for a combined total of \$11,960. Please sign and return one fully-executed original to Desvin D. Jones, Lead Budget Analyst at **3535 S. Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816** or via email at **gs-w-lmg_agreements@usgs.gov**.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Victor Stricklin by phone number (205) 348-0950 or email vstrick@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Desvin Jones at phone number (225) 298-5481 or email at gs-w-lmg_agreements@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
23MLJFAMSDA088

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001885
Agreement #: 23MLJFAMSDA088
Project #: ML009Z5
TIN #: 64-6000432

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Hattiesburg, MS party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation of a flood monitoring site on the Bouie River, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$4,750 by the party of the first part during the period
October 1, 2022 to September 30, 2023
- (b) \$7,210 by the party of the second part during the period
October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001885
Agreement #: 23MLJFAMSDA088
Project #: ML00925
TIN #: 64-6000432

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Victor Stricklin
Data Chief, AL/MS
Address: 205 Hackberry Lane
Tuscaloosa, AL 35487
Telephone: (205) 348-0950
Fax: (205) 348-0970
Email: vstrick@usgs.gov

Customer Technical Point of Contact

Name: Lamar Rutland
P.E., City Engineer
Address: P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545-4640
Fax:
Email: lrutland@hattiesburgms.com

USGS Billing Point of Contact

Name: Desvin Jones
Lead Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax: (225) 298-5490
Email: ddjones@usgs.gov

Customer Billing Point of Contact

Name: Sharon Hensarling
Accountant, Engineering Department
Address: P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545-4541
Fax:
Email: shensarling@hattiesburgms.com

U.S. Geological Survey
United States
Department of Interior

City of Hattiesburg, MS

Signature

By Rodney R. Knight Date: 08/24/2022
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Memorandum of Agreement with the Mississippi Department of Transportation for the 4th Street Sidewalk Improvements Project Phase III (Thornhill Drive) Project No. HPP-8750-00(004)LPA/105845-802000 and authorize the Mayor to execute in duplicate.
File Number: 2022-845
Minute Book #

Summary

Approve Memorandum of Agreement with the Mississippi Department of Transportation for the 4th Street Sidewalk Improvements Project Phase III (Thornhill Drive) Project No. HPP-8750-00(004)LPA/105845-802000 and authorize the Mayor to execute the agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Thornhill

Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

16499-B Highway 49, Saucier, Mississippi 39574-9740
July 29, 2022

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

RE: Memorandum of Agreement, MOA
4th Street Sidewalk Improvements Phase III
HPP-8750-00(004)LPA / 105845-802000

Dear Mr. Barker,

The above referenced federal aid project has been assigned a project number:
HPP-8750-00(004)LPA / 105845-802000. This number should be used in its entirety on all
correspondence for this project.

Attached are the duplicate copies of the Memorandum of Agreement, MOA, for the above
referenced project for your review and processing. The MOA outlines responsibilities and funding
as required by the MDOT project development manual, PDM, for federal funding. Please execute
the MOA in duplicate and return with governing council or board minutes signifying approval.
Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOA, please remember to include the MDOT in any public relations
activities or press release for this project. The MDOT public relations liaison for District VI is
Michael Flood, telephone number 601-359-7020. Should you need additional information, contact
my office at 228-832-0682.

Sincerely,

Chuck Starita, PE
Asst. District 6 LPA Engineer

cc: Project File 16-10 w/ attachments

Memorandum of Agreement

HPP-8750-00(004)LPA / 105845-802000
4th Street Sidewalk Improvements
Hattiesburg, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct pedestrian improvements along 4th Street; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$669,634.75 in federal funds are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in

a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible

for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Toby Barker, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone: 601-545-4501

For Technical Matters:

COMMISSION:
District LPA Engineer – District Six
MDOT
16499-B Highway 49
Saucier, MS 39574-9740
Phone: 228-832-0682

LPA:
Lamar Rutland, Engineering Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone: 601-545-4540

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20__.

City of Hattiesburg

Toby Barker, Mayor

Attested:

(Appropriate clerk etc.)

So agreed this the _____ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book_____, Page_____.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Agreement with Mississippi Power for additional lighting on Mayfair Road for an increased monthly cost of \$45.58 and authorize the Mayor to execute the same.
File Number: 2022-837
Minute Book #

Summary

Approve agreement with Mississippi Power for additional lighting on Mayfair Road for an increased monthly cost of \$45.58 and authorize the Mayor to execute said agreement.

Recommendation Statement

I recommend approval of this item.

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

DATE: 10/28/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

Gulfport, MS 39502 or Email: (G2MPCL SVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	<u>R - 5</u>	_____
250 WATT HPS	_____	_____
400 WATT HPS	<u>R - 1</u>	<u>Mayfair Rd</u>
1000 WATT HPS	_____	<u>Monthly savings \$45.58</u>
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	<u>I - 6</u>	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.
AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Areement with Mississippi Power for additional lighting near the 136 W. 8th Street Alley for a monthly cost of \$17.32 and authorize the Mayor to execute the same.
File Number: 2022-841
Minute Book #

Summary

Approve agreement with Mississippi Power for additional lighting near the 136 W. 8th Street Alley for a monthly cost of \$17.32; Authorize the Mayor to execute said agreement.

Recommendation Statement

I recommend approval of this item.

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

DATE: 10/25/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

Gulfport, MS 39502 or Email: (G2MPCLSV@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	136 W 8th St - Alley
1000 WATT HPS	_____	Monthly Increase \$17.32
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
50WLED	I- 2	_____
_____	_____	_____
_____	_____	_____

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

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.
AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Agreement with Mississippi Power to provide additional lighting on Bay Street from Downtown to Hall Avenue at an additional monthly cost of \$54.30 and authorize the Mayor to execute the same.
File Number: 2022-838
Minute Book #

Summary

Approve agreement with Mississippi Power to provide additional lighting on Bay Street from Downtown to Hall Avenue at an additional monthly cost of \$54.30 and authorize the Mayor to execute said agreement.

Recommendation Statement

I recommend approval of this item.

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

DATE: 10/5/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

Gulfport, MS 39502 or Email: (G2MPCL SVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R - 1</u>	_____
150 WATT HPS	<u>R - 2</u>	_____
250 WATT HPS	_____	<u>Bay St from Downtown to Hall Ave</u>
400 WATT HPS	_____	<u>604 Bay St Request</u>
1000 WATT HPS	_____	<u>Monthly Increase \$54.30</u>
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>I - 2</u>	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50WLED</u>	<u>I - 7</u>	_____
_____	_____	_____
_____	_____	_____

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

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.
AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve the upgrade of certain street lights supported by Southern Pine Electric Co. and detailed in the attached document to LED lights for a monthly increase of \$419.10 and authorize the Mayor to execute the same.
File Number: 2022-846
Minute Book #

Summary

Approve the upgrade of certain street lights supported by Southern Pine Electric Co. and detailed in the attached document to LED lights for a monthly increase of \$419.10; Authorize the Mayor to execute said document.

Recommendation Statement

I recommend approval of this item.

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

City of Hattiesburg Street Lights									
Pole	Map Number	Physical Location	Light Descriptions		Pole	Trans.	Arm	Extg. Cost	New Cost
			Existing	New					
16	6907900024	Lake Estates Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
17	6906990043	Lake Estates Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
18	6906990001	Lake Estates Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
19	6906990022	Lake Estates Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
20	6906990023	Lake Estates Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
21	6906990024	Lake Estates Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
22	6906890032	Hickory Hill	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
23	6906990016	Fair Lakes Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
24	6906990041	Fair Lakes Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
25	6906990040	Fair Lakes Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
26	6906990008	Fair Lakes Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
27	6906990038	Fair Lakes Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
28	6907900003	Fair Lakes Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
29	6907900022	Fair Lakes Circle	100 HPS - \$ 7.70	LR - 70 - \$13.60				\$7.70	\$13.60
30	6907900008	Fair Lake Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60				\$7.70	\$13.60
31	6907900021	Fair Lakes Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
32	6907900007	Fair Lakes Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
36	7007010007	Pine Tree Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
37	7007010021	Country Club Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
38	7007110057	Country Club Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60			\$1.00	\$7.70	\$14.60
39	7007110008	Country Club Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60				\$7.70	\$13.60
40	7007110009	Country Club Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60				\$7.70	\$13.60
41	7007110055	Country Club Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60				\$7.70	\$13.60
42	7007110056	Country Club Dr	100 HPS - \$ 7.70	LR - 70 - \$13.60				\$7.70	\$13.60
80	7007000073	Brookline Dr	Revolution \$ 7.70	Revolution				\$7.70	\$15.45
81	7007000022	Brookline Dr	Revolution \$ 7.70	Revolution				\$7.70	\$15.45
82	7007000058	Brookline Dr	Revolution \$ 7.70	Revolution				\$7.70	\$15.45
83	7007000049	Brookline Dr	Revolution \$ 7.70	Revolution				\$7.70	\$15.45
84	7007000085	Brookline Dr	Revolution \$ 7.70	Revolution				\$7.70	\$15.45
85	7007000051	Brookline Dr	Revolution \$ 7.70	Revolution				\$7.70	\$15.45
86	7007000041	Brookline Dr	Revolution \$ 7.70	Revolution				\$7.70	\$15.45

[illegible]

Pole	Map Number	Physical Location	Light Descriptions		Pole	Trans.	Arm	Extg. Cost	New Cost
			Existing	New					
119	7006090010	Lake ShoreDr	Contemporary \$7.70	Contemporary				\$7.70	\$12.15
120	7006090016	Lake ShoreDr	Contemporary \$7.70	Contemporary				\$7.70	\$12.15
121	7006090005	Lake ShoreDr	Contemporary \$7.70	Contemporary				\$7.70	\$12.15
122	7006190013	Lake ShoreDr	Contemporary \$7.70	Contemporary				\$7.70	\$12.15
123	7006190003	Lake ShoreDr	Contemporary \$7.70	Contemporary				\$7.70	\$12.15

Southern pine Electric
PO box 60
Taylorsville Ms 39168

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

City of Hattiesburg

Toby Barker, Mayor

Date _____

Billed for existing lights = \$ 508.20

New LED Total=\$ \$927.30

Monthly Difference = \$ 419.10





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Change Order with J. W. Chain Contractors, LLC for the Jaycee Park Field Improvements Project to add items and adjust quantities for a net increase to the contract of \$147,528.94 and authorize the Mayor to execute in duplicate.
File Number: 2022-849
Minute Book #

Summary

Approve change order with J. W. Chain Contractors, LLC for the Jaycee Park Field Improvements Project to add items and adjust quantities for a net increase to the contract of \$147,528.94; Authorize the Mayor to execute the change order in duplicate.

Recommendation Statement

I recommend approval of this item.

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

CONTRACT CHANGE ORDER

OWNER: CITY OF HATTIESBURG

PROJECT NAME: JAYCEE PARK FIELD IMPROVEMENTS

CONTRACTOR: JW CHAIN CONTRACTORS, LLC

DATE: OCTOBER 28, 2022

CHANGE ORDER NUMBER: 1

REASON FOR CHANGE: CHANGES REQUESTED BY OWNER – REMOVE & REPLACE FAILED STORM SEWER

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
1A	- REMOVE AND DISPOSE OF EXISTING 30" RCP; INCLUDES REMOVAL OF EXISTING CURB INLET AT NORTHWEST CORNER OF PROJECT	190 LF	\$21.05 / LF	\$3,999.50
2A	- PROVIDE MATERIALS, EQUIPMENT, AND LABOR TO INSTALL 30"CPP; INCLUDES BEDDING SAND AND 1 FT BACKFILL OVER PIPE WITH CLEAN SAND; INCLUDES REMAINING BACKFILL WITH EXISTING MATERIALS ON SITE.	440 LF	\$340.46 / LF	\$149,802.40
2B	- PROVIDE MATERIALS, EQUIPMENT, AND LABOR TO INSTALL 30" X 12" TEE FOR SUBCONTRACTOR; INCLUDES 1 CU-YD OF CONCRETE ENCASEMENT	1 LS	\$2,500.00	\$2,500.00

53A	- ADDITIONAL MOBILIZATION FOR PEYTON UNDERGROUND TO PERFORM CO#1 WORK	1 LS	\$16,000.00	\$16,000.00
50A	- ELECTRICAL CIRCUITS AND RECEPTACLES FOR BATTING CAGES	1 LS	\$2,508.00	\$2,508.00
43	- CLASS B STRUCTCTURAL CONCRETE [QTY REDUCTION]	(14 CY)	\$1,948.64	(\$27,280.96)

TOTAL CONTRACT CHANGE	\$ 147,528.94
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$ 4,080,927.50
CURRENT CONTRACT AMOUNT:	\$ 4,080,927.50
THIS CONTRACT CHANGE	\$ 147,528.94
REVISED CONTRACT AMOUNT:	\$ 4,228,456.44
CURRENT CONTRACT COMPLETION DATE:	NORTH FIELD – 2/13/2023 SOUTH FIELD – 01/13/2023
TIME EXTENSION REQUIRED BY CHANGE:	NORTH FIELD – 60 DAYS SOUTH FIELD – 21 DAYS
REVISED CONTRACT COMPLETION DATE:	NORTH FIELD – 04/14/2023 SOUTH FIELD – 02/03/2023

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:


ENGINEER

NEEL-SCHAFER, INC.

10/28/2022

DATE

ACCEPTED BY:


CONTRACTOR

10/28/22

DATE

ACCEPTED BY:

OWNER

DATE



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Supplemental Agreement No. 1 with Grady Crawford Construction Company, Inc. for the Midtown Overlay Infrastructure Improvements project for a net decrease in the contract of \$56,610.00; Authorize the mayor to execute in triplicate.
File Number: 2022-852
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Grady Crawford Construction Company, Inc. for the Midtown Overlay Infrastructure Improvements project for a net decrease in the contract of \$56,610.00; Authorize the mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

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



Engineering Progress

October 31, 2022

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

Attn: Lamar Rutland, P.E.

**Re: Midtown Overlay Infrastructure Improvements
City of Hattiesburg**

Dear Lamar:

Enclosed please find three (3) copies of Supplemental Agreement No. 1 for the above referenced project. Please execute and return two (2) copies to our office, retaining a copy for your files.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', with a large, stylized loop at the end.

Shea E. McNease, P.E.
Project Engineer

/sm

Enclosures

**MIDTOWN OVERLAY INFRASTRUCTURE IMPROVEMENTS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 7th Day of June 2022 for Midtown Overlay Infrastructure Improvements.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact to the public and increase ease of construction.

WHEREAS: During the construction of the project notice was made by the material supplier for Item 38 – 6” Class 350 Ductile Iron Water Pipe (Open Cut) that the material could not be shipped until mid-March 2023.

WHEREAS: The aforementioned notice was deemed to be unacceptable to the owner and would place undue burden on the public. The following pay item is hereby removed the contract documents:

Item 38	6” Class 350 Ductile Iron Water Pipe (Open Cut)	L.F.	2,000	\$58.50	\$117,000.00
---------	--	------	-------	---------	--------------

WHEREAS: The aforementioned notice was deemed to be unacceptable to the owner and would place undue burden on the public. The following pay item is hereby added to the contract documents:

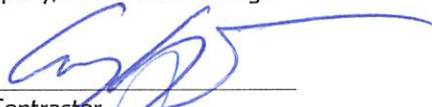
Item 92	6” C900 PVC Pipe (DR-18)	L.F.	1,320	\$45.75	\$60,390.00
---------	--------------------------	------	-------	---------	-------------

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

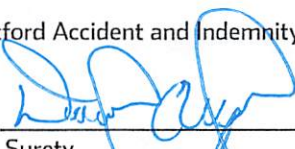
NOW, THEREFORE, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2022

Grady Crawford Construction
Company, Inc. of Baton Rouge

By: 
Contractor
Witness: 

Hartford Accident and Indemnity Company

By: 
Surety
Witness: 

City of Hattiesburg

By: _____
Owner

Witness: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL MIDWEST LIMITED

Agency Code: 43-482992

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

David Alligood of Metairie LA, William P. Garcia, Thomas A. LaPorte Jr., Kelley Quirk, James J. Tassin, Ryan Vicknair of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Accept offer of a loan in the amount of \$1,511,937.00 from the Drinking Water Systems Improvements Revolving Loan Fund and authorize the Mayor to execute the loan agreement and any other required documents in triplicate.
File Number: 2022-848
Minute Book #

Summary

Accept offer of a loan in the amount of \$1,511,937.00 from the Drinking Water Systems Improvements Revolving Loan Fund and authorize the mayor to execute the loan agreement and any other required documents in triplicate.

Recommendation Statement

I recommend approval of this item.

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

9/27/2013



HDW159
Initial Loan Offer

**LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS
IMPROVEMENTS BOARD**

September 30, 2022

CERTIFIED MAIL NO.7021 0350 0000 5180 2916

Honorable Toby Barker, Mayor
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Re: DWSIRLF Loan Offer
Water Treatment Plant No. 1 Rehabilitation
City of Hattiesburg, Forrest County, MS, PWS ID: MS0180008
DWI-L180008-02-0
CFDA # 66.468

Dear Mayor Barker:

I am pleased to offer the enclosed Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Loan in the amount of **\$1,511,937** and a loan term of **20 years** to the **City of Hattiesburg** for your drinking water facility improvements. Principal forgiveness in the amount of **\$226,791** has been awarded to a portion of this Loan award funded through the federally appropriated funds.

Please carefully review the loan agreement and the DWSIRLF Regulations enclosed. Of particular importance is Article 10.01(1) of the loan agreement, which is the schedule of actions you must take on this project. Compliance with this schedule is extremely important in order to avoid default of your loan agreement and subsequent loss of DWSIRLF loan funding for this project. Also, in accordance with Article 7.04 of the loan agreement, please be aware that this award is based upon anticipated federal, state match, and other funds being made available to the Mississippi State Department of Health (MSDH) and the Local Governments and Rural Water Systems Improvements Board (Board). Although at this time we expect to receive these funds as projected, the MSDH and the Board reserve the right to implement the actions outlined in Article 7.04 should these funds be delayed or otherwise become unavailable.

We are providing one (1) original and two (2) copies of the loan agreement. After signing, keep one copy with your official project files, send one copy to your consulting engineer, and send the original by certified mail to:

9/27/2013

Desmone Black
Mississippi State Department of Health
Bureau of Public Water Supply/DWSRF U-232
P.O. Box 1700
Jackson, MS 39215-1700

The signed loan agreement must be submitted by **November 15, 2022**. If an extension is needed, a written request with a detailed justification must be submitted to the above address by this date. If the signed agreement or request for extension is not submitted by the specified date, this loan offer becomes void.

To expedite the payment process, you must IMMEDIATELY follow the enclosed instructions to establish your PayMode account, unless you are exempt from this Department of Finance and Administration (DDFA) requirement or if you have been granted a waiver.

Following the successful PayMode account establishment, you will receive a confirmation notice. Please send the original signed loan agreement and a copy of the PayMode confirmation notice to Desmone Black at the above address. Future Payment Requests should be submitted to your DWSRF Project Manager, Anna Yamat, for payment processing. Without the PayMode confirmation notice or verification of your waiver or exemption, Payment Request No. 1 cannot be processed!!

If you wish, Drinking Water State Revolving Fund (DWSRF) Staff will hold a Project Management Conference at your offices in which administrative and technical guidance will be provided to assist you in the management of your project. Please contact **Anna Yamat**, Project Manager, at 601/576-7526, if you wish to schedule a Project Management Conference or if you otherwise need assistance.

Sincerely,



James H. Craig, III, Chairman
Local Governments and Rural Water
Systems Improvements Board

JHC:db

Enclosures

cc: Nicholas M. Connolly, P.E., PLS, Shows Dearman & Waits Engineering (w/enclosures)
Rohana (Anna) Yamat, E.I.
Desmone Black
Final Closeout File

**DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND
LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD (Board) acting through the MISSISSIPPI STATE DEPARTMENT OF HEALTH (Department) and the CITY OF HATTIESBURG, existing as an eligible Loan Recipient (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 41-3-16, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain eligible loan recipients to finance the construction of eligible water systems improvements; and

WHEREAS, the Loan Recipient has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.
- (4) "Project" shall mean facilities funded under this Agreement as described in Article IX.
- (5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as

calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

- (6) "DWSIRLF Regulations" shall mean the Drinking Water Systems Improvements Revolving Loan Fund Program Regulations, in effect as of the date of the original loan award which is September 30, 2022.
- (7) "Principal Forgiveness" shall mean that component of the loan principal which is provided by the FY2022 federal capitalization grant funds, and which in accordance with 42 U.S.C.300j-12 and the FY2022 Consolidated Appropriations Act is being forgiven as part of this loan agreement and thus does not require repayment.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine gender. Unless the context shall otherwise indicate, the singular shall include the plural, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

- (1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.
- (2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with, this Agreement.
- (3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.
- (4) All permits and approvals required as of the date of this Agreement have been obtained for construction, operation and maintenance of the Project. The Loan Recipient knows of no reason why any future required permits or approvals for the Project cannot be obtained within the time frames required by this Agreement.
- (5) The Loan Recipient shall undertake the Project on its own responsibility, and, to the extent permitted by law, shall release and hold harmless the State, its officers,

members, and employees from any claim arising in connection with the planning, design, construction, operation, maintenance, replacement, performance, or fiscal integrity of the Project. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the Project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

- (6) The Loan Recipient has, or will have prior to advertisement of the Project for bids, a procurement protest procedure in accordance with Appendix L of the DWSIRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.
- (7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.
- (8) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to plan, design, acquire property interests, repair and/or construct, and place in operation the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the DWSIRLF Regulations. The DWSIRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain within 90 days after approval of the plans, specifications, and contract documents, sufficient moneys from other sources, if required to complete and place the Project in operation on, or prior to, the completion date specified in this Agreement. Failure of the Department to award additional loan funds shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner, shall promptly make all necessary repairs and replacements.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System and Ordinance during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain Project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

ARTICLE IV - DEFAULTS AND REMEDIES

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

- (1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.
- (2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.
- (3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.
- (4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

- (5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.
- (6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.
- (7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.
- (2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.
- (5) By certifying to the Tax Commissioner delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.
- (6) By notifying financial market credit rating agencies.

- (7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.
- (8) By accelerating the repayment schedule or increasing the interest rate in accordance with the DWSIRLF Regulations.
- (9) By withholding payments to the Loan Recipient.
- (10) By terminating the Agreement, after providing thirty (30) days written notice of such intent to terminate the Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U. S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed an Agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U. S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the DWSIRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Board and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Board.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

**ARTICLE VI - SAFE DRINKING WATER ACT
AND OTHER FEDERAL REQUIREMENTS**

6.01. **SAFE DRINKING WATER ACT.** The Loan Recipient shall comply with all provisions of the Safe Drinking Water Act and regulations thereunder.

6.02. **CROSS-CUTTING FEDERAL LAWS AND AUTHORITIES.** The Loan Recipient shall comply with the cross-cutting Federal Laws and Authorities as required by the DWSIRLF Regulations, Appendix H.

6.03. **SINGLE AUDIT ACT.** The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and to the designated Federal Clearinghouse, within the time frames allowed in the Act.

6.04. **ADDITIONAL CAPITALIZATION GRANT APPROPRIATION PROVISIONS.** Due to legislation that provided the federal appropriation, additional provisions are required of the loan recipient. All funds received for the project cited in this loan agreement are subject to the additional provisions outlined in the attached Exhibit 1, which is considered part of this document.

6.05. **BUILD AMERICA BUY AMERICA ACT.** By signing this agreement, the Loan Recipient comply with the following:

(1) All federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project;

(2) All record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

6.06. DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES. By signing this agreement, Loan Recipient certifies to the best of its knowledge and belief that it and its principals:

(1)Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

(2)Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3)Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and

(4)Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Furthermore, Loan Recipient shall fully comply with Subpart C of 2 Code of Federal Regulations (CFR) Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

If it has been determined that the Loan Recipient has been debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions, it may have this proposal rejected or the loan award terminated. Additionally, under Section 97-7-10, Mississippi Code of 1972, as amended, the loan recipient may be fined up to \$10,000 or imprisoned for up to 5 years, or both.

ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$1,511,937.

7.02. SOURCE OF FUNDS. The Loan Recipient understands and agrees that the source(s) of funds for this Loan may be through EPA Regular Capitalization Grant monies, state funds, or a combination of these sources. This project is funded in the amount of \$1,511,937. Principal forgiveness has been awarded to a portion of this loan award due to the federal appropriation in the amount of \$226,791.

7.03. PROJECT BUDGET. The Loan Recipient agrees to the following project budget. Payments to the Loan Recipient for land, the facilities planning and design allowance, and the allowance for construction phase professional services may not exceed the project budget line items for each. Payments for other cost items may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department and must be in accordance with the DWSIRLF Regulations.

	<u>Loan Amount</u>
(1) Construction	\$ <u>1,199,950</u>
(2) Equipment	\$ <u>-0-</u>
(3) Supplies	\$ <u>-0-</u>
(4) Testing	\$ <u>-0-</u>
(5) Contingency	\$ <u>142,662</u>
(6) Land, Easements, Rights-of-Way	\$ <u>-0-</u>
(7) Allowance for Facilities Planning and Design	\$ <u>98,619</u>
(8) Allowance for Construction Phase Professional Services	\$ <u>70,706</u>
(9) SUBTOTAL LOAN AMOUNT	\$ <u>1,511,937</u>
(10) LESS: PRINCIPAL FORGIVENESS	\$ <u>(226,791)</u>
(11) TOTAL LOAN AMOUNT	\$ <u>1,285,146</u>

7.04. BIDS IN EXCESS OF BUDGET AMOUNTS. Should the bids for construction, equipment and supplies, and testing for this Project exceed the budget amounts for these items plus contingency, the Board may terminate this agreement in accordance with the procedures described in Article 4.03 (10).

7.05. AVAILABILITY OF FUNDS. The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.06. PROHIBITION OF DUPLICATE FUNDING. The Loan Recipient hereby agrees that all costs requested for reimbursement from the Drinking Water Systems Improvements Revolving Loan Fund Program as administered by the Local Governments and Rural Water Systems Improvements Board have not been, and will not be, also requested or received from other State or Federal agency funding sources.

7.07. INTEREST RATE AND ACCRUAL. The rate of interest on the unpaid principal of the Loan is 1.95 percent per annum, to be compounded monthly. Interest on amounts paid to the Loan Recipient will commence on the last construction contract completion date as established in the initial loan agreement or one year after the date established in the initial loan agreement for issuance of the notice to proceed on the earliest construction contract, whichever occurs first. Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.08. INITIAL REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$6,537.95 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund for a period of 237 months, to begin October 2024, subject to amendment in accordance with the DWSIRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$6,537.95 for a period of 237 months, to begin November 2024, with the exception of that portion of the repayments specified in Article 7.09. below as administrative fee. The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into a specified sub-revenue category until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with DWSIRLF Regulations.

7.09 ADMINISTRATIVE FEE. An administrative fee will be collected from the loan repayment amounts described in Article 7.08. to defray the costs of administering the Fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged. In lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee. The amount of the administrative fee to be collected will be equal to \$75,596.85 (which is five percent of the initial loan amount reflected in Article 7.01. of the Initial Loan Agreement.) or the total amount of interest due over the life of the loan, whichever is less.

ARTICLE VIII - PROJECT BUDGET PERIOD

8.01.PROJECT BUDGET PERIOD. Unless amended, the budget period for this Project begins on September 30, 2022, and expires on August 30, 2024. No costs that are incurred or requested after the expiration date will be eligible. The expiration date is 30 days after the Department's final construction observation date. Department approval of loan eligible time

extension change orders will automatically extend the budget period through such loan eligible date.

ARTICLE IX - PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Agreement described as follows:

Rehabilitation of Water Treatment Plant No. 1

The loan eligible scope is specifically limited to that described above and, if applicable, to that identified as eligible in the facilities plan and as further described by plans, specifications, contract documents, and change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the DWSIRLF Regulations.

- (1) The Loan Recipient shall comply with the following schedule in accordance with DWSIRLF Regulation III.D.(3) and III.F.(7). **Earlier completion of certain actions may require earlier completion of other actions.**
 - a. By December 29, 2022, submit a complete set of plans, specifications and contract documents to the Department;
 - b. By March 29, 2023, secure approval of plans, specifications and contract documents by the Department;
 - c. By June 27, 2023 (no later than 90 days after approval of plans, specifications, and contract document), submit clear title certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible) and easements;
 - d. By June 27, 2023 (no later than 90 days after approval of plans, specifications, and contract documents), secure all local funds necessary for the project and submit proof of such funds; **(N/A for this project)**
 - e. By June 27, 2023 (no later than 90 days after approval of plans, specifications, and contract documents), advertise all construction contracts for bids and submit proof of such advertisement;

- f. By July 27, 2023 (no later than 120 days after approval of plans, specifications, and contract documents), open bids on all construction contracts;
- g. By August 10, 2023 (no later than 14 days after receipt of bids), submit the completed MBE/WBE documentation on all construction contracts;
- h. By August 17, 2023 (no later than 21 days after receipt of bids), submit bid packages on all construction contracts, executed copies of all construction phase professional services contracts, and a loan agreement amendment request;
- i. By September 25, 2023 (60 days after receipt of bids), execute and submit all construction contract documents and issue and submit a notice to proceed on all such contracts;
- j. By June 3, 2024 (fixed date), enact the approved user charge system and ordinance/corporate resolution and submit proof of such enactment;
- k. By July 1, 2024 (may change due to change orders), complete construction on the last construction contract. All other contracts must be completed by their original contract completion date, or as amended by approved change orders;
- l. By July 11, 2024 (10 days after the last construction contract completion date), notify the Department of construction completion. Notification of completion must be given within 10 days after completion of each contract;
- m. By July 31, 2024 (30 days after the last construction contract completion date), submit all change orders which include time extensions exceeding 30 days beyond the original contract completion date and/or documentation that the Loan Recipient is implementing all legal remedies provided in the contract documents for failure to complete construction when required;
- n. By July 31, 2024 (30 days after the last construction contract completion date), hold final construction observation. A final observation will be held on each contract within 30 days after the current completion date on that contract;
- o. By August 30, 2024 (30 days after final construction observation), submit final payment requests, approvable summary change orders, full-scale record drawings, the registered engineer's certification of compliance with plans, specifications and contract documents, appropriate bacteriological test results, final construction phase professional services contract amendments and all other administrative forms and documents required by the Agreement

and the Department. **Payment requests submitted after this date are not allowable regardless of when the costs were incurred;**

- (2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Agreement requirement.
- (3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for the allowance for professional services after loan award shall be reduced to reflect eligible costs using one of the following methods.
 - a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. All contracts for professional services after loan award shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
 - b. The allowance payment shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the allowance payments will exceed the eligible amount, the Department may limit payments prior to the final payment.

- (4) The Loan Recipient understands and agrees that the Mississippi State Department of Health will be performing loan eligibility/allowability document reviews and other routine loan management activities. The Loan Recipient agrees to submit all documents when so required by this Agreement (and the DWSIRLF Regulations) directly to the Mississippi State Department of Health, and to respond to such review and take such actions as required by the Mississippi State Department of Health in order to secure loan eligibility/allowability of costs incurred in the construction of this Project.
- (5) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix E of the DWSIRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives

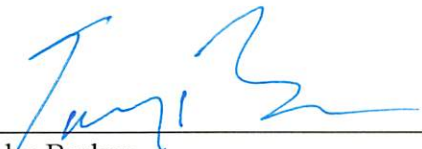
negotiated for this Project are 3.1% minority and 1.1% women's business enterprises.

IN WITNESS WHEREOF, the Board has caused this Agreement to be executed on its behalf by the Board Chairman or his designee, and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative.

CITY OF HATTIESBURG

STATE OF MISSISSIPPI

CHAIRMAN, LOCAL GOVERNMENTS
AND RURAL WATER SYSTEMS
IMPROVEMENTS BOARD
DIRECTOR, OFFICE OF HEALTH
PROTECTION
MISSISSIPPI STATE DEPARTMENT
OF HEALTH

By: 
Toby Barker
Mayor

By: 
James H. Craig, III

October 7, 2022
(Date)

September 30, 2022
(Date)

MISSISSIPPI DEPARTMENT OF REVENUE

Commissioner

(Date)

Exhibit 1

Davis-Bacon Act Wage Requirements For Drinking Water State Revolving Fund Assistance Agreements

The requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)) shall apply to any construction project carried out in whole or in part with assistance made available by a drinking water treatment revolving loan fund as authorized by section 1452 of that Act (42 U.S.C. 300j-12). One of the requirements includes the application of the Davis-Bacon Act..

In order to receive DWSIRLF Funds, recipients must, for any construction under the DWSRF, implement the application of Davis-Bacon Act requirements for the entirety of the construction activities financed by this assistance agreement through completion of construction, no matter when construction commences.

This provision applies to any construction project carried out in whole or in part with assistance made available by a State loan fund. The provision includes the following:

Labor Standards Provisions for Federally Assisted Contracts

(a) The Recipient shall insure that the **subrecipient(s)** shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Loan recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The loan recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the loan recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the loan recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the loan recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB

control number 1215-0140)

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The loan recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the loan recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the loan recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the loan recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting officer or loan recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable

wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid

the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as

provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and loan recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The loan recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia

or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The loan recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the loan recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the loan recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The **subrecipient** shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The **subrecipient** must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The **subrecipient** shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the

contract or subcontract. At a minimum, the **subrecipient** must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. **Subrecipients** must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . **Subrecipients** shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The **subrecipient** shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The **subrecipient** shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **subrecipient** must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . **Subrecipients** must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the **subrecipient** shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The **subrecipient** shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) **Subrecipients** must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

Use of American Iron and Steel Under 42 U.S.C. 300j-12(4) of the Safe Drinking Water Act

During fiscal years 2019 through 2023, funds made available from a State loan fund established in pursuant to 42 U.S.C. 300j-12(4) of the Safe Drinking Water Act may not be used for a project for the construction, alteration, or repair of a public water system unless all of the iron and steel products used in the project are produced in the United States.

The term “iron and steel products” means that the following products made primarily of iron and/or steel are from the United States: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

Waivers to this requirement may be submitted with written justification for review and approval for any of the following conditions:

1. Application of the requirement would be inconsistent with the public interest;
2. The iron and /or steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
3. The inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Waivers must be requested by the loan recipient to the federal government, see Exhibit 3.

Responsibilities of the Loan Recipient:

The loan recipient agrees to the following required use of American Iron and Steel Products:

None of the funds made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that –

- (1) Applying subsection (a) would be inconsistent with the public interest;

- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
- (3) Inclusion of iron and steel products in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this paragraph, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.

(d) This paragraph shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this section for management and oversight of the requirements of this paragraph.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to December 16, 2016.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials under the Buy America Build America Act

The loan recipient agrees that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - 1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the East Jerusalem Water Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.
File Number: 2022-843
Minute Book #

Summary

Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the East Jerusalem Water Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.

Recommendation Statement

I recommend approval of this item.

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



Engineering Progress

October 28, 2022

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: East Jerusalem Water Improvements
City of Hattiesburg**

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in general conformance with the previously approved plans and specifications. Enclosed please find the following:

1. Pay Estimate No. 11 FINAL in the amount of \$167,399.88
2. One (1) original and two (2) copies of Supplemental Agreement No. 1 with Attachment A & Overrun/Underrun Statement
3. Contractor's Warranty Letter
4. Consent of Surety to Final Payment
5. Contractor's Affidavit of Payment of Debts and Claims
6. Contractor's Affidavit of Release of Liens

Please return two (2) fully executed Supplemental Agreement No.1 with Attachment A & Overrun/Underrun Statement to our office for further processing.

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

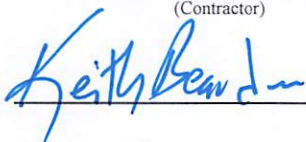
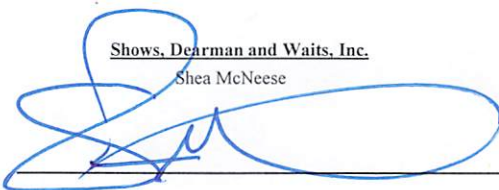
Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', is written over the word 'Sincerely,'.

Shea E. McNease, P.E.
Project Engineer

/sm

Enclosures

PERIODIC ESTIMATE FOR PARTIAL PAYMENT		Contract Start Date: 7/15/2020	Contract Ending Date: 3/20/2021
NAME OF PROJECT East Jerusalem Area Water Improvements		Contract Days 250 calendar days PERIODIC ESTIMATE NUMBER 11 Eleven Final	
LOCATION OF PROJECT Hattiesburg, MS		ESTIMATE PERIOD 5/1/2021 to 9/30/2021	
NAME AND ADDRESS OF OWNER City of Hattiesburg 200 Forrest Ave. Hattiesburg, MS 39401		NAME AND ADDRESS OF CONTRACTOR Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218	
SCHEDULE OF CONTRACT CHANGE ORDERS List every change order issued to date of this request even if no work has been done under on or more such orders.			
CONTRACT CHANGE ORDER		ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER
NO (1)	DATE (2)	DESCRIPTION (3)	(4)
SA1 SA1			(5)
			\$29,119.26
			\$243,358.08
TOTALS		\$29,119.26	\$243,358.08
ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE			
(a) ORIGINAL CONTRACT AMOUNT.....		\$	1,439,744.55
(b) PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....		\$	29,119.26
(c) LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....		\$	243,358.08
(d) ADJUSTED CONTRACT AMOUNT TO DATE.....		\$	1,225,505.73
ANALYSIS OF WORK PERFORMED TO DATE			
(a) COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....		\$	1,225,506.97
(b) EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....		\$	0.00
(c) TOTAL COST OF WORK PERFORMED TO DATE.....		\$	1,225,506.97
(d) ADD: MATERIALS STORED AT CLOSE OF PERIOD.....		\$	
(e) SUBTOTAL OF (c) and (d).....		\$	1,225,506.97
(f) LESS: RETAINAGE (0%).....		\$	0.00
(g) SUBTOTAL OF (e) and (f).....		\$	1,225,506.97
(h) LESS: AMOUNT OF PREVIOUS ESTIMATES.....		\$	1,058,107.09
(i) AMOUNT DUE THIS ESTIMATE.....		\$	167,399.88
CERTIFICATE OF CONTRACTOR		RECOMMENDATION OF ENGINEER	
According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received. JAY BEARDEN CONSTRUCTION, INC. (Contractor)		This Periodic Estimate for Partial Payment covers all pay item work performed by the Contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period. Shows, Dearman and Waits, Inc. Shea McNeese	
By: 		By: 	
Title: Vice President		Title: Principle Engineer	
Date: 26-Oct-22		Date: 10/27/22	

CONTRACTOR: Jay Bearden Construction, Inc.

COST BREAKDOWN

PROJECT: East Jerusalem Area Water Improvements

APPLICATION NO: Eleven Final

Contract Days 250

PERIOD: 05/01/21 11/30/2021

NOTICE TO PROCEED DATE: 07/15/20

CONTRACT ENDING DATE: 03/20/21

ITEM NO	DESCRIPTION OF WORK	CONTRACT				PREVIOUS APPLICATION		COMPLETED THIS MONTH		COMPLETED TO DATE	
		QTY	UNIT	UNIT COST	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST
1	2" & Under 150PSI Water Pipe for Connections (Open Cut)	100	LF	\$12.66	\$1,266.00	0.00	0.00	50	633.00	50	633.00
2	4" Class 350 Ductile Iron Water Pipe (O/C)	40	LF	\$33.81	\$1,352.40	0.00	0.00	0	0.00	0	0.00
3	6" Class 350 Ductile Iron Water Pipe (O/C)	21,330	LF	\$25.01	\$533,463.30	19,559	489,170.59	0	0.00	19,559	489,170.59
4	8" Class 350 Ductile Iron Water Pipe (O/C)	1,520	LF	\$31.23	\$47,469.60	2,403	75,045.69	0	0.00	2403	75,045.69
5	Tracer Wire System for Water	1	LS	\$35,792.60	\$35,792.60	1.00	35,792.60	0.00	0.00	1.00	35,792.60
<u>Water Connections Items</u>											
6	Cut and Cap Existing Water Line in Place	22	EA	\$470.70	\$10,355.40	0	0.00	6	2,824.20	6	2,824.20
7	Connection: Proposed 6" to Existing 1" (Hot Tap w/Valve Assembly	1	EA	\$701.50	\$701.50	0	0.00	0	0.00	1	701.50
8	Connection: Proposed 6" to Existing 2" (Hot Tap w/Valve Assembly	4	EA	\$1,089.05	\$4,356.20	4	4,356.20	3	3,267.15	7	7,623.35
9	Connection: Proposed 6" to Existing 6" (Hot Tap w/Valve Assembly	12	EA	\$2,649.60	\$31,795.20	16	42,393.60	0	0.00	16	42,393.60
10	Connection: Proposed 6" to Existing 6" (Various Fittings)	1	EA	\$660.10	\$660.10	4	2,640.40	0	0.00	4	2,640.40
11	Connection: Proposed 6" to Existing 8" (Hot Tap w/Valve Assembly)	5	EA	\$2,715.15	\$13,575.75	6	16,290.90	0	0.00	6	16,290.90
12	Connection: Proposed 6" to Existing 8" (Various Fittings)	1	EA	\$952.20	\$952.20	0	0.00	0	0.00	0	0.00
13	Connection: Proposed 6" to Existing 12" (Hot Tap w/Valve Assembly	11	EA	\$2,958.95	\$32,548.45	10	29,589.50	0	0.00	10	29,589.50
14	Connection: Proposed 6" to Proposed 6" (Tee and other fittings	29	EA	\$832.60	\$24,145.40	23	19,149.80	0	0.00	23	19,149.80
15	Connection: Proposed 8" to Existing 4" (Tee and other Fittings)	2	EA	\$951.05	\$1,902.10	1	951.05	1	951.05	2	1,902.10
16	Connection: Proposed 8" to Existing 8" (Hot Tap w/Valve Assembly)	1	EA	\$3,491.40	\$3,491.40	1	3,491.40	0	0.00	1	3,491.40
17	Connection: Proposed 8" to Existing 12" (Hot Tap w/Valve Assembly)	1	EA	\$3,818.00	\$3,818.00	2	7,636.00	0	0.00	2	7,636.00
18	Connection: Proposed 8" to Proposed 6" (Tee and other Fittings)	4	EA	\$882.05	\$3,528.20	4	3,528.20	0	0.00	4	3,528.20
19	Connection: Proposed 8" to Proposed 8" (Tee and other Fittings)	1	EA	\$916.55	\$916.55	1	916.55	0	0.00	1	916.55
<u>Water Valve Items</u>											
20	4" Insert-A-Valve	2	EA	\$1,000.00	\$2,000.00	0	0.00	0	0.00	0	0.00

ITEM NO	DESCRIPTION OF WORK	CONTRACT				PREVIOUS APPLICATION		COMPLETED THIS MONTH		COMPLETED TO DATE	
		QTY	UNIT	UNIT COST	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST
21	4" Gate Valve	2	EA	\$1,000.00	\$2,000.00	2	2,000.00	0	0.00	2	2,000.00
22	6" Gate Valve	76	EA	\$1,386.00	\$105,336.00	70	97,020.00	0	0.00	70	97,020.00
23	8" Gate Valve	4	EA	\$1,408.75	\$5,635.00	5	7,043.75	0	0.00	5	7,043.75
<u>Water Fire Protection Items</u>											
24	3 Way Fire Hydrant Assembly	29	EA	\$3,190.10	\$92,512.90	29	92,512.90	0	0.00	29	92,512.90
25	Removal of Existing Fire Hydrant	6	EA	\$575.00	\$3,450.00	0	0.00	1	575.00	1	575.00
<u>Water Service Items</u>											
26	Residential Service Tap (3/4") Assembly	205	EA	\$376.05	\$77,090.25	188	70,697.40	0	0.00	188	70,697.40
27	3/4" Service Tubing (O/C)	835	LF	\$4.83	\$4,033.05	647	3,125.01	66	318.78	713	3,443.79
28	3/4" Service Tubing (Bored)	3,990	LF	\$4.83	\$19,271.70	3645	17,605.35	295	1,424.85	3940	19,030.20
29	Remove, Relocate and Reset Existing Water Meter (Fittings Included)	10	EA	\$630.20	\$6,302.00	0	0.00	0	0.00	0	0.00
30	3/4 " Water Service Meter (Residential)	23	EA	\$446.20	\$10,262.60	0	0.00	0	0.00	0	0.00
<u>Miscellaneous Construction Items</u>											
31	Crushed Aggregate (610)	1,165	TN	\$52.90	\$61,628.50	564.96	29,886.38	233.77	12,366.43	798.73	42,252.82
32	Select Fill Material (Class 9, Group C) LVM	3,215	CY	\$7.48	\$24,048.20	352.00	2,632.96	104.00	777.92	456.00	3,410.88
33	Concrete Pavement Repair (All Depths)	200	SY	\$62.10	\$12,420.00	0.00	0.00	61.00	3,788.10	61.00	3,788.10
34	9.5mm Hot Mix Asphalt	180	TN	\$180.00	\$32,400.00	15.04	2,707.20	0.00	0.00	15.04	2,707.20
35	19mm Hot Mix Asphalt	240	TN	\$190.00	\$45,600.00	0.00	0.00	2.00	380.00	2.00	380.00
36	Brick Sidewalk Repair (All Depths)	3	SY	\$95.00	\$285.00	0.00	0.00	0.00	0.00	0.00	0.00
37	Concrete Sidewalk Repair (All Depths)	200	SY	\$59.80	\$11,960.00	0.00	0.00	151.00	9,029.80	151.00	9,029.80
38	Concrete Curb & Gutter (Match Existing Type)	225	LF	\$29.90	\$6,727.50	0.00	0.00	271	8,102.90	271.00	8,102.90
39	Remove, Salvage and Replace Chain Link Fence	170	LF	\$34.50	\$5,865.00	0.00	0.00	100	3,450.00	100.00	3,450.00
40	Remove, Salvage and Replace Wood Fence	25	LF	\$34.50	\$862.50	12.00	414.00	0	0.00	12.00	414.00
41	Remove, Salvage and Replace Net Wire Fence	46	LF	\$34.50	\$1,587.00	0.00	0.00	26	897.00	26.00	897.00
42	Solid Sod (Sod, Top Soil, Fertilizer Watering)	9,860	SY	\$10.35	\$102,051.00	0.00	0.00	3516.00	36,390.60	3516.00	36,390.60
43	Landscape Restoration (Top Soil, Plants, Mulch, Watering)	530	SF	\$9.20	\$4,876.00	485.00	4,462.00	0.00	0.00	485.00	4,462.00
44	Clearing & Grubbing	1	AC	\$3,450.00	\$3,450.00	1.00	3,450.00	0.00	0.00	1.00	3,450.00
45	Temporary Erosion Control	1	LS	\$5,750.00	\$5,750.00	0.75	4,312.50	0.25	1,437.50	1.00	5,750.00
46	Maintenance of Traffic	1	LS	\$5,750.00	\$5,750.00	0.90	5,175.00	0.10	575.00	1.00	5,750.00
47	Mobilization	1	LS	\$34,500.00	\$34,500.00	1.00	34,500.00	0.00	0.00	1.00	34,500.00
48	Miscellaneous Water Fittings and Connections	1	LS	\$29,119.25	<u>\$29,119.25</u>	0.00	<u>0.00</u>	1.00	<u>29,119.25</u>	1.00	<u>29,119.25</u>
BID TOTAL					\$1,468,863.80		1,108,496.93		116,308.53		1,225,506.97



Jay Bearden Construction, Inc

P O Box 180428

Richland, MS 39218

Office: 601-939-4292 • Fax: 601-939-4246

Email: keith@jbc.ms

MS COR# 09155MC LA COR# 55217

October 26, 2022

Mr. Shea McNease
Shows, Dearman and Waits
301 2nd Ave
Hattiesburg, MS 39401

PROJECT: East Jerusalem Area Water Improvements
City of Hattiesburg

Affidavit of Labor and Materials Warranty

We hereby guarantee all labor and materials used by JBC, Inc. on the above referenced project to be free from all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance date of December 4, 2021 and ending on December 4, 2022.

Sincerely,

Keith Bearden, Vice President
Jay Bearden Construction, Inc.

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

PROJECT: East Jerusalem Area Water Improvements

ARCHITECT'S PROJECT NUMBER:

TO OWNER: City of Hattiesburg
200 Forrest Ave
Hattiesburg, MS 39401

CONTRACT FOR: East Jerusalem Area Water
CONTRACT DATED: April 21, 2020

STATE OF: Mississippi
COUNTY OF: Rankin

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

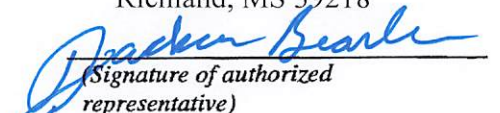
EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Jay Bearden Construction, Inc.
P O Box 180428
Richland, MS 39218

BY:


(Signature of authorized representative)
Jackson Bearden, Office Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 10/26/2022



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: East Jerusalem Area Water Improvements	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
TO OWNER: City of Hattiesburg 200 Forrest Ave. Hattiesburg, MS 39401	CONTRACT FOR: East Jerusalem Area Water CONTRACT DATED: April 21, 2020	ARCHITECT: ☐
		CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF: Mississippi
COUNTY OF: Rankin

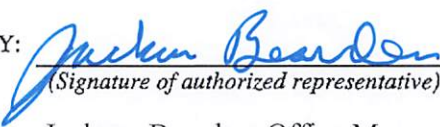
The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☐ Yes ☐ No

CONTRACTOR: Jay Bearden Construction, Inc.
P O Box 180428
Richland, MS 39218

BY: 
(Signature of authorized representative)

Jackson Bearden, Office Manager
(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date: 10/26/2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1076 Highland Colony Parkway, Suite 300 Ridgeland MS 39157	CONTACT NAME: Rita Clark
	PHONE (A/C, No, Ext): 16016053133 FAX (A/C, No):
	E-MAIL ADDRESS: Rita.Clark@ajg.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: AmFed Casualty Insurance Company NAIC # 11963
INSURED Jay Bearden Construction, Inc. P.O. Box 180428 Richland MS 39218	INSURER B: American Casualty Company of Reading, PA NAIC # 20427
	INSURER C: Continental Insurance Company NAIC # 35289
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 50600923**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$2000 Property Damage Deductibl GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			7018302092	3/25/2022	3/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			7018302108	3/25/2022	3/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7018302111	3/25/2022	3/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC1226005756	7/1/2022	7/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: East Jerusalem Area Water Improvements, Hattiesburg, MS

CERTIFICATE HOLDER**CANCELLATION**

City of Hattiesburg 200 Forrest Street Hattiesburg MS 39401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**EAST JERUSALEM AREA WATER IMPROVEMENTS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Jay Bearden Construction, Inc., Contractor and Travelers Casualty and Surety Company of America, Surety entered into a contract with the City of Hattiesburg, Owner on the 21st Day of April 2020 for East Jerusalem Area Water Improvements.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact to the public and increase ease of construction.

WHEREAS: During construction of the project unforeseen drainage structures and utilities were encountered and found to be in conflict with the installation of the proposed water main

WHEREAS: Miscellaneous water fittings were required, as listed in Attachment A to this document, to avoid the aforementioned conflicts. The following item is necessary in order to properly compensate the contractor:

Item 48	Miscellaneous Water Fittings and Connections	Lump Sum	1	\$29,119.26	\$29,119.26
---------	--	----------	---	-------------	-------------

WHEREAS: During the construction of the project unknown field conditions caused changes in the planned quantities of materials for the project.

WHEREAS: The attached Overrun/Underrun statement is included as a part of this agreement and reflects the aforementioned changes to the planned quantities.

Original Contract Amount	\$ 1,439,744.55
Subtotal for Supplemental Agreement No. 1	\$ 29,119.26
Project Increase from Overrun/Underrun	\$ 243,358.08
Final Contract Amount	\$ 1,225,505.73

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Jay Bearden Construction, Inc., Contractor and Travelers Casualty and Surety Company of America, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 26 day of October, 2022

Jay Bearden Construction, Inc.

Travelers Casualty and Surety Company of America

By: Keth Bearden
Contractor

By: [Signature]
Surety

Witness: Jackson Bearden

Witness: [Signature]

City of Hattiesburg

By: _____
Owner

Witness: _____

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 107202372

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER: City of Hattiesburg
(Name and Address) Hattiesburg, MS

ARCHITECT'S PROJECT NO:

CONTRACT FOR: East Jerusalem Area Water
Improvements, Hattiesburg, MS

PROJECT: East Jerusalem Area Water Improvements
(Name and Address) Hattiesburg, MS

CONTRACT DATED:

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

Jay Bearden Construction, Inc
P O Box 180428
Richland, MS 39218

, CONTRACTOR,

hereby approves final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

City of Hattiesburg
Hattiesburg, MS

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 27, 2022
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

(Signature of Authorized Representative)

John G. Raines Attorney-in-Fact
(Title)

Attest:
(Seal):





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOHN G. RAINES** of **RIDGELAND**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **October**, **2022**



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment A

Project: East Jerusalem Area Water Improvements
 Project No. 11284

Miscellaneous Water Fittings & Connections

BASE BID

Item No.	Item Description	Quantity	Per Item	Totals	Extension
7/22/2020	Tipton Street and Putnam Avenue - Offset coming off tapping valve to get on design line.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
	Total unit price			\$ 446.00	\$ 446.00
7/23/2020	East on Putnam Avenue - Hit unmarked 1" water line in planned pipe ditch.				
1	1" dressers	2	\$ 20.00	\$ 40.00	
	Total			\$ 40.00	\$ 40.00
7/31/2020	Putnam Avenue and McSwain Street - In road crossing, existing leak in 1.25" water line had to go under.				
1	1 1/4" dresser coupling	2	\$ 25.00	\$ 50.00	
2	1 Hour time	1	\$ 150.00	\$ 150.00	
	Total			\$ 200.00	\$ 200.00
8/5/2020	Putnam Avenue intersection with Klondyke - Existing 6" line 5' deep - Hot tap to tie in to new 6" line.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total per unit			\$ 446.00	
	(Same cost as above for 6" 22 1/2" bends)				
U	6" MJ 45 bends	3	\$ 446.00	\$ 1,338.00	
U	6" MJ 22 1/2 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 2,230.00	\$ 2,230.00
8/8/2020	Putnam Avenue - Conflict water line not marked under two 54" drainage pipes.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
1	T bore (per ft)	15	\$ 25.00	\$ 375.00	
U	6" MJ 45 bends	6	\$ 446.00	\$ 2,676.00	
	Total			\$ 3,051.00	\$ 3,051.00
8/10/2020	Deason St. bore at bridge crossing to avoid conflict with 54" RCP storm drain.				
1	6" x 40' poly black pipe	40	\$ 8.35	\$ 334.00	
2	6" MJ sleeve	2	\$ 63.60	\$ 127.20	
3	6" Megalug PVC	4	\$ 25.02	\$ 100.08	
4	6" MJ acc set L/gland	2	\$ 13.00	\$ 26.00	
5	6" Trans set L/gland	2	\$ 14.55	\$ 29.10	
6	6" JCM ss insert	2	\$ 61.75	\$ 123.50	
	Total Material			\$ 739.88	
	Labor & equipment			\$ 800.00	
	Total			\$ 1,539.88	\$ 1,539.88

Attachment A

Project: East Jerusalem Area Water Improvements
 Project No. 11284

Miscellaneous Water Fittings & Connections

BASE BID

8/11/2020	Williams Street and McInnis Avenue - Offset on tap (hot tap) to get back online.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 892.00	\$ 892.00
8/18/2020	Gulfport Street crossing of railroad grade along Elizabeth				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00	
U	6" MJ 22 1/2 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 1,784.00	\$ 1,784.00
8/19/2020	Crossing McComb Street - 1 offset from gas line.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 892.00	\$ 892.00
8/27/2020	McInnis Avenue to Klondyke Street - Tie in 5' deep at hot tap - diversion over existing gas line - grade change.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 892.00	\$ 892.00
8/31/2020	McInnis Avenue - Existing (unmarked) 6" concrete sewer service was deteriorated and fell apart when ran new 6" water line next to it. Replaced with 80' 6" SDR-35 pipe, 2 Fernco couplings (6" concrete x 6" PVC), and 6" clean-out & plug.				
1	Fernco couplings & 6" sewer pipe per ft	65	\$ 15.00	\$ 975.00	
2	6" clean out & plug	1	\$ 150.00	\$ 150.00	
	Total			\$ 1,125.00	\$ 1,125.00

Attachment A

Project: East Jerusalem Area Water Improvements
 Project No. 11284

Miscellaneous Water Fittings & Connections

BASE BID

8/31/2020	Klondyke Street and Deason Avenue - Bring up to grade from 6' deep out of hot tap (diversion).					
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00		
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00		
3	2x6" flange kits	1	\$ 40.00	\$ 40.00		
	Total Material			\$ 188.00		
	Labor & equipment			\$ 200.00		
	P/O 15%			\$ 58.00		
U	Total unit price			\$ 446.00		
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00		
	Total			\$ 892.00	\$ 892.00	
9/1/2020	Hall Avenue an Webster Street - Water leak repair (unmarked) on existing 1.25" line. Went under and started leaking.					
1	Repair 1.25" repair clamps	2	\$ 24.00	\$ 48.00		
2	Labor per hr	2	\$ 150.00	\$ 300.00		
	Total			\$ 348.00	\$ 348.00	
9/8/2020	Hall Avenue and S. Tipton Street - Offset tie into hot tap.					
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00		
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00		
3	2x6" flange kits	1	\$ 40.00	\$ 40.00		
	Total Material			\$ 188.00		
	Labor & equipment			\$ 200.00		
	P/O 15%			\$ 58.00		
U	Total unit price			\$ 446.00		
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00		
	Total			\$ 892.00	\$ 892.00	
9/23/2020	Hot Tap at Deason Avenue and Klondyke Street - 6' deep, finding water line. (Okayed by Inspector)					
1	Labor per hr	4	\$ 150.00	\$ 600.00		
	Total			\$ 600.00	\$ 600.00	
9/30/2020	McSwain Street and Elizabeth Avenue - Out of hot tap offset to miss curb inlet.					
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00		
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00		
3	2x6" flange kits	1	\$ 40.00	\$ 40.00		
	Total Material			\$ 188.00		
	Labor & equipment			\$ 200.00		
	P/O 15%			\$ 58.00		
U	Total unit price			\$ 446.00		
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00		
	Total			\$ 892.00	\$ 892.00	
10/12/2020	McSwain Street and Southern Avenue - Discovery for (cut in) cut off water - Locate existing 8" water line. Inspector allowed 2 hrs.					
1	Labor per hr	2	\$ 150.00	\$ 300.00		
	Total			\$ 300.00	\$ 300.00	

Attachment A

Project: East Jerusalem Area Water Improvements

Project No. 11284

Miscellaneous Water Fittings & Connections

BASE BID

10/14/2020	McSwain Street and Southern Avenue - offset in road crossing.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 892.00	\$ 892.00
10/21/2020	Southern Avenue and Frederick Street - Locating end of existing 6" water line for direct tie in. Allowed 4 hrs for discovery by Inspector.				
1	Labor per hr	4	\$ 150.00	\$ 600.00	
	Total			\$ 600.00	\$ 600.00
10/26/2020	Southern Avenue and Frederick Street - Hot tap 6" water line.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 892.00	\$ 892.00
11/2/2020	Elizabeth Avenue and Williams Street (at church) - Tie in to 8" x 6" tap - offset to get back on design, which was missing sidewalk and gas line.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 892.00	\$ 892.00
11/24/2020	Rebecca and Williams Street - Tap tie in diversion over 10" sewer line (repair).				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
U	6" MJ 45 bends	4	\$ 446.00	\$ 1,784.00	
	Total			\$ 1,784.00	\$ 1,784.00

Attachment A

Project: East Jerusalem Area Water Improvements
 Project No. 11284

Miscellaneous Water Fittings & Connections

BASE BID

12/3/2020	Rebecca Avenue - road crossing, diversion around gas line.				
1	8" MJ 45 bend	1	\$ 114.00	\$ 114.00	
2	2x8" mega lugs	1	\$ 90.00	\$ 90.00	
3	2x8" flange kits	1	\$ 80.84	\$ 80.84	
	Total Material			\$ 284.84	
	Labor & equipment			\$ 225.00	
	P/O 15%			\$ 76.00	
U	Total unit price			\$ 585.84	
U	8" MJ 45 bends	2	\$ 585.84	\$ 1,171.68	
	Total			\$ 1,171.68	\$ 1,171.68
12/22/2020	Elizabeth Avenue coming from Gulfport Street, across from church - Removed deteriorated 12" concrete culvert; replaced 50' with ADS pipe and new 6" line under old 12" culvert which plans show existing. Had to dig up 12" RCP, full of dirt, and couldn't relay where was as water and gas lines were in the way.				
1	12" ADS per ft	50	\$ 12.15	\$ 607.50	
2	Labor per hr	2	\$ 200.00	\$ 400.00	
	Total			\$ 1,007.50	\$ 1,007.50
1/19/2021	Unetta Street at Iqlesia Church - Offset around pole and culvert, cutting in front of concrete drive at church, to get back on line.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 892.00	\$ 892.00
1/20/2021	Corner of East Hardy and Unetta - Locate 3x3 AT&T fiber optic duct bank with 2 hr discovery. Offset over duct bank for clearance.				
1	6" MJ 45 bend	1	\$ 80.00	\$ 80.00	
2	2x6" mega lugs	1	\$ 68.00	\$ 68.00	
3	2x6" flange kits	1	\$ 40.00	\$ 40.00	
	Total Material			\$ 188.00	
	Labor & equipment			\$ 200.00	
	P/O 15%			\$ 58.00	
U	Total unit price			\$ 446.00	
1	Labor per hr (discovery)	2	\$ 200.00	\$ 400.00	
U	6" MJ 45 bends	2	\$ 446.00	\$ 892.00	
	Total			\$ 1,292.00	\$ 1,292.00

Attachment A

Project: East Jerusalem Area Water Improvements
 Project No. 11284

Miscellaneous Water Fittings & Connections

BASE BID

1/29/2021	East Hardy - Hot tap cut in - hit 2" water line unmarked 6' off. Held up crew 4 hours. Morgan tapped line. We pumped down water and city helped fix it.				
1	Labor per hr	4	\$ 200.00	\$ 800.00	
	Total			\$ 800.00	\$ 800.00
2/2/2021	North Tipton and East Hardy - Exploration for 3x3 AT&T fiber optic duct bank and gas line not shown on plans.				
1	Labor per hr	3	\$ 200.00	\$ 600.00	
	Total			\$ 600.00	\$ 600.00
2/3/2021	Deason and corner of Annie - had to remove and replace 28' of deteriorated RCP with 12" ADS where 12" concrete pipe had to be removed along with 12" inlet; installed new inlet and 6" water line underneath the 12" RCP, which was not on plans.				
1	12" inlet	1	\$ 340.00	\$ 340.00	
2	12" ADS per ft	28	\$ 12.15	\$ 340.20	
3	Labor per hr	3	\$ 200.00	\$ 600.00	
	Total			\$ 1,280.20	\$ 1,280.20
Total:			\$	29,119.26	

OVERRUNS UNDERRUNS
 PROJECT: 11284 EAST JERUSALEM AREA WATER IMPROVEMENTS
 CONTRACTOR: JAY BEARDEN CONSTRUCTION, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Water Pipe Items								
1	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	Lin. Ft.	100	50		50	\$12.66		\$ 633.00
Reason:	Item was unnecessary due to location of residential connections were not on the project.								
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	40	0		40	\$33.81		\$ 1,352.40
Reason:	Contractor could not make tie-in because existing line could not be shut off.								
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	21,330	19,559		1,771	\$25.01		\$ 44,292.71
Reason:	Area along Tipton St. was designed as 8 inch but proposal had the footage in 6 inch pipe. 8 inch pipe was installed.								
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	1,520	2,403	883		\$31.23	\$27,576.09	
Reason:	Area along Tipton St. was designed as 8 inch but proposal had the footage in 6 inch pipe. 8 inch pipe was installed.								
5	Tracer Wire System for Water	LS	1	1			\$35,792.60		
Reason:	No change								
	Water Connection Items								
6	Cut and Cap Existing Water Line in Place	Each	22	6		16	\$470.70		\$ 7,531.20
Reason:	Contractor could not cut and cap certain lines because existing line could not be shut off.								
7	Connection: Proposed 6" to Existing 1" (Hot Tap w/ Valve Assembly)	Each	1	1			\$701.50		\$ -
Reason:	No change								

OVERRUNS UNDERRUNS
 PROJECT: 11284 EAST JERUSALEM AREA WATER IMPROVEMENTS
 CONTRACTOR: JAY BEARDEN CONSTRUCTION, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
8	Connection: Proposed 6" to Existing 2" (Hot Tap w/ Valve Assembly)	Each	4	7	3		\$1,089.05	\$3,267.15	
Reason:	The existing line on Gulfport St. did not go as far as expected. Extra line was added which intersected an 2-inch line. 2-inch lines were discovered on George Alley and on Deason St. and tapped into the proposed system.								
9	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	12	16	4		\$2,649.60	\$10,598.40	
Reason:	Main line on E. Hardy St. could not be shut off. Therefore, proposed 6-inch lines were hot tapped into existing 6-inch line. Also, added a hot tap at Southern Ave. and Fredrick St. due to a gas line conflict.								
10	Connection: Proposed 6" to Existing 6" (Various Fittings)	Each	1	4	3		\$660.10	\$1,980.30	
Reason:	Plan quantity was incorrect. Connections on Item 14 were actually designed for Item 10. Connection 7 was installed in Item 9.								
11	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	5	6	1		\$2,715.15	\$2,715.15	
Reason:	No stub out @ Williams and Elizabeth. Additional Hot Tap Required.								
12	Connection: Proposed 6" to Existing 8" (Various Fittings)	Each	1	0		1	\$952.20		\$ 952.20
Reason:	No stub out @ Williams and Elizabeth. Additional Hot Tap Required.								
13	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	Each	11	10		1	\$2,958.95		\$ 2,958.95
Reason:	Plan quantity incorrect. Connection double counted at Rebecca and McComb.								
14	Connection: Proposed 6" to Proposed 6" (Tee & other Fittings)	Each	29	23		6	\$832.60		\$ 4,995.60
Reason:	Plan quantity was incorrect. Connections on Item 14 were actually designed for Item 10.								
15	Connection: Proposed 8" to Existing 4" (Tee & other Fittings)	Each	2	2		0	\$951.05		\$ -
Reason:									
16	Connection: Proposed 8" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	1	1			\$3,491.40		
Reason:	No change								

OVERRUNS UNDERRUNS
 PROJECT: 11284 EAST JERUSALEM AREA WATER IMPROVEMENTS
 CONTRACTOR: JAY BEARDEN CONSTRUCTION, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
17	Connection: Proposed 8" to Existing 12" (Hot Tap w/ Valve Assembly)	Each	1	2	1		\$3,818.00	\$3,818.00	
Reason:	Planned quantity incorrect. Both connections shown on project plans.								
18	Connection: Proposed 8" to Proposed 6" (Tee & other Fittings)	Each	4	4			\$882.05		
Reason:	No change								
19	Connection: Proposed 8" to Proposed 8" (Tee & other Fittings)	Each	1	1			\$916.55		
Reason:	No change								
	Water Valve Items								
20	4" Insert-A-Valve	Each	2	0		2	\$1,000.00		\$ 2,000.00
Reason:	Item not required.								
21	4" Gate Valve	Each	2	2			\$1,000.00		
Reason:	No change								
22	6" Gate Valve	Each	76	70		6	\$1,386.00		\$ 8,316.00
Reason:	Connections changed to Hot Taps w/ valve eliminating valves. 1 extra gate valve eliminated w/ addition of hot tap at E. Hardy and Tipton. 6-inch line on Tipton St. was changed to an 8-inch line and changed one 6-inch to an 8-inch gate valve. Valve was not needed at Williams and Rebecca.								
23	8" Gate Valve	Each	4	5	1		\$1,408.75	\$1,408.75	
Reason:	6-inch line on Tipton St. was changed to an 8-inch line and required an additional 8-inch gate valve.								
	Water Fire Protection Items								
24	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	29	29			\$3,190.10		
Reason:	No change								

OVERRUNS UNDERRUNS
PROJECT: 11284 EAST JERUSALEM AREA WATER IMPROVEMENTS
CONTRACTOR: JAY BEARDEN CONSTRUCTION, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
25	Removal of Existing Fire Hydrant	Each	6	1		5	\$575.00		\$ 2,875.00
Reason:	Existing lines were unable to be shut off. Therefore, elimination of hydrants were not possible as part of this project.								
	Water Service Items								
26	Residential Service Tap (3/4") (Incl: Fittings, Tapping Saddle, Corp Stop, etc)	Each	205	188		17	\$376.05		\$ 6,392.85
Reason:	Number of services required differed from the planned quantity. Some residences did not exist. Others were not connected to the project as they were estimated to be.								
27	3/4" Service Tubing (Open Cut) (All Sizes)	LF	835	713		122	\$4.83		\$ 589.26
Reason:	Minor change								
28	3/4" Service Tubing (Bored) (All Sizes)	LF	3,990	3,940		50	\$4.83		\$ 241.50
Reason:	Minor change								
29	Remove, Relocate and Reset Existing Water Meter (incl. fittings,etc)	Each	10	0		10	\$630.20		\$ 6,302.00
Reason:	This was not required as part of the actual construction.								
30	3/4" Water Service Meter (Residential)	Each	23	0		23	\$446.20		\$ 10,262.60
Reason:	This was not required as part of the actual construction.								
	Miscellaneous Construction Items								
31	Crushed Aggregate (Size 610)	Ton	1,165	798.73		366	\$52.90		\$ 19,375.68
Reason:	Construction did not impact roadways as anticipated.								
32	Select Fill Material (Class 9, Group C), LVM	CY	3,215	456		2,759	\$7.48		\$ 20,637.32
Reason:	Construction did not impact roadways as anticipated.								

OVERRUNS UNDERRUNS
PROJECT: 11284 EAST JERUSALEM AREA WATER IMPROVEMENTS
CONTRACTOR: JAY BEARDEN CONSTRUCTION, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
33	Concrete Pavement Repair (All Depths)	SY	200	61		139	\$62.10		\$ 8,633.14
Reason:	Concrete pavements were avoided in construction.								
34	9.5mm Hot Mix Asphalt	Ton	180	15.04		165	\$180.00		\$ 29,692.80
Reason:	Construction did not impact roadways as anticipated.								
35	19mm Hot Mix Asphalt	Ton	240	2		238	\$190.00		\$ 45,220.00
Reason:	Construction did not impact roadways as anticipated.								
36	Brick Sidewalk Repair (All Depths)	SY	3	0		3	\$95.00		\$ 285.00
Reason:	Minor change								
37	Concrete Sidewalk Repair (All Depths)	SY	200	151		49	\$59.80		\$ 2,930.20
Reason:	Concrete sidewalks were avoided in construction.								
38	Concrete Curb & Gutter (Match Existing Type)	LF	225	271	46		\$29.90	\$1,375.40	
Reason:	Impacted curb and gutter to a greater degree on E. Laurel.								
39	Remove, Salvage and Replace Chain Link Fence	LF	170	100		70	\$34.50		\$ 2,415.00
Reason:	Chain link fence was avoided were possible in construction.								
40	Remove, Salvage and Replace Wood Fence	LF	25	12		13	\$34.50		\$ 448.50
Reason:	Minor change								
41	Remove, Salvage and Replace Net Wire Fence	LF	46	26		20	\$34.50		\$ 690.00
Reason:	Net wire fence was avoided were possible in construction.								
42	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	9,860	3,516		6,344	\$10.35		\$ 65,660.40
Reason:	Sodding was not needed due to season of completion and length of project time.								

OVERRUNS UNDERRUNS
PROJECT: 11284 EAST JERUSALEM AREA WATER IMPROVEMENTS
CONTRACTOR: JAY BEARDEN CONSTRUCTION, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
43	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	530	485		45	\$9.20		\$ 414.00
Reason:	Minor change								
44	Clearing and Grubbing	Acre	1	1			\$3,450.00		
Reason:	No change								
45	Temporary Erosion Control	LS	1	1			\$5,750.00		
Reason:	No change								
46	Maintenance of Traffic	LS	1	1			\$5,750.00		
Reason:	No change								
47	Mobilization	LS	1	1			\$34,500.00		
Reason:	No change								
48	Miscellaneous Water Fittings	LS	0	1	1		\$29,119.26	\$29,119.26	
Reason:	Supplemental Agreement No. 1								

	\$	52,739.24	\$	296,097.32
PROJECT INCREASE/DECREASE	\$	(243,358.08)		
Original Contract Amount	\$	1,439,744.55		
Supplemental Agreement No. 1		\$29,119.26		
Underrun	\$	(243,358.08)		
Final Contract Amount	\$	1,225,505.74		



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the Hall Avenue Sewer Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.
File Number: 2022-844
Minute Book #

Summary

Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the Hall Avenue Sewer Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.

Recommendation Statement

I recommend approval of this item.

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



Engineering Progress

October 27, 2022

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Hall Avenue Sewer Improvements
City of Hattiesburg**

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in general conformance with the previously approved plans and specifications. Enclosed please find the following:

1. Pay Estimate No. 3 FINAL in the amount of \$350,106.22
2. Four (4) copies of Supplemental Agreement No. 1 with Overrun/Underrun Statement
3. Consent of Surety to Final Payment
4. Certificate of Substantial Completion
5. Contractor's Affidavit of Payment of Debts and Claims
6. Contractor's Affidavit of Release of Liens
7. Contractor's Notarized Statement

Please return two (2) fully executed Supplemental Agreement No.1 with Overrun/Underrun Statement to our office for further processing.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease'.

Shea E. McNease, P.E.
Project Engineer

/sm

Enclosures

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT NO: 003 REV 2 & FINAL PERIOD: 03/01/22 through 03/31/22 SHEET: 1 of 4

OWNER: City Of Hattiesburg
ENGINEER: SDW Engineering Progress
CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge
PROJECT NO.:

PROJECT: Hall Avenue Infrastructure Improvements
CONTRACT: Invoice No.: 21036-8633
PERCENT COMPLETE: 100%
ORIGINAL CONTRACT TIME: 180 Days
CONTRACT COMPLETION DATE: TIME REMAINING: 0 Days

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

Change Order Additions Deductions

Net Change: _____

Original Contract Sum:	\$	1,177,187.90
Change Orders (Net Change):		\$0.00
Contract Sum to Date:	\$	1,177,187.90
Material Stored:	\$	-
Work Completed to Date:		\$1,292,845.07
Total Completed to Date:	\$	1,292,845.07
5% Retainage:	\$	-
Total Earned Less Retainage:	\$	1,292,845.07
Less Previous Estimates:		\$942,738.85
Total Due This Estimate:	\$	350,106.22

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge

By: _____

Date: 10/27/2022

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress

By: _____

Date: 10/27/22

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City Of Hattiesburg

By: _____

Date: _____

PERIODIC ESTIMATE FOR PAYMENT NO.: 003
REV 2 & FINAL

PERIOD: 1-Mar-22 through 31-Mar-22

Page: 2 of 4

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
1	8" SDR 26 PVC Sewer Pipe (0'- 6')	\$47.80	1771	LF	\$ 84,653.80	1771	\$ 84,653.80		\$ -	1,771.00	\$ 84,653.80
2	8" SDR 26 PVC Sewer Pipe (6'- 8')	\$52.69	459	LF	\$ 24,184.71	459	\$ 24,184.71		\$ -	459.00	\$ 24,184.71
3	8" SDR 26 PVC Sewer Pipe (6'- 10')	\$59.00	248	LF	\$ 14,632.00	248	\$ 14,632.00		\$ -	248.00	\$ 14,632.00
4	8" SDR 26 PVC Sewer Pipe (10'- 12')	\$92.00	72	LF	\$ 5,904.00	72	\$ 5,904.00		\$ -	72.00	\$ 5,904.00
5	8" SDR 26 PVC Sewer Pipe (12'- 14')	\$127.00	80	LF	\$ 11,430.00	80	\$ 11,430.00		\$ -	80.00	\$ 11,430.00
6	8" Ductile Iron Sewer Pipe (0'- 6')	\$94.80	773	LF	\$ 73,280.40	773	\$ 73,280.40		\$ -	773.00	\$ 73,280.40
7	Removal Of Existing Sewer Line	\$7.00	3601	LF	\$ 25,207.00	3601	\$ 25,207.00		\$ -	3,601.00	\$ 25,207.00
8	Abandonment of Existing Sewer Line (All Sizes)	\$7.00	254	LF	\$ 1,778.00	254	\$ 1,778.00		\$ -	254.00	\$ 1,778.00
9	Tracer Wire System for Sewer	\$10,575.00	1	LS	\$ 10,575.00	1	\$ 10,575.00		\$ -	1.00	\$ 10,575.00
	Sewer Manhole Items										
10	48" Precast Concrete Sewer Manhole (0'- 6')	\$2,898.00	11.00	EA	\$ 31,768.00	11.00	\$ 31,768.00		\$ -	11.00	\$ 31,768.00
11	48" Precast Concrete Sewer Manhole (6'- 8')	\$3,632.00	3.00	EA	\$ 10,896.00	3.00	\$ 10,896.00		\$ -	3.00	\$ 10,896.00
12	48" Precast Concrete Sewer Manhole (12'- 14')	\$5,431.00	1.00	EA	\$ 5,431.00	2.00	\$ 10,862.00	-1.00	\$ (5,431.00)	1.00	\$ 5,431.00
13	Demolition and Removal Of Exsting Manholes (All Types)	\$600.00	12.00	EA	\$ 6,000.00	16.00	\$ 8,000.00	-4.00	\$ (2,000.00)	12.00	\$ 6,000.00
14	Abandonment of Exsting Manhole	\$300.00	2.00	EA	\$ 600.00	2.00	\$ 600.00		\$ -	2.00	\$ 600.00
15	Drop Manhole Assembly (All Depths)	\$1,556.00	1.00	EA	\$ 1,566.00	1.00	\$ 1,566.00		\$ -	1.00	\$ 1,558.00
	Sewer Service Items										
16	4" Sanitary Sewer Service Cleanout	\$591.00	61.00	EA	\$ 38,051.00	56.00	\$ 33,096.00	5.00	\$ 2,955.00	61.00	\$ 36,051.00
17	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	\$91.87	211.00	LF	\$ 6,882.37	177.00	\$ 6,605.59	34.00	\$ 1,076.78	211.00	\$ 6,682.37
18	8" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	\$40.89	1628.00	LF	\$ 66,568.92	1582.00	\$ 63,870.18	66.00	\$ 2,698.74	1,628.00	\$ 66,568.92
19	8" DI Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	\$82.00	341.00	LF	\$ 27,892.00	280.00	\$ 23,780.00	51.00	\$ 4,182.00	341.00	\$ 27,982.00
20	8"x8"x6" PVC Service Tee	\$188.00	54.00	EA	\$ 10,152.00	53.00	\$ 9,964.00	1.00	\$ 188.00	54.00	\$ 10,152.00
21	8"x8"x6" DI Service Tee	\$1,468.00	13.00	EA	\$ 18,954.00	13.00	\$ 18,954.00		\$ -	13.00	\$ 18,954.00
	Water Pipe Items										
22	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	\$24.00	30.00	LF	\$ 720.00	30.00	\$ 720.00		\$ -	30.00	\$ 720.00
23	4" Class 350 Ductile Iron Water Pipe (Open Cut)	\$53.00	0.00	LF	\$ -		\$ -		\$ -	0.00	\$ -
24	6" Class 350 Ductile Iron Water Pipe (Open Cut)	\$48.00	2433.00	LF	\$ 119,217.00	2433.00	\$ 119,217.00		\$ -	2,433.00	\$ 119,217.00
25	8" 200 PSI, DR11, HDPE (Directional Bore) (Incl. adapter fittings)	\$104.00	380.00	LF	\$ 39,520.00	380.00	\$ 39,520.00		\$ -	380.00	\$ 39,520.00
26	Tracer Wire System for Water	\$5,895.00	1.00	LS	\$ 5,895.00	1.00	\$ 5,895.00		\$ -	1.00	\$ 5,895.00
	Water Connection Items										
27	Cut and Cap Existing Water Lines	\$350.00	10.00	EA	\$ 3,600.00	10.00	\$ 3,600.00		\$ -	10.00	\$ 3,600.00
28	Connection: Prop 6" to Exist 2" (Hot Tap w/ Valve & other fittings)	\$1,277.00	3.00	EA	\$ 3,831.00	3.00	\$ 3,831.00		\$ -	3.00	\$ 3,831.00

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
29	Connection: Prop 6" to Exist 4" (Coupling & other fittings)	\$850.00	1.00	EA	\$ 850.00	1.00	\$ 850.00		\$ -	1.00	\$ 850.00
30	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	\$1,062.00	2.00	EA	\$ 2,124.00	2.00	\$ 2,124.00		\$ -	2.00	\$ 2,124.00
31	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	\$3,645.00	2.00	EA	\$ 7,290.00	2.00	\$ 7,290.00		\$ -	2.00	\$ 7,290.00
32	Connection: Prop 6" to Exist 10" (Hot Tap w/ Valve & other fittings)	\$3,750.00	1.00	EA	\$ 3,750.00	1.00	\$ 3,750.00		\$ -	1.00	\$ 3,750.00
33	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	\$1,459.00	5.00	EA	\$ 7,295.00	5.00	\$ 7,295.00		\$ -	5.00	\$ 7,295.00
	Water Valve Items										
34	6" Gate Valve	\$1,768.00	10.00	EA	\$ 17,680.00	10.00	\$ 17,680.00		\$ -	10.00	\$ 17,680.00
	Water Fire Protection Items										
35	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	\$4,750.00	3.00	EA	\$ 14,250.00	3.00	\$ 14,250.00		\$ -	3.00	\$ 14,250.00
36	Removal of Existing Fire Hydrant	\$1,000.00	1.00	EA	\$ 1,000.00	1.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00
	Water Service Items										
37	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	\$528.00	23.00	EA	\$ 12,098.00	23.00	\$ 12,098.00		\$ -	23.00	\$ 12,098.00
38	Reconnection of Water Service - Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	\$478.00	7.00	EA	\$ 3,346.00	7.00	\$ 3,346.00		\$ -	7.00	\$ 3,346.00
39	Residential Service Tubing (Open Cut) (All Sizes)	\$7.00	702.00	LF	\$ 4,914.00	702.00	\$ 4,914.00		\$ -	702.00	\$ 4,914.00
40	Residential Service Tubing (Bored) (All Sizes)	\$15.00	461.00	LF	\$ 6,915.00	461.00	\$ 6,915.00		\$ -	461.00	\$ 6,915.00
41	Remove and Reset Water Meter	\$77.00	22.00	EA	\$ 1,694.00	22.00	\$ 1,694.00		\$ -	22.00	\$ 1,694.00
	Miscellaneous Construction Items										
42	Crushed Aggregate (Size 610)	\$60.00	1445.55	TON	\$ 86,733.00	1188.95	\$ 71,397.00	256.60	\$ 15,336.00	1,445.55	\$ 86,733.00
43	Select Fill Material (Class 9, Group C), LVM	\$9.00	3584.00	CY	\$ 32,256.00	2808.00	\$ 25,272.00	776.00	\$ 6,984.00	3,584.00	\$ 32,256.00
44	Concrete Pavement Repair - Driveways (All Depths)	\$115.00	328.83	SY	\$ 37,826.85	34.00	\$ 3,910.00	294.83	\$ 33,916.85	328.83	\$ 37,826.85
45	9.5mm Hot Mix Asphalt	\$181.00	0.00	TON	\$ -		\$ -		\$ -	0.00	\$ -
46	19mm Hot Mix Asphalt	\$194.00	882.00	TON	\$ 185,628.00		\$ -	882.00	\$ 185,628.00	882.00	\$ 185,628.00
47	Concrete Sidewalk Repair (All Depths)	\$68.00	122.94	SY	\$ 8,359.82	75.00	\$ 6,100.00	47.94	\$ 3,259.82	122.94	\$ 8,359.82
48	Concrete Curb & Gutter (Match Existing Type)	\$37.00	252.00	LF	\$ 9,324.00	58.00	\$ 2,146.00	194.00	\$ 7,178.00	252.00	\$ 9,324.00
49	Class "B" Concrete, Minor Structures - For Pipe Collars	\$520.00	3.00	CY	\$ 1,560.00	3.00	\$ 1,560.00		\$ -	3.00	\$ 1,560.00
50	Concrete Conflict Box CB-1 - Per Plans	\$2,616.00	1.00	LS	\$ 2,616.00	1.00	\$ 2,616.00		\$ -	1.00	\$ 2,616.00
51	Concrete Conflict Box CB-1 - Per Plans	\$2,616.00	1.00	LS	\$ 2,616.00	1.00	\$ 2,616.00		\$ -	1.00	\$ 2,616.00
52	Concrete Box Culvert Modification	\$7,485.00	1.00	LS	\$ 7,485.00	1.00	\$ 7,485.00		\$ -	1.00	\$ 7,485.00
53	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$75.00	0.00	LF	\$ -		\$ -		\$ -	0.00	\$ -
54	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$90.00	126.00	LF	\$ 11,340.00	126.00	\$ 11,340.00		\$ -	126.00	\$ 11,340.00

PERIODIC ESTIMATE FOR PAYMENT NO.: 003
REV 2 & FINAL

PERIOD: 1-Mar-22 through 31-Mar-22

Page: 4 of 4

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
55	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	\$40.00	126.00	LF	\$ 5,040.00	126.00	\$ 5,040.00		\$ -	126.00	\$ 5,040.00
56	Remove, Salvage and Reset Existing Chain Link Fence	\$37.00	25.00	LF	\$ 925.00		\$ -	25.00	\$ 925.00	25.00	\$ 925.00
57	6" Yellow Traffic Strip - Paint - Hall Ave	\$9.90	1550.00	LF	\$ 15,345.00		\$ -	1550.00	\$ 15,345.00	1,550.00	\$ 15,345.00
58	Legend White Traffic Marking (6" Equivalent) - Paint - Hall Ave	\$31.00	91.00	LF	\$ 2,821.00		\$ -	91.00	\$ 2,821.00	91.00	\$ 2,821.00
59	6" Yellow Thermoplastic Detail Traffic Stripe	\$155.00	0.00	LF	\$ -		\$ -		\$ -	0.00	\$ -
60	Legend White Thermoplastic Traffic Stripes (6" Equivalent)	\$62.00	0.00	LF	\$ -		\$ -		\$ -	0.00	\$ -
61	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	\$9.00	4156.00	SY	\$ 37,404.00	1856.00	\$ 17,604.00	2200.00	\$ 19,800.00	4,156.00	\$ 37,404.00
62	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	\$30.00	100.00	SF	\$ 3,000.00	100.00	\$ 3,000.00		\$ -	100.00	\$ 3,000.00
63	Clearing and Grubbing	\$6,200.00	1.00	LS	\$ 6,200.00	1.00	\$ 6,200.00		\$ -	1.00	\$ 6,200.00
64	Temporary Erosion Control	\$6,785.00	1.00	LS	\$ 6,785.00	1.00	\$ 6,785.00		\$ -	1.00	\$ 6,785.00
65	Maintenance of Traffic	\$58,300.00	1.00	LS	\$ 58,300.00	1.00	\$ 58,300.00		\$ -	1.00	\$ 58,300.00
66	Mobilization	\$35,500.00	1.00	LS	\$ 35,500.00	1.00	\$ 35,500.00		\$ -	1.00	\$ 35,500.00
67	48" Precast Concrete Sewer Manhole (6' -10')	\$4,625.00	1	LS	\$ 4,625.00			1	\$ 4,625.00	1.00	\$ 4,625.00
	TOTAL				\$1,292,846.07		\$992,366.68		\$300,488.39		\$1,292,846.07

**HALL AVENUE INFRASTRUCTURE IMPROVEMENTS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 18th Day of August 2021 for Hall Avenue Infrastructure Improvements.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact to the public and increase ease of construction.

WHEREAS: During the course of construction of manholes, the installed depth of a manhole was checked and realized to be greater than 8' in depth, but less than 10' in depth.

WHEREAS: The bid proposal for the project did not contain a cut bracket for manholes in the 8' to 10' depth range. The following pay item is hereby removed the contract documents:

Item 67	48" Precast Concrete Sewer Manhole (8' - 10')	Each	1	\$4,625.00	\$4,625.00
---------	--	------	---	------------	------------

WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Subtotal Supplemental Agreement No. 1 -	\$ 4,625.00
Project Increase From Overrun/Underrun-	\$ 111,032.17
Original Contract Amount -	\$ 1,177,187.90
Final Contract Amount -	\$ 1,292,845.07

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

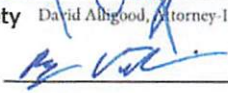
NOW, THEREFORE, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2022

Grady Crawford Construction
Company, Inc. of Baton Rouge

By: 
Contractor
Witness: 

Hartford Accident and Indemnity Company

By: 
Surety David Allgood, Attorney-In-Fact
Witness: 

City of Hattiesburg

By: _____
Owner

Witness: _____

OVERRUNS UNDERRUNS
 PROJECT: Hall Avenue Infrastructure Improvement
 CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	8" SDR 26 PVC Sewer Pipe (0'- 6')	LF	2096	1771		325	\$47.80		\$ 15,535.00
Reason: Depth of sewer in field was different than designed.									
2	8" SDR 26 PVC Sewer Pipe (6'- 8')	LF	430	459	29		\$52.69	\$ 1,528.01	
Reason: Depth of sewer in field was different than designed.									
3	8" SDR 26 PVC Sewer Pipe (8'- 10')	LF	162	248	86		\$59.00	\$ 5,074.00	
Reason: Depth of sewer in field was different than designed.									
4	8" SDR 26 PVC Sewer Pipe (10'- 12')	LF	71	72	1		\$82.00	\$ 82.00	
Reason: Depth of sewer in field was different than designed.									
5	8" SDR 26 PVC Sewer Pipe (12'- 14')	LF	85	90	5		\$127.00	\$ 635.00	
Reason: Depth of sewer in field was different than designed.									
6	8" DI Sewer Pipe (0'-6')	LF	880	773		107	\$94.80		\$ 10,143.60
Reason: Length of ductile iron pipe for ditch crossings was less than anticipated in design.									
7	Removal of Existing Sewer Line	LF	375	3601	3226		\$7.00	\$ 22,582.00	
Reason: Typographical error in bid proposal.									
8	Abandonment of Existing Sewer Line (All Sizes)	LF	254	254		0	\$7.00		\$ -
Reason: No change									
9	Tracer Wire System for Sewer	LS	1	1		0	\$10,575.00		\$ -
Reason: No change									
10	48" Precast Concrete Sewer Manhole (0' - 6')	EA	12	11		1	\$2,888.00		\$ 2,888.00
Reason: Depth of sewer in field was different than designed.									

OVERRUNS UNDERRUNS
 PROJECT: Hall Avenue Infrastructure Improvement
 CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
11	48" Precast Concrete Sewer Manhole (6' - 8')	EA	4	3		1	\$3,632.00		\$ 3,632.00
Reason: Depth of sewer in field was different than designed.									
12	48" Precast Concrete Sewer Manhole (12' - 14')	EA	1	1			\$5,431.00	\$ -	
Reason: Depth of sewer in field was different than designed.									
13	Demolition and Removal of Existing Manholes (All Types)	EA	8	12	4		\$500.00	\$ 2,000.00	
Reason: Manholes buried under asphalt not found during design had to demolished and removed.									
14	Abandonment of Existing Manhole	EA	2	2		0	\$300.00		\$ -
Reason: No change.									
15	Drop Manhole Assembly (All Depths)	EA	1	1		0	\$1,556.00		\$ -
Reason: No change.									
16	4" Sanitary Sewer Service Cleanout	EA	53	61	8		\$591.00	\$ 4,728.00	
Reason: Services not found during design were discovered during construction on Hall Ave., Ronie St., John St., Bay St. and Walnut St.									
17	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	EA	570	211		359	\$31.67		\$ 11,369.53
Reason: Service sizes and length were different than shown in design primarily along Hall Ave. & Court St.									
18	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	EA	1250	1628	378		\$40.89	\$ 15,456.42	
Reason: Service sizes and length were different than shown in design primarily along Hall Ave. & Court St.									
19	6" DI Pipe for Sanitary Sewer Service (Incl Fittings) (All Depths)	EA	390	341		49	\$82.00		\$ 4,018.00
Reason: Services on Hall Ave. between Walnut St. & Morton St. were not served on this project as designed.									
20	8"x8"x6" PVC Service Tee	EA	40	54	14		\$188.00	\$ 2,632.00	
Reason: Service locations were different than shown in design primarily along Hall Ave.									
21	8"x8"x6" DI Service Tee	EA	11	13	2		\$1,458.00	\$ 2,916.00	
Reason: Service locations were different than shown in design primarily along Hall Ave.									

OVERRUNS UNDERRUNS
 PROJECT: Hall Avenue Infrastructure Improvement
 CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
22	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	80	30		50	\$24.00		\$ 1,200.00
Reason: Service lengths were shorter than anticipated in design.									
23	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	20	0		20	\$53.00		\$ 1,060.00
Reason: Service lines were actually 6 inch.									
24	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2400	2433	33		\$49.00	\$ 1,617.00	
Reason: Service lines designed as 4 inch diameter were actually 6 inch diameter.									
25	8" 200 PSI, DR11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	380	380		0	\$104.00		\$ -
Reason: No change.									
26	Tracer Wire System for Water	LS	1	1		0	\$5,895.00		\$ -
Reason: No change.									
27	Cut and Cap Existing Lines	Each	10	10		0	\$350.00		\$ -
Reason: No change.									
28	Connection: Prop 6" to Exist 2" (Hot Tap w/ Valve & other fittings)	Each	3	3		0	\$1,277.00		\$ -
Reason: No change.									
29	Connection: Prop 6" to Exist 4" (Coupling & other fittings)	Each	1	1		0	\$850.00		\$ -
Reason: No change.									
30	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	Each	2	2		0	\$1,062.00		\$ -
Reason: No change.									
31	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	2	2		0	\$3,645.00		\$ -
Reason: No change.									
32	Connection: Prop 6" to Exist 10" (Hot Tap w/ Valve & other fittings)	Each	1	1		0	\$3,750.00		\$ -
Reason: No change.									

OVERRUNS UNDERRUNS
 PROJECT: Hall Avenue Infrastructure Improvement
 CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
33	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	Each	5	5		0	\$1,459.00		\$ -
Reason: No change.									
34	6" Gate Valve	Each	10	10		0	\$1,768.00		\$ -
Reason: No change.									
35	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag)	Each	3	3		0	\$4,750.00		\$ -
Reason: No change.									
36	Removal of Existing Fire Hydrant	Each	1	1		0	\$1,000.00		\$ -
Reason: No change.									
37	Residential Service Tap (All Sizes) (Incl. Open Cut Service Tubing, Tapping)	Each	23	23		0	\$526.00		\$ -
Reason: No change.									
38	Reconnection of Water Service - Residential Service Tap (All Sizes) (Incl. Open Cut Service Tubing, Tapping)	Each	7	7		0	\$478.00		\$ -
Reason: No change.									
39	Residential Service Tubing (Open Cut) (All Sizes)	LF	225	702	477		\$7.00	\$ 3,339.00	
Reason: Field length of services were longer than designed. Also lengthened a service on Hall Ave. to avoid sidewalk, tree and wall and open cut some services instead of boring.									
40	Residential Service Tubing (Bored) (All Sizes)	LF	665	461		204	\$15.00		\$ 3,060.00
Reason: Bores were changed to open cut to save cost and due to the discovery of water line leaks.									
41	Remove and Reset Water Meter	Each	22	22		0	\$77.00		\$ -
Reason: No change.									
42	Crushed Aggregate (Size 610)	Ton	1305	1445.55	140.55		\$60.00	\$ 8,433.00	
Reason: Subsurface conditions on Hall Ave. primarily between Dabbs & John St. and at Charles St. required overexcavation of the trench and an increase in required material.									
43	Select Fill Material (Class 9, Group C), LVM	CY	4570	3584		986	\$9.00		\$ 8,874.00
Reason: Subsurface conditions allowed for the reuse of in-situ material.									

OVERRUNS UNDERRUNS
 PROJECT: Hall Avenue Infrastructure Improvement
 CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
44	Concrete Pavement Repair - Driveways (All Depths)	SY	155	328.93	173.93		\$115.00	\$ 20,001.95	
Reason: Services were found to be located under driveways that were not located in design. This required the reconstruction of more driveways than anticipated.									
45	9.5mm Hot Mix Asphalt	Ton	265	0		265	\$161.00		\$ 42,665.00
Reason: Item was not used due to the anticipation of forthcoming Hall Avenue roadway project.									
46	19mm Hot Mix Asphalt	Ton	355	962	607		\$194.00	\$ 117,758.00	
Reason: Subsurface conditions on Hall Ave. primarily between Dabbs & John St. and at Charles St. required overexcavation of the trench and an increase in required material.									
47	Concrete Sidewalk Repair (All Depths)	SY	110	122.94	12.94		\$68.00	\$ 879.92	
Reason: Minor variance									
48	Concrete Curb & Gutter (Match Existing Type)	LF	535	252		283	\$37.00		\$ 10,471.00
Reason: Sewer on Bay St. was realigned to avoid landscaped islands.									
49	Class "B" Concrete, Minor Structures – For Pipe Collars	CY	2	3	1		\$520.00	\$ 520.00	
Reason: Minor variance									
50	Concrete Conflict Box CB-1 – Per Plans	LS	1	1		0	\$2,616.00		\$ -
Reason: No change.									
51	Concrete Conflict Box CB-1 – Per Plans	LS	1	1		0	\$2,616.00		\$ -
Reason: No change.									
52	Concrete Box Culvert Modification	LS	1	1		0	\$7,485.00		\$ -
Reason: No change.									
53	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16	0		16	\$75.00		\$ 1,200.00
Reason: Material not available. Substituted 15" RCP.									

OVERRUNS UNDERRUNS
 PROJECT: Hall Avenue Infrastructure Improvement
 CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
54	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	112	126	14		\$90.00	\$ 1,260.00	
Reason: 12" RCP not available. Substituted 15" RCP.									
55	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	64	126	62		\$40.00	\$ 2,480.00	
Reason: Cross drains were discovered that were not visible during design.									
56	Remove, Salvage and Reset Existing Chain Link Fence	LF	12	25	13		\$37.00	\$ 481.00	
Reason: Minor variance									
57	6" Yellow Traffic Stripe – Paint – Hall Ave	LF	1550	1550		0	\$9.90		\$ -
Reason: No change.									
58	Legend White Traffic Marking (6" Equivalent) – Paint – Hall Ave	LF	265	91		174	\$31.00		\$ 5,394.00
Reason: Item was not used due to the anticipation of forthcoming Hall Avenue roadway project.									
59	6" Yellow Thermoplastic Detail Traffic Stripe	LF	1	0		1	\$155.00		\$ 155.00
Reason: Item was not used due to the anticipation of forthcoming Hall Avenue roadway project.									
60	Legend White Thermoplastic Traffic Marking (6" Equivalent)	LF	60	0		60	\$62.00		\$ 3,720.00
Reason: Item was not used due to the anticipation of forthcoming Hall Avenue roadway project.									
61	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	1710	4156	2446		\$9.00	\$ 22,014.00	
Reason: Unknown services and investigation of line locations required that areas of sodding be added to repair damage.									
62	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	100	100		0	\$30.00		\$ -
Reason: No change.									
63	Clearing and Grubbing	LS	1	1		0	\$6,200.00		\$ -
Reason: No change.									

OVERRUNS UNDERRUNS
PROJECT: Hall Avenue Infrastructure Improvement
CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
64	Temporary Erosion Control	LS	1	1		0	\$6,785.00		\$ -
Reason: No change.									
65	Maintenance of Traffic	LS	1	1		0	\$58,300.00		\$ -
Reason: No change.									
66	Mobilization	LS	1	1		0	\$35,500.00		\$ -
Reason: No change.									
67	48" Precast Concrete Sewer Manhole (8' - 10')	EA	0	1	1		\$4,625.00	\$ 4,625.00	\$ -
Reason: Actual depth of manhole was greater than 8 feet. Item added by Supplemental Agreement No. 1									

Subtotal O/U \$ 236,417.30 \$ 125,385.13

PROJECT INCREASE \$ 111,032.17

Original Contract Amount \$ 1,177,187.90

Supplemental Agreement No. 1 \$ 4,625.00

Overrun \$ 111,032.17

Final Contract Amount **\$ 1,292,845.07**



AIA Document G707™ – 1994

Bond No. 43BCSIJ0902

Consent Of Surety to Final Payment

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

PROJECT : (Name and address)
Hall Avenue Infrastructures
Improvements, Hattiesburg, Mississippi

ARCHITECTS PROJECT NUMBER:

CONTRACT FOR:

TO OWNER : (Name and address)
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

CONTRACT DATED:

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

Hartford Accident & Indemnity Company One Hartford Plaza Hartford, CT 06155

, SURETY,

on bond of
(Insert name and address of Contractor)

Grady Crawford Construction Co., Inc. of Baton Rouge PO BOX 967 Baton Rouge, LA 70821

, CONTRACTOR,

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

City of Hattiesburg 200 Forest St. Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

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

Hartford Accident & Indemnity Company
(Surety)


(Signature of authorized representative)

Ryan Vicknair, Attorney-In-Fact
(Printed name and title)

Attest:
(Seal):

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL MIDWEST LIMITED
Agency Code: 43-482992

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

David Alligood of Metairie LA, William P. Garcia, Thomas A. LaPorte Jr., Kelley Quirk, James J. Tassin, Ryan Vicknair of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) Hall Avenue Infrastructures Improvements, Hattiesburg, Mississippi	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
TO OWNER: (Name and address) City of Hattiesburg 200 Forrest St Hattiesburg, MS 39401	CONTRACT FOR: CONTRACT DATED:	ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF: *Louisiana*
COUNTY OF: *East Baton Rouge Parish*

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)
Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY:

[Signature]
(Signature of authorized representative)

Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date: *8/23/22*

Notary Public:
My Commission Expires



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i> Hall Avenue Infrastructures Improvements, Hattiesburg, Mississippi	PROJECT NUMBER: / CONTRACT FOR: General Construction CONTRACT DATE:	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Hattiesburg 200 Forrest St Hattiesburg, MS 39401	TO CONTRACTOR: <i>(Name and address)</i> Grady Crawford Construction Co., Inc. of Baton Rouge PO Box 967 Baton Rouge, LA 70821	

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty  ARCHITECT	Date of Commencement BY <u>SHEA E. McNEASE, P.E.</u> DATE OF ISSUANCE <u>5/16/22</u>
--	--

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

GRADY CRAWFORD CONST. CO. INC. CONTRACTOR OF BATON ROUGE	 BY	DATE <u>8-23-22</u>
---	---	---------------------

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 a.m. (time) on 11/9/22 (date).

OWNER	BY	DATE
-------	----	------

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) ARCHITECT'S PROJECT NUMBER: OWNER: ☐
Hall Avenue Infrastructures ARCHITECT: ☐
Improvements, Hattiesburg, Mississippi CONTRACT FOR: CONTRACTOR: ☐
TO OWNER: (Name and address) CONTRACT DATED: SURETY: ☐
City of Hattiesburg OTHER: ☐
200 Forrest St
Hattiesburg, MS 39401

STATE OF: Louisiana
COUNTY OF: East Baton Rouge Parish

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

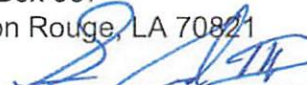
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Grady Crawford Construction Co., Inc. of
Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY:


(Signature of authorized representative)

Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date: 8/23/22

Notary Public:

My Commission Expires:



OFFICIAL SEAL
TRACY BROOKS SAUCIER
NOTARY ID # 15287
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Chief of Police

cc:

Date: Tuesday, November 8, 2022

Re: Approve Task Force Agreement between the Hattiesburg Police Department and the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") concerning the use and abuse of controlled substances and authorizing the Mayor or designee to execute the same.
File Number: 2022-819
Minute Book #

Summary

Recommendation Statement

I recommend approval of the Task Force Agreement.

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

HIDTA STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hattiesburg Police Department ORI# MS0180100 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Hattiesburg area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi, the parties hereto agree to the following:

- 1 The Hattiesburg HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Hattiesburg area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.
- 2 To accomplish the objectives of the Hattiesburg HIDTA Task Force, the parent agency agrees to detail two (2) experienced officer(s) to the Hattiesburg HIDTA Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
- 3 The parent agency officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
- 4 The parent agency officers assigned to the task force shall be deputized as task force officers pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Hattiesburg HIDTA Task Force, DEA will assign two (2) Special Agents to the task force. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board as well as the availability of HIDTA funding (from whatever source). Subject to this planning and budgeting guidance, the HIDTA will provide funding to support the activities of Federal Special Agents, Task Force Officers, and other specified employees (if any). This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

- 6 During the period of assignment to the Hattiesburg HIDTA Task Force, the parent agency will remain responsible for establishing the salaries and benefits, including overtime, of the parent agency officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of annually appropriated funds, HIDTA funds may reimburse the parent agency for overtime payments incurred by its Task Force Officers in an amount not to exceed a sum equivalent to 25% of the salary of a GS-12, Step 1 of the general pay scale for the rest of the United States. The parent agency will bill overtime as it is performed and no later than 60 days after the end of the quarter in which the overtime is performed. The invoice will identify each investigator who incurred overtime for the tasking during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.
- 12 When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in task force vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of the vehicles for task force purposes. Accidents involving vehicles while in use for task force purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.
14. While on duty and acting on task force business, the parent agency officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (28 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the Task Force may concurrently or separately be covered for the purposes of liability by their employer.
15. This agreement shall be effective from the date of the last signature of a party and will continue in effect until June 30, 2025. This agreement may be terminated by either party on 30 days advance written notice. Federal funding of the HIDTA Task Force is subject to the availability of annual appropriated funds for each federal fiscal year (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of each fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Brad L. Byerley

Date

Special Agent in Charge

For the Hattiesburg Police Department:

Toby Barker

November 8, 2022
Date

Mayor



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Hattiesburg Police Department
#1 Government Plaza
Hattiesburg, MS

2. Application Number and/or Project Name

Hattiesburg HIDTA Task Force

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Toby Barker, Mayor

5. Signature

6. Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, November 8, 2022

Re: Approve Agreement between the City of Hattiesburg and Downtown Hattiesburg Association, a designated Mississippi Main Street Association member, to provide and promote economic growth and development of downtown Hattiesburg in accordance with Mississippi Code §21-19-44 and authorize the Mayor to execute the same.
File Number: 2022-815
Minute Book #

Summary

Approve agreement between the City of Hattiesburg and Downtown Hattiesburg Association, a designated Mississippi Main Street Association member, to provide and promote economic growth and development of downtown Hattiesburg in accordance with Mississippi Code §21-19-44.

Recommendation Statement

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

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



2023 MEMORANDUM OF AGREEMENT FOR CONTINUATION AS A MISSISSIPPI MAIN STREET ASSOCIATION DESIGNATED COMMUNITY

THIS AGREEMENT constitutes a Memorandum of Agreement (MOA) between Downtown Hattiesburg Association, (DHA), a designated Mississippi Main Street Association (MMSA) member, and the City of Hattiesburg for the purpose of implementing the local Main Street program through continued participation as a Mississippi Main Street Designated Community.

The mission of the Downtown Hattiesburg Association is to create a program that will encourage and promote the economic growth and development of downtown Hattiesburg through, planning, beautification, and preservation of our central business district in order to build a competitive local and regional arts district and business market, and to support our growing tourism industry.

MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities.

In consideration of the executed agreement, the parties agree to the following terms and conditions:

Section I: City of Hattiesburg Agrees to:

1. The City of Hattiesburg will fund DHA on an annual basis and in an amount not less than \$48,000.00 in accordance with 21-19-44.
2. Funding for FY23 to DHA appropriated by Forrest County Board of Supervisors in the amount of \$ 36,000.00 on August 15, 2022, per minute book 752, page 176 to be included in funding total in the amount of \$84,000.00.
3. The City of Hattiesburg agrees to expend in-kind services to provide office space for DHA to operate.
4. The City agrees to extend the use of certain City facilities and parks at no charge for DHA coordinated or sponsored events and activities.
5. The City agrees to permit DHA the use of certain City services at no charge for DHA coordinated or sponsored events and activities.
6. The City agrees to work collaboratively with DHA, as appropriate, to improve the downtown streetscape, business environment, and to preserve the historic character of the District.

Section II: MS Main Street Association Agrees to:

1. Designate an MMSA team member to be the point of contact for the local program director. The team member will be available to answer questions and provide advice and information via email or telephone. The team member will review and approve quarterly reports, participate in the selection of new local directors, and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street Approach TM training opportunity available to all local program directors, board members, committee members, and government representatives from the Main Street communities. MMSA will provide all materials related to training.
3. Conduct one on-site Main Street 101 training for local program directors, board members, and government representatives affiliated with new Designated Communities.
4. Conduct quarterly trainings, workshops, meetings, and/or conferences to further develop and enhance the skills of local directors and board members.
5. Host an annual Main Street Directors' Retreat, which is required to be attended by the local program director (or other representative).
6. Provide an annual calendar with the dates and locations of MMSA-approved trainings, workshops, meetings, retreats, and conferences, if possible, at the beginning of the calendar year.
7. Provide one on-site work session, as requested by the local program director, for the development of a vision, goals, and objectives, as part of the local program's annual work plan.
8. Provide one annual on-site visit for community services as requested by the local program director. A community assistance form must be filled out and sent to the Director of Community Development, at which point a meeting will be scheduled for a mutually agreed upon time. Additional requests for community visits may be subject to a nominal fee to cover administrative and travel expenses.
9. Provide annual grant opportunities for community development services. Community development services may include, but are not limited to design and planning services, local market analysis, communication and marketing consultation, retail and small business training, festival and event development, volunteer training, budget development, economic development assistance, and business recruitment, retention and expansion assistance.
10. Provide *The Point for Mississippi*, an online community forum in partnership with the National Main Street Center, as a resource for local programs. MMSA staff, along with National Main Street Center staff, will monitor and provide technical assistance to members on *The Point*.
11. Facilitate and promote on-going media coverage of MMSA and its individual local programs.

12. Provide and grant each Designated Community use of the official MMSA Designated Community logo and other promotional materials with MMSA branding.
13. Conduct periodic on-site evaluations of each local program's progress as needed or requested by the local program director.
14. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
15. Provide legislative education and advocacy for Main Street at the state and national level.
16. Collect economic development data from local programs and publish statewide economic development statistics in an annual report to members and investors.
17. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.
18. Perform annual assessments to evaluate the local program's progress and assist with the local program's state compliance and accreditation as outlined by the National Main Street Center.

Section III: DHA Agrees To:

1. Be in good standing with MMSA, having fully paid all dues and fees, submitted all reports and information, and participated in the required number of trainings for the previous calendar year.
2. Pay all MMSA Designated Community annual dues and fees in a timely manner.
3. Maintain the focus of the local program within the boundaries of the Main Street district as designated in the local program's application for membership, or subsequent amendments.
4. Maintain broad-based community support for the local program by the public and private sectors through financial contributions and in-kind or volunteer support.
5. Promote and encourage a historic preservation ethic for the local program, including advocacy for good design, encouragement of building rehabilitation and adaptive reuse, promotion of financial incentives, and advancement of planning policies appropriate for preservation.
6. Implement the Main Street Approach TM recommended by MMSA and the National Main Street Center, including the development of an annual work plan for the local program and that includes projects centered around the community's transformation strategies.

7. Maintain a strong, broad-based organizational system that includes an active board of directors that holds monthly or bi-monthly meetings throughout the year and committees or task teams with designated board members as chairpersons.
8. Employ a local program director who spends at least 20 hours per week implementing the Main Street program in the community. In the event the local program director position becomes vacant, the local program shall notify MMSA within thirty (30) days and the position shall be filled within four (4) months of the vacancy.
9. Maintain a separate Main Street budget with adequate funding for daily office operations and travel commitments for the local director to attend trainings, workshops, meetings, retreats, and conferences as required by this agreement.
10. Provide information for monitoring the progress of the local program, submit all quarterly reports using the online report generator provided by MMSA, and provide any and all other information requested by MMSA on or before the identified deadlines. Quarterly reports shall be submitted by the 15th day of the month following the end of each quarter.
11. Send the local program director (or other representative) to the annual Directors' Retreat.
12. In addition to the Directors' Retreat, the local program director shall participate in at least three MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved trainings is attached to this agreement as Exhibit A.
13. Fill out the MMSA community assistance form when requesting a community service. The Director of Community Development will take into consideration: if the local program is certified and in good standing with MMSA, if requested funds are available, whether a match from the local program is available, and previous requests from the local program.
14. Include the MMSA Designated Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
15. Be an Accredited or Affiliate Member in good standing with the National Main Street Center.
16. Be an active participant in *The Point*, an on-line community forum, in partnership with the National Main Street Center. Every Designated Program should have at least one active member account on *The Point*.
17. Provide the MMSA Director of Communication and Marketing news of your local program's projects, accomplishments, and events, so that MMSA may promote them.
18. Include MMSA staff in the hiring and election process of new local program directors.
19. File all applicable IRS forms in accordance with state and federal tax laws. Local programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.

20. Complete the annual Director's Survey (online) sent via email no later than January 31, 2023.
21. Submit the following to MMSA by the January 31, 2023 deadline:
 - a. Payment of 2023 MMSA dues. The invoice was mailed to the local program director on record in October 2022. The local program director is responsible for ensuring that the invoice is paid by January 31, 2023.
 - b. A copy of the local program's current bylaws.
 - c. A copy of the local program's approved budget for the 2023 fiscal year.
 - d. A copy of the local program's annual work plan for 2023.
 - e. A complete list of local board members and officers, including names and email addresses.
 - f. A copy of the Main Street district's current boundary map.
 - g. A copy of the previous year's approved board meeting minutes.
 - h. A copy of the local program's most recent IRS filing, if applicable.

Section IV: MMSA, DHA and the City of Hattiesburg jointly agree that:

1. This agreement may be modified only by written amendment executed by all parties and approved by the MMSA State Coordinator.
2. The term of this agreement shall be for one calendar year, beginning on January 1, 2023 and expiring on December 31, 2023. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA State Coordinator.
3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
5. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. Any and all remaining provisions of this agreement shall remain in full force and effect.
6. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.

7. Except as expressly set forth in this agreement, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.
8. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA) by April 30, 2023, MMSA may choose to send the local program a written initial notice that summarizes the non-compliance issues and provides guidance on how to resolve them. At that point, the local program shall be placed on probationary status and shall be ineligible for any services or grant funds from MMSA until the local program is compliant. MMSA will re-evaluate the local program 90 days following the initial notice. If the local program has failed to correct the issues listed in the first notice, MMSA will issue a final notice. If the local program fails to comply with the provisions of this MOA within 90 days of the final notice, the local program will be de-certified with an official letter from MMSA. At that point, the community will have to start a new application process if they wish to rejoin the association.

Witness whereof, the parties have executed this agreement.

By: _____ Hattiesburg, MS
MAYOR COMMUNITY

Toby Barker Date: _____
Name printed

_____ Hattiesburg, MS
DHA BOARD PRESIDENT/CHAIRPERSON COMMUNITY

Michael Marks Date: _____
Name printed

BY: _____ Date: _____
Thomas Gregory, State Coordinator
Mississippi Main Street Association

EXHIBIT A
FY23 DOWNTOWN HATTIESBURG ASSOCIATION'S PARTNERED EVENTS

In consideration of the executed agreement, the parties agree to the following terms and conditions:

Section I: City of Hattiesburg Agrees to:

1. The City of Hattiesburg will fund DHA's partnered events annually in the amounts of \$5000.00 (for Downtown Hattiesburg Farmers Market) and \$15,000.00 (for Live at Five).
2. The City agrees to extend the use of certain City facilities and parks at no charge for DHA coordinated or sponsored events and activities.
3. The City agrees to permit DHA the use of certain City services at no charge for DHA partnered events and activities.
4. The City agrees to work collaboratively with DHA, as appropriate, to expand and promote DHA partnered events.

Section II: Downtown Hattiesburg Association Agrees to:

1. Downtown Hattiesburg Association (DHA) agrees to provide to Live at Five Events LLC (Live @ 5), through our partnership with the City of Hattiesburg, sufficient space at Town Square Park for the operation of a free live music series on select Friday evenings between the hours of 5 p.m. and 9 p.m. subject to the continued agreement of the City to provide this. DHA will facilitate through the City to provide sufficient electrical power outlets for vendors, port-a-lets, and hand washing stations for vendors and customers.
2. Downtown Hattiesburg Association (DHA) agrees to provide to Downtown Hattiesburg Farmers Market, through our partnership with the City of Hattiesburg, sufficient space at Town Square Park for the operation of a local farmers market on select Thursday afternoons between the hours of 3 p.m. and 7 p.m, and one Saturday per month from 8am – 1pm, subject to the continued agreement of the City to provide this. DHA will facilitate through the City to provide sufficient electrical power outlets for vendors, port-a-lets, and hand washing stations for vendors and customers.
3. DHA will provide such volunteers as are available to assist in the operation of these partnered events.
4. DHA will provide limited marketing support to these partnered events in the form of shares on social media and newsletter support, liability insurance, professional photography, and a limited amount of signage as the DHA is able to provide signage.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, November 8, 2022

Re: Approve Agreement between the City of Hattiesburg and Art Makes Art, Inc.,(Abigail Allen) to provide theater and art programs for the City of Hattiesburg in an amount not to exceed \$15,000.00, to include a special check and authorize the Mayor to execute the same.
File Number: 2022-816
Minute Book #

Summary

Approve agreement between the City of Hattiesburg and Art Makes Art, Inc.,(Abigail Allen) to provide theater and art programs for the City of Hattiesburg in an amount not to exceed \$15,000.00. Authorize manual check for the same.

Recommendation Statement

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

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

FY 2023 CONTRACTUAL AGREEMENT BETWEEN
Art Makes Art, Inc (Abigail Allen)
AND
THE CITY OF HATTIESBURG

This contract between the City of Hattiesburg (City) and Art Makes Art, Inc. (Abigail Allen) to provide art and theater outreach programming for the City of Hattiesburg whereby the City agrees to pay \$15,000 in consideration of the following:

- Theatre, Creative movement and music program lead by Abigail Allen at Thames elementary school and Hawkins elementary school 2022 -2023
- Programs begin August and continue through May to 4th and 5th graders.

- Hawkins Elementary
 - 2 classes per week.
- Thames Elementary
 - 2 classes per week.
- Classes include theater games, creative movement and dance, meditation, stretching, improvisation and public speaking.
- There will be two-3 performances during the school year that parents and friends and community members may attend. These will be scheduled for the month of December and the month of February for Christmas and Black History Month and April.
- We are providing classes for fourth and fifth graders with the support of the physical education staff at Thames.
- As a result of these classes there will be three guaranteed performances during the school year that parents and friends and community members will attend.
- Provide music therapy across the City of Hattiesburg by providing live music at venues around the city.
- Assist in connection of artist and musicians with venue generating opportunities
- Continue to foster the City of Hattiesburg as an arts incubator and destination

The term of this contract shall be for one (1) year.

Toby Barker
Mayor
City of Hattiesburg

Abigail Allen
Art Makes Art, Inc.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 8, 2022

Re: Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.
File Number: 2022-829
Minute Book #

Summary

Approve and authorize the Mayor to execute in triplicate Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual.

Recommendation Statement

I recommend approval of this item.

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



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of November, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Mary Ford, 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 **106 Lynnox Circle** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **106 Lynnox Circle**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

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

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

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand nine hundred ninety-three dollars (\$14,993.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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



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

5. CORRECTION OF WORK

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

6. TERMINATION BY THE OWNER

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

7. PAYMENTS/DRAWS

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

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

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

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



8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to **106 Lynnox Circle** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

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

Verna Sims

Date

James Sims

Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: November 8, 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, **Mary Ford of 106 Lynnox Circle**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Mary Ford of 106 Lynnox Circle**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **106 Lynnox Circle**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: November 8, 2022

Attest: _____
Kermas Eaton, City Clerk



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of November, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Verna and James Sims, 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 **1112 McInnis Avenue** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **1112 McInnis Avenue**, 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 wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

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



8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to **1112 McInnis Avenue** 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.

Verna Sims

Date

James Sims

Date

City of Hattiesburg, Mississippi

Contractor

By:

Toby Barker, Mayor

By:

Date: November 8, 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, Verna and James Sims of 1112 McInnis Avenue, 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), **Verna and James Sims of 1112 McInnis Avenue**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1112 McInnis Avenue**. 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: November 8, 2022

Attest: _____
Kermas Eaton, City Clerk



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of November, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Melissa and Willie Sims, 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 **326 Gasaway Loop** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **326 Gasaway Loop**, 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 **326 Gasaway Loop** 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.

Melissa Sims

Date

Willie Sims

Date

City of Hattiesburg, Mississippi

Contractor

By: _____

Toby Barker, Mayor

By: _____

Date: November 8, 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, Melissa Sims of 326 Gasaway Loop, 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), **Melissa Sims of 326 Gasaway Loop**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **326 Gasaway Loop**. 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: November 8, 2022

Attest: _____
Kermas Eaton, City Clerk



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of November, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Phyllis and Gregory McDougle, 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 **214 East 4th Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **214 East 4th 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/CHOCCDD 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 **214 East 4th 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.

Phyllis McDougle

Date

Gregory McDougle

Date

City of Hattiesburg, Mississippi

Contractor

By: _____

Toby Barker, Mayor

By: _____

Date: November 8, 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, **Phyllis and Gregory McDougle of 214 East 4th 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), **Phyllis and Gregory McDougle of 214 East 4th Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **214 East 4th Streett**. 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: November 8, 2022

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc: Wiley Quinn, Urban Development Director

Date: Tuesday, November 8, 2022

Re: Approve and authorize the Mayor to execute the Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo and authorize recording of the same.
File Number: 2022-821
Minute Book #

Summary

Approval of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Recommendation Statement

I recommend the approval of the release of lien documents for the properties on the attached list.

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



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: November 8th, 2022

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien from tax sale documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED	NOTE
Berry E. Tyler	508 S 19 th Ave	16400	1385/177-178	Resolution 2021-118 \$202.00
Robert L. & Mary B. Rogers	1215 Dewey St	20335	1385/165-166	Resolution 2021-112 \$536.00
Carrie Harper Howze	707 E 9 th St	15761	1293/30-31	Resolution 2018-117 \$4,828.11
Levi Jr. & Mary Annie Simmons	19 Collins St	9679	1316/410-411	Resolution 2019-172 \$11,375.93

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release by Sale of Property at Tax Sale

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	10/19/2021
BOOK:	1385
PAGE:	177-178
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$202.00
NAME:	Berry E. Tyler Resolution 2021-118

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Parcel: 2-028P-08-274.00, PPIN: 16400, 508 S 19th Ave, Hattiesburg, MS, better described as: A part of Lots 13 and 14, Block 15 of the Hattiesburg Heights Third Survey of Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit: Commencing at the Northwest corner of said Lot 13 and run thence South for a distance of 55 feet to the Point of Beginning, and from said Point of Beginning continue South for a distance of 55 feet, thence run East for a distance of 106 feet to the dividing line between Lots 14 and 15, run thence North for a distance of 55 feet, run thence West for a distance of 106 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 8th day of November, 2022.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 8th day of November, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, 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 by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release by Sale of Property at Tax Sale

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	10/19/2021
BOOK:	1385
PAGE:	165-166
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$536.00
NAME:	Robert L. & Mary B. Rogers Resolution 2021-112

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Parcel: 2-029B-03-254.00, PPIN: 20335, 1215 Dewey St, Hattiesburg, MS, better described as: Lot Nine (9) and Lot Ten (10), Block Three (3), of the Mayflower Park 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.

IN WITNESS WHEREOF, this instrument is executed on this the 8th day of November, 2022.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 8th day of November, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, 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 by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release by Sale of Property at Tax Sale

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	08/21/2018
BOOK:	1293
PAGE:	30-31
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$4,828.11
NAME:	Carrie Harper Howze Resolution 2018-117

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Parcel: 2-029H-03-067.00, PPIN: 15761, 707 E 9th St, Hattiesburg, MS, better described as: Section 03 Township 04N Range 13W BG 20FT W NW/C E 127FT S 87FT E 53FT N 87FT W 53FT TO BG BLK 41 PREV #:H0292-28-022 Parcel: 2-029H-03-067.00 / PPIN 15671

IN WITNESS WHEREOF, this instrument is executed on this the 8th day of November, 2022.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 8th day of November, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, 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 by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release by Sale of Property at Tax Sale

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED: 05/21/2019
BOOK: 1316
PAGE: 410-411
BENEFICIARY: City of Hattiesburg
AMOUNT: \$11,375.93
NAME: Levi Jr. & Mary Annie Simmons Resolution 2019-

172

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Parcel: 2-038P-22-092.00, PPIN: 9679, 19 Collins St, Hattiesburg, MS, better described as: Lots Ten (10) and Eleven (11), Block Two (2) of the W. A. Collins Survey of the NW ¼ of SE ¼ of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 4, at Page 22, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 8th day of November, 2022.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 8th day of November, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, 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 by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 8, 2022

Re: Ratify and confirm the mayor's appointment of Charlie Johnson, (replaces Melvin Williams) to the Civil Service Commission for a term beginning November 8, 2022 and ending June 30, 2023.
File Number: 2022-817
Minute Book #

Summary

Recommendation Statement

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

CHARLIE JOHNSON

"Committing personal drive and excellence to the successful growth of your organization"

charlie.johnson@eagles.usm.edu
(601) 436-1431
202 Chestnut Avenue,
Hattiesburg, MS 39401

PROFESSIONAL SUMMARY

Management professional with well over a decade of managerial experience across varied industries, putting depth, breadth, knowledge, and flexibility to work for you

EXPERIENCE

KOHLER ENGINES

Analyst (2020-Present)

Hattiesburg, MS

- Maintain SAP data for planning/scheduling functions
- Coordinate Logistics Processes for Machining Operations
- Internal ISO Auditor
- Strategically plan and schedule daily operations pending material availability, staff attendance, and customer demands
- Provide cross-functional support with high level management, suppliers, and customers
- Create and maintain purchase orders based on the forecast, out-of-stock report, and material inventory
- Engage in vendor issues and form solutions to prevent shortages
- Assist with strategic initiatives and special projects

INGALL'S SHIPBUILDING

Production Control Supervisor (2017-2020)

Pascagoula, MS

- Planned stages of multiyear shipbuilding contracts for multimillion-dollar vessels
- Supervised team of 40+ employees
- Recruited quality staff to join the planning/scheduling and supply chain team
- Planned and scheduled billing based on customer demands and material availability
- Prepared budgets, reports, and action plans
- Drove quality customer service to assure the company's future contracts
- Worked with quality team to maximize the ability to produce high quality products
- Led strategic initiatives and special projects

Hattiesburg Public School District

Safety (2016-2017)

Hattiesburg, MS

- Assist School Resource Officers in maintaining a safe campus
- Assist High School Administrators with discipline matters

BOP'S FROZEN CUSTARD RESTAURANT

Manager (2008-2016)

Hattiesburg, MS

- Progressed to managing day to day operations in all three areas of the enterprise
- Grew to manage two BOP's frozen custard sites, managing the first site at age 15
- Performed HR duties, including hiring, recruiting, and retention of quality workers
- Maintained budget and inventory; purchased project materials
- Personally trained restaurant workers

CORE STRENGTHS

- Negotiating
- Time Management
- Organizational Development
- Multi-tasking
- Team Building
- Effective Communicator
- Planning
- Problem Solver
- Managing Staff
- Leadership
- Progressive Learner

COMPUTER SKILLS

SAP | Adobe Creative Suite |
Zoom | MS Word | MS Teams |
PowerPoint | Excel | Outlook

CERTIFICATION

National Construction Certification
for Education and Research
(NCCER)

COMMUNITY INVOLVEMENT

Area Development Partnership,
Pine Belt Leadership
Class of 2022

Kappa Alpha Psi Fraternity, Inc.
Member (since 2021)

The Hattiesburg American,
Top 12 Under 40 (2017)

Hattiesburg Public Schools

- HPS Career & Technical
Advisory Board (since 2020)
- HPS Superintendent's Advisory
Board (since 2019)
- HPS Athletics Volunteer (since
2012)

Young Professionals of KOHLER

- Hattiesburg Campus Leader

EDUCATION

University of Southern Miss.
B.S. in Business Administration
(December 2016)
University of Southern Miss.
M.S. in Logistics, Trade and
Transportation
(May 2023 Expected Completion)

***REFERENCES AVAILABLE UPON REQUEST**

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Civil Service Commission

TERM OF OFFICE: 6 years PERIOD:

11/8/2022-06/30/2023 REPLACES: Melvin Williams

TERM EXPIRED: OR RESIGNED: X

Letter attached DOES THIS POSITION REQUIRE A PUBLIC

OFFICIAL'S BOND? YES NO

NAME OF PROPOSED APPOINTEE: Charlie Johnson

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESES ()

ADDRESS: 202 Chestnut Ave

HOME PHONE NUMBER: WARD:

PLACE OF EMPLOYMENT: Kohler

EMPLOYMENT ADDRESS:

EMPLOYMENT PHONE NO.: POSITION:

PERSON CONTACTED BY: Mayor Barker DATE:

TO BE CONTACTED BY:

DATE CONTACTED:

AGREED TO SERVE: X

DECLINED:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Monday, November 7, 2022

Re: Approve Right of Way Agreement with Norfolk Southern Railway Company for the Hall Avenue West Overpass Project and authorize the Mayor to execute in duplicate.
File Number: 2022-857
Minute Book #

Summary

Approve Right of Way Agreement with Norfolk Southern Railway Company for the Hall Avenue West Overpass Project and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of the Agreement.

Please place this on the November 7, 2022 City Council meeting for consideration.

THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree Street NW – Box 45, Atlanta, Georgia 30308 (hereinafter called “RAILWAY”); and

CITY OF HATTIESBURG, a Mississippi municipality, whose mailing address is 200 Forrest Street, P.O. Box 1898, Hattiesburg, Mississippi 34901 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to construct the Hall Ave Overhead Bridge (DOT# TBD) over RAILWAY Milepost NO-86.29 and to add a sidewalk to the existing 6th Avenue at-grade vehicular crossing (DOT# 725611U) at RAILWAY Milepost NO-86.26 (the “Facilities”), at or near Hattiesburg, Forrest County, Mississippi (the “Premises”), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY’s right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE’s sole expense, to make modifications to RAILWAY’s right of way and/or appurtenances rendered necessary by LICENSEE’s installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE’S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and

(b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's operations shall be of first importance. LICENSEE shall always act and shall require its employees, agents, contractors, and invitees to act, with the highest regard for safety and RAILWAY operations continuity and shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard. LICENSEE shall itself comply and shall require its employees, agents, contractors, and invitees to comply with all RAILWAY "Special Provisions for Protection of Railway Interests" ("Special Provisions"), as may be amended from time to time, attached hereto in current form as Exhibit C and hereby incorporated by reference. As used in the Special Provisions, LICENSEE is the "Contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

7. Insurance. Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall procure and maintain (and/or cause a LICENSEE agent or contractor to procure and maintain, as applicable), at its expense, insurance as defined in the Special Provisions.

8. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires

immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall

immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

- (a) If LICENSEE shall discontinue the use or operations of the Facilities; or
- (b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or
- (c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or
- (d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE, all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad

Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse RAILWAY for the actual cost of the work performed by it, which is estimated to be **Six Hundred Six, Three Hundred Eleven and Zero Cents (\$606,311.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the Railroad Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o City of Hattiesburg
200 Forrest Street, P.O. Box 1898
Hattiesburg, Mississippi 34901
Attention: Director of Engineering

As to RAILWAY:
c/o Norfolk Southern Railway Company
Engineering – Design & Construction
650 West Peachtree Street NW – Box 45
Atlanta, Georgia 30308
Attention: Engineer Public Improvements

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Premises exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF HATTIESBURG, a Mississippi municipality

By: _____

Name: _____

Title: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation

By: _____

Name: _____

Title: _____

Date: _____

NS File: BR1113606

PLAN STAGE	DATE PRINTED
☒ FIELD REVIEW	04-14-2022
☒ OFFICE REVIEW	07-06-2022
☒ PS&E	08-12-2022
☐ STREET READY	

HALL AVENUE WEST

PHASE 2 - ROADWAY

FEDERAL AID PROJECT NO. FBLD-8769-00(001)LPA / 108639-802000

CITY OF HATTIESBURG

FORREST COUNTY

SCALES

PLAN	1 IN. = 20 FT.
PROFILE {	1 IN. = 20 FT.
HOR.	1 IN. = 5 FT.
VERT.	1 IN. = 250 FT.
LAYOUT	1 IN. = 250 FT.

STV Incorporated

FILE No.: 40199003-2542

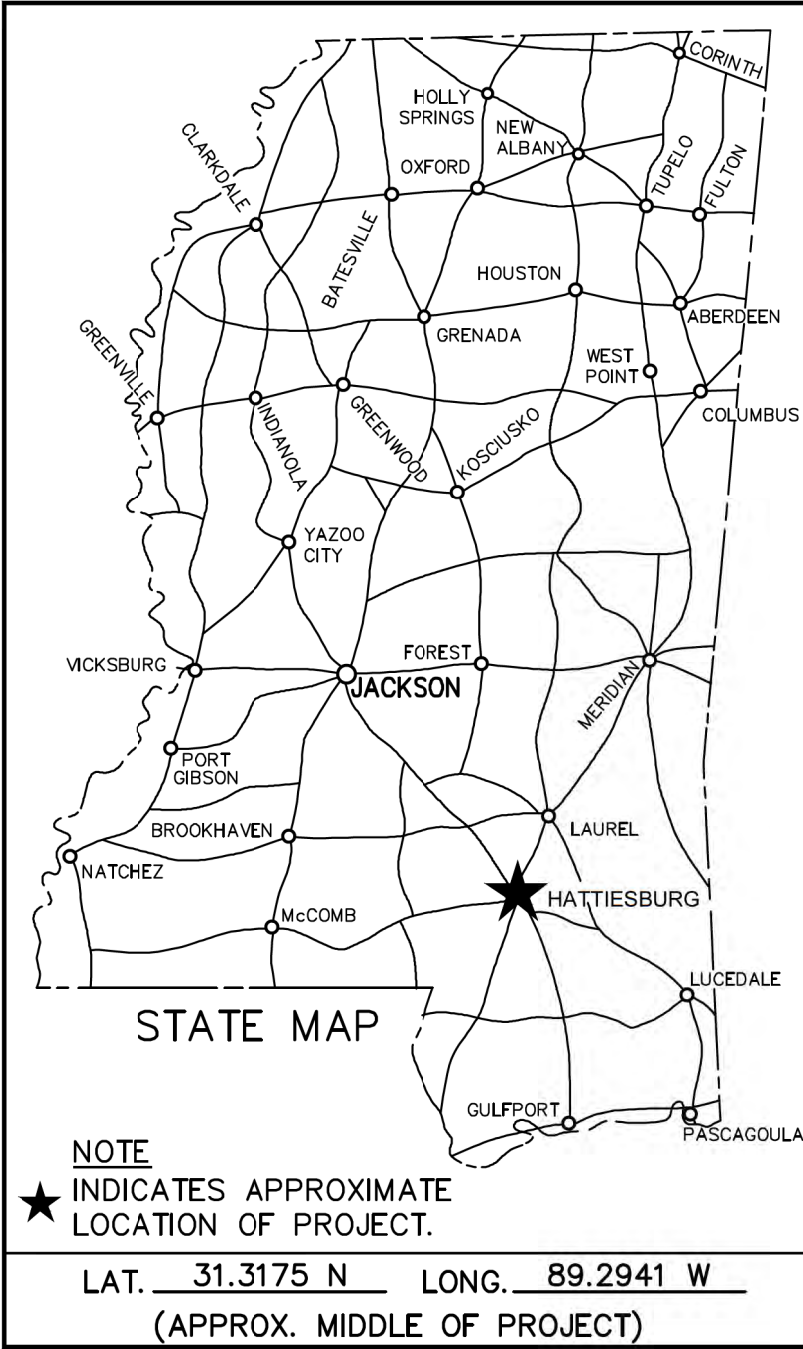
- ☒ CONFORMS
- ☐ CONFORMS AS NOTED
- ☐ REVISE AS NOTED AND RESUBMIT
- ☐ REJECTED, RESUBMIT
- ☐ REVIEW NOT REQUIRED

BY: CDA & WBM

DATE: 09/12/2022

THIS DOCUMENT HAS BEEN REVIEWED FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT ONLY.

This review does not relieve the contractor or any subcontractor of responsibility for full compliance with contract requirements; for correctness of dimensions, clearances, and material quantities; for proper design of details; for proper fabrication and construction techniques; for proper coordination with other trades; and for providing all devices required for safe and satisfactory construction and operation.



DESIGN CONTROL

30 MPH = V (SPEED DESIGN)
ADT (2021) = 7000 : ADT (2031) = 7600
DHV = 760 : D = 50 % T = 2 %

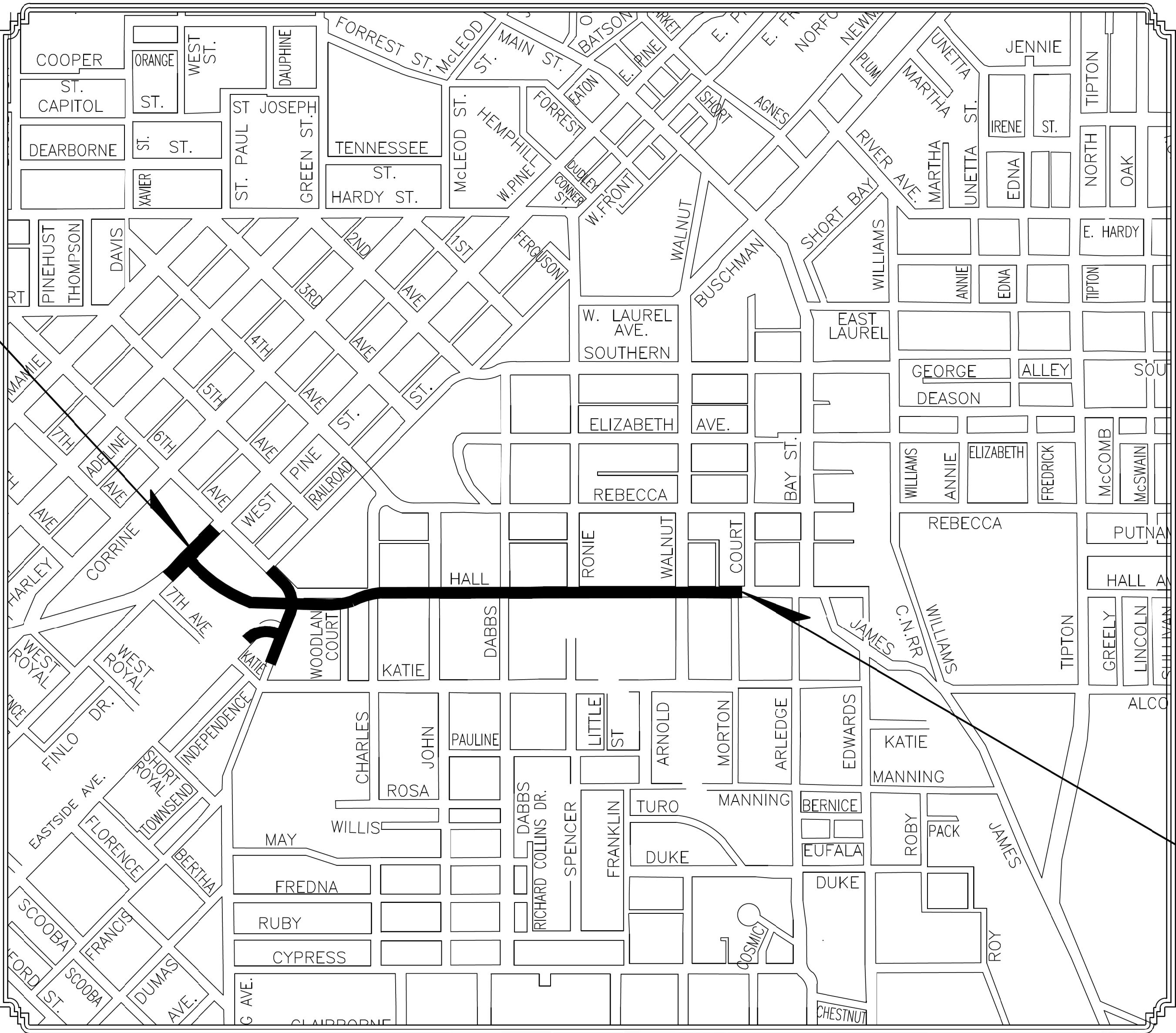
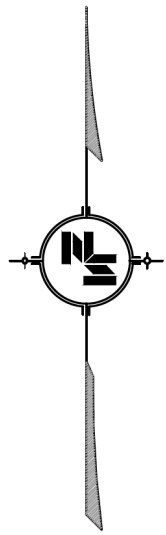
PERMITS

WETLANDS AND WATERS PERMITS (NECESSARY FOR ULTIMATE IMPROVEMENTS ONLY):		
	WATERS	WETLANDS
NATIONWIDE #14	--	--
NATIONWIDE (OTHER)*	--	--
GENERAL*	--	--
INDIVIDUAL (404)*	--	--

* ACQUISITION OF PERMITS FOR TEMPORARY IMPACTS DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR

STORMWATER PERMIT

Y	REQUIRED, CNOI SUBMITTED BY LPA (DISTURBED AREA = 5 ACRES +)
S	REQUIRED, SCNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES +)
N	NO STORMWATER PERMIT REQUIRED (<1 ACRE)
APPROVED BY: _____ DATE: _____	



RECEIVED

STV Incorporated
Atlanta, Georgia
September 12, 2022
Proj. No. 401993-2542

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

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

UTILITIES

CITY OF HATTIESBURG	- (601) 545-4530
MISSISSIPPI POWER	- (601) 426-4800
AT&T	- (601) 310-0704
SPIRE GAS	- (601) 549-9071
XFINITY (COMCAST)	- (601) 874-1213
CSPIRE	- (601) 624-4026

VICINITY MAP

PROJECT LOCATION

LENGTH DATA

LENGTH OF ROADWAY	4751.25 FT.	0.900 MI.
LENGTH OF BRIDGES	615.34 FT.	0.117 MI.
LENGTH OF PROJECT (NET)		1.017 MI.
LENGTH OF EXCEPTIONS	0.00 FT.	0.000 MI.
LENGTH OF PROJECT (GROSS)		1.017 MI.

E.O.P. STA. 50+39.11

PREPARED BY :

NEEL-SCHAFFER
Solutions you can build upon



DATE :

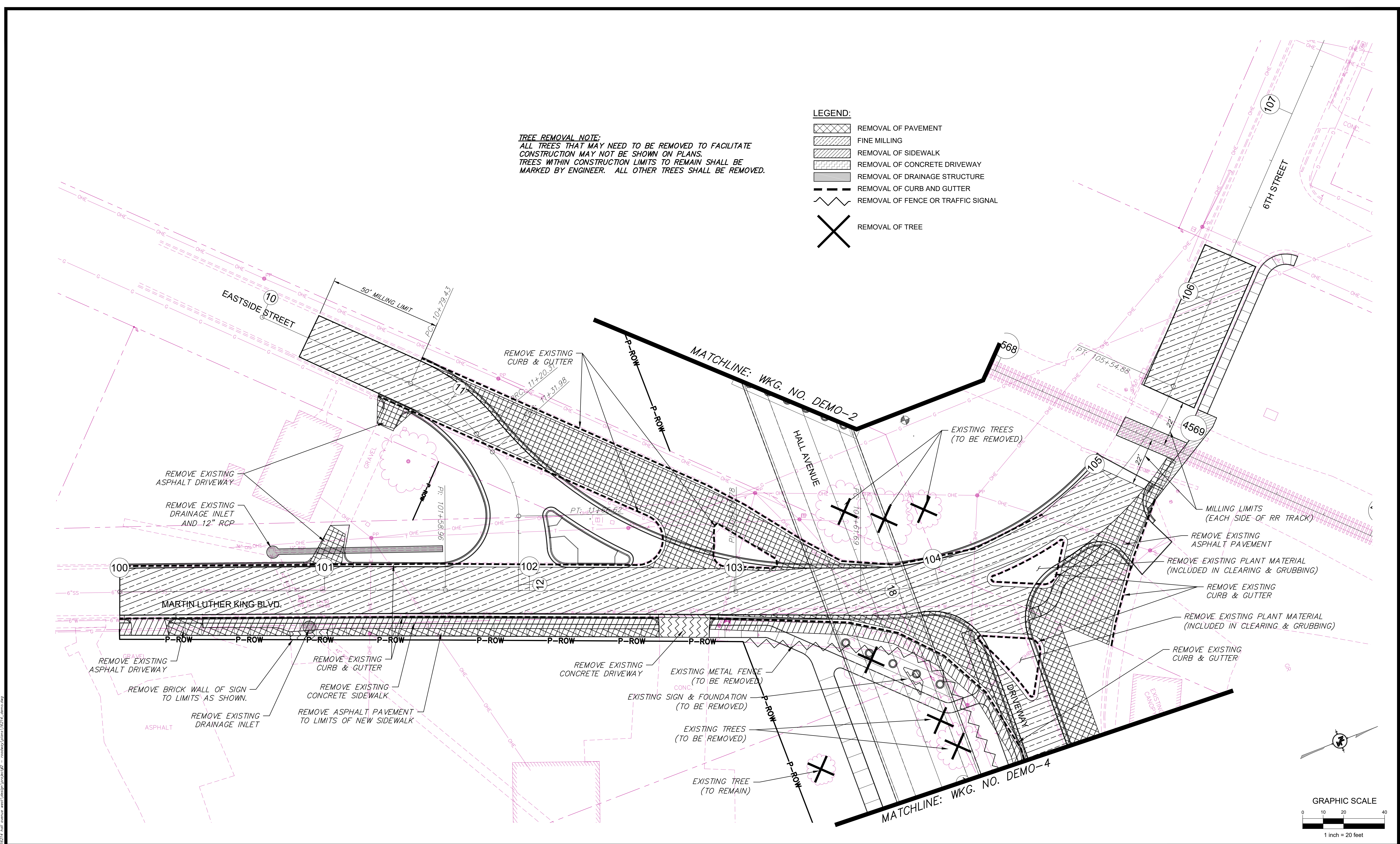
GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES
RAILROAD

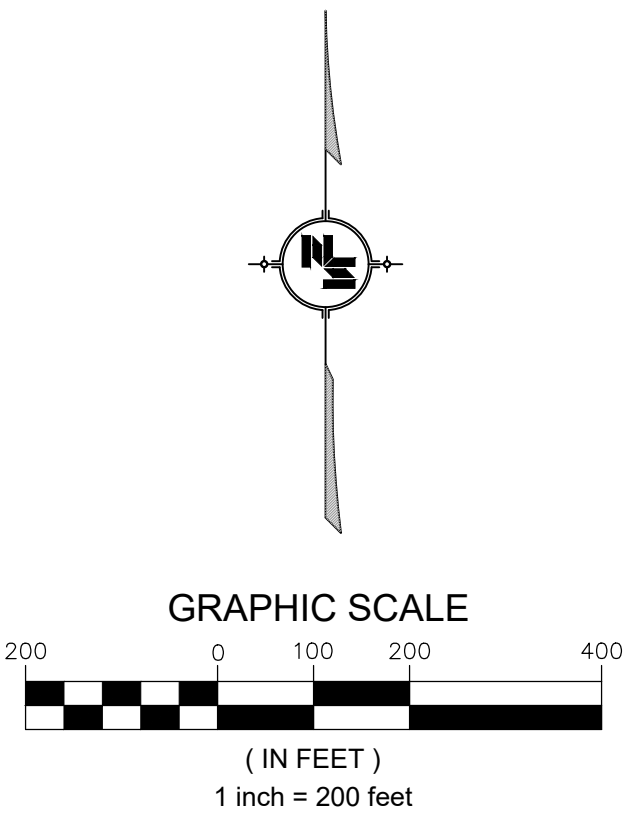
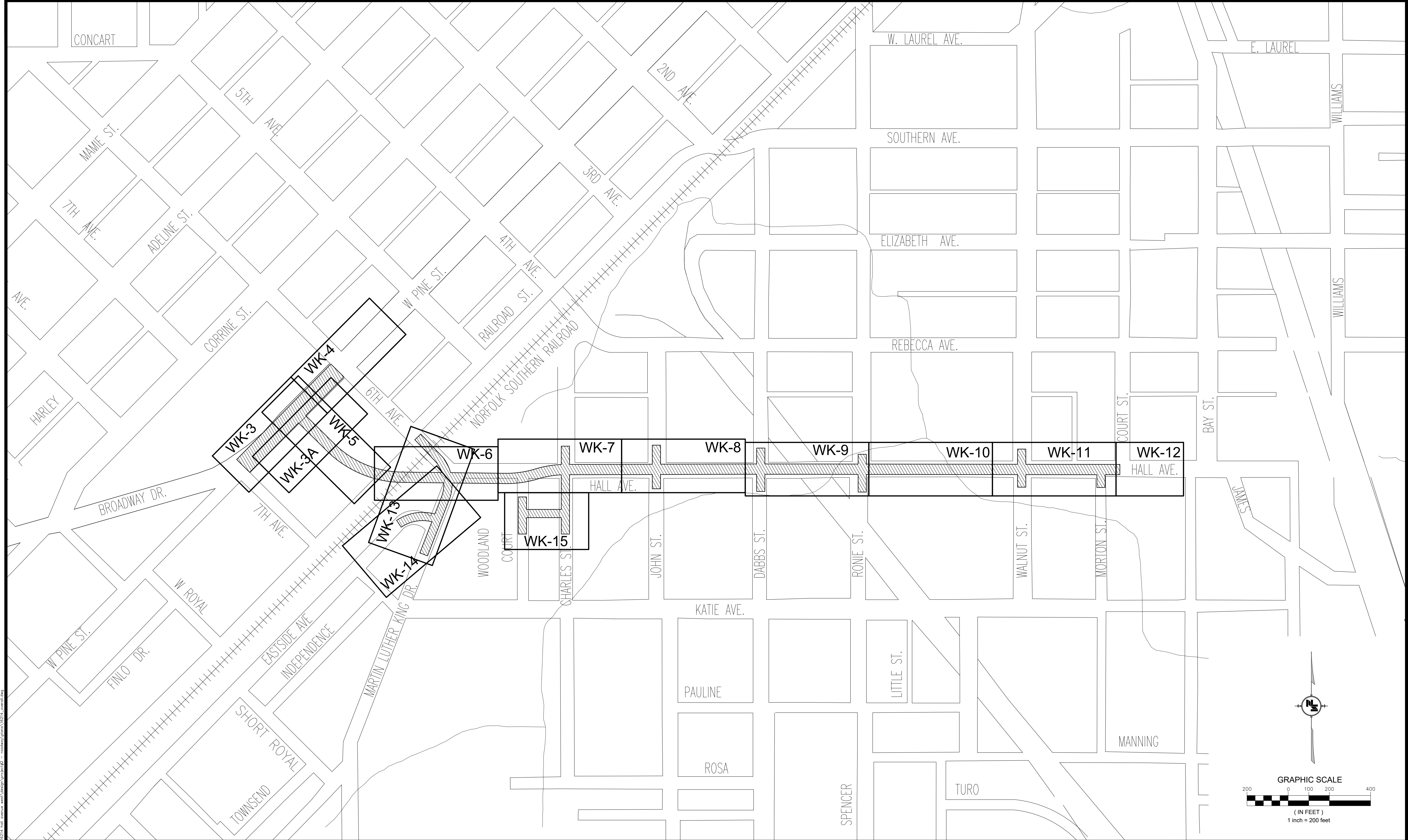
36. "ONE CALL" SERVICES DO NOT LOCATE BURIED RAILROAD SIGNAL AND COMMUNICATIONS LINES. THE CONTRACTOR SHALL CONTACT THE RAILROAD'S REPRESENTATIVE TWO (2) DAYS IN ADVANCE OF THOSE PLACES WHERE EXCAVATION, PILE DRIVING, OR HEAVY LOADS MAY DAMAGE RAILROAD UNDERGROUND LINES ON RAILROAD PROPERTY. UPON REQUEST FROM THE CONTRACTOR OR AGENCY, RAILROAD SIGNAL FORCES WILL LOCATE AND PAINT MARK OR FLAG RAILROAD UNDERGROUND SIGNAL, COMMUNICATION, AND POWER LINES IN THE AREA TO BE DISTURBED FOR THE CONTRACTOR. THE CONTRACTOR SHALL AVOID EXCAVATION OR OTHER DISTURBANCE OF THESE LINES WHICH ARE CRITICAL TO THE SAFETY OF THE RAILROAD AND THE PUBLIC. IF DISTURBANCE OR EXCAVATION IS REQUIRED NEAR A BURIED RAILROAD SIGNAL, COMMUNICATION, OR POWER LINE, THE LINE SHALL BE POTHOLED MANUALLY WITH CAREFUL HAND EXCAVATION BY THE CONTRACTOR AND PROTECTED BY THE CONTRACTOR DURING THE COURSE OF THE DISTURBANCE UNDER THE SUPERVISION AND DIRECTION OF A RAILROAD SIGNAL REPRESENTATIVE.
37. ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK SOUTHERN "SPECIAL PROVISIONS FOR THE PROTECTION OF RAILWAY INTERESTS" DATED MARCH 11, 2021" (NS SPECIAL PROVISIONS)." THESE SPECIAL PROVISIONS MAY BE FOUND IN THE CURRENT EDITION OF THE NS "PUBLIC PROJECTS MANUAL" AT THE LINK BELOW:
([HTTP://NSCORP.COM/CONTENT/NSCORP/EN/TRANSPORTATION-TERMS/OTHER-REQUIREMENTS/PUBLIC-PROJECT-GUIDELINES.HTML](http://nscorp.com/content/nscorp/en/transportation-terms/other-requirements/public-project-guidelines.html))
38. FINAL GRADES OF THIS PROJECT WILL NOT CHANGE THE QUANTITY OR CHARACTER OF DRAINAGE FLOW IN THE RAILROAD RIGHT-OF-WAY OR IN THE DITCHES AND DRAINAGE STRUCTURES LOCATED THEREIN.
39. CONTRACTOR SHALL PROVIDE THE FLAGMAN A SMALL WORK AREA WITH A DESK/COUNTER AND CHAIR WITHIN THE FIELD/SITE TRAILER, INCLUDING THE USE OF BATHROOM FACILITIES, WHERE THE FLAGMAN CAN CHECK IN/OUT WITH THE PROJECT, AS WELL AS TO THE FLAGMAN'S HOME TERMINAL. THE WORK AREA SHOULD PROVIDE ACCESS TO TWO (2) ELECTRICAL OUTLETS FOR RECHARGING RADIO(S), AND A LAPTOP COMPUTER; AND HAVE THE ABILITY TO PRINT OFF NEEDED DOCUMENTATION AND ORDERS AS NEEDED AT THE FIELD/SITE TRAILER. THIS SHOULD AID IN MAXIMIZING THE FLAGMAN'S TIME AND EFFICIENCY ON THE PROJECT.
40. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO NORFOLK-SOUTHERN RAILROAD, SHOWING THE ACTUAL CLEARANCES AS CONSTRUCTED. DEPTH, SIZE, AND LOCATION OF ALL FOUNDATION COMPONENTS SHALL BE SHOWN ON THE DRAWINGS.

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		HALL AVENUE - PHASE 2 - ROADWAY WEST PINE STREET TO COURT STREET FEDERAL AID PROJECT NO. FBLD-8769-00(001)LPA/108639-802000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		 NEEL-SCHAFER Solutions you can build upon	GENERAL NOTES RAILROAD	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.16214.000					WORKING NUMBER: GN-2	
					FILENAME: 16214_Notes.dwg						
					SCALE: NO SCALE						
					SURVEYED BY:						
					DSGN: GPC	DATE: 01/2022					
					DRWN: JPF	DATE: 01/2022					
					CHKD: GPC	DATE: 08/2022					
					QA/QC: MWE	DATE: 08/2022					
	DRAWING NUMBER:		5								

8/1/2022 3:17 PM c:\6000\hattiesburg\16214_half Avenue West\design\project\gn - roadway\gn16214_Notes.dwg



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HALL AVENUE - PHASE 2 - ROADWAY WEST PINE STREET TO COURT STREET FEDERAL AID PROJECT NO. FBLD-8769-00(001)LPA/108639-802000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		DEMOLITION PLAN MARTIN LUTHER KING BLVD. STA. 100+00 TO STA. 106+25	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.16214.000				
					FILENAME: 16214_Demo.dwg				
					SCALE: 1" = 20'				
					SURVEYED BY: CLEARPOINT				
					DSGN: GPC	DATE: 04/2022	WORKING NUMBER: DEMO-3	DRAWING NUMBER: 26	
					DRWN: JPF	DATE: 04/2022			
					CHKD: GPC	DATE: 08/2022			
					QA/QC: MWE	DATE: 08/2022			



NOTICE TO DRAWING HOLDER

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

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION		
				N-S PROJECT NO.: NS.16214.000	
				FILENAME: 16214_Overall.dwg	
				SCALE: 1" = 200'	
				SURVEYED BY: CLEARPOINT	
				DSGN: GPC	DATE: 01/2022
				DRWN: JPF	DATE: 01/2022
				CHKD: GPC	DATE: 08/2022
				QA/QC: MWE	DATE: 08/2022

HALL AVENUE - PHASE 2 - ROADWAY
WEST PINE STREET TO COURT STREET
FEDERAL AID PROJECT NO.
FBLD-8769-00(001)LPA/108639-802000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

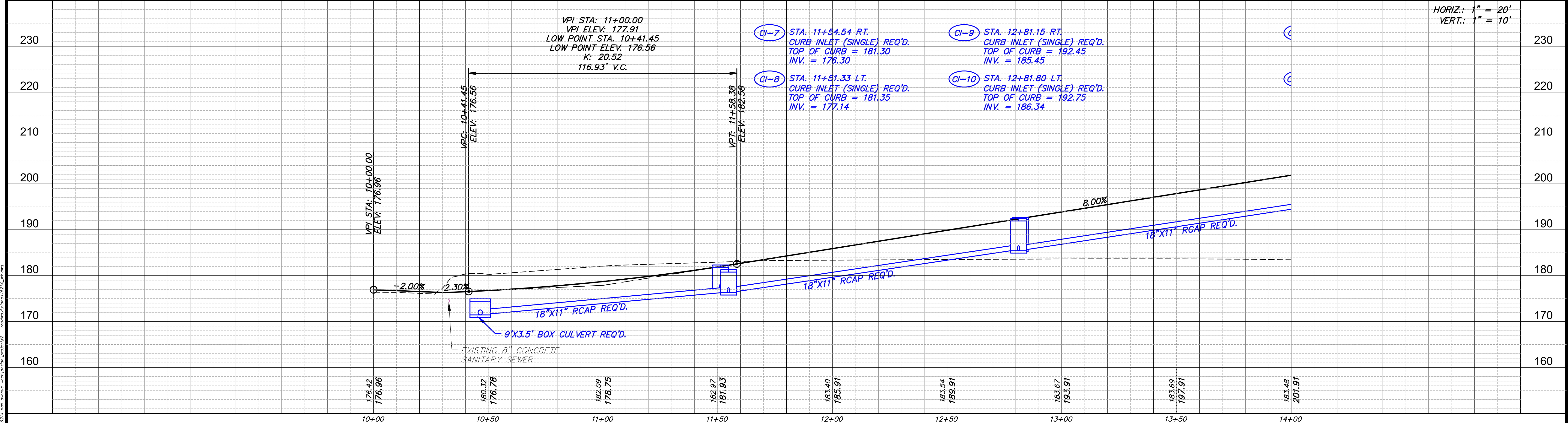
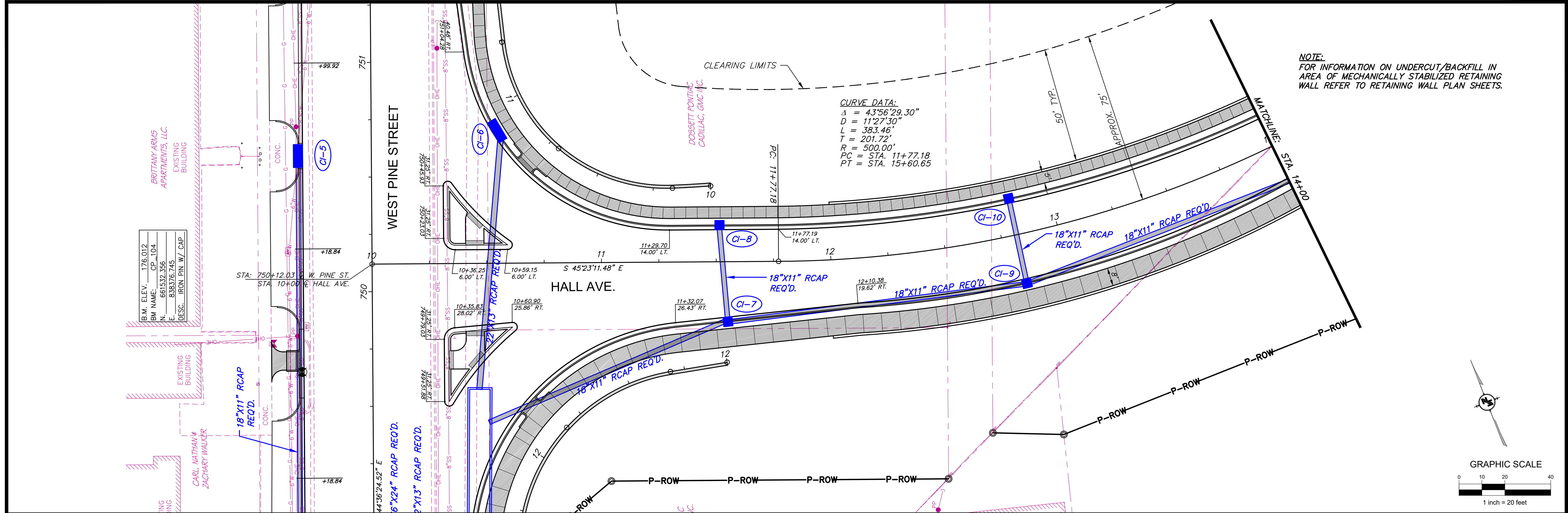
NEEL-SCHAFFER

Solutions you can build upon

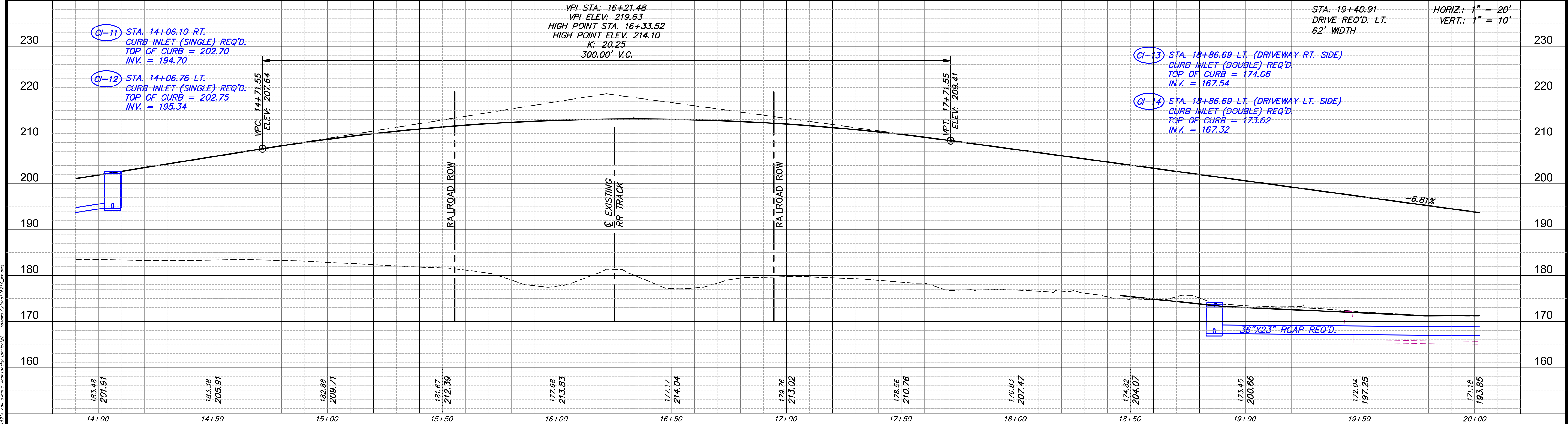
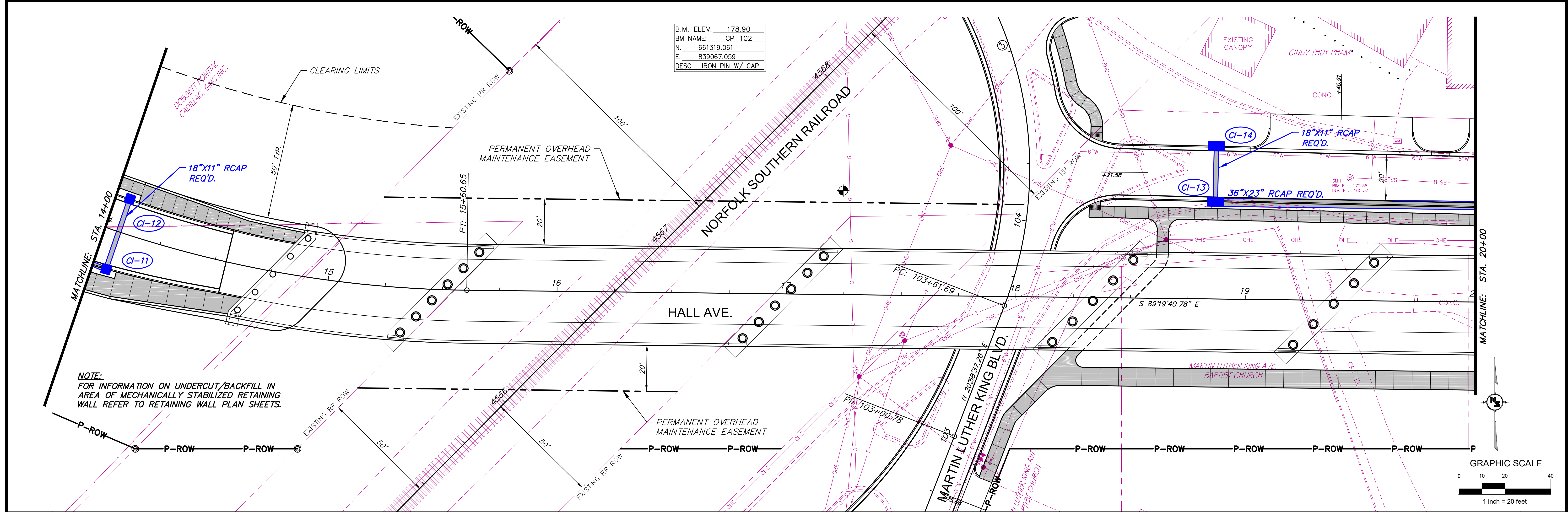
OVERALL SHEET LAYOUT

WORKING NUMBER:
OSL-1

DRAWING NUMBER:
30



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 NO. DATE BY DESCRIPTION		DRAWING INFORMATION N-S PROJECT NO.: NS.16214.000 FILENAME: 16214_WK.dwg SCALE: AS SHOWN SURVEYED BY: DSGN: GPC DATE: 05/2022 DRWN: JPF DATE: 05/2022 CHKD: GPC DATE: 08/2022 QA/QC: MWE DATE: 08/2022		HALL AVENUE - PHASE 2 - ROADWAY WEST PINE STREET TO COURT STREET FEDERAL AID PROJECT NO. FBLD-8769-00(001)LPA/108639-802000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI			PLAN AND PROFILE HALL AVENUE STA. 10+00 TO STA. 14+00 WORKING NUMBER: WK-5 DRAWING NUMBER: 34	
--	--	--	---	--	---	--	--	--	--	--	--



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 NO. DATE BY DESCRIPTION			DRAWING INFORMATION N-S PROJECT NO.: NS.16214.000 FILENAME: 16214_WK.dwg SCALE: AS SHOWN SURVEYED BY: DSGN: GPC DATE: 05/2022 DRWN: JPF DATE: 05/2022 CHKD: GPC DATE: 08/2022 QA/QC: MWE DATE: 08/2022			HALL AVENUE - PHASE 2 - ROADWAY WEST PINE STREET TO COURT STREET FEDERAL AID PROJECT NO. FBLD-8769-00(001)LPA/108639-802000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI			 NEEL-SCHAFFER Solutions you can build upon			PLAN AND PROFILE HALL AVENUE STA. 14+00 TO STA. 20+00 WORKING NUMBER: WK-6 DRAWING NUMBER: 35		
---	--	--	---	--	--	---	--	--	--	--	--	---	--	--	--	--	--



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.

DRAWING INFORMATION	
N-S PROJECT NO.: NS.16214.000	
FILENAME: 16214_00_WK.dwg	
SCALE: AS SHOWN	
SURVEYED BY:	
DSGN: GPC	DATE: 05/20/2017
DRWN: JPF	DATE: 05/20/2017
CHKD: GPC	DATE: 08/20/2017
QA/QC: MWF	DATE: 08/20/2017

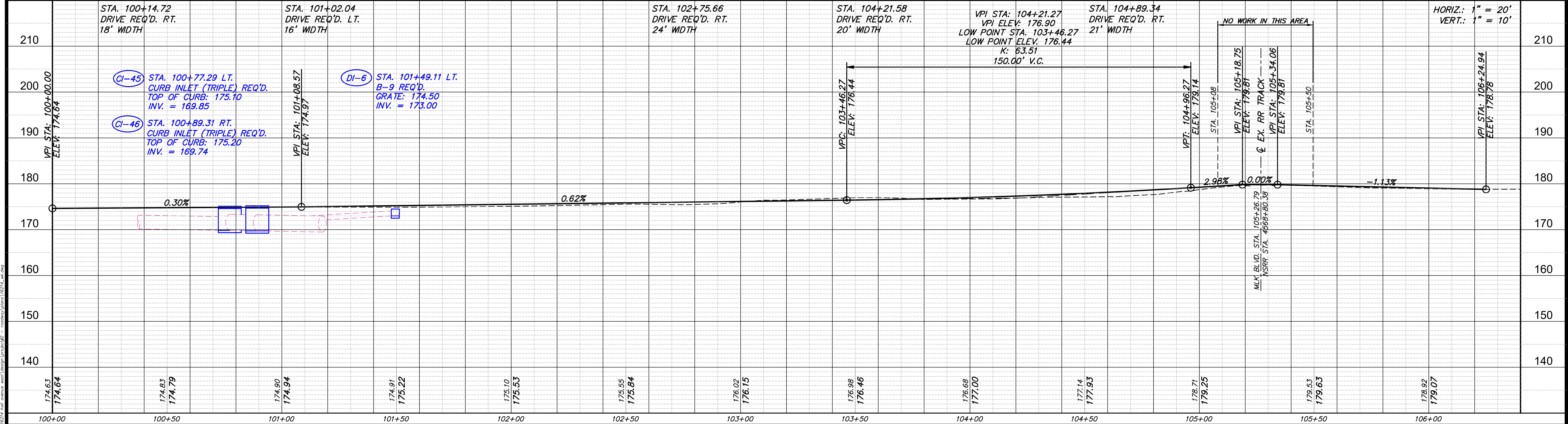
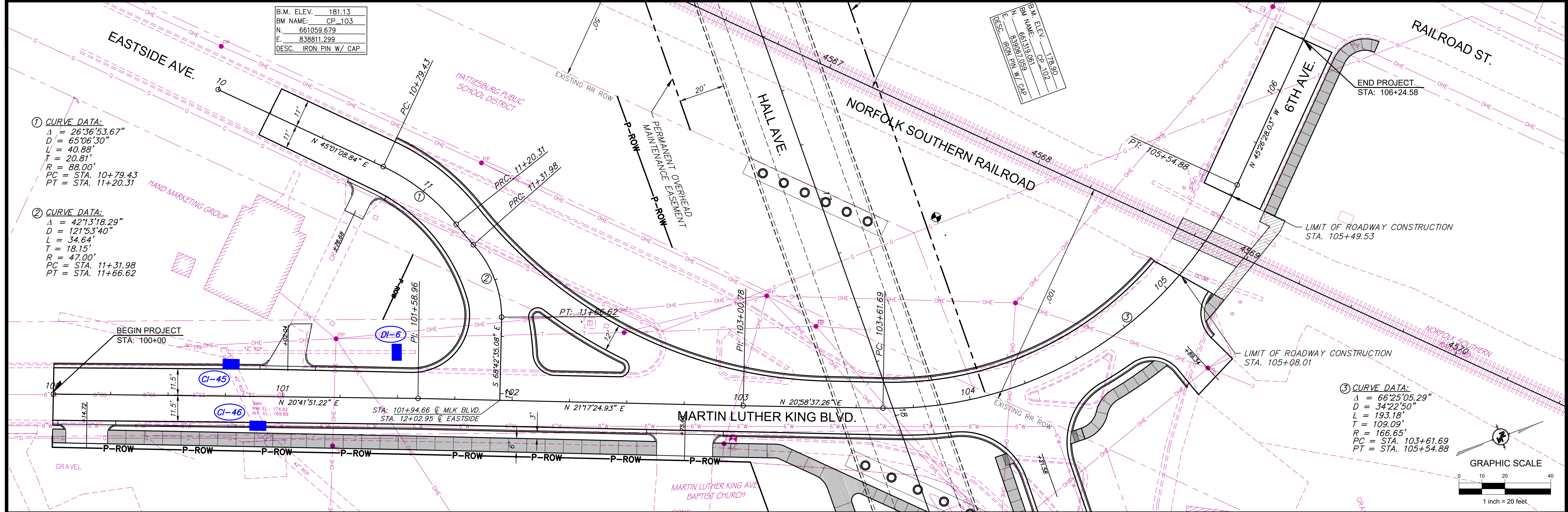
HALL AVENUE - PHASE 2 - ROADWAY
WEST PINE STREET TO COURT STREET
FEDERAL AID PROJECT NO.
FBLD-8769-00(001)LPA/108639-802000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



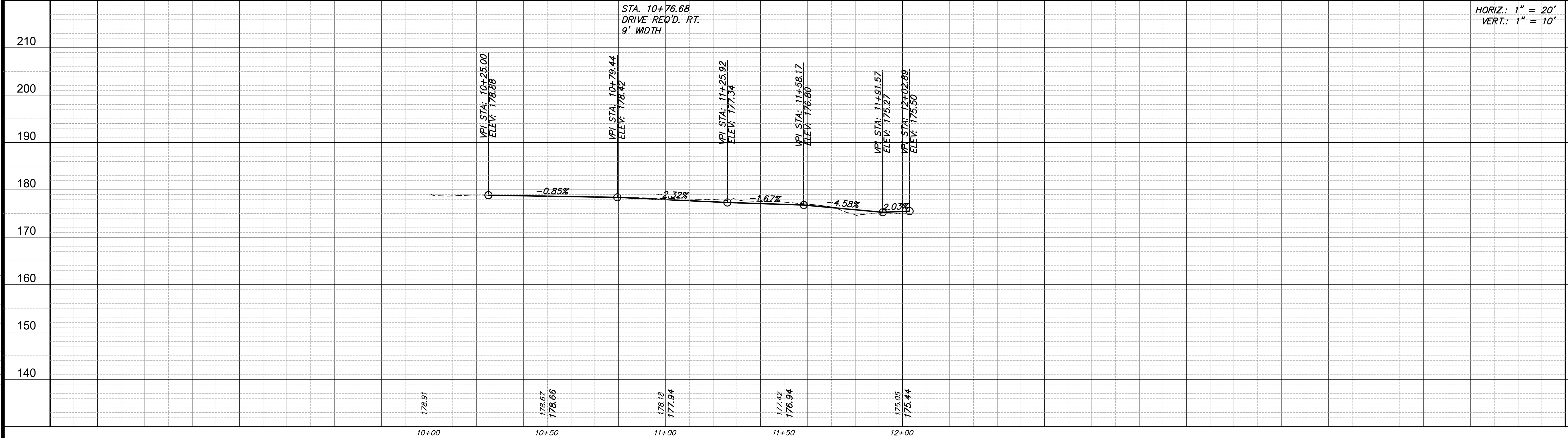
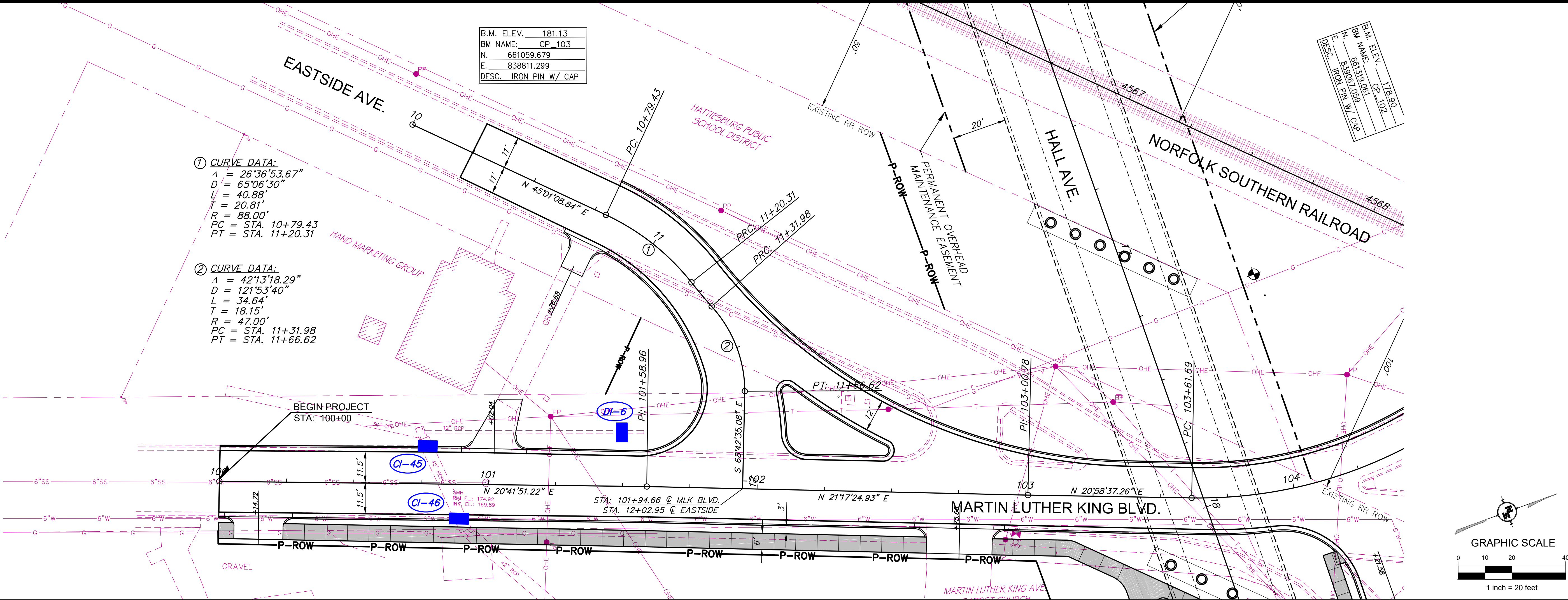
PLAN AND PROFILE
HALL AVENUE
STA. 20+00 TO STA. 26+00

WORKING NUMBER:
WK-7

DRAWING NUMBER:
36

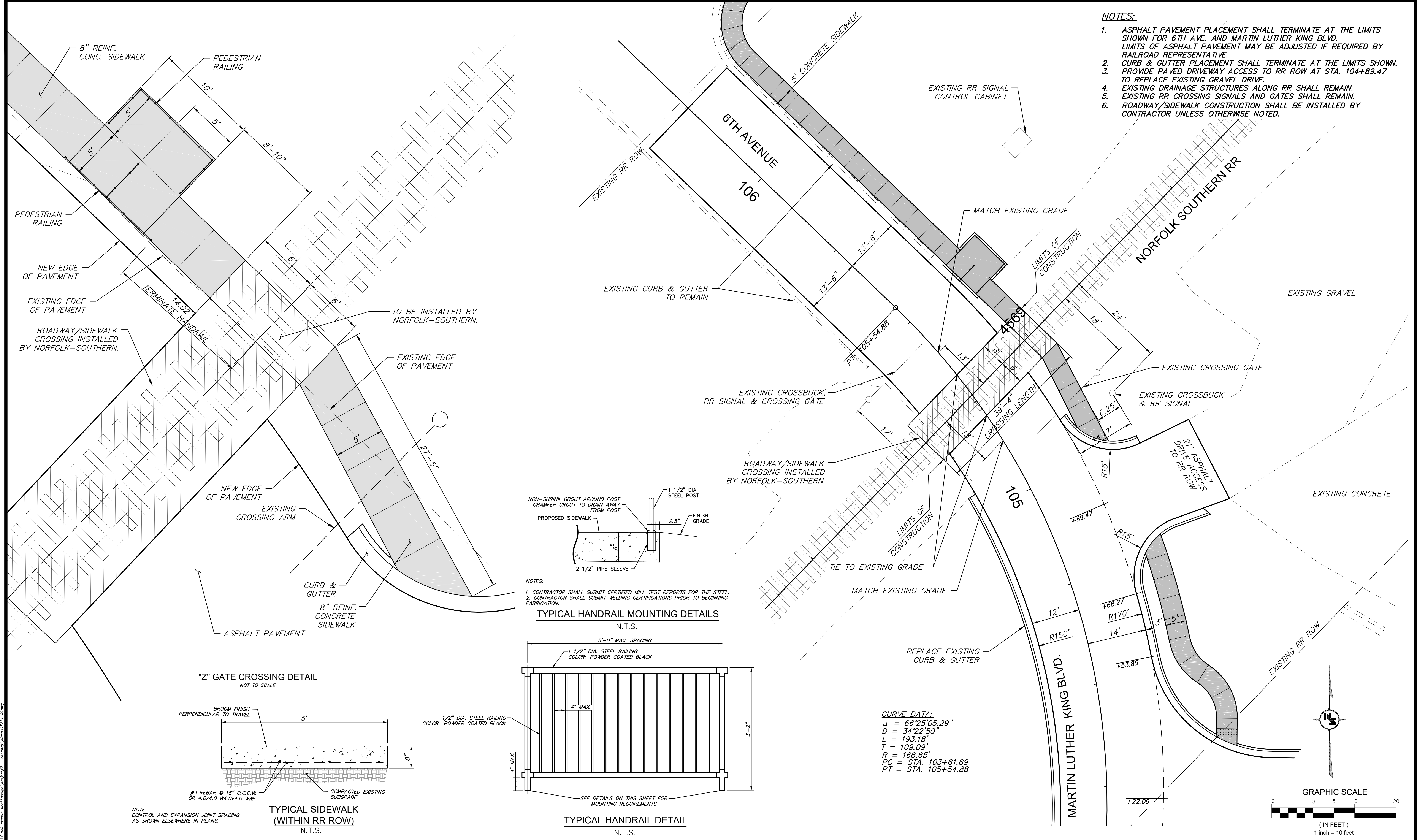


NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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.16214.000					
					FILENAME: 16214_WK.dwg					
					SCALE: AS SHOWN					
					SURVEYED BY:					
					DSGN: GPC	DATE: 05/2022				
					DRWN: JPF	DATE: 05/2022				
					CHKD: GPC	DATE: 08/2022				
				QA/QC: MWE	DATE: 08/2022					
HALL AVENUE - PHASE 2 - ROADWAY WEST PINE STREET TO COURT STREET FEDERAL AID PROJECT NO. FBLD-8769-00(001)LPA/108639-802000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI								 NEEL-SCHAFFER Solutions you can build upon	PLAN AND PROFILE MARTIN LUTHER KING BLVD. STA. 100+00 TO STA. 106+24.58	
									WORKING NUMBER:	DRAWING NUMBER:
									WK-13	42



NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.16214.000
					FILENAME: 16214_WK.dwg
					SCALE: 1" = 20'
					SURVEYED BY:
					DSGN: GPC DATE: 05/2022
					DRWN: JPF DATE: 05/2022
					CHKD: GPC DATE: 08/2022
					QA/QC: MWE DATE: 08/2022

HALL AVENUE - PHASE 2 - ROADWAY WEST PINE STREET TO COURT STREET FEDERAL AID PROJECT NO. FBLD-8769-00(001)LPA/108639-802000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		 NEEL-SCHAFER <i>Solutions you can build upon</i>		PLAN AND PROFILE EASTSIDE AVENUE STA. 10+00 TO 12+02.95	
WORKING NUMBER: WK-14		DRAWING NUMBER: 43			



E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Improvement Projects impacting the Railroad, the Railroad’s Public Improvements Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad rights-of-way until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Public Improvements Engineer.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor’s Engineer who has been designated to be in charge of the work, at least ten days in advance of the date the Contractor proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad Protective Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad’s rights-of-way, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the NS Construction Checklist (refer to Appendix J) have been completed.
6. Furnished a schedule for all work within the Railroad’s rights-of-way as required by paragraph 7.B.1.

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
 - C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.
3. INTERFERENCE WITH RAILROAD OPERATIONS:
- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Railroad Protective Services or inspection service shall be deferred by the Contractor until the Railroad Protective Services or inspection service required by the Railroad is available at the job site.
 - B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
 - C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
 - D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.
4. TRACK CLEARANCES:
- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for Railroad Protective Services as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
 2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.

- b. The contractor should anticipate a minimum of 45 days for NS and their GEC to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.
- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
 - (4) Concrete Mix Design
 - (5) Structural Steel, Rebar, and/or Strand Certifications
 - (6) 28-day Cylinder Test for Concrete Strength
 - (7) Waterproofing Material Certification
 - (8) Dampproofing materials
 - (9) Test Reports for all steel
 - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The

position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane,

counterweight, and boom nomenclature is to be submitted. Safety factors that may have been “built-in” to the crane charts are not to be considered when determining the 150% factor of safety.

- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane’s hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been “built-in” to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or the Railroad Engineer’s authorized representative. At least 72 hours advance notice to the person designated in the Railroad’s notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such Railroad Protective Services as the Railroad may require.

- d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at the Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
2. The Railroad representative will:
- a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in the Railroad representative's opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
- a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if the blasting consultant concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.

- e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
- a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.
 - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.
 - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address, and telephone number.
 - n. A copy of the Authority's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.

q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any

associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Engineer's authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. RAILROAD PROTECTIVE SERVICES:

A. Requirements:

1. Railroad Protective Services will not be provided until the Contractor's insurance has been reviewed and approved by the Railroad.
2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for Railroad Protective Services required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by Railroad Protective Services.
3. Normally, the Railroad will assign one Railroad Protective Services personnel to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) Railroad Protective Services personnel may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, Railroad Protective Services personnel may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the Railroad Protective Services personnel a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the Railroad Protective Services personnel can check in/out with the Project, as well as to the Railroad Protective Services personnel's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and

have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the Railroad Protective Services personnel's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad Protective Services should be scheduled to limit the presence of such personnel at the site. Railroad approval will be required for any Railroad Protective Services requests in excess of 40 hours per week, and in such cases, should be limited to a maximum of 50 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, the Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. The Railroad Protective Services personnel may not be provided until the job site meeting has been conducted and the Contractor's work has been scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of the intent to begin work within Railroad right-of-way in accordance with this special provision, and must receive written or verbal confirmation of this request from the Railroad representative. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 10 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if Railroad Protective Services will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If Railroad Protective Services are required, no work shall be undertaken until the Railroad Protective Services personnel is present at the job site. It may take 30 days or longer to obtain Railroad Protective Services initially from the Railroad. When Railroad Protective Services begin, the Railroad Protective Services personnel is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If Railroad Protective Services become unnecessary and are suspended, it may take 30 days or longer to again obtain Railroad Protective Services from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before Railroad Protective Service may be discontinued and responsibility for payment stopped.
4. If, after the Railroad Protective Services personnel is assigned to the project site, an emergency arises that requires the personnel's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the personnel is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of Railroad Protective Services which may be required to accomplish the construction.

2. The estimated cost of Railroad Protective Services is the current rate per day based on a 12-hour workday. This cost includes the base pay for the Railroad Protective Services personnel, overhead, and includes a per diem charge for travel expenses, meals, and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the personnel who is available Railroad Protective Services at the time the service is required.
3. Work by Railroad Protective Services in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by Railroad Protective Services in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the Railroad Protective Services rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Railroad Protective Services costs are subject to change. The above estimates of Railroad Protective Services costs are provided for information only and are not binding in any way.

D. Verification:

1. The Railroad's Protective Services personnel will electronically enter Railroad Protective Services time via the Railroad's electronic billing system. Any complaints concerning Railroad Protective Services must be resolved in a timely manner. If the need for Railroad Protective Services is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to the Railroad Engineer.
2. The Railroad Protective Services personnel assigned to the project will be responsible for notifying the Sponsor's Representative upon arrival at the job site on the first day (or as soon thereafter as possible) that Railroad Protective Services begin and on the last day that the Railroad Protective Services personnel performs such services for each separate period that services are provided. The Sponsor's Representative will document such notification in the project records. When requested, the Sponsor's Representative will also sign the Railroad Protective Services personnel's document(s) showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance,

necessary watching and Railroad Protective Services thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.

- C. No one is allowed within 25' of the centerline of track without specific authorization from the Railroad.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the Railroad.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and Railroad Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without Railroad Protective Services personnel authorized to obtain track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad official and Railroad Protective Services personnel.
- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad official and Railroad Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 4.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Railroad Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Railroad Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.

- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and Railroad Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad Protective Services personnel to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.
 - 2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
 - 3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
 - 4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.

5. All insurance required in Section 14.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
 6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway may have secured for itself.
 7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
 8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 14.A shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.
 9. All policies required in Section 14.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
 10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Norfolk Southern Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
 11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 14.A shall be disclosed and approved by Norfolk Southern Railway with a request made for approval to NSRISK3@nscorp.com.
 12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 14.A.
- B. In addition to the insurances required in Section 14.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.

- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:
- (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
- (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
- (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion

- (3) Known injury or Damage Exclusion form CG 00 59
- (4) Any Common Policy Conditions form
- (5) An Endorsement that limits or excludes Professional Liability coverage
- (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
- (7) An Endorsement that excludes TRIA coverage
- (8) A Sole Agent Endorsement
- (9) Any type of deductible endorsement or amendment
- (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management
Norfolk Southern Corporation and its subsidiaries
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
NSRISK3@NSCORP.COM

- C. All insurance required under Section 14.A and 14.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railway. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railway at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 14.A shall be issued to the Railway at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
 - 1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. Please provide point of contact information with the submission including a phone number and email address.

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #
 - 2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms

and endorsements along with the policy forms and endorsements as required in Section 14.B.

- b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 14.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: 10/17/2022
- B. NS File No.: BR1113606
- C. NS Milepost: N0-86.29 and N0-86.26
- D. Sponsor's Project No.: _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
Project Description: Construct Hall Ave over Norfolk Southern and add sidewalk to 6th Ave (725611U) across Norfolk Southern
Location: Hattiesburg, Forrest, Mississippi
Project No.:
Milepost: NO-86.29 (New Bridge)/ NO-86.26 (Exist Xing)
File: BR1113606
Date: Original September 12, 2022

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	106,807
ITEM C - Administration	3,557
ITEM D - Railroad Protective Services	417,773
ITEM E - Communications	0
ITEM F - Signal & Electrical	5,000
ITEM G - Track Work	73,173
ITEM H - T-Cubed	0
Total	\$ 606,311
Contingency 0%	\$ -
GRAND TOTAL	\$ 606,311

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM A		\$ -

EXHIBIT D

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	80 Hours @ \$60 / hour=	4,800
Labor Additives:		3,772
Travel Expenses:		2,500
Services by Contract Engineer:		95,735
NET TOTAL - ITEM B		\$ 106,807

ITEM C - Administration

Agreement Construction, Review and/or Handling:		2,460
Protective Services Process/Handling Fee:		0
Accounting Hours (Labor):	20 Hours @ \$30 / hour=	600
Accounting Additives:		497
NET TOTAL - ITEM C		\$ 3,557

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	300 days @ 390.00 per day=	117,000
	(based on working 12 hours/day)	
Labor Additive:		270,773
Travel Expenses, Meals & Lodging:		
	300 days @ \$100/day=	30,000
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		\$ 417,773

ITEM E - Communications

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

EXHIBIT D

ITEM F - Signal & Electrical

Material:	0
Labor:	0
Purchase Services:	0
Other:	5,000
NET TOTAL - ITEM F	\$ 5,000

ITEM G - Track Work

Material:	49,558
Labor:	5,474
Additive:	12,668
Purchase Services:	5,474
NET TOTAL - ITEM G	\$ 73,173

ITEM H - T-CUBED

Lump Sum	\$ -
----------	------

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 78.59%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (09/12/2022). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

EXHIBIT D

Norfolk Southern Railway Company

Gulf Division

Hattiesburg, Forrest, Mississippi

ESTIMATE FOR CROSSING IMPROVEMENT (ASPHALT SURFACE)

Widening Crossing at 6th Ave.

Existing Crossing

DOT Number: 725611U

MP: NO-86.29 (New Bridge)/ NO-86.26 (Exist Xing)

1 TRACK(S);

40 CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
SURFACE MATERIAL (Rubber Flangeways)	40	TRK. FT.	81.00	3,240
ASPHALT (BY CONTRACTOR)	30	TONS	396.00	12,032
RAIL, 136-LB RE	160	LIN FT.	25.00	4,000
TRANSITION RAIL	4	EA.	1171.00	4,684
INSULATED JOINTS	0	EA.	1355.00	0
RAIL ANCHORS	240	EA.	1.90	456
SPIKES	3.0	KEG	118.00	354
TIE PLATES	120	EA.	15.00	1,800
CROSSTIES (10')	0	EA.	100.00	0
CROSSTIES (GRADE 5)	60	EA.	55.00	3,300
TRUCKED BALLAST AND GRAVEL	92	TONS	104.00	9,568
GEOTEXTILE	0	LIN FT.	7.00	0
THERMITE WELDS	4	EA.	691.00	2,764
ASPHALT DISPOSAL	1	LUMPS	5000.00	5,000

TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)

49,558

LABOR

REMOVE EXISTING CROSSING	40	MAN HOURS	30.41	1,216
REHABILITATE TRK. STRUCTURE	80	MAN HOURS	30.41	2,433
INSTALL NEW CROSSING	60	MAN HOURS	30.41	1,825

TOTAL

5,474

OTHER ITEMS

COMPOSITE LABOR ADDITIVE (231.43%)	12,668
EQUIPMENT RENTAL & TRANSPORTATION	5,474

TOTAL (Billed to Project Sponsor)

\$73,173

*ESTIMATE BASED ON FULL CLOSURE OF ROAD WITH TRAFFIC CONTROL AND BARRICADES PROVIDED BY OTHERS

*UNIT COSTS ARE ESTIMATED. ACTUAL UNIT COSTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

This estimate is valid for one (1) year after the date of estimate. If work is not performed within this time frame the Railway may revise the estimate to include work not previously deemed necessary.

This estimate shall not be considered as an approval for a temporary crossing. Information provided is an estimation of the anticipated cost for the construction of the crossing only. All temporary construction crossings require a separate approval from Norfolk Southern's General Manager and Division Superintendent, a separate stand alone temporary construction crossing agreement with associated real estate fees, and all required insurances as noted in the in the temporary construction crossing agreement.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Laken Camp, Grants Coordinator

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, November 8, 2022

Re: Ratification of the submitted grant application to the American in Bloom/CN Railway "EcoConnexions from the Ground Up" grant program, to fund tree and ornamental plantings along Hall Avenue, for a total project cost of \$58,311.25 (\$24,450 AIB/CN grant contribution and \$33,861.25 local match).
File Number: 2022-836
Minute Book #

Summary

America in Bloom/CN Railway "EcoConnexions from the Group Up" Grant Program

Recommendation Statement

I recommend ratification of the submitted grant application to the American in Bloom/CN Railway "EcoConnexions from the Ground Up" grant program, to fund tree and ornamental plantings along Hall Avenue, for a total project cost of \$58,311.25 (\$24,450 AIB/CN grant contribution and \$33,861.25 local match).

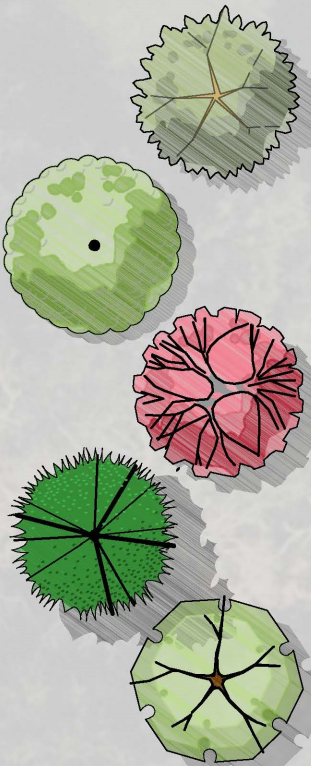
Please place this on the November 8, 2022 City Council meeting for consideration.

HALL AVENUE
LANDSCAPE IMPROVEMENTS

PLANT SCHEDULE

TREES

BOTANICAL / COMMON NAME



Cercis canadensis / Eastern Redbud

Ulmus alata / Winged Elm

Lagerstroemia indica 'Watermelon Red' / Watermelon Red Crape Myrtle

Magnolia grandiflora 'Southern Charm' / Teddy Bear® Southern Magnolia

Quercus virginiana / Southern Live Oak

SHRUBS

BOTANICAL / COMMON NAME

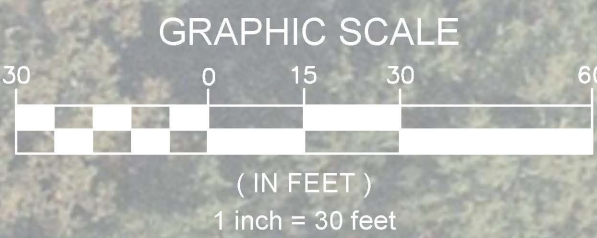


Abelia x grandiflora 'Radiance' / Radiance Glossy Abelia

Ilex x Dwarf Yaupon / Dwarf Yaupon Holly

Juniperus chinensis 'Parsonii' / Parsoni Juniper

Rosa x 'Meiggili' / Peach Drift® Rose



HALL AVENUE

PLAN ENLARGEMENT

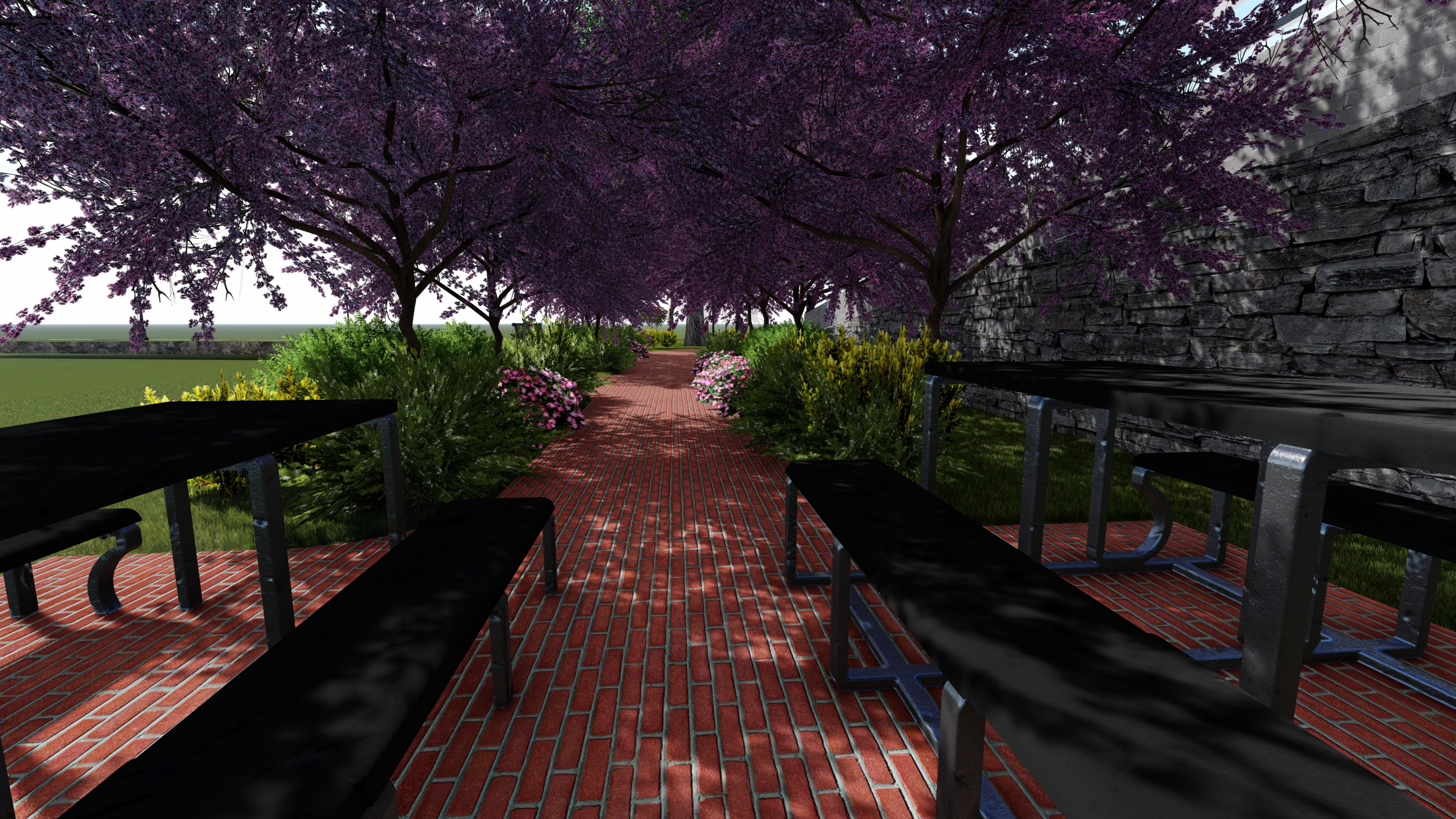
AIB/CN
RECOGNITION
SIGNAGE

BRICK
PLAZA

BENCHES

PICNIC
TABLES

EDUCATIONAL
SIGNAGE





From: [America in Bloom](#)
To: [Camp, Laken](#)
Subject: CN/AIB Grant Proposal Submission
Date: Monday, October 31, 2022 1:01:49 PM

Thank you for your submission. Will notify you around December 31 of the status.

CN/AIB Grant Proposal Submission

Project Name *	City of Hattiesburg – Hall Avenue Landscape Project
Amount Requested (up to \$25,000). Enter without symbols. Example: 25000 *	24450
Name of organization/entity submitting proposal *	City of Hattiesburg
Your Name *	Laken Camp
Your title *	Grant Coordinator
Address	☐ 200 Forrest Street P.O. Box 1898 Hattiesburg, MS 39403–1898 United States
Phone Number *	(601) 545–4544
Email *	lcamp@hattiesburgms.com
Please indicate the type of organization/entity submitting proposal *	Municipality
Estimated number of trees to be planted *	48
Estimated number of shrubs, groundcovers, and/or flowers to be planted *	103
Species of trees, shrubs, groundcovers, and flowers to be planted. *	Winged Elm, Eastern Redbud, Crape Myrtle, Teddy Bear Magnolia, Southern Live Oak, Radiance Glossy Abelia, Dwarf Yaupon Holly, Parsons Juniper, Drift Rose

Describe the proposed project in detail. Please explain how assistance from the CN EcoConnexions – From the Ground Up grant program will enhance your community's environmental, social health, and well being. (1,000 words max)

NOTE: Projects CANNOT be in the CN Right of Way. *

The City of Hattiesburg proposes to enhance the landscaping along Hall Avenue that is connecting with the overpass being constructed over the Canadian National rail line. The overall project would include the installation of both tree and ornamental plantings to improve the aesthetical appearance of the area.

This project will contribute to the improvement of storm water run-off by creating root systems from both the trees and the planter areas where none currently exist. Sidewalks will be installed as an indirect part of this project by the City of Hattiesburg. The City will provide the maintenance of these plantings and will have them added to the Parks and Recreation Department's weekly maintenance schedule.

This overpass construction is intended to increase resource accessibility to communities that are otherwise in low resource dense areas. For instance, the overpass will allow for emergency vehicles to access East Hattiesburg and nearby cities much more quickly. The City of Hattiesburg Administration and respective personnel devote much of their time fostering the progress of Hattiesburg on a functional level but with sustainable enjoyment of residence in mind.

A beautification project in this area will help to create an attractive public space that can welcome and be admired by visitors, elicit a sense of pride in Hattiesburg residents, and improve air and water quality along with public health. Promoting community pride among residents will persuade residents to respect their neighborhoods and encourage the maintenance of clean, attractive private properties. This beautification effort also coincides with Hattiesburg's desire to become a more walkable, pedestrian-friendly city. The City will install sidewalks to complement the plantings, and the beautification efforts will provide a more attractive, inviting, and appealing pathway to encourage pedestrian and bicycling activity. Trees will also provide shade to pedestrians and bicyclists. Furthermore, increasing the visual appeal of the project area will ultimately serve to encourage public and private investments in the area, boosting the economic success in the community.

Describe how your community will be involved in the program, including planning, design, construction, and maintenance. How are your community volunteers and volunteer organizations expected to participate? (1,000 words max) *

The City of Hattiesburg has an ongoing partnership with Keep Hattiesburg Beautiful to host community volunteer projects that promote civic pride and beautification. We consulted with Neel-Schaffer to determine what trees and shrubs should populate the designated area. We decided on majority native species that are hardy and weather resistant, disease resistant, and foster a healthy environment for bees and provide food to the local wildlife.

The city intends on pursuing all measures within our capability that promote sustainability and growth of all shrubs and trees. The Parks and Recreation Department will be responsible for all maintenance of the area. The employees and volunteers working in the area will be using the standards of sustainability in landscape architecture and best practice methods when pruning, mulching, and mowing. The project area will be targeted in future clean-up and beautification events that will involve the city, local residents and organizations wanting to help with clean-up efforts.

Describe how the project addresses environmental challenges and how it will be sustained. Please include how the project will receive ongoing maintenance. (1,000 words max) *

This project will contribute to the improvement of storm water run-off by creating root systems from both the trees and the planter areas where none currently exist. The project will also establish a vegetative buffer for surrounding business and residential areas. The City of Hattiesburg will provide all maintenance and upkeep of these plantings by adding them to the weekly maintenance schedule of the Parks and Recreation Department. The employees and volunteers working in the area will be using the standards of sustainability in landscape architecture and best practice methods when pruning, mulching, and general maintenance (see Sustainability Guidance Document provided

by Neel-Schaffer). The project area will be targeted in future clean-up and beautification events that will involve the city, local residents and organizations wanting to help with clean-up efforts.

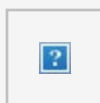
Describe how both America in Bloom (the program's administrator) and CN Railway (the funder) will be recognized for their contribution. Please include information on logo usage, launch events, press conferences, etc. As an inauguration event is required, please indicate how your community would envision the event. (1,000 words max) *

America in Bloom and CN EcoConnexions – From the Ground Up will be given credit for the funding provided in any public announcements about the project. Information regarding grant-funded projects is typically shared via news outlets and social media where proper advertisement and logo usage is prioritized. An inauguration event would consist of a press conference to announce and describe the project to the public and media which will include thorough recognition of America in Bloom and CN Railway.

Describe how you will measure the project's success. How will the project be evaluated for success? How will you share the results of your project? Note, in order to receive payment, you will be required to submit a final report to America in Bloom. *

The program's success can be evaluated through community surveys, dialogues with residents, number of new residents to the area, number of new businesses to the area, and revenue increases for existing businesses. Project results will be shared in a progress report to American in Bloom.

Attach budget document (10 MB limit) *



[aib_grant_budget.xlsx](#)

14.22 KB • XLSX

Attach a File



[sustainability_guidance_document.pdf](#)

379.32 KB • PDF

Please indicate you understand the grant requirements as outlined at <https://americainbloom.org/programs/cn-grant/>. This includes, but is not limited to, matching cash and/or in-kind contributions; participation in the AIB National Awards Program; and media event with signage to recognize funders. *

- Yes, I understand the grant requirements.

Please confirm that CN owns rail lines that run through your community. This is a requirement of the grant. To check if the rail lines in your community are owned by CN, check the interactive map at <https://www.cn.ca/en/our-services/maps-and-network/> *

- Yes, CN owns rail line that run through my community.

**HALL AVENUE ROUNDABOUT GRANT LANDSCAPE PROJECT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

Item	Pay Item Description	Unit	Qty	Cost Estimate	
				Unit Price	Price Extension
1	Topsoil for Plant Holes, Contractor Furnished	CY	10	\$35.00	\$350.00
2	Solid Sodding, Centipede	SY	500	\$7.00	\$3,500.00
3	Watering	KGAL	50	\$20.00	\$1,000.00
3	Shrub Planting, Dwarf Yaupon Holly	EA	15	\$30.00	\$450.00
4	Shrub Planting, Radiance Glossy Abelia	EA	19	\$30.00	\$570.00
5	Shrub Planting, Parsons Juniper	EA	45	\$10.00	\$450.00
6	Shrub Planting, Drift Rose "Peach"	EA	24	\$30.00	\$720.00
7	Tree Planting, Eastern Redbud	EA	10	\$240.00	\$2,400.00
8	Tree Planting, Crape Myrtle "Watermelon Red"	EA	4	\$240.00	\$960.00
9	Tree Planting, Winged Elm	EA	20	\$350.00	\$7,000.00
10	Tree Planting, Teddy Bear Magnolia	EA	11	\$200.00	\$2,200.00
11	Tree Planting, Live Oak	EA	3	\$500.00	\$1,500.00
12	Bed Preparation	SF	2500	\$1.40	\$3,500.00
13	Fertilizer for Woody Plant Material, Tablet, 21 gram	K	1	\$350.00	\$350.00
14	Tree Bark Mulch, Type III	CY	20	\$40.00	\$800.00
15	Tree Bark Mulch, Type V	CY	30	\$40.00	\$1,200.00
16	Metal Picnic Tables	EA	2	\$2,000.00	\$4,000.00
17	Metal Benches	EA	2	\$800.00	\$1,600.00
18	Brick Pavers	SQ FT	600	\$20.00	\$12,000.00
19	Educational Material/Signage	EA	1	\$500.00	\$500.00
20	Signage	EA	1	\$500.00	\$500.00
21	AIB National Awards Program registration fee		1	\$1,099.00	\$1,099.00

Total Construction Cost (Participating and Non-Participating)

Contingency (15%)

Design Fee

Total Project Cost

\$46,649.00

\$46,649.00

\$6,997.35

\$4,664.90

\$58,311.25



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Acknowledge receipt of a fully executed and recorded deed for a portion of Forrest County Parcel No. 25251 acquired for the Hall Avenue West Overpass project.
File Number: 2022-842
Minute Book #

Summary

Acknowledge receipt of a fully executed and recorded deed for a portion of Forrest County Parcel No. 25251 acquired for the Hall Avenue West Overpass project.

Recommendation Statement

I recommend approval of this item.

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



DEED

Bk:1407 Page:157-162

RCD: 10/20/2022 @ 2:32:55: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:

Jennifer Linette Brown-Travis, Bobbie Jean

Brown Bullock and Deaidre Gail Brown

700 Woodland Court

Hattiesburg, MS 39401

Phone: (601) 297-1929

WARRANTY DEED

INDEXING INSTRUCTIONS: Lot One
(1), Block One (1) of the Woodland
Court subdivision of the City of
Hattiesburg, County of Forrest, State of
Mississippi

Initial

JD, JB, BB, DAB

Jennifer Brown et al
PARCEL 25251

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, 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 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; thence run North 00 degrees 18 minutes 14 seconds East for a distance of 56.70 feet to an iron pin set at the southeast corner of Lot 1, 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 1 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 35 seconds West along said right-of-way for a distance of 56.70 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run North 89 degrees 43 minutes 25 seconds East along the south line of Hall Ave 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 16 minutes 35 seconds East 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.

Grantors herein Jennifer Linette Brown Travis and Bobbie Jean Brown Bullock warrant that the above described property is no part of their homestead. Grantor Deaidre Gail Brown warrants that she is a single person and that the above described property is part of her homestead.

This conveyance includes all improvements located on the above described land and

Initial , , ,  B

Jennifer Brown et al
PARCEL 25251

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.

Grantors represent and warrant that Bruce Junior Bullock is deceased.

Witness our signatures this the 17th day of October A.D. 2022.

Signature Jennifer Linette Brown-Travis
Jennifer Linette Brown-Travis

Signature Bobbie Jean Brown Bullock
Bobbie Jean Brown Bullock

Signature Deaidre Gail Brown
Deaidre Gail Brown

Initial JB, PS, DBB, W.B.

Jennifer Brown et al
PARCEL 25251

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of October, 2022, within my jurisdiction, the within named **Jennifer Linette Brown Travis**, who acknowledged that she executed the above and foregoing instrument.



(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 17th day of October, 2022, within my jurisdiction, the within named **Bobbie Jean Brown Bullock**, who acknowledged that she executed the above and foregoing instrument.



(NOTARY PUBLIC)

(SEAL)

My commission expires: _____



Initial JD, JB, BJB, WLB

Jennifer Brown et al
PARCEL 25251

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me the undersigned authority in and for the said county and state on this _____ day of _____, 2021, within my jurisdiction, the within named Jennifer Elaine Brown Farmer, who acknowledged that she executed the above and foregoing instrument

(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 _____ day of _____, 2021, within my jurisdiction, the within named Bobbie Jean Brown Bullock, who acknowledged that she executed the above and foregoing instrument

(SEAL)



My commission expires

Jennifer Elaine Brown et al
PARCEL 3, 121

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of October, 2022, within my jurisdiction, the within named **Deaidre Gail Brown**, a single person, who acknowledged that she executed the above and foregoing instrument.

PBB
10 *Gale*

[Signature]

(NOTARY PUBLIC)

(SEAL)

My commission expires: _____



Initial

[Signature], *[Signature]*, *BGB*, *DJB*

Jennifer Brown et al
PARCEL 25251



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, November 8, 2022
Re: Acknowledge receipt of the Privilege Tax License monthly report for September 2022.
File Number: 2022-824
Minute Book #

Summary

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

Recommendation Statement

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

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

PRIVILEGE LICENSE MONTHLY REPORT

09/01/2022 TO 09/30/2022

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-03-21-021254	\$25.00		THE HOUSE OF THE LORD F.G.B.C 2000 W 4TH ST HATTIESBURG MS 39401
LIC-04-22-024161	\$45.00		CHICK-FIL-A AT FGH 6051 HWY 49 HATTIESBURG MS 39401
LIC-06-22-024583	\$5.00		TURBO C STORE #15 P.O. BOX 16448 HATTIESBURG MS 39404
LIC-06-22-024584	\$45.00		TURBO C STORE #15 P.O. BOX 16448 HATTIESBURG MS 39404
LIC-06-22-024585	\$15.00		TURBO C STORE #15 P.O. BOX 16448 HATTIESBURG MS 39404
LIC-07-22-024771	\$55.00		LUNA NUEVA COCINA MEXIANA 2749 OAK GROVE RD HATTIESBURG MS 39402
LIC-07-22-024792	\$91.00		HOSPICE ADVANTAGE, LLC 10 CADILLAC DR STE 400 BRENTWOOD TN 37027
LIC-08-22-024880	\$45.00		PODS 5585 RIO VISTA DR ATTN : TAX DEPT CLEARWATER FL 33760
LIC-08-22-024908	\$45.00		DAVI NAILS 5901 HWY 49 HATTIESBURG MS 39401
LIC-08-22-024922	\$55.00		BRIGHT STEPS THERAPY P.O. BOX 956 POPLARVILLE MS 39470
LIC-09-22-025120	\$20.00		5K CLEANING 119 N 35TH AV HATTIESBURG MS 39401
LIC-09-22-025138	\$45.00		ZYRE VIRTUAL SOLUTIONS 7 PROFESSIONAL PKWY STE 101 & 103 HATTIESBURG MS 39402
LIC-09-22-025141	\$20.00		TRITON SWIM SCHOOL 2910 JAMESTOWN RD HATTIESBURG MS 39402
LIC-09-22-025241	\$20.00		GOD GLITTER & GLAM, LLC 104 BRECKENRIDGE DR APT. 107 HATTIESBURG MS 39402
LIC-09-22-025295	\$20.00		EVENT'S & MORE LLC 104 BRECKENRIDGE DR HATTIESBURG MS 39402
LIC-09-22-025413	\$20.00		GETAWAY CLOTHING COMPANY 1 PINE BARK COVE HATTIESBURG MS 39401

LIC-09-22-025482 \$20.00

CAB TRUCKING SERVICES
194 MILLPOND DR
HATTIESBURG MS 39401

17 \$591.00

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-09-21-022726	\$20.00		KATIE EXPRESS FOOD MART, LLC 306 KATIE AV HATTIESBURG MS 39401
LIC-09-22-025087	\$20.00		VICTOR J. ROBERTS ATTORNEY AT LAW PO BOX 608 HATTIESBURG MS 394030608
LIC-09-22-025088	\$20.00		LAW OFFICE OF JACK DENTON P.O. BOX 17943 HATTIESBURG MS 39404
LIC-09-22-025089	\$20.00		FAITH CONSULTANT, LLC 1028 N MAIN STREET HATTIESBURG MS 39401
LIC-09-22-025090	\$20.00		WELLSPRING WEALTH GROUP 6374 HWY 98 STE C HATTIESBURG MS 39402
LIC-09-22-025091	\$20.00		SIDELINES SPORTS CAFE 2763 OAK GROVE ROAD STE 30 HATTIESBURG MS 39402-
LIC-09-22-025092	\$15.00		SIDELINES SPORTS CAFE 2763 OAK GROVE ROAD STE 30 HATTIESBURG MS 39402-
LIC-09-22-025093	\$20.00		SOUTH POINTE EXPRESS MART 5326 US HWY 49 S HATTIESBURG MS 39401-
LIC-09-22-025094	\$15.00		SOUTH POINTE EXPRESS MART 5326 US HWY 49 S HATTIESBURG MS 39401-
LIC-09-22-025095	\$20.00		STUCKEYS PO BOX 18107 HATTIESBURG MS 394048107
LIC-09-22-025096	\$15.00		STUCKEYS 6733 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-22-025097	\$30.00		JORDAN BROTHERS PLUMBING, INC. 53 RIVER DR HATTIESBURG MS 39401
LIC-09-22-025099	\$20.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 39401
LIC-09-22-025100	\$15.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 39401
LIC-09-22-025102	\$20.00		AMERICAN SELF STORAGE 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-09-22-025103	\$20.00		THE UPS STORE #4624 5891 HWY 49 STE 60 HATTIESBURG MS 39402
LIC-09-22-025104	\$20.00		AAMCO TRANSMISSION 109 MAYFAIR ROAD HATTIESBURG MS 39402-

LIC-09-22-025105	\$30.00		GREEN LAW FIRM, P.A. 32 OFFICE PARK DRIVE HATTIESBURG MS
LIC-09-22-025106	\$20.00		A & B DISCOUNT GROCERY CHINESE TAKEOUT 700 EMERALD LANE HATTIESBURG MS 39401
LIC-09-22-025107	\$20.00		BKPTV 215 MOBILE ST STE 100 HATTIESBURG MS 39401
LIC-09-22-025108	\$15.00		GOLDEN EAGLE EXPRESS 208 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-09-22-025109	\$25.00		GOLDEN EAGLE EXPRESS 208 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-09-22-025110	\$15.00		COURTYARD BY MARRIOTT 119 GRAND DRIVE HATTIESBURG MS 39401-
LIC-09-22-025111	\$60.00		COURTYARD BY MARRIOTT PO BOX 5566 DOTHAN AL 36302-0000
LIC-09-22-025112	\$15.00		HATTIESBURG COUNTRY CLUB 61 CLASSIC DR HATTIESBURG MS 39402
LIC-09-22-025113	\$20.00		HATTIESBURG COUNTRY CLUB 61 CLASSIC DR HATTIESBURG MS 39402
LIC-09-22-025114	\$15.00		KEITH'S SUPERSTORE #135 5331 OLD HIGHWAY 11 HATTIESBURG MS
LIC-09-22-025115	\$20.00		KEITH'S SUPERSTORE #135 5331 OLD HIGHWAY 11 HATTIESBURG MS
LIC-09-22-025116	\$15.00		SAKE CAFE HATTIESBURG INC. 24 CROSS CREEK PARKWAY STE 130 HATTIESBURG MS 39402-
LIC-09-22-025117	\$20.00		SAKE CAFE HATTIESBURG INC. 24 CROSS CREEK PARKWAY 130 HATTIESBURG MS 39402-
LIC-09-22-025118	\$15.00		KEITH'S SUPERSTORE #150 6750 HIGHWAY 49 HATTIESBURG MS 39402
LIC-09-22-025119	\$20.00		KEITH'S SUPERSTORE #150 7048 HIGHWAY 49 HATTIESBURG MS 394020000
LIC-09-22-025121	\$20.00		HTL AUTOMOTIVE SERVICES, LLC 305 EMERALD LN HATTIESBURG MS 39401
LIC-09-22-025122	\$20.00	\$2.40	UAR DIRECT LLC 5110 HWY 49 S HATTIESBURG MS 39401-
LIC-09-22-025123	\$20.00		W J SERVICES, LLC 903 COIT ST HATTIESBURG MS 39401
LIC-09-22-025124	\$80.00		C.L. DEWS FOUNDRY & MACHINE CO, INC PO BOX 1647 HATTIESBURG MS 394031647

LIC-09-22-025125	\$20.00	AMERICAN DATA MANAGEMENT AND STORAGE, LLC 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-09-22-025126	\$25.00	WARRIOR TIRE & SERVICE 5279 OLD HIGHWAY 11 HATTIESBURG MS 39402-
LIC-09-22-025127	\$30.00	LORESCO, INC. 421 JM TATUM INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-09-22-025128	\$340.00	TRACTOR SUPPLY COMPANY # 1461 7168 US HIGHWAY 49 HATTIESBURG MS 39401-
LIC-09-22-025129	\$20.00	UPDOWN TRAMPOLINE PARK .101 S 41ST AV HATTIESBURG MS 39402
LIC-09-22-025130	\$30.00	IMAGES SIGNS & NEON INC. 310 S 25TH AV HATTIESBURG MS 39401
LIC-09-22-025131	\$20.00	SIGNATURE ONE REALTY, LLC - 90321 118 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-22-025132	\$36.00	ORKIN PEST CONTROL 23161 LOWE DAVIS RD COVINGTON LA 70435
LIC-09-22-025133	\$45.00	PACE ROOFING, LLC P.O. BOX 444 PETAL MS 39465
LIC-09-22-025134	\$20.00	HUB CITY CONSTRUCTION, INC. 607 CORINNE ST STE C-6 HATTIESBURG MS 39401
LIC-09-22-025135	\$20.00	4 D SOLUTIONS, INC. 523 E HICKORY ST ELLISVILLE MS 39437-
LIC-09-22-025136	\$33.00	B-KWIK #15 PO BOX 67 MCCOMB MS 39649
LIC-09-22-025142	\$66.00	MCDONALD'S #1446 3111 HARDY STREET HATTIESBURG MS 39402
LIC-09-22-025143	\$150.00	HATTIESBURG HEALTH & REHAB CENTER, LLC 514 BAY ST HATTIESBURG MS 39401
LIC-09-22-025144	\$30.00	CHESTERFIELD'S 4646 HARDY STREET HATTIESBURG MS 39402-
LIC-09-22-025145	\$15.00	CHESTERFIELD'S 4646 HARDY STREET HATTIESBURG MS 39402-
LIC-09-22-025146	\$200.00	CORNER MARKET #6074 PO BOX 16569 HATTIESBURG MS 394040000
LIC-09-22-025147	\$15.00	CORNER MARKET #6074 PO BOX 16569 HATTIESBURG MS 394040000
LIC-09-22-025148	\$20.00	CORNER MARKET #6074 PO BOX 16569 HATTIESBURG MS 394040000

LIC-09-22-025149	\$25.00		BLOSSMAN GAS CO. INC. 1110 P O BOX OCEAN SPRINGS MS 39566
LIC-09-22-025150	\$25.00		BLOSSMAN GAS CO. INC. 1561 HIGHWAY 11 BYPASS HATTIESBURG MS 39401
LIC-09-22-025151	\$33.00		TIMBERTON GOLF CLUB 22 CLUBHOUSE DRIVE HATTIESBURG MS 39401
LIC-09-22-025152	\$15.00		TIMBERTON GOLF CLUB 22 CLUBHOUSE DRIVE HATTIESBURG MS 39401
LIC-09-22-025153	\$30.00		FUJI YAMA 6153 HWY 98 HATTIESBURG MS 39402
LIC-09-22-025154	\$15.00		FUJI YAMA 6153 HWY 98 HATTIESBURG MS 39402
LIC-09-22-025155	\$30.00		CARE MANAGEMENT ORGINIZATION LLC 106 MADISON PLZ STE A HATTIESBURG MS
LIC-09-22-025156	\$20.00		MIDSOUTH GOLF,LLC 101 SHADOW LAKE DRIVE HATTIESBURG MS 39402-
LIC-09-22-025157	\$15.00		MIDSOUTH GOLF,LLC 101 SHADOW LAKE DRIVE HATTIESBURG MS 39402-
LIC-09-22-025158	\$30.00		FUZZY'S TACO SHOP 3102 HARDY ST HATTIESBURG MS 39402
LIC-09-22-025159	\$15.00		FUZZY'S TACO SHOP 3102 HARDY ST STE 10 HATTIESBURG MS 39402
LIC-09-22-025160	\$30.00		GREEN EYE 2901 ARLINGTON LOOP HATTIESBURG MS 39401
LIC-09-22-025161	\$20.00		SALVAGE WORLD LLC 1309 W PINE STREET HATTIESBURG MS 39401-
LIC-09-22-025162	\$250.00		CORNER MARKET #9314 5266 OLD HIGHWAY 11 HATTIESBURG MS 39402
LIC-09-22-025163	\$20.00	\$2.20	BEAUTIFUL DAY 6196 HIGHWAY 49 HATTIESBURG MS 394010000
LIC-09-22-025164	\$150.00		O'CHARLEY'S # 254 3038 SIDCO DR NASHVILLE TN 37204
LIC-09-22-025165	\$15.00		O'CHARLEY'S # 254 4640 HARDY STREET HATTIESBURG MS 39402
LIC-09-22-025166	\$20.00		SKY SUSHI OF MS INC 6565 HWY 98 W STE HATTIESBURG MS
LIC-09-22-025167	\$15.00		SKY SUSHI OF MS INC 6565 HWY 98 W STE 120 HATTIESBURG MS

LIC-09-22-025168	\$150.00		HATTIESBURG THEATRES, LLC DBA THE GRAND 18 935 GRAVIER ST STE 1200 NEW ORLEANS LA 70112
LIC-09-22-025169	\$15.00		HATTIESBURG THEATRES, LLC DBA THE GRAND 18 935 GRAVIER ST STE 1200 NEW ORLEANS LA 70112
LIC-09-22-025170	\$60.00		HATTIESBURG THEATRES, LLC DBA THE GRAND 18 935 GRAVIER ST STE 1200 NEW ORLEANS LA 70112
LIC-09-22-025171	\$135.00		HANCO CORPORATION 6316 HWY 49 HATTIESBURG MS 39401-
LIC-09-22-025172	\$20.00		RESTAURANT EQUIPMENT MAINTENANCE CO., LLC 995 YEAGER PARKWAY PELHAM AL 35124
LIC-09-22-025174	\$20.00	\$3.40	SURETURN LLC DBA H & R BLOCK TAX SERVICES 5040 HARDY STREET STE 10 HATTIESBURG MS 39402-
LIC-09-22-025175	\$20.00		BROADWAY SMOKE SHOP, LLC 1818 BROADWAY DR HATTIESBURG MS 39402
LIC-09-22-025176	\$15.00		BROADWAY SMOKE SHOP, LLC 1818 BROADWAY DR HATTIESBURG MS 39402
LIC-09-22-025177	\$20.00		THE BEER BARN 6430 HWY 49 N HATTIESBURG MS 39401
LIC-09-22-025178	\$15.00		THE BEER BARN 6430 HWY 49 N HATTIESBURG MS 39401
LIC-09-22-025179	\$120.00		LOGAN'S ROADHOUSE 6147 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-22-025180	\$15.00		LOGAN'S ROADHOUSE 6147 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-22-025181	\$250.00		CORNER MARKET #6089 2800 LINCOLN RD HATTIESBURG MS 39402
LIC-09-22-025182	\$15.00		CORNER MARKET #6089 2800 LINCOLN RD HATTIESBURG MS 39402
LIC-09-22-025183	\$25.00		CORNER MARKET #6089 P O BOX 16569 HATTIESBURG MS 39402
LIC-09-22-025184	\$40.00		CORNER MARKET #6089 P O BOX 16569 HATTIESBURG MS 39402
LIC-09-22-025185	\$20.00	\$2.20	ICLONE SERVICES, LLC 1009 N 30TH AV HATTIESBURG MS 39401
LIC-09-22-025188	\$20.00	\$3.00	BANANA SPLIT CHILDREN'S BOUTIQUE 560 WEATHERSBY ROAD 170 HATTIESBURG MS 39402-
LIC-09-22-025189	\$20.00		R & S AIR CONDITION 123 KING ROAD HATTIESBURG MS 39401

LIC-09-22-025190	\$48.00		PEDESCO INC. 2000 BYRON STREET HATTIESBURG MS 39401
LIC-09-22-025191	\$585.00	\$292.50	ENTERTAINMENT GROUP INC 650 B PAPWORTH AV METAIRIE LA 70005
LIC-09-22-025192	\$20.00		HUB CITY EMPLOYMENT INC 201 N N. 25TH AV HATTIESBURG MS 39401-
LIC-09-22-025193	\$20.00		MINI SUPERMARKET 2763 OAK GROVE ROAD RD STE 10 HATTIESBURG MS 39402
LIC-09-22-025194	\$15.00		MINI SUPERMARKET 2763 OAK GROVE ROAD RD STE 10 HATTIESBURG MS 39402
LIC-09-22-025195	\$20.00		LINCOLN EXPRESS MART 2701 LINCOLN RD HATTIESBURG MS 39402
LIC-09-22-025196	\$15.00		LINCOLN EXPRESS MART 2701 LINCOLN RD HATTIESBURG MS 39402
LIC-09-22-025197	\$63.00		OWENS BUSINESS MACHINES, INC 2108 HARDY STREET HATTIESBURG MS 39401-
LIC-09-22-025198	\$30.00		OISHI STEAK HOUSE LLC 100 KENSINGTON DRIVE HATTIESBURG MS 39402-
LIC-09-22-025199	\$15.00		OISHI STEAK HOUSE LLC 100 KENSINGTON DRIVE HATTIESBURG MS 39402-
LIC-09-22-025200	\$30.00		COMPADRES MEXICAN GRILL LLC 5268 OLD HWY 11 STE 15 HATTIESBURG MS 39402
LIC-09-22-025201	\$15.00		COMPADRES MEXICAN GRILL LLC PO BOX 17857 HATTIESBURG MS 39404
LIC-09-22-025202	\$25.00		B & K SEAFOOD INT'L FOOD MARKET 4600 HARDY STREET HATTIESBURG MS 39401-
LIC-09-22-025203	\$15.00		B & K SEAFOOD INT'L FOOD MARKET 4600 HARDY STREET HATTIESBURG MS 39401-
LIC-09-22-025204	\$20.00		COMFORT SUITES 5701 PROGRESS ROAD INDIANAPOLIS IN 462410000
LIC-09-22-025205	\$30.00		DOUBLETREE HATTIESBURG 5701 PROGRESS ROAD INDIANAPOLIS IN 462410000
LIC-09-22-025206	\$15.00		DOUBLETREE HATTIESBURG 5701 PROGRESS ROAD INDIANAPOLIS IN 462410000
LIC-09-22-025207	\$30.00		MARIO'S ITALIAN RESTAURANT 1410 N 31ST AV HATTIESBURG MS 39401
LIC-09-22-025208	\$15.00		MARIO'S ITALIAN RESTAURANT 1410 N 31ST AV HATTIESBURG MS 39401

LIC-09-22-025209	\$36.00		WALLEY ELECTRIC COMPANY INC 4240 FORT KALI OKA DR SARALAND AL 36571
LIC-09-22-025210	\$30.00		JIM SMITH SERVICES, INC. P.O. BOX 17737 HATTIESBURG MS 39404
LIC-09-22-025211	\$63.00		DELTA WORLD TIRE COMPANY 46 KING RD HATTIESBURG MS 39402
LIC-09-22-025212	\$200.00		OLD NAVY # 3373 6143 HIGHWAY 98 STE 30 HATTIESBURG MS 39402
LIC-09-22-025213	\$30.00		GREAT SOUTHERN BANK 6232 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-09-22-025214	\$30.00		RILEY DARBY & WILSON PRIVATE WEALTH MANAGEMENT GROUP 6440 HWY 98 HATTIESBURG MS 39402
LIC-09-22-025215	\$50.00		SCRUBS N MORE 4649 HARDY ST HATTIESBURG MS 39402
LIC-09-22-025216	\$60.00		WALK-ON'S BISTREAUX & BAR 4400 HARDY ST STE A-1 HATTIESBURG MS 39402
LIC-09-22-025217	\$15.00		WALK-ON'S BISTREAUX & BAR 4400 HARDY ST STE A-1 HATTIESBURG MS 39402
LIC-09-22-025218	\$40.00		WALK-ON'S BISTREAUX & BAR 4400 HARDY ST STE A-1 HATTIESBURG MS 39402
LIC-09-22-025219	\$20.00		PLAZA FIESTA 1111 HARDY STREET HATTIESBURG MS 39401
LIC-09-22-025220	\$15.00		PLAZA FIESTA 1111 HARDY STREET HATTIESBURG MS 39401
LIC-09-22-025221	\$30.00		EMINENT WINKZ LLC 910 HARDY ST HATTIESBURG MS 39401
LIC-09-22-025222	\$20.00		FAIRLEY'S WINGS & MORE 631 MAIN ST HATTIESBURG MS 39401
LIC-09-22-025223	\$15.00		FAIRLEY'S WINGS & MORE
LIC-09-22-025230	\$20.00	\$3.40	AFFORDABLE DENTURES DENTAL LABORATORIES, LLC 4600 HARDY ST 33 HATTIESBURG MS 39402
LIC-09-22-025231	\$1,840.00		SAM'S CLUB #6503 6080 HIGHWAY 98 HATTIESBURG MS
LIC-09-22-025232	\$15.00		SAM'S CLUB #6503 6080 HIGHWAY 98 HATTIESBURG MS
LIC-09-22-025233	\$40.00		SAM'S CLUB #6503 6080 HIGHWAY 98 HATTIESBURG MS

LIC-09-22-025234	\$1,840.00		WAL-MART SUPERCENTER #916 6072 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-22-025235	\$100.00		WAL-MART SUPERCENTER #916 702 S WEST 8TH ST DEPT 8916 BENTONVILLE AR 72716
LIC-09-22-025236	\$15.00		WAL-MART SUPERCENTER #916 6072 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-22-025237	\$40.00		WAL-MART SUPERCENTER #916 6072 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-22-025239	\$1,680.00		TARGET STORE T-2055 PO BOX 9471 CC-1028 MINNEAPOLIS MN 554409471
LIC-09-22-025240	\$15.00		TARGET STORE T-2055 6143 HIGHWAY 98 8D HATTIESBURG MS 39402-
LIC-09-22-025242	\$1,840.00		WAL-MART SUPERCENTER #2717 5901 HIGHWAY 49 N HATTIESBURG MS
LIC-09-22-025243	\$100.00		WAL-MART SUPERCENTER #2717 5901 HIGHWAY 49 N HATTIESBURG MS
LIC-09-22-025244	\$15.00		WAL-MART SUPERCENTER #2717 5901 HIGHWAY 49 N HATTIESBURG MS
LIC-09-22-025245	\$30.00		AMERICA'S HOME PLACE, INC 4700 HARDY STREET N HATTIESBURG MS 39401
LIC-09-22-025246	\$30.00		CDI CONTRACTORS, LLC 3000 CANTRELL RD LITTLE ROCK AR 72202
LIC-09-22-025247	\$25.00		FILL UP 5 3809 HARDY ST HATTIESBURG MS 39402
LIC-09-22-025248	\$15.00		FILL UP 5 3809 HARDY ST HATTIESBURG MS 39402
LIC-09-22-025249	\$5.00		FILL UP 5 3809 HARDY ST HATTIESBURG MS 39402
LIC-09-22-025250	\$20.00	\$2.20	EAST SIDE AUTO REPAIR 121 TUSCAN AVENUE HATTIESBURG MS 394010000
LIC-09-22-025251	\$20.00		HONEY BAKED HAM & CAFE 4600 HARDY STREET STE 10 HATTIESBURG MS 39402
LIC-09-22-025252	\$72.00		CHANNEL CONTROL MERCHANTS 5154 HWY 42 HATTIESBURG MS 39401
LIC-09-22-025253	\$30.00		WASABI SUSHI II INC 6096 HWY 98 HATTIESBURG MS 39402
LIC-09-22-025254	\$15.00		WASABI SUSHI II INC 6096 HWY 98 HATTIESBURG MS 39402

LIC-09-22-025256	\$30.00		SHENANIGANS OF HATTIESBURG, LLC 2100 W PINE ST HATTIESBURG MS 39401
LIC-09-22-025257	\$15.00		SHENANIGANS OF HATTIESBURG, LLC 2100 W PINE STREET HATTIESBURG MS 39401
LIC-09-22-025258	\$30.00		KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-22-025259	\$15.00		KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-22-025260	\$585.00		KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-22-025261	\$27.00		KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-22-025262	\$3,390.00	\$0.00	ENTERPRISE RENT A CAR 410 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-09-22-025264	\$20.00		SOUTHERN UROLOGY, P.A. 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-22-025265	\$20.00		SOUTHERN SURGICAL ASSOCIATES 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-22-025266	\$30.00		ROUNDUP, LTD 108 N 38TH AVENUE HATTIESBURG MS 39403-
LIC-09-22-025267	\$5.00		FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-09-22-025268	\$20.00		FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-09-22-025269	\$15.00		FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-09-22-025270	\$45.00		TAYLOR TOWING 5582 HWY 42 HATTIESBURG MS 39401-
LIC-09-22-025271	\$20.00		H K EXPRESS MART 2502 W 7TH ST HATTIESBURG MS 39401
LIC-09-22-025272	\$15.00		H K EXPRESS MART 2502 W 7TH ST HATTIESBURG MS 39401
LIC-09-22-025273	\$5.00		H K EXPRESS MART 2502 W 7TH ST HATTIESBURG MS 39401
LIC-09-22-025274	\$20.00		GUYS & DOLLS 1315 E HARDY STREET HATTIESBURG MS 39401-
LIC-09-22-025275	\$15.00		GUYS & DOLLS 1315 E HARDY STREET HATTIESBURG MS 39401-

LIC-09-22-025278	\$20.00		DIXIE PLUMBING, LLC 4845 OLD HWY 11 HATTIESBURG MS 39402-
LIC-09-22-025279	\$120.00		CHILDREN'S CLINIC 415 S 28TH AVENUE HATTIESBURG MS 39401-
LIC-09-22-025280	\$380.00		HOBBY LOBBY STORES INC #269 7707 SW 44TH ST ATTN : TAX DEPT OKLAHOMA CITY OK 73179
LIC-09-22-025281	\$30.00		TOPHER'S ROCK & ROLL GRILL 1803 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-09-22-025282	\$20.00		HATTIESBURG EYE CLINIC P.A. 6072 HWY 98 HATTIESBURG MS 39402
LIC-09-22-025283	\$20.00		CHICKEN SALAD CHICK 3002 HARDY ST STE 160 HATTIESBURG MS 39401
LIC-09-22-025284	\$45.00		FIRST BANK 6300 US HWY 98 HATTIESBURG MS 39402
LIC-09-22-025285	\$36.00	\$5.76	CALIBER COLLISION 2941 LAKE VISTA DR LEWISVILLE TX 75067
LIC-09-22-025287	\$20.00		HOME 2 HATTIESBURG 308 N PETERS RD 100 KNOXVILLE TN 37922
LIC-09-22-025288	\$15.00		HOME 2 HATTIESBURG 116 PLAZA DR HATTIESBURG MS 39402
LIC-09-22-025289	\$15.00		HAMPTON INN HATTIESBURG 308 N PETERS RD 100 KNOXVILLE TN 37922
LIC-09-22-025290	\$20.00		HAMPTON INN HATTIESBURG 120 PLAZA DR HATTIESBURG MS 39402
LIC-09-22-025292	\$30.00		PIZZA HUT #2213 3610 HARDY ST HATTIESBURG MS 39402
LIC-09-22-025293	\$30.00		PIZZA HUT #1181 580 WEATHERSBY RD HATTIESBURG MS 39402
LIC-09-22-025294	\$93.00		PETSMART, INC. #625 6143 HIGHWAY 98 STE 50 HATTIESBURG MS 39402
LIC-09-22-025297	\$5.00		FILL UP 4 2306 HARDY ST HATTIESBURG MS 39401
LIC-09-22-025298	\$25.00		FILL UP 4 2306 HARDY ST HATTIESBURG MS 39401
LIC-09-22-025299	\$15.00		FILL UP 4 2306 HARDY ST HATTIESBURG MS 39401
LIC-09-22-025300	\$30.00		SAKURA 6194 HIGHWAY 49 HATTIESBURG MS

LIC-09-22-025301	\$15.00		SAKURA 6194 HIGHWAY 49 HATTIESBURG MS
LIC-09-22-025304	\$30.00	\$4.50	DAVID M. PEREZ, DMD, P.C. 4600 HARDY ST HATTIESBURG MS 39401
LIC-09-22-025305	\$20.00	\$2.80	STUDIO 601 DANCE ACADEMY 29 PARK PL APT 1406 HATTIESBURG MS 39402
LIC-09-22-025307	\$30.00		E. CORNELL MALONE CORP. 1 COMMERCE DRIVE STE 200 HATTIESBURG MS 39402-
LIC-09-22-025308	\$20.00		BEYOND THERAPY HATTIESBURG, LLC 4700 HARDY ST STE J 1 HATTIESBURG MS 39402
LIC-09-22-025309	\$30.00		PAIN CONSULTANTS OF SOUTH MS 106 ASBURY CIRCLE HATTIESBURG MS
LIC-09-22-025310	\$20.00		PETRA CAFE III 118 MANCHESTER RD HATTIESBURG MS 39402
LIC-09-22-025311	\$15.00		PETRA CAFE III 6060 HWY 49 HATTIESBURG MS 39401
LIC-09-22-025312	\$20.00		SPECTRUM THE OTHER CLINIC 2910 MAGNOLIA PL HATTIESBURG MS 39402
LIC-09-22-025313	\$50.00		SOUTHERN BEVERAGE CO. INC. 6992 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-09-22-025314	\$20.00		BY-PASS GROCERY PO BOX 265 PETAL MS 394650000
LIC-09-22-025315	\$99.00		HALF SHELL OYSTER HOUSE HATTIESBURG LLC 6555 HWY 98 HATTIESBURG MS 39402-
LIC-09-22-025316	\$15.00		HALF SHELL OYSTER HOUSE HATTIESBURG LLC 6555 HWY 98 HATTIESBURG MS 39402-
LIC-09-22-025317	\$20.00		PARADISE NUTRITION 4356 LINCOLN RD STE 30 HATTIESBURG MS 39402
LIC-09-22-025318	\$150.00		CHILI'S GRILL & BAR #542 4500 HARDY STREET HATTIESBURG MS
LIC-09-22-025319	\$20.00		THE RED JASPER 3416 HARDY ST STE 140 HATTIESBURG MS 39401
LIC-09-22-025320	\$15.00		CHILI'S GRILL & BAR #542 4500 HARDY STREET HATTIESBURG MS
LIC-09-22-025321	\$90.00		PYROS PIZZA 3002 HARDY ST STE 170 HATTIESBURG MS 39401
LIC-09-22-025322	\$15.00		PYROS PIZZA 3002 HARDY ST STE 170 HATTIESBURG MS 39401

LIC-09-22-025323	\$30.00		QDOBA MEXICAN GRILL 3705 HARDY ST STE 10 HATTIESBURG MS
LIC-09-22-025324	\$15.00		OUTBACK STEAKHOUSE PO BOX 16705 JACKSON MS 392360000
LIC-09-22-025325	\$20.00		OUTBACK STEAKHOUSE PO BOX 16705 JACKSON MS 392360000
LIC-09-22-025326	\$20.00		MAPLES P.O. BOX 388 PETAL MS 39465
LIC-09-22-025327	\$15.00		MAPLES 6723 HWY 49 HATTIESBURG MS 39402
LIC-09-22-025328	\$45.00		HYBRID PLASTICS, INC. 55 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-09-22-025329	\$20.00		FISHER'S LANDSCAPE PO BOX 16776 HATTIESBURG MS 39404
LIC-09-22-025330	\$380.00		PARRIS JEWELERS, LLC 6254 HWY 98 HATTIESBURG MS 39402-
LIC-09-22-025331	\$20.00		TURBO C STORE #20 PO BOX 16448 HATTIESBURG MS 39404-
LIC-09-22-025332	\$15.00		TURBO C STORE #20 PO BOX 16448 HATTIESBURG MS 39404-
LIC-09-22-025333	\$20.00	\$2.80	HAUS OF LEXURY BEAUTY BOUTIQUE 44 CLEAR SPRINGS CT HATTIESBURG MS 39402
LIC-09-22-025334	\$20.00		WORLD FINANCE CORP 4600 HARDY STREET STE 36 HATTIESBURG MS 39404-
LIC-09-22-025336	\$20.00		MAGGIES BEER HOUSE 116 W FLORENCE ST HATTIESBURG MS 39401
LIC-09-22-025337	\$15.00		MAGGIES BEER HOUSE 116 W FLORENCE ST HATTIESBURG MS 39401
LIC-09-22-025338	\$20.00		MBS CONSTRUCTION, LLC 49 PRESS RUSSELL RD SUMRALL MS 39482
LIC-09-22-025341	\$20.00		ALLEY CATS SOUTHERN AXE THROWING 102 DUDLEY W. CONNER AV HATTIESBURG MS 39401
LIC-09-22-025343	\$15.00		ALLEY CATS SOUTHERN AXE THROWING 102 DUDLEY W. CONNER HATTIESBURG MS 39401
LIC-09-22-025344	\$20.00	\$3.40	CATEGORY 5 SMASH ROOM 214 W PINE ST HATTIESBURG MS 39401
LIC-09-22-025349	\$20.00		V.F.W. LACY KELLY POST # 3036 210 RONIE STREET HATTIESBURG MS 39401

LIC-09-22-025350	\$15.00	V.F.W. LACY KELLY POST # 3036 210 RONIE STREET HATTIESBURG MS 39401
LIC-09-22-025352	\$20.00	BLU JAZZ CAFE 139 PINE DR HATTIESBURG MS 39401
LIC-09-22-025353	\$15.00	BLU JAZZ CAFE 139 PINE DR HATTIESBURG MS 39401
LIC-09-22-025354	\$20.00	HATTIESBURGERS AND BLUES 142 E FRONT ST HATTIESBURG MS 39401
LIC-09-22-025355	\$15.00	HATTIESBURGERS AND BLUES 142 E FRONT ST HATTIESBURG MS 39401
LIC-09-22-025356	\$20.00	NELLIE'S CHICKEN & DAIQUIRIS 213 E FRONT ST HATTIESBURG MS 39401
LIC-09-22-025357	\$15.00	NELLIE'S CHICKEN & DAIQUIRIS 213 E FRONT ST HATTIESBURG MS 39401
LIC-09-22-025358	\$30.00	SPARKLING SMILES PEDIATRIC DENTISTRY PLLC 949 BROADWAY DR HATTIESBURG MS 39401
LIC-09-22-025359	\$20.00	CLUB XCLUSIVE 2900 HILLSIDE DR HATTIESBURG MS 39401
LIC-09-22-025360	\$15.00	CLUB XCLUSIVE 5729 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-09-22-025362	\$30.00	CLAXTON JANITORIAL SERVICES INC 16 OFFICE PARK DR STE 2 HATTIESBURG MS 39402
LIC-09-22-025363	\$20.00	DEPOT KITCHEN AND MARKET 209 BUSCHMAN ST HATTIESBURG MS 39401
LIC-09-22-025364	\$15.00	DEPOT KITCHEN AND MARKET 209 BUSCHMAN ST HATTIESBURG MS 39401
LIC-09-22-025365	\$15.00	CORNER MARKET #9314 5266 OLD HIGHWAY 11 HATTIESBURG MS 39402
LIC-09-22-025366	\$30.00	UNIVERSITY FLORIST & GIFTS LLC 6074 HWY 49 HATTIESBURG MS 39401
LIC-09-22-025367	\$20.00	HANDY PANTRY 1 2425 W 4TH ST HATTIESBURG MS
LIC-09-22-025368	\$15.00	HANDY PANTRY 1 2425 W 4TH ST HATTIESBURG MS
LIC-09-22-025369	\$20.00	LONGWOOD CROSSING APARTMENTS 1700 S 28TH AV STE C HATTIESBURG MS 39402
LIC-09-22-025370	\$20.00	BRAZEN "SKATEBOARDS" SKATE SHOP 6086 US HWY 98 W STE 4 HATTIESBURG MS 39402-

LIC-09-22-025371	\$36.00		WATT'S ELECTRICAL & A /C, INC 1116 BROAD STREET COLUMBIA MS 39429
LIC-09-22-025372	\$800.00		WALGREENS #05307 PO BOX 901 DEERFIELD IL 600150000
LIC-09-22-025373	\$15.00		WALGREENS #05307 6130 HIGHWAY 49 HATTIESBURG MS 39401
LIC-09-22-025374	\$380.00		WALGREENS #07579 PO BOX 901 DEERFIELD IL 600154600
LIC-09-22-025375	\$15.00		WALGREENS #07579 5093 HARDY STREET HATTIESBURG MS 39402
LIC-09-22-025376	\$15.00		SHELTON PLACE 815.5 E 7TH STREET HATTIESBURG MS 39401
LIC-09-22-025377	\$20.00		SHELTON PLACE 908 E 6TH STREET HATTIESBURG MS 394010000
LIC-09-22-025378	\$20.00		QUILTS BY BING 2702 SUNSET DRIVE HATTIESBURG MS 39402-2735
LIC-09-22-025379	\$20.00		JERRY'S SEASONED FOOD 320 WILLIAM CAREY PKWY HATTIESBURG MS 39401
LIC-09-22-025380	\$15.00		JERRY'S SEASONED FOOD 320 WILLIAM CAREY PKWY HATTIESBURG MS 39401
LIC-09-22-025383	\$20.00		SUN MASSAGE MS LLC 1000 TURTLE CREEK DR T-64 HATTIESBURG MS 39402
LIC-09-22-025385	\$20.00	\$2.40	COLE'S REMODELING LLC 121 RD HARTFIELD ROAD PURVIS MS 39475-
LIC-09-22-025386	\$20.00		SULLY'S TAVERN 2000 W PINE STREET HATTIESBURG MS 39403
LIC-09-22-025387	\$15.00		SULLY'S TAVERN 213 SULLIVAN KILLRAIN ROAD HATTIESBURG MS 39401-
LIC-09-22-025388	\$800.00		BOOKS-A-MILLION #431 4600 HARDY STREET HATTIESBURG MS 39401
LIC-09-22-025389	\$20.00		HATTIESBURG FAMILY DENTAL CARE 6142 HWY 98 STE 10 HATTIESBURG MS 39402
LIC-09-22-025390	\$20.00		EDWARD JONES 605 CORRINE STREET HATTIESBURG MS 39401
LIC-09-22-025391	\$20.00		CLASSY TATZ TATTOO & BODY PIERCING STUDIO 6086 HWY 98 STE 9 HATTIESBURG MS 39402-
LIC-09-22-025392	\$4,470.00		ENTERPRISE RENT A CAR 1080 RIVER OAKS DR STE B-200 FLOWOOD MS 39232

LIC-09-22-025394	\$20.00	TOMMY'S ELECTRICAL & PLUMBING 107 N FIRST STREET COLLINS MS 39428-
LIC-09-22-025395	\$20.00	TOMMY'S ELECTRICAL & PLUMBING 107 N FIRST ST COLLINS MS 39428-
LIC-09-22-025396	\$30.00	BENSON STEAKHOUSE 6414 HWY 98 W STE 60 HATTIESBURG MS 39402
LIC-09-22-025397	\$15.00	BENSON STEAKHOUSE 6414 HWY 98 W STE 60 HATTIESBURG MS 39402
LIC-09-22-025398	\$40.00	MID-SOUTH MACHINERY INC PO BOX 6076 JACKSON MS 392886076
LIC-09-22-025399	\$10.00	MID-SOUTH MACHINERY INC PO BOX 6076 JACKSON MS 392886076
LIC-09-22-025400	\$93.00	SHOE DEPARTMENT ENCORE # 387 PO BOX 648 CONCORD NC 28026
LIC-09-22-025401	\$40.00	SHOE SHOW #388 1000 TURTLE CREEK DRIVE STE 640 HATTIESBURG MS 39402
LIC-09-22-025402	\$20.00	FAST MART # 11 1801 BROADWAY DRIVE STE 20 HATTIESBURG MS 39401
LIC-09-22-025403	\$15.00	FAST MART # 11 6933 HWY 49 DRIVE HATTIESBURG MS 39402
LIC-09-22-025404	\$5.00	FAST MART # 11 1801 BROADWAY DRIVE STE 20 HATTIESBURG MS 39401
LIC-09-22-025405	\$20.00	FAST MART # 16 6933 U S HWY 49 HATTIESBURG MS 39402-
LIC-09-22-025406	\$15.00	FAST MART # 16 6061 HARDY STREET HATTIESBURG MS 39401
LIC-09-22-025407	\$5.00	FAST MART # 16 6061 HARDY STREET HATTIESBURG MS 39401
LIC-09-22-025408	\$20.00	FAST MART # 19 2782 OAK GROVE ROAD HATTIESBURG MS 39403
LIC-09-22-025409	\$15.00	FAST MART # 19 6933 U S HWY 49 HATTIESBURG MS 39402-0000
LIC-09-22-025410	\$5.00	FAST MART # 19 6933 U S HWY 49 HATTIESBURG MS 39402-0000
LIC-09-22-025415	\$30.00	PAPITOS GRILL 6313 US HWY 49 HATTIESBURG MS 39401
LIC-09-22-025416	\$15.00	PAPITOS GRILL 6313 US HWY 49 HATTIESBURG MS 39401

LIC-09-22-025420	\$30.00		WALTERS CONSTRUCTION COMPANY INC 2051 HWY 84 E LAUREL MS 39443
LIC-09-22-025422	\$30.00		CLAYTON HOMES #785 7325 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-22-025425	\$51.00		ARBY'S ROAST BEEF 100 MARINERS BOULEVARD STE 8 MANDEVILLE LA 704480000
LIC-09-22-025426	\$20.00	\$2.80	HOLIFIELD AUTO SALES 5175 HWY 42 STE 20 HATTIESBURG MS 39401
LIC-09-22-025427	\$150.00		INTERIOR EXTERIOR BUILDING SUPPLY PO BOX 4002 NEW ORLEANS LA 70119
LIC-09-22-025428	\$30.00		PARKER'S LANDSCAPE SERVICE 1951 MCINNIS LOOP HATTIESBURG MS 39402
LIC-09-22-025429	\$20.00		SCARLETT'S 3104 SOUTHAVEN DRIVE HATTIESBURG MS 39402
LIC-09-22-025430	\$20.00		T-BONE RECORDS 2101 HARDY STREET HATTIESBURG MS
LIC-09-22-025431	\$20.00		FEAR LESS BOUTIQUE 60 WAVERLY CT HATTIESBURG MS 39402
LIC-09-22-025432	\$15.00		T-BONE RECORDS 2101 HARDY STREET HATTIESBURG MS
LIC-09-22-025433	\$20.00		MID SOUTH GLASS 609 EMERALD LN HATTIESBURG MS 39401
LIC-09-22-025434	\$20.00		MACK'S HEATING AND AIR 605 JACKSON AV COLUMBIA MS 39429-
LIC-09-22-025435	\$30.00		WALKER ASSOCIATES 2203 HARDY STREET HATTIESBURG MS 39401
LIC-09-22-025436	\$30.00		HUB BOWLING LANES INC 7022 US HIGHWAY 49 HATTIESBURG MS 39402
LIC-09-22-025437	\$15.00		HUB BOWLING LANES INC 7022 US HIGHWAY 49 HATTIESBURG MS 39402
LIC-09-22-025438	\$70.00		HUB BOWLING LANES INC 7022 US HIGHWAY 49 HATTIESBURG MS 39402
LIC-09-22-025439	\$450.00		HUB BOWLING LANES INC PO BOX 16147 HATTIESBURG MS 39404
LIC-09-22-025440	\$20.00		LIL' TIRE COMPANY PO BOX 1509 PURVIS MS 394750000
LIC-09-22-025441	\$20.00		THE AUTHOR SHOPPE 140 E FRONT ST HATTIESBURG MS 39401

LIC-09-22-025442	\$15.00	THE AUTHOR SHOPPE 140 E FRONT ST HATTIESBURG MS 39401
LIC-09-22-025443	\$20.00	SUPER 8 2 CHURCHILL DRIVE HATTIESBURG MS 39402
LIC-09-22-025444	\$20.00	WIREWORLD ELECTRICAL LLC 53 ROUSE ROAD HATTIESBURG MS 39401-
LIC-09-22-025445	\$20.00	REGINALD SHELBY 116 SHADY OAK RD LAUREL MS 39443
LIC-09-22-025446	\$20.00	F & F CONSTRUCTION INC 3180 CARRIER STREET MEMPHIS TN 38116-
LIC-09-22-025447	\$15.00	ST JAMES WRIGHT V.F.W. 108 MOBILE STREET HATTIESBURG MS 39401
LIC-09-22-025448	\$300.00	ST JAMES WRIGHT V.F.W. 108 MOBILE ST HATTIESBURG MS 39401
LIC-09-22-025449	\$30.00	DON CHUY'S MEXICAN GRILL & BAR 6154 US HWY 49 HATTIESBURG MS 39401
LIC-09-22-025450	\$15.00	DON CHUY'S MEXICAN GRILL & BAR 10 KENDALL CIR PURVIS MS 39475
LIC-09-22-025451	\$30.00	DON CHUY'S MEXICAN GRILL & BAR 6555 US HWY 98 STE 20 HATTIESBURG MS 39402
LIC-09-22-025452	\$15.00	DON CHUY'S MEXICAN GRILL & BAR 6555 US HWY 98 STE 20 HATTIESBURG MS 39402
LIC-09-22-025453	\$30.00	HATTIESBURG PUBLISHING, INC. P O BOX 1110 HATTIESBURG MS 39403
LIC-09-22-025454	\$78.00	JONES LOGISTICS, LLC 6184 HWY 98 W STE 210 HATTIESBURG MS 39402
LIC-09-22-025455	\$150.00	TOYOTA OF HATTIESBURG 6461 US HWY 98 HATTIESBURG MS 39402
LIC-09-22-025456	\$25.00	SOUTHERN INTERIORS 6390 HIGHWAY 98 W HATTIESBURG MS 394020000
LIC-09-22-025457	\$20.00	TIA'S TIENDA LLC 5064 HARDY ST STE 10 HATTIESBURG MS 39402
LIC-09-22-025458	\$15.00	TIA'S TIENDA LLC 5064 HARDY ST STE 10 HATTIESBURG MS 39402
LIC-09-22-025459	\$20.00	NITA & LEROY'S 324 MCINNIS SPRINGS RD HATTIESBURG MS 39401
LIC-09-22-025460	\$15.00	NITA & LEROY'S 540 HOOD RD HATTIESBURG MS 39401

LIC-09-22-025461	\$45.00		NITA & LEROY'S 540 HOOD RD HATTIESBURG MS 39401
LIC-09-22-025462	\$30.00		ADVANCE AMERICA # 2006 3901 HARDY ST STE 20 HATTIESBURG MS 39402
LIC-09-22-025463	\$15.00		AMERICAN LEGION POST #24 298 GREEN STREET HATTIESBURG MS 39401-
LIC-09-22-025464	\$30.00	\$3.60	LADY LUCK TATTOO 6230 HIGHWAY 49 N HATTIESBURG MS 394010000
LIC-09-22-025466	\$15.00		CVS PHARMACY #3124 2507 HARDY STREET HATTIESBURG MS 39402
LIC-09-22-025467	\$20.00	\$3.20	TALON SERVICES GROUP LLC 55 N FOUNDERS WAY HATTIESBURG MS 39401
LIC-09-22-025468	\$45.00		REDBOX AUTOMATED RETAIL LLC 7060 HWY 49 N HATTIESBURG MS 39401-
LIC-09-22-025469	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE STE 800 OAKBROOK TERRACE IL 60181-
LIC-09-22-025470	\$680.00		CVS PHARMACY #5744 3910 HARDY STREET HATTIESBURG MS 39401
LIC-09-22-025471	\$15.00		CVS PHARMACY #5744 3910 HARDY STREET HATTIESBURG MS 39401
LIC-09-22-025472	\$20.00		HARDY FOOD MART 4100 HARDY ST HATTIESBURG MS 39402
LIC-09-22-025473	\$15.00		HARDY FOOD MART 4100 HARDY ST HATTIESBURG MS 39402
LIC-09-22-025474	\$20.00		TRIANGLE SEAFOOD & PO-BOYS 420 HARDY STREET HATTIESBURG MS 39401-
LIC-09-22-025475	\$15.00		TRIANGLE SEAFOOD & PO-BOYS 420 HARDY STREET HATTIESBURG MS 39401-
LIC-09-22-025476	\$20.00		WEST 7TH TEXACO HOP IN 2611 W 7TH ST STE 20 HATTIESBURG MS 39401
LIC-09-22-025477	\$15.00		WEST 7TH TEXACO HOP IN 2611 W 7TH ST STE 20 HATTIESBURG MS 39401
LIC-09-22-025478	\$5.00		WEST 7TH TEXACO HOP IN 2611 W 7TH ST STE 20 HATTIESBURG MS 39401
LIC-09-22-025479	\$20.00		LINCOLN TEXACO FOOD MART 2624 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-09-22-025480	\$15.00		LINCOLN TEXACO FOOD MART 2624 LINCOLN RD STE 20 HATTIESBURG MS 39402

LIC-09-22-025481	\$5.00	LINCOLN TEXACO FOOD MART 2624 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-09-22-025483	\$20.00	AAA MS WHOLESALE 23 E YELLOWSTONE HATTIESBURG MS 39402
LIC-09-22-025484	\$20.00	ZO'S CORNA 124 COOPER ST HATTIESBURG MS 39401
LIC-09-22-025485	\$15.00	ZO'S CORNA 124 COOPER ST HATTIESBURG MS 39401
LIC-10-21-022915	\$30.00	PAIN TREATMENT CENTER 106 ASBURY CIRCLE HATTIESBURG MS 394020000
345	\$30,568.00	\$342.56

Total Collection for September

New Licenses	\$591.00
Renewed Licenses	\$30,568.00
Penalties	\$342.56
Grand Total	\$31,501.56



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, November 8, 2022
Re: Acknowledge receipt of the Privilege Tax License monthly report for October 2022.
File Number: 2022-825
Minute Book #

Summary

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

Recommendation Statement

Recommend acknowledgment of receipt of the Privilege Tax License monthly report for October 2022.

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

PRIVILEGE LICENSE MONTHLY REPORT

10/01/2022 TO 10/31/2022

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-03-22-023801	\$45.00		CRUMBL COOKIES 28 MELODY LN PURVIS MS 39475
LIC-07-22-024674	\$45.00		BOURBON ON FRONT 139 PINE DR HATTIESBURG MS 39401
LIC-07-22-024675	\$15.00		BOURBON ON FRONT 206 W FRONT ST HATTIESBURG MS 39401
LIC-07-22-024735	\$45.00		THE FAWN SPOT 6102 HWY 98 STE 4 HATTIESBURG MS 39402
LIC-08-22-024874	\$45.00		REV 6335 HWY 49 STE 60 HATTIESBURG MS 39401
LIC-08-22-024949	\$45.00		IMPERIAL AUTOMOTIVE 2011 W PINE ST HATTIESBURG MS 39401
LIC-08-22-024955	\$25.00		ISSACHER COMMUNITY DEVELOPMENT 2000 W 4TH ST HATTIESBURG MS 39401
LIC-08-22-024972	\$45.00		TEAM TITLE, LLC 28 MARKET CT STE 60 HATTIESBURG MS 39402
LIC-09-22-025139	\$45.00		DIVA STYLES 14 SISTRUNK LN HATTIESBURG MS 39402
LIC-09-22-025186	\$45.00		LA ESCONDIDA LLC 608 W 7TH ST HATTIESBURG MS 39401
LIC-09-22-025187	\$15.00		LA ESCONDIDA LLC 608 W 7TH ST HATTIESBURG MS 39401
LIC-09-22-025226	\$55.00		CLEARWATER SOLUTION 312 S 25TH AV HATTIESBURG MS 39401
LIC-09-22-025361	\$275.00		KIDS MARKET OF MS, LLC 33 SAINT CHARLES AV HATTIESBURG MS 39402
LIC-09-22-025411	\$45.00		J'S BEAUTY BOUTIQUE 1910 HARDY ST STE F HATTIESBURG MS 39401
LIC-09-22-025412	\$20.00		DEEP SOUTH SECURITY CONSULTING 224 PINEHILLS DR HATTIESBURG MS 39402
LIC-09-22-025421	\$45.00		SHELYT LASH AND BEAUTY 3407 HARDY ST STE 20 HATTIESBURG MS 39402

LIC-10-22-025522	\$45.00	UNVEIL 2405 W 4TH ST HATTIESBURG MS 39401
LIC-10-22-025564	\$30.00	BRUCE DA BARBER 208 N 10TH AV HATTIESBURG MS 39401
LIC-10-22-025643	\$43.33	LOST PIZZA CO. 111 NEEDLE RUSH LN OCEAN SPRING MS 39564
LIC-10-22-025644	\$13.75	LOST PIZZA CO. 5064 HARDY ST STE 20 HATTIESBURG MS 39402
LIC-10-22-025658	\$20.00	THISTLE & ROOTS 1717 ADELINE ST HATTIESBURG MS 39401
LIC-10-22-025720	\$20.00	SEALE REALTY LLC 101 40TH PLACE CIR HATTIESBURG MS 39402

22	\$1,027.08
----	------------

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-10-22-025486	\$20.00		LANDARC CONSULTING GROUP, INC 308 4TH AV HATTIESBURG MS 39401
LIC-10-22-025487	\$440.00		WINN DIXIE #2626 PO BOX 2209 JACKSONVILLE FL 32203
LIC-10-22-025488	\$15.00		WINN DIXIE #2626 PO BOX 2209 JACKSONVILLE FL 32203
LIC-10-22-025489	\$20.00		FLOWERS LAW FIRM 341 N 25TH AVENUE HATTIESBURG MS 39401
LIC-10-22-025490	\$75.00		SHIRLEYS 5266 OLD HWY 11 STE 160 HATTIESBURG 39402
LIC-10-22-025491	\$30.00		RAANES CAPITAL ADVISORS, LLC 22 MILLBRANCH ROAD STE 500 HATTIESBURG MS 39402-
LIC-10-22-025492	\$20.00		JOHNNY DUPREE CONSULTING, LLC P.O. BOX 574 HATTIESBURG MS 39403
LIC-10-22-025493	\$150.00		FAMILY DOLLAR STORES, INC # 30318 500 VOLVO PARKWAY ATTN: TAX & LICENSE CHESAPEAKE VA 23320
LIC-10-22-025494	\$15.00		FAMILY DOLLAR STORES, INC # 30318 500 VOLVO PARKWAY ATTN: TAX & LICENSE CHESAPEAKE VA 23320
LIC-10-22-025495	\$200.00		PINE BELT INDUSTRIAL SUPPLY 1406 CORINNE STREET HATTIESBURG MS 39401-
LIC-10-22-025496	\$30.00		DUFF AMUSEMENT 5194 HWY 49 S HATTIESBURG MS 39401-
LIC-10-22-025497	\$20.00		THAT'S A WRAP, TV/FILM ACTING STUDIO LLC 163 TURTLE CREEK DRIVE STE 110 HATTIESBURG MS 39402-

LIC-10-22-025498	\$20.00	PLATINUM PALACE 6086 HWY 98 STE 7 HATTIESBURG MS 39402
LIC-10-22-025499	\$33.00	RED LION INN & SUITES HATTIESBURG 309 S 16TH AV LAUREL MS 39440
LIC-10-22-025500	\$20.00	RED LION INN & SUITES HATTIESBURG 4301 HARDY ST HATTIESBURG MS 39402
LIC-10-22-025501	\$30.00	TOPHER'S OF H'BURG 3320 HARDY ST HATTIESBURG MS 39401
LIC-10-22-025502	\$15.00	TOPHER'S OF H'BURG 3320 HARDY ST HATTIESBURG MS 39401
LIC-10-22-025503	\$1,680.00	BED BATH & BEYOND #1029 6143 HWY 98 HATTIESBURG MS 39402
LIC-10-22-025504	\$69.00	SPIRE MISSISSIPPI INC 1614 W 4TH ST HATTIESBURG MS 39401
LIC-10-22-025506	\$30.00	SUBWAY #2723399 4904 HARDY STREET HATTIESBURG MS 39403
LIC-10-22-025507	\$30.00	SUBWAY #2723395 25 W CEDAR ST M PENSACOLA FL 32502-
LIC-10-22-025509	\$30.00	DONNELL & COMPANY 301 S 40TH AVENUE HATTIESBURG MS 39402
LIC-10-22-025510	\$105.00	WMH AUTOMOTIVE INC. 1501 W PINE ST HATTIESBURG MS 39401
LIC-10-22-025511	\$20.00	THANK YOU 202 W 4TH STREET HATTIESBURG MS 39401-
LIC-10-22-025512	\$20.00	LUXE NAIL SALON LLC 6414 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-10-22-025513	\$440.00	SHOE CARNIVAL #260 5044 HARDY STREET HATTIESBURG MS 39402
LIC-10-22-025514	\$20.00	CMF REALTY 1820 FULLER ST HATTIESBURG MS 39401
LIC-10-22-025515	\$20.00	MISSISSIPPI MOTORS 1600 W PINE STREET HATTIESBURG MS 39401-
LIC-10-22-025516	\$20.00	TRENDY PERFUMES 1000 TURTLE CREEK DRIVE T-75 HATTIESBURG MS 39402
LIC-10-22-025517	\$20.00	TREASURES 12503 LYNX LANE SUGAR LAND TX 774780000
LIC-10-22-025518	\$20.00	D'OR INTERNATIONAL 1000 TURTLE CREEK DRIVE K-1 HATTIESBURG MS 39402

LIC-10-22-025519	\$20.00		COMMUNITY SELF STORAGE-DOWNTOWN P O BOX 3226 GULFPORT MS 39505-
LIC-10-22-025520	\$63.00		AUTOMOTIVE GLASS SPECIALIST, INC 607 ADELINE STREET HATTIESBURG MS 39401
LIC-10-22-025521	\$250.00		JO-ANN STORE #2491 5555 DARROW RD ATTN: TAX DEPT HUDSON OH 44236
LIC-10-22-025523	\$20.00		MEME'S DAYCARE FOR KIDS LLC 1110 ARLEDGE ST HATTIESBURG MS 39401
LIC-10-22-025525	\$30.00	\$3.30	ANOINTED HOUSE CALLS LLC 610 ADELINE ST HATTIESBURG MS 39401
LIC-10-22-025526	\$20.00		JAMES DILLON, PLUMBING 85 SCENIC DRIVE HATTIESBURG MS 39402
LIC-10-22-025527	\$80.00		MISSISSIPPI TANK COMPANY 3000 W 7TH STREET HATTIESBURG MS 39401
LIC-10-22-025528	\$30.00		SOUTHEAST AVIATION SERVICES, INC. HATTIESBURG MUNICIPAL AIRPORT 14131 HATTIESBURG MS 39401
LIC-10-22-025529	\$72.00		DOLEAC ELECTRIC CO. 1120 FINLO DRIVE HATTIESBURG MS 39402
LIC-10-22-025530	\$60.00		WAFFLE HOUSE #235 6512 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-10-22-025531	\$45.00		WAFFLE HOUSE #682 4406 HARDY ST HATTIESBURG MS 39401
LIC-10-22-025533	\$20.00	\$2.60	STEWARTS CAMERA CENTER 103 THORNHILL DRIVE HATTIESBURG MS 394020000
LIC-10-22-025535	\$20.00		UPPER CUTZ 1203 E HARDY ST HATTIESBURG MS 39401
LIC-10-22-025536	\$20.00		KIMMY'S THRIFT AND CONSIGNMENT 2019 HARDY ST HATTIESBURG MS 39401
LIC-10-22-025537	\$20.00		BUCKOS CLEANERS 6242 HIGHWAY 98 20 HATTIESBURG MS
LIC-10-22-025538	\$105.00		LONGHORN STEAKHOUSE OF HATTIESBURG #5258 4503 HARDY STREET HATTIESBURG MS 39402
LIC-10-22-025539	\$15.00		LONGHORN STEAKHOUSE OF HATTIESBURG #5258 4503 HARDY STREET HATTIESBURG MS 39402
LIC-10-22-025540	\$135.00		OLIVE GARDEN ITALIAN RESTAURANT#1693 4505 HARDY STREET HATTIESBURG MS
LIC-10-22-025541	\$15.00		OLIVE GARDEN ITALIAN RESTAURANT#1693 4505 HARDY STREET HATTIESBURG MS

LIC-10-22-025542	\$20.00	\$2.20	VANESSA'S 116 COLEMAN STREET HATTIESBURG MS 39401-
LIC-10-22-025544	\$50.00		THE FIREPLACE AND STONE CENTER 1505 N MAIN STREET HATTIESBURG MS 394010000
LIC-10-22-025545	\$20.00		ASSOCIATION MANAGEMENT SYSTEMS,INC. 629 N MAIN STREET HATTIESBURG MS 39401-
LIC-10-22-025546	\$20.00		SINCLAIR LUNDY CPA 2200 HARDY ST STE 20 HATTIESBURG MS 39401
LIC-10-22-025547	\$30.00		SOUTHERN SURGERY WOUND CARE 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-10-22-025548	\$25.00		SMOKE SHACK 5297 OLD HWY 11 STE 4 HATTIESBURG MS 39402
LIC-10-22-025549	\$20.00		STRAHAN AUTO SALES 1913 W PINE STREET HATTIESBURG MS 39401-
LIC-10-22-025550	\$150.00		PURPLE PARROT/CRESCENT CITY GRILL PO BOX 17318 HATTIESBURG MS 394047318
LIC-10-22-025551	\$15.00		PURPLE PARROT/CRESCENT CITY GRILL PO BOX 17318 HATTIESBURG MS 394047318
LIC-10-22-025552	\$20.00		ED'S BURGER JOINT 17318 P O BOX HATTIESBURG MS 39402
LIC-10-22-025553	\$15.00		ED'S BURGER JOINT 3800 HARDY ST HATTIESBURG MS 39402
LIC-10-22-025554	\$90.00		ED'S BURGER JOINT 17318 P O BOX HATTIESBURG MS 39402
LIC-10-22-025555	\$72.00		TABELLA 3720 HARDY STREET HATTIESBURG MS 39402-
LIC-10-22-025556	\$15.00		TABELLA 3720 HARDY STREET HATTIESBURG MS 39402-
LIC-10-22-025557	\$20.00		DNT DOWNTOWN NUTRITION 29 BATSON ST HATTIESBURG MS 39401
LIC-10-22-025558	\$90.00		RETINA SPECIALISTS OF MISSISSIPPI, PLLC 109 MILLSAPS DRIVE STE B HATTIESBURG MS 39402-
LIC-10-22-025560	\$150.00		HATTIESBURG COCA COLA BOTTLING CO 201 COCA-COLA AV HATTIESBURG MS 39402
LIC-10-22-025561	\$230.00		HATTIESBURG COCA COLA BOTTLING CO 201 COCA COLA AV HATTIESBURG MS 39402
LIC-10-22-025562	\$20.00		MARCH HCT 805 WEST PINE ST HATTIESBURG MS 39401

LIC-10-22-025563	\$20.00		AIR SPECIALTY OF SOUTH ALABAMA, INC. 4440 MCCRARY RD SEMMES AL 36575
LIC-10-22-025565	\$20.00	\$2.20	J-KUTZ 1707 LINCOLN ROAD STE D & E HATTIESBURG MS 39401-
LIC-10-22-025567	\$33.00		BUFFALO WILD WINGS BAR & GRILL 1024 OLD HWY 471 STE C BRANDON MS 39042
LIC-10-22-025568	\$15.00		BUFFALO WILD WINGS BAR & GRILL 3 CHURCHILL STREET HATTIESBURG MS 39402
LIC-10-22-025569	\$30.00		ROTO ROOTER PLUMBING SERVICE 300 KANSAS LANE MONROE LA 712030000
LIC-10-22-025570	\$30.00		WESTGATE CLEANERS 108 S 37TH AVENUE HATTIESBURG MS 39401-
LIC-10-22-025571	\$20.00		JOHNSON, RATLIFF & WAIDE, PLLC 1300 HARDY STREET HATTIESBURG MS 39401
LIC-10-22-025572	\$51.00		MCARTHUR, SLAY & DEWS, PLLC 1 COMMERCE DRIVE 100 HATTIESBURG MS 39402
LIC-10-22-025573	\$80.00		EXCEL INJECTION MOLDING INC 977 SULLIVAN DRIVE HATTIESBURG MS 394010000
LIC-10-22-025574	\$30.00		JERRY'S AUTOMOTIVE REPAIR, INC. 5101 HIGHWAY 42 BYPASS HATTIESBURG MS 394010000
LIC-10-22-025575	\$10.00		JERRY'S AUTOMOTIVE REPAIR, INC. 5101 HIGHWAY 42 BYPASS HATTIESBURG MS 394010000
LIC-10-22-025576	\$60.00		ROBERTS COMPANY, INC. PO BOX 16569 HATTIESBURG MS 394040000
LIC-10-22-025577	\$20.00		ROBERTS COMPANY INC-WAREHOUSE 700 RONIE STREET HATTIESBURG MS 39401-
LIC-10-22-025578	\$20.00	\$3.20	THE WHITE HOUSE 718 WILLIAMS STREET HATTIESBURG MS
LIC-10-22-025579	\$30.00		La Azul Day Spa 6504 HWY 98 STE 40 HATTIESBURG MS 39402
LIC-10-22-025580	\$30.00		LA MEXICANA 6333 HWY 49 STE 40 HATTIESBURG MS 39401
LIC-10-22-025581	\$15.00		LA MEXICANA 6333 HWY 49 STE 40 HATTIESBURG MS 39401
LIC-10-22-025583	\$20.00		GOLDEN GALORE LUXE BEAUTY BAR 107 FAIRFIELD DR STE 50 HATTIESBURG MS 39402
LIC-10-22-025584	\$150.00		SAVILINX 74 ORIM ST STE 2 UNIT 300 BRUNSWICK ME 04011

LIC-10-22-025585	\$30.00		TURTLE CREEK MALL OFFICE 1000 TURTLE CREEK DRIVE STE 290 HATTIESBURG MS 39402
LIC-10-22-025586	\$20.00		SOUTHERN MISSISSIPPI NEONATOLOGY PA FORREST GENERAL HOSPITAL HATTIESBURG MS 39401
LIC-10-22-025587	\$20.00		CLAIRE'S #6089 1000 TURTLE CREEK DRIVE 50 HATTIESBURG MS 39401-
LIC-10-22-025588	\$30.00		ROCK -N-ROLL SUSHI 3307 HERITAGE CT SARALAND AL 36571
LIC-10-22-025589	\$15.00		ROCK -N-ROLL SUSHI 3307 HERITAGE CT SARALAND AL 36571
LIC-10-22-025590	\$1,360.00		BEST BUY STORES LP #661 4600 HARDY STREET HATTIESBURG MS 39402
LIC-10-22-025591	\$20.00		BETTIE'S ABC ADVANCED CC LLC PO BOX 222 MCLAIN MS 39456
LIC-10-22-025592	\$20.00		MOLLY MAID OF HATTIESBURG 1513 HARDY ST STE A HATTIESBURG MS 39401-
LIC-10-22-025593	\$20.00	\$3.60	SOUTHERN Q-TEEZ 9 WORTHINGTON HATTIESBURG MS 39402-
LIC-10-22-025594	\$20.00	\$2.40	ZOOMERS 9 WORTHINGTON HATTIESBURG MS 39402
LIC-10-22-025595	\$20.00		MIKE ROZIER CONSTRUCTION 10 LAMAR BOULEVARD HATTIESBURG MS 39403
LIC-10-22-025596	\$20.00		EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-10-22-025597	\$15.00		EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-10-22-025598	\$84.00		MOLPUS WOODLANDS GROUP, LLC 178 BONHOMIE RD HATTIESBURG MS 39401
LIC-10-22-025599	\$20.00		DANNY'S GROCERY & DELI 100 HALL AV HATTIESBURG MS 39401
LIC-10-22-025600	\$15.00		DANNY'S GROCERY & DELI 100 HALL AV HATTIESBURG MS 39401
LIC-10-22-025602	\$20.00		BLUSH SALON 127 BUSCHMAN ST STE 40 HATTIESBURG MS 39401
LIC-10-22-025603	\$150.00		MERIT HEALTH WESLEY 5001 HARDY STREET HATTIESBURG MS 39402
LIC-10-22-025604	\$30.00		MSP ENTERPRISES LLC 683 R V LINDLEY ST MOSELLE MS 39459

LIC-10-22-025605	\$20.00		KIM'S NAIL SALON 28 MARKET CT STE 30 HATTIESBURG MS 39402
LIC-10-22-025606	\$30.00	\$4.50	AMERICOLD 25 BONHOMIE ROAD HATTIESBURG MS 39401
LIC-10-22-025607	\$20.00	\$2.20	ELEGANT DESIGNS 1515 FLORIDA AV STE 10 HATTIESBURG MS 39401
LIC-10-22-025608	\$20.00	\$2.20	ELEGANT DESIGNS, LLC 102 N 10TH AV HATTIESBURG MS 39401
LIC-10-22-025609	\$20.00	\$2.20	ONE STOP DISCOUNT TOBACCO & BEER 660 W 4TH STREET HATTIESBURG MS 39401-
LIC-10-22-025610	\$15.00	\$7.50	ONE STOP DISCOUNT TOBACCO & BEER 660 W 4TH STREET HATTIESBURG MS 39401-
LIC-10-22-025611	\$30.00		ADVANCED CARPET & RUG CARE, LLC P.O. BOX 18797 HATTIESBURG MS 39404 877
LIC-10-22-025612	\$40.00		COMMERCIAL STATIONERY COMPANY, INC 723 SCOOPA STREET HATTIESBURG MS 394010000
LIC-10-22-025613	\$33.00		MOVIE STAR RESTAURANT 5213 OLD HIGHWAY 11 HATTIESBURG MS 39402-
LIC-10-22-025614	\$30.00		HATTIESBURG TENNIS, INC. 3800 DARBY RD HATTIESBURG MS 39402
LIC-10-22-025616	\$20.00		MAGIC HANDS MECHANIC 5430 HWY 42 HATTIESBURG MS 39401
LIC-10-22-025617	\$20.00		HERZOG CPA COMPANY, PLLC 12 98 PLACE BOULEVARD HATTIESBURG MS 39402
LIC-10-22-025618	\$30.00		BURSON ENTREKIN ORR MITCHELL & LACEY, PA P O BOX 1289 LAUREL MS 39440
LIC-10-22-025619	\$30.00		FIRST BANK 3301 HARDY STREET HATTIESBURG MS 39403
LIC-10-22-025620	\$20.00		WEST TRAILER PARK P.O. BOX 16087 ATTN: NICK RISK HATTIESBURG MS 394040000
LIC-10-22-025621	\$30.00		SOUTHERN COLONEL HOMES, INC. #2 7390 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-10-22-025622	\$63.00		DOLLAR GENERAL #1039 100 MISSION RIDGE ATTN: TAX GOODLETTSVILLE TN 37072-
LIC-10-22-025623	\$15.00		DOLLAR GENERAL #1039 1909 HARDY STREET HATTIESBURG MS 39401-
LIC-10-22-025624	\$75.00		DOLLAR GENERAL #1717 100 MISSION RIDGE ATTN: TAX GOODLETTSVILLE TN 37072-

LIC-10-22-025625	\$15.00		DOLLAR GENERAL #1717 5021 HWY 42 HATTIESBURG MS 39401-
LIC-10-22-025626	\$63.00		DOLLAR GENERAL #4111 2099 LINCOLN ROAD HATTIESBURG MS 39401
LIC-10-22-025627	\$15.00		DOLLAR GENERAL #4111 100 MISSION RIDGE ATTN: TAX GOODLETTSVILLE TN 37072-
LIC-10-22-025628	\$30.00	\$3.90	HEARTBEATZ ENTERTAINMENT 13 MISTY BROOK LN HATTIESBURG MS 39402
LIC-10-22-025629	\$63.00		DOLLAR GENERAL #8538 7206 US HWY 49 HATTIESBURG MS 39401
LIC-10-22-025630	\$15.00		DOLLAR GENERAL #8538 100 MISSION RIDGE GOODLETTSVILLE TN 37072
LIC-10-22-025631	\$20.00	\$3.80	JAMES TOTAL WELLNESS & SCREENING SOLUTIONS 423 WEATHERSBY RD STE 170 HATTIESBURG MS 39402
LIC-10-22-025632	\$20.00		JOHN'S WASH & FOLD 212 PARK AV HATTIESBURG MS 39401
LIC-10-22-025633	\$150.00		ORTHOPAEDICS & SPORTS MEDICINE REHAB-TATUM PARK 103 MEDICAL PARK HATTIESBURG MS 39401
LIC-10-22-025634	\$78.00		HATTIESBURG CLINIC ARTHRITIS CENTER 104 MILLSAPS DRIVE HATTIESBURG MS 394010000
LIC-10-22-025635	\$50.00		DOLLAR GENERAL STORE #9731 2603 OAK GROVE ROAD STE A HATTIESBURG MS 39402
LIC-10-22-025636	\$15.00		DOLLAR GENERAL STORE #9731 100 MISSION RIDGE ATTN: TAX GOODLETTSVILLE TN 37072-
LIC-10-22-025637	\$63.00		DOLLAR GENERAL #16015 100 MISSION RIDGE GOODLETTSVILLE TN 37072-
LIC-10-22-025638	\$15.00		DOLLAR GENERAL #16015 100 MISSION RIDGE GOODLETTSVILLE TN 37072-
LIC-10-22-025639	\$93.00		DOLLAR GENERAL #17971 100 MISSION RIDGE GOODLETTSVILLE TN 37072
LIC-10-22-025640	\$15.00		DOLLAR GENERAL #17971 100 W. RED ST HATTIESBURG MS 39401
LIC-10-22-025641	\$63.00		DOLLAR GENERAL STORE #18752 1204 EDWARDS ST HATTIESBURG MS 39401
LIC-10-22-025642	\$15.00		DOLLAR GENERAL STORE #18752 1204 EDWARDS ST HATTIESBURG MS 39401
LIC-10-22-025647	\$20.00		NEW LIFE ENTERPRISES,BOOKS & GIFTS 604 LAFAYETTE AVENUE HATTIESBURG MS 39401-

LIC-10-22-025654	\$25.00	\$2.75	HERITAGE FIREARMS INC 1307 AIRPORT RD STE 3A FLOWOOD MS 39232
LIC-10-22-025655	\$100.00	\$11.00	HERITAGE FIREARMS INC 5295 OLD HWY 11 STE 1 HATTIESBURG MS 39402
LIC-10-22-025656	\$20.00	\$2.80	DRUMMER AUTO MOTOR 911 BOUIE ST HATTIESBURG MS 39401
LIC-10-22-025659	\$20.00		IMPERIAL NUTRITION OF HATTIESBURG 6333 HWY 49 STE 10 HATTIESBURG MS 39401
LIC-10-22-025663	\$45.00	\$5.40	SAKALARIOS, BLACKWELL, SIMS & SCHOCK, PLLC PO DRAWER 1858 HATTIESBURG MS 394031858
LIC-10-22-025664	\$20.00		STANDARD OFFICE POWERED BY OEC 5317 OLD HWY 11 STE 15 HATTIESBURG MS 39402
LIC-10-22-025665	\$87.00		WATERS INTERNATIONAL TRUCKS, INC. 80 S & K DR HATTIESBURG MS 39402
LIC-10-22-025666	\$30.00		RAINEY MILLWORKS, LLC 1909 COUNTRY CLUB ROAD HATTIESBURG MS 39401
LIC-10-22-025667	\$20.00		TALBOTS #1160 6156 HIGHWAY 98 W E HATTIESBURG MS 39402
LIC-10-22-025668	\$30.00		HEALTHWORKS, LLC 415 SOUTH 28 AV ATTN:ACCOUNTING HATTIESBURG MS 39401
LIC-10-22-025669	\$30.00	\$3.30	GRILL AND GROCERY 121 E PINE ST HATTIESBURG MS 39401
LIC-10-22-025670	\$15.00	\$7.50	GRILL AND GROCERY 121 E PINE ST HATTIESBURG MS 39401
LIC-10-22-025671	\$54.00		JONES PIPELINE SERVICES, LLC 16 OFFICE PARK DR STE 5 HATTIESBURG MS 39402
LIC-10-22-025672	\$30.00		FRINGE HAIR SALON 6414 HWY 98 STE 20 HATTIESBURG MS 39401
LIC-10-22-025673	\$45.00		TOPHER'S ROCK N ROLL GRILL 5252 OLD HIGHWAY 11 HATTIESBURG MS 39402
LIC-10-22-025674	\$60.00		WHISPERING PINES ALF, LLC 200 WHISPERING PINES BLVD HATTIESBURG MS 39401
LIC-10-22-025675	\$72.00		PRIORITYONE BANK 6276 HWY 98 HATTIESBURG MS 39402
LIC-10-22-025676	\$40.00		SALLY BEAUTY SUPPLY #2859 PO BOX 90220 DENTON TX 762020000
LIC-10-22-025677	\$20.00		FISH WINDOW CLEANING 3702 HARDY ST STE 6 HATTIESBURG MS 39402

LIC-10-22-025678	\$150.00		HATTIESBURG CLINIC P.A. 415 S 28TH AVENUE HATTIESBURG MS 39401
LIC-10-22-025679	\$30.00		DOWNTOWN MEDICAL ASSOCIATES 415 S 28TH AVENUE HATTIESBURG MS 39401-
LIC-10-22-025680	\$30.00		HATTIESBURG CLINIC EMPLOYEE HEALTH & SAFETY #6 MEDICAL BLVD HATTIESBURG MS 39401
LIC-10-22-025681	\$30.00		HATTIESBURG CLINIC PA ALLERGY, ASTHMA AND IMMUNOLOGY 6414 HWY 98 W STE 80 HATTIESBURG MS 39402
LIC-10-22-025683	\$20.00	\$2.20	MARCANE ELECTRONICS 1005 OAKLEIGH ST HATTIESBURG MS 39402
LIC-10-22-025686	\$20.00	\$2.20	KVJ & COMPANY LLC P O BOX 18833 HATTIESBURG MS 39404
LIC-10-22-025687	\$20.00		DANDY DAN'S #511 6417 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-10-22-025688	\$15.00		DANDY DAN'S #511 6417 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-10-22-025689	\$20.00		DANDY DAN'S #512 6080 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-10-22-025690	\$5.00		DANDY DAN'S #512 6080 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-10-22-025691	\$15.00		DANDY DAN'S #512 PO BOX 15397 HATTIESBURG MS 39404-
LIC-10-22-025692	\$20.00		DANDY DAN'S #513 2010 W PINE STREET HATTIESBURG MS 39401
LIC-10-22-025693	\$15.00		DANDY DAN'S #513 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-22-025694	\$20.00		DANDY DAN'S #514 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-22-025695	\$15.00		DANDY DAN'S #514 4041 HIGHWAY 11 HATTIESBURG MS 39401
LIC-10-22-025696	\$5.00		DANDY DAN'S #514 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-22-025697	\$20.00		DANDY DAN'S #515 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-22-025698	\$15.00		DANDY DAN'S #515 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-22-025699	\$5.00		DANDY DAN'S #515 PO BOX 15397 HATTIESBURG MS 394040000

LIC-10-22-025700	\$20.00	DANDY DAN'S #516 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-22-025701	\$15.00	DANDY DAN'S #516 4878 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-10-22-025702	\$5.00	DANDY DAN'S #516 4878 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-10-22-025703	\$20.00	DANDY DAN'S #517 5000 W HARDY STREET HATTIESBURG MS 39403
LIC-10-22-025704	\$15.00	DANDY DAN'S #517 PO BOX 15397 W HATTIESBURG MS 39404
LIC-10-22-025705	\$5.00	DANDY DAN'S #517 5000 W HARDY STREET HATTIESBURG MS 39403
LIC-10-22-025706	\$45.00	DAN'S CAFE 4878 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-10-22-025707	\$20.00	DANDY DAN'S #523 6734 HIGHWAY 49 HATTIESBURG MS 39401
LIC-10-22-025708	\$15.00	DANDY DAN'S #523 PO BOX 15397 HATTIESBURG MS 39404
LIC-10-22-025709	\$5.00	DANDY DAN'S #523 PO BOX 15397 HATTIESBURG MS 39404
LIC-10-22-025710	\$25.00	DANDY DAN'S #526 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-22-025711	\$15.00	DANDY DAN'S #526 2800 LINCOLN ROAD HATTIESBURG MS 39403
LIC-10-22-025712	\$25.00	DANDY DAN'S #527 5296 OLD HIGHWAY 11 STE 6 HATTIESBURG MS 39401
LIC-10-22-025713	\$15.00	DANDY DAN'S #527 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-22-025714	\$20.00	DANDY DAN'S #529 2763 OAK GROVE ROAD STE 40 HATTIESBURG MS 39403
LIC-10-22-025715	\$15.00	DANDY DAN'S #529 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-22-025716	\$20.00	DANDY DAN'S #531 6470 HIGHWAY 98 HATTIESBURG MS 39403
LIC-10-22-025717	\$15.00	DANDY DAN'S #531 PO BOX 15397 HATTIESBURG MS 39404
LIC-10-22-025718	\$5.00	DANDY DAN'S #531 6470 HIGHWAY 98 HATTIESBURG MS 39403

LIC-10-22-025719	\$20.00	BLESSED 715 QUINN STREET HATTIESBURG MS 39401-
LIC-10-22-025723	\$560.00	CAVENDER'S WESTERN OUTFITTER 7820 S BROADWAY TYLER TX 75703
LIC-10-22-025724	\$150.00	MAX HOME LLC 819 CENTRAL AV STE 200 JEFFERSON LA 70121
LIC-10-22-025725	\$33.00	HEART OF HOSPICE LLC 134 COLUMBUS ST CHARLESTON SC 29403
LIC-10-22-025726	\$90.00	REDBOX AUTOMATED RETAIL, LLC ONE TOWER LN 800 OAKBROOK TERRACE IL 601810000
LIC-10-22-025727	\$45.00	REDBOX AUTOMATED RETAIL, LLC 5901 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-10-22-025728	\$45.00	REDBOX AUTOMATED RETAIL, LLC ONE TOWER LN 800 OAKBROOK TERRACE IL 601810000
LIC-10-22-025729	\$90.00	REDBOX AUTOMATED RETAIL, LLC ONE TOWER LN STE 800 OAKBROOK TERRACE IL 60181
LIC-10-22-025730	\$1,680.00	DILLARD'S 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-10-22-025731	\$20.00	THE DANCE PLACE 99 N 25TH AVENUE HATTIESBURG MS 39401-
LIC-10-22-025732	\$20.00	SEASONED WITH LOVE 4010 O'FERRAL ST STE 150 HATTIESBURG MS 39402
LIC-10-22-025733	\$20.00	U-NEEK VENDING PO BOX 215 HATTIESBURG MS 39403
LIC-10-22-025734	\$300.00	REEDS JEWELERS PO BOX 2229 WILMINGTON NC 284020000
LIC-10-22-025735	\$20.00	ELNORA'S GUEST HOUSE 854 ELNORA KNIGHT ROAD HATTIESBURG MS 39401
LIC-10-22-025736	\$30.00	FAMOUS CAJUN GRILL 1000 TURTLE CREEK DRIVE 240 HATTIESBURG MS 394020000
LIC-10-22-025737	\$150.00	CHANNEL CONTROL MERCHANTS, LLC 6892 HWY 49 N HATTIESBURG MS 39401
LIC-10-22-025738	\$20.00	CCM CAPITAL ASSETS LLC PO BOX 711 ATTN: BS LIC HATTIESBURG MS 394030000
LIC-10-22-025739	\$20.00	LIFE CHANGING CENTER DEVELOPMENT 120 BARKLEY ROAD HATTIESBURG MS 39401-
LIC-10-22-025741	\$40.00	PARRIS JEWELERS, LLC 3000 HARDY ST STE 20 HATTIESBURG MS 39401

LIC-10-22-025742	\$90.00		JAY-VAN COMPANY PO BOX 15427 HATTIESBURG MS 394040000
LIC-10-22-025743	\$20.00	\$2.20	THAGARD FENCE COMPANY 2003 MCINNIS LOOP HATTIESBURG MS 39401
LIC-10-22-025744	\$20.00		CURTIS WAITES MOBILE HOME PARK PO BOX 1004 PETAL MS 39465
LIC-10-22-025745	\$30.00		NAILSHOP 1000 TURTLE CREEK DRIVE STE 720 HATTIESBURG MS 39402
LIC-10-22-025747	\$20.00		BENNETT'S LOCK & KEY SHOP 120 EVAN STREET HATTIESBURG MS
LIC-10-22-025748	\$20.00		AVIS 6 SYLVAN WAY ATTN: BUSINESS LICEN PARSIPPANY NJ 07054-
-----	-----	-----	
227	\$14,887.00	\$85.15	

Total Collection for October

New Licenses	\$1,027.08
Renewed Licenses	\$14,887.00
Penalties	\$85.15
Grand Total	\$15,999.23



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, November 8, 2022
Re: Acknowledge Proof of Publications for Hub City Spokes for the month of October 2022.
File Number: 2022-823
Minute Book #

Summary

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

Recommendation Statement

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

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

HUB CITY SPOKES

— A PUBLISHING COMPANY —

NEWSPAPERS | MAGAZINES | DIGITAL

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

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

Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

Month Ending	Invoice #
10/31/2022	100863



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.
11/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
10/6/2022	Legal Notices - Resolution 2022-110	368 words		44.16		44.16
10/6/2022	Proof of Publication Fee			3.00		3.00
10/6/2022	Local Display - Legal Display Budget 2023	359.50 inches		6,471.00		6,471.00
10/6/2022	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 \$6,521.16

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: 368 Published 1 times

Date 1st Published: Oct 6 Amt: 44.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 44.16

Proof of Publication Fee: 3.00

TOTAL: 47.16

(signed) Crystal P. D.
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 6th
day of October, 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 2022-110
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2022-110, duly adopted and approved by the City Council of the City of Hattiesburg on September 6, 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 G/G Insurance Other Services Professional Services:

Original Balance: \$2,527,380; Cumulative Amendments: \$454,000; Amended Budget: \$2,981,380; Adjust budget for Johnson Controls Maintenance Agreement.

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: \$108,816; Amended Budget: \$848,329; Adjust budget for fuel expenditures.

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Police & Fire Training Personnel:

Original Balance: \$41,950; Cumulative Amendments: \$7,710; Amended Budget: \$49,660; Adjust budget for overtime expenditures.

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Health Division Supplies & Expenses:

Original Balance: \$129,700; Cumulative Amendments: \$25,000; Amended Budget: \$154,700; Adjust budget for fuel expenditures.

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 Carroll, seconded by Councilmember Delgado 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 6th day of September, 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 6th day of September, 2022.

ATTEST:

/s/ Kermas Eaton,
City Clerk

APPROVED:

/s/ Toby Barker,
Mayor

Published October 6, 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: 359.50 inches Published 1 times

Date 1st Published: Oct 6 Amt: 6471.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 6471.00

Proof of Publication Fee: 3.00

TOTAL: 6474.00

(signed) *Angela Brown*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 2023
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



consideration at a duly constituted meeting of the Mayor
City Council of the City of Hattiesburg, Mississippi,
September, 2022, the following Resolution:

RESOLUTION 2022-116

**ADOPT THE BUDGET FOR THE CITY OF
MISSISSIPPI FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, are
required by Section 21-35-9 of the Mississippi Code of 1972, to approve and adopt
the budget for the City of Hattiesburg, Mississippi, for the fiscal year beginning
October 1, 2022 and ending September 30, 2023:

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE MAYOR
AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:**

Section 1. That the budget for the fiscal year 2022-2023 for the City of
Hattiesburg be and the same is hereby approved and adopted.

Section 2. That public interest and necessity requiring same, this resolution
shall become effective immediately from and after passage.

The above and foregoing Resolution, after having been first reduced to writing,
was introduced by Council Member Carroll, seconded by Council Member Ware, and
was adopted by the following, to wit:

YEAS: George, Delgado (via teleconference), Carroll, Ware,
Brown (via teleconference)
NAYS: None
ABSENT: None

WHEREUPON the President declared the motion carried and the Resolution
adopted, this the 13th day of September, 2022.

(SEAL:) ATTEST: /s/ Ronda S. Kennedy, Clerk of Council
ADOPT: /s/ Jeffrey George, President

The above and foregoing Resolution, having been submitted and approved by
the Mayor, this the 13th day of September, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor

(1/6) Published October 6, 2022

See attached
add'l sheets

CITY OF HATTESBURG, MISSISSIPPI - A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

GENERAL FUND:	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & REG. CASH:		
Taxes - Other	\$23,500	\$20,951
Licenses & Permits	4,387,020	4,436,022
Inter-governmental Revenues		354,317
Federal Grants	1,956,751	200,447
State Grants	428,528	27,590,864
State-Shared Revenues	26,063,063	2,718
County Shared Revenues	3,000	
Charges for Services:		
Public safety	275,000	189,472
Streets	0	2,198,019
Sanitation	2,325,800	245,026
Miscellaneous	442,800	719,856
Fines & Forfeits	934,000	
Miscellaneous	0	1,198,404
Transfers-In	1,284,000	171,598
Non-Revenue Receipts	473,700	37,385,694
Total From All Sources Other Than Taxation	36,597,162	19,635,974
Beginning Cash and Investment Balance	19,000,000	14,472,933
Reserve for future debt service	19,600,000	0
Amount to be Raised by Tax Levy		19,635,974
TOTAL FROM ALL SOURCES	\$77,197,162	\$71,495,601

EXPENDITURES & ENDING CASH:

General Government:		4,070,138
Personnel	4,877,015	117,289
Supplies & Expenses	202,525	4,159,005
Other services & Charges	6,039,484	24,302
Capital Outlays	50,600	8,369,744
Total - General Government	11,169,624	
Police Dept:		10,657,518
Personnel	12,065,080	

Supplies & Expenses
 Other services & Charges
 Capital Outlays
 Total - Police Dept.

779,060	730,381
1,005,259	837,662
26,282	125,639
13,875,681	12,351,200

Police & Fire Training:
 Personnel
 Supplies & Expenses
 Other services & Charges
 Capital Outlays
 Total - Police & Fire Training

53,630	45,760
101,072	72,765
85,495	56,970
240,197	175,495

Fire Dept:
 Personnel
 Supplies & Expenses
 Other services & Charges
 Capital Outlays
 Total - Fire Dept.

9,727,850	8,584,355
314,200	269,011
338,720	279,720
10,380,770	9,133,086

Land Development Administration:
 Personnel
 Supplies & Expenses
 Other services & Charges
 Capital Outlays
 Total - Land Dev. Admin.

720,830	593,628
31,755	18,996
210,450	195,161
963,035	807,785

Public Safety Contractual Services:
 Personnel
 Supplies & Expenses
 Other services & Charges
 Capital Outlays
 Total - Pub. Safety Cont. Serv.

220,340	221,508
0	1,181,170
949,459	0
1,169,799	1,402,778

Public Services:
 Personnel
 Supplies & Expenses
 Other services & Charges
 Capital Outlays
 Total - Public Services

6,556,710	5,364,488
1,190,120	1,110,890
4,868,712	4,861,710
670,000	515,962
13,285,542	11,843,050

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 #

10/31/2022

100879

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.

11/10/2022

Sales Rep

Tearsheets

H

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
10/13/2022	Legal Notices - 107 Plantation Place	296 words	39.12	35.52		35.52
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - 200 Chesterfield Road	296 words		35.52		35.52
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - 307th 4th Ave	472 words		56.64		56.64
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - 410 Weathersby Road	1812 words		217.44		217.44
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - 2022 Action Plan Draft	455 words		54.60		54.60
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - CON Plan	1600 words		189.00		189.00
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - HPC Fawcett	326 words		0.00		0.00
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - HPC FGH	321 words		38.52		38.52
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - BOA Ace	1334 words		160.08		160.08
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - BOA Chipolte	733 words		87.96		87.96
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - BOA Garner Dental	795 words		95.40		95.40
10/13/2022	Proof of Publication Fee			3.00		3.00
10/13/2022	Legal Notices - HPC Eagle Drive	275 words		33.00		33.00

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

Total

Payments/Credits

Phone #

Fax #

Questions? E-Mail:

(601) 268-2331

601-268-2965

accounting@HubCitySPOKES.com

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

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 296 Published 1 times

Date 1st Published: Oct 13 Amt: 35.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.52

Proof of Publication Fee: 3.00

TOTAL: 38.52

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 - 107 Plantation Place
- ☐ 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 Monday, November 7, 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-01-046.000, PPIN: 14882, 107 Plantation Place Drive, Hattiesburg, MS, and better described as follows: Lot 43, Plan-

tation Place Apartments First Addition, in the City of Hattiesburg, County of Lamar County, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi.

Code Enforcement Division
601-545-4675
Published October 13, 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: 296 Published 1 times

Date 1st Published: Oct 13 Amt: 35.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.52

Proof of Publication Fee: 3.00

TOTAL: 38.52

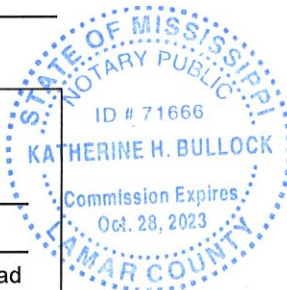
(signed) Natasha McSped
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 - 200 Chesterfield 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: Willie A. Bourne, 200 Chesterfield Road, Hattiesburg, MS 39402; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 7, 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: 056A-13-038.000, PPIN: 8183, 200 Chesterfield Road, Hattiesburg, MS, and better described as follows: Lot Seven (7) of the Kensington Woods Second Addition to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in Plat Book 2, at Page 86 in the office of the Chancery Clerk of Lamar County, Mississippi.

Code Enforcement Division
601-545-4675
Published October 13, 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: 472 Published 1 times

Date 1st Published: Oct 13 Amt: 56.64

Date 2nd Published: _____ Amt: _____

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

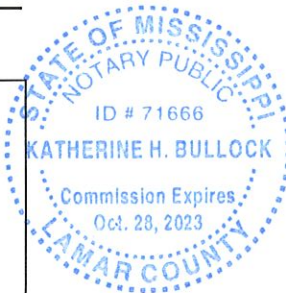
(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 - 307 4th 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: Anthony J. Bell Jr. & Judy Beth Tyler, 307
4th Ave, 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, November 7, 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 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: 2-029N-09-222.00, PPIN: 19384,
307 4th Avenue, Hattiesburg, MS, and better
described as follows: The Northwest Half (NW
½) of Lots Six (6), Seven (7) and Eight (8), in
Block 149 of the Extension of the John Kamper
and Kamper and Whinnery Addition to City of
the Hattiesburg, Forrest County, Mississippi,
and more particularly described as follows, to-
wit: Commence at the point of intersection of
the Northwesterly boundary line of Corinne
Street with the Northeasterly boundary line of
Fourth Avenue and run thence in a North-
westerly direction along the Northeasterly
boundary line of Fourth Avenue of 100 feet to
the Point of Beginning; thence run North-
westerly parallel with Corinne Street for 150
feet; thence run in a Northwesterly direction
at right angles to said last named course for
100 feet to the Southeasterly boundary line of
the alley intersection said Block 149; run
thence in a Southwesterly direction along the
Southeasterly boundary line of said alley for
150 feet to Fourth Avenue; run thence in a
Southeasterly direction along the North-
easterly boundary line of Fourth Avenue for 100
feet to the Point of Beginning, the same being
located in and a part of the Northeast Quarter
of the Southeast Quarter (NE ¼ of SE ¼) of
Section 9, Township 4 North, Range 13 West,
Forrest County, Mississippi; together with all
improvements thereon and appurtenances
thereunto belonging.

Code Enforcement Division
601-545-4675
Published October 13, 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: 1812 Published 1 times

Date 1st Published: Oct 13 Amt: 217.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 217.44

Proof of Publication Fee: 3.00

TOTAL: 220.44

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi;

(signed) Fatherine H. Bullon

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: COH - 410 Weathersby Road
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Forrest General Hospital, Owner, Jeff Cook, Applicant, and Dustin Gatlin, Engineer, for approval by planning commission (conditional use) to expand a non-conforming use of "Parking lot or garage" in OS (Open Space Zoning) District as required by the Hattiesburg Form-Based Code, Section 7.3.B.3, for a certain property located at approximately 205 S 28th Avenue (Parcel 2-028N-07-011.00, 2-028N-07-010.00; PPIN 20796, 20795; Ward 3). Said property being more particularly described as follows, to-wit:

(205 S 28th Avenue - PPIN 20795, Parcel No. 2-028N-07-010.00):

A part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi being more particularly described as follows: Lots 3 and 4, of Block 2, of the MONTE VISTA TERRACE SUBDIVISION, as per the map

of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 7, 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: 051L-11-040.000, PPIN: 13368, 410 Weathersby Road, Hattiesburg, MS, and better described as follows: A part of the North 1/2 of the Northeast 1/4 of Section 11 and part of the North 1/2 of the Northwest 1/4 of Section 12, all in Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as: Beginning at the Northeast Corner of the Northwest 1/4 of said Northwest 1/4 of Section 12, thence run N88°54'58"E along the North line of the said Northwest 1/4 Section 12 for 81.97 feet, thence run S00°10'35"E for 453.57 feet to a Point on the Centerline of Mixon's Creek, thence run S22°26'15"W along the said Centerline of Mixon's Creek for 56.39 feet; thence run N65°54'52"W along the said Centerline of Mixon's creek for 19.99 feet, thence run N18°20'18"W along the said Centerline of Mixon's Creek for 38.30 feet, thence run N63°34'40"W along the said Centerline of Mixon's Creek for 37.95 feet, thence run N88°48'52"W along the said Centerline of Mixon's Creek for 82.00 feet, thence run N02°49'09"E along the said Centerline of Mixon's Creek for 55.15 feet, thence run N08°47'42"W along the said Centerline of Mixon's Creek for 88.07 feet, thence run N85°35'23"W along the said Centerline of Mixon's Creek for 32.20 feet, thence run S34°06'23"W along the said Centerline of Mixon's Creek for 40.04 feet, thence run S65°18'20"W along the said Centerline of Mixon's Creek for 99.85 feet, thence run S47°49'31"W along the said Centerline of Mixon's Creek for 34.08 feet, thence run N58°59'19"W along the said Centerline of Mixon's Creek for 31.10 feet, thence run N11°27'45"W along the said Centerline of

and Flanagan Construction Company and Leslie McInnis Granberry, as Grantees, dated September 4, 2003 and recorded August 13, 2004 in Book 17D at page 197, whereby Grantors assigned an option described in letter dated July 23, 2003 from Asbury Foundation of Hattiesburg, Inc.

Subject to that certain Temporary Sewer Construction Easement from Asbury Foundation, Inc. to the City of Hattiesburg, dated January 20, 2004 and recorded March 30, 2004 in Book 16W at page 495, Book 16W at page 497, and Book 16W at page 499.

Subject to that certain Right-of-Way Easement from Asbury Foundation of Hattiesburg, Inc. to Pearl River Valley Electric Power Association, dated September 18, 2003 and recorded December 12, 2003 in Book 16R at page 280.

Subject to that certain Access Easement and Right of First Refusal granted by Wesley Health System, Inc. to Wesley Health System, LLC, dated September 1, 1997 and recorded August 29, 1997 in Book 12Y at page 366.

Subject to that certain Sanitary and Sewer Easement from Hercules, Incorporated to The City of Hattiesburg, dated May 2, 1980 and filed of record on May 14, 1980 in Book 6-L at Page 363 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Construction Easement from Hercules, Incorporated to The City of Hattiesburg, dated May 2, 1980 and filed of record on May 14, 1980 in Book 6-L at Page 365 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Easement from C.B. McIntosh, Incorporated to Mississippi Power Company, date May 11, 1930 and filed of record on May 20, 1930 in Book AA at Page 469 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Easement from C.B. McIntosh, Incorporated to Mississippi Power Company, date May 11, 1930 and filed of record on May 20, 1930 in Book AA at Page 480 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way Deed and Construction Easement from Thomas L. Price and wife, Jeanette W. Price to the City of Hattiesburg, Forrest and Lamar Counties, Mississippi, dated August 10, 1994 and filed for record on September 22, 1994 in Book 11-H at Page 658-E in the Office of the Chancery Clerk of Lamar County, Mississippi; said Right of Way Deed and Construction Easement has been re-recorded in Book 11-H at Page 658-J in the above mentioned office.

Law Offices of Cynthia A. Re, PLLC
Physical address:
6424 Hwy. 98 W., #50
Mailing address:
6068 Hwy. 98 W., #1-226
Hattiesburg, MS 39402
Telephone: (601) 466-0509
CynthiaReAttorney@gmail.com
Published October 13, 20, 27, 2022

Mixon's Creek for 32.46 feet, thence run N06°47'33"W along the said Centerline of Nixon's Creek for 63.88 feet, thence run N43°26'54"W along the said Centerline of Nixon's Creek for 54.14 feet, thence run N89°21'23"W along the said Centerline of Nixon's Creek for 31.46 feet, thence run S61°05'40"W along the said Centerline of Nixon's Creek for 37.37 feet, thence run N87°17'33"W along the said Centerline of Nixon's Creek for 34.40 feet, thence run S02°37'97"W along the said Centerline of Nixon's Creek for 31.65 feet, thence run S50°21'53"W along the said Centerline of Nixon's Creek for 50.08 feet, thence run S38°16'03"E along the said Centerline of Nixon's Creek for 45.37 feet, thence run S00°12'15"W for 860.78 feet to a Point on the Northern Line of a Mississippi Power Company Easement, thence run N89°06'37"W along the said Northern Line of the said Mississippi Power Company Easement for 1733.33 feet to the Southeast Corner of the Cottages of Turtle Creek Subdivision, thence run N00°46'34"E along the East Line of the said Cottages of Turtle Creek Subdivision for 574.91 feet, thence run N89°13'40"W along the North Line of the said Cottages of Turtle Creek Subdivision for 495.76 feet, thence run S00°46'46"W along the West Line of the said Cottages of Turtle Creek Subdivision for 399.97 feet to a Point on the West Line of the Northeast ¼ of the said Northeast ¼ of Section 11, thence run N89°13'25"W along the said West Line of the Cottages of Turtle Creek Subdivision for 60.02 feet, thence run S01°07'00"E along the said West line of the Cottages of Turtle Creek Subdivision for 329.26 feet to a Point on the South line of the Northwest ¼ of the said Northeast ¼ of Section 11, thence run N89°37'28"W along the said South Line of the Northwest ¼ of the Northeast ¼ of the said Northeast ¼ of the Northeast ¼ of the said Mississippi Power Company Easement, thence run N89°13'51"W along the said Southern Line of the Mississippi Power Company Easement for 196.14 feet to a Point on the Eastern Right of Way Line of Weathersby Road, thence run N28°57'35"E along the said Eastern Right of Way line of Weathersby Road for 104.83 feet to a Found Concrete Monument on the northern Line of the said Mississippi Power Company Easement, thence run N27°07'37"E along the said Eastern Right of Way Line of Weathersby Road for 26.78 feet to a Found Concrete Monument, thence run N27°06'33"E along the said Eastern Right of Way Line of Weathersby Road for 19.99 feet to a Found Concrete Monument, thence run N37°18'55"E along the said Eastern Right of Way Line of Weathersby Road for 100.02 feet to a Found Concrete Monument, thence run N42°55'50"E along the said Eastern Right of Way Line of Weathersby Road for 331.74, thence run N53°01'31"E along the said Eastern Right of Way Line of Weathersby Road for 691.81 feet, thence run N48°41'18"E along the said Eastern Right of Way Line of Weathersby Road for 566.54 feet to a Point on the North Line of the said Northeast ¼ of Section 11, thence run N89°41'55"E along the said North Line of the Northeast ¼ of Section 11 for 1193.36 feet to the Northeast Corner of said Section 11, thence run N89°23'21"E along the said North line of the Northwest ¼ of the Section 12 for 644.41 feet, thence run N88°56'17"E along the said North Line of the Northwest ¼ of Section 12 for 658.23 feet to the Point of Beginning, Comprising 75.06 Acres, more or less.

Subject to those certain Subdivision Regulations from the Lamar County Board of Supervisors.

Subject to that certain Assignment of Option Agreement between MDV, LLC as grantor

Subject to that certain Easement from Thomas L. Price and wife, Jeanette W. Price to Bellsouth Telecommunications, dated August 9, 1994 and filed for record on August 22, 1994 in Book 11-G at Page 394 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Easement Agreement from Thomas L. Price and wife, Jeanette W. Price to CAT Partnership, dated August 23, 1991 and filed for record on August 29, 1991 in Book 9-U at Page 293 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way from Mrs. W. H. Weathersby, by R. E. Weathersby by and through Power of Attorney to Pearl River Valley Electric Power Association, dated July 20, 1988 and filed for record on July 27, 1988 in Book 8-Q at Page 561 in the Office of the Chancery Clerk for Lamar County, Mississippi. This Easement is limited to retiring one pole and guy and installing one pole with guys in two different directions.

Subject to that certain Right of Way Easement from Mrs. W. H. Weathersby to Pearl River Valley Electric Power Association, dated January 7, 1983 and filed for record on January 24, 1983 in Book 7-A at Page 240 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way from Mrs. W. E. Weathersby to Arnold Line Water Association, dated June 7, 1967 and filed for record on June 9, 1967 in Book 4-J at Page 348 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Code Enforcement Division
601-545-4675
Published October 13, 2022

Ph
Oct 13th
Page 2

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 455 Published 1 times

Date 1st Published: Oct 13 Amt: 54.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 54.60

Proof of Publication Fee: 3.00

TOTAL: 57.60

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 Action Plan Draft
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD FOR THE 2022 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME) PROGRAMS AND APPLICABLE INFORMATION

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi has been allocated \$519,024 in Community Development Block Grant (CDBG) funds and \$331,710 in HOME Investment Partnerships (HOME) Program funds from the U.S. Department of Housing and Urban Development for program year 2022. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

The City has drafted a 2022 Action Plan for the allocation of CDBG and HOME funds based on strategies in the 5-year Consolidated Plan and on feedback from previous public comment opportunities. A Public Hearing is scheduled for Tuesday, November 1, 2022, at 5:00 p.m. at the Jackie Dole Sherrill Community Center, 220 W. Front Street, Hattiesburg, MS. Public Comments on the topic will be taken between November 1, 2022 and December 1, 2022.

The City proposes to allocate the 2022 funding in the following manner:

CDBG:

Administration: \$103,805

Housing Programs: \$415,219

HOME:

Administration: \$33,171

CHDO Housing: \$49,757

Housing Rehabilitation: \$278,782

The Draft 2022 Action Plan is available at www.hattiesburgms.com/community-development or at the Community Development Division Office on the First Floor of City Hall, 200 Forrest Street, Hattiesburg, MS. Interested parties may also email cdhg@hattiesburgms.com or call 601-554-1006 to request an emailed copy of the draft document. The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for November 1, 2022. Written comments will additionally be accepted in the Community Development Division now through December 1, 2022. These comments will be taken into consideration in finalizing a 2022 Action Plan, and a summary of any comments accepted will be attached to the final action plan.

Comments related to this NOTICE may be delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401 or mailed to City of Hattiesburg Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403. Comments may also be emailed to cdhg@hattiesburgms.com.

If you have any questions regarding this information, please contact the Department at (601) 554-1006. Anyone requiring special accommodation in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact the Department of Urban Development at (601) 554-1006 or email snewsom@hattiesburgms.com in sufficient advance of meetings to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI
(SEAL)

Toby Barker, Mayor
BY: /s/ Kermas Eaton

CITY CLERK

Published October 13, 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: 1600 Published 1 times
Date 1st Published: Oct 13 Amt: 192.00
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 192.00
Proof of Publication Fee: 3.00
TOTAL: 195.00

(signed) Notasha McNeal
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 - CON Plan
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

REQUEST FOR PROPOSALS CITY OF HATTIESBURG

2023-2027 CONSOLIDATED PLAN AND 2023 ACTION PLAN

The City of Hattiesburg is requesting proposals from qualified and experienced firms or individual consultants to create the 2023-2027 Consolidated Plan to include the 2023 Annual Action Plan. The City of Hattiesburg is a CDBG Entitlement community; a recipient of CDBG and HOME funds.

Project Deliverables

1. 2023-2027 Consolidated Plan

The selected consultant will work with City staff on the development of the 2023-2027 Consolidated pursuant to 24 CFR Part 91 and the IDIS Consolidated Template. The 2023-2027 Consolidated Plan must be submitted to the City of Hattiesburg no later than May 19, 2023. The period of this Consolidated Plan is

January 1, 2023 to December 31, 2027. The Consolidated Plan must meet all federal regulations and follow the HUD guidance for the eCon Planning Suite, including but not limited to 24 CFR Part 91, and HUD CPD Notice 12-009, Consolidated in IDIS Desk Guide, etc.

2. 2023 Annual Action Plan (AAP)

The 2023 AAP is adopted prior to the beginning of each program year and identifies the projects and programs the City plans to fund and implement, in conformance with the Consolidated Plan. Entitlement program funds are appropriated in the AAP to programs and activities that meet the Consolidated Plan goals. There are five AAPs that will be administered under the 2023-2027 Consolidated Plan. The 2023 AAP must be developed in accordance with 24 CFR 91.220 and other HUD requirements and guidance.

Scope of Work

The selected consultant will be responsible for assisting the Community Development Department staff with the development of the 2023-2027 Consolidated Plan and 2023 AAP, including all narratives, data tables, and other plan elements. All project deliverables must be prepared and meet federal regulations and guidance provided by HUD. The planning process shall be led by the consultant, with assistance from City staff and include the following:

1. Data Collection, Research and Analysis

Data collection, research and analysis to understand and communicate the demographic, economic, and housing conditions of the community for each of the project deliverables, as applicable. The consultant must use data from a variety of sources and present it in the tables required by the eCon Planning Suite required by HUD. Additional tabulations and maps needed to assess and present a comprehensive assessment of community needs and market conditions must also be included. When appropriate, comparisons with national and state data that assists in developing the recommended projects and activities in all project deliverables should be included. The consultant should provide a summary of all data used in the various plan deliverables. As part of the project scope, the selected consultant must review and consider the following in the development of the project deliverables:

2. Provide a description of your firm including, name, Unique Entity Identifier, address(es) of the offices of the firm, name of the principal(s) of the firm, contact information of a representative of the firm authorized to discuss the proposal, statement of whether there are any ongoing, pending, or potential legal actions against the firm.

3. Consultant Qualifications:

Background of your firm's direct experience in providing consulting services for HUD plans, including five-year Consolidated Plans, AI, NRSA Plans, and AAPs. Include your experience with HUD's Consolidated Planning tool and eCon Planning Suite within IDIS.

List of principal(s) and other consulting team members, including an organizational chart showing staff involved in the project and their respective assignments. Provide appropriate background information for each person and identify his or her responsibilities.

Provide Resumes of principal(s) and other consulting team members

Provide a detailed list of a minimum of three references including name, email, and telephone number for organizations or businesses for whom you have performed similar work

A breakdown of the percentage of work to be performed by each consultant/sub-consultant team member as part of this contract. Identify any conflict of interest that may arise as a result of this contract

4. Project Approach

Narrative that includes the consultant's understanding of the purpose of the various project deliverables in this RFP

Discussion of previous experience with Consolidated Plans, and AAPs, and other housing analysis efforts and how lessons learned through those projects will be used in this project

Detailed discussion of the items listed in the "Consultant Qualifications" above with elaboration on how the consulting team meets those qualifications

In addition to the public meetings required by HUD, description of proposed elements for public outreach and engagement, including but not limited to stakeholder interviews, focus groups, surveys and other methods for obtaining public input



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: 1600 Published 1 times

Date 1st Published: Oct 13 Amt: 192.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 192.00

Proof of Publication Fee: 3.00

TOTAL: 195.00

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bull

FOR OFFICE USE ONLY:

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



Past and present CDBG plans, including past Consolidated Plans, AAPs, Housing Needs Assessments, and Analysis of Impediments to Fair Housing Choice (AI)

Other City Plans and Projects, including the Comprehensive Plan, Tax Increment Financing (TIF) Plans, Neighborhood and Area Plans

Information on past and current Community Development programs, policies and related materials, including but not limited to residential rehabilitation, purchase assistance, parks projects, etc.

Copies of Zoning, Subdivision and other land use regulations

2. Community Outreach and Public Hearings

The consultant will be required to plan and coordinate all public meetings and public hearings associated with all project deliverables

The consultant will be responsible for conducting meaningful community outreach and engagement, as required by HUD, with stakeholders for all project deliverables, including outreach to and engagement with citizens, city staff members from various departments, the Hattiesburg Housing Authority, nonprofit and other agencies, neighborhood leaders, elected officials, etc.

Regular (weekly, bi-weekly) meetings with City staff expected for the duration of the project

3. Goal Development and Strategic Planning Outcomes

The consultant will be responsible for establishing the strategic vision of the Consolidated Plan and AAP, based on data collection, research, and analysis, and public feedback. Additionally, the consultant will be responsible for developing the following for all project deliverables:

Development and definition of goals to address community needs and gaps

Development and definition of projects and activities to meet the needs of the community

Priorities for the allocation of funding resources

4. Additional Requirements

All deliverables, processes, and planning methods must be developed in accordance with HUD rules and regulations

Consultant will assist with any modifications required by HUD, if the final deliverables are not approved upon initial submission

Consultant must respond to all requests from city staff in a timely manner

Timeline

All project deliverables must be completed and available for public comment no less than 60 days prior to HUD submission deadline. Consultant responsibilities terminate upon plan acceptance and approval by HUD.

City Staff Participation

The City has limited professional staff capacity to support the project and will rely on the consultant's experience to ensure that all necessary components of the project are completed in a timely manner and submitted to HUD by the necessary deadlines.

The City will provide a list and contact information for local nonprofits, other agencies and neighborhood organizations. City staff will assist with room reservations for public meetings.

Proposal Requirements

In order to be considered a complete proposal by the City of Hattiesburg, Urban Development, Community Development Division, the following contents must be included in the proposal:

1. Cover letter on the firm's letterhead highlighting qualifications and experiences, detailing the Consultant's ability to respond to all requirements outlined in the document. Minority, women, or disadvantaged business enterprises are encouraged to apply. Please indicate if your organization is one of these types of businesses.

Specific project task descriptions, associated outcomes/deliverables and corresponding budget

A separate allocation of travel, supplies, and any contingency costs per project task item

Ability to complete the work within the anticipated schedule and budget. All project deliverables must be completed and submitted to HUD

5. Fees

The cost of services is one of the factors that will be considered in awarding this contract. Please provide a detailed breakdown of your proposed fees for this engagement. Provide an estimate for each task described in the scope of work for all project deliverables.

Proposal Evaluation Process/Criteria
A selection committee will be established to review the proposals using the following criteria to evaluate proposals:

The Consultant's project approach and overall understanding of City's needs and HUD requirements for the project deliverables, presented in a comprehensive but straightforward manner - 45%

Experience with HUD's eCon Planning Suite and the requirements for building a Plan in IDIS - 15%

Qualifications of the firm and experience in providing the HUD required project deliverables, as exemplified by past projects - 15%

Experience and qualifications of the principal(s) and other personnel assigned to the project - 10%

Cost of Services - 10%

References - 5%

It is expected that the selected consultant will work within the timeline established in Section 4: Timeline.

Proposal Submission

Three proposals should be sealed and properly labeled as set forth in the information packages and may be hand-delivered or mailed to the City Clerk's Office, City of Hattiesburg, 200 Forrest Street, P.O. Box 1898, Hattiesburg, MS, 39403 and received at the City Hall Clerk's Office no later than November 3, 2022, by 10:00 AM, after which time they will be opened and publicly announced. The Selection Review Committee will then review each proposal and select a qualified firm or individual.

All Proposals should be clearly identified as follows:

NAME OF FIRM OR INDIVIDUAL
PROPOSALS FOR PROFESSIONAL CONSULTANT SERVICES

2023-2027 CONSOLIDATED PLAN / 2023 ANNUAL ACTION PLAN

Contact Information

The full RFP can be accessed at www.hattiesburgms.com/community-development/. All questions should be directed to Petra Wingo, Division Manager for Community Development, (601) 554-1006.

Helpful links: Consolidated Plan Regulations and Federal Register Notices

<https://www.hudexchange.info/programs/consolidated-plan/consolidated-plan-regulations-and-federal-register-notices/>

Consolidated Planning Data Sources

<https://www.hudexchange.info/resource/3179/consolidated-planning-data-sources/>

CITY OF HATTIESBURG, MISSISSIPPI (SEAL)

BY: /s/ Kemas Eaton
CITY CLERK

Toby Barker, Mayor
Published October 13, 2022

2nd Part

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 326 Published 1 times

Date 1st Published: Oct 13 Amt: 39.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.12

Proof of Publication Fee: 3.00

TOTAL: 42.12

(signed) Natasha McSpeed
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 Fawcett
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Newton Fawcett, Owner, as required in the Flood Damage Prevention Ordinance No. 3294, as amended of the City of Hattiesburg, Mississippi, to request a Flood variance per Article 6, Section E, which states that qualifying historic structures may apply for a Flood variance from the requirement to elevate or flood proof the structure, for 102 Walley Street (Parcel No. 2-029K-09-212.00, PPIN 19634, Forrest County, Ward 2). Said property being more particularly described as follows, to-wit:

Lot 6 of Block 10, of and according to the C.J. Miller Second Survey in the City of Hattiesburg, Forrest County, Mississippi, as per the official plat of said Survey 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.

AND ALSO:

That portion of an alley lying immediately North of said Lot 6, shown by said plat as running through said Block 10, from East to West, and more particularly described as follows, to wit:

Beginning at the Northeast corner of said Lot 6, and running thence North along the West line of Walley Street 15 feet; thence West along the South line of Lot 1 in said Block to the Southwest corner of said Lot 1; thence South 15 feet; and thence East

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., November 2nd, 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 6th day of October 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kemas Eaton

CITY CLERK

(SEAL)

Published October 13, 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: 321 Published 1 times

Date 1st Published: Oct 13 Amt: 38.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.52

Proof of Publication Fee: 3.00

TOTAL: 41.52

(signed) Katherine H. Bullock
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 FGH
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Forrest General Hospital, Owner, Jeff Cook, Applicant, and Dustin Gatlin, Engineer, for approval by planning commission (conditional use) to expand a non-conforming use of "Parking lot or garage" in OS (Open Space Zoning) District as required by the Hattiesburg Form-Based Code, Section 7.3.B.3, for a certain property located at approximately 205 S 28th Avenue (Parcel 2-028N-07-011.00, 2-028N-07-010.00; PPIN 20796, 20795; Ward 3). Said property being more particularly described as follows, to-wit:
(205 S 28th Avenue - PPIN 20795, Parcel No. 2-028N-07-010.00):

A part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi being more particularly described as follows: Lots 3 and 4, of Block 2, of the MONTE VISTA TERRACE SUBDIVISION, as per the map

of plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi. (207 S 28th Avenue - PPIN 20796, 2-028N-07-011.00):

A part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi being more particularly described as follows: Lots 5, 6, and 7, of Block 2, of the MONTE VISTA TERRACE SUBDIVISION, as per the map of plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., November 2nd, 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 6th day of October 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kermas Eaton

CITY CLERK

(SEAL)

Published October 13, 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: 1334 Published 1 times

Date 1st Published: Oct 13 Amt: 160.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 160.08

Proof of Publication Fee: 3.00

TOTAL: 163.08

(signed) Natasha McDaniel
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 - BOA Ace
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by University Mall, LLC., owner, and Ron Farris, representative, and Lewis Griffin, architect 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 9.1 feet for a variance of 20.9 feet along South 37th Avenue for a proposed structure and to request a variance from Section 7.9.8.6 which states, "The maximum height of fences and walls shall be four feet above grade when located in a front yard" and instead allow for an six (6) foot fence in the front yard for a variance of two (2) feet for a proposed fence located at 3706 Hardy Street fronting South 37th Avenue (Parcel No. 2-028M-07-074.00; PPIN 26449, Forrest County, Ward 3). Said property being more particularly described as follows, to-wit:

That part of the NW 1/4 of the SW 1/4 of Section 7, T-4-N, R-13-W, Forrest County, Mississippi, more particularly described as follows:

Commencing at the SW Corner of the NW 1/4 of the SW 1/4 of said Section 7, and run East for 672.6 feet; thence North 330 feet; thence East 600 feet; thence N 0° 5' W 803.5 feet; thence West 150 feet; thence North 150 feet to a point on the South R.O.W. line of Hardy Street (Mississippi U.S. Hwy. No. 98); thence West and along the South R.O.W. line of said Hardy Street for 428 feet to and for a P.O.B.; thence S 0° 5' E for 150 feet; thence West and parallel with the South R.O.W. line of Hardy Street for 100 feet; thence N 0° 5' W for 150 feet to a point on the South R.O.W. line of Hardy Street; thence East and along the

South R.O.W. line of Hardy Street for 100 feet to the P.O.B.

AND ALSO:

That part of the NW 1/4 of the SW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as commencing at the Southwest corner of said NW 1/4 of the SW 1/4 and run thence East for a distance of 672.6 feet, run thence North for a distance of 330 feet, run thence East for a distance of 600 feet to the West line of South 37th Avenue, run thence North 0° 05' West and along the West line of South 37th Avenue for a distance of 138.5 feet to and for the point of beginning; from said point of beginning run thence North 0° 05' West and along the West line of South 37th Avenue for a distance of 685 feet, run thence West and parallel with the South line of Hardy Street for a distance of 150 feet, run thence North for a distance of 150 feet to the intersection with the South right-of-way line of Hardy Street (U.S. Highway No. 98); run thence West and along the South line of Hardy Street for a distance of 102.7 feet, run thence South 0° 05' East for a distance of 125 feet, run thence West and parallel with the South line of Hardy Street for a distance of 100 feet, run thence North 0° 05' West for a distance of 125 feet to the South line of Hardy Street, run thence West and along the South line of Hardy Street

for a distance of 57 feet, run thence South 0° 05' East for a distance of 125 feet, run thence West and parallel with the South line of Hardy Street for a distance of 100 feet, run thence North 0° 05' West for a distance of 125 feet to the South line of Hardy Street, run thence West along the South line of Hardy Street for a distance of 115.7 feet to the Northeast Corner of the Bank of Hattiesburg property, run thence South 0° 11' West and along the East boundary lines of the Bank of Hattiesburg property, the Mrs. Lorena R. Smith, et al., property, and the South Mississippi Bank property for a distance of 450.2 feet to the Southeast Corner of the South Mississippi Bank property, run thence North 88° 54' West and along the South line of the South Mississippi Bank property for a distance of 294.6 feet to the East right-of-way line of South 40th Avenue, run thence South 0° 27' East and along the East right-of-way line of South 40th Avenue for a distance of 27 feet, run thence South 88° 54' East for a distance of 294.6 feet, run thence South 0° 11' West for a distance of 34 feet, run thence East and parallel with Hardy Street for a distance of 46 feet to a point being ten feet West of the Northern extension of the Western wall of the building presently leased to and occupied by H.J. Wilson Company, Inc., run thence South 0° 05' East and ten feet West of the Northern extension of the Western wall and ten feet West of the Western wall of said building leased to and occupied by H.J. Wilson Company, Inc., for a distance of 198.4 feet to a

point being ten feet South of the Western extension of the South wall of said building, run thence East and parallel with the South line of Hardy Street and ten feet South of the South wall of said building for a distance of 191.5 feet, run thence South 0° 05' East for a distance of 105 feet, and run thence East and parallel with the South line of Hardy Street for a distance of 730 feet to the point of beginning, and comprising 15.90 acres, more or less.

AND ALSO:

A part of the NW 1/4 of the SW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as commencing at the SW Corner of the said NW 1/4 of SW 1/4 of said Section 7 and run East along the South line of said NW 1/4 of SW 1/4 for 672.6 feet, thence run North for 330 feet, thence run East for 600 feet to the West line of South 37th Avenue, thence run N 0° 05' W along the West line of South 37th Avenue for 803.5 feet, thence run West and parallel with the South line of Hardy Street for 150 feet, thence run North for 150 feet to the intersection with the South ROW line of Hardy Street (U.S. Highway No. 98), thence run West along the South line of Hardy Street for 102.7 feet to and for the Point of Beginning, thence continue West along the South ROW line of Hardy Street for 100 feet, thence run S 00° 05' E for 125 feet, thence run East and parallel with the South ROW line of Hardy Street for 100 feet, thence run N 00° 05' W for 125 feet to the Point of Beginning, and comprising 0.29 acres, more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., November 2nd, 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 6th day of October 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)
Published October 13, 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: 733 Published 1 times

Date 1st Published: Oct 13 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) Natasha M. Reed
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 - BOA Chipotle
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by William Krosp, Engineer, and SDP MS Hattiesburg I, LLC. (Joe Pegram), Applicant as required in the Land Development Code, Ord. No. 3209, to request a variance from section 5.4.36.4, which states: "no part of the active use area of a drive through restaurant, including the drive through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use, and instead allow for a distance of 47 feet for a variance of 253 feet for a proposed development at 3606 Hardy Street (Parcel No. 2-028M-07-065.00; PPIN 26473, Forrest Co., Ward 3). Said property being more particularly described as follows, to-wit:

A part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW 1/4) of Section 7, Township 4 North, Range 13 West, more particularly described as beginning at the Southeast Intersection of Hardy Street and South 37th Avenue, and from thence run South on the East margin of 37th Avenue for a distance of 410 feet, and from thence run East 185 feet, and from thence run South 210 feet, and from thence run East 110 feet, and from thence run North 620 feet to the South boundary of Hardy Street and from thence run on the South margin of Hardy Street for a distance of 290 feet to the point of the beginning.

Also described as a combination of the following two parcels:

Parcel 1: Commence at the 1/2" rebar at the Southeast Intersection of the South right-of-way line of Hardy Street with the East right-of-way line of 37th Avenue, Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi for the point of beginning and run S88°53'43" W for 144.89 feet to the 1/2" rebar; Thence run S00°15'08" E for 250.00 feet to a 1/2" rebar; Thence run N88°53'43" W for 144.89 feet to a 1/2" rebar and back to the aforementioned East right-of-way line of 37th Avenue; Thence run N00°15'08" W along said East right-of-way line for 250.00 feet back to the point of the beginning. Said parcel of land is part of the NW 1/4 of the NE 1/4 of the SW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County Mississippi and contains .831 acres, more or less.

Parcel 2: Commence at 1/2" rebar at the Southeast Intersection of the South right-of-way line of Hardy Street with the East right-of-way line of 37th Avenue, Section 7,

Township 4 North, Range 13 West, Forrest County, Mississippi and run S88°53'43" along South right-of-way line for 144.89 feet to a 1/2" rebar and the point of beginning. From the point of beginning continue S88°53'43" E along said South right-of-way for 150.00 feet to a 1/2" rebar and the Northwest corner of the Martin H Baker & John N Faust property as recorded in Deed Book 578, Page 32; Thence run S00°08'22" W along the West line of said Property for 157.00 feet to a cotton spindle in asphalt at the Southwest corner of said property; Thence continue S00°08'22" W for 465.87 feet to a 1/2" rebar at the North right-of-way line of Essex paved public street; Thence run N89°58'00" W along said North right-of-way for 110.12 feet to a 1/2" rebar; Thence run N00°24'34" W for 210.00 feet to a 1/2" rebar and back to the aforementioned East right-of-way line for 165.79 feet to a Mag nail in concrete; Thence run S88°53'43" for 144.89 feet to a 1/2" rebar; Thence run N00°15'08" W for 250.00 feet back to the point of beginning. Said parcel of land is part of the NW 1/4 of the NE 1/4 of the SW 1/4 Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi and contains 2.499 acres, more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., November 2nd, 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 6th day of October 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton

CITY CLERK
(SEAL)

Published October 13, 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: 795 Published 1 times

Date 1st Published: Oct 13 Amt: 95.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 95.40

Proof of Publication Fee: 3.00

TOTAL: 98.40

(signed) Patasha McGehee
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of October, 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 - BOA Garner Dental
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Marc Broome, Engineer, and Garner Property and Development, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 6, Table 6.1 "Minimum Front Setback" for B-3, "30 feet", and instead allow a setback of 22 feet for a variance of 8 feet along Hardy for a proposed building to be located at approximately 3104 Hardy Street (Parcel No. 2-028N-07-094.00, 2-028N-07-095.00, 2-028N-07-096.01, 2-028N-07-096.00, and 2-028N-07-093.00; PPIN 26488, 26490, 44474, 26489, and 26491, Forrest Co., Ward 3). Said property being more particularly described as follows, to-wit:

A part of the Northwest ¼ of the Southeast ¼ of Section 7, Township 4 North, Range 13 West, all in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using the Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997232 and a convergence angle of (minus) -0 degrees 15 minutes 41.64 seconds at the Southeast corner of Lot 9 of the Carrollton Subdivision as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and commencing at a ½ inch round iron pin representing said Southeast lot corner and having a Grid value of N 663,336.65 feet and E 827,140.86 feet on said East Zone Grid; thence run North 00 degrees 05 minutes 37 seconds West along the East line of said Lot 9 for 20.21 feet to a ¾ inch crimp top pin; thence run North 00 degrees 10 minutes 46 seconds East along said East lot line and its Northerly extension for 287.68 feet to a ½ inch rebar representing the Point of Beginning and having a Grid Value of N 663,644.53 feet and E 827,141.73 feet on said East Zone Grid; thence run North 88 degrees 51 minutes 22 seconds West for 174.74 feet to a ½ inch rebar representing a point on the Northerly extension of the West line of said Lot 9; thence run North 00 degrees 05 minutes 19 seconds East along said West lot line extension for 40.00 feet to a ½ inch rebar representing a point on the Boundary Line between the Hattiesburg Land Code B-3 and R-1A Zoning Areas as per City Ordinance No. 2655 and filed for record in Book K, Page 439 thereof on file in the office of the City Clerk of the City of Hattiesburg, said Point having a Grid value of N 663,688.02 feet and E 826,967.09 feet on said East Zone Grid; thence run North 88 degrees 51 minutes 24 second West along said Zoning Boundary Line for 149.94 feet to a ½ inch rebar representing a Point on the Northerly extension of the West line of Lot 1 of said Carrollton Subdivision; thence run North 00 degrees 08 minutes 11 seconds East along said West lot line extension for 100.00 feet to a ¾ inch round iron pin at a

fence corner; thence run North 00 degrees 13 minutes 27 seconds East for 198.24 feet to a ¾ inch crimp top pin representing a point on the Southern right of way line of Hardy Street, a public roadway also known as State Route No. 198, said point having a Grid value of N 663,989.25 feet and E 826,818.20 feet on said East Zone Grid; thence run South 88 degrees 39 minutes 44 seconds East along said Southern right of way line for 160.08 feet to a ½ inch round iron pin; thence run South 88 degrees 40 minutes 52 seconds East along said Southern right of way line for 165.01 feet to a ¾ round iron pin; thence run South 00 degrees 17 minutes 45 seconds West for 204.86 feet to a ¾ inch crimp top pin representing a point on said Northerly extension of the East line of Lot 9; thence run South 00 degrees 10 minutes 46 seconds West along said Northerly extension of the East lot line for 132.32 feet back to the Point of Beginning; comprising 2.38 acres (103,592 square feet), more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., November 2nd, 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 6th day of October 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kemas Eaton
CITY CLERK
(SEAL)
Published October 13, 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: 274 Published 1 times

Date 1st Published: Oct 13 Amt: 32.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.88

Proof of Publication Fee: 3.00

TOTAL: 35.88

(signed) Notasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13 th
day of October, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Robert Owen, Owner, and Heather Dickerson, Representative, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Eagle Drive to "Newhaven Drive" (Eagle Drive is a dead-end street connecting only to N 38th Ave), Ward 1, Forrest County). Said property being more particularly described as follows, to-wit:

Request to rename the platted portion of Eagle Drive to Newhaven Drive in the Eagle Nest Subdivision that adjoins Lots 1 through 7 along the North right-of-way of said street and lots 30 through 36 along the South right of way of said street inclusive of the remaining portion of Eagle Drive running East of Lots 36 and lot 1 to North 38th Avenue as platted on the recorded filed plat of Eagle Nest Subdivision. That platted portion of Eagle Drive adjoining Lots 8,9,10 and Lots 27,28,29 was vacated by City Ordinance 2700 filed and recorded at the Forrest County Chancery Clerks Office 9/8/1999 in Book 824 Pages 385-386.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., November 2nd, 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 6th day of October 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kemas Eaton

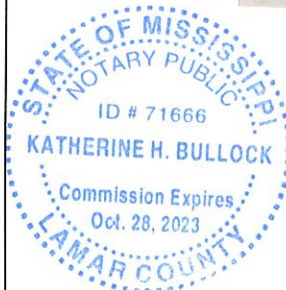
CITY CLERK

(SEAL)

Published October 13, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - HPC Eagle Drive
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____





Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 8, 2022

Re: Acknowledge receipt of the 2021-2022 Expenditure report for the South Mississippi Art Association.
File Number: 2022-832
Minute Book #

Summary

Recommendation Statement

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

South Mississippi Art Association City of Hattiesburg Grant Report October 1, 2021 through September 30, 2022						
Transaction Date	Check #	Description		Receipts	Expenditures	
					Artist Contract Labor	Equipment Repair & Maintenance
10/15/21	5059	Ben Watts	Teacher pay Oct 1 through Oct 15, 2021		500.00	
10/30/21	5060	Ben Watts	Teacher pay Oct 16 through Oct 31, 2021		500.00	
11/15/21	5061	Ben Watts	Teacher pay Nov 1 through Nov 15, 2021		500.00	
11/30/21	5062	Ben Watts	Teacher pay Nov 16 through Nov 30, 2021		500.00	
12/15/21	5063	Ben Watts	Teacher pay Dec 1 through Dec 15, 2021		500.00	
12/20/21		City of Hattiesburg	Grant for 2021-2022	13,000.00		
12/31/21	5065	Ben Watts	Teacher pay Dec 16 through Dec 31, 2021		500.00	
1/15/22	5066	Ben Watts	Teacher pay Jan 1 through Jan 15, 2022		500.00	
1/31/22	5067	Ben Watts	Teacher pay Jan 16 through Jan 31, 2022		500.00	
2/15/22	5068	Ben Watts	Teacher Pay Feb 1 through Feb 15, 2022		500.00	
2/28/22	5069	Ben Watts	Teacher Pay Feb 16 through Feb 28, 2022		500.00	
3/15/22	5070	Ben Watts	Teacher pay Mar 1 through mar 15, 2022		500.00	
3/31/22	5071	Ben Watts	Teacher pay Mar 16 through Mar 31, 2022		500.00	
4/15/22	5072	Ben Watts	Teacher pay Apr 1 through Apr 15, 2022		500.00	
4/30/22	5073	Ben Watts	Teacher pay Apr 16 through Apr 30, 2022		500.00	
5/15/22	5074	Ben Watts	Teacher pay May 1 through May 15, 2022		500.00	
5/31/22	5075	Ben Watts	Teacher pay May 16 through May 31, 2022		500.00	
6/15/22	5076	Ben Watts	Teacher pay June 1 through June 15, 2022		500.00	
6/30/22	5077	Ben Watts	Teacher pay June 16 through June 30, 2022		500.00	
7/15/22	5078	Ben Watts	Teacher July 1 through 15		500.00	
7/31/21	5079	Ben Watts	Teacher July 16 through 31		500.00	
8/15/22	5080	Ben Watts	Teacher August 1 through 15		500.00	
8/31/22	5081	Ben Watts	Teacher August 16 through August 31		500.00	
9/15/22	5082	Ben Watts	Teacher September 1 through September 15, 2022		500.00	
9/30/22	5083	Ben Watts	Teacher September 16 through September 30		500.00	
9/30/22	Transfer		Kiln repairs and maintenance fund			1,000.00
Totals Received/ Expended to Date				\$ 13,000.00	\$ 12,000.00	\$ 1,000.00



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, November 8, 2022
Re: Acknowledge Receipt of the Two Quote Docket.
File Number: 2022-831
Minute Book #

Summary

Acknowledge Receipt of the Two Quote Docket for the period of September 23, 2022 through October 27, 2022 as provided for in 31-7-13 (b) of the Mississippi Code.

Recommendation Statement

Attached is the unadvertised bid docket for the period of September 23, 2022 through October 27, 2022 covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

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

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

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
NOREGON SYSTEMS LLC	2300246	\$ 7,372.00	DIAGNOSTIC LAPTOP TOO MECH SOFTWARE
DIESEL LAPTOPS LLC		\$ 9,838.65	
JANI-KING OF SOUTHEAST MS	2300340	\$ 17,031.04	JANTORIAL CLEANING SERVICES
AB SUPPORT SERVICES		\$ 18,180.00	
OMNI CLEANING SERCIES LLC		\$ 22,100.00	
CLEARVIEW AI	2300370	\$ 12,495.00	FACIAL RECOGNITION
PROJECT NOLA		\$ 16,800.00	
DEEP SOUTH TRUCKING	2300405	\$ 25,010.00	2004 FORD F650 FOR WATER/SEWER
CALIFORNIA AUTO SALES		\$ 29,995.00	

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2300246

ITEM: DIAGNOSTIC LAPTOP TOOL MECH SOFT WARE

BID #1

WINNING BID

COMPANY NOREGON SYSTEMS LLC

BID

AMOUNT \$7,372.00

BID #2

COMPANY DIESEL LAPTOPS LLC

BID

AMOUNT \$9,838.65

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 9998
NON APPLICABLE

Vendor 49343
NOREGON SYSTEMS LLC
7009 ALBERT PICK ROAD
GREENSBORO, NC 27409-9654

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02300246**
Purchase Order Date **10/18/2022**
Department **HATTIESBURG FIRE DEPARTMENT**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
336-232-0802	MBOYD@NOREGON.COM	49343	94	Danny Wade	

NOTES

HFD TWO-QUOTE DIAGNOSTIC LAPTOP TOOL MECH SOFTWARE

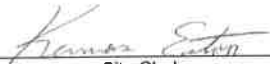
PLEASE SEND INVOICE TO DWADE@HATTIESBURGMS.COM AND JWALLACE@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	JPRO PROFESSIONAL WITH FAULT GUIDANCE AND NEXTSTEP REPAIR DIAGNOSTIC TOOLBOX-LTE. ITEM # 264425-LTE. QUOTE # 29058 GL #: 005160 - 735500	1.0000	EACH	\$7,372.0000	\$7,372.00

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

Total Ext. Price \$7,372.00

Purchase Order Total \$7,372.00


City Clerk

10/10/22, 3:24 PM

Quote_29058_1665429660683.html



Noregon Systems, LLC
7009 Albert Pick Rd
Greensboro NC 27409
United States

Quote

Quote #: 29058
Date: 10/10/2022

Disclaimer: Shipping cost is an estimate, rate may change. Subscription price valid for initial year. All prices are in USD.

of

Bill To:

Hattiesburg Fire Department
(601) 545-6678
1410 West Pine Street
Hattiesburg, MS 39401
United States

Ship To:

Hattiesburg Fire Department
(601) 545-6678
1410 West Pine Street
Hattiesburg, MS 39401
United States

Expires

11/9/2022

Sales Rep

Mark Boyd

Qty	Item	Description	License Key(s)	Unit Price	Amount
1	264425-LTE	JPRO Professional with Fault Guidance and NextStep Repair Diagnostic Toolbox-LTE			\$7,372.00
Subtotal					\$7,372.00
Shipping					\$0.00
Sales Tax Total					\$0.00
Total					\$7,372.00

Notes

Thanks for the opportunity. I look forward to working with you. Call me at 601-383-5680 with any questions.





Diesel Laptops LLC
Diesel Laptops
7440 Broad River Rd
Irmo SC 29063
United States

Quote
#QUO2378
10/18/2022

TOTAL

\$9,838.65

Expires: 11/17/2022

Bill To

Hattiesburg Fire Department
Hattiesburg MS 39403
United States

Ship To

Hattiesburg Fire Department
Hattiesburg MS 39403
United States

Expires
11/17/2022

Exp. Close
10/18/2022

Sales Rep
Connor Hamm

Shipping Method
UPS® Ground

Memo

Quantity	Item	Options	Rate	Amount
1	JALTEST-TRUCK-LAPTOP Jaltest Truck Kit w/CF31		\$9,195.00	\$9,195.00
1	29053 Cojali License - Software 12-Month Use (Truck)			
1	29300 Cojali License - Software Seat/Activation (Truck)			
1	70001043 Jaltest Link Kit - Includes: Adapter, JDC211A, USB, JDC217.9, JDC213.9			
1	CF31-MK1-PRD Panasonic CF31			
1	DL-CASE-BLK Diesel Laptops Tough Case - Black			
1	Hardware Allocation Item			

Subtotal \$9,195.00

Tax Total (%) \$643.65

Discount Total

Shipping Cost \$0.00

Total \$9,838.65



QUO2378

Wade, Danny

From: Wade, Danny
Sent: Tuesday, October 18, 2022 1:32 PM
To: chamm@diesellaptops.com
Cc: Morgan, Jimmy
Subject: Diagnostic Laptop Tool

Good Afternoon Connor,

The Hattiesburg Fire Department is requesting a quote from Diesel Laptops on your heavy and medium duty truck diagnostic laptop tool. Please respond to this email by 5:00pm Tuesday 10/25/2022. When replying with quote, please "Reply All" so all parties receive the information.

Thank You for your help.

Assistant Chief Danny Wade

Hattiesburg Fire Department

Office: 601-582-3311

Cell: 601-270-4541

dwade@hattiesburgms.com



Wade, Danny

From: Wade, Danny
Sent: Tuesday, October 18, 2022 1:29 PM
To: mboyd@noregon.com
Cc: Morgan, Jimmy
Subject: Diagnostic Laptop Tool

Good Afternoon Mark,

The Hattiesburg Fire Department is requesting a quote from JPRO on your heavy and medium duty truck diagnostic laptop tool. Please respond to this email by 5:00pm Tuesday 10/25/2022. When replying with quote, please "Reply All" so all parties receive the information.

Thank You for your help.

Assistant Chief Danny Wade

Hattiesburg Fire Department

Office: 601-582-3311

Cell: 601-270-4541

dwade@hattiesburgms.com



CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2300340

ITEM: JANITORIAL CLEANING SERVICES

BID #1

WINNING BID

COMPANY JANI-KING OF SOUTH EAST MISSISSIPPI

BID

AMOUNT \$17,031.04

BID #2

COMPANY AB SUPPORT SERVICES

BID

AMOUNT \$18,180.00

BID #3

COMPANY OMNI CLEANING SERVICES LLC

BID

AMOUNT \$22,100.00

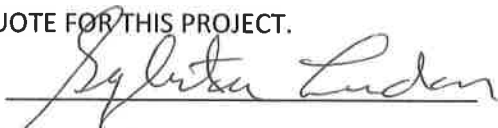
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

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

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02300340**
Purchase Order Date **10/25/2022**
Department **PURCHASING**

FID 64-6000432

Vendor 47011
ENMON ENTERPRISES LLC
122 WEST PINE ST
PONCHATOULA, LA 70454-3309

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	CMERCANTE@JANIKINGCR.COM	47011	2300705	Sylvester London	

NOTES

TWO QUOTE - JANITORIAL CLEANING SERVICE
PLEASE EMAIL INVOICE TO SLONDON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	HATTIESBURG GROUNDS MAINTENANCE GL #: 002300 - 687000	1.0000	EACH	\$6,255.6000	\$6,255.60
2	HATTIESBURG EMPLOYEE HEALTH CLINIC GL #: 001095 - 602701	1.0000	EACH	\$4,983.6800	\$4,983.68
3	HATTIESBURG WATER PLANT GL #: 009673 - 687000	1.0000	EACH	\$5,791.7600	\$5,791.76

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

City Clerk

Total Ext. Price \$17,031.04
Purchase Order Total **\$17,031.04**

SPECIFICATIONS

BUILDING	ADDRESS	DAYS X 52
Hattiesburg Grounds Maintenance Akria Lewis (601) 545-4667	139 Parkway Blvd	2 X per week X 52 \$ <u>6,255.60</u>
Hattiesburg Employee Health Clinic Sherri Boney (601) 545-1712	2101 W 4 th Street	2 X per week X 52 \$ <u>4,983.68</u>
Hattiesburg Water Plant Rob Waggoner (601) 545-4630	900 James Street	2 X per week X 52 \$ <u>5,791.76</u>
Total		<u>\$17,031.04</u>

Contractor shall visit each site before bidding and confirm conditions, measurements and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of a minimum \$500,000 and workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

Personnel working for contractors will be deemed employees of contractor and will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor and equipment to clean and maintain each building. The City will furnish toilet tissue, paper towels, trash liners and hand soap. The city will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to ensure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The terms of this agreement shall be for **One Year**.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the City or Contractor.



PRICING SCHEDULE*

CITY OF HATTIESBURG – GROUNDS, EMPLOYEE HEALTH, WATER PLANT
2101 West 4Th Street
Hattiesburg, MS 39402

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

Bid Delivery: 10/24/2022
Price Expires 6 months after delivery

See bid sheet provided.

TOTAL \$17,028 TOTAL ANNUAL


Chance Mercante
10/24/2022

*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.

CITY OF HATTIESBURG

PURCHASING DEPARTMENT

FAX COVER SHEET

DATE: October 18, 2022

NUMBER OF PAGES INCLUDING FAX COVER: 3

TO: JANI-KING OF SOUTH EAST MISSISSIPPI

PHONE: (601) 579-4984

EMAIL: THEHRY@JANIKINGGCR.COM

CMERCANTE @JANIKINGGCR.COM

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

DO NOT HESITATE TO CALL Kermas Eaton at 601-545-4502 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

SYLVESTER LONDON
DIVISION MANAGER
601-545-4512

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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

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

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

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

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

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

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
October 24, 3022.**

CONTACT PERSON: Sylvester London 601-545-4512

AB Support Services
5891 US Hwy 49
STE 60 Box 122
Hattiesburg, Ms 39402

PRINTED NAME: AB Support Services

SIGNATURE: Malcolm Clark

DATE AND DELIVERY DATE: 10/21/2022

PROJECT LINE: JANITORIAL SERVICES FOR 3 DEPARTMENTS

ADDRESS	QUANTITY	COST PER YR	PRICE EXPIRATION
HATTIESBURG GROUNDS MAINTENANCE 139 PARKWAY BLVD	2 x per week X 52	\$6,600.00	12/31/2022
HATTIESBURG EMPLOYEE HEALTH CLINIC 2101 W 4 th STREET	2 x per week X 52	\$6,000.00	12/31/2022
HATTIESBURG WATER PLANT 900 JAMES STREET	2 x per week X 52	\$5,580.00	12/31/2022
TOTAL BID PRICE		\$18,180.00	

CITY OF HATTIESBURG

PURCHASING DEPARTMENT

FAX COVER SHEET

DATE: October 18, 2022

NUMBER OF PAGES INCLUDING FAX COVER: 3

TO: AB SUPPORT SERVICES

PHONE: (601) 329-0086

EMAIL: MALCOLMCLARK@ABSUPPORTSERVICES.COM

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

DO NOT HESITATE TO CALL Kermas Eaton at 601-545-4502 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

SYLVESTER LONDON
DIVISION MANAGER
601-545-4512

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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

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

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

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

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

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

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
October 24, 2022.**

CONTACT PERSON: **Sylvester London** **601-545-4512**

SPECIFICATIONS

BUILDING	ADDRESS	DAYS X 52
Hattiesburg Grounds Maintenance Akria Lewis (601) 545-4667	139 Parkway Blvd	2 X per week X 52 \$ _____
Hattiesburg Employee Health Clinic Sherri Boney (601) 545-1712	2101 W 4 th Street	2 X per week X 52 \$ _____
Hattiesburg Water Plant Rob Waggoner (601) 545-4630	900 James Street	2 X per week X 52 \$ _____
Total -----		

Contractor shall visit each site before bidding and confirm conditions, measurements and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of a minimum \$500,000 and workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

Personnel working for contractors will be deemed employees of contractor and will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor and equipment to clean and maintain each building. The City will furnish toilet tissue, paper towels, trash liners and hand soap. The city will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to ensure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The terms of this agreement shall be for **One Year**.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the City or Contractor.

SPECIFICATIONS

BUILDING

ADDRESS

DAYS X 52

2 x per week X 52 \$7,800.00

Hattiesburg Grounds Maintenance 139 Parkway Blvd Akria Lewis (601)
545-4667

2 x per week X 52 \$6,500.00

Hattiesburg Employee Health Clinic 2101 W 4th Street Sherri
Boney (601) 545 1712

900 James Street

2 x per week X 52 \$7,800.00

Hattiesburg Water Plant Rob Waggoner (601) 545-4630

Total -- 22,100.00

Contractor shall visit each site before bidding and confirm conditions,
measurements and needs to clean and maintain each building

Contractor shall provide proof of liability insurance in the amount of a minimum
\$500,000 and workers compensation insurance. Contractor will comply with
current OSHA regulations pertaining to all work performed at City buildings
Contractor shall provide background check on all employees participating in City
Hall contract

Personnel working for contractors will be deemed employees of contractor and
will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor and equipment to clean and maintain each building. The City will furnish toilet tissue, paper towels, trash liners and hand soap. The city will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to ensure each building is properly and consistently cleaned and restocked in all areas

Contractor shall observe the same holidays observed by the City

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The terms of this agreement shall be for **One Year**.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the City or Contractor.

**CITY OF
HATTIESBURG**

**PURCHASING
DEPARTMENT**

**FAX COVER
SHEET**

DATE: October
18, 2022

NUMBER OF PAGES INCLUDING
FAX COVER: 3

TO OMNI CLEANING
SERVICES LLC

PHONE: (601)
447-0404

EMAIL:
MORGANTRACEY43@GMAIL.C
OM

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

DO NOT HESITATE TO CALL Kermas Eaton at 601-545 4502 IF YOU HAVE ANY QUESTIONS.

THANK
YOU,

SYLVESTER
LONDON DIVISION
MANAGER 601-
545-4512

INSTRUCTIONS FOR CITY OF
HATTIESBURG 2-QUOTE

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

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

**BIDS MAY BE MAILED
TO:**

City of Hattiesburg Purchasing Division **PO Box**
1898 Hattiesburg, MS
39403-1898

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

545 6661

or EMAILED TO
TWOQUOTE@HATTIESBURGMS.C
OM

or EMAILED TO
(SLONDON@HATTIESBURGMS.CO
M)

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

Your assistance with our bid process will be
most appreciated.

PURCHASING
DEPARTMENT CITY OF
HATTIESBURG

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

October 24,
3022.

CONTACT
PERSON

Sylvester
London 601-
545-4512

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2300370

ITEM: FACIAL RECOGNITION

BID #1

WINNING BID

COMPANY CLEARVIEW AL, INC

BID

AMOUNT \$12,495.00

BID #2

COMPANY PROJECCT NOLA

BID

AMOUNT \$16,800.00

BID #3

COMPANY _____

BID

AMOUNT _____

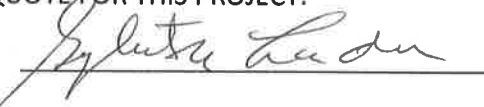
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Vendor 48943
CLEARVIEW AI, INC
99 WALL STREET # 5730
NEW YORK, NY 10005-4301

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02300370**
Purchase Order Date **10/26/2022**
Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
940-279-3252	AMELIA.QUAN@CLEARVIEW.AI	48943	144	Sylvester London	

NOTES

TWO QUOTE - FACIAL RECOGNITION-HPD

PLEASE EMAIL INVOICE TO DMJACKSON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	ANALYTIC FACIAL RECOGNITION SEARCHES GL #: 001100 - 604900	1.0000	EACH	\$12,495.0000	\$12,495.00

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

City Clerk

Total Ext. Price \$12,495.00
Purchase Order Total **\$12,495.00**

YEAR	DESCRIPTION	ANNUAL PRICE
Year 1	Unlimited Authorized Users within your agency	\$12,495
Year 2	Unlimited Authorized Users within your agency (90-day written notification to cancel is required if year 2 is not funded)	\$12,495
Year 3	Unlimited Authorized Users within your agency (90-day written notification to cancel is required if year 2 is not funded)	\$12,495

☒ I consent to the Clearview AI Terms of Service and User Code of Conduct

<https://www.clearview.ai/terms-of-service>

This order form ("Order Form"), including any exhibits attached hereto, is an agreement entered into as of the later of the two signatures by and between Clearview AI, Inc. ("Clearview"), a Delaware corporation, and the entity listed above as customer ("Customer" or "You"), and is subject to and incorporates by reference the Clearview Terms of Service (located at <https://www.clearview.ai/terms-of-service>) ("Terms"). Notwithstanding the foregoing, You understand and agree that the Terms are effective on You and Your Users commencing on the earlier date that (a) You first start using the Services, whether it be via a free trial or a paid subscription, or (b) payment is remitted by You pursuant to this Order Form. By signing this Order Form, You agree that Your access and use of the Clearview Services and Products are governed by the Terms, provided that if You and Clearview execute a separate written agreement modifying the Terms, then the terms of that separate written agreement shall prevail only to the extent it conflicts with the Terms. Customer's access to the Services and Products may be suspended unless and until payment is received by Clearview. Customer understands and agrees that use and access to the Services and Products is limited to individuals who are employed by or under the legal direction of the Customer and is either (i) a law enforcement professional, or (ii) authorized to perform investigative tasks on behalf of the Customer. In no event shall Clearview's aggregate liability arising under the Order Form exceed the amount paid by You to Clearview, if any, in the past year for the Services giving rise to the claim.

CVAI W9 v 10.21.21 PDF (4 pages, appended below)

170958C40798D5307825F13AF4B2A560B00800730607F1B32496E853DA218

Customer Information:

CUSTOMER BILLING INFORMATION

Contact Name

Destiny McGinty

E-Mail Address

dmjackson@hattiesburgms.com

ADMINISTRATOR INFORMATION

The Administrator is responsible for monitoring, managing, and overseeing the activities of the agency and its users.

Full Name

Daniel Miller

Job Title

Captain

E-Mail Address

dmiller@hattiesburgms.com



Clearview AI Unique Attributes/Sole Source (2022)

Clearview AI acts as a search engine of publicly available images. Clearview AI locates this data from across the Internet and generates matches through its proprietary image-search technology. To the best of our knowledge, Clearview AI is the sole provider of the following combination of functionalities, features and services.

Unique attributes of Clearview AI's services include:

- Analytic facial recognition searches of publicly available facial online imagery for the purposes of supporting the investigative process for public safety.
- Associating facial recognition search imagery to websites, domains and urls in the furtherance of the investigative process for public safety.
- System oversight, auditing and reporting features, which meet or exceed policy compliance standards and recommendations.
- A unified platform of identity management allowing for customized gallery enrollments, public online imagery access and a facial recognition capability in a single interface.

Clearview AI's first algorithm submission to NIST's latest Face Recognition Vendor Test ("FRVT") in October 2021 ranked No. 1 in the U.S. for its performance in matching VISA Photos (99.81 percent), MUGSHOT Photos (99.76 percent), VISABORDER photos (99.7 percent) and BORDER Photos (99.42 percent), and ranked in top five worldwide in all of these categories out of 650 algorithms. In the most difficult category of facial recognition tests – "WILD Photos" – Clearview AI's algorithm ranked No. 1 in the U.S. and No. 2 worldwide. In another key test that evaluates demographic accuracy, Clearview AI's algorithm consistently achieved greater than 99 percent accuracy across all demographics.

Clearview AI has also been awarded a U.S. patent for its platform's unique facial recognition capability. The "Methods for Providing Information About a Person Based on Facial Recognition" patent, U.S. Patent No. 11,250,266, issued by the U.S. Patent and Trademark Office (USPTO) issued February 15, 2022, is the first of its kind for a facial recognition company and was awarded to Clearview AI for its ability to gather publicly available information from the open internet (social media sites, mugshots, news sites and more) and then accurately match similar photos using its proprietary facial recognition algorithm.

The above statement is made in good faith, with due diligence and a current assessment of the market.

Clearview AI Purchase Order Form for:

Hattiesburg Police Department

SUBSCRIPTION TERMS

Clearview AI, Inc. shall provide a license to use its technology as follows:

- Customer:** Hattiesburg Police Department
- Product:** Clearview Search and optionally, Clearview Mobile
- # of Users:** Unlimited Law Enforcement Authorized Users at Hattiesburg Police Department "96 sworn officers"
- Duration:** 36 months of price protection
- Term of Service:**
- **For first-time Customers:** 36 months from signing date
 - **For renewal Customers:** 36 months from Renewal Date (one day after expiration of previous service term)
- Includes:**
- Unlimited Searches
 - Installation, systems integration, configuration
 - Online Training Sessions
 - Premium Help Desk Support: Phone Support, Email Support, Remote Access Support & IT Support
 - An assigned Customer Success Manager throughout the life of the contract
 - Annual search engine maintenance and system upgrades
 - Annual Maintenance Plan with patch and emergency fixes
 - Annual Software Upgrades including major and minor software version releases
 - If applicable, in order to access the Clearview Products via mobile electronic devices, Clearview will cooperate with Customer in the application processes to obtain the necessary technology licenses for such access. The costs associated with such licenses shall be at the sole cost of the Customer.

PRICING INFORMATION

Quote is valid for 14 days. Payment terms are Net-30. Late payments are subject to a late fee.

Project NOLA

INVOICE

Date: 10/13/2022 **Order#:** 1406

Order Comments:

Quote requested by Lt. Neal T. Rockhold, to possibly add Facial Recognition to new and existing crime cameras.

Bill To: (Customer ID#1776)

Hattiesburg Police Department
Captain Eric Proulx
200 Forrest St.
Hattisburg, MS 39401
United States
601-606-5174
eproulx@hattiesburgms.com

Ship To:

Hattiesburg Police Department
Captain Eric Proulx
200 Forrest St.
Hattisburg, MS 39401
United States
601-606-5174

Payment Method:

Check by Mail

Shipping Method:

In-store Pickup

Code	Description	Qty	Price	Total
ADD-FACIAL-REC-1YR	Add Powerful yet Socially Responsible Facial Recognition to a Project NOLA Crime Camera to help Track Dangerous Criminals and Locate Wanted Felons in Real-Time for a period of 1 year	48	\$350.00	\$16,800.00

Subtotal: \$16,800.00

Tax: \$0.00

Shipping & Handling: \$0.00

Grand Total: \$16,800.00

We greatly appreciate the opportunity to help make your community an even safer place to live, work and visit! As a kind reminder, any cameras provided via this document are on LOAN by Project NOLA and MUST promptly be returned should the individual or organization listed on this invoice decide to discontinue participation with within 5 years of receiving the loaned equipment.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2300405

ITEM: 2004 FORD F650 FOR WATER/SEWER

BID #1

WINNING BID

COMPANY DEEP SOUTH TRUCKING

BID

AMOUNT \$25,010.00

BID #2

COMPANY CALIFORNIA AUTO SALES

BID

AMOUNT \$29,995.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1011
900 James St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02300405**

Purchase Order Date **10/27/2022**

Department **WATER PLANT DIVISION**

FID 64-6000432

Vendor 2641
DEEP SOUTH TRUCK & EQUIP SALES INC
PO BOX 261
SEMINARY, MS 39479-0261

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
---------------------	--------------	---------------	--------------------	------------	--------------------

	deepsouthtrkeq@bellsouth.net	2641	2300742	Rob Waggoner	
--	--	------	---------	--------------	--

NOTES

TWO QUOTE: 2004 FORD F650 FOR WATER/SEWER DEPT.

Please send invoices to rwaggoner@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2004 FORD F650 -- VIN# 3FRWF65G24V676886 GL #: 009673 - 739900	1.0000	EACH	\$25,010.0000	\$25,010.00

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


City Clerk

Total Ext. Price \$25,010.00

Purchase Order Total \$25,010.00

DEEP SOUTH TRUCK & EQUIPMENT SALES, INC

Po Box 261 // 2342 Hwy 49N

Seminary, MS 39479 // 601-722-3240

deepsouthtrkeq@bellsouth.net

TRUCK QUOTE

October 25, 2022

City of Hattiesburg
Purchasing Division
Po Box 1898
Hattiesburg, MS 39403

Quoted Units:

2004 Ford F650

VIN: 3FRWF65G24V676886

Cummins ISB 5.9L diesel

Allison automatic transmission

Odometer reading: 54,115 miles

Single axle rear suspension

Air brakes

22.5" tires

Aluminum front wheels

*Delivery included in price within 5 days after issue of PO

*Quoted price valid for 10 days

Quoted Price: \$25,000.00

Sales Tax: \$EXEMPT

Title Fee: \$10.00

NET TOTAL QUOTE: \$25,010.00

John Sullivan, Mgr



INVOICE

Date: 10/21/2022
Invoice

California Auto Sales
1065 Hagood Circle
Marietta, Ga 30062
404-642-4520
Fax 770-218-1535
Isaac Gruner
Isaac@GaEliteTrucks.com

Bill to:
City of Hattiesburg

Salesperson	Stock	Shipping Method	Delivery Date	Payment Terms	Due Date
Isaac Gruner			11/15/2022		12/15/2022

Qty	Item #	Description	Unit Price	Line Total
1		2005 International 4300, Cab Chassis truck, Auto Transmission, DT466 Diesel, 76k Miles, White VIN# 1HTMMAANX5H108210		\$29,995.00

Subtotal	\$29,995.00
Taxes, Dealer and Title fee	\$0.00
Total	\$29,995.00

Make all wire transfers Payable to:
California Auto Sales,
Bank of America,
Routing: 026009593
Acct: 003268687417

Make all checks payable to California Auto Sales

Thank you for your business!



10-21-2022

CITY OF HATTIESBURG

Water DEPARTMENT

COVER SHEET

DATE: Oct. 21, '22

TO: Georgia Elite Trucks

PHONE: 855-532-7214

EMAIL: isaac@gaelite.trucks.com

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

DO NOT HESITATE TO CALL Alan AT 601-408-
0586 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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

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

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

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

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

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

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

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

Tuesday, Oct. 25th

CONTACT PERSON(S):

Alan

601-408-0586

Rob

Or 601-545-4630

SPECIFICATIONS:

HEAVY DUTY TRUCK CAB/CHASSIS

***2004 MODEL OR NEWER**

***DIESEL ENGINE (CUMMINS,CATERPILLAR,INTERNATIONAL)**

***AUTOMATIC TRANSMISSION (ALLISON)**

***AIR BRAKES**

***SINGLE REAR AXLE**


11/21/22

CITY OF HATTIESBURG

***Water* DEPARTMENT**

COVER SHEET

DATE: Oct. 21, '2022

TO: Deep South Truck & Equip.

PHONE: 601-722-3240

EMAIL: deep south truck eq @ bellsouth.net

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

DO NOT HESITATE TO CALL Alan AT 601-408-
0586 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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

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

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

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

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

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

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

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

Tuesday, Oct. 25th

CONTACT PERSON(S):

Alan

601-408-0586

Rob

Or 601-545-4630

SPECIFICATIONS:

HEAVY DUTY TRUCK CAB/CHASSIS

***2004 MODEL OR NEWER**

***DIESEL ENGINE (CUMMINS,CATERPILLAR,INTERNATIONAL)**

***AUTOMATIC TRANSMISSION (ALLISON)**

***AIR BRAKES**

***SINGLE REAR AXLE**


11/21/22



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, November 8, 2022
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
File Number: 2022-822
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 issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum

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

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

PAID 10/24/22 PW

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
October 20, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 605 PHOENIX CIRCLE HATTIESBURG, MS. 39401		14,995.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: 14,995.00

KR

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

RECEIVED
10/24/22

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
October 20, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 1308 COUNTRY CLUB ROAD HATTIESBURG, MS. 39401		\$14,875.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: 14,875.00

KSC

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

RECEIVED
10/24/22
@

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
October 20, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 1310 COUNTRY CLUB ROAD HATTIESBURG, MS. 39401		\$14,995.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: 14,995.00

KJK

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: November 8, 2022

The following request for payment is being submitted for approval during the City Council's November 8, 2022 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 1308 Country Club Road
Amount Requested: \$14,875.00
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 605 Phoenix Circle
Amount Requested: \$14,995.00
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 1310 Country Club Road
Amount Requested: \$14,995.00
Purpose of Request: Reimbursement

Recipient:	Starter Homes of Mississippi
Activity:	Emergency Roof Repair
Program:	CDBG
Project Site:	1218 Deason Avenue
Amount Requested:	\$14,995.00
Purpose of Request:	Reimbursement

Recipient:	Starter Homes of Mississippi
Activity:	Emergency Roof Repair
Program:	CDBG
Project Site:	104 Lynnox Circle
Amount Requested:	\$14,875.00
Purpose of Request:	Reimbursement

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

10/28/22 @

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
October 28, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 104 LYNNOX CIRCLE HATTIESBURG, MS. 39401		\$14,875.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: 14,875.00

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

PAID
10/20/22
AN

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
October 28, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 1218 DEASON AVENUE HATTIESBURG, MS. 39401		\$14,995.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: 14,995.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 8, 2022

Re: Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.
File Number: 2022-835
Minute Book #

Summary

Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

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

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase I.dwg, 12/28/2022 3:13:19 PM

DETAILED INDEX

SHEET No.	WRK No.	DESCRIPTION
1	CVR	COVER SHEET
2	VM	VICINITY MAP
3	KEY1	LEGEND, ABBREVIATIONS & SHEET KEY
4	GN1	GENERAL NOTES
5	GN2	GENERAL NOTES
6	PSM1	PROJECT SCOPE MAP
7	PSM2	SEWER SYSTEM MAP
8	PSM3	WATER SYSTEM MAP
9	PnP1	NORTH HUTCHINSON AVENUE STA 10+00 - STA 16+60
10	PnP2	HIGH STREET STA 9+00 - STA 15+60
11	PnP3	HIGH STREET STA 14+00 - STA 20+60
12	PnP4	HIGH STREET STA 19+00 - STA 25+60
13	PnP5	HIGH STREET DRAIN STA 1+00 - STA 4+20
14	PnP6	NORTH 17TH AVENUE STA 9+80 - STA 16+40
15	PnP7	NORTH 17TH AVENUE STA 16+00 - STA 20+00
16	WPin1	NORTH 17TH AVENUE - WATER PLAN
17	WPin2	LURTY AVENUE - WATER PLAN
18	WPin3	HIGH STREET - WATER PLAN
19	WPin4	HIGH STREET & NORTH HUTCHINSON AVENUE - WATER PLAN
20	SSD1	SEWER INSTALLATION DETAILS
21	SSD2	SEWER INSTALLATION DETAILS
22	ABN1	SEWER ABANDONMENT DETAILS
23	WTRD1	WATER INSTALLATION DETAILS
24	WTRD2	WATER INSTALLATION DETAILS
25	TWD1	TRACER WIRE DETAILS
26	PRD1	PAVEMENT REPAIR DETAILS
27	PvPin1	PAVING & MARKING PLAN
28	PvPin2	PAVING & MARKING PLAN
29	PvPin3	PAVING & MARKING PLAN
30	VS1	VEGETATION SCHEDULE
6101	ECD-1	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
6102	ECD-2	DETAILS OF SEDIMENT BARRIER APPLICATIONS
6103	ECD-3	DETAILS OF SILT FENCE INSTALLATION
6104	ECD-4	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
6106	ECD-6	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
6111	ECD-11	TYPICAL APPLICATIONS AND DETAILS FOR INLET CONSTRUCTION
6113	ECD-13	INLET PROTECTION DETAILS OF WATTLES
6115	ECD-15	INLET PROTECTION DETAILS OF SANDBAGS
6123	DT-1	DETAILS OF TYPICAL DITCH TREATMENTS
6351	TCP-1	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
6358	TCP-8	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
6501	PI-1	PIPE CULVERT INSTALLATION
6502	PI-2	FLEXIBLE PIPE CULVERT INSTALLATION
6503	PC-1	CONCRETE PIPE COLLAR
6506	JB-2	JUNCTION BOX TYPE 2 FOR TRAFFIC LOAD

CONSTRUCTION PLANS

FOR

HATTIESBURG HIGH AREA
INFRASTRUCTURE
IMPROVEMENTS
PHASE I

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI



Know what's below.
Call before you dig.

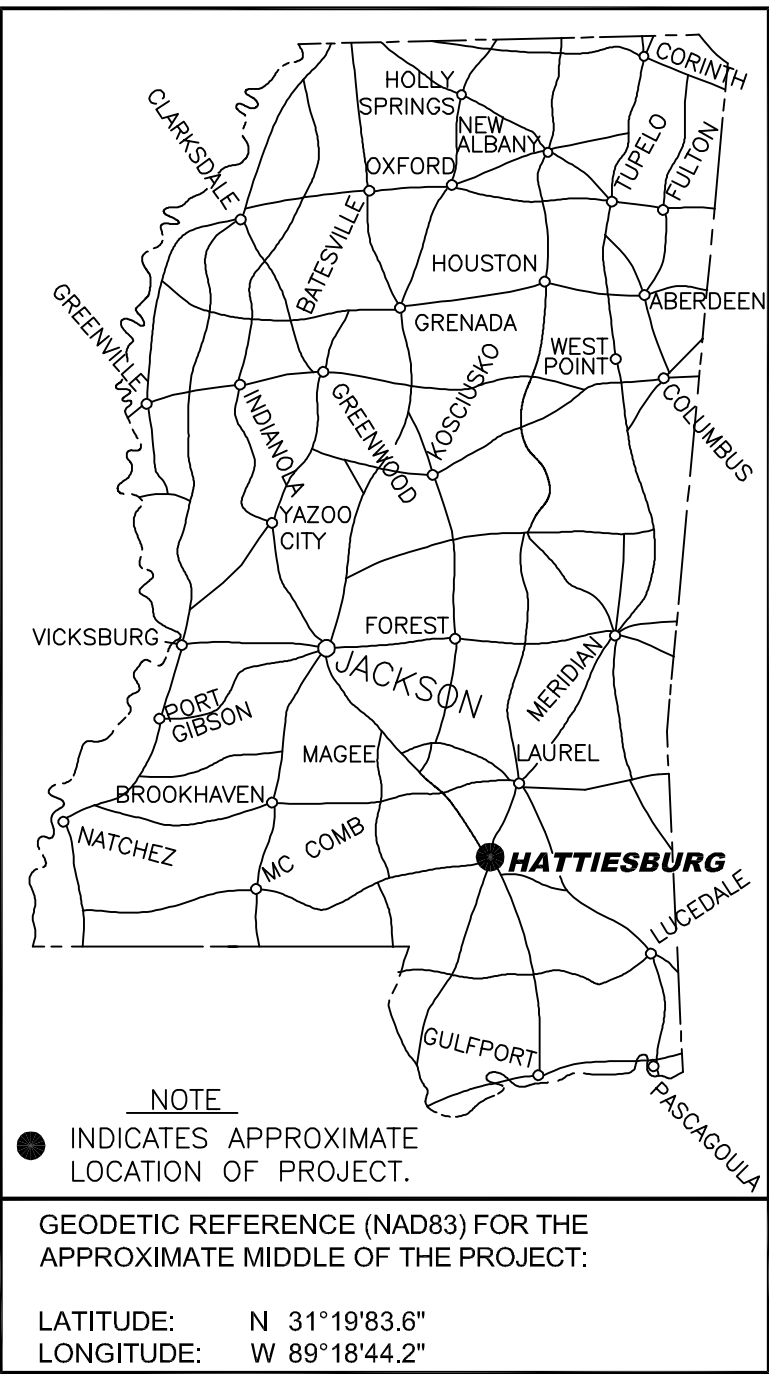
SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
22040609480740	NORTH HUTCHINSON AVENUE
22021811100692	NORTH 17th AVENUE
22021811090686	HIGH STREET
22050316552363	SOUTH 17TH AVENUE

NOVEMBER 2022

1	10/25/22	REMOVED CIPP SEWER	SLS
NO.	DATE	DESCRIPTION	BY



PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

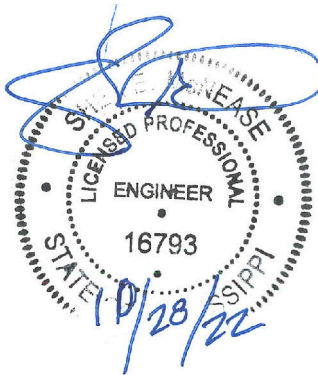
TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

GAS
SPIRE INC.
315 MAIN STREET
HATTIESBURG, MS 39401
(601) 544-6001

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

POWER
MISSISSIPPI POWER, CO
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511



MAYOR

Toby Barker

COUNCIL PERSONS

Jeffrey George, President
Dave Ware, Vice President
Deborah Denard Delgado
Carter Carroll
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

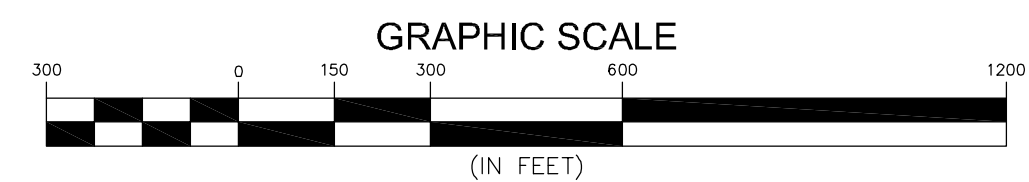
PREPARED BY:



Engineering Progress

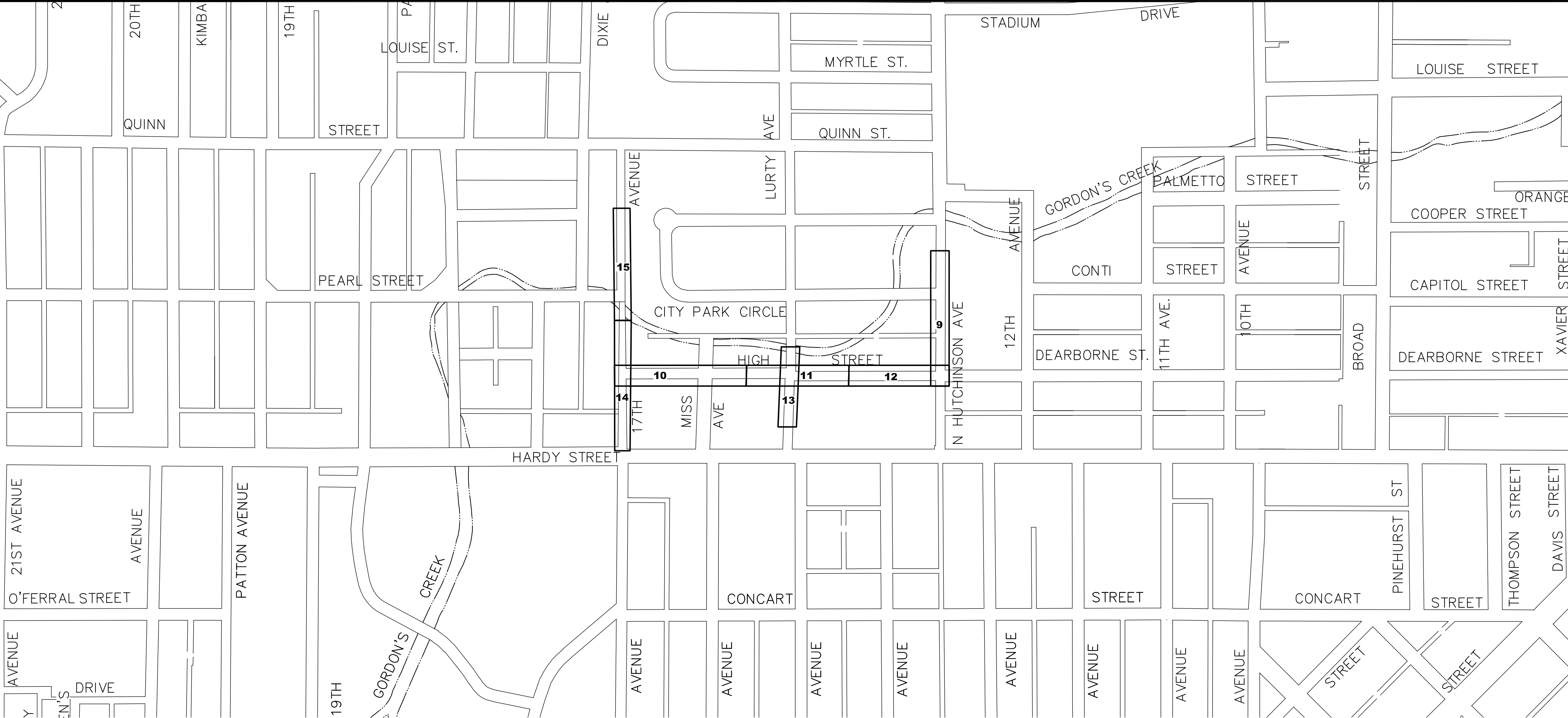
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Working No. CVR
Sheet No. 1
Drawing No.: 12230

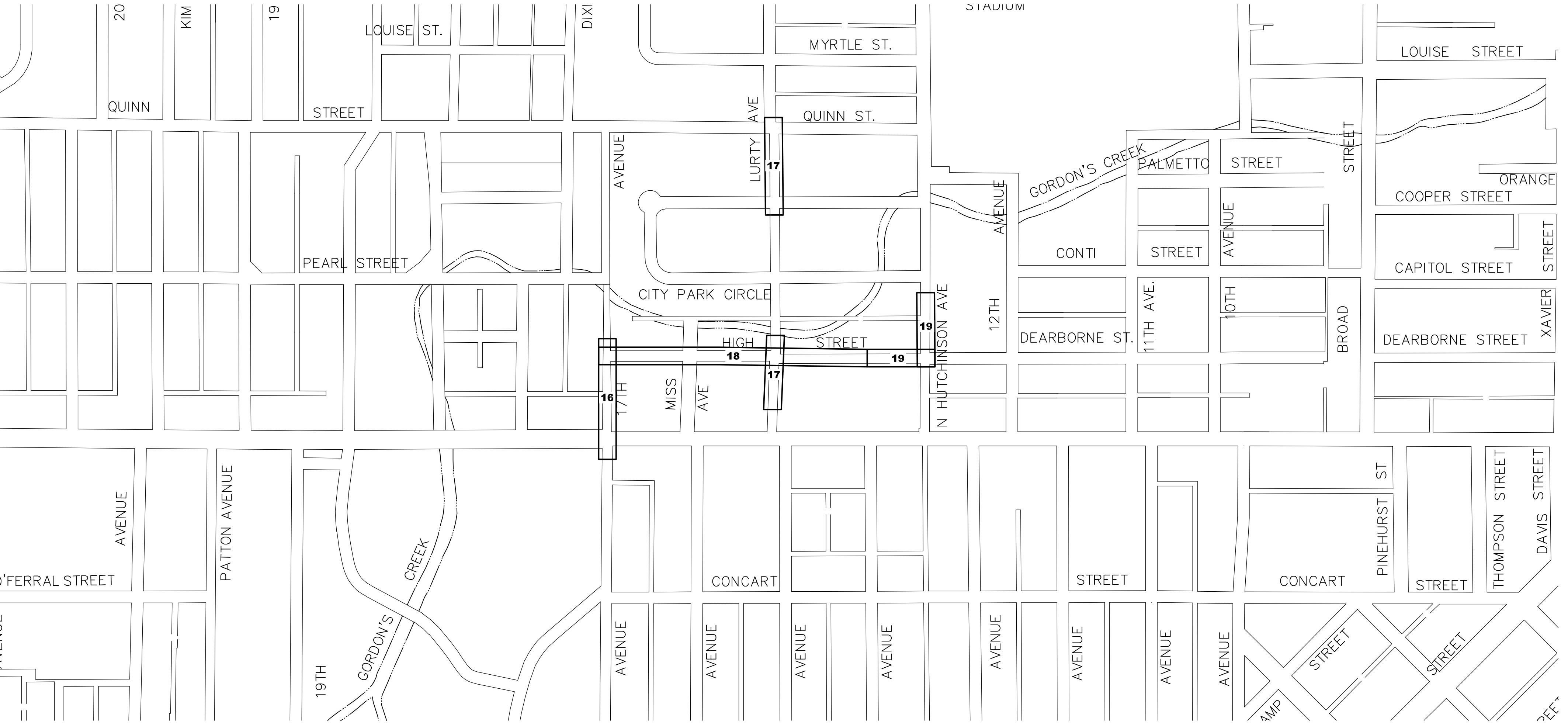


1	10/25/22	REMOVED CIPP SEWER			SLS
NO.	DATE	DESCRIPTION			BY
VICINITY MAP					
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS - PHASE 1					
CITY OF HATTIESBURG					
FORREST COUNTY, MISSISSIPPI					
					
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com					
Drawn by: RES\SLS		Checked by: SEM		Scale: AS NOTED	
Date: 06-09-2022		Working No. _____		VM _____	
Drawing No.: 12230		Sheet No. _____		2 _____	

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase 14 Design\12230 CAD Files\12230_CvMapNotes.dwg, KEY1, 6/16/2022 2:53:32 PM



SANITARY SEWER PLAN - SHEET KEY



WATER PLAN - SHEET KEY

ABBREVIATION LEGEND:

- ABND - ABANDONED
- APPURT - APPURTENANCES
- ¢ CONST - CENTERLINE CONSTRUCTION
- CONC - CONCRETE
- CON. - CONNECTION
- CONT'D - CONTINUED
- CMP - CORRUGATED METAL PIPE
- CPP - CORRUGATED PLASTIC PIPE
- DIA - DIAMETER
- DR - DIAMETER RATIO
- DRV - DRIVE
- DI - DUCTILE IRON PIPE
- DS FL - DOWNSTREAM FLOW LINE
- E - EAST
- EXIST - EXISTING
- FES - FLARED END SECTION
- FL - FLOW LINE
- GRVL - GRAVEL
- HDPE - HIGH DENSITY POLYETHYLENE PIPE
- HYD - HYDRANT
- INCL - INCLUDING
- INV - INVERT
- LT - LEFT
- LF - LINEAR FEET
- MH - MANHOLE
- MIN - MINIMUM
- N - NORTH
- No. - NUMBER
- PVC - POLYVINYL CHLORIDE PIPE
- RCAP - REINFORCED CONCRETE ARCHED PIPE
- RCP - REINFORCED CONCRETE PIPE
- REQ'D - REQUIRED
- RT - RIGHT
- ROW - RIGHT OF WAY
- SAN - SANITARY
- STA - STATION
- SWR - SEWER
- S - SOUTH
- TYP - TYPICAL
- US FL - UPSTREAM FLOW LINE
- VAR - VARIABLE
- W - WEST
- W/ - WITH

SYMBOL LEGEND:

- AIR CONDITIONER
- FENCE
- FIBER OPTIC PEDESTAL
- FIBER OPTIC PULL BOX
- FIRE HYDRANT
- GAS INDICATOR POST
- GAS LINE
- GAS METER
- GAS VALVE
- GATE POST
- GROUND LANDSCAPE LIGHT
- IRRIGATION CONTROL VALVE
- LIGHT ON UTILITY POLE
- LIGHT ON DECORATIVE POLE
- MAILBOX
- METAL PIPE
- OVERHEAD UTILITY LINES
- OVERHEAD UTILITY LINES
- POLE GUY WIRE
- PROPERTY LINE
- SAN SWR CLEAN-OUT
- SAN SWR FORCE MAIN
- SAN SWR LINE
- SAN SWR MANHOLE
- SIGN
- STORM DRAIN MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE LINE
- UTILITY POLE
- UTILITY PULL-BOX
- UTILITY SERVICE POLE
- WATER LINE
- WATER METER
- WATER TEST WELL
- WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

NO.	DATE	DESCRIPTION	BY
LEGEND, ABBREVIATIONS & SHEET KEY			
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS - PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by:	RES\SLS	Checked by:	SEM
Date:	06-09-2022	Working No.:	KEY1
Drawing No.:	12230	Sheet No.:	3

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase 1.dwg, Design\12230 CAD Files\12230_CoverMapNotes.dwg, GNT, 6/9/2022 1:06:32 PM

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2. THE CONTRACTOR SHALL KEEP A SET OF CONSTRUCTION PLANS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MDOT, CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHIC DATA AND ALL OTHER SITE CONDITIONS PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY CONFLICT SHALL BE COORDINATED WITH THE CONTRACTOR, OWNER AND ENGINEER/ARCHITECT. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
9. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
10. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. ALL DRAINS AND DRAINAGE STRUCTURES INSIDE THE PROJECT AREA ON THESE PLANS SHALL BE CLEANED OF ALL FOREIGN MATTER, INCLUDING SILT, PRIOR TO COMPLETION OF THE PROJECT. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.
- 10.1. ANY EXISTING CROSS DRAINS SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW RCP OR RCAP AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 10.2. ANY EXISTING SIDE DRAINS THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW CORRUGATED HDPE PIPE AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING SIDE DRAIN, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 10.3. IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER. SOME INLETS MAY BE NOTED FOR REPLACEMENT ON THE PLANS AND SHALL BE REPLACED AS DETAILED.
- 10.4. ANY EXISTING DRAINS THAT SHOWN TO BE REMOVED AND RESET SHALL BE REMOVED, SALVAGED AND RESET PER NEW PIPE INSTALLATION DETAILS CONTAINED HEREIN. ANY DAMAGE TO THE SALVAGED PIPE SHALL BE REPLACED AT NO ADDITIONAL COST TO THE PROJECT.
- 10.5. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 10.6. ABSOLUTELY NO NEW CORRUGATED METAL PIPE SHALL BE INSTALLED ON THIS PROJECT.
11. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE PAID LUMP SUM, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF CLEARING REQUIRED PRIOR TO BIDDING. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
12. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
13. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
14. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 6351 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO IMPLEMENTATION.
15. ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
- 15.1. GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
- 15.2. ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED PROPERTY OWNER.
16. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, SALVAGED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVAL AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS ESTABLISHED, SHALL BE INCLUDED IN THE COST OF THE PIPE LAYING OPERATION. (NO SEPARATE PAY).
17. PAVED ROADS SHALL BE OPEN CUT AND REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
18. ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
19. ALL PAVED DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
20. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
21. ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
22. ALL TRENCHES IN PAVED AREAS SHALL BE REPAIRED AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE PROJECT OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAILS). ALL CRUSHED AGGREGATE SHALL BE SIZE 610. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT AND OR CRUSHED AGGREGATE PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
23. PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
24. ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
25. ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AS DETAILED & AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
26. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
28. THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACE IS PAVED.

29. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
30. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
31. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
32. ALL WATER AND SEWER SYSTEMS, INCLUDING SERVICES, INSTALLED ON THIS PROJECT SHALL REQUIRE A TRACER WIRE SYSTEM.
33. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
34. MANHOLE LIDS, FIRE HYDRANTS & VALVES NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL SALVAGED ITEMS SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT, IN KIND, FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
35. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.

CONSTRUCTION PHASING NOTES

1. THE CONTRACTOR SHALL PHASE CONSTRUCTION TO MINIMIZE IMPACT TO JAYCEE PARK, LOCATED EAST OF LURTY STREET, SOUTH OF QUINN ST, NORTH OF GORDONS CREEK AND WEST OF NORTH HUTCHINSON AVENUE. THE PROJECT OWNER ANTICIPATES ADDITIONAL CONSTRUCTION ACTIVITIES, BY OTHERS (NOT THIS PROJECT) WITHIN THE TIMEFRAME OF THIS PROJECT. ADDITIONAL COORDINATION WITH THE ENGINEER MAY BE REQUIRED.
2. THE CONTRACTOR SHALL PHASE CONSTRUCTION TO MINIMIZE TRAFFIC DISRUPTIONS TO NORTH HUTCHINSON AVENUE DURING SCHOOL HOURS (INCLUDING, BUT NOT LIMITED TO, SUMMER SCHOOL OR OTHER SCHOOL PROGRAMS). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE ENGINEER, OWNER AND EMERGENCY SERVICES FOR ROADWAY CLOSURES. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC CONTROL PLAN AND DETOUR PLAN, PRIOR TO ROADWAY CLOSURE.
3. THE CONTRACTOR SHALL SUBMIT A DETAILED PHASES OF CONSTRUCTION TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

SPECIAL PROJECT SCOPE NOTES

1. PORTIONS OF THIS PROJECT CONTAIN CERTAIN ELEMENTS SUCH AS BORING SANITARY SEWER ON GRADE IN AREAS OF DEEP CUT. THE CONTRACTOR SHALL HAVE THE EQUIPMENT, PERSONNEL, KNOWLEDGE AND EXPERIENCE TO PERFORM SAID CONSTRUCTION TASKED AS SHOWN IN THESE PLANS.
2. THE CONTRACTOR SHALL BE FAMILIAR WITH THE WATER AND SEWER SYSTEMS IN THE VICINITY OF THIS PROJECT TO FACILITATE CONSTRUCTION AND ELIMINATE UNNECESSARY DELAYS FOR SERVICE OUTAGES.
3. THE CONTRACTOR MAY HAVE TO EMPLOY A VARIETY OF METHODS TO LOCATE EXISTING SEWER SERVICES, INCLUDING USE OF CCTV SERVICES, DYE TESTING, PROBING AND/OR SPOT DIGGING OR A COMBINATION OF ANY OR ALL OF SAID METHODS. SAID INVESTIGATIVE METHODS SHALL BE ABSORBED IN THE SERVICE CONNECTION ITEM(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH STRUCTURE OWNERS FOR TESTING, SERVICE LOCATING AND SERVICE INTERRUPTION DURING CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF ENTRY.
4. A CRITERIA FOR THIS PROJECT IS TO ELIMINATE THE EXISTING AND NON-FUNCTIONAL INVERTED SIPHON ON NORTH 17TH AVENUE (UNDER GORDONS CREEK). AS SUCH THE SEWER FLOW ON HIGH STREET WILL BE REVERSED AS SHOWN ON THE PLAN SHEETS. THE CONTRACTOR SHALL BE REQUIRED TO RECONNECT ALL ACTIVE SERVICES, CURRENTLY CONNECTED TO THE EXISTING SEWER MAINS. AS SUCH, ADDITIONAL WORK MAY BE REQUIRED TO RELAY SEWER SERVICES TO A FUNCTIONAL GRADE AS THEY RELATE TO THE PROPOSED SEWER MAINS. SAID NEW SERVICES SHALL INCLUDE ADDITIONAL SERVICE LINE AND CLEANOUTS AS NECESSARY AND/OR DIRECTED BY THE ENGINEER.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS -- PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: NONE
Date: 06-03-2022		Working No. GN1	
Drawing No.: 12230		Sheet No. 4	

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase 14 Design\12230 CAD Files\12230_CoverMapNotes.dwg, GNS2, 6/9/2022 1:06:33 PM

SEWER NOTES:

1. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.
2. WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
3. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
4. THE FINISHED ELEVATION OF ALL MANHOLE TOPS FOR MANHOLES TO BE CONSTRUCTED IN PAVED AREAS SHALL BE AT EXISTING PAVEMENT ELEVATION OR AS DIRECTED BY THE ENGINEER. MANHOLE AND PIPE ELEVATIONS SHALL BE TAKEN FROM CUT SHEETS FURNISHED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION. PAYMENT FOR SEWER WILL BE BASED ENTIRELY ON THE ENGINEER APPROVED CUT SHEETS.
5. MANHOLES SHALL HAVE 20 MIL. COAL TAR EPOXY COATING ON THE INSIDE, UNLESS OTHERWISE NOTED. DUCTILE IRON PIPE SHALL BE LINED AS NOTED IN THE SPECIFICATIONS.
6. ALL SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 PVC AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT EXCEPT SERVICE TEES AND CLEANOUTS. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, CONCRETE RING, TRAFFIC COVER IF NEEDED, AND ANY PIPE LENGTH NEEDED TO BRING CLEANOUT TO SURFACE GRADE. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSH WITH PAVEMENT. (NO SEPARATE PAY)
7. ALL BORED AND OPEN CUT HDPE SEWER MAINS SHALL BE DR11, UNLESS OTHERWISE NOTED AND OF THE SIZE NOTED ON THE PLANS.
8. ALL DUCTILE IRON PIPE SHALL BE LOCKING JOINT TYPE AND OF THE SIZE AS NOTED ON THESE PLANS.
9. INFILTRATION/EXFILTRATION ON NEWLY INSTALLED SEWER MAIN SHALL BE REQUIRED AS DIRECTED. MANDREL TESTS SHALL BE REQUIRED ON ALL SEWER MAIN INSTALLED. CONTRACTOR SHALL BE REQUIRED TO PULL A MANDREL FOR TESTING PURPOSES IN ALL SEWER LINES INSTALLED ON THE PROJECT PRIOR TO FINAL ACCEPTANCE. MANDREL TEST SHALL BE PERFORMED IN LIVE OR BYPASS PUMPED SEWER AS NECESSARY AT THE DISCRETION OF THE ENGINEER
10. ALL MANHOLES SHALL BE 48" IN DIAMETER, WITH ECCENTRIC TOP CONE SECTIONS, UNLESS OTHERWISE NOTED. (SEE PLAN AND PROFILE SHEETS FOR PROPER SIZING)
11. ALL SINGLE DROPS FOR SEWER PIPE 8" AND UNDER IN DIAMETER SHALL BE PLACED INSIDE THE MANHOLE AS DETAILED. ALL MULTIPLE DROPS OR DROPS FOR SEWER PIPE OVER 8" IN DIAMETER SHALL BE PLACED OUTSIDE OF THE MANHOLE AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
12. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SEWER SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT, UNLESS OTHERWISE NOTED.
- 14.1. ALL SERVICE CONNECTIONS SHOWN ON THE PLAN SHEETS SHALL BE CONNECTED TO THE PROPOSED SEWER LINE, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
- 14.2. FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER'S APPROVAL.
- 14.3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
- 14.4. THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SERVICE CONNECTION TO MAIN, TEE'S, REDUCERS, CONNECTIONS TO EXISTING SERVICE AND ANY OTHER FITTINGS NECESSARY TO MAKE THE CONNECTION SHALL BE PAID PER EACH CONNECTION. SERVICE LINE SHALL BE PAID BY LINEAR FOOT.
- 14.5. CLEANOUTS SHALL BE PAID PER EACH. CLEANOUTS FOR SANITARY SEWER SERVICES SHALL BE PLACED AT THE RIGHT OF WAY LINE (AS DETAILED), AT EVERY TURN AND CHANGE IN GRADE, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER.
- 14.6. SERVICE CONNECTIONS NOTED ON THESE PLANS ARE LOCATED BASED ON FIELD EVIDENCE, INSPECTION REPORTS AND OTHER INFORMATION THAT IS AVAILABLE TO THE ENGINEER. THE LOCATION OF ANY SERVICE NOTED AS "FIELD VERIFY" IS QUESTIONABLE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION OF THE MAIN LINE.
15. ALL SERVICE CONNECTIONS (FOR ALL UTILITY TYPES) WHICH ARE TEMPORARILY DISCONNECTED DUE TO CONSTRUCTION REQUIREMENTS, DAMAGED OR OTHERWISE DISCONNECTED DURING CONSTRUCTION, SHALL BE REPAIRED IN KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE DIRECTED. (NO SEPARATE PAY). SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH THE UTILITY OWNER AND THE AFFECTED STRUCTURE OWNER. EXCEPTION 1: WATER SERVICE CONNECTIONS WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER, REPAIRED AND PAID AS OUTLINED IN THE BID PROPOSAL (SIZE TO MATCH EXISTING). EXCEPTION 2: ANY OTHER SERVICE CONNECTIONS, EXCEPT WATER & SEWER, WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER AND REPORTED TO THE UTILITY OWNER.
16. THE CONTRACTOR SHALL NOTE MINIMUM GRADES FOR VARIOUS LOCATIONS OF PROPOSED SEWER LINES WITHIN THE PROJECT. THE CONTRACTOR SHALL HAVE THE EXPERTISE TO INSTALL PIPING ON THESE GRADES. ANY INSTALLED PIPE FOUND TO HAVE MORE THAN ¼" OF STANDING WATER SHALL BE REMOVED AND RE-LAID AT THE CONTRACTOR'S EXPENSE.
17. ALL BEDDING MATERIAL FOR ALL PIPE SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.
18. ALL MANHOLES LOCATED IN FLOOD ZONES SHALL HAVE BOLTED LIDS AND FRAMES AS SHOWN ON PLANS.

SPECIAL SEWER ABANDONMENT / REMOVAL NOTES:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED, SHALL BE PAID FOR PER EACH AND SHALL BE MODIFIED AS FOLLOWS:

2.1. REMOVE AND DISPOSE OF SANITARY WASTE.

2.2. REMOVE COVER, FRAME AND THE TOP 36" OF MANHOLE STRUCTURE. DISPOSE OF REMOVED OBJECTS APPROPRIATELY.

2.3. FILL THE MANHOLE WITH SAND.

2.4. CAP THE MANHOLE WITH 3000 PSI, NON-REINFORCED CONCRETE (6" DEPTH).

2.5. BACKFILL WITH NATIVE SOIL MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. (NO SEPARATE PAY)
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED SHALL BE PAID FOR BY LINEAR FOOT AND SHALL BE MODIFIED AS FOLLOWS:

4.1. REMOVE AND DISPOSE OF SANITARY WASTE.

4.2. FILL THE PIPE WITH FLOWABLE FILL.

4.3. PLUG ENDS.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH THE NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.

WATER NOTES

1. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
2. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
3. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
4. ALL STEEL CASINGS SHALL BE 0.250" WALL THICKNESS, UNLESS OTHERWISE NOTED, AND OF THE SIZE AS NOTED ON THESE PLANS.
5. ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
6. ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR 11, 200 PSI, AS NOTED ON PLANS.
7. ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND SECURED TOGETHER WITH MEGA LUG CONNECTIONS. ALL TEES AND VALVES SHALL BE SECURED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE SECURED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
8. ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90' BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90' BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
9. ALL PROPOSED FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL HYDRANTS SHALL BE SAFETY YELLOW IN COLOR FROM THE MANUFACTURER. ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING.
10. FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
11. ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
12. ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
13. PRESSURE TESTS SHALL BE REQUIRED ON ALL WATER MAIN INSTALLED.
14. ALL NEW CONSTRUCTION SHALL BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
15. ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
16. WATER SERVICE NOTES:

16.1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING WATER METERS ALONG ALL STREETS WITHIN THE PROJECT AREA WHICH ARE NOTED FOR WATER MAIN CONSTRUCTION. SOME METERS MAY NOT HAVE BEEN LOCATED DURING THE DESIGN PHASE OF THIS PROJECT DUE TO FIELD CONDITIONS. HOWEVER, ALL METERS WITHIN THE PROJECT AREA SHALL BE RECONNECTED. ABSOLUTELY NO STRUCTURE SHALL HAVE A SERVICE CONNECTION WITHOUT A METER.

16.2. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO AN ADJACENT PROPOSED WATER LINE (SEE PLAN SHEETS).

16.3. A CRITERIA FOR THIS PROJECT IS TO ELIMINATE UNDER SIZED (UNDER 4" DIAMETER) WATER MAINS WITHIN THE PROJECT AREA. WATER SERVICES SHALL BE RECONNECTED TO AN ADJACENT EXISTING LARGE WATER MAIN (4" DIAMETER AND OVER).

16.4. SERVICE CONNECTIONS SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) TAPPING SADDLE, CORPORATION STOP AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE MAIN AND THE CONNECTION TO NEW OR EXISTING WATER METERS. SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE SHALL BE PAID PER LINEAR FOOT AS OUTLINED IN THE CONTRACT DOCUMENTS.

16.5. NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. THE ENTIRE SERVICE BETWEEN THE METER AND THE NEW MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.

16.6. METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE.

16.7. THE CONTRACTOR SHALL TAKE NOTE THAT THERE ARE SERVICES SHOWN ON THE PLANS TO BE DISCONNECTED FROM EXISTING WATER MAINS AND RECONNECTED TO AN EXISTING WATER MAIN. THIS SERVICE CONNECTION ITEM SHALL BE PAID UNDER "RECONNECTION OF WATER SERVICE" AND SHALL INCLUDE TAPPING SADDLE, CORPORATION STOP AND/OR ALL NECESSARY FITTINGS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE EXISTING MAIN AND THE CONNECTION TO THE EXISTING METER. THE ENTIRE SERVICE BETWEEN THE METER AND THE EXISTING MAIN SHALL BE REPLACED. SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE SHALL BE PAID PER LINEAR FOOT AS OUTLINED IN THE CONTRACT DOCUMENTS. SERVICE LINE BORES SHALL BE PAID SEPARATELY.

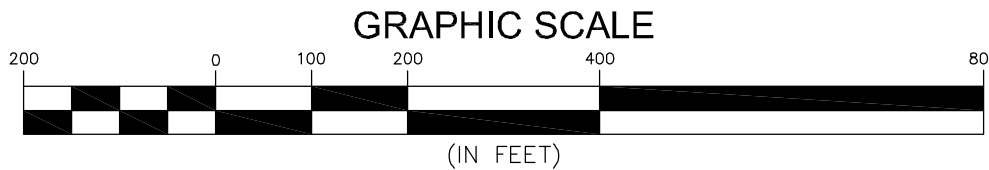
16.8. ALL NEW WATER METERS, IF REQUIRED, SHALL BE BADGER RADIO READ. ALL SERVICE FITTINGS SHALL BE FORD BRAND, ONLY.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS – PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: NONE
Date: 06-03-2022		Working No. GN2	
Drawing No.: 12230		Sheet No. 5	

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase 1.dwg, 10/25/2022 1:31:24 PM

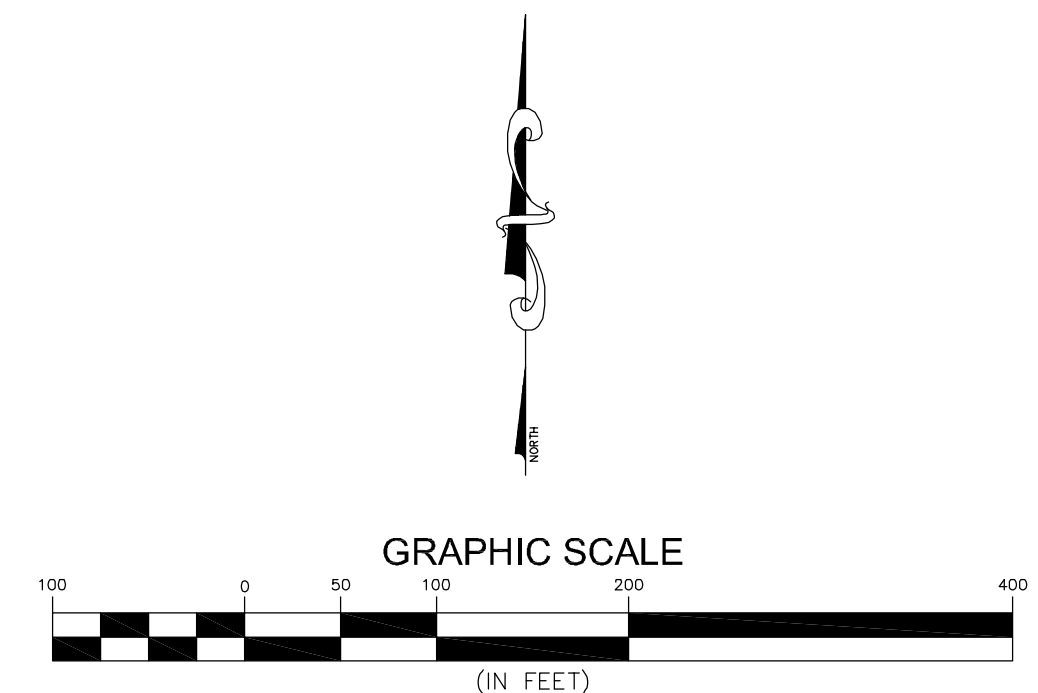


- LEGEND:**
- SEWER MAIN REPLACEMENT & WATER MAIN REPLACEMENT
 - SEWER MAIN REPLACEMENT
 - WATER SERVICE SWAP
 - SEWER MAIN REPLACEMENT & WATER SERVICE SWAP
 - WATER MAIN REPLACEMENT



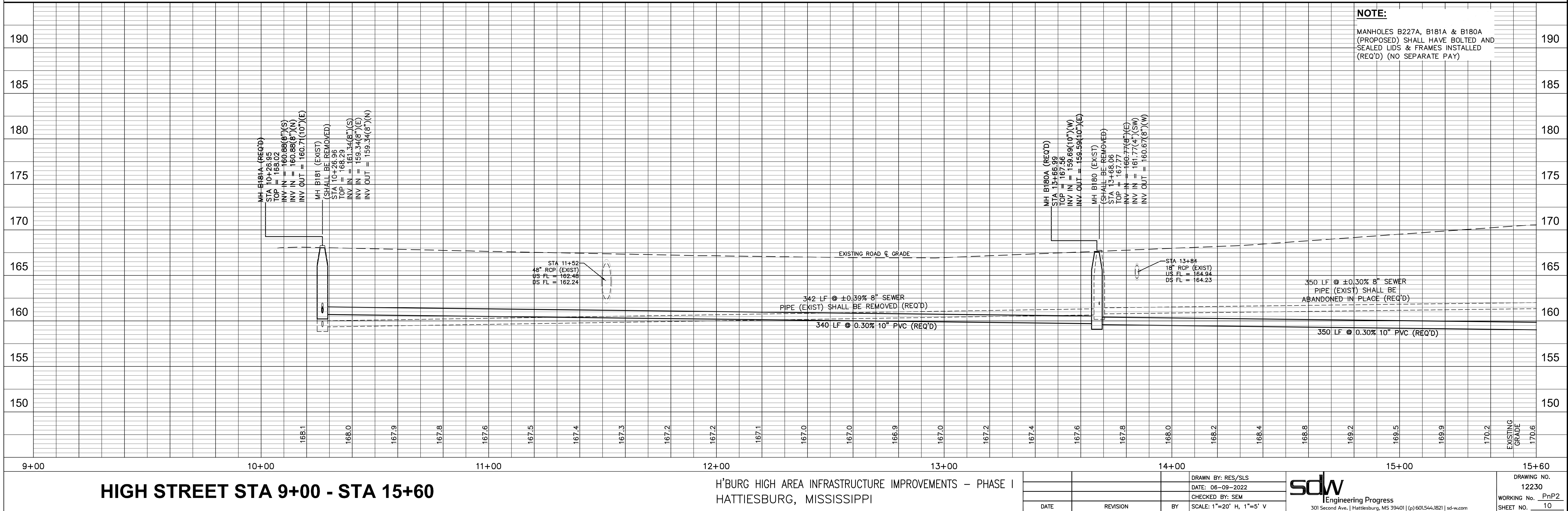
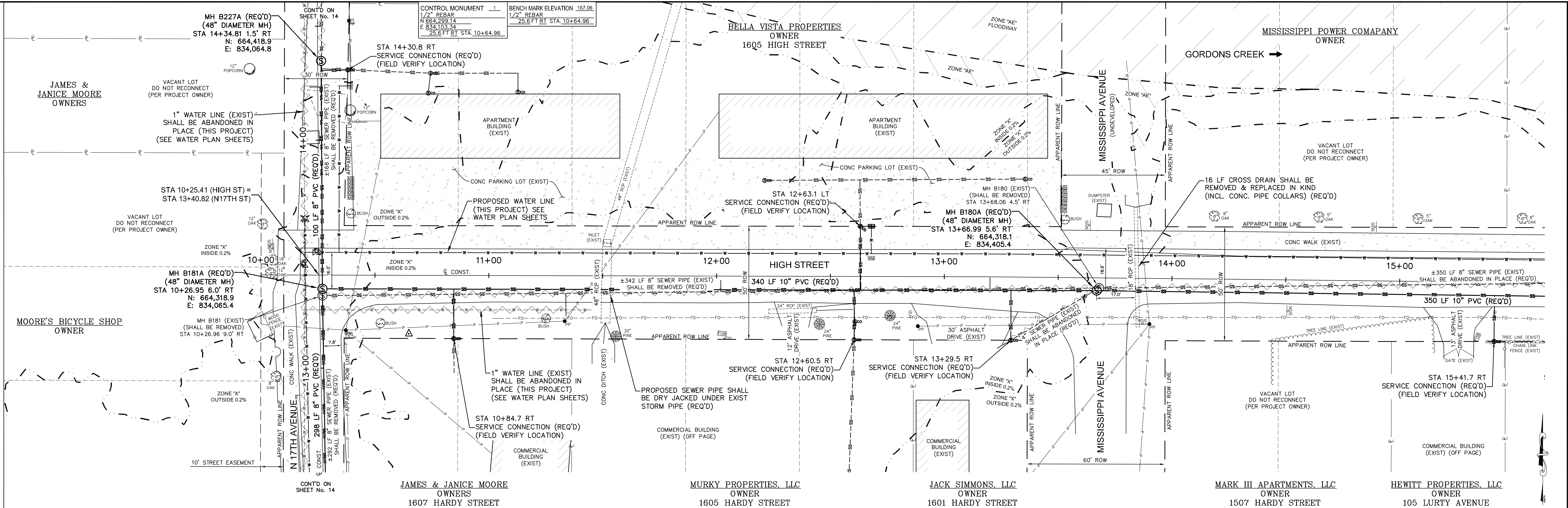
1	10/25/22	REMOVED CIPP SEWER	SLS
NO.	DATE	DESCRIPTION	BY
PROJECT SCOPE MAP			
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS - PHASE 1			
CITY OF HATTIESBURG			
HATTIESBURG, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: AS NOTED
Date: 06-17-2022		Working No. PSM1	
Drawing No.: 12230		Sheet No. 6	





		
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sdw.com		
Drawn by: RES\SLS	Checked by: SEM	Scale: AS NOTED
Date: 06-17-2022	Working No. _____	PSM3 _____
Date: 06-17-2022	Sheet No. _____	8 _____

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase I.dwg Design\12230 CAD Files\12230_Hat Highdwg.dwg, 6/9/2022, 3:16:41 PM



HIGH STREET STA 9+00 - STA 15+60

H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS – PHASE I
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

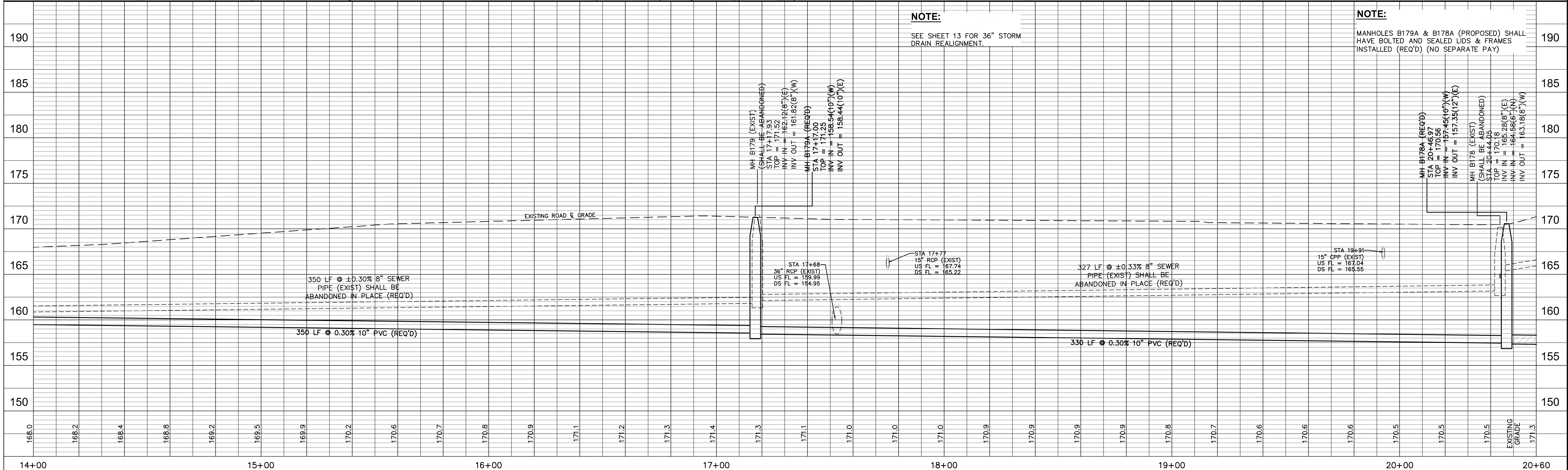
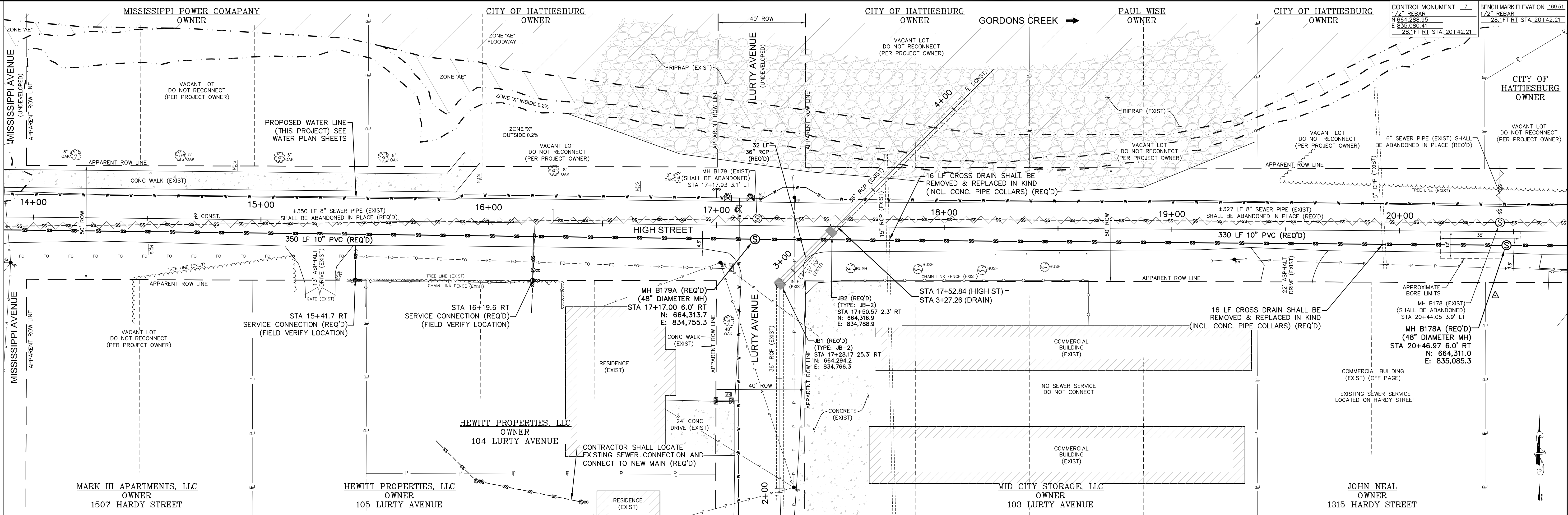
sdw

Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

DRAWN BY: RES/SLS
DATE: 06-09-2022
CHECKED BY: SEM
SCALE: 1"=20' H, 1"=5' V

DRAWING NO.
12230
WORKING No. PnP2
SHEET NO. 10

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase 1.dwg | Design | 12230 CAD Files | 12230 - Hattiesburg High Area Infrastructure Phase 1.dwg | 6/9/2022 3:16:45 PM



HIGH STREET STA 14+00 - STA 20+60

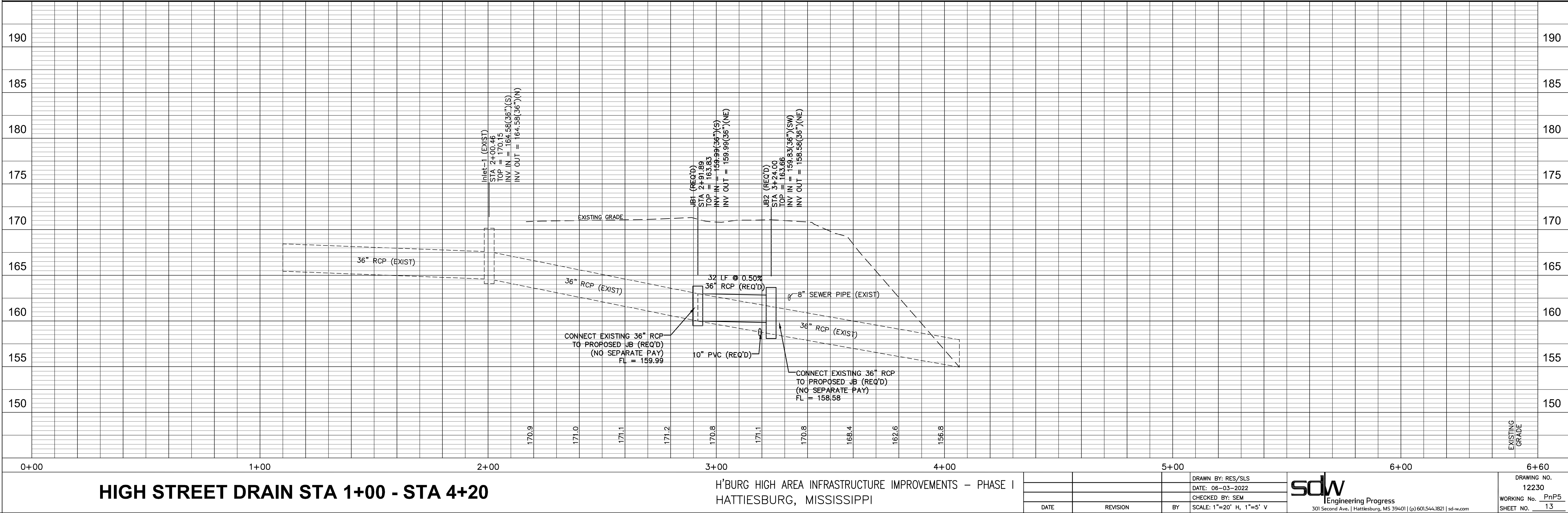
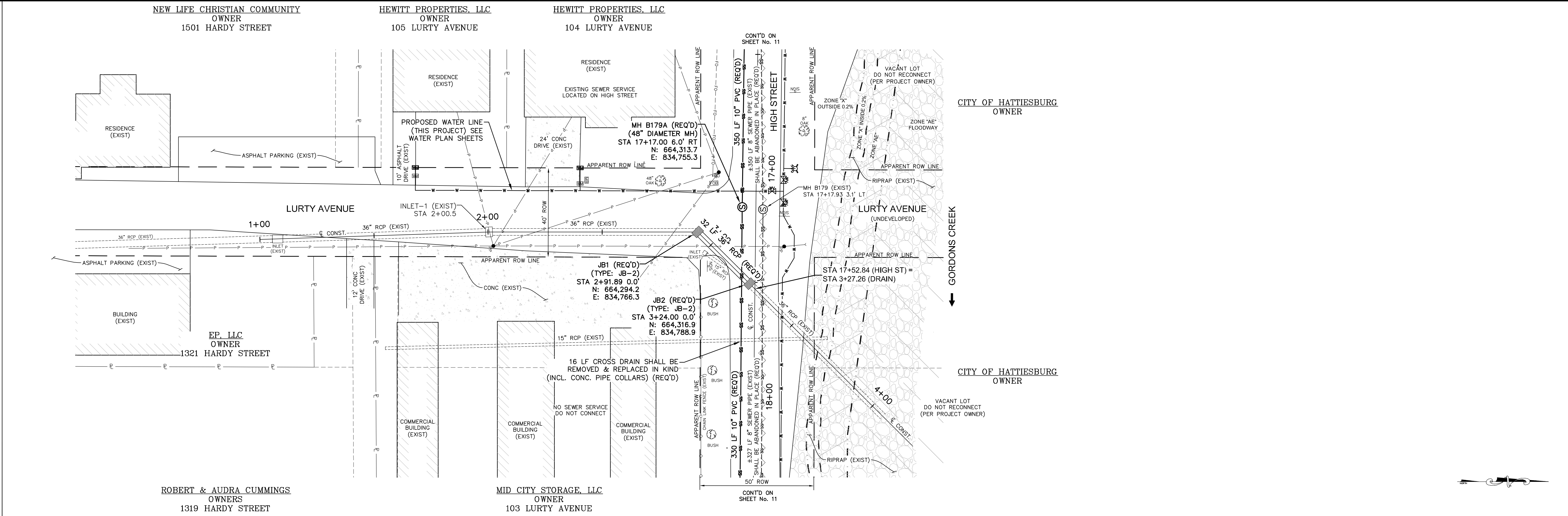
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS - PHASE I
HATTIESBURG, MISSISSIPPI

DRAWN BY: RES/SLS		DATE: 06-09-2022		CHECKED BY: SEM		SCALE: 1"=20' H, 1"=5' V	
DATE	REVISION	BY					

sdw
Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

DRAWING NO.
12230
WORKING No. Pn3
SHEET NO. 11

G:\PROJECTS\Hattiesburg_City of 2230 - Hattiesburg High Area Infrastructure Phase I.dwg 12/20/2022 3:56:52 PM



HIGH STREET DRAIN STA 1+00 - STA 4+20

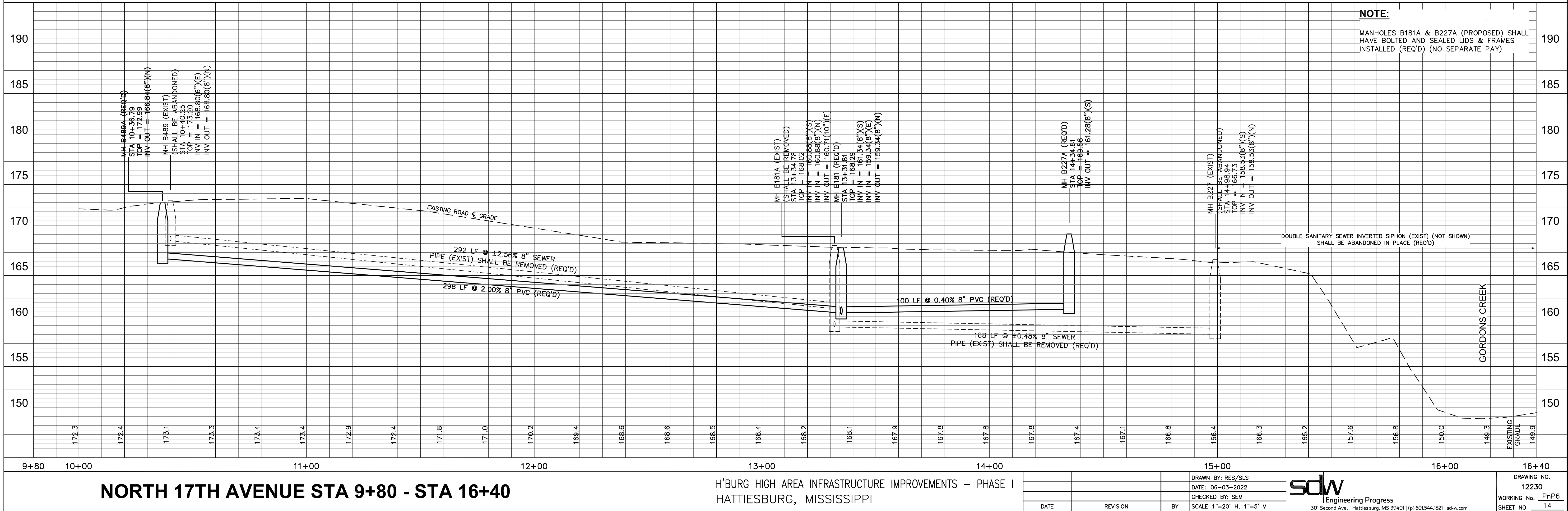
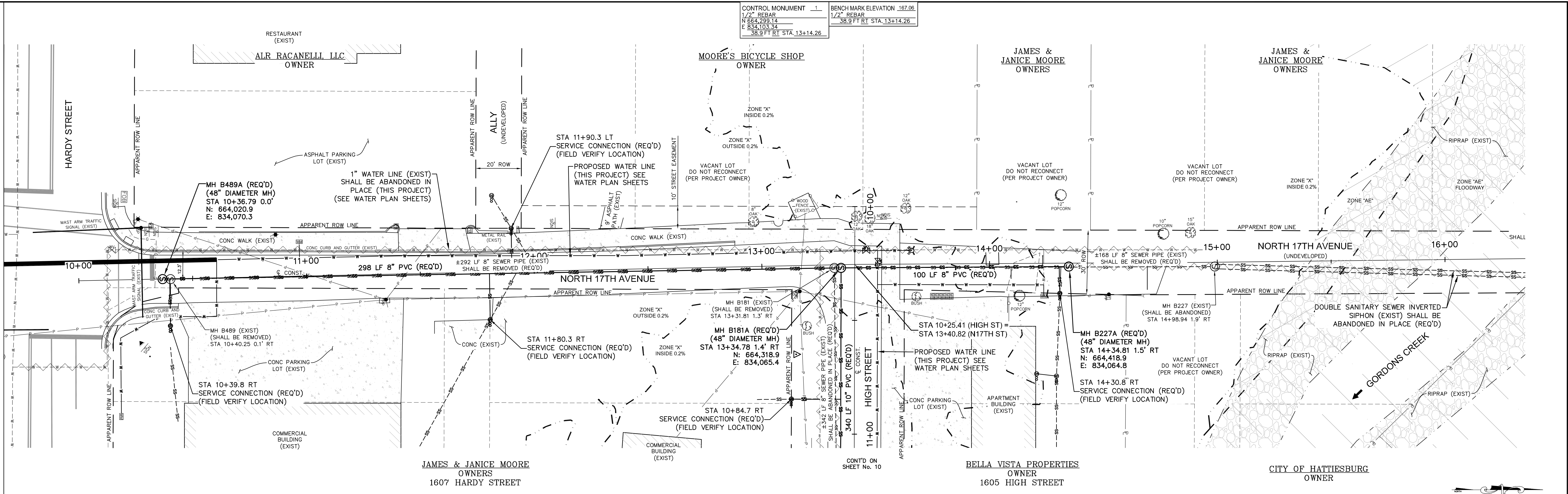
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS – PHASE I
HATTIESBURG, MISSISSIPPI

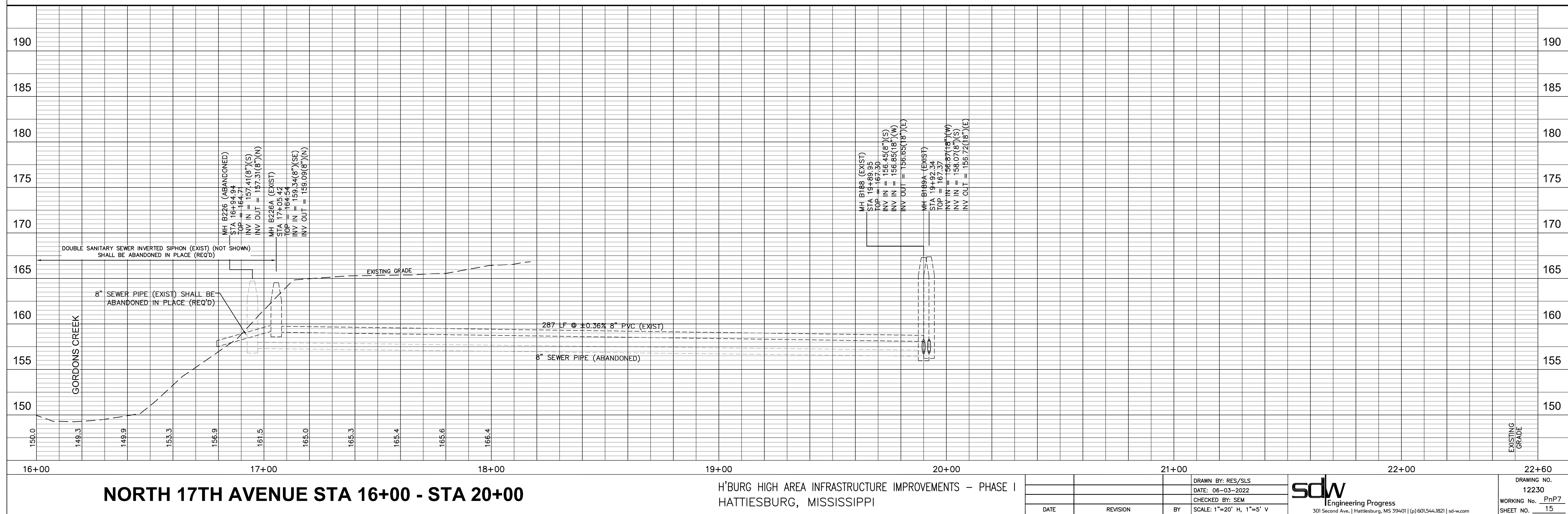
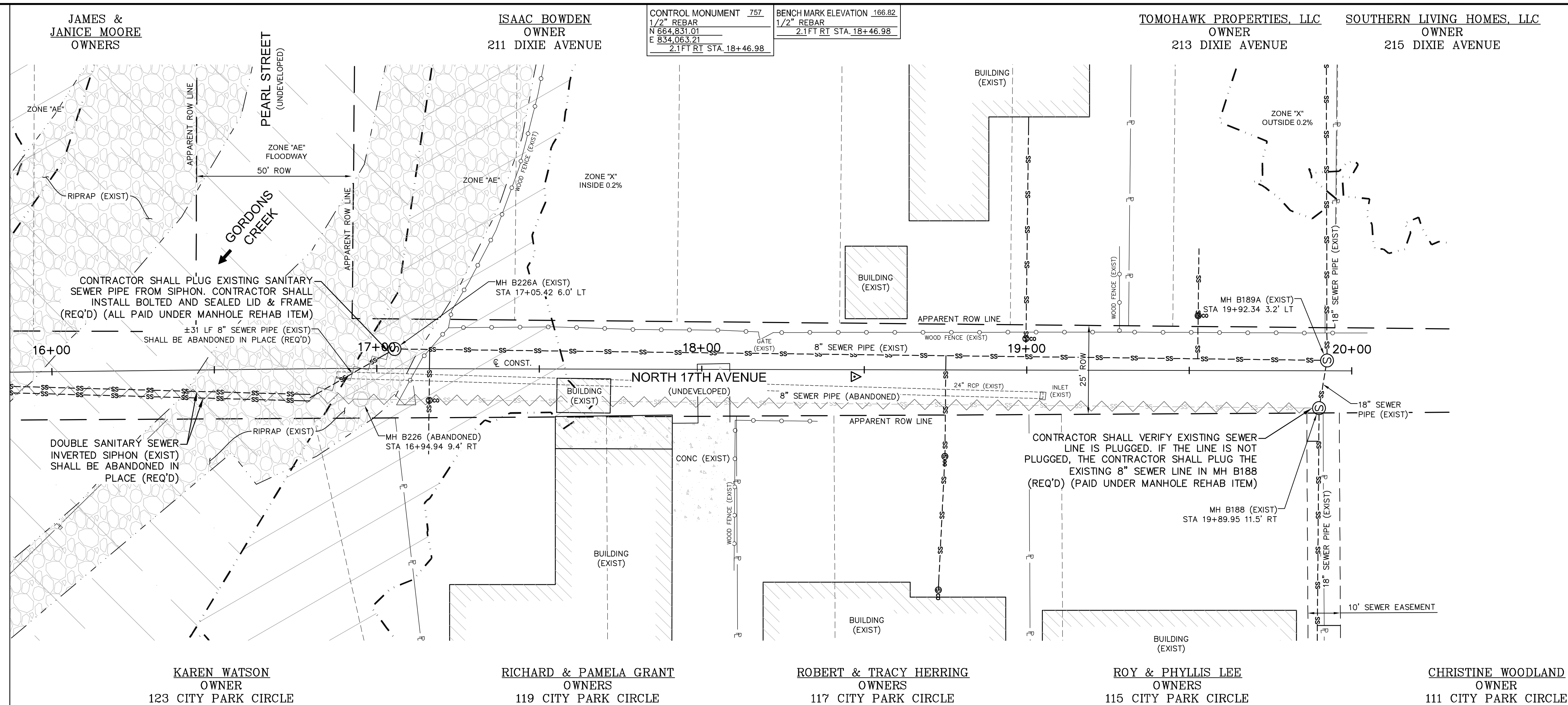
			DRAWN BY: RES/SLS
			DATE: 06-03-2022
			CHECKED BY: SEM
DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V

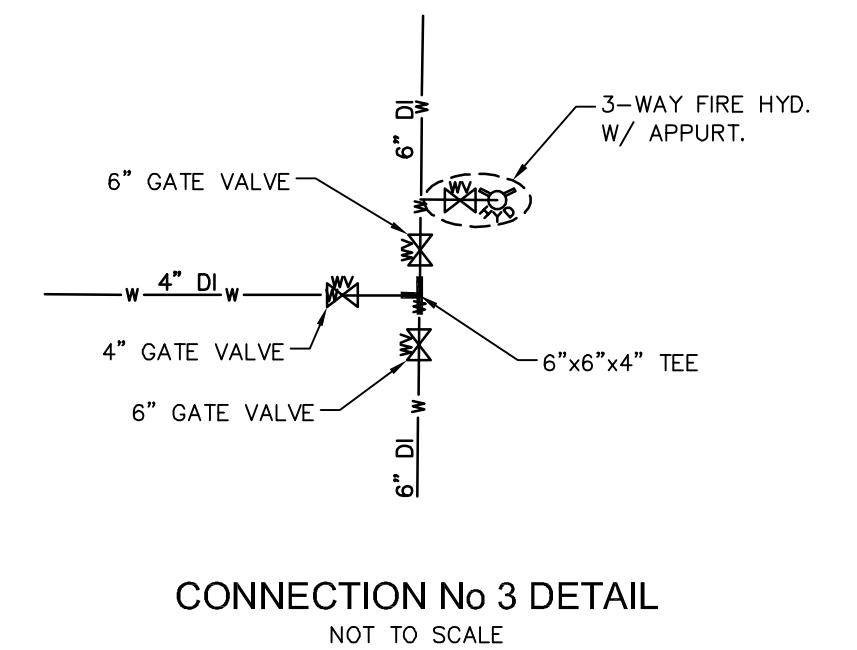
sdw
Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

DRAWING NO.	12230
WORKING No.	PnP5
SHEET NO.	13

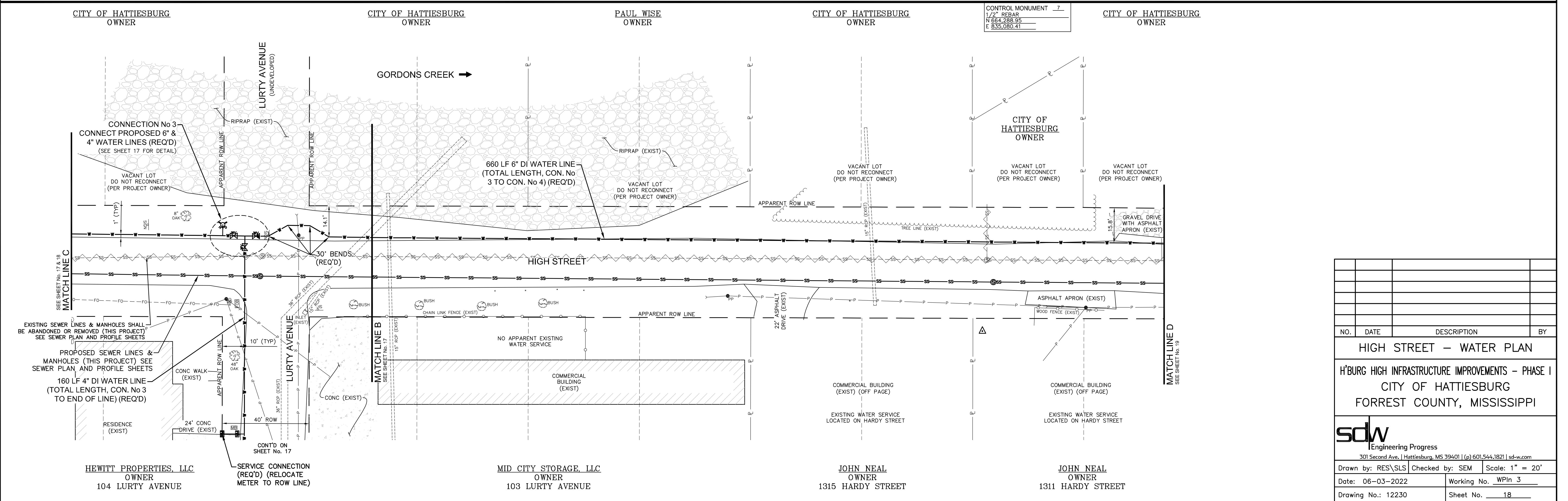
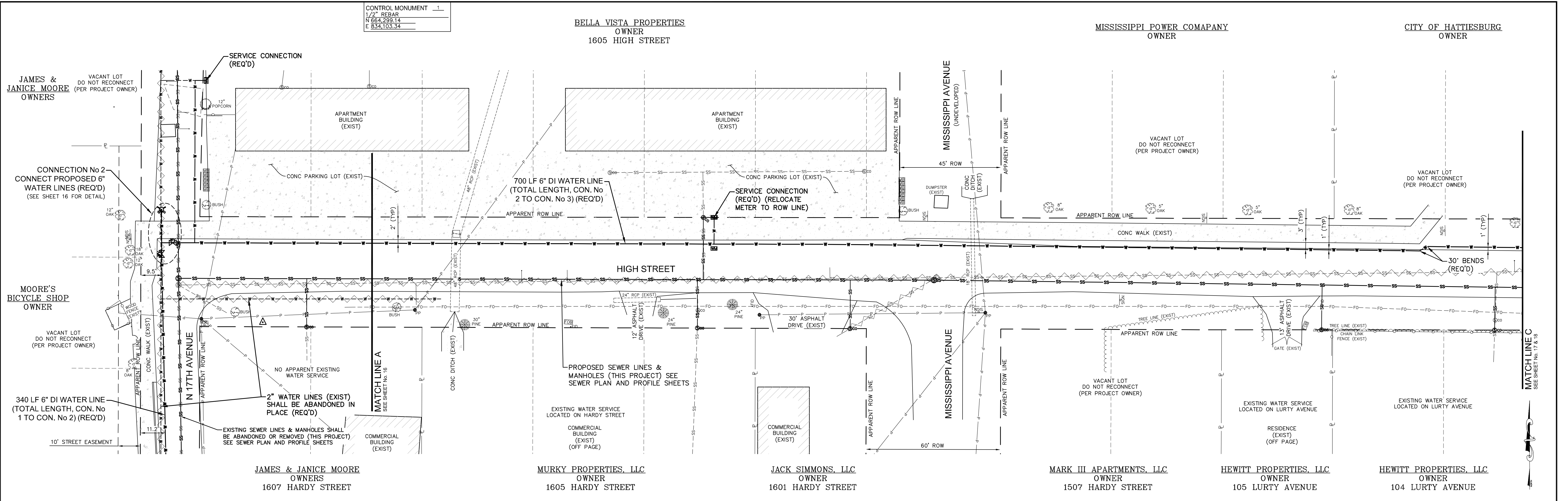
G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase I.dwg Design\12230 CAD Files\12230_Plan\17thAve.dwg, 09/20/2022 1:24:24 PM







G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase 1.dwg 12230 - Hattiesburg High Area Infrastructure Phase 1.dwg WPin 3, 6/9/2022 3:44:47 PM



NO.	DATE	DESCRIPTION	BY
HIGH STREET – WATER PLAN			
H'BURG HIGH INFRASTRUCTURE IMPROVEMENTS – PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: 1" = 20'
Date: 06-03-2022		Working No. WPin 3	
Drawing No.: 12230		Sheet No. 18	

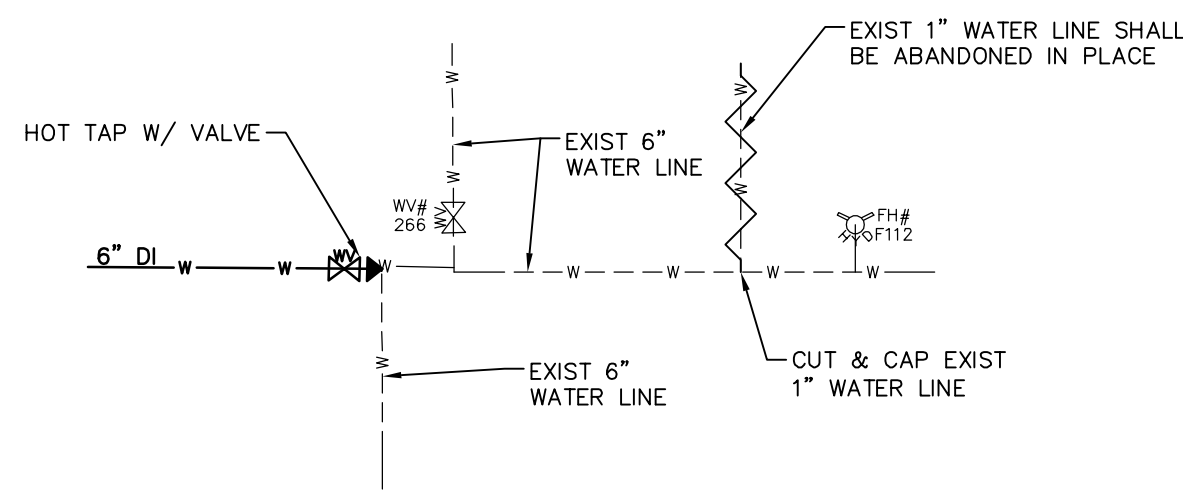
JOHN NEAL
OWNER
705 DEARBORNE STREET

CHERELDA DORTCH
OWNER
703A DEARBORNE STREET

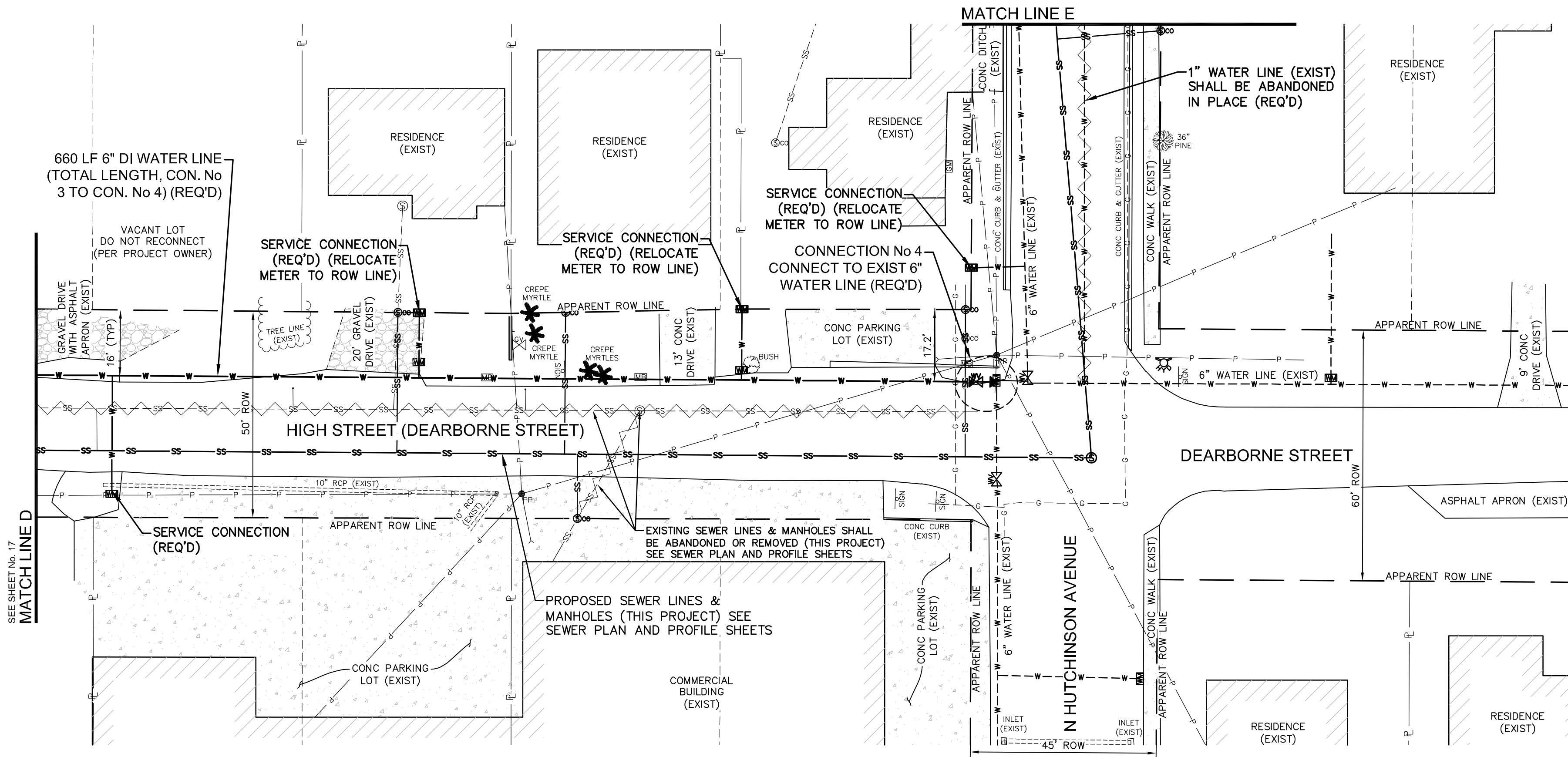
CHRISTOPHER &
CYNTHIA MYERS
OWNERS
703 DEARBORNE STREET

JS & DS PROPERTIES, LLC
OWNER
701 DEARBORNE STREET

JERRY & PEARLIE JOHNSON
OWNERS
611 DEARBORNE STREET



CONNECTION No 4 DETAIL
NOT TO SCALE



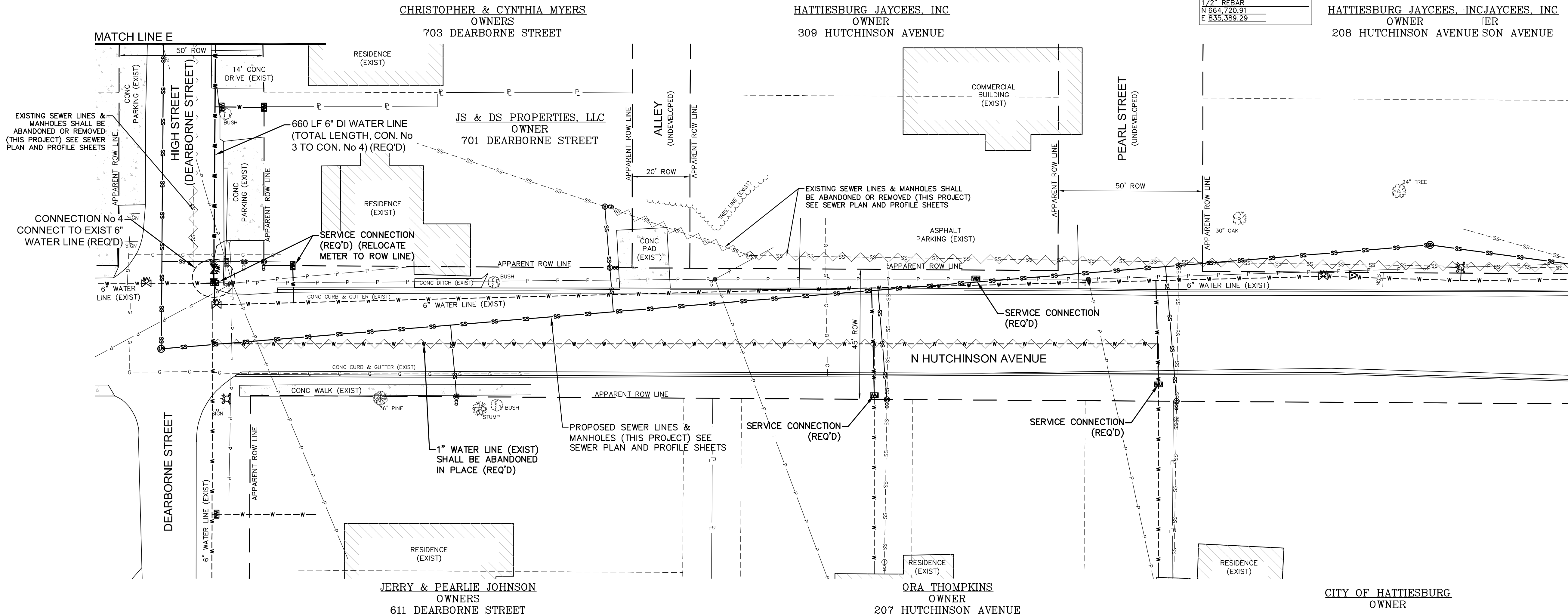
PHILP & BRENDA CLARK
OWNER
108 HUTCHINSON AVENUE

PHILP & BRENDA CLARK
OWNER
108 HUTCHINSON AVENUE

WILLIS & SANDRA CARTER
OWNERS
612 DEARBORNE STREET

HIGH STREET

NORTH HUTCHINSON AVNEUE



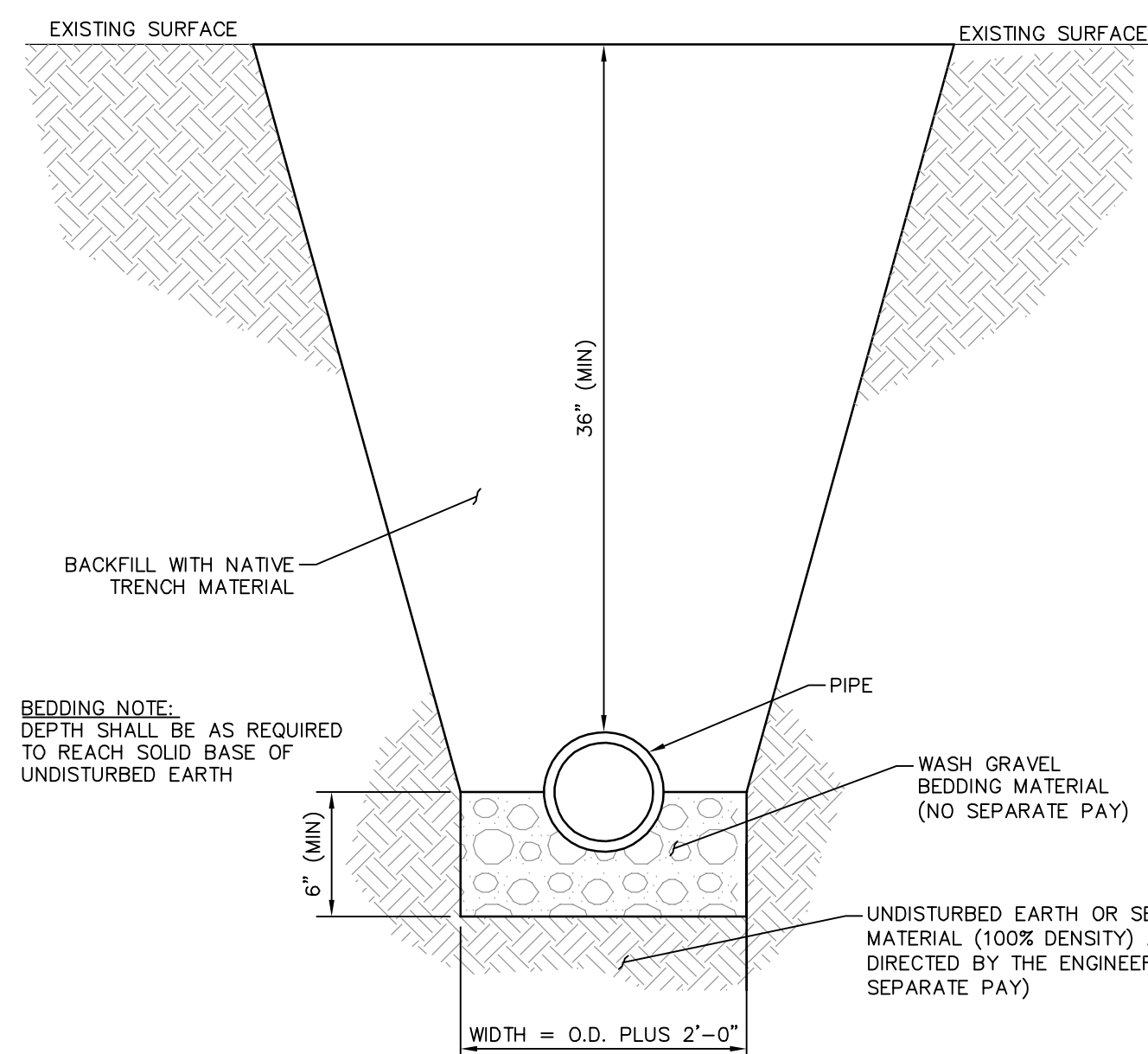
SERVICE CONNECTION NOTE:

CONTRACTOR SHALL VERIFY ALL SERVICE CONNECTIONS ALONG NORTH HUTCHINSON AVENUE BETWEEN HIGH STREET AND PEARL STREET (AN UNDEVELOPED ROAD) ARE CONNECTED TO THE EXISTING 6" WATER LINE. ALL SERVICES CONNECTED TO THE EXISTING 1" WATER LINE SHALL BE SWAPPED PRIOR TO THE ABANDONMENT OF THE WATER LINES SHOWN TO BE ABANDONED ON THIS PLAN. COORDINATE WITH THE ENGINEER. (NO SEPARATE PAY)

NO.	DATE	DESCRIPTION	BY
HIGH ST & HUTCHINSON AVE - WATER PLAN			
H'BURG HIGH INFRASTRUCTURE IMPROVEMENTS - PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS	Checked by: SEM	Scale: 1" = 20'	
Date: 06-03-2022	Working No. WPIn 4		
Drawing No.: 12230	Sheet No. 19		

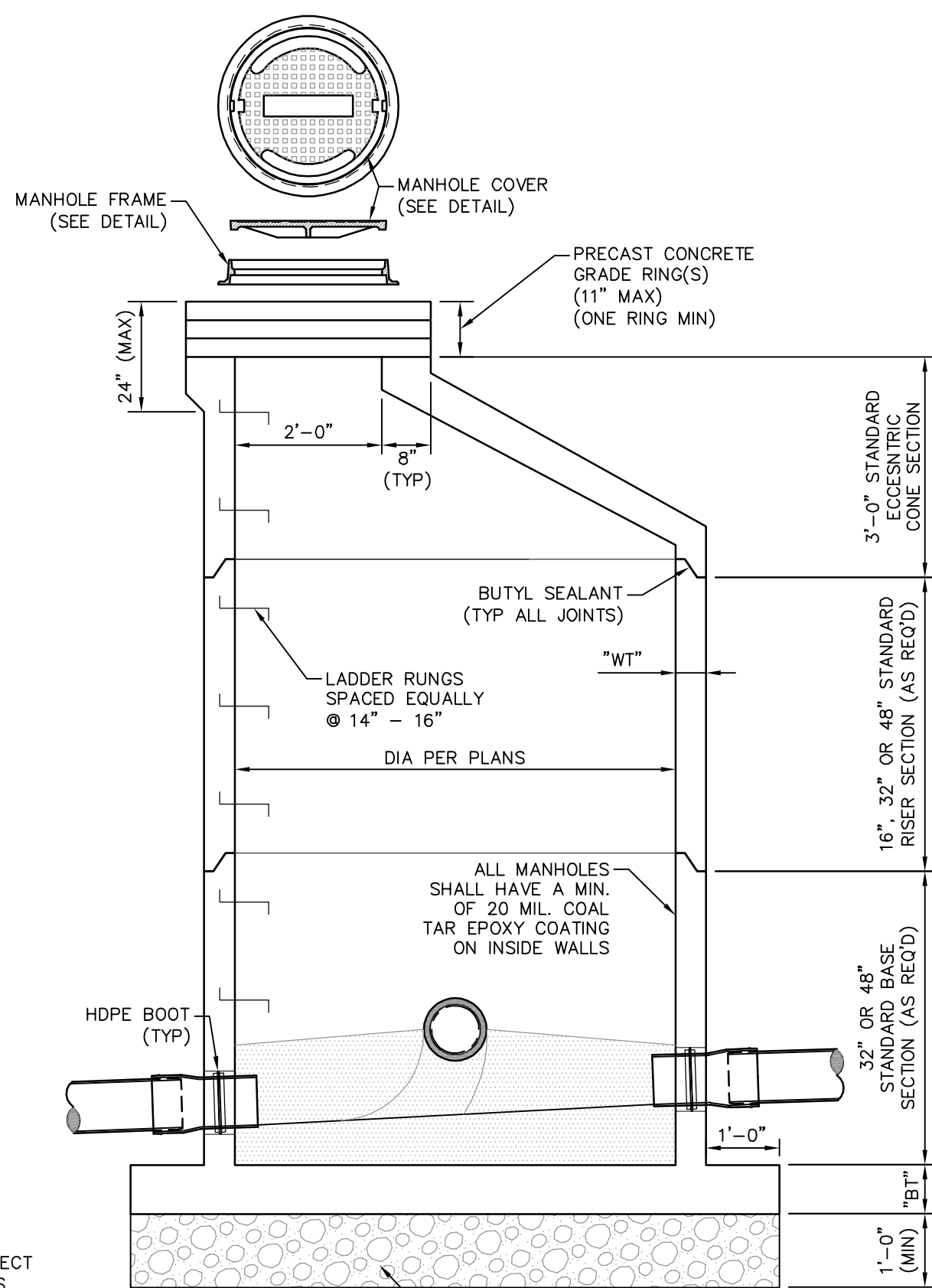
PIPE SIZE	ANGLE	MIN. BASE ϕ	"R"*
8" – 12"	0° – 90°	48"	18"
15"	0° – 60°	60"	22"
15"	60° – 90°	60"	22"
18"	0° – 90°	60"	27"
18"	60° – 90°	60"	22"
21"	0° – 90°	60"	31"
21"	60° – 90°	60"	28"
24"	0° – 45°	72"	36"
24"	45° – 90°	72"	27"
30"	0° – 60°	72"	45"
30"	60° – 90°	72"	32"
36"	0° – 30°	84"	54"

MANHOLE DIA (INCHES)	(WT) MINIMUM WALL THICKNESS (INCHES)	(BT) MINIMUM BASE THICKNESS (INCHES)
48	5	6
60	6	8
72	7	8
96	8	8

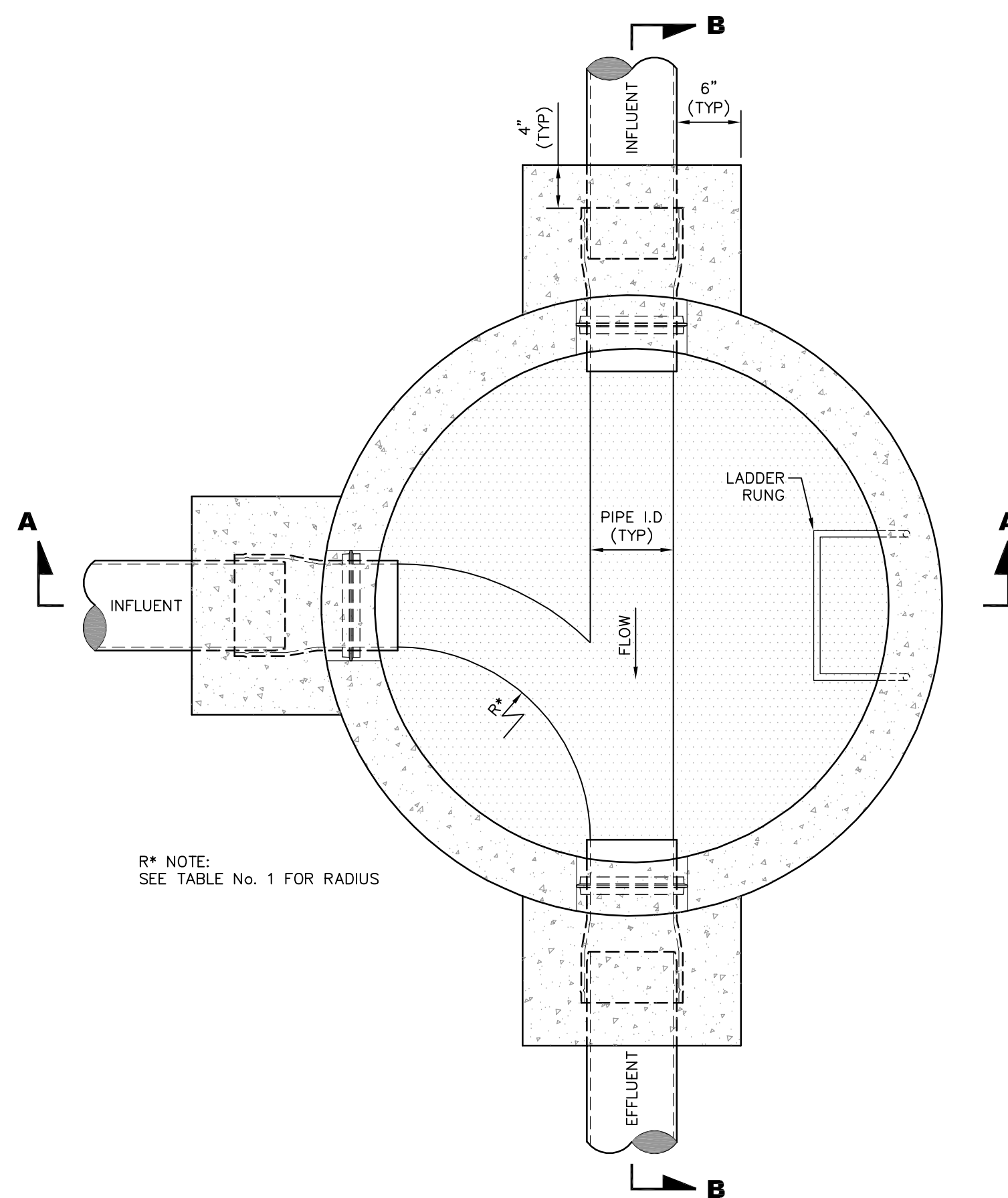


TYPICAL TRENCH IN NON-PAVED AREAS DETAIL

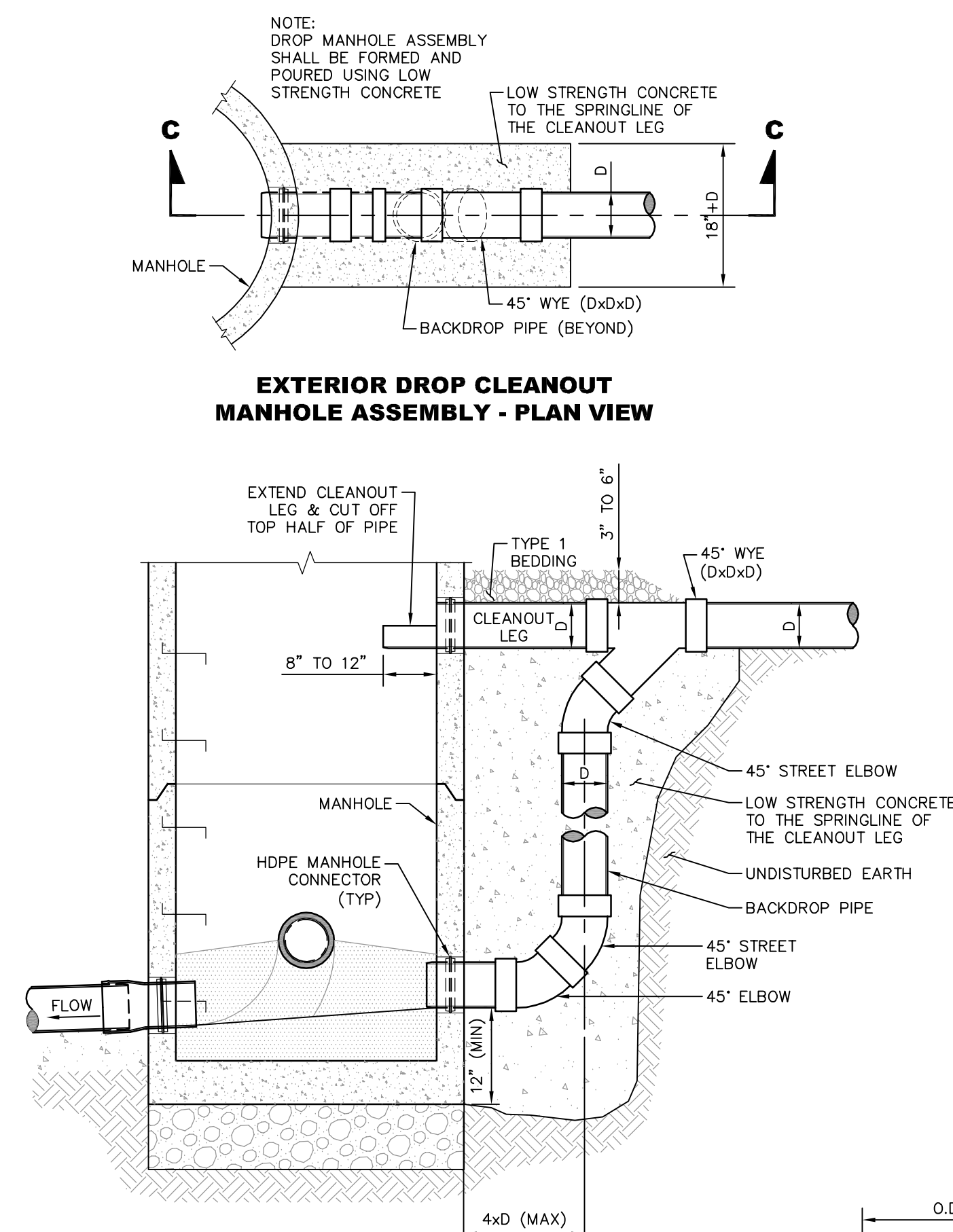
NOTE: TRENCH WIDTHS SHALL BE MINIMIZED BY THE CONTRACTOR TO ONLY NECESSARY FOR CONSTRUCTION AS DETERMINED BY THE ENGINEER.



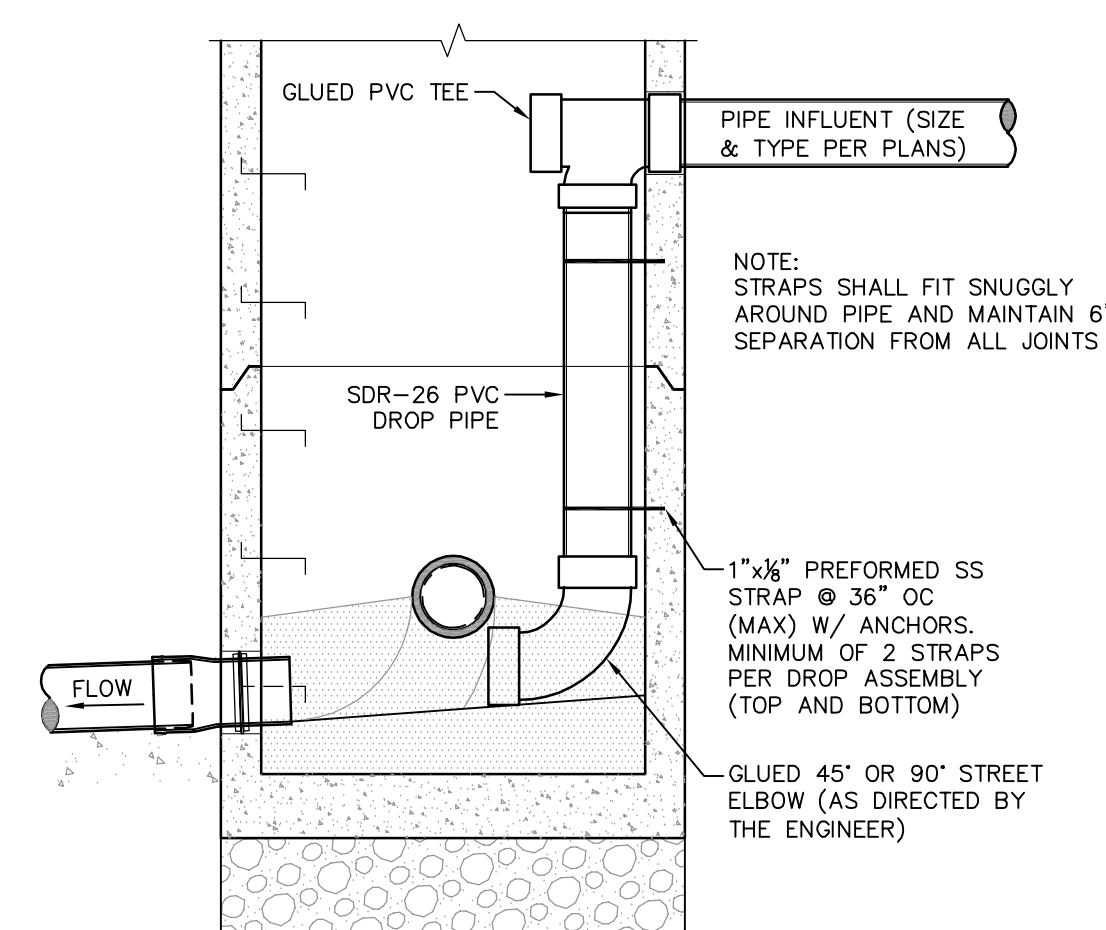
TYPICAL MANHOLE SECTION



R* NOTE:
SEE TABLE No. 1 FOR RADIUS



**EXTERIOR DROP CLEANOUT
MANHOLE ASSEMBLY - PLAN VIEW**

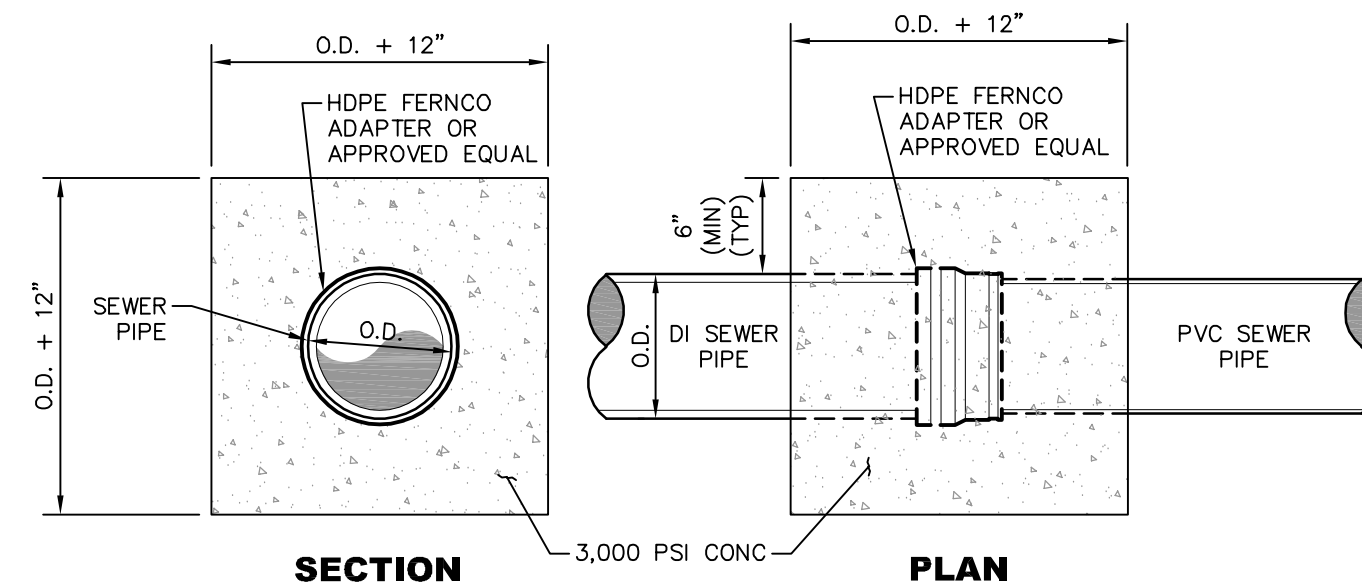


DETAIL "A"
TYPICAL INTERIOR DROP
CLEANOUT ASSEMBLY ELEVATION

DROP CLEANOUT NOTES:

DROP CLEANOUT NOTES:

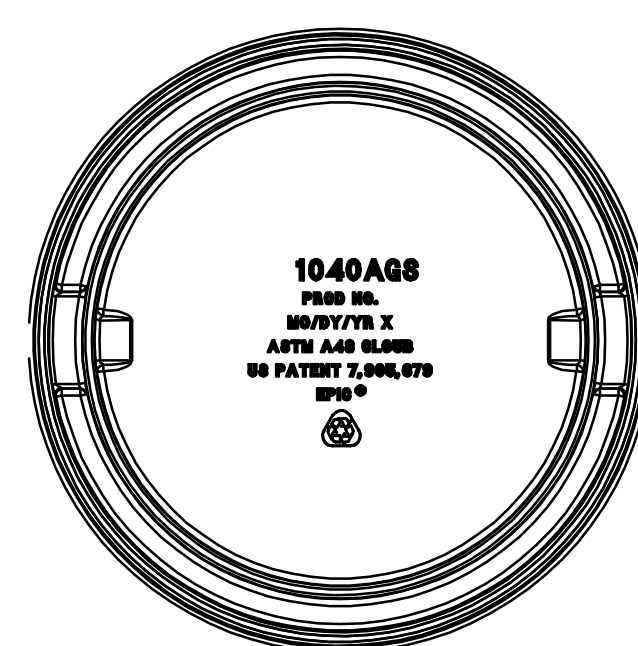
1. USE DETAIL "A" SHOWN ABOVE, ONLY WHERE A SINGLE 8" DROP ASSEMBLY CONNECTION INSIDE 48" DIA. MANHOLE IS REQUIRED. FOR MULTIPLE DROP CONNECTIONS INSIDE A 48" MANHOLE USE DETAIL "B", SHOWN AT LEFT. FOR MULTIPLE DROP CONNECTION ASSEMBLIES IN LARGER DIAMETER MANHOLES THE DROP CONNECTIONS SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER.
2. ALL HARDWARE SHALL BE STAINLESS STEEL.
3. ALL APPURTENANCES REQUIRED FOR A COMPLETE DROP CONNECTION ASSEMBLY SHALL BE INCLUDED IN THE BID PRICE.



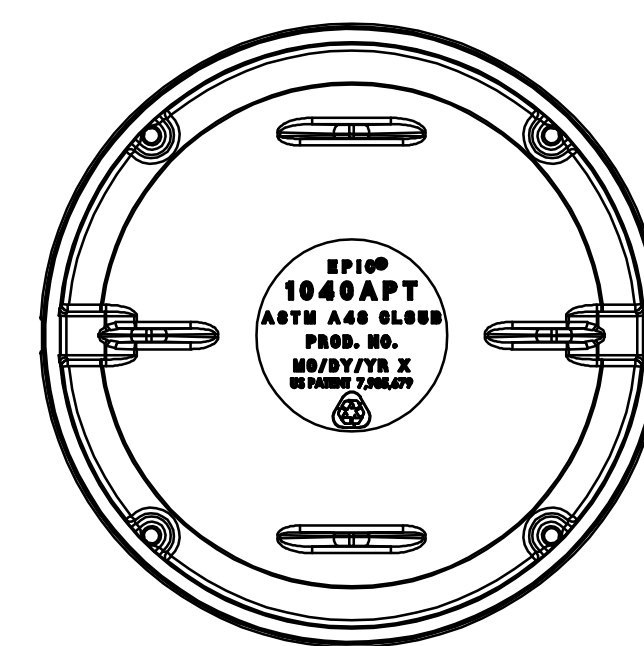
SECTION

PLAN

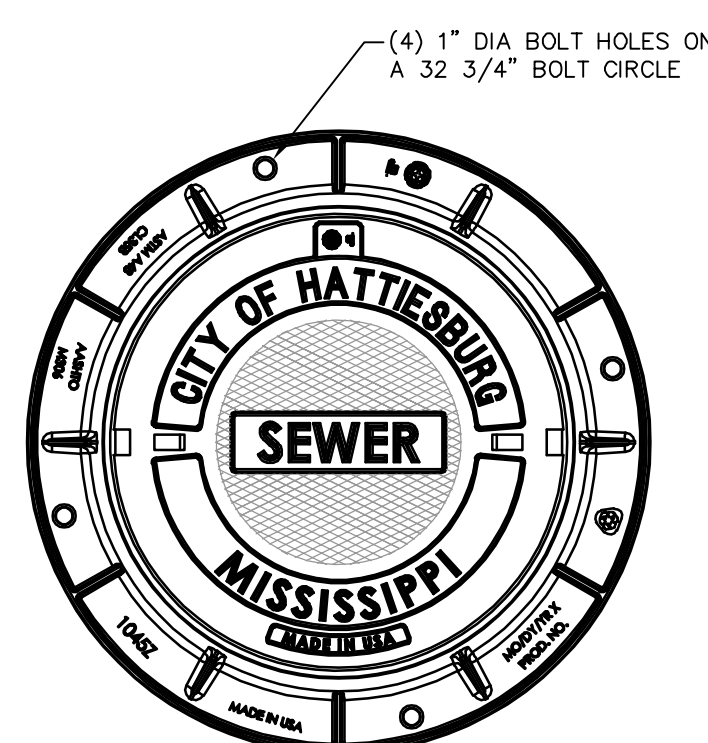
TYPICAL PVC SEWER PIPE TO SAME SIZE DUCTILE IRON SEWER PIPE CONNECTION



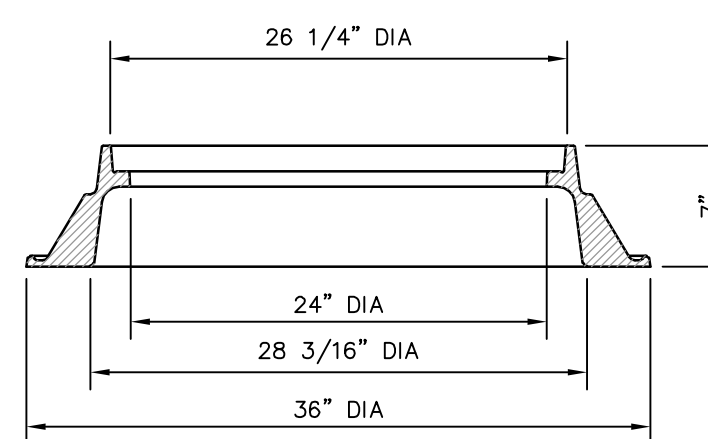
INVERTED PLAN COVER



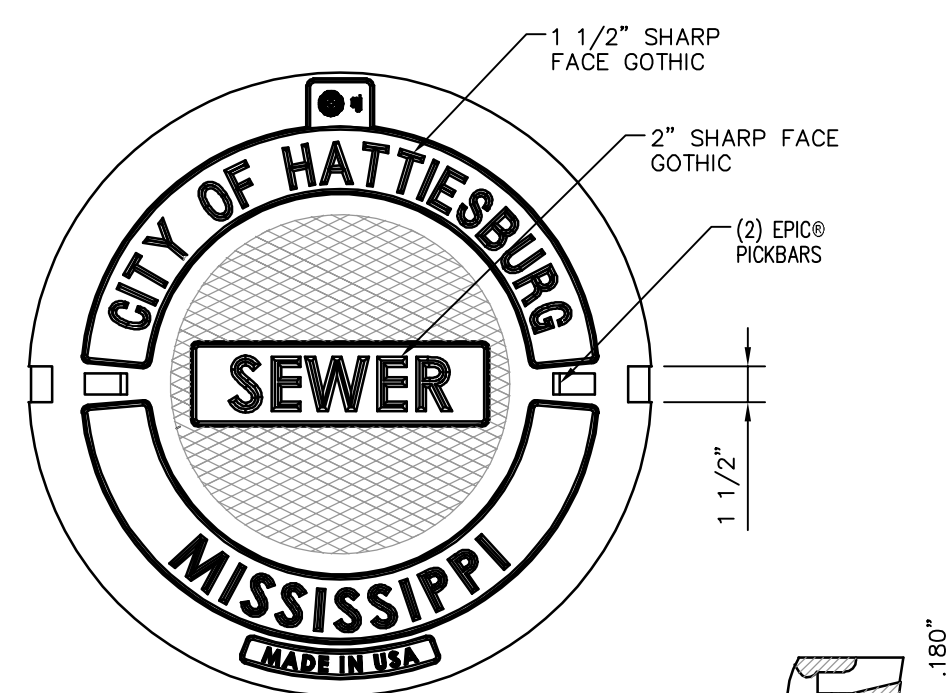
INVERTED PLAN COVER



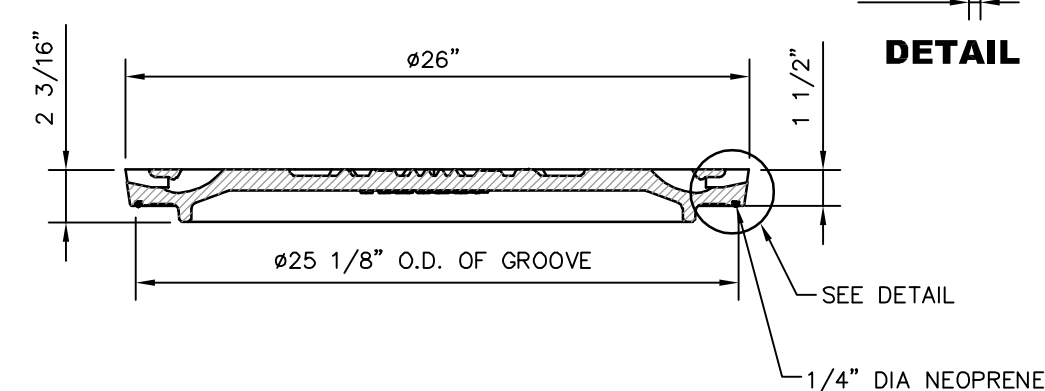
PLAN WITH FRAME



RING SECTION



PLAN COVER

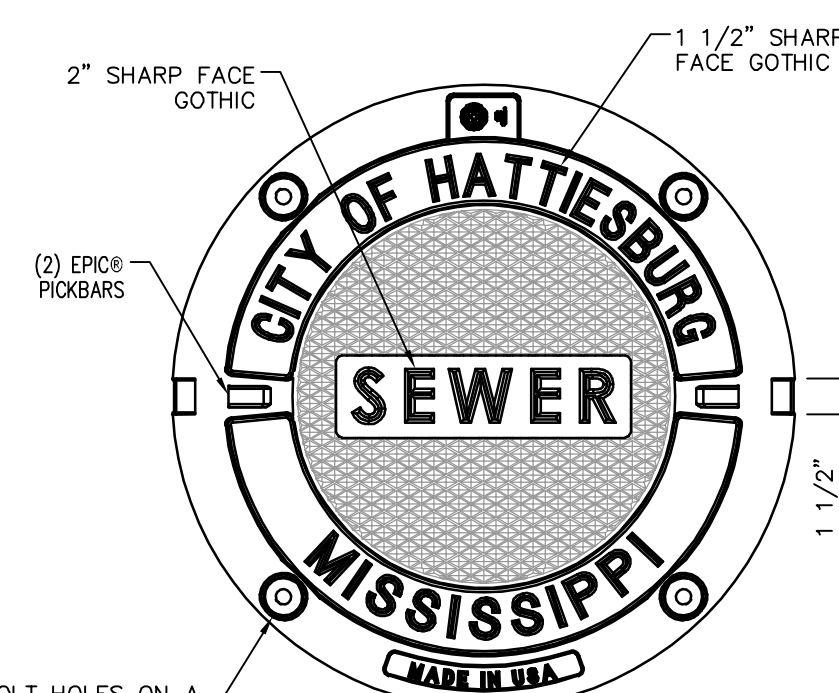


COVER SECTION

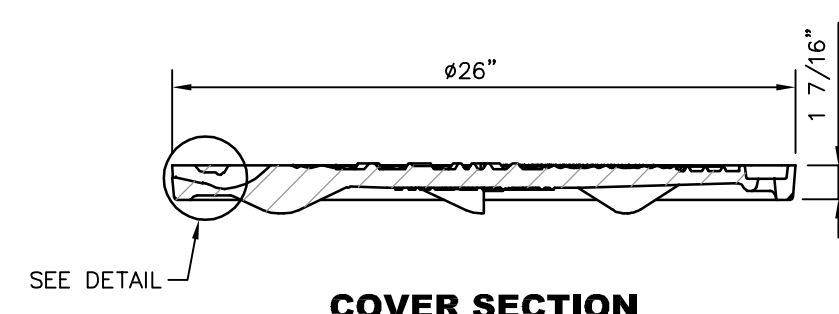
HEAVY DUTY COVER & FRAME 1040AGS OR USF 370
WITH HERBERT BAGNET & WEIGHTED VEST SHOWN

WITH NEOPRENE GASKET & WITHOUT HOLES ONLY

MANHOLE COVER DETAILS

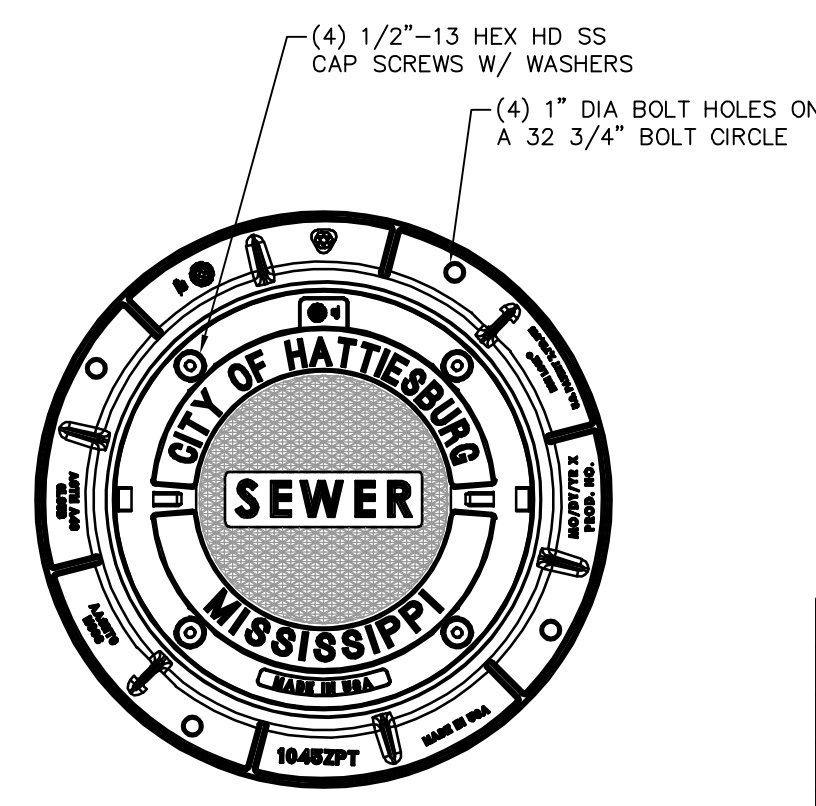


PLAN COVER

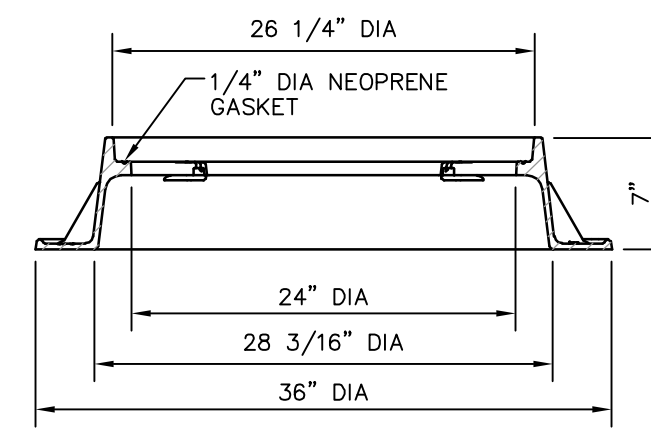


COVER SECTION

HEAVY DUTY WATERTIGHT COVER & FRAME



PLAN WITH FRAME

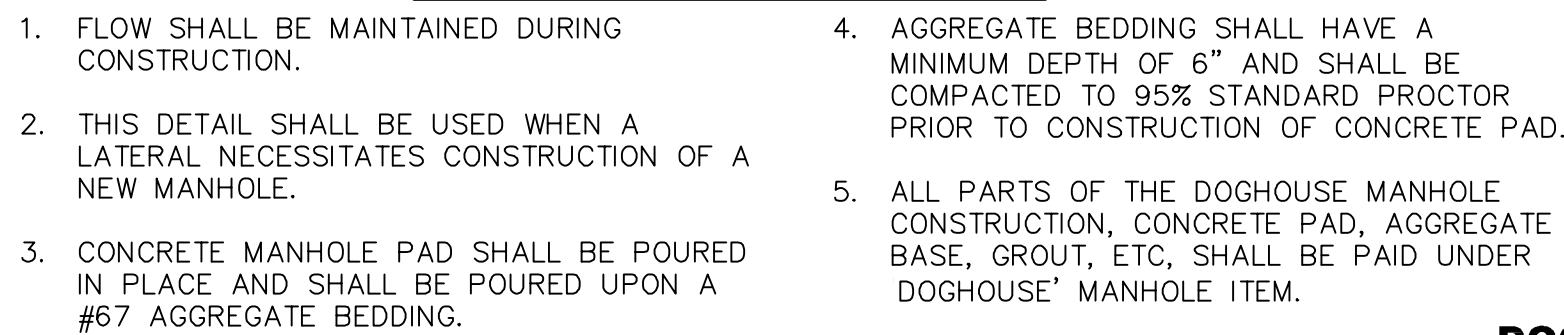


RING SECTION

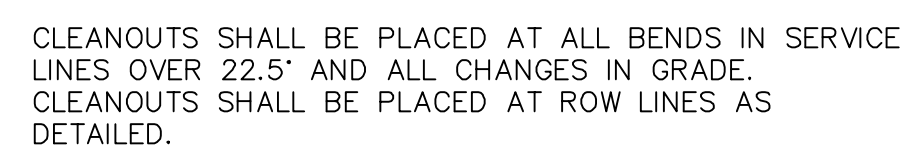
GENERAL NOTES:

1. ALL MANHOLES SHALL BE STANDARD PRECAST WITH EXTENDED BASES, UNLESS OTHERWISE DIRECTED. FLEXIBLE JOINT AND OUTLET CONNECTION BOOTS REQUIRED ON ALL PIPES AND FORCE MAINS.
2. ALL ELEMENTS SHALL CONFORM TO PRECAST MANHOLE SPECIFICATION. A.S.T.M. C-478 LATEST REVISION.
3. PRECAST CONCRETE RINGS SHALL BE USED TO BRING MANHOLE FRAME AND COVER TO GRADE USE (11" MAX. RISE).
4. MANHOLES IN PAVED AREAS SHALL BE FURNISHED WITH ADJUSTING RINGS.

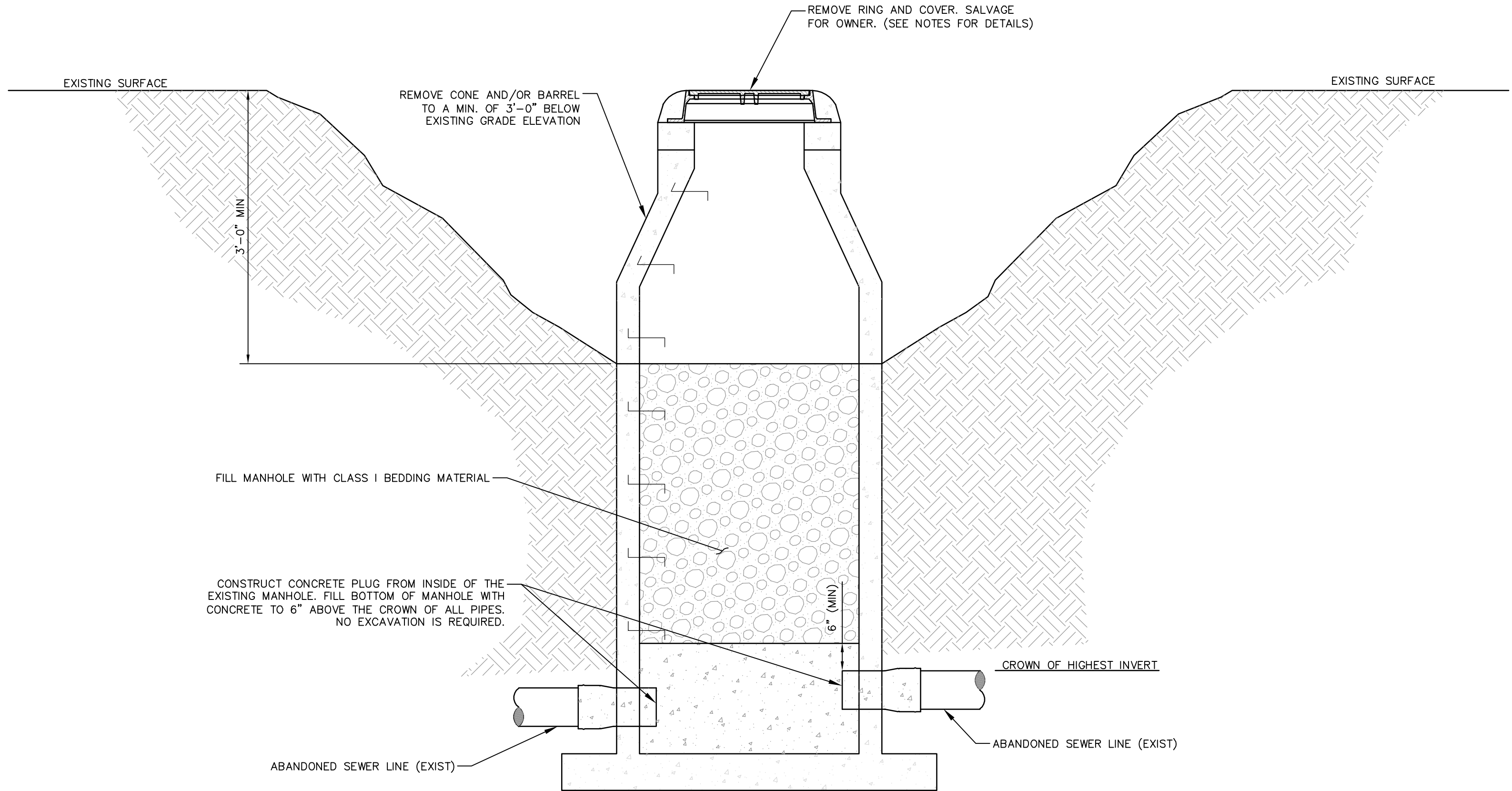
NO.	DATE	DESCRIPTION			BY
SEWER INSTALLATION DETAILS					
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS - PHASE					
CITY OF HATTIESBURG					
FORREST COUNTY, MISSISSIPPI					
					
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com					
Drawn by: RES/SLS		Checked by: SEM	Scale: NONE		
Date: 09-26-2022		Working No. <u>SSD1</u>			
Drawing No.: 12230		Sheet No. <u>20</u>			



TYPICAL ADDITIONAL PAVING DETAIL @ FLAT TOP MANHOLE



			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS	Checked by: SEM	Scale: NONE	
Date: 06-03-2022	Working No. <u>SSD2</u>		
Drawing No. 12230	Sheet No. <u>21</u>		

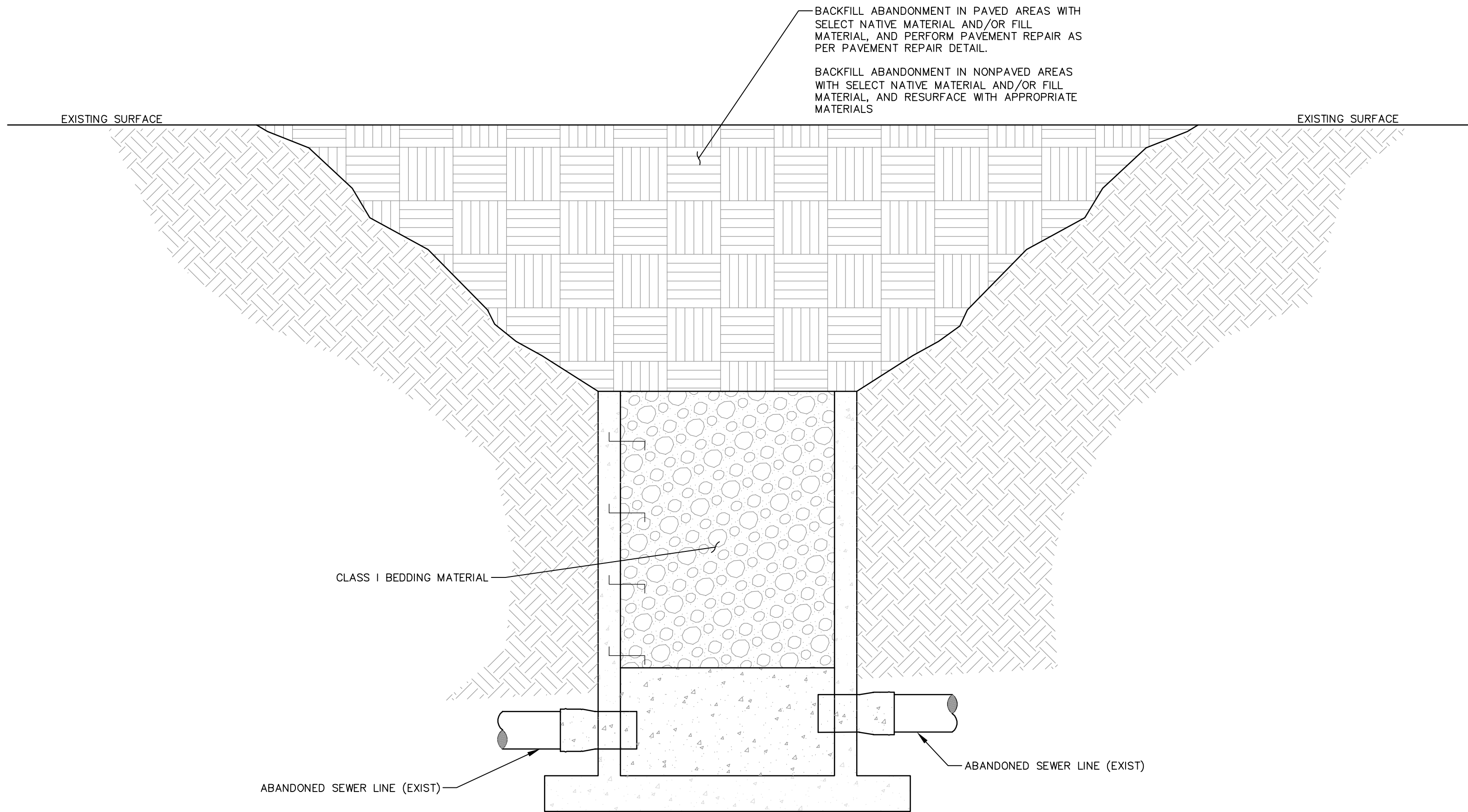


EXISTING MANHOLE ABANDONMENT DETAIL

NOT TO SCALE

SPECIAL SEWER ABANDONMENT / REMOVAL NOTES:

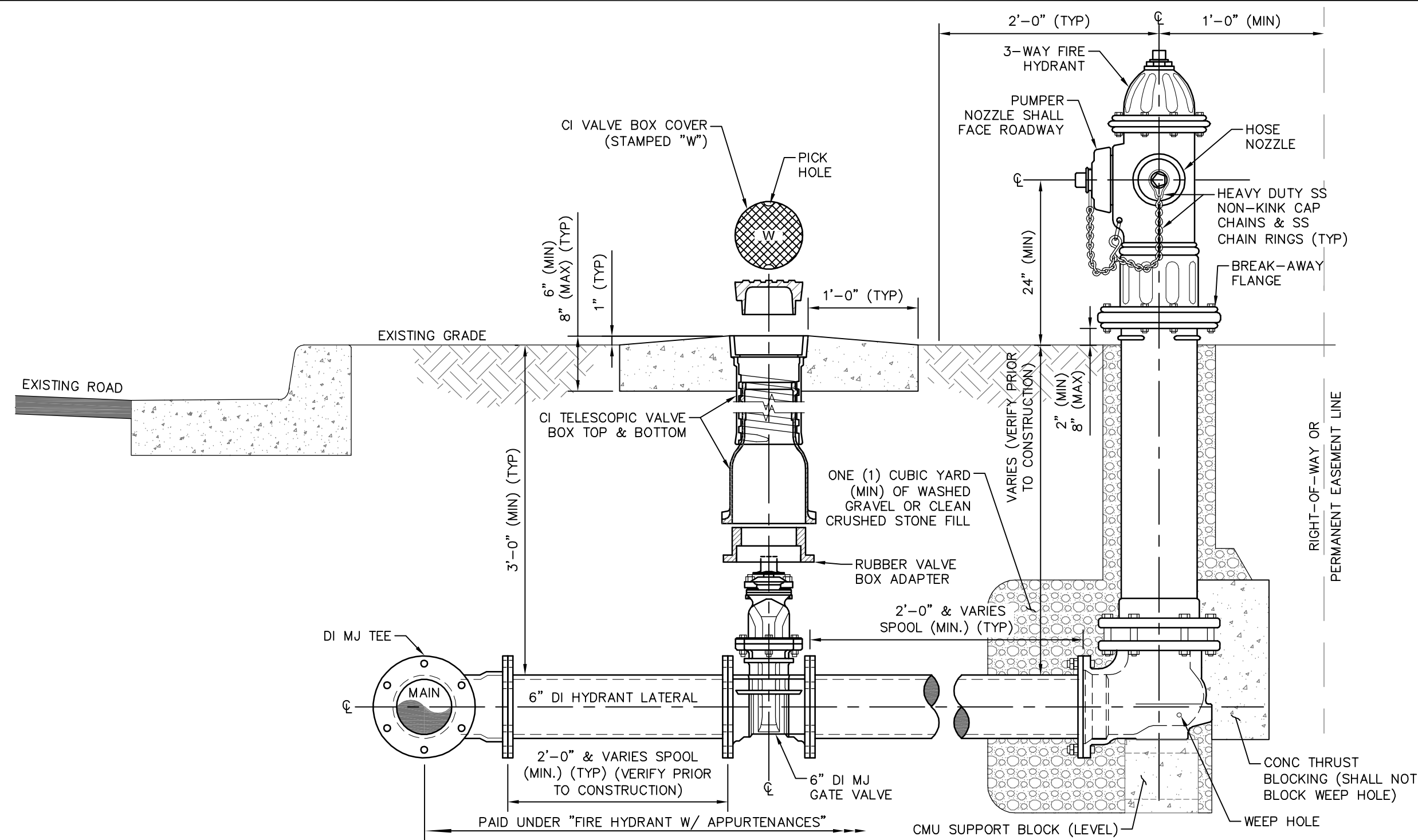
1. ALL EXISTING MANHOLES NOTED TO BE REMOVED SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED, SHALL BE PAID FOR PER EACH AND SHALL BE MODIFIED AS FOLLOWS:
 - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 2.2. REMOVE COVER, FRAME AND THE TOP 36" OF MANHOLE STRUCTURE. DISPOSE OF REMOVED OBJECTS APPROPRIATELY.
 - 2.3. FILL BOTTOM OF MANHOLE WITH CONCRETE, MINIMUM 6" ABOVE THE CROWN OF ALL PIPES.
 - 2.4. FILL THE MANHOLE WITH CLASS I BEDDING MATERIAL.
 - 2.5. BACKFILL WITH NATIVE SOIL MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. (NO SEPARATE PAY)
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED SHALL BE PAID FOR BY LINEAR FOOT AND SHALL BE MODIFIED AS FOLLOWS:
 - 4.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
 - 4.3. PLUG ENDS.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH THE NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
6. MANHOLE RINGS AND COVERS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL ITEMS SALVAGED ITEMS SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)



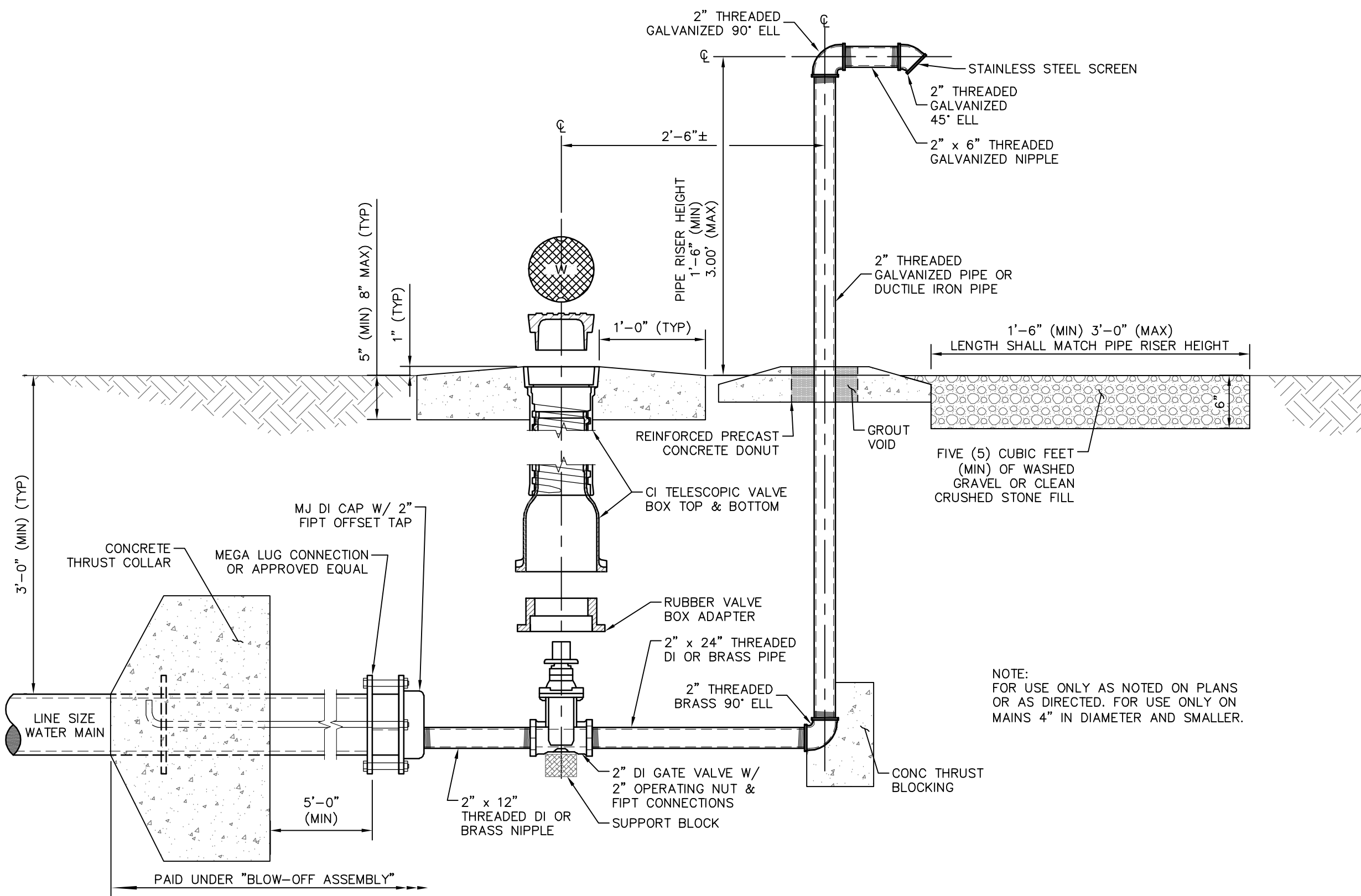
EXISTING MANHOLE ABANDONMENT COMPLETE DETAIL

NOT TO SCALE

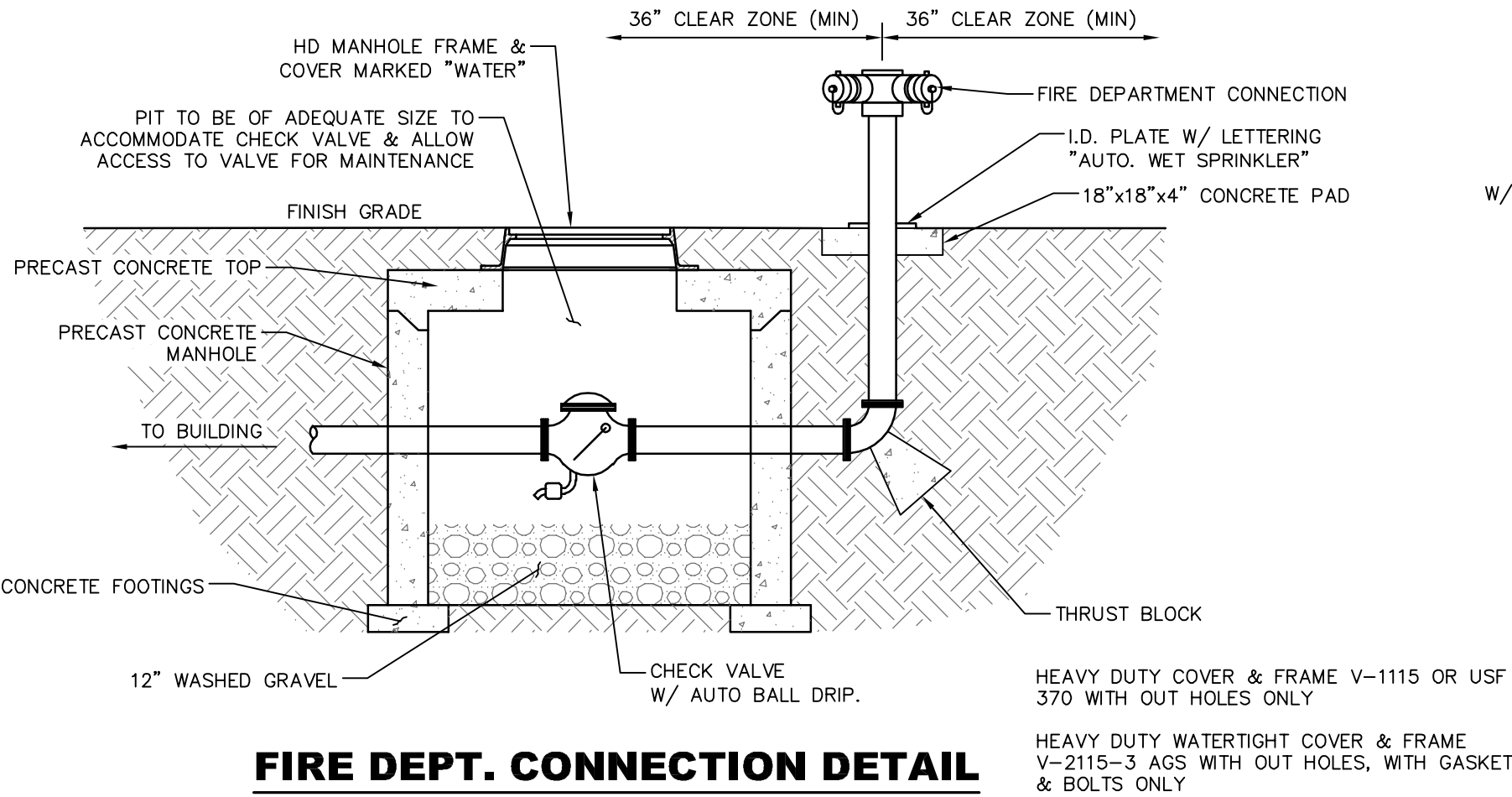
NO.	DATE	DESCRIPTION	BY
SEWER ABANDONMENT DETAILS			
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS - PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by:	RES/SLS	Checked by:	SEM Scale: NONE
Date:	06-03-2022	Working No.:	ABN1
Drawing No.:	12230	Sheet No.:	22



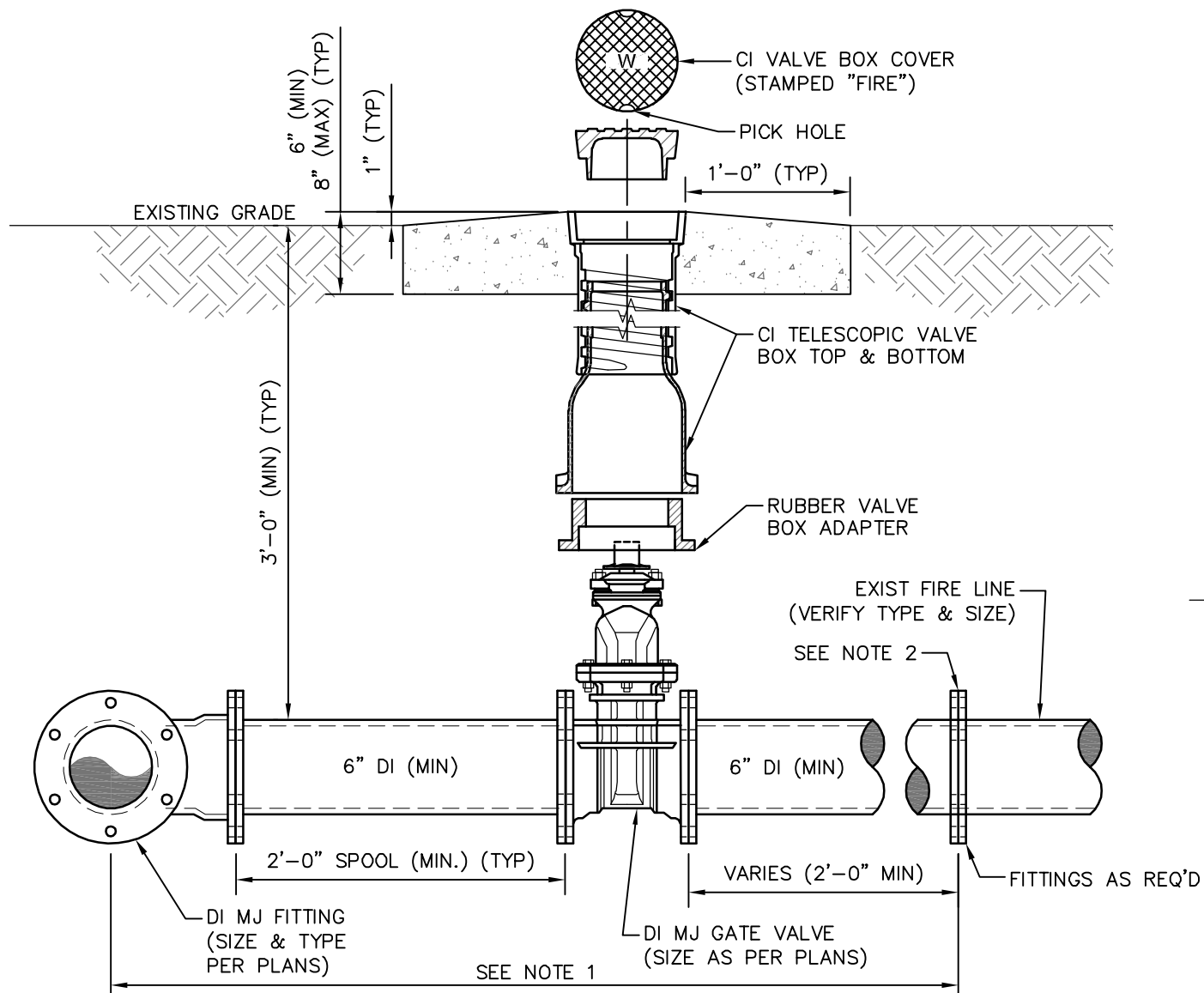
TYPICAL FIRE HYDRANT DETAIL



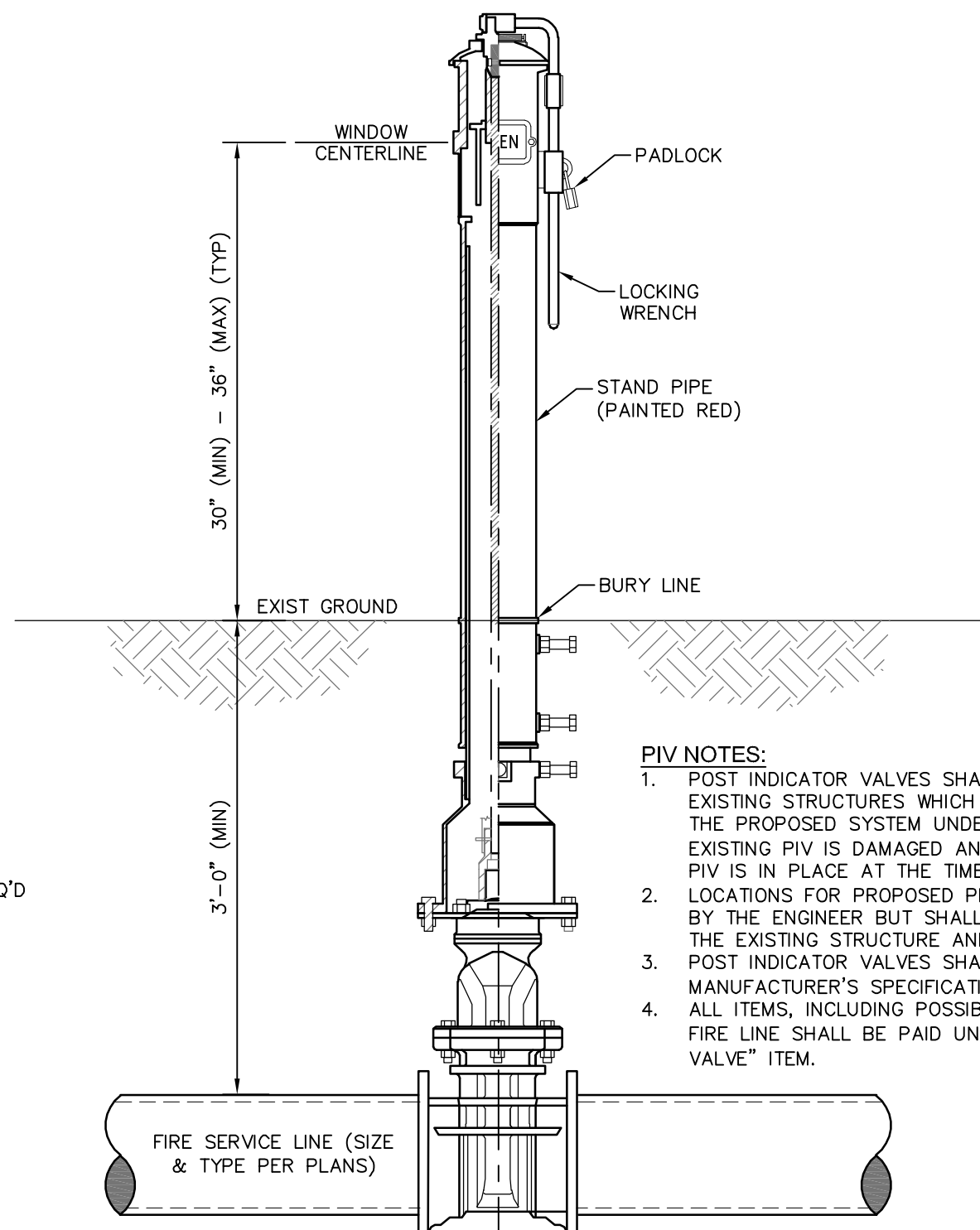
TYPICAL END OF LINE BLOW-OFF ASSEMBLY DETAIL



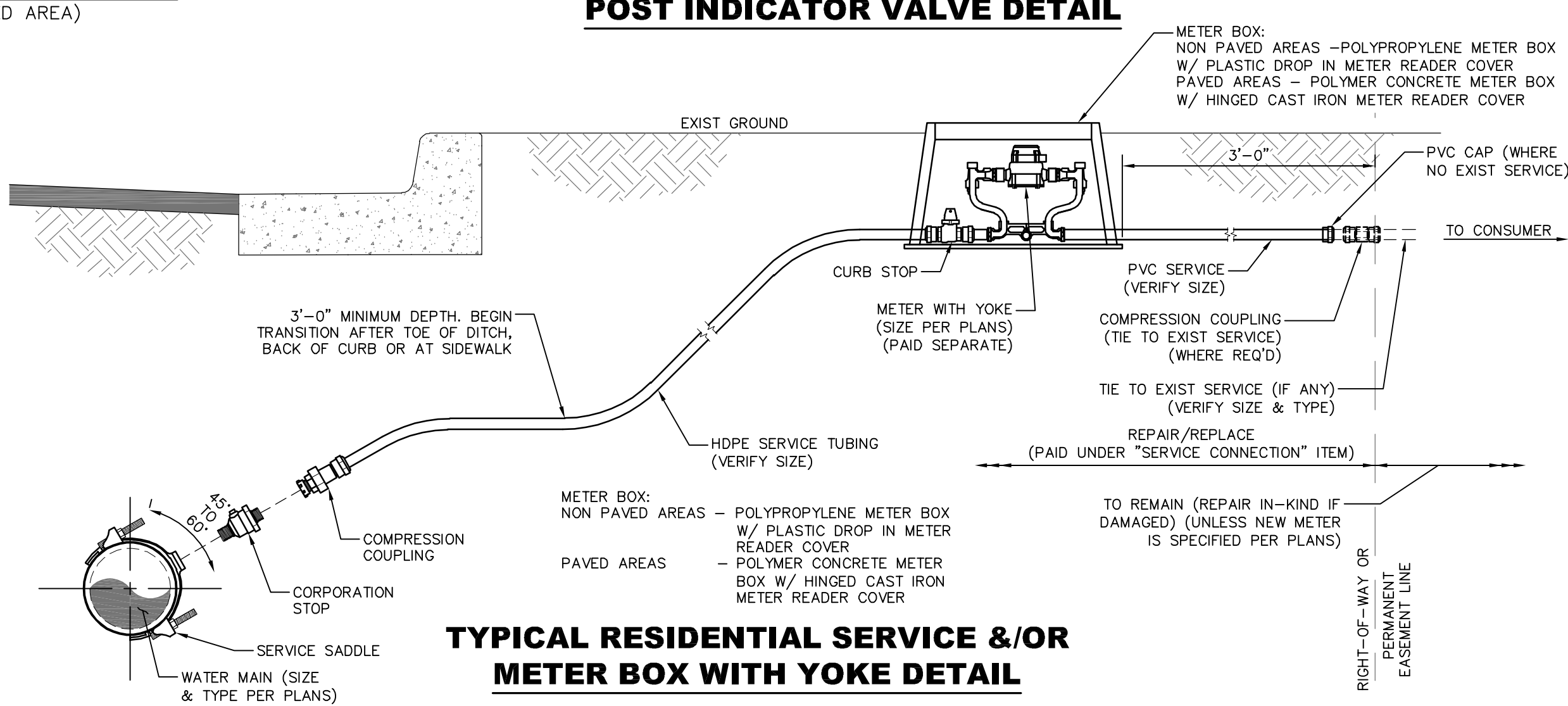
FIRE DEPT. CONNECTION DETAIL



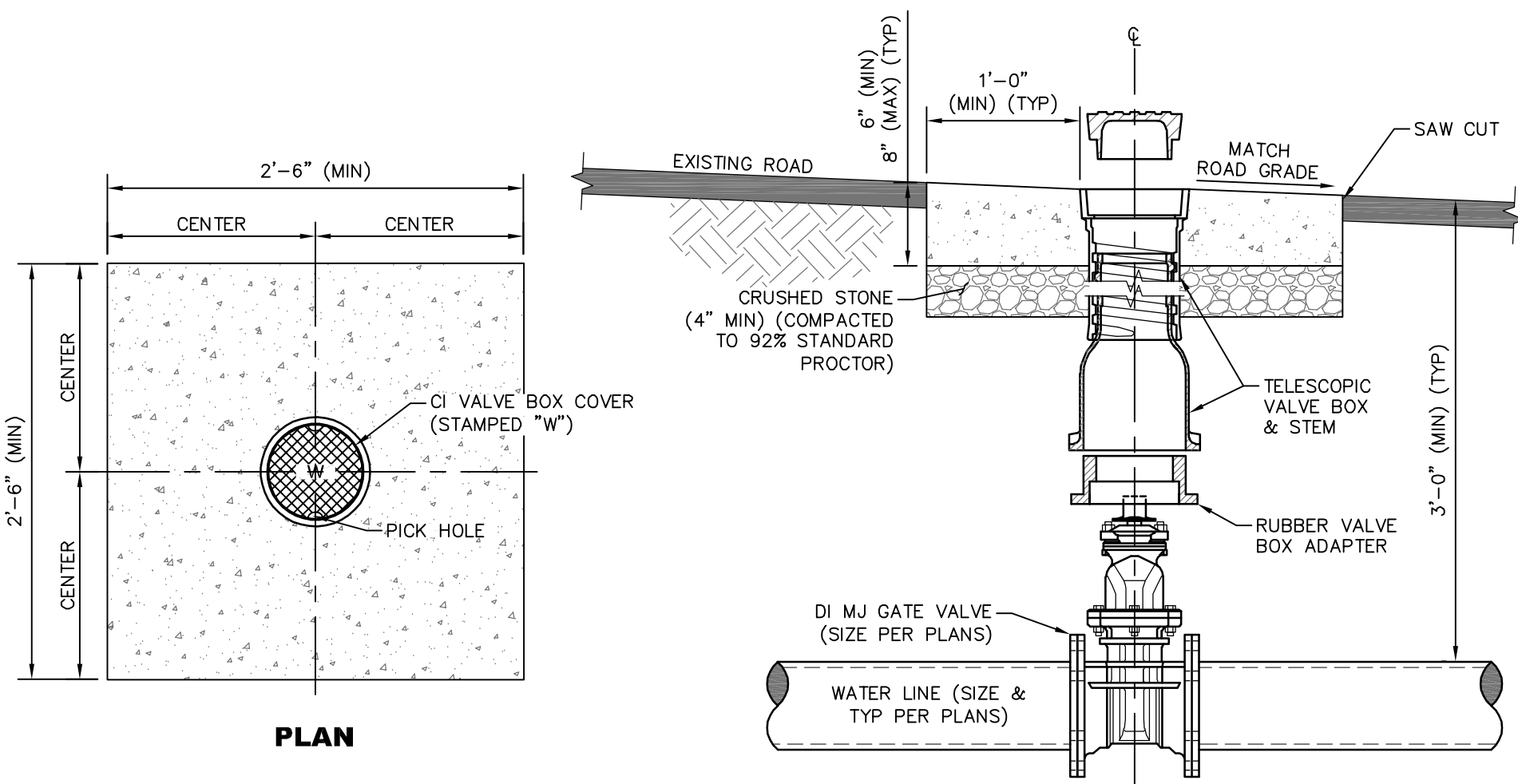
FIRE SUPPRESSION SYSTEM CONNECTION DETAIL
(UNPAVED AREA)



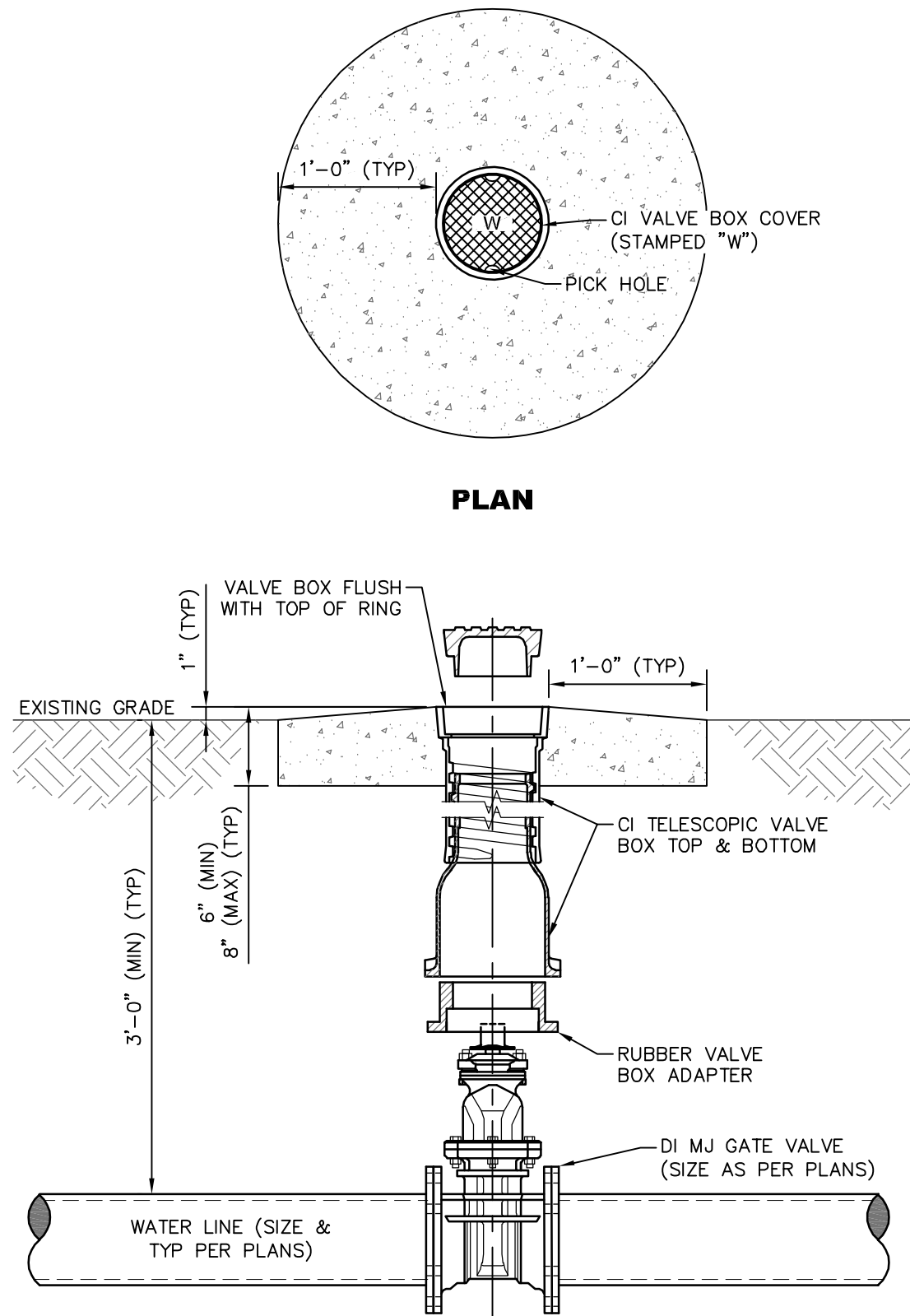
POST INDICATOR VALVE DETAIL



TYPICAL RESIDENTIAL SERVICE &OR
METER BOX WITH YOKE DETAIL



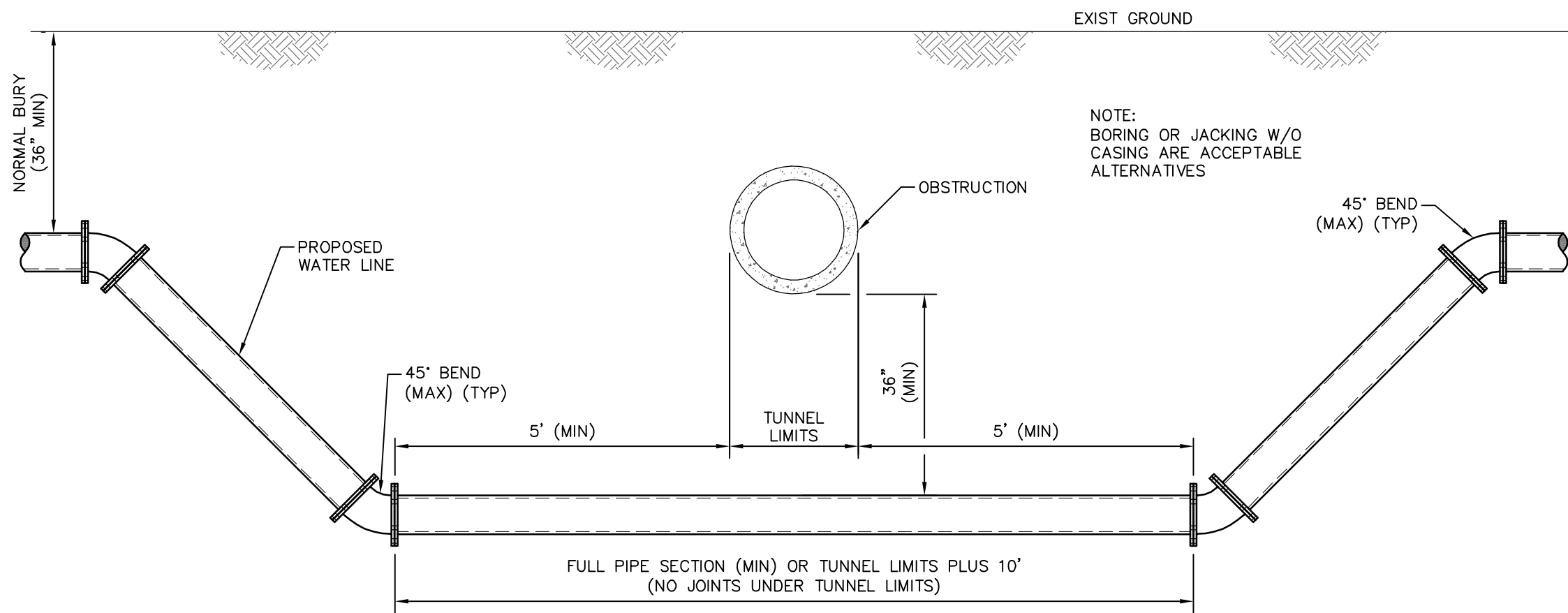
GATE VALVE DETAIL
(PAVED AREA)



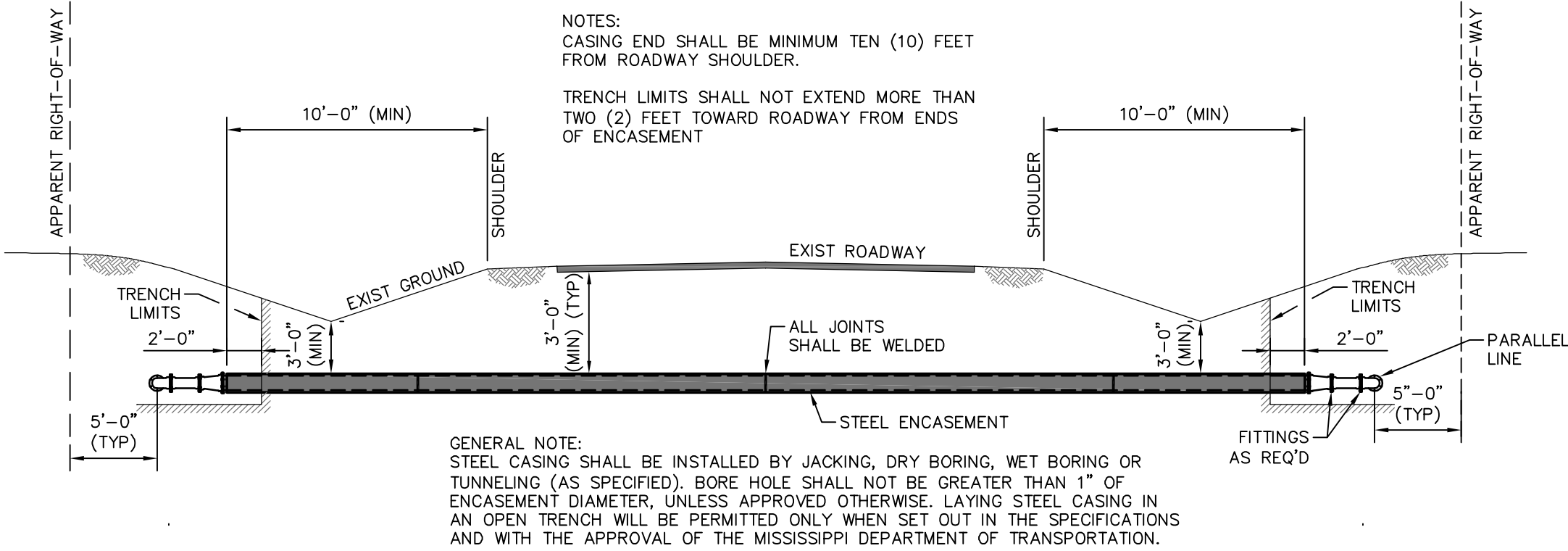
SECTION
GATE VALVE DETAIL
(UNPAVED AREA)

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS - PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS	Checked by: SEM	Scale: NONE	
Date: 09-26-2022	Working No.: WTRD1		
Drawing No.: 12230	Sheet No.: 23		

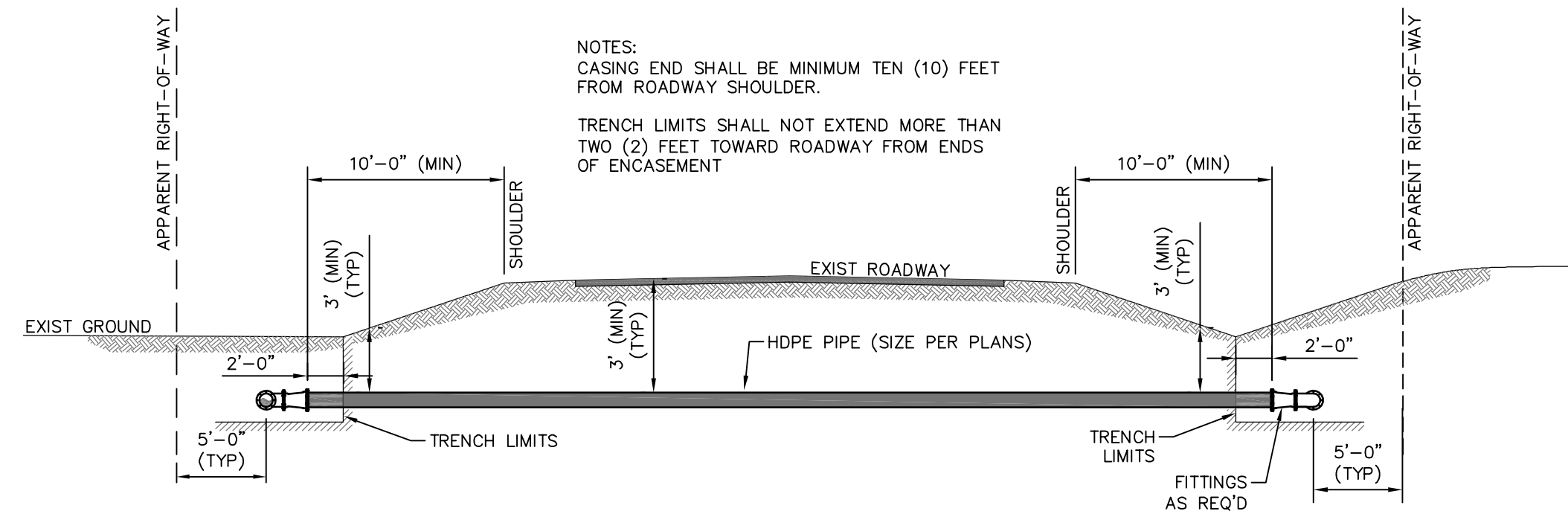
G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase 14 - Design\12230 CAD Files\12230_Wr_DWG_x2.dwg, WTRD2, 9/26/2022 12:27:42 PM



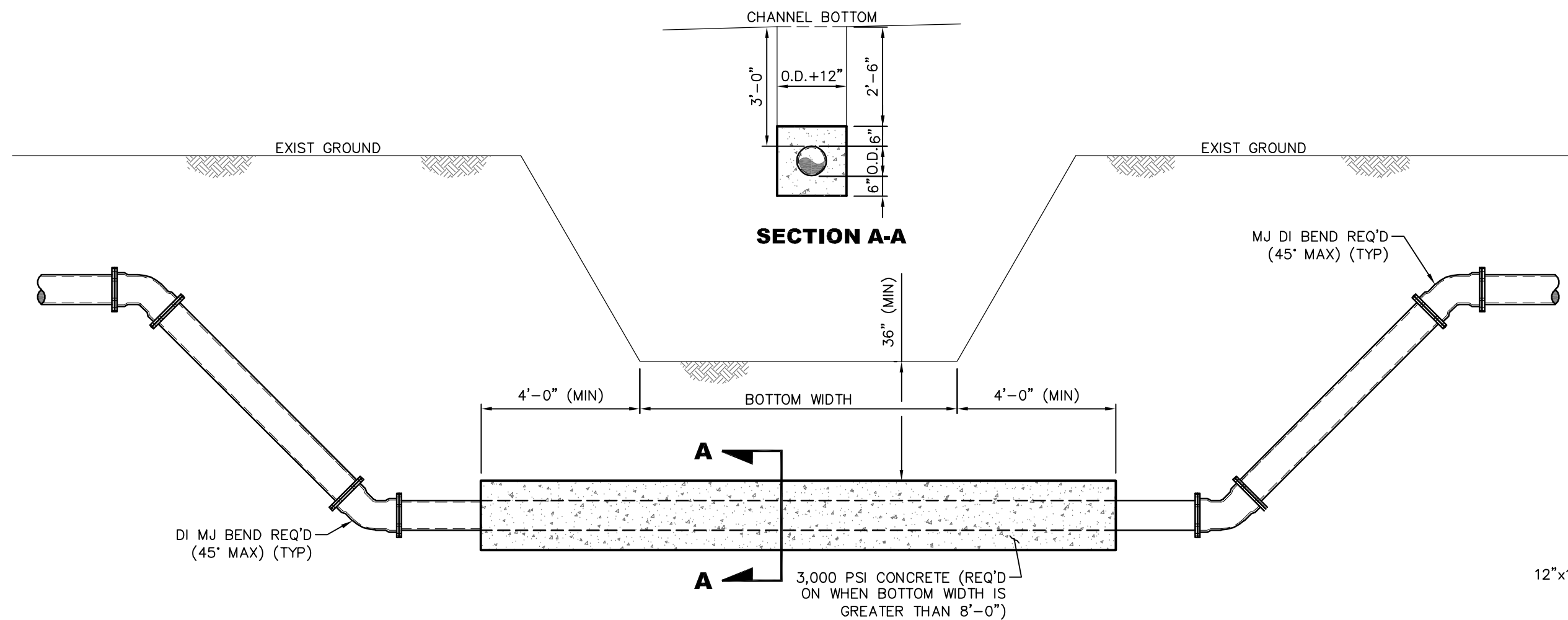
OBSTRUCTION CROSSING DETAIL



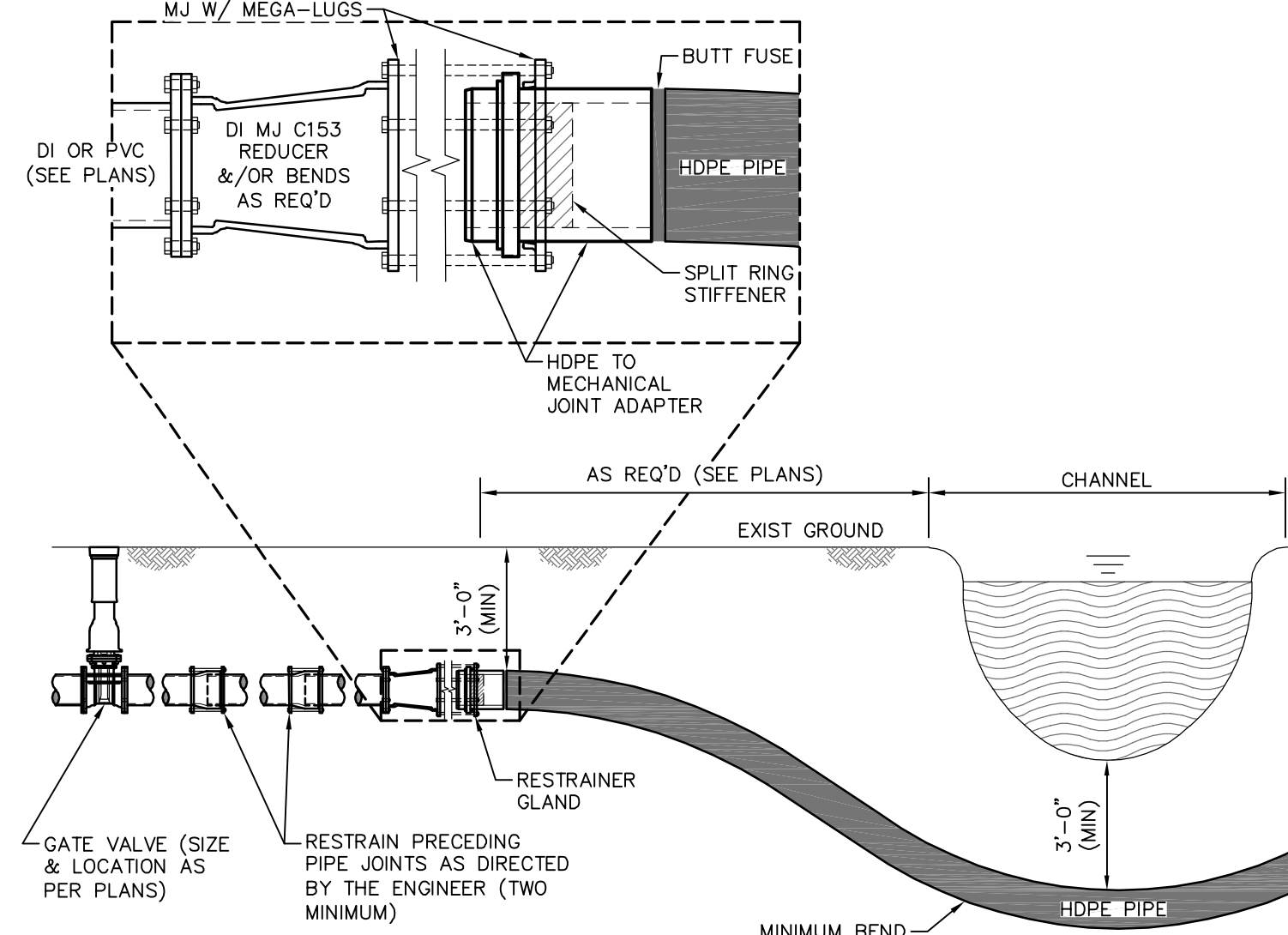
BORED ROADWAY CROSSING & WATER LINE PARALLELING



HDPE DIRECTIONAL BORE ROADWAY CROSSING & WATER LINE PARALLELING

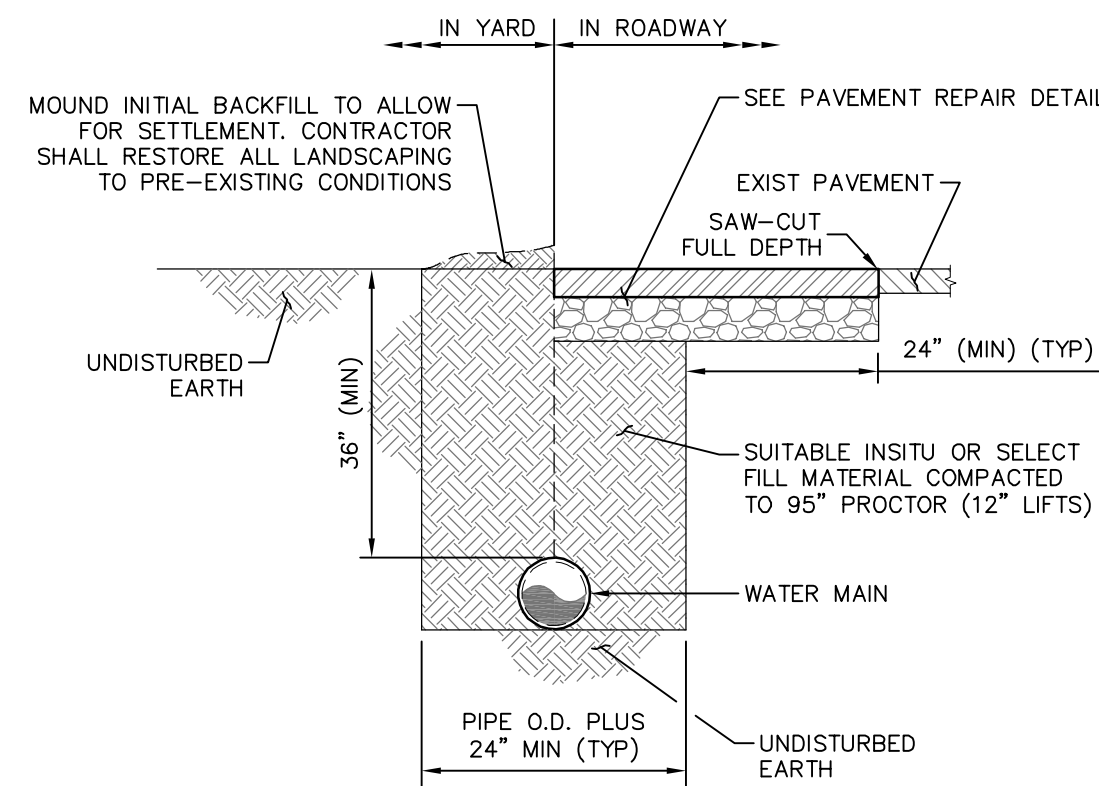


OPEN CUT DRY CHANNEL CROSSING DETAIL (NON-PAVED)

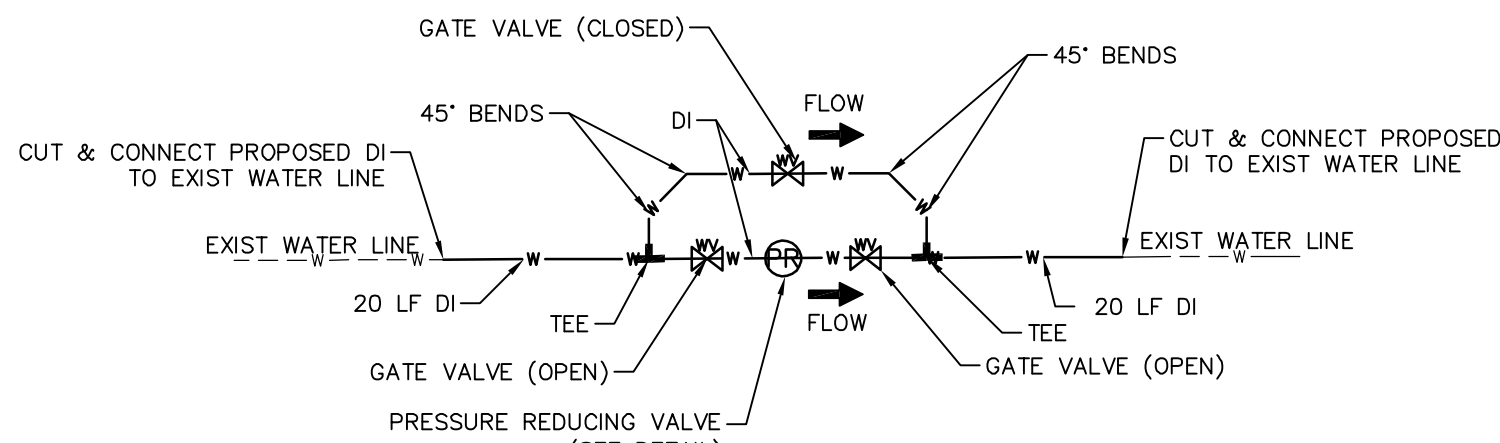


DIRECTIONAL BORE CHANNEL CROSSING DETAIL

(LEFT HALF SHOWN, RIGHT HALF SIMILAR)

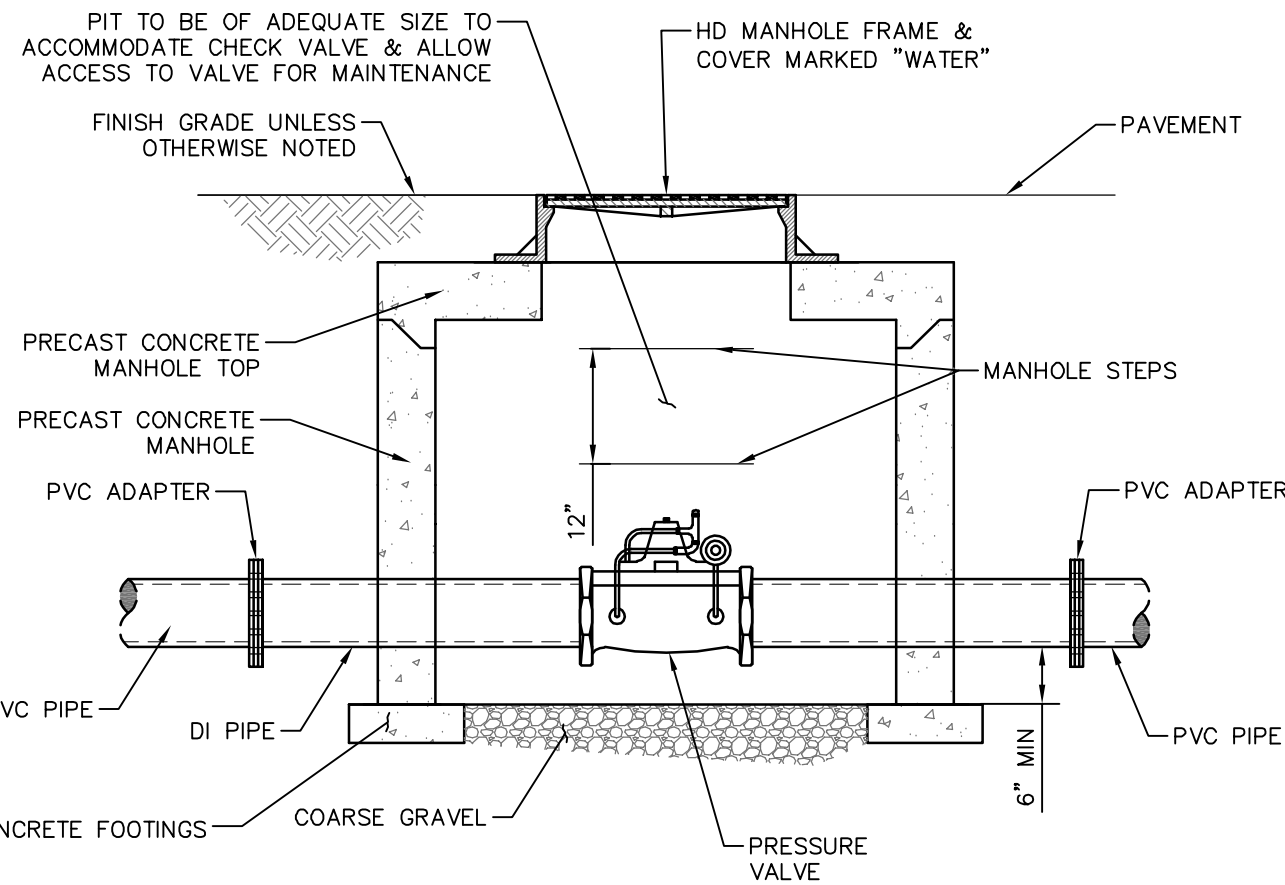


TYPICAL TRENCH DETAIL



PRESSURE REDUCING VALVE WITH BYPASS DETAIL

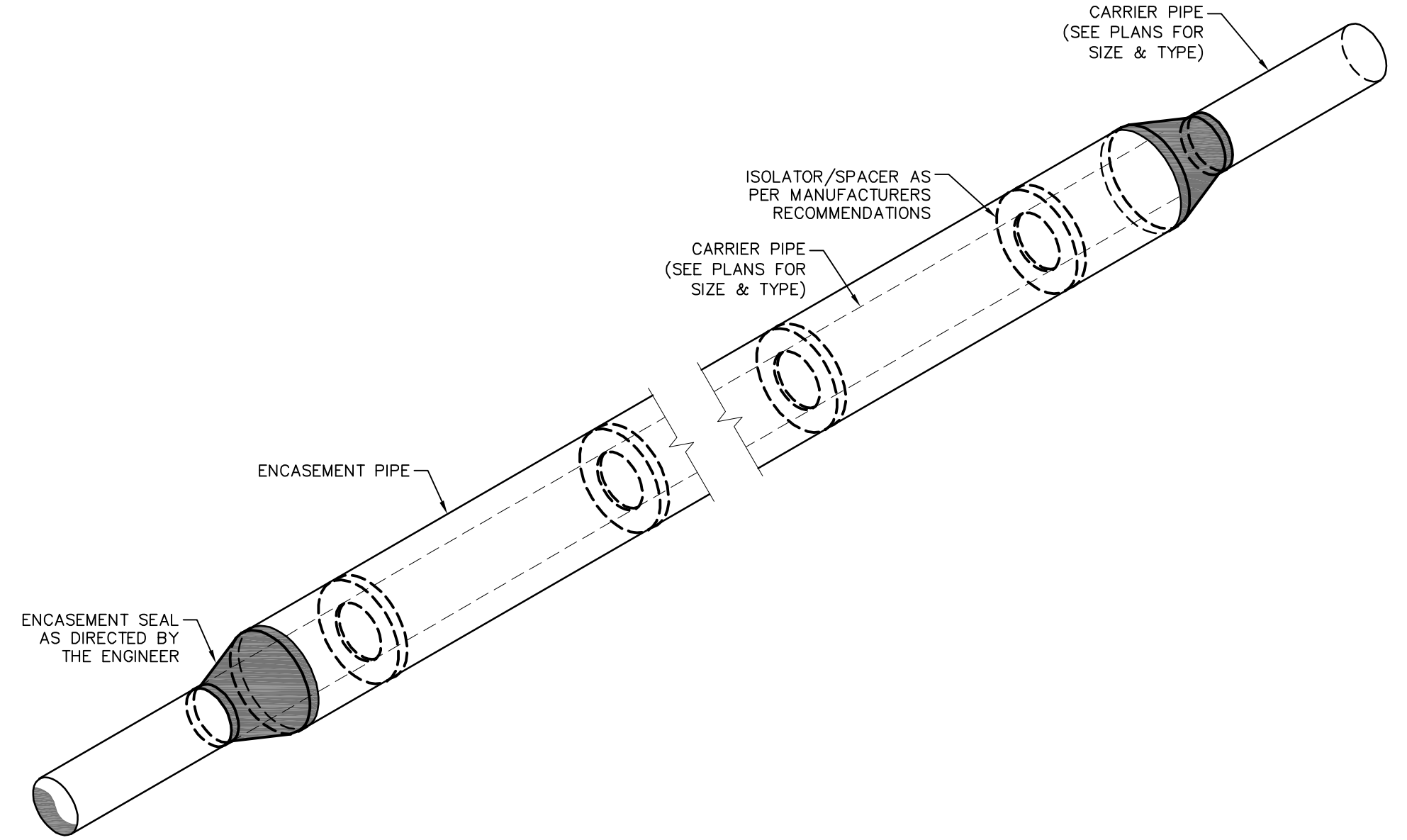
NOTE:
ALL ITEMS SHOWN IN DETAIL ARE INCLUDED
IN PRESSURE REDUCING VALVE BID ITEM.



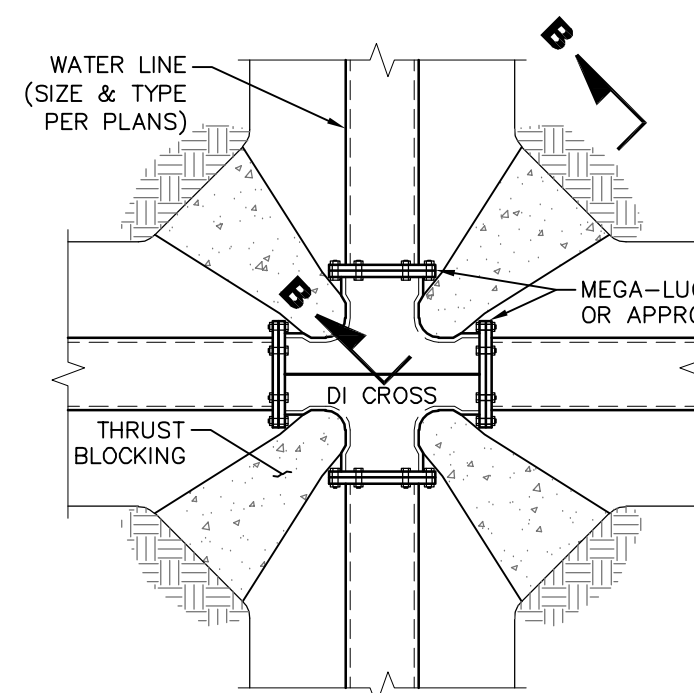
HEAVY DUTY COVER & FRAME V-1115 OR USF 370 WITH OUT HOLES ONLY

HEAVY DUTY WATERTIGHT COVER & FRAME V-2115-3 AGS WITH OUT HOLES, WITH GASKET & BOLTS ONLY

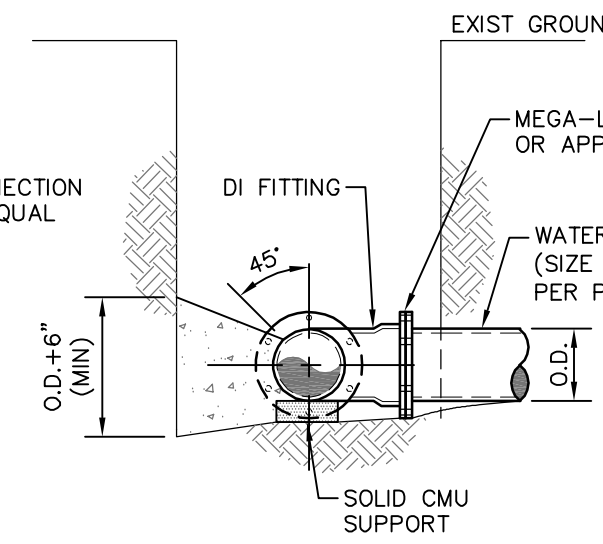
PRESSURE REDUCING VALVE DETAIL



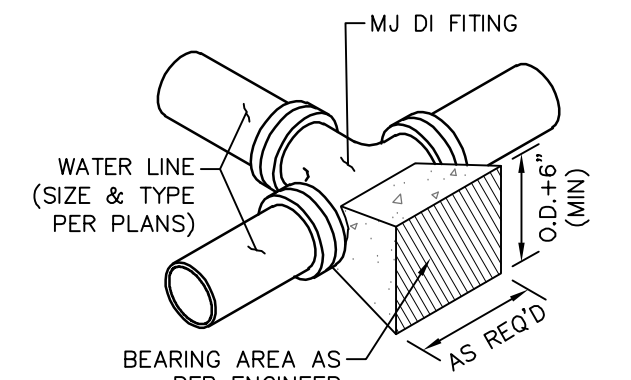
CARRIER PIPE SUPPORT IN STEEL ENCASEMENT ISOMETRIC DETAIL



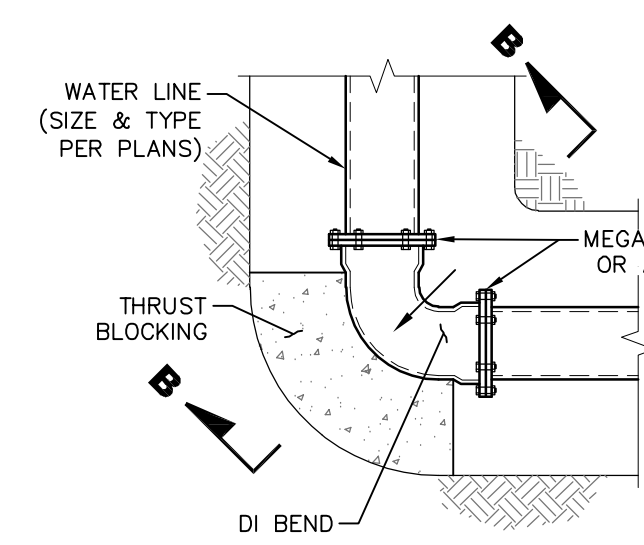
CROSSES



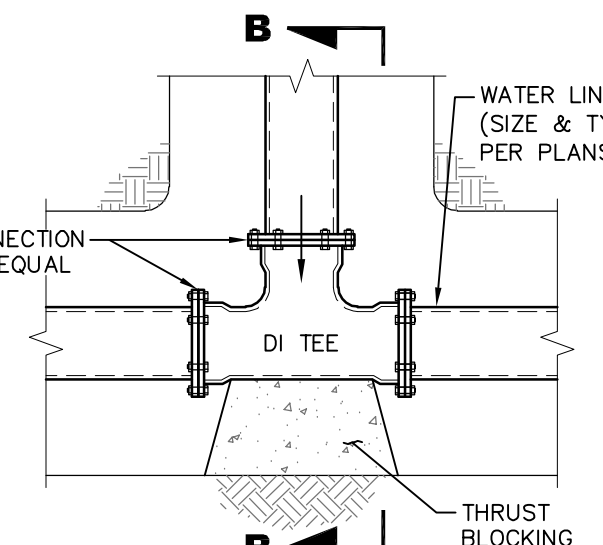
SECTION B-B



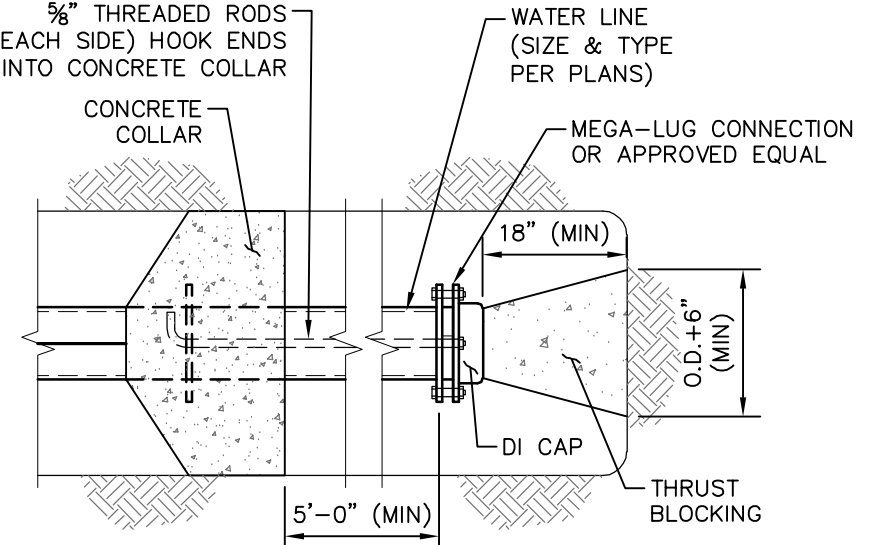
ISOMETRIC



BENDS



TEES

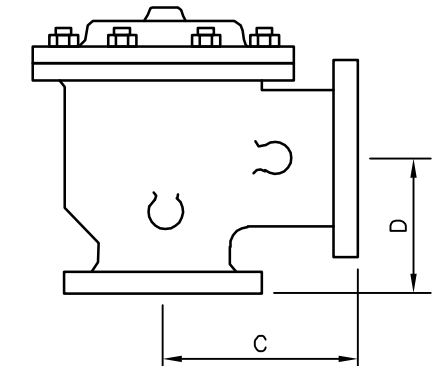
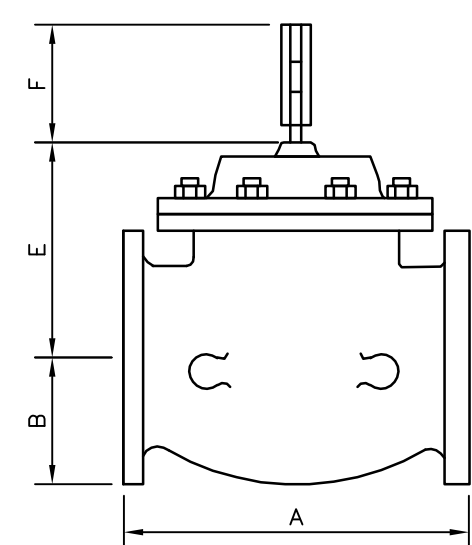


PLUGS

THRUST BLOCKING DETAILS

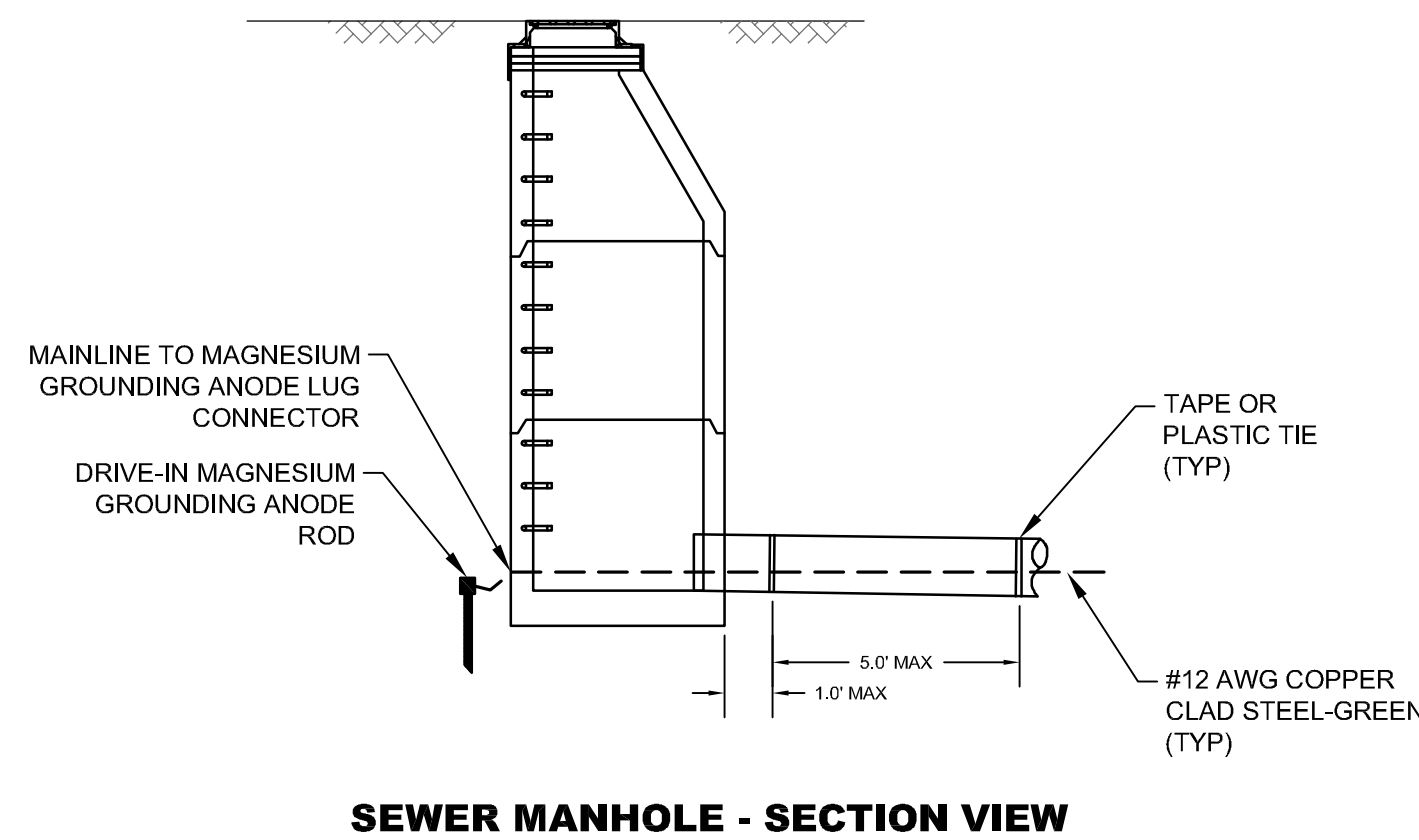
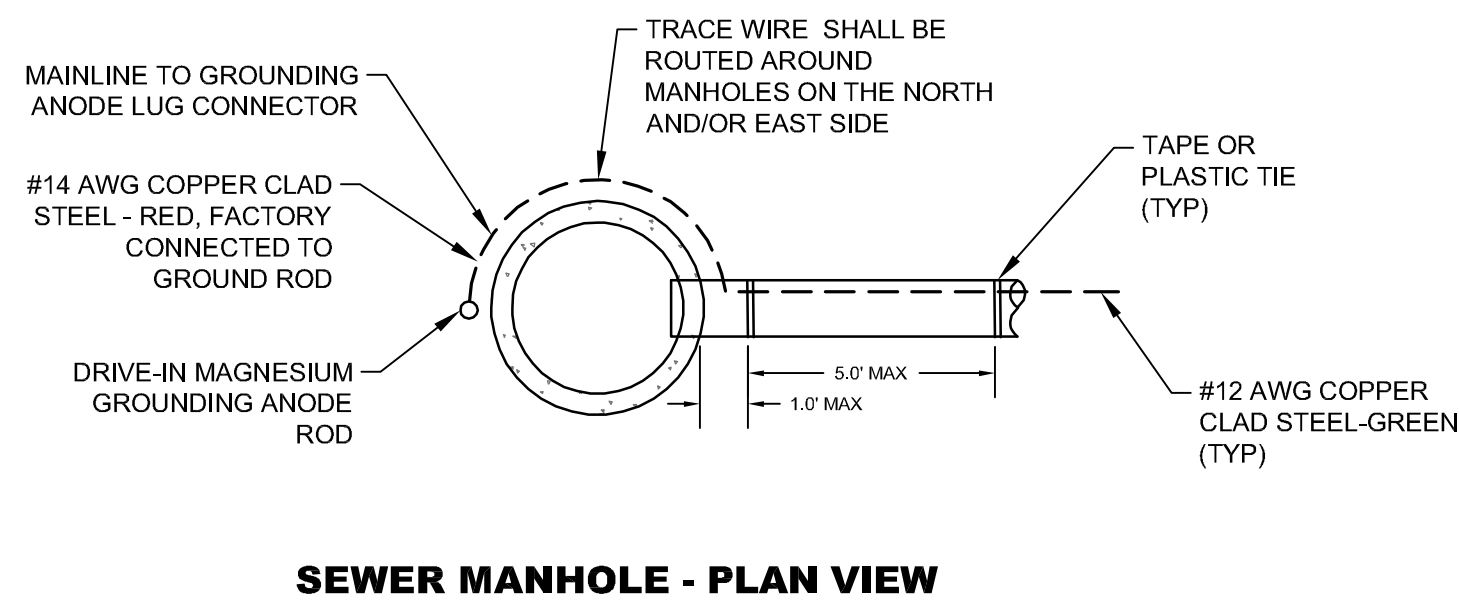
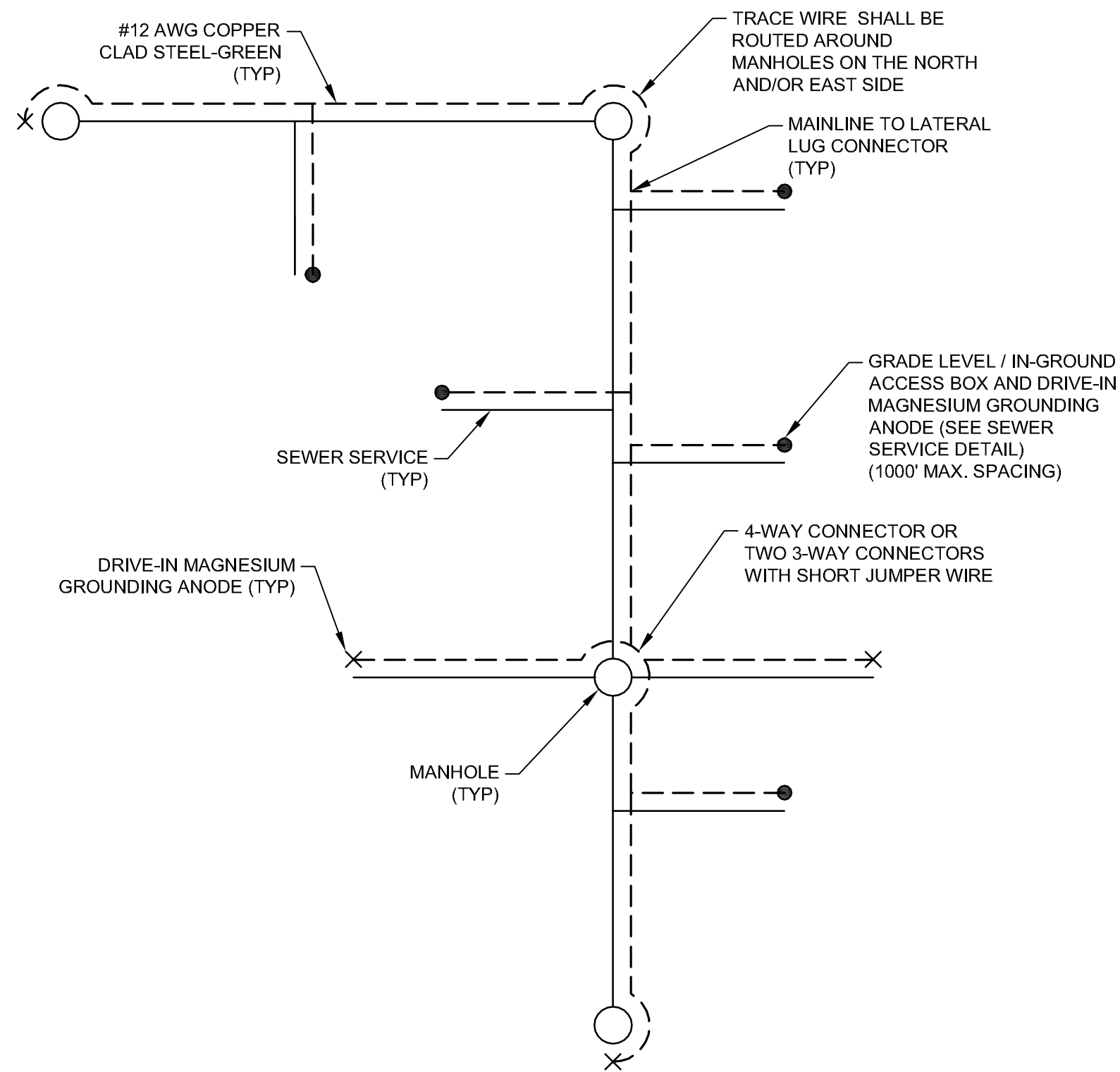
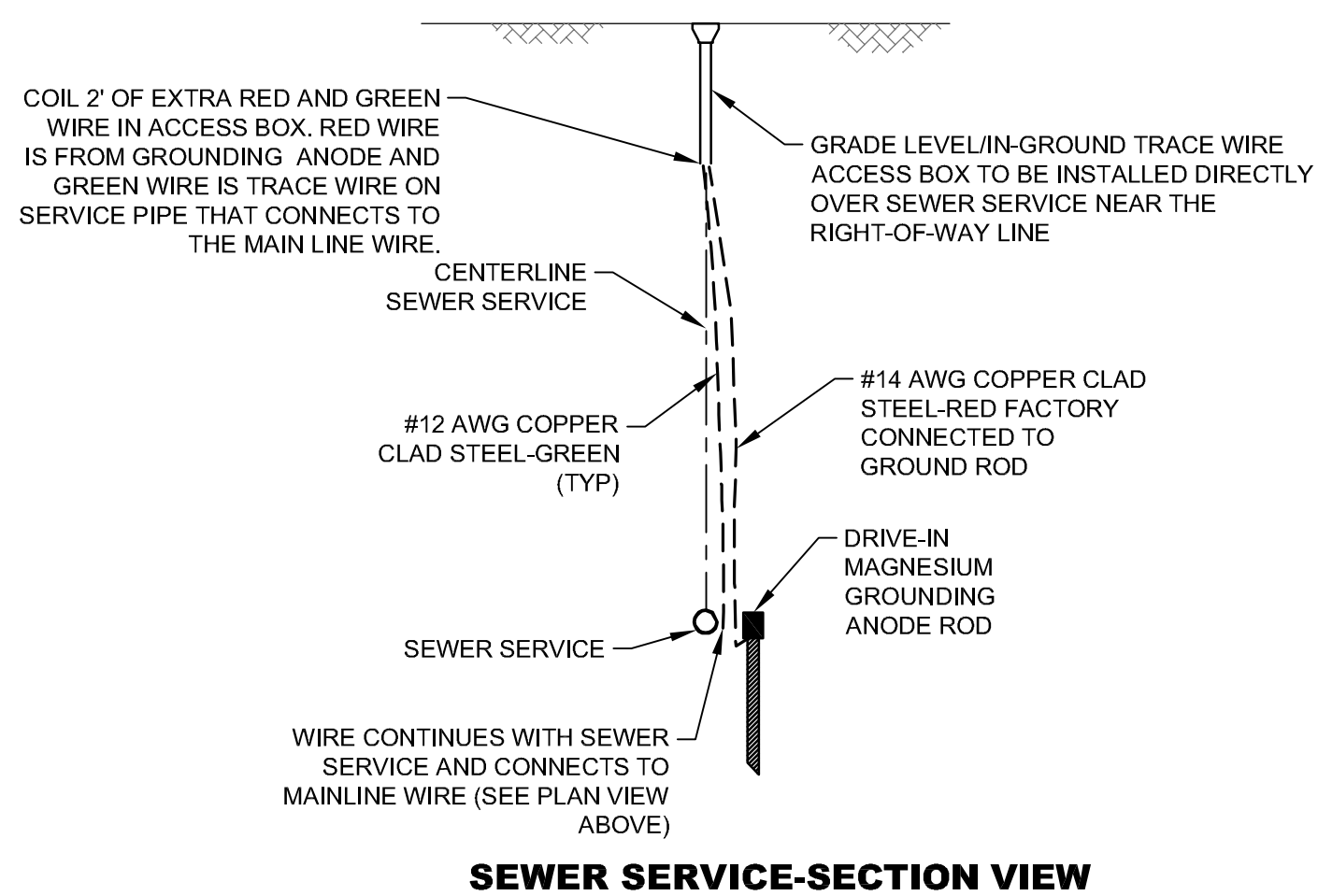
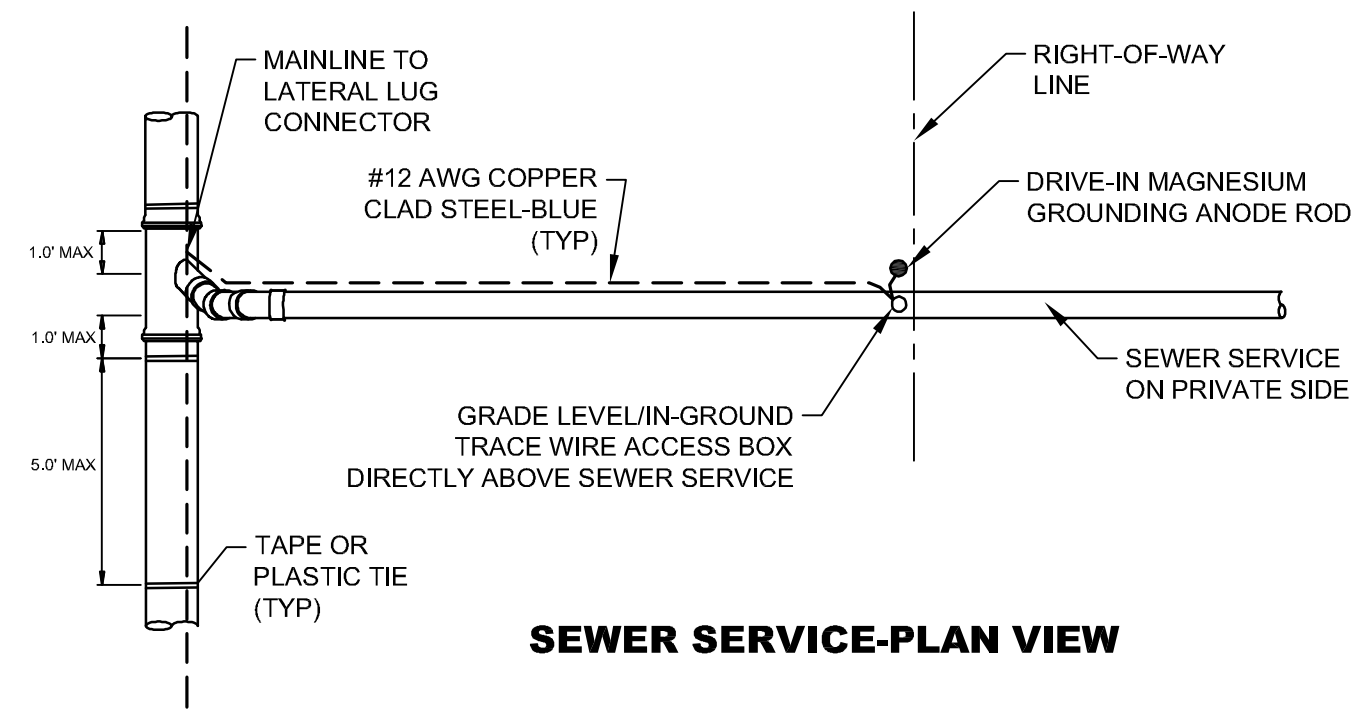
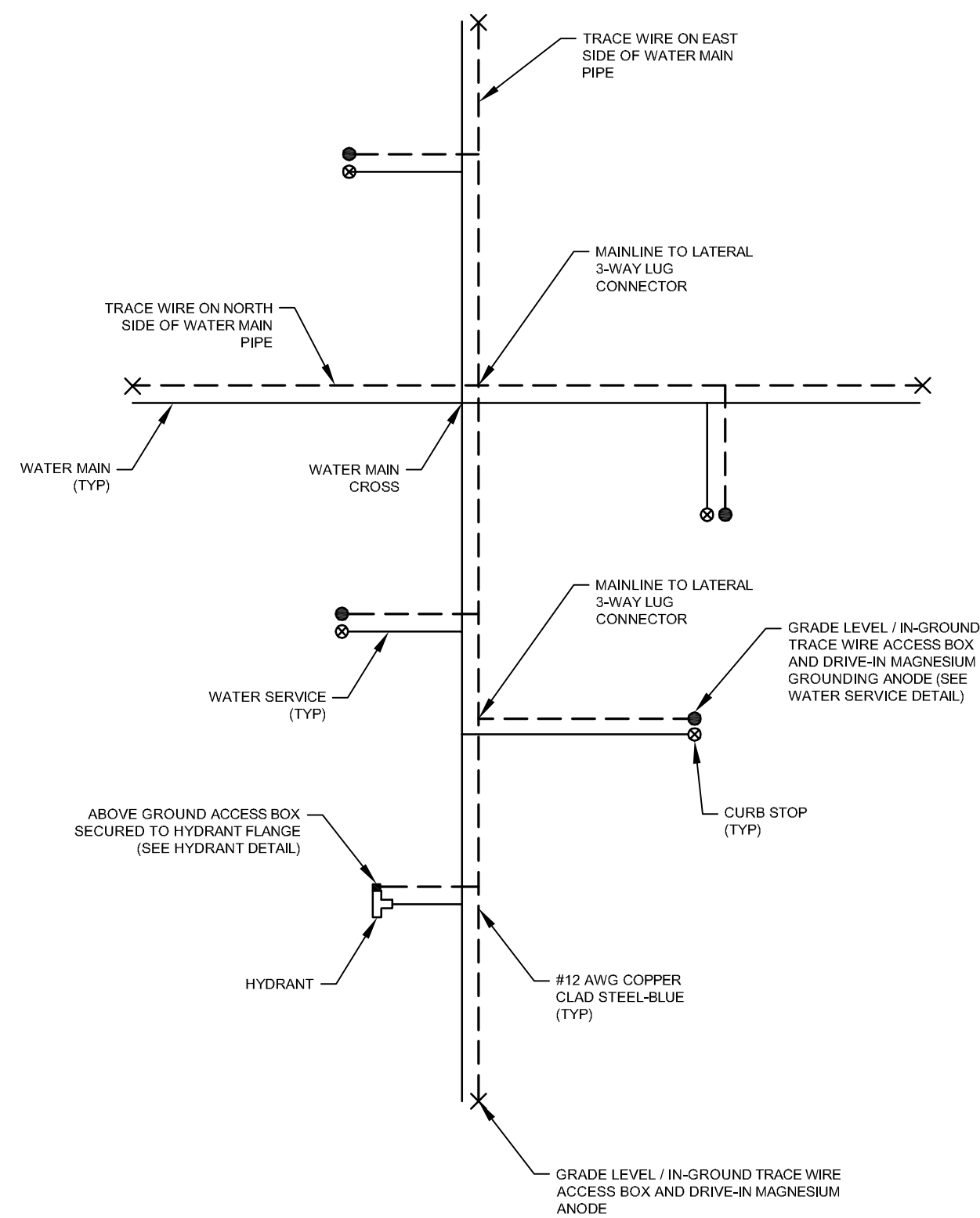
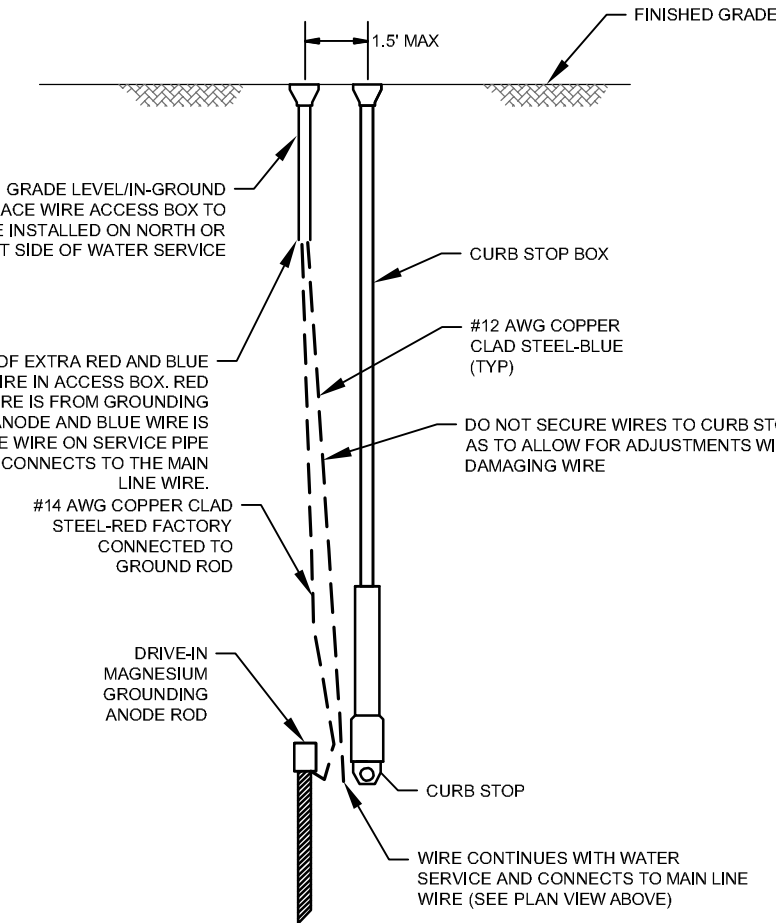
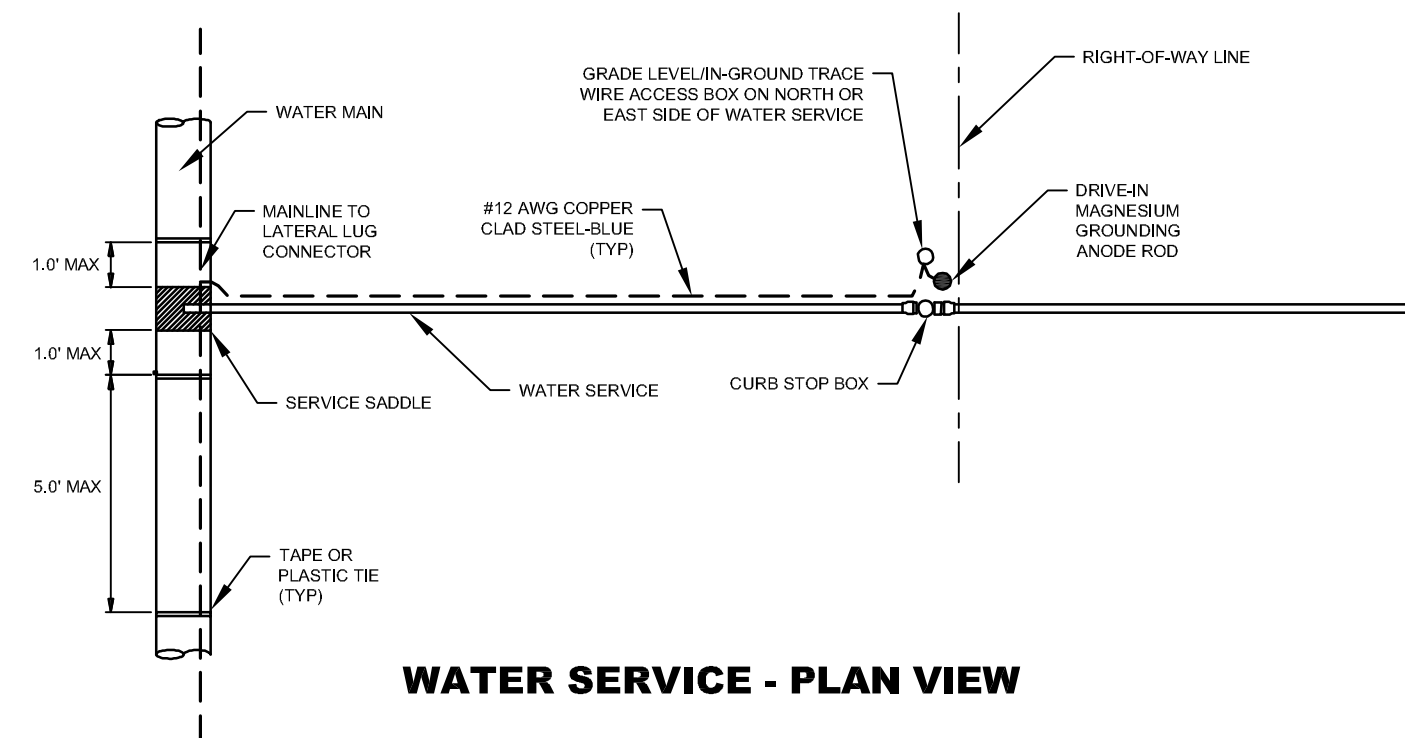
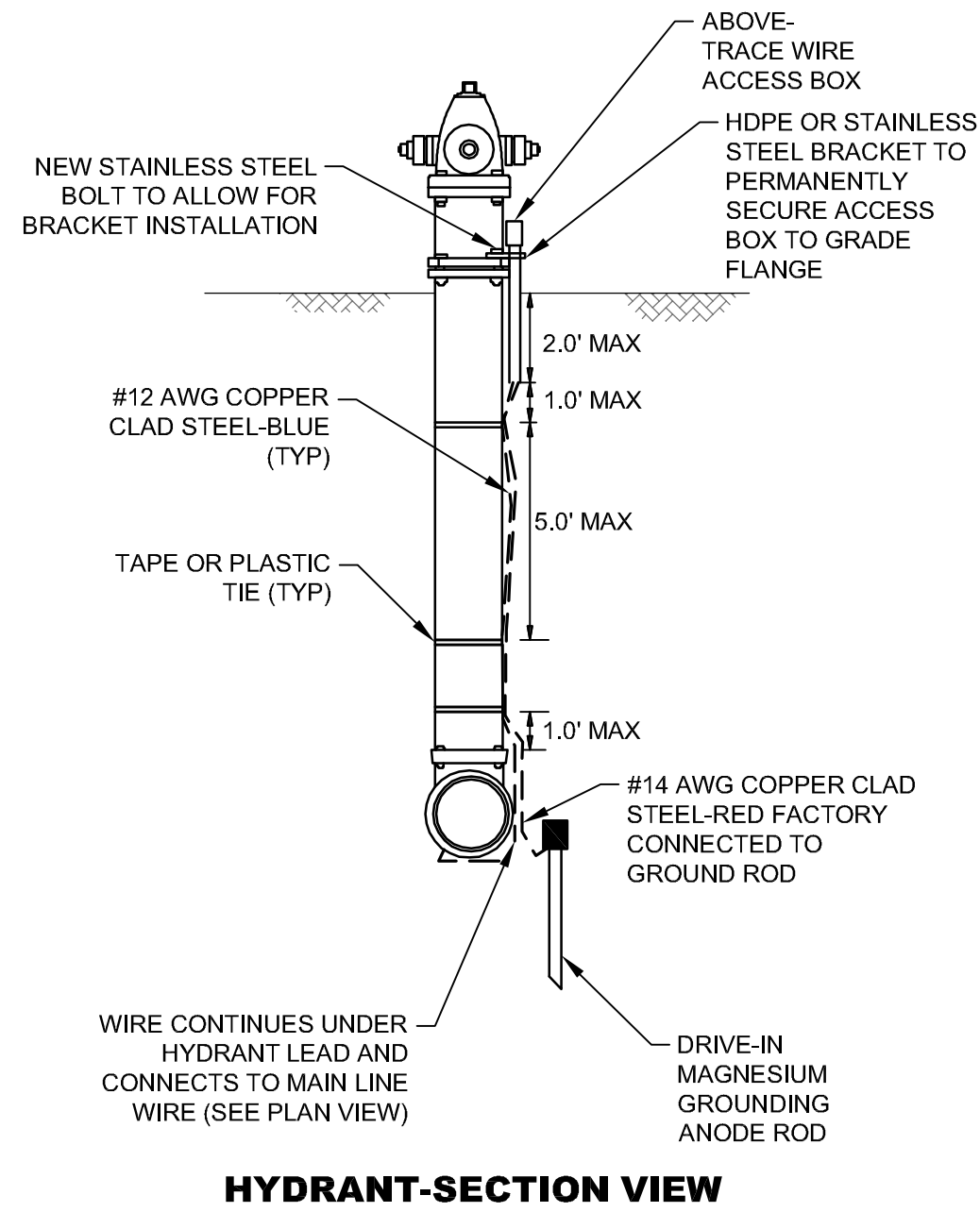
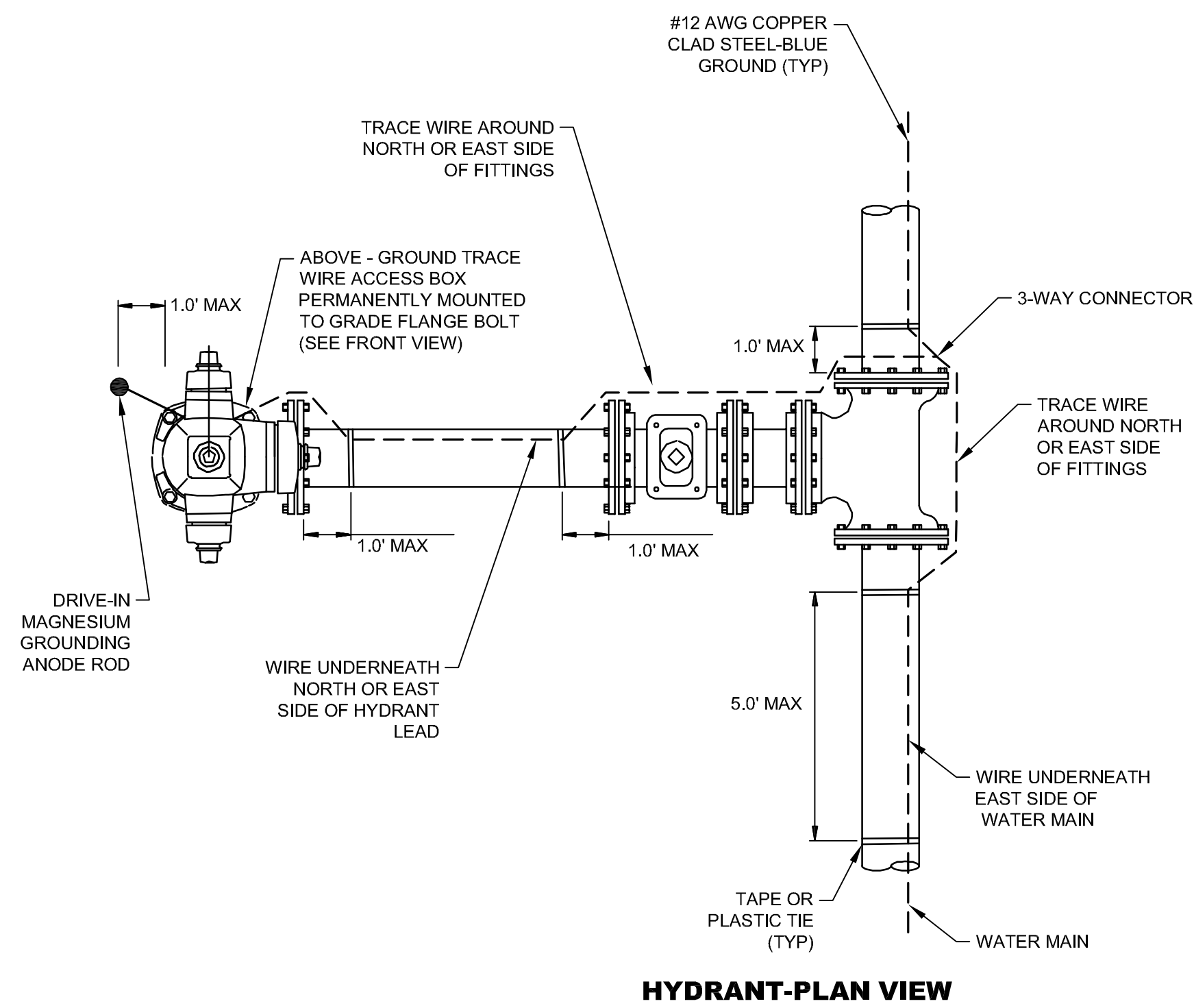
PRESSURE VALVE DIMENSIONS (INCHES)

DIM	ANSI CLASS	VALVE SIZE (INCHES)			
		3	4	6	8
A	SE	11 1/4	-	-	-
	150	10 1/2	13 1/2	17 3/4	25 3/4
	300	11 1/4	14 1/2	18 3/4	26 3/4
B	SE	2 1/4	-	-	-
	150	3 3/4	4 1/2	5 1/2	6 3/4
	300	4 3/4	5	6 1/2	7 1/2
C	SE	5 1/2	-	-	-
	150	6	7 1/2	10	13 1/2
	300	6 3/4	7 1/2	10 1/2	13 1/2
D	SE	5 1/2	-	-	-
	150	4	5 1/2	6	8 1/2
	300	4 3/4	5 1/2	6 1/2	9
E	ALL	7	8	10	11 1/2
F	ALL	3 1/2	3 1/2	3 1/2	6 3/4
G	ALL	7 1/2	10	14	21
H	ALL	11	12	13	14



NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS - PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: NONE
Date: 09-26-2022		Working No. WTRD2	
Drawing No.: 12230		Sheet No. 24	

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase 14 Design\12230 CAD Files\12230 Tracer Wire Detailing.TWD1.dwg, TWD1.dwg, 12/20/2022 3:44:31 PM

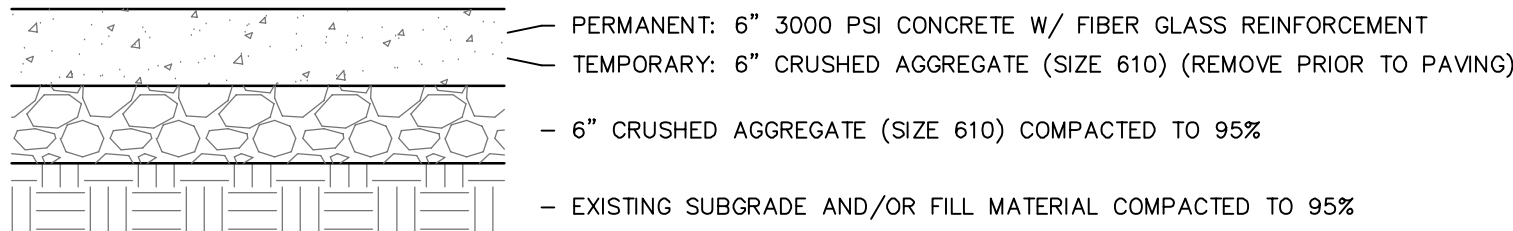


NOTE:
WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

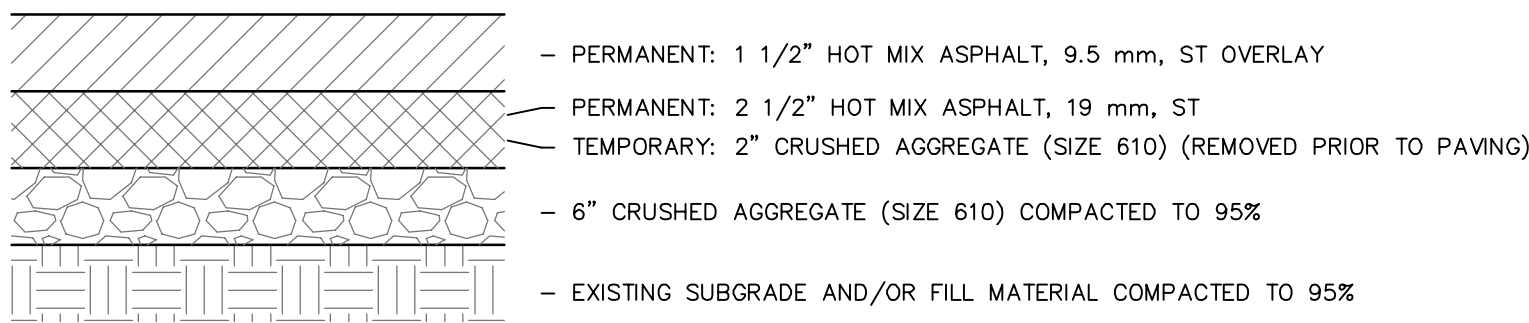
NO.	DATE	DESCRIPTION	BY
TRACER WIRE DETAILS			
INFRASTRUCTURE IMPROVEMENTS – MLK AREA			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com Drawn by: SLS Checked by: SEM Scale: NONE Date: 06–03–2022 Working No. TWD1 Drawing No.: 12230 Sheet No. 25			

PAVEMENT REPAIR NOTES (ALL SECTIONS):

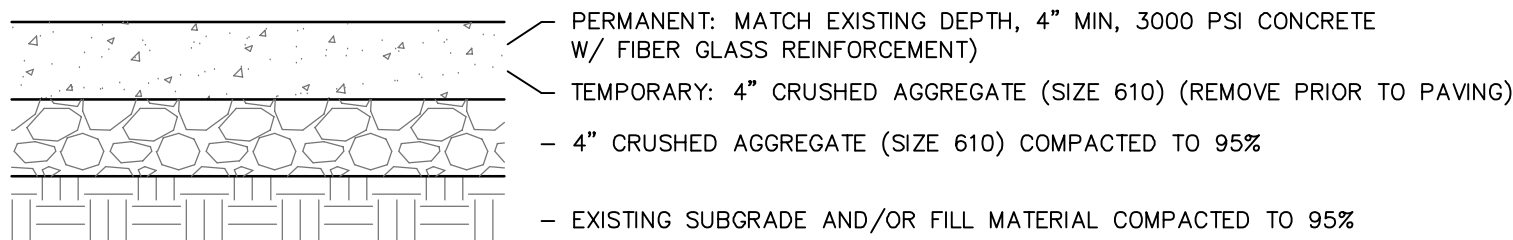
- TEMPORARY CRUSHED AGGREGATE REMOVED DURING PAVING SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
- TRENCHES SHALL HAVE A TEMPORARY SURFACE OF CRUSHED AGGREGATE (SIZE 610). TEMPORARY SURFACE INSTALLED FOR A PERIOD OF TIME TO BE DETERMINED BY THE ENGINEER AND REMOVED PRIOR TO PAVING (NO SEPARATE PAY)



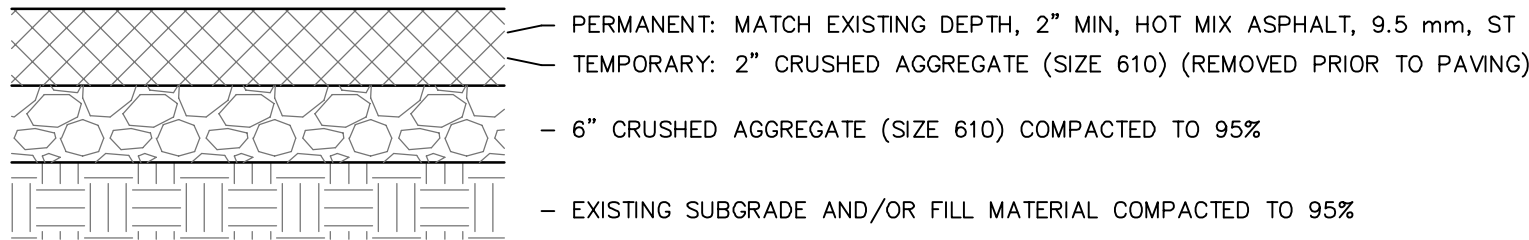
TYPICAL CONCRETE ROADWAY PAVEMENT REPAIR



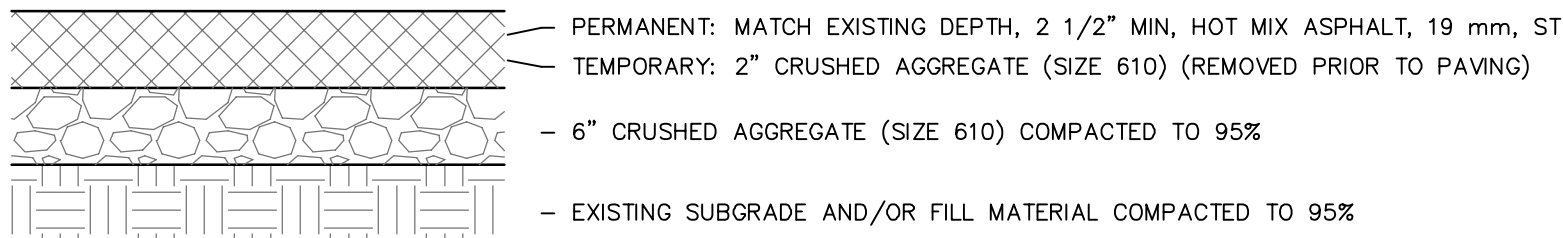
TYPICAL ASPHALT ROADWAY PAVEMENT REPAIR



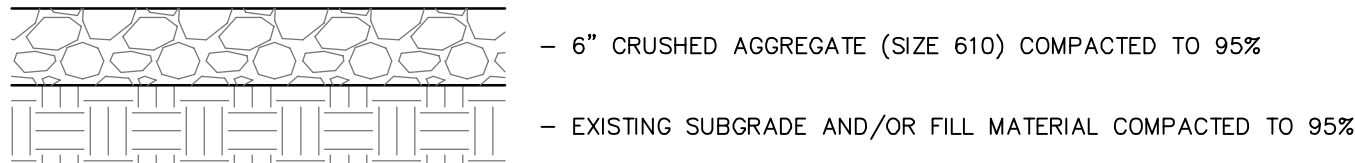
TYPICAL CONCRETE DRIVEWAY PAVEMENT REPAIR



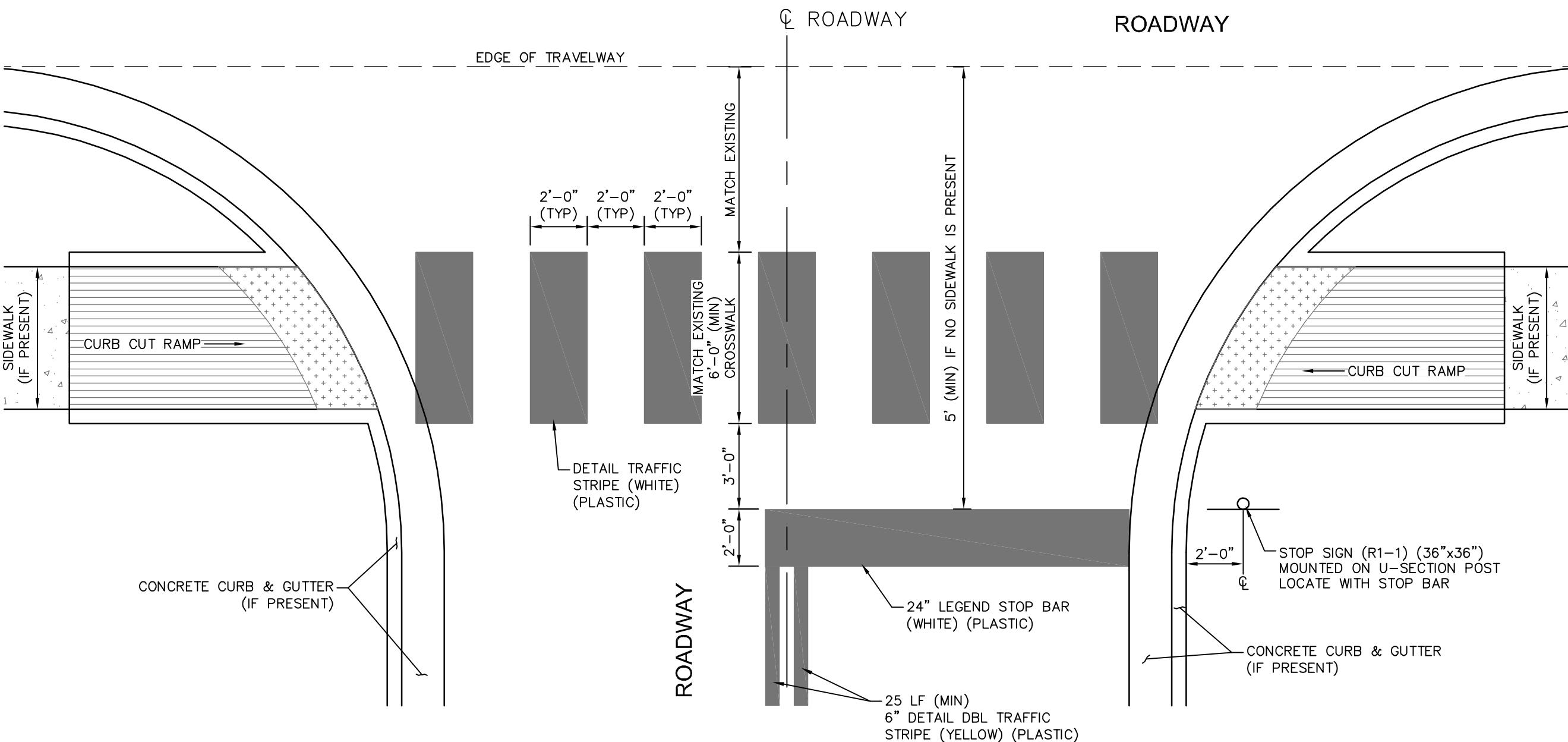
TYPICAL ASPHALT DRIVEWAY PAVEMENT REPAIR



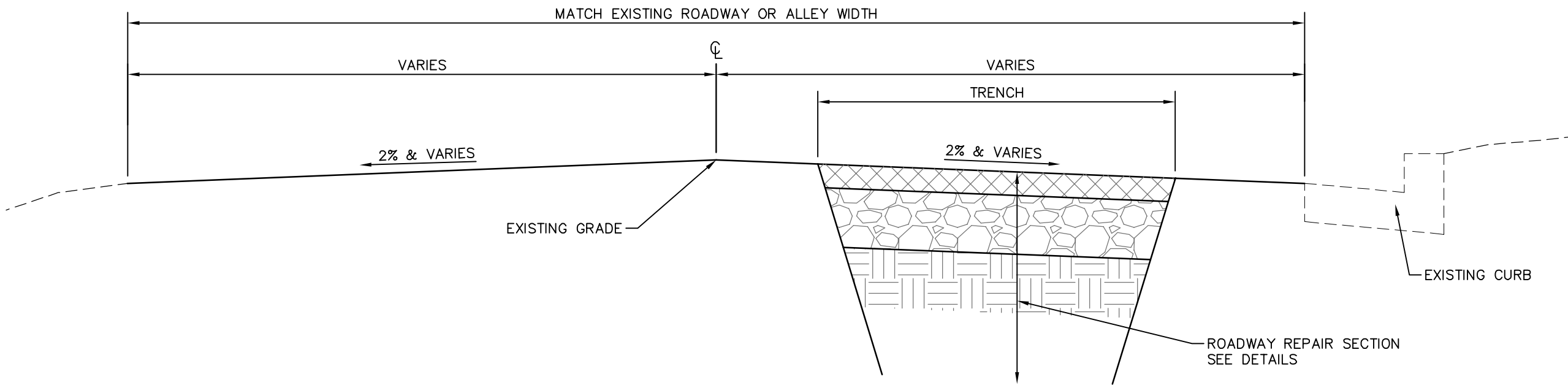
TYPICAL TRENCH ONLY (WITH PAVING) REPAIR



TYPICAL TRENCH ONLY (NO PAVING) REPAIR



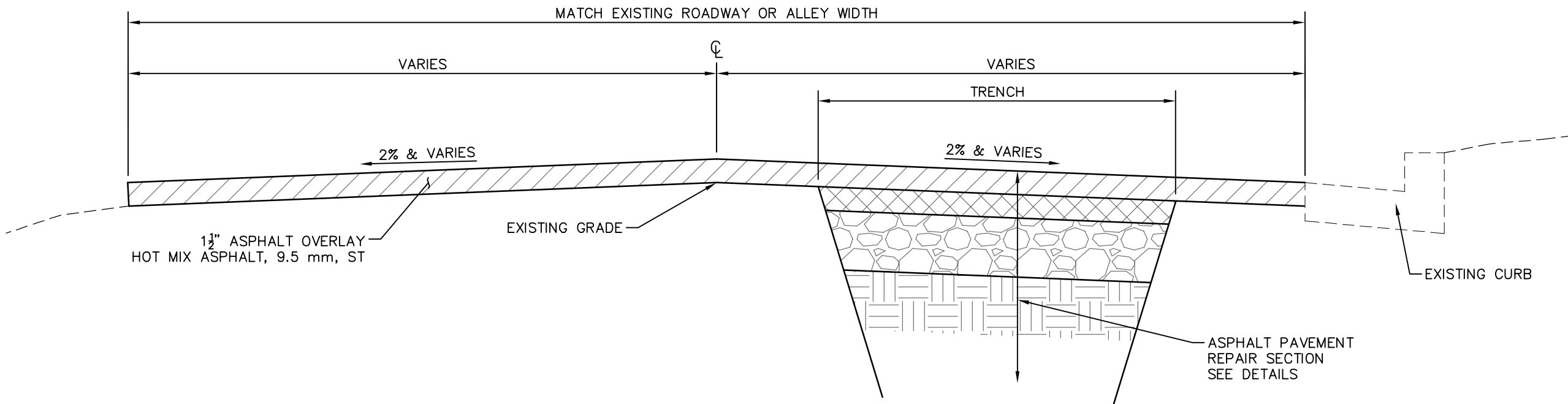
TYPICAL INTERSECTION CROSSWALK & STOP BAR PAVEMENT MARKING DETAIL



1/2 SECTION WITHOUT CURB

1/2 SECTION WITH CURB

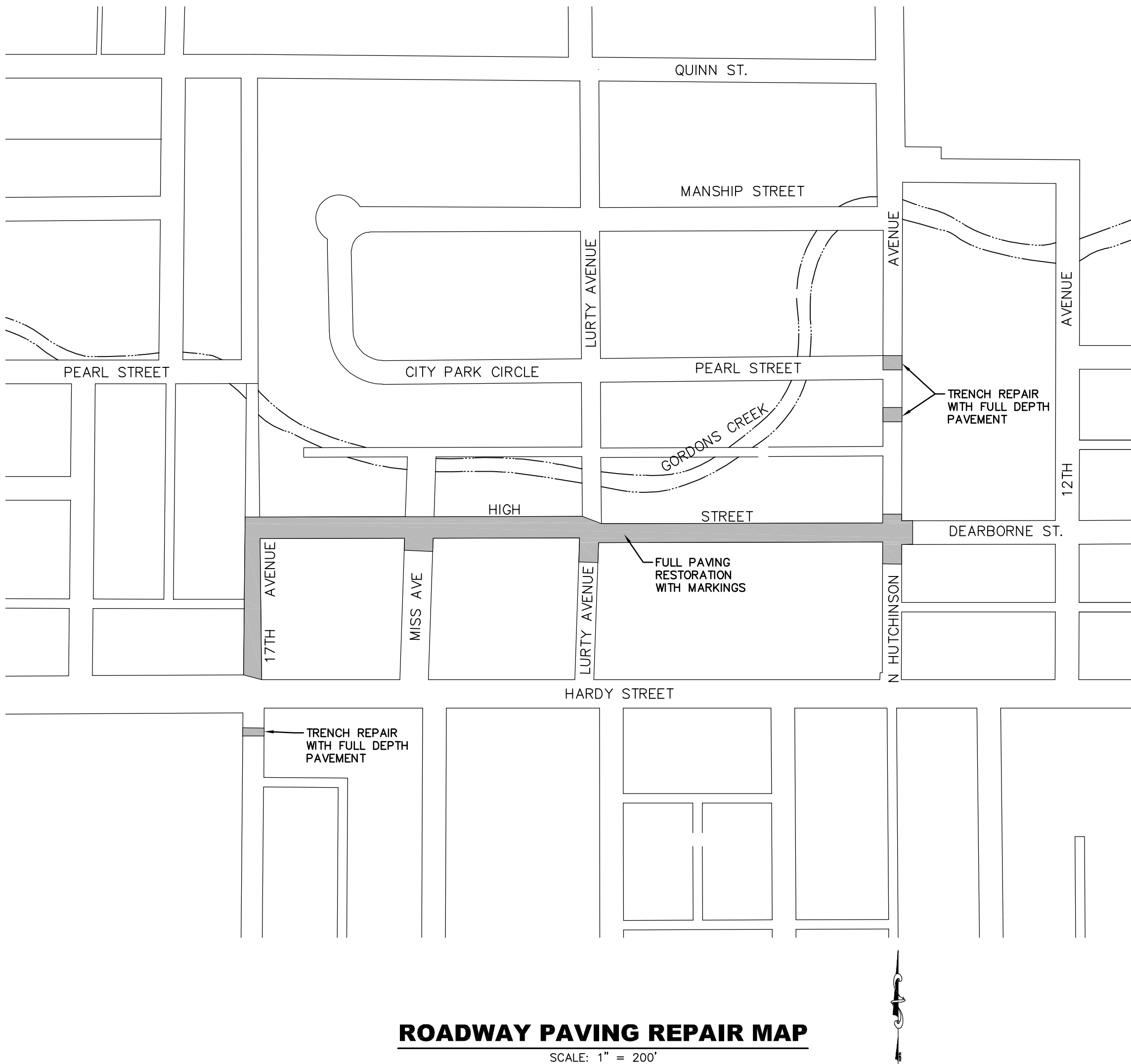
TYPICAL TRENCH REPAIR WITH PAVING ONLY SECTION



1/2 SECTION WITHOUT CURB

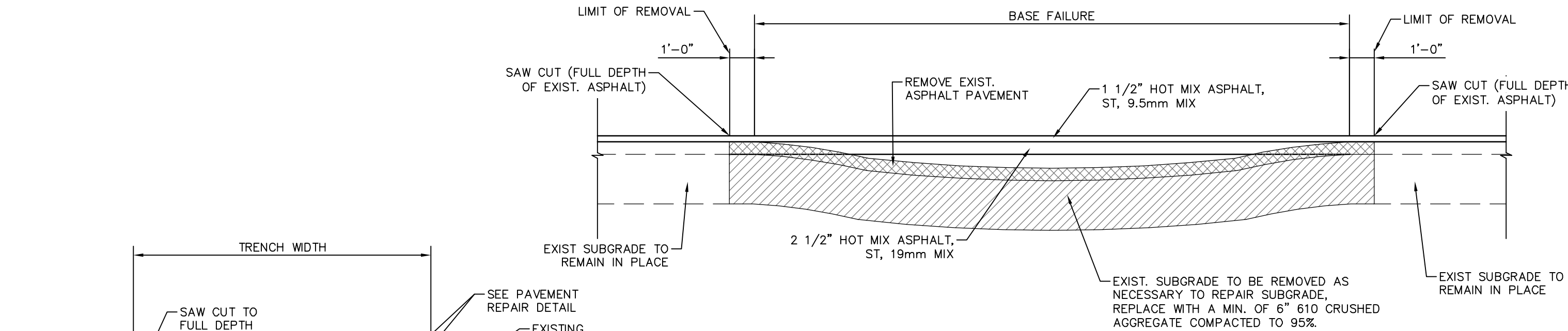
1/2 SECTION WITH CURB

TYPICAL FULL ROADWAY REPAIR SECTION

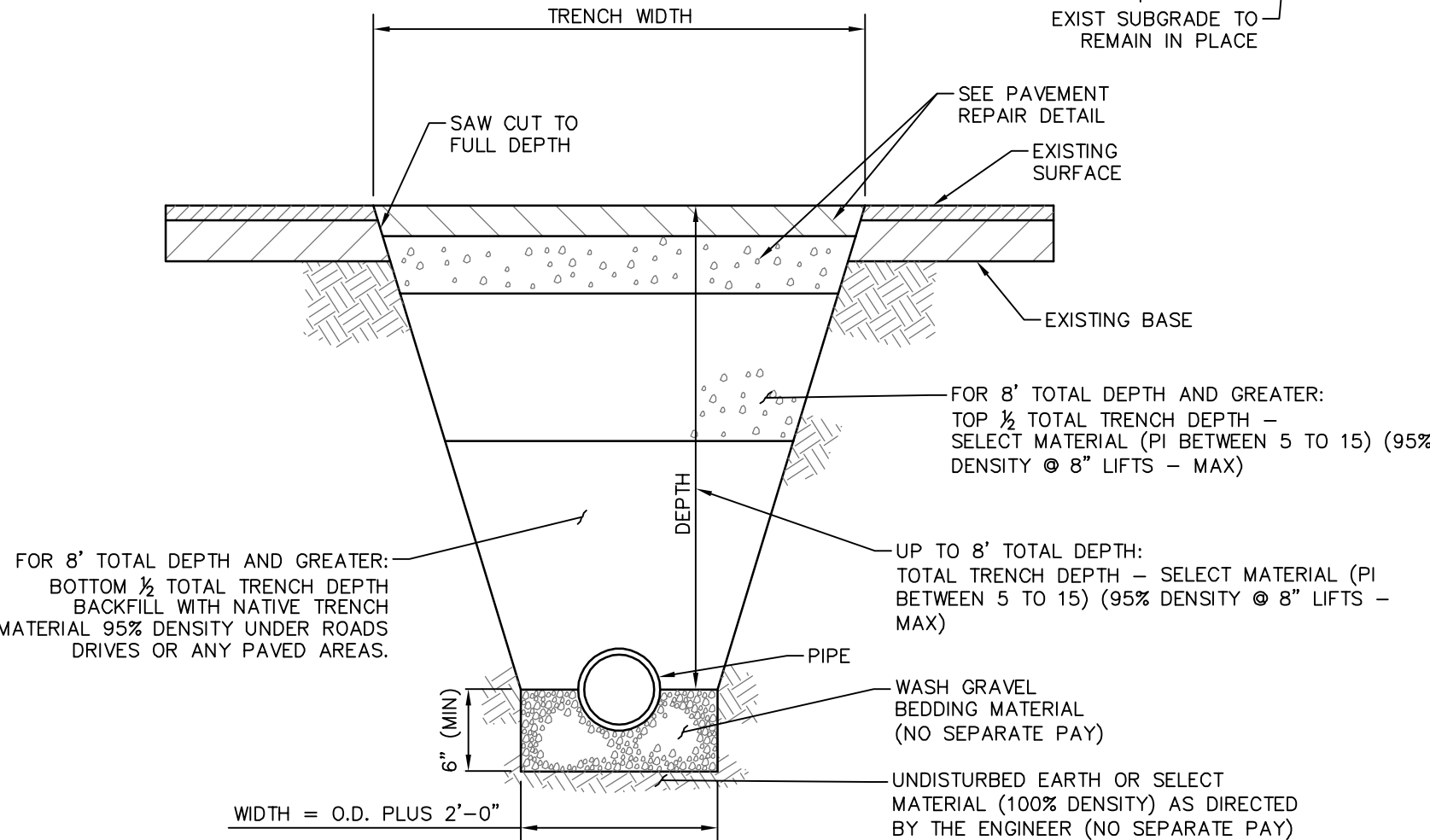


ROADWAY PAVING REPAIR MAP

SCALE: 1" = 200'



TYPICAL ASPHALT BASE REPAIR DETAIL
(AS DIRECTED BY THE ENGINEER)



TYPICAL TRENCH IN ROADWAY DETAIL

NOTE: TRENCH WIDTHS SHALL BE MINIMIZED BY THE CONTRACTOR TO ONLY THE WIDTH NECESSARY FOR CONSTRUCTION AS DETERMINED BY THE ENGINEER.

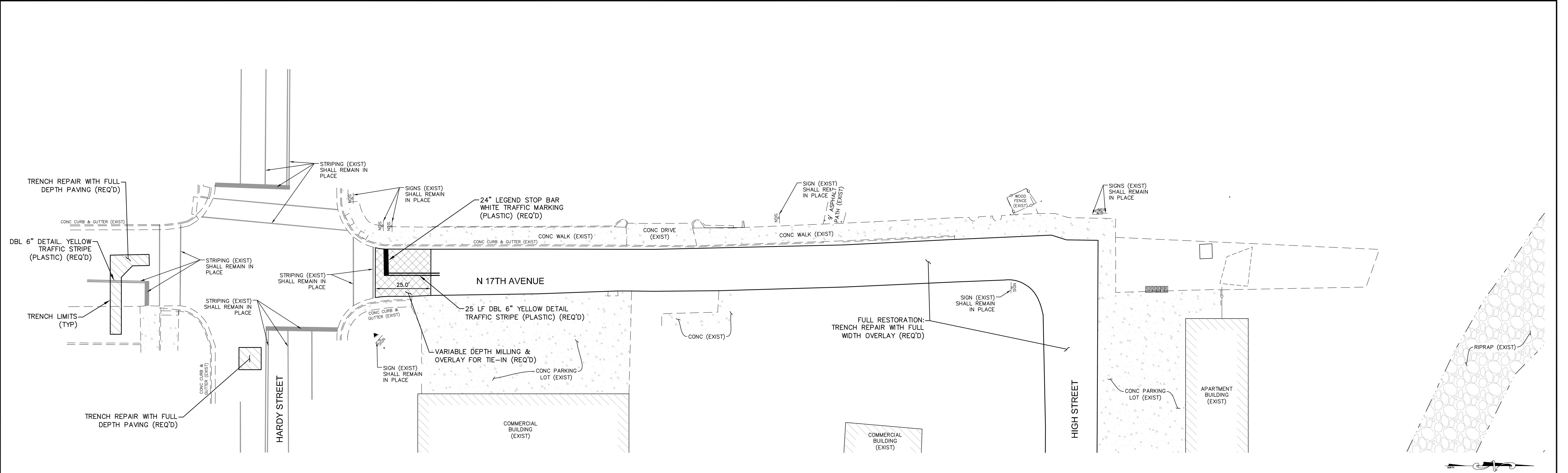
BEDDING NOTE:
DEPTH SHALL BE AS
REQUIRED TO REACH
SOLID BASE OF
UNDISTURBED EARTH

GENERAL PAVEMENT REPAIR NOTES:

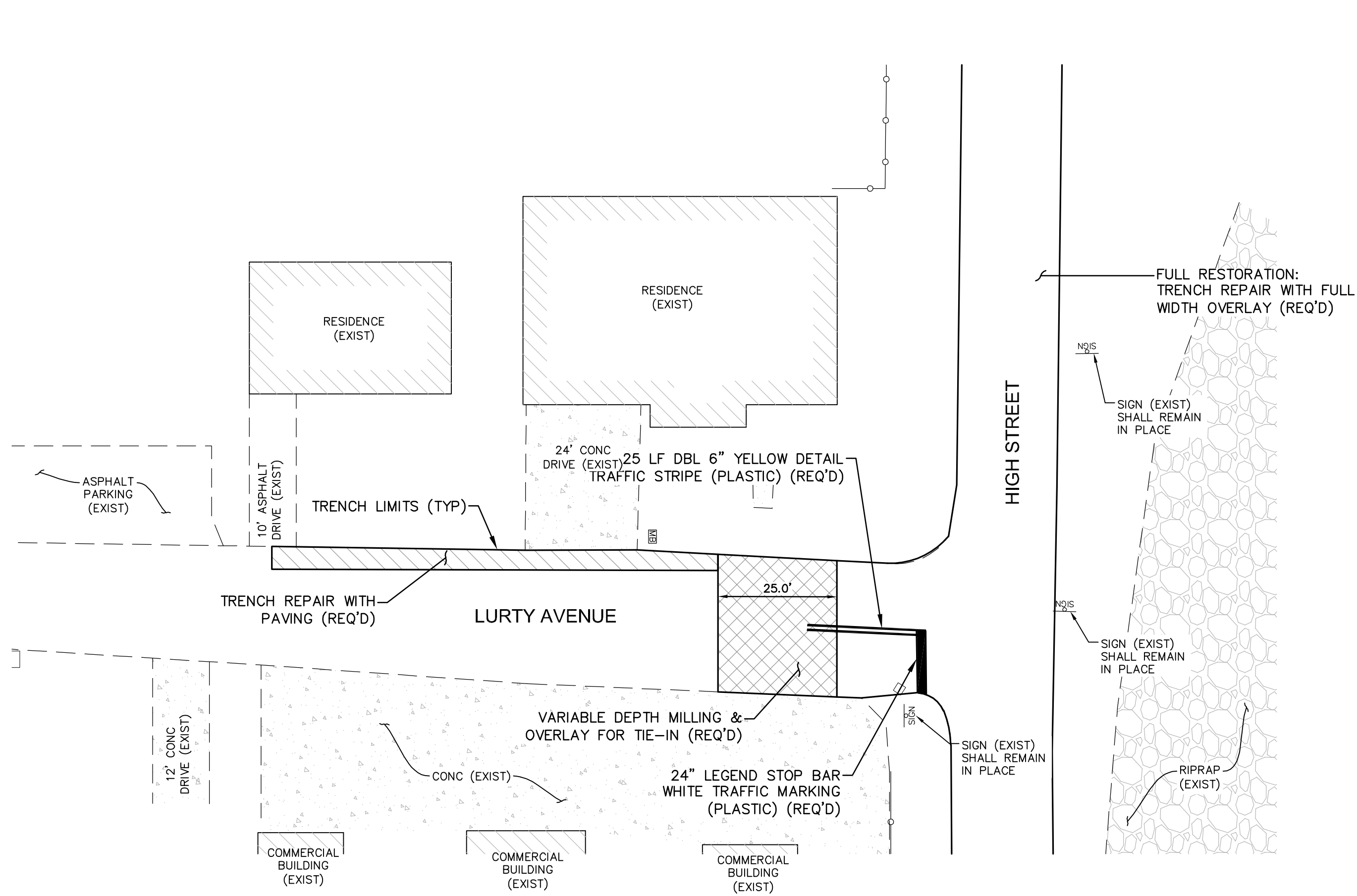
- PAVEMENT DISTURBED AND/OR REMOVED IN/ON THE ROADWAYS, DRIVEWAY APRONS OR OTHER AREAS IN THE PUBLIC RIGHT OF WAY SHALL BE REPAIRED AS NOTED AND MAINTAINED THROUGHOUT THE PROJECT. SEE PAVING MAP.
 - ROADWAYS NOTED FOR FULL RESTORATION SHALL HAVE MARKINGS RESTORED AFTER PAVING. MARKINGS SHALL MATCH EXISTING MARKINGS OR AS DIRECTED BY THE ENGINEER.
- PAVEMENT DISTURBED AND/OR REMOVED ON PRIVATE PROPERTY SHALL BE REPAIRED AS DETAILED OR IN KIND, OR AS DIRECTED BY THE ENGINEER.

1	10/25/22	REMOVED CIPP SEWER	SLS
NO.	DATE	DESCRIPTION	BY
PAVEMENT REPAIR DETAILS			
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS - PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by:	SLS	Checked by:	SEM
Date:	06-03-2022	Working No.:	PRD1
Drawing No.:	12230	Sheet No.:	26

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase I.dwg, 6/29/2022 3:32:35 PM



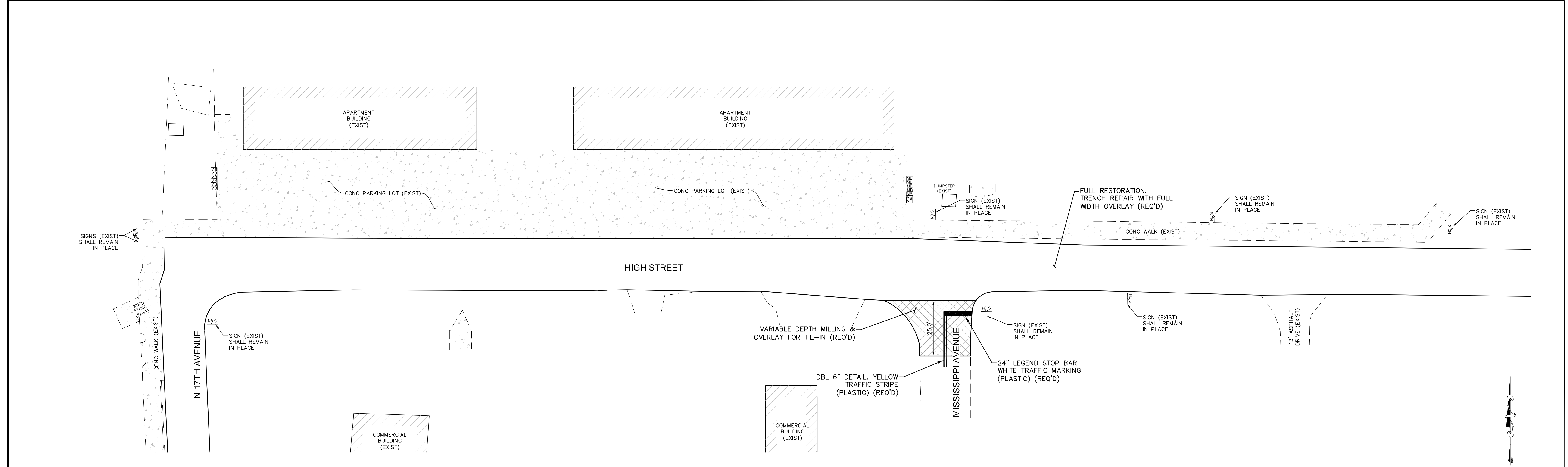
NORTH 17TH AVENUE
LURTY AVENUE



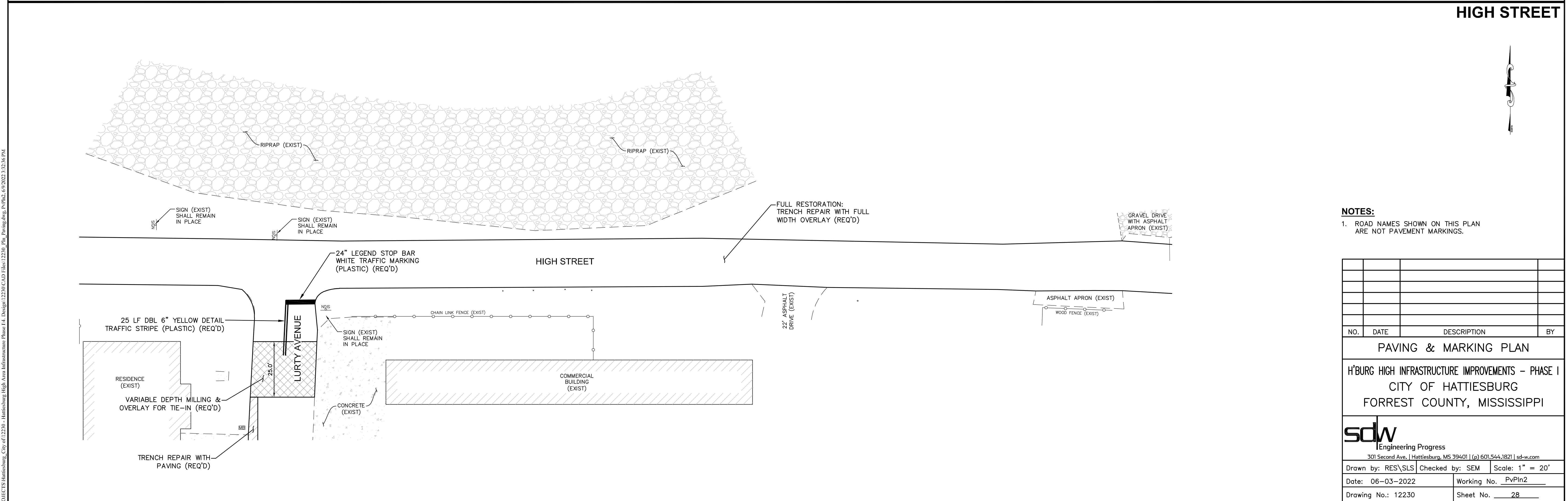
NOTES:
1. ROAD NAMES SHOWN ON THIS PLAN ARE NOT PAVEMENT MARKINGS.

NO.	DATE	DESCRIPTION	BY
PAVING & MARKING PLAN			
H'BURG HIGH INFRASTRUCTURE IMPROVEMENTS - PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: 1" = 20'
Date: 06-03-2022		Working No. PvPln 1	
Drawing No.: 12230		Sheet No. 27	

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase I.dwg 12230 CAD Files 12230_Plan_Paving.dwg, P:\Data_6/9/2023 3:32:36 PM

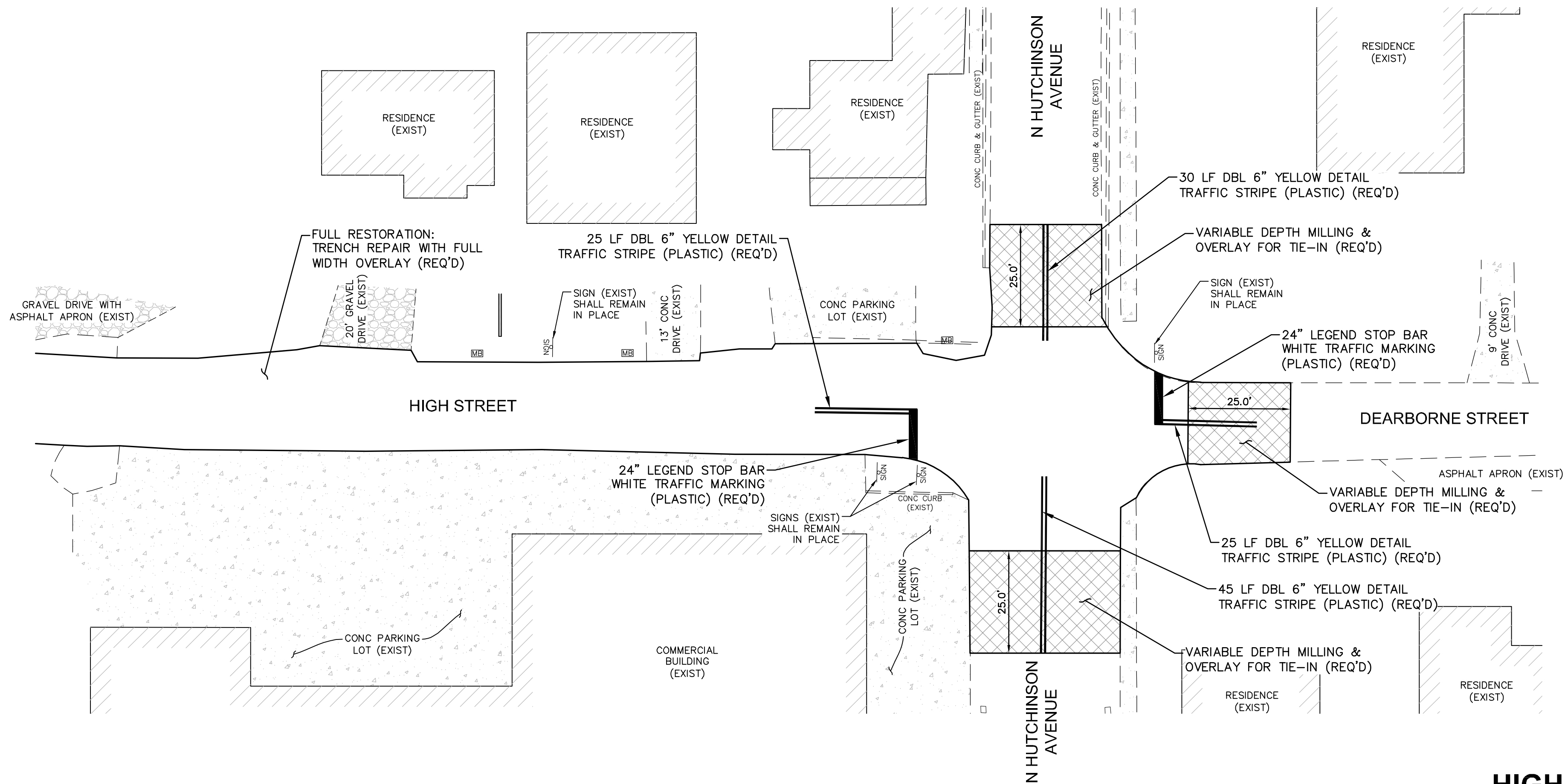


HIGH STREET
HIGH STREET

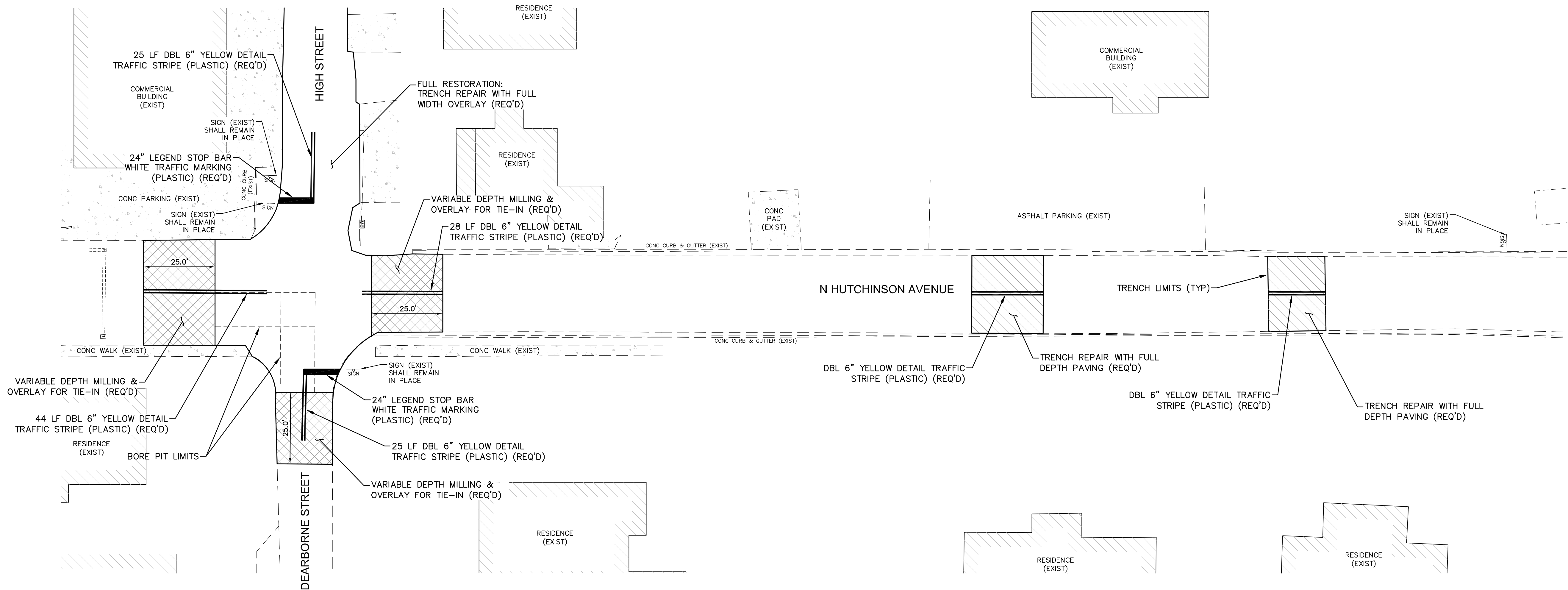


NOTES:
1. ROAD NAMES SHOWN ON THIS PLAN ARE NOT PAVEMENT MARKINGS.

NO.	DATE	DESCRIPTION	BY
PAVING & MARKING PLAN			
H'BURG HIGH INFRASTRUCTURE IMPROVEMENTS - PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: 1" = 20'
Date: 06-03-2022		Working No. PvPin2	
Drawing No.: 12230		Sheet No. 28	



HIGH STREET
NORTH HUTCHINSON AVENUE



GENERAL NOTES:

- ROAD NAMES SHOWN ON THIS PLAN ARE NOT PAVEMENT MARKINGS.
- PAVING LIMITS SHOWN ON THIS PLAN ARE FOR ROADWAY PAVING ONLY. DRIVEWAYS, DRIVE APRONS, SIDEWALKS, CURBS, CURBS & GUTTERS, ETC. SHALL BE RESTORED IN KIND AS REQUIRED BY CONSTRUCTION ACTIVITIES AND AS DETAILED ON THE PAVING DETAILS, UNLESS OTHERWISE DIRECTED.

NO.	DATE	DESCRIPTION	BY
PAVING & MARKING PLAN			
H'BURG HIGH INFRASTRUCTURE IMPROVEMENTS - PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by:	RES\SLS	Checked by:	SEM
Date:	06-09-2022	Working No.:	PvPin3
Drawing No.:	12230	Sheet No.:	29

G:\PROJECTS\Hattiesburg_City of 12230 - Hattiesburg High Area Infrastructure Phase 14_Design\12230 CAD Files\12230_CoverMapNotes.dwg, VSI, 5/31/2022 2:40 PM

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDDED MAY REQUIRE TOPSOIL

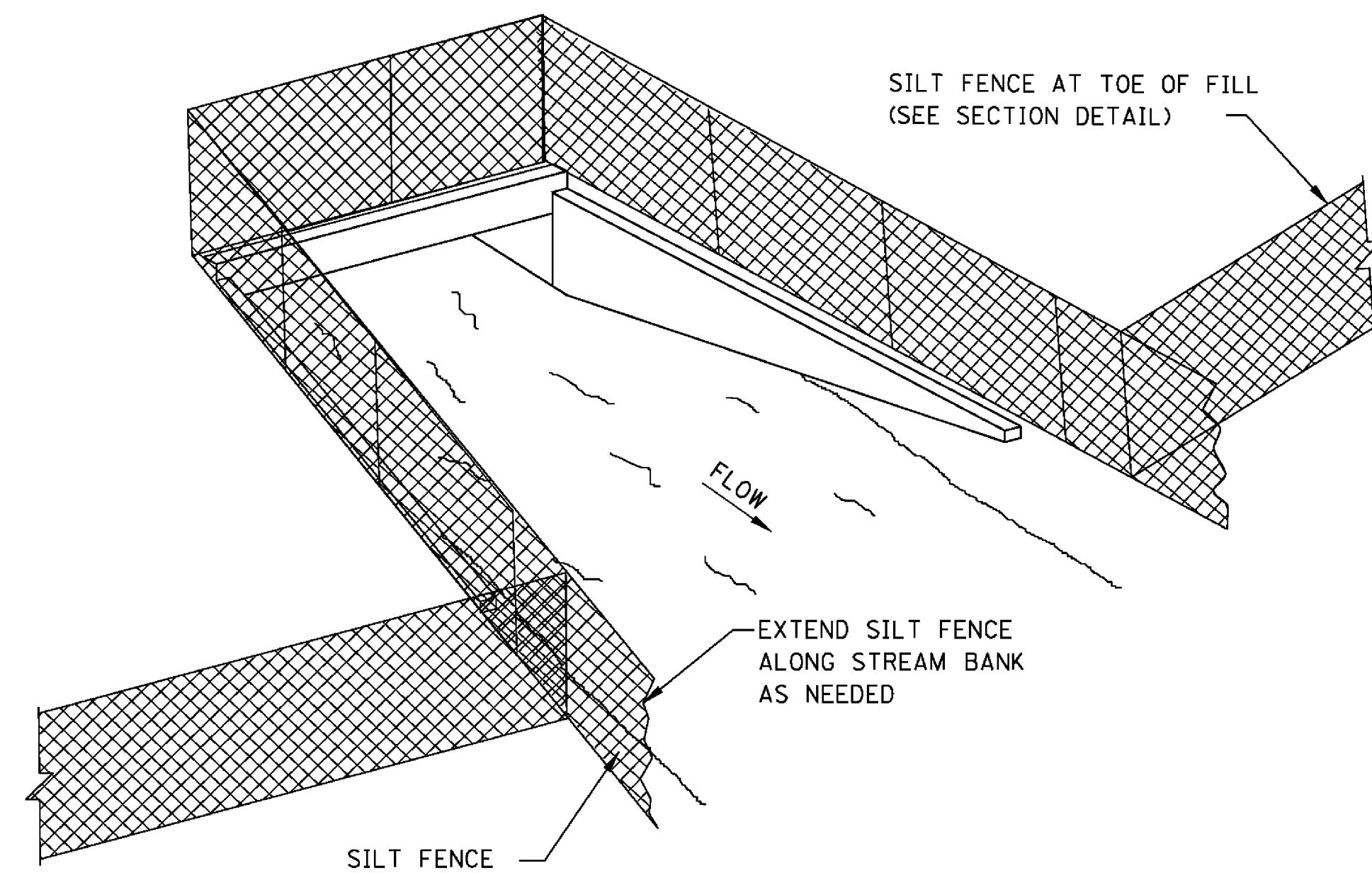
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13–13–13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

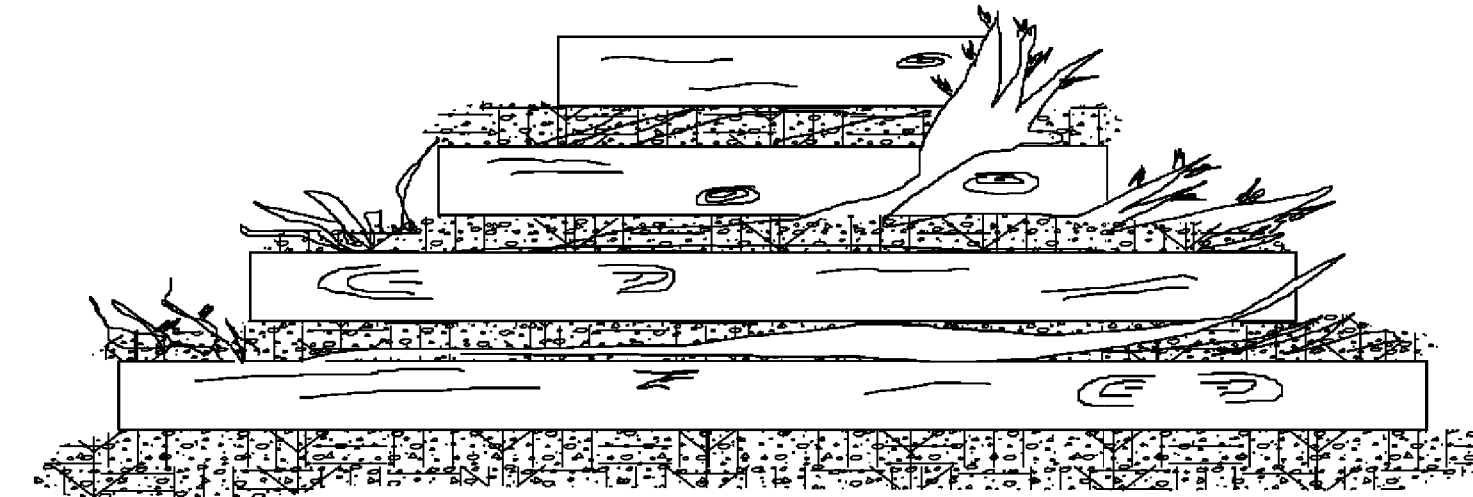
NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY		
VEGETATION SCHEDULE					
H'BURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS – PHASE 1					
CITY OF HATTIESBURG					
FORREST COUNTY, MISSISSIPPI					
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com					
Drawn by: SLS	Checked by: SEM	Scale: NONE			
Date: 06–03–2022	Working No. VS1				
Drawing No.: 12230	Sheet No. 30				

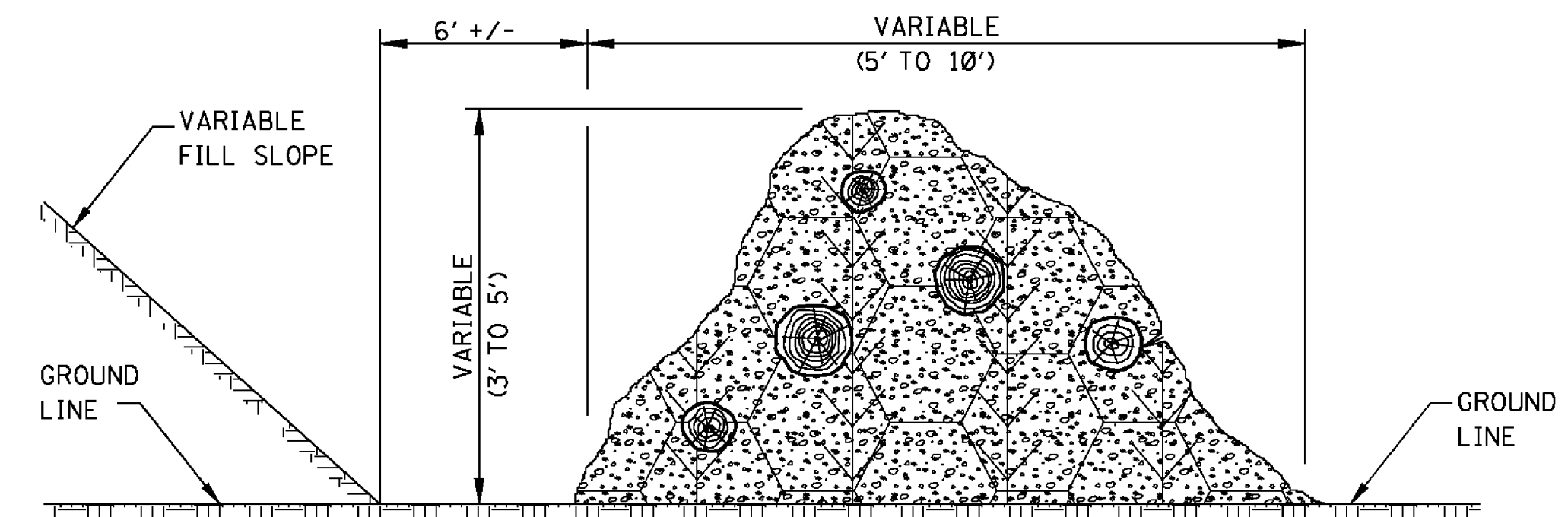
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



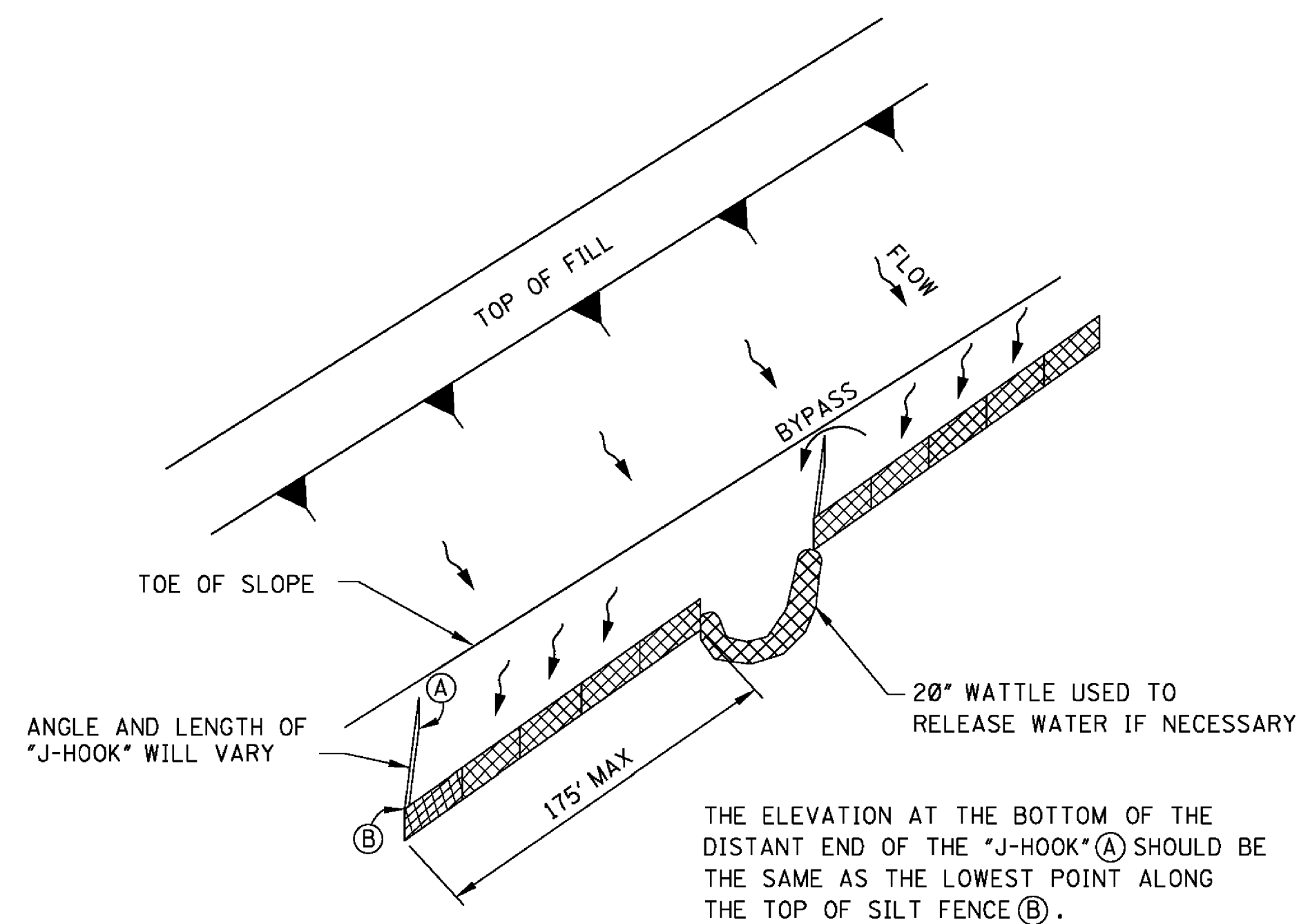
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

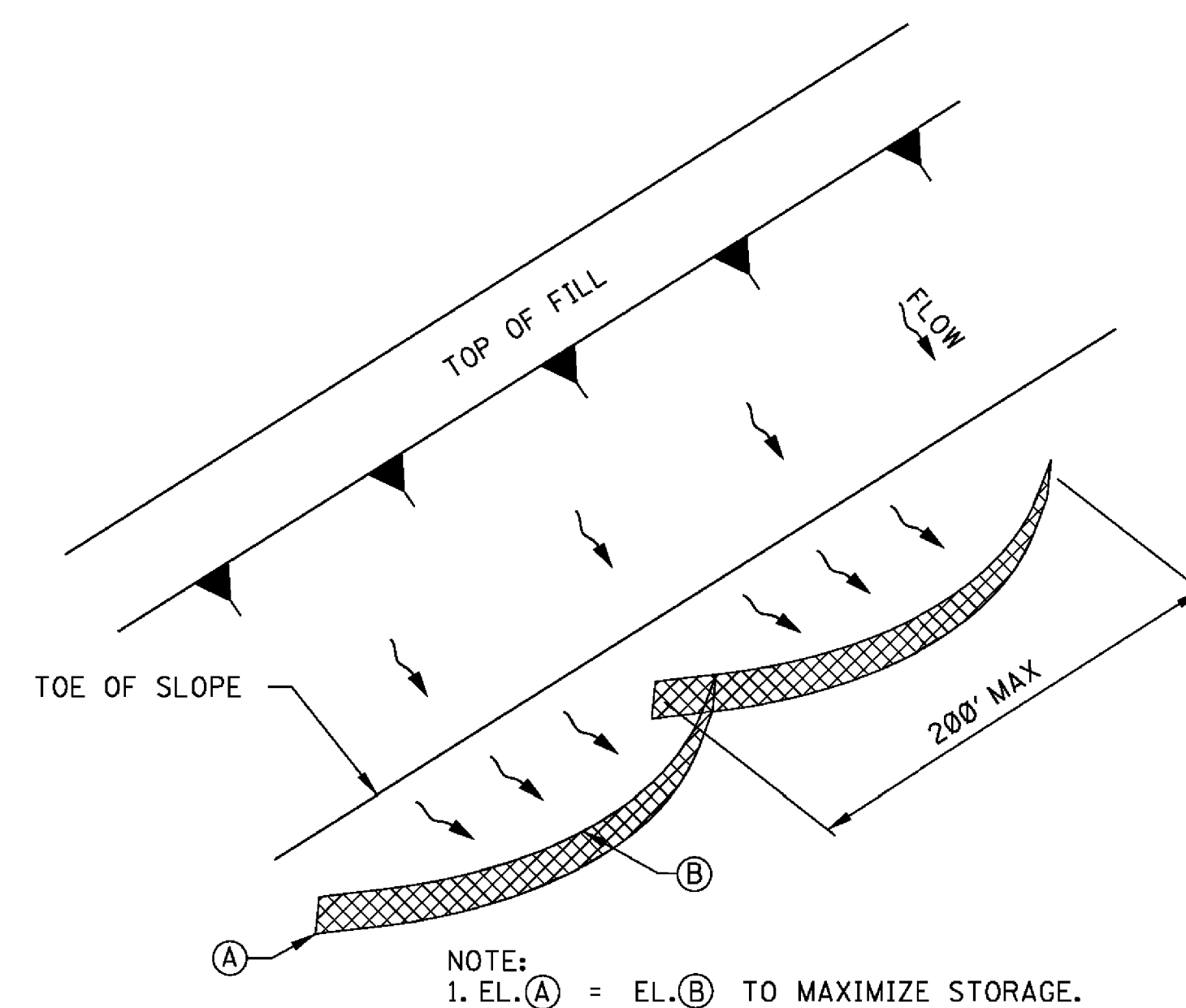
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

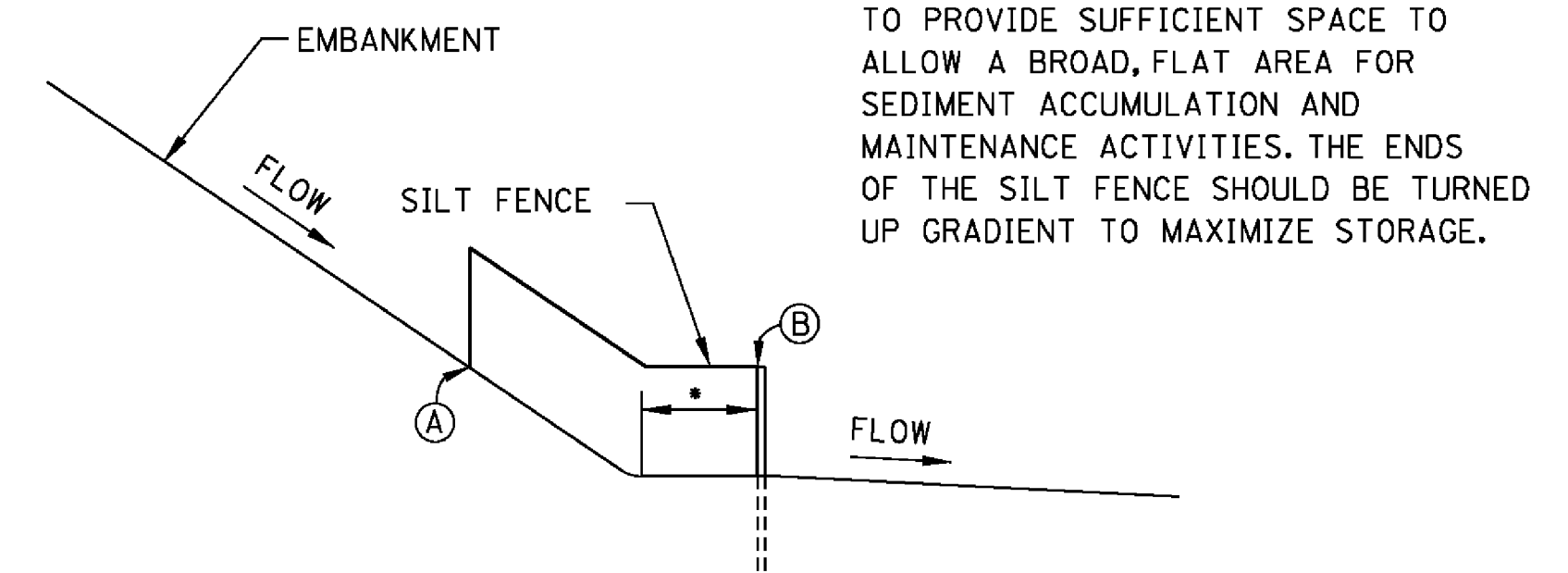
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



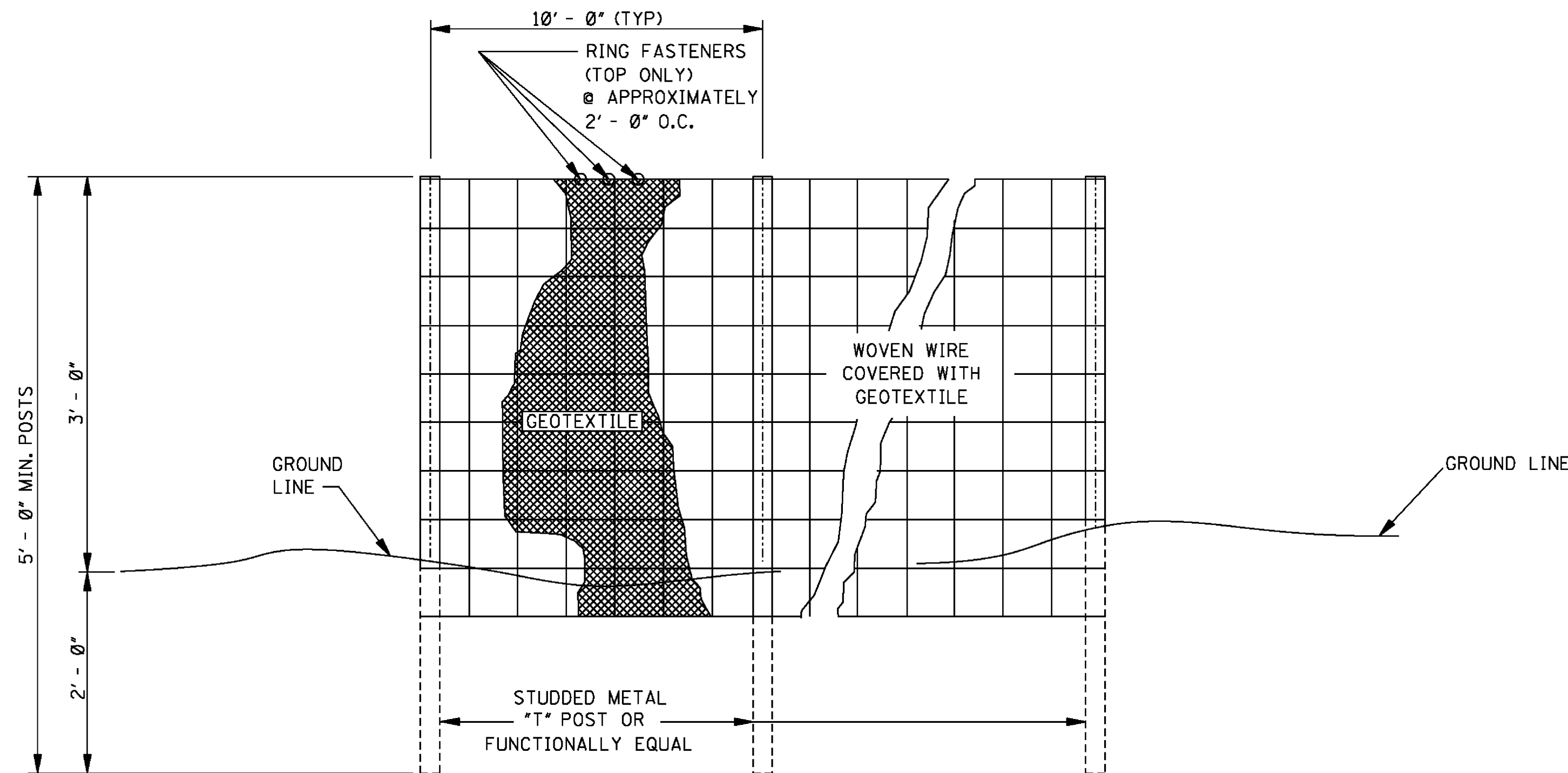
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



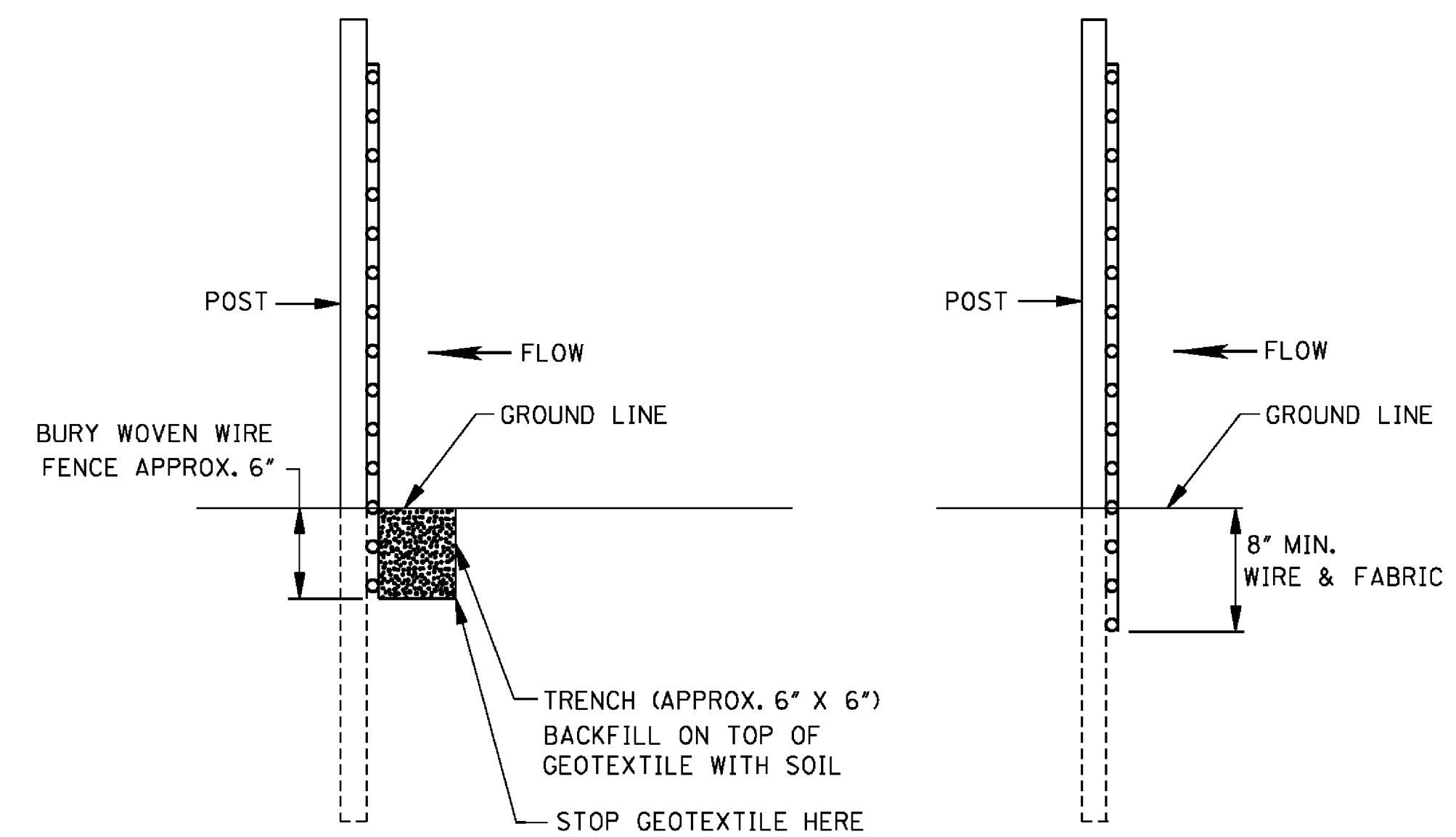
**SILT FENCE SECTION AT
TOE OF FILL**

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
					<i>DETAILS OF SEDIMENT BARRIER APPLICATIONS</i>
				DATE	 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER ECD-2 ISSUE DATE: <u> AUGUST 01, 2017 </u> SHEET NUMBER 6102

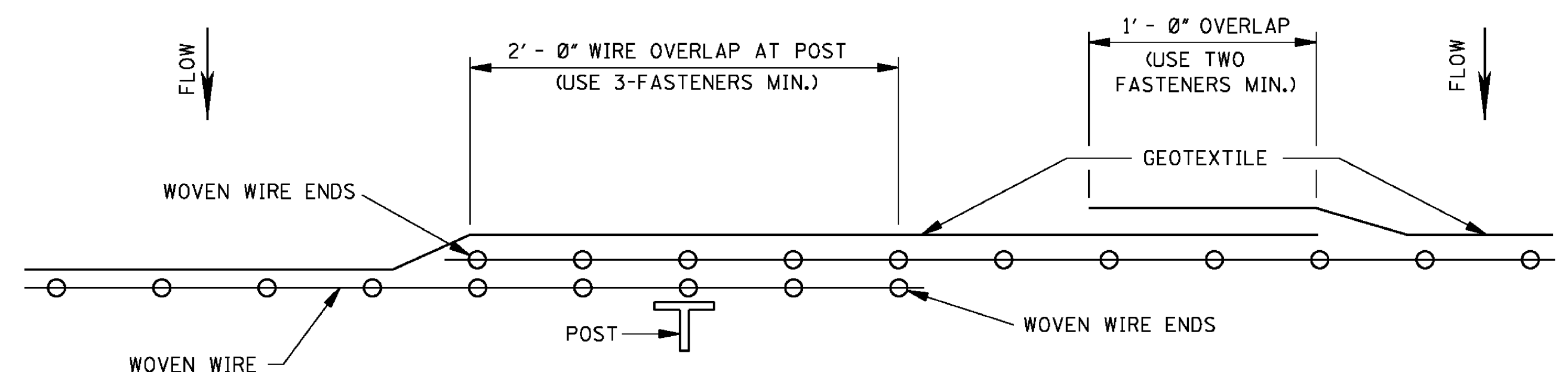
STATE	PROJECT NO.
MISS.	



ELEVATION VIEW



SIDE VIEW



PLAN VIEW
REQUIRED LAPPING

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	
					DATE	ISSUE DATE: AUGUST 01, 2017

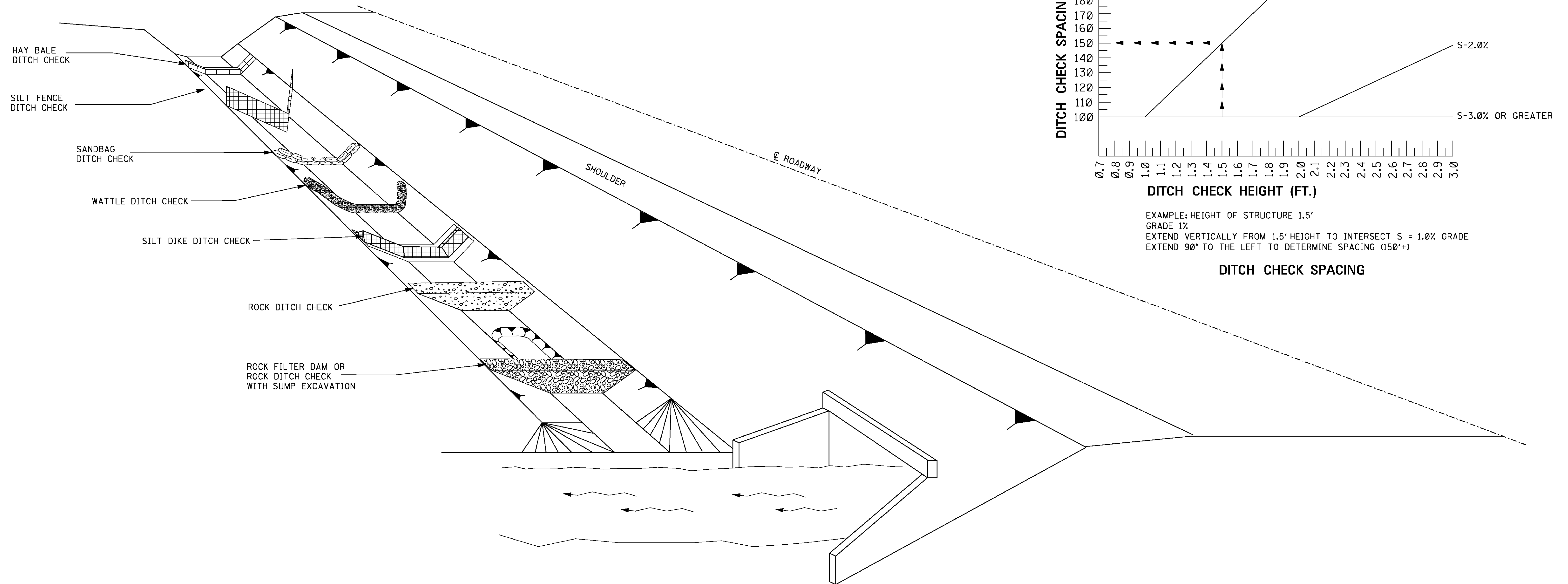
**DETAILS OF SILT
FENCE INSTALLATION**

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
ECD-3

SHEET NUMBER
6103

STATE	PROJECT NO.
MISS.	

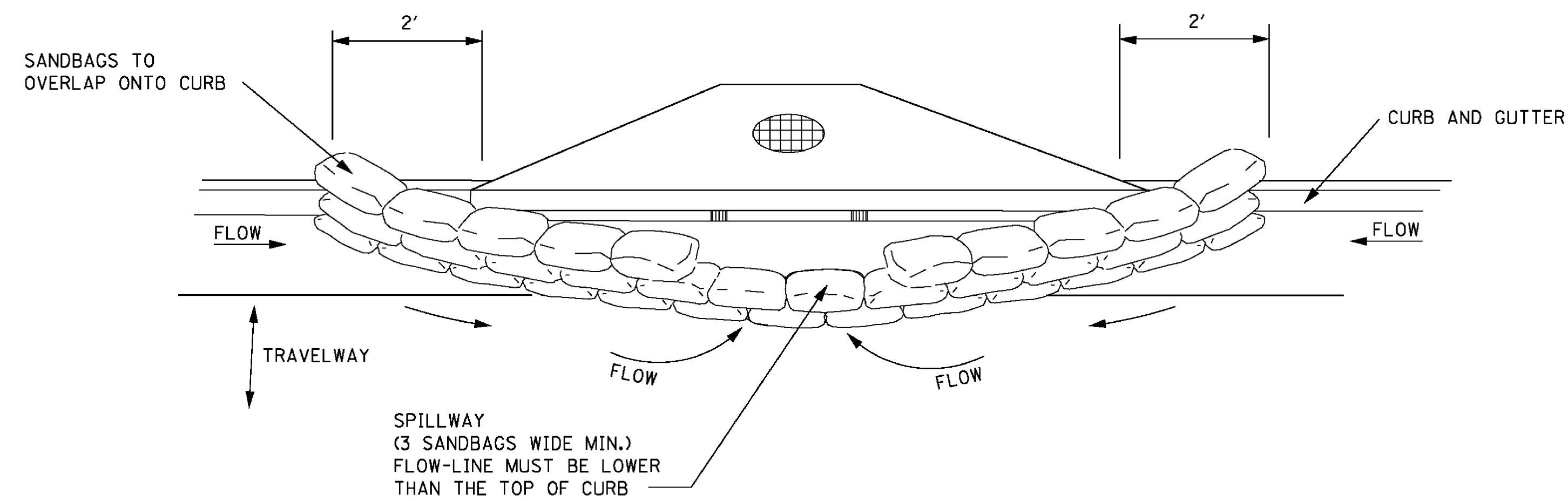


GENERAL NOTES:

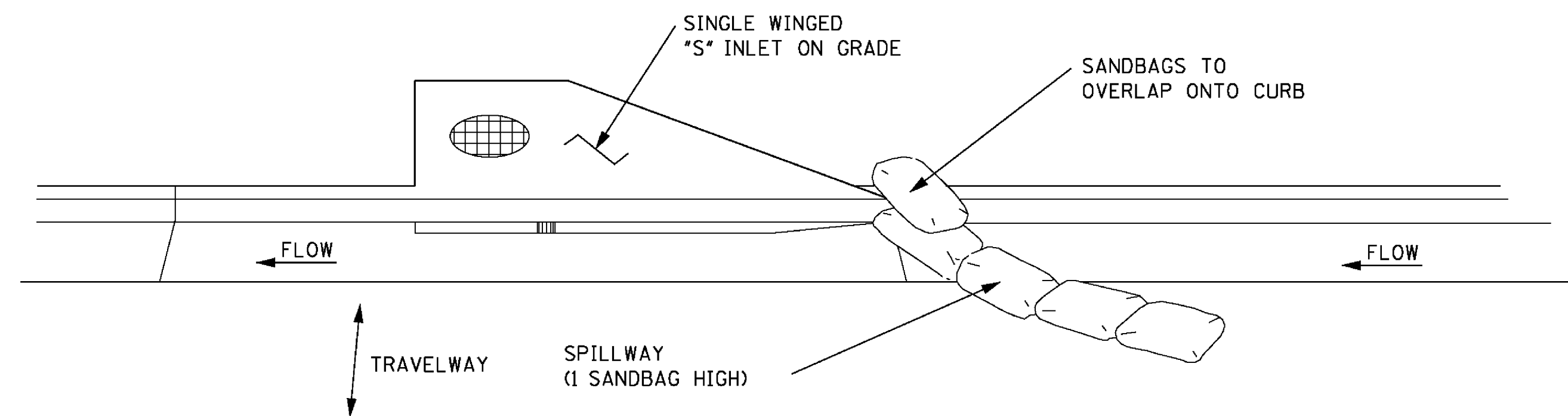
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{2}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

[illegible]

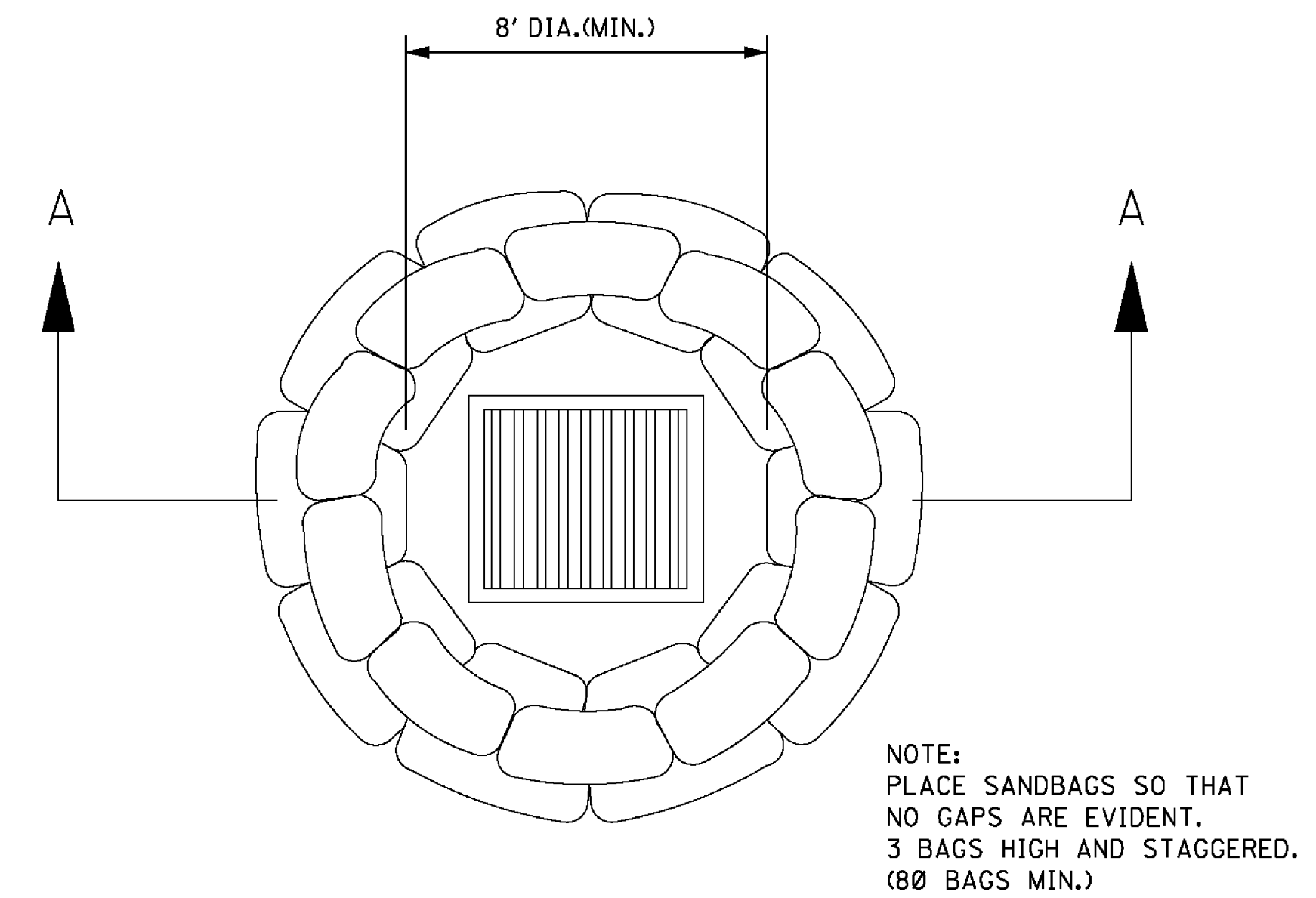
STATE	PROJECT NO.
MISS.	



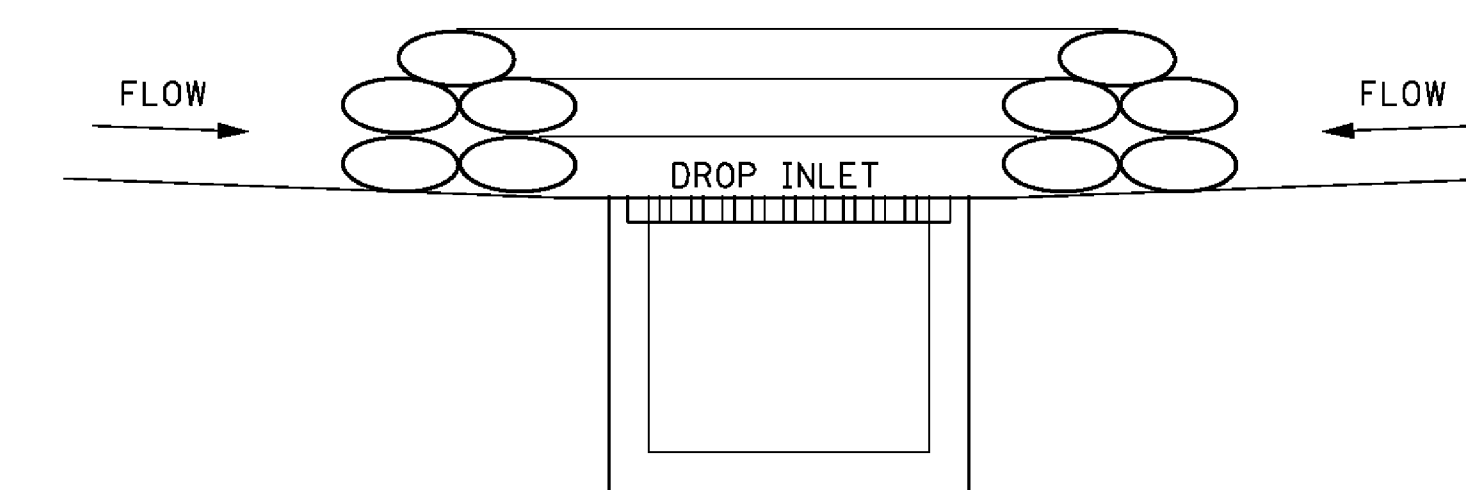
TYPICAL (SANDBAG) PROTECTION FOR INLET IN SAG



TYPICAL (SANDBAG) PROTECTION FOR INLET ON GRADE



DROP INLET
PLAN VIEW

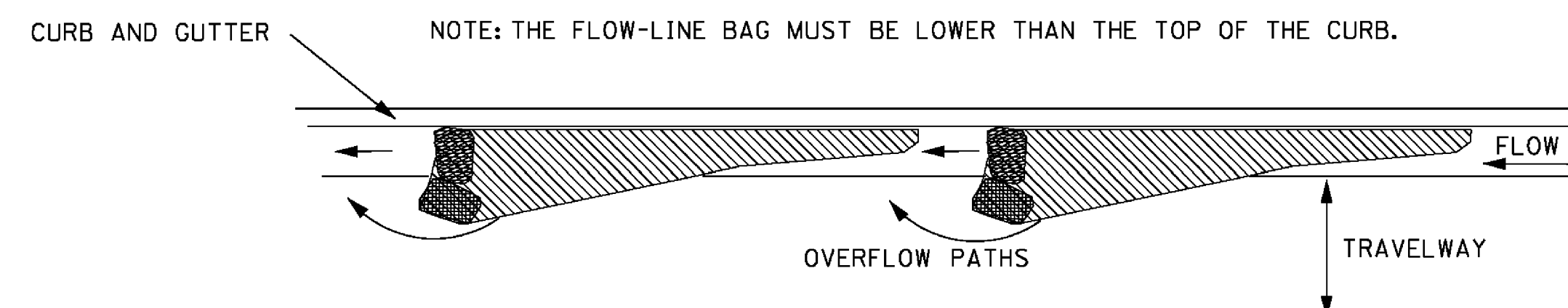


SECTION A-A

SANDBAG BARRIER

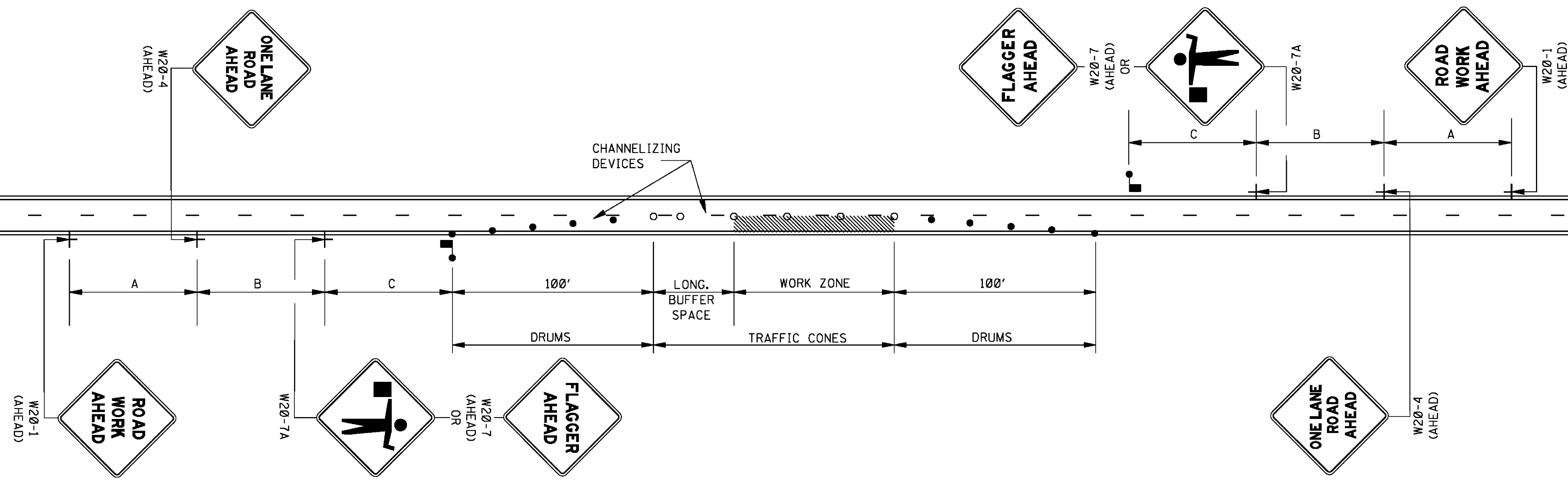
CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDEED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTROL SEDIMENT.



CURB AND GUTTER SEDIMENT CONTAINMENT SYSTEM

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	<i>INLET PROTECTION DETAILS OF SANDBAGS</i> ISSUE DATE: <u> AUGUST 01, 2017 </u>
					 WORKING NUMBER ECD-15 SHEET NUMBER 6115



GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

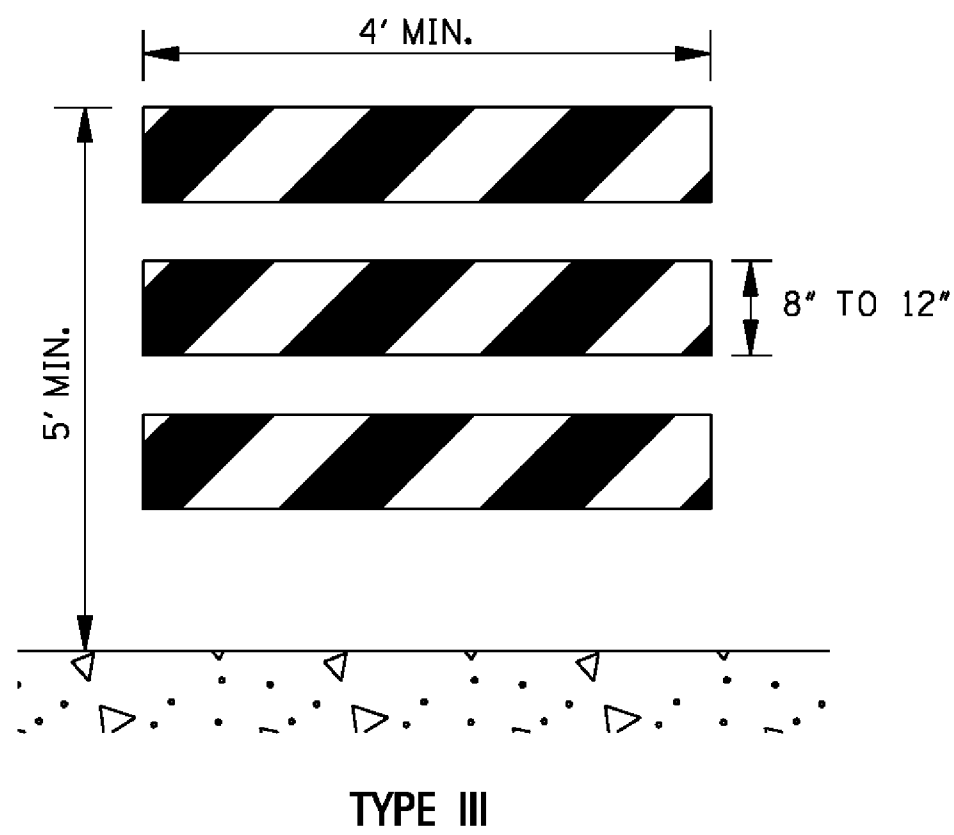
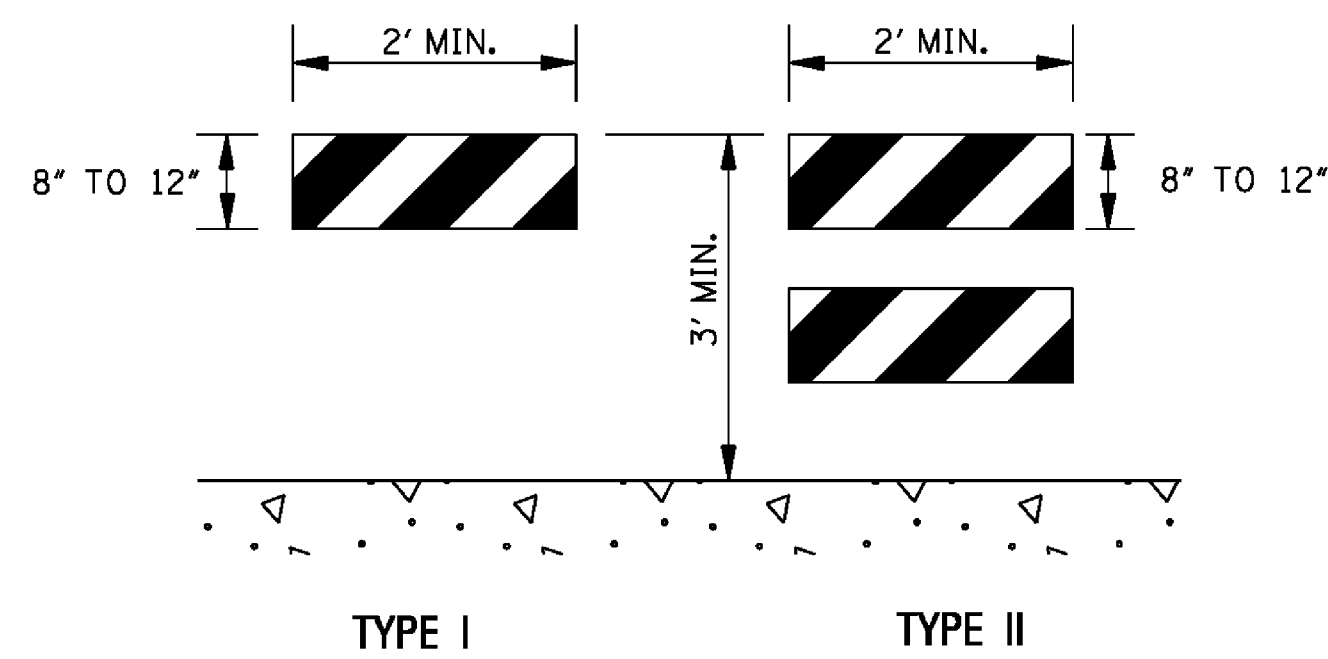
LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

DISTANCE BETWEEN SIGNS			
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

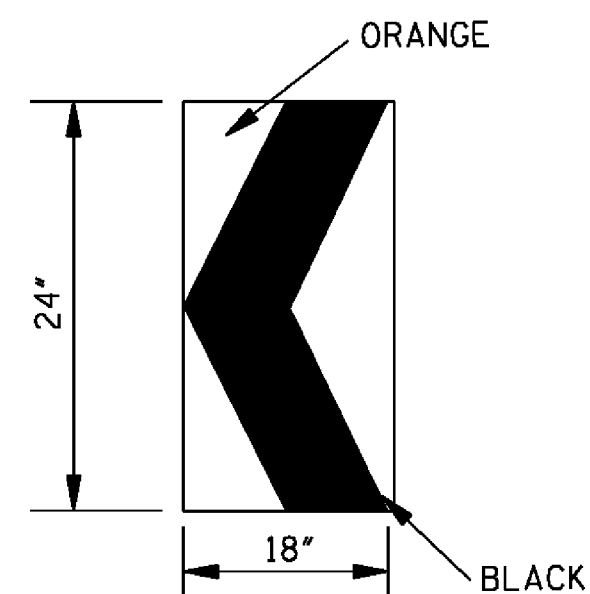
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
				DATE	ISSUE DATE: AUGUST 01, 2017
					WORKING NUMBER TCP-1
					SHEET NUMBER 6351

STATE	PROJECT NO.
MISS.	



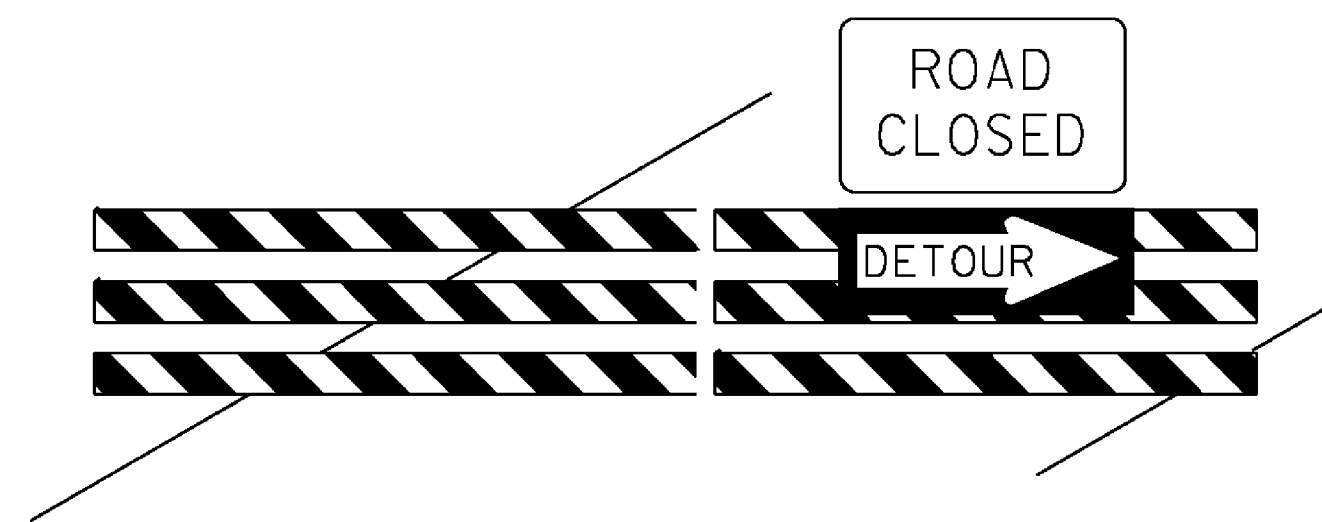
STANDARD BARRICADES

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.

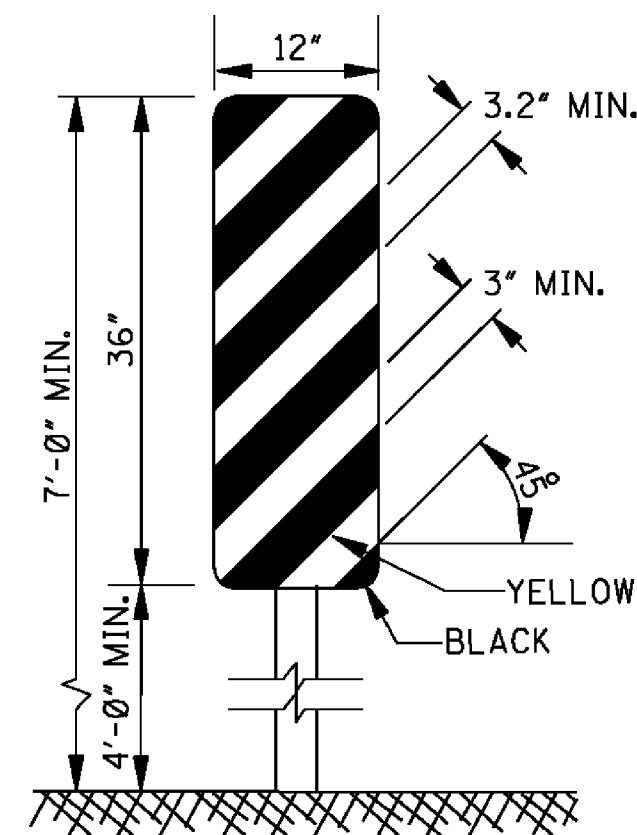


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

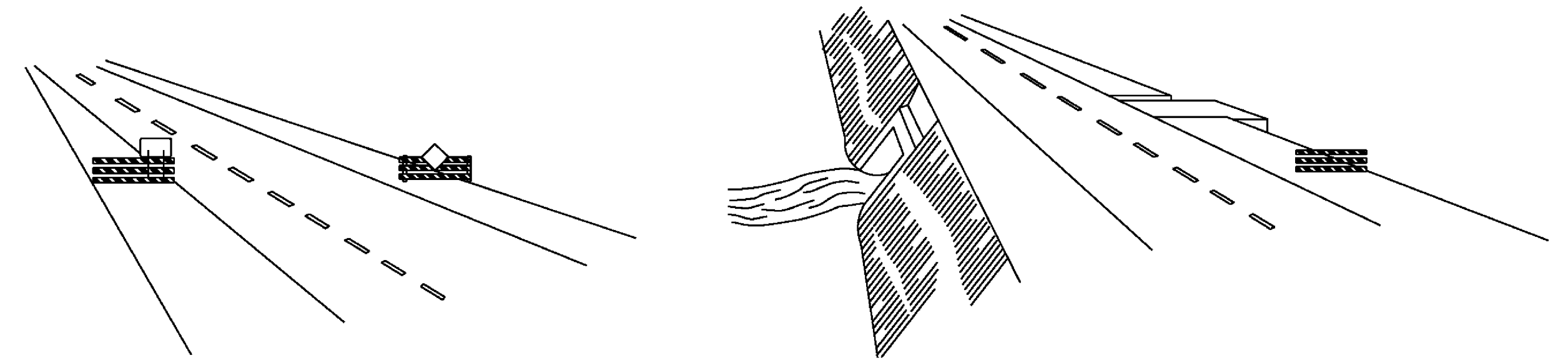
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE 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.



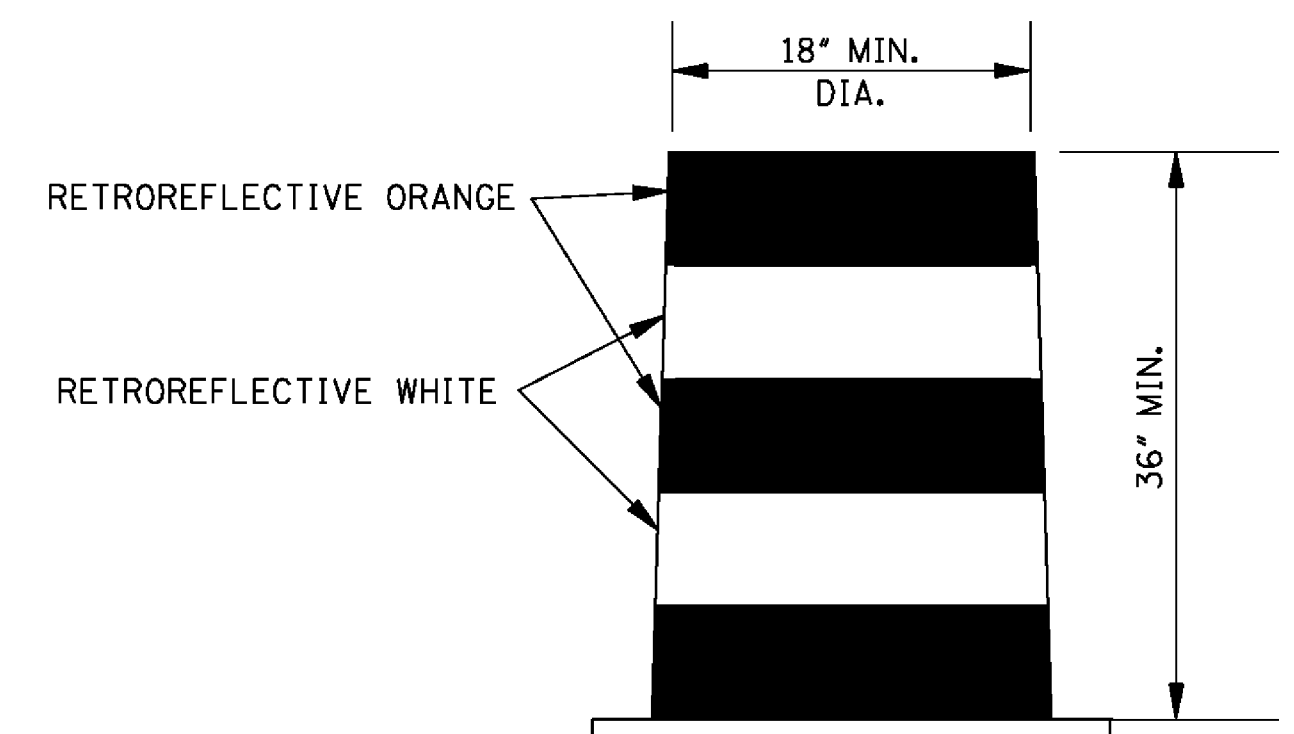
TYPE 3 OBJECT MARKER
(OM-3R)

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

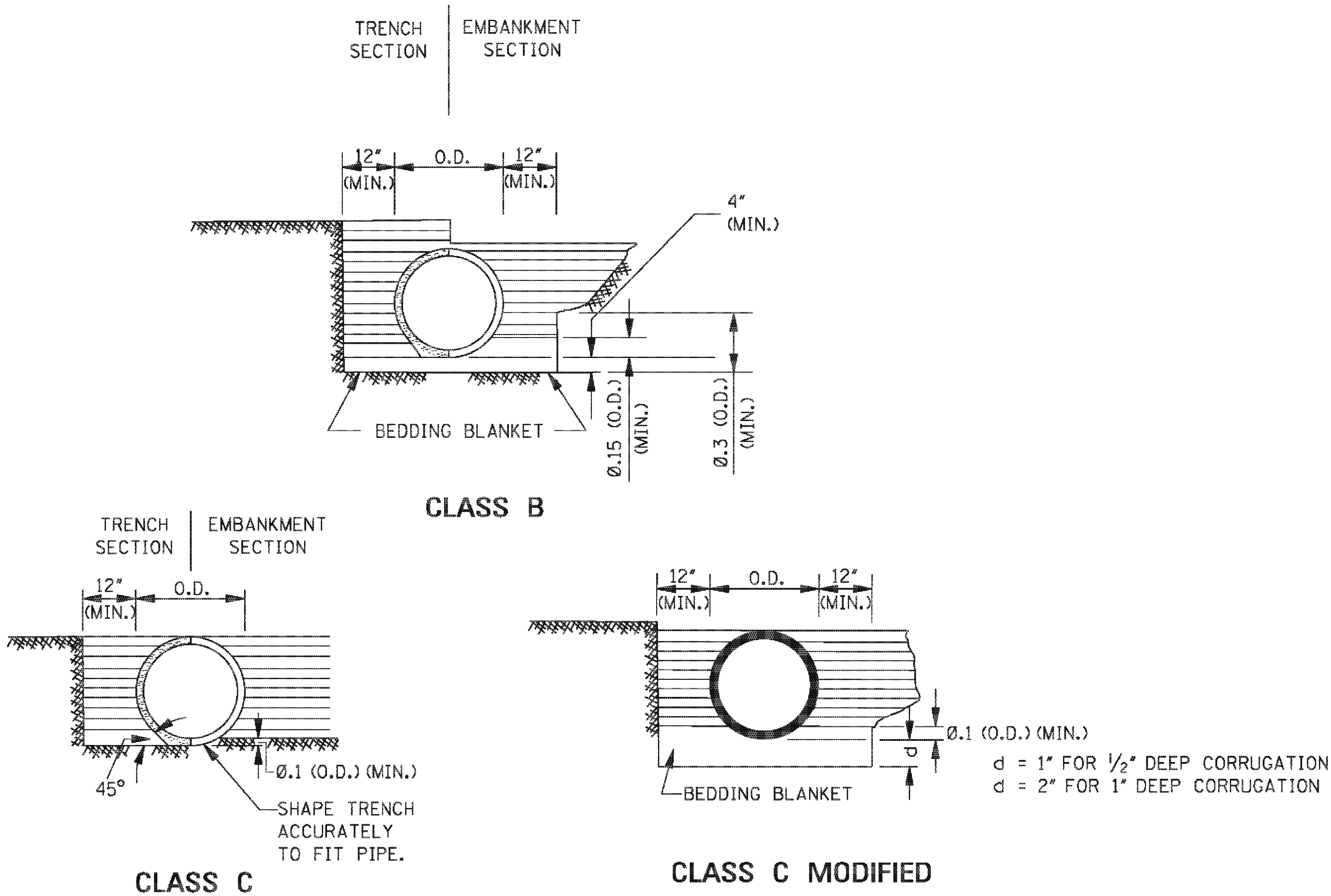
1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 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.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	 WORKING NUMBER TCP-8
				REVISION		
				DATE		
				DATE	ISSUE DATE: AUGUST 01, 2017	SHEET NUMBER 6358

STATE	PROJECT NO.
MISS.	

CORRUGATED STEEL AND ALUMINUM PIPE (ROUND)							
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (±ft)					
		SHEET THICKNESS (in)					
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.164 ALUM. 8 GAGE	
		2½" x ½" CORRUGATED STEEL HELICAL		/	3" x 1" OR 5" x 1" CORRUGATED STEEL HELICAL		/
12"	12"	207' / - / 125'	259' / - / 157'	- / - / -	- / - / -	- / - / -	
15"	12"	165' / - / 100'	207' / - / 125'	- / - / -	- / - / -	- / - / -	
18"	12"	138' / - / 83'	172' / - / 104'	242' / - / -	- / - / -	- / - / -	
24"	12"	103' / - / 62'	129' / - / 78'	181' / - / 109'	- / - / -	- / - / -	
30"	12"	82' / - / -	103' / - / 69'	145' / - / 97'	- / - / -	- / - / -	
36"	12"	68' / - / -	86' / - / 62'	120' / - / 87'	155' / - / 94'	- / - / -	
42"	12"	58' / - / -	73' / - / 51'	103' / - / 73'	133' / - / 80'	163' / - / -	
48"	12"	51' / - / -	64' / - / -	90' / - / 62'	116' / - / 70'	142' / - / 85'	
54"	12"	- / 46' / -	57' / 58' / -	80' / 82' / 54'	103' / 106' / 62'	126' / 129' / 76'	
60"	12"	- / 42' / -	- / 52' / -	72' / 74' / 48'	93' / 95' / 52'	114' / 116' / 64'	
66"	12"	- / 38' / -	- / 47' / -	- / 66' / -	84' / 86' / -	103' / 106' / 52'	
72"	12"	- / 35' / -	- / 43' / -	- / 61' / -	77' / 79' / -	94' / 97' / 43'	
78"	12"	- / 32' / -	- / 40' / -	- / 56' / -	- / 73' / -	84' / 89' / -	
84"	12"	- / 29' / -	- / 37' / -	- / 52' / -	- / 68' / -	72' / 83' / -	
90"	12"	- / 27' / -	- / 34' / -	- / 49' / -	- / 63' / -	- / 77' / -	
96"	12"	- / - / -	- / 32' / -	- / 46' / -	- / 59' / -	- / 72' / -	
102"	24"	- / - / -	- / 30' / -	- / 43' / -	- / 55' / -	- / 68' / -	
108"	24"	- / - / -	- / - / -	- / 40' / -	- / 52' / -	- / 64' / -	
114"	24"	- / - / -	- / - / -	- / 38' / -	- / 50' / -	- / 61' / -	
120"	24"	- / - / -	- / - / -	- / 36' / -	- / 47' / -	- / 58' / -	

NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR $\frac{1}{2}$ ", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36/M 36 & AASHTO M 196/M 196).



MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE		
CLASS OF PIPE	MAXIMUM COVER (Ft)	
	CLASS "C" BEDDING	CLASS "B" BEDDING
III	12'	19'
IV	18'	30'
V	28'	48'
SPECIAL DESIGN	>28'	>48'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT
THROUGHOUT THE PIPE LENGTH.

CORRUGATED METAL PIPE ARCHES						
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM COVER	STEEL		ALUMINUM	
			MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (f+t) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/f+t ²)	MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (f+t) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/f+t ²)
				† 4 tons/f+t ²		† 4 tons/f+t ²
			2 ² / ₃ X 1/2" CORRUGATION HELICAL		2 ² / ₃ X 1/2" CORRUGATION RIVETED OR HELICAL	
15"	17" X 13"	12"	0.064"	13'	0.060"	13'
18"	21" X 15"	12"	0.064"	12'	0.060"	12'
24"	28" X 20"	12"	0.064"	12'	0.075"	12'
30"	35" X 24"	12"	0.064"	12'	0.075"	12'
36"	42" X 29"	12"	0.064"	12'	0.105"	12'
42"	49" X 33"	12"	0.079"	12'	0.105"	12'
48"	57" X 38"	12"	0.109"	12'	0.135"	12'
54"	64" X 43"	12"	0.109"	12'	0.135"	12'
60"	71" X 47"	12"	0.138"	12'	0.164"	12'
66"	77" X 52"	12"	0.168"	12'		
72"	83" X 57"	12"	0.168"	12'		
			3" X 1" CORRUGATION HELICAL / 5" X 1" CORRUGATION HELICAL			
48"	53" X 41"	12" / -	0.079" / -	12' / -		
54"	60" X 46"	15" / -	0.079" / -	20' / -		
60"	66" X 51"	15" / -	0.079" / -	20' / -		
66"	73" X 55"	18" / -	0.079" / -	20' / -		
72"	81" X 59"	18" / 18'	0.079" / 0.109"	17' / 17'		
78"	87" X 63"	18" / 18'	0.079" / 0.109"	16' / 16'		
84"	95" X 67"	18" / 18'	0.079" / 0.109"	16' / 16'		
90"	103" X 71"	18" / 18'	0.109" / 0.109"	16' / 16'		
96"	112" X 75"	21" / 21'	0.109" / 0.109"	16' / 16'		
102"	117" X 79"	21" / 21'	0.109" / 0.109"	16' / 16'		
108"	128" X 83"	24" / 24"	0.138" / 0.138"	16' / 16'		
114"	137" X 87"	24" / 24"	0.138" / 0.138"	16' / 16'		
120"	142" X 91"	27" / 27"	0.168" / 0.168"	16' / 16'		

NOTES:

1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR $\frac{1}{2}$ ", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

† 2. BEARING PRESSURES FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.

GENERAL NOTES:

1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTOR'S EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.
4. THE BACKFILL SHALL BE EITHER CLASS "B", CLASS "C", OR CLASS "C" MODIFIED. A MINIMUM COMPACTION LEVEL OF 95% STANDARD PROCTOR DENSITY PER AASHTO T99 SHALL BE ACHIEVED BY USE OF VIBRATORY PLATE, HYDROHAMMER TYPE COMPACTORS SHALL NOT BE USED OVER THE PIPE. ALL COMPACTION EQUIPMENT USED SHALL BE APPROVED BY THE ENGINEER.

[illegible]

STANDARD INSTALLATION DETAIL

TABLE 1: BEDDING AND BACKFILL REQUIREMENTS

BEDDING AND BACKFILL REQUIREMENTS FOR NON-RIGID PIPE IN CROSS DRAIN AND STORM DRAIN APPLICATIONS	
A.	BEDDING SHALL BE CLASS B IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
B.	BACKFILL MATERIAL SHALL BE ONE OF THE FOLLOWING: 1. FLOWABLE FILL IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION. 2. CRUSHED STONE AGGREGATE BACKFILL IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
IF FLOWABLE FILL IS UTILIZED, CARE SHALL BE TAKEN TO PREVENT "FLOATING" OF THE PIPE. THE COST OF FURNISHING AND PLACING THE REQUIRED BEDDING AND BACKFILL MATERIAL INDICATED IN A AND B SHALL BE INCLUDED IN THE UNIT COST OF THE NON-RIGID PIPE ALTERNATE, I.E., THERE IS NO SEPARATE PAY ITEM FOR NON-RIGID PIPE BEDDING AND BACKFILL MATERIAL.	
BEDDING AND BACKFILL REQUIREMENTS FOR NON-RIGID PIPE IN SIDE DRAIN APPLICATIONS	
A.	BEDDING SHALL BE CLASS C IN ACCORDANCE WITH THE MISSISSIPPI SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
B.	BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. PIPES THAT SERVE AS A SIDE DRAIN ON DEPARTMENT RIGHT OF WAY, BUT CARRY DRAINAGE UNDER A COUNTY OR LOCAL ROAD SHALL ADHERE TO THE BEDDING AND BACKFILL REQUIREMENTS FOR A CROSS DRAIN CONTAINED ABOVE.
THE COST OF FURNISHING AND PLACING THE REQUIRED BEDDING AND BACKFILL MATERIAL INDICATED IN A AND B SHALL BE INCLUDED IN THE UNIT COST OF THE NON-RIGID ALTERNATE PIPE, I.E., THERE IS NO SEPARATE PAY ITEM FOR NON-RIGID BEDDING AND BACKFILL MATERIAL.	

TABLE 2:
HIGH DENSITY CORRUGATED POLYETHYLENE PIPE
HEIGHT OF COVER

NOMINAL DIAMETER IN.	MINIMUM COVER IN.	MAXIMUM COVER - FT.	
		CROSS DRAIN	SIDE DRAIN
12	12	38	11
15	12	36	12
18	12	35	11
24	12	30	10
30	12	25	9
36	21	29	10
42	21	27	9
48	21	25	8

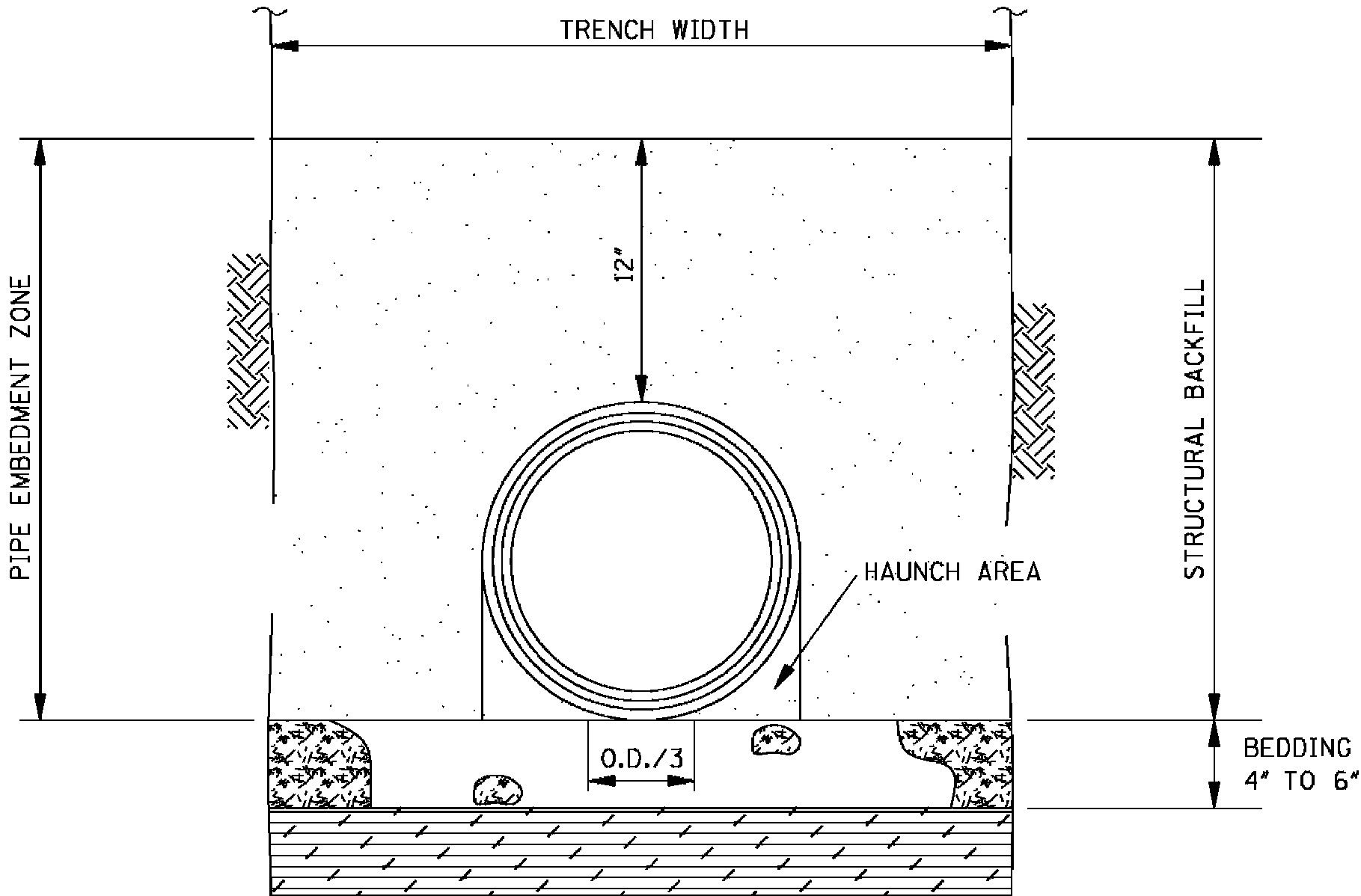
TABLE 3: RECOMMENDED TRENCH WIDTH

DIAMETER IN.	O.D. IN.	TRENCH WIDTH IN.
12	14.45	34
15	17.57	38
18	21.20	44
24	27.80	54
30	35.10	65
36	41.70	75
42	47.70	84
48	53.60	92

THE TRENCH WIDTH MUST BE WIDE ENOUGH TO
ACCOMMODATE COMPACTION EQUIPMENT

TABLE 4: MULTIPLE INSTALLATION OF
POLYETHYLENE PIPES

DIAMETER OF PIPE IN.	CLEAR DISTANCE BETWEEN PIPES FT.-IN.
18	1'-2"
24	1'-5"
30	1'-8"
36	1'-11"
42	2'-2"
48	2'-5"



TRENCH CROSS SECTION SHOWING TERMINOLOGY

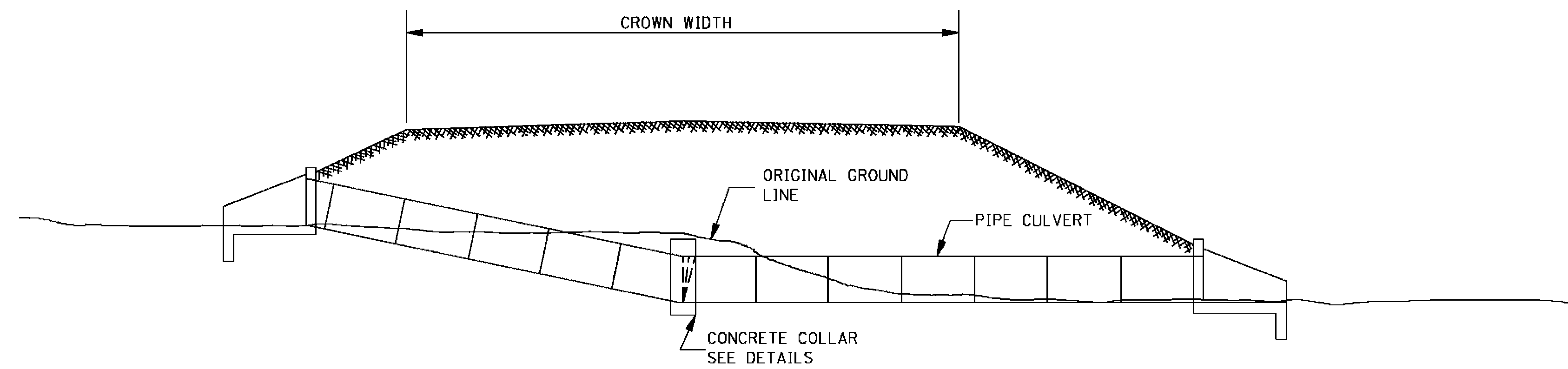
GENERAL NOTES:

- MATERIALS
THERMOPLASTIC PIPE
POLYETHYLENE PIPE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 294, LATEST EDITION.
DESIGNATION OF TYPE: TYPE S: THIS PIPE WILL HAVE A FULL CIRCULAR CROSS SECTION WITH AN OUTER CORRUGATED PIPE WALL AND A SMOOTH INNER LINER.
BEDDING MATERIAL AND STRUCTURAL BACKFILL
BEDDING MATERIAL AND STRUCTURAL BACKFILL SHALL MEET THE REQUIREMENTS OF TABLE 1.
- JOINTS
JOINTS FOR THERMOPLASTIC PIPE SHALL MEET THE PERFORMANCE REQUIREMENTS OF SOILTIGHTNESS UNLESS WATERTIGHTNESS IS SPECIFIED.
SUITABLE JOINTS CAN BE OBTAINED WITH THE FOLLOWING TYPES OF CONNECTIONS:
A) CORRUGATED BANDS (WITH OR WITHOUT GASKETS)
B) BELL AND SPIGOT PIPE ENDS (WITH OR WITHOUT GASKETS)
C) DOUBLE BELL COUPLINGS (WITH OR WITHOUT GASKETS)
- INSTALLATION
MINIMUM TRENCH WIDTHS SHALL MEET THE REQUIREMENTS OF TABLE 3.
THE MIDDLE THIRD OF THE BEDDING MATERIAL UNDER THE PIPE SHOULD BE LOOSELY PLACED, WHILE THE REMAINDER SHALL BE COMPACTED TO A MINIMUM 90% OF MAXIMUM DENSITY PER AASHTO T 99.
A MINIMUM OF 4 INCHES OF BEDDING SHALL BE PROVIDED PRIOR TO PLACEMENT OF THE PIPE.
STRUCTURAL BACKFILL SHALL BE PLACED AND COMPACTED IN LAYERS NOT EXCEEDING AN 8" LOOSE LIFT THICKNESS AND BROUGHT UP EVENLY ON BOTH SIDES OF THE PIPE WITH AN ELEVATION NOT LESS THAN 12 INCHES ABOVE THE TOP OF THE PIPE. A MINIMUM COMPACTION LEVEL OF 90% STANDARD DENSITY PER AASHTO T 99 SHALL BE ACHIEVED.
MINIMUM COVER REQUIREMENTS SHALL MEET THE REQUIREMENTS OF TABLE 2.
FOR MULTIPLE INSTALLATIONS OF POLYETHYLENE PIPES, A CLEAR DISTANCE BETWEEN THE PIPES SHALL MEET THE REQUIREMENTS OF TABLE 4.
- CALCULATIONS FOR FILL DEPTHS ARE BASED ON PROPERTIES DEFINED IN AASHTO M294 AND CALCULATIONS IN AASHTO SEC. 19.

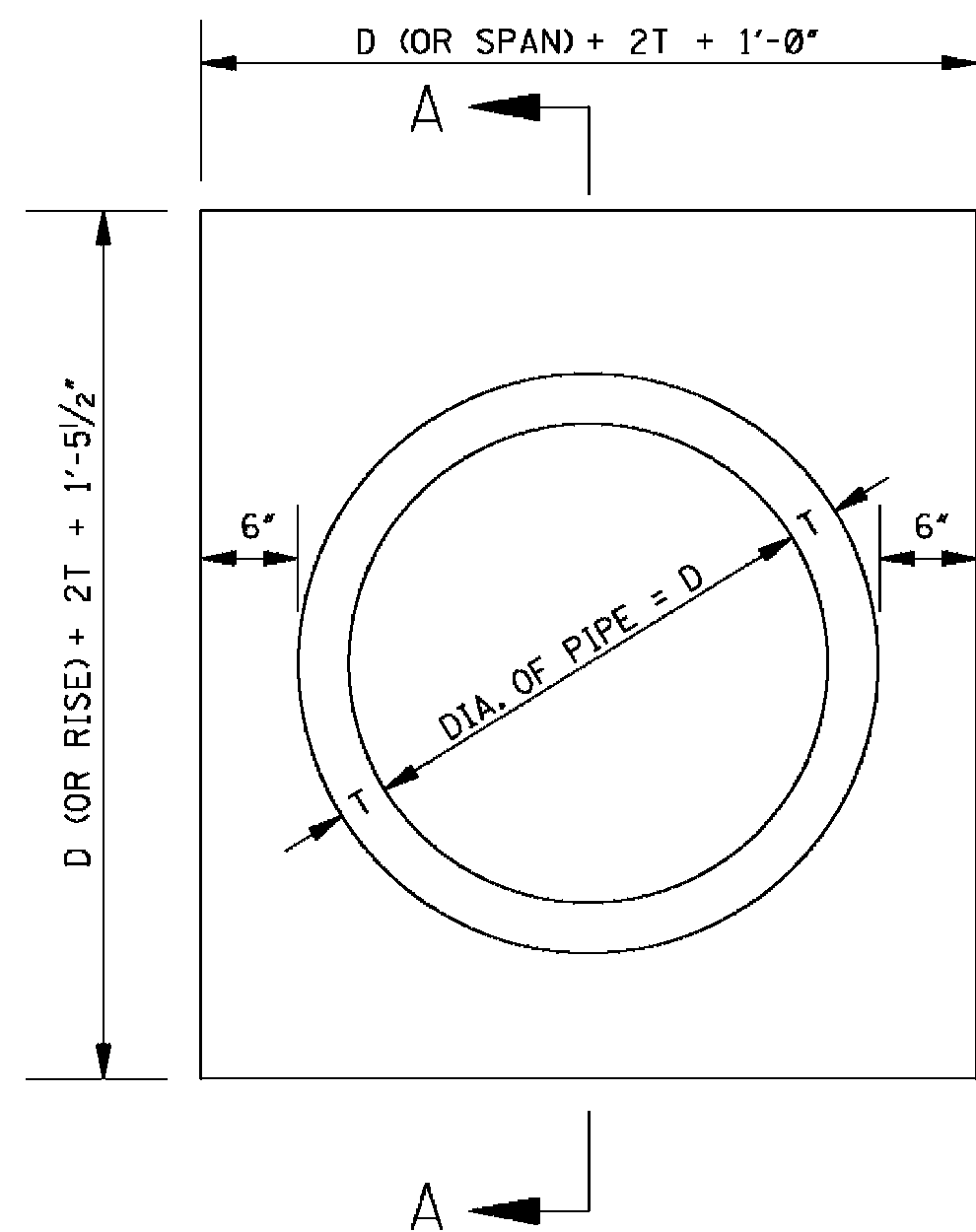
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
ISSUE DATE: AUGUST 01, 2017					SHEET NUMBER 6502

WORKING NUMBER
PI-2

STATE	PROJECT NO.
MISS.	

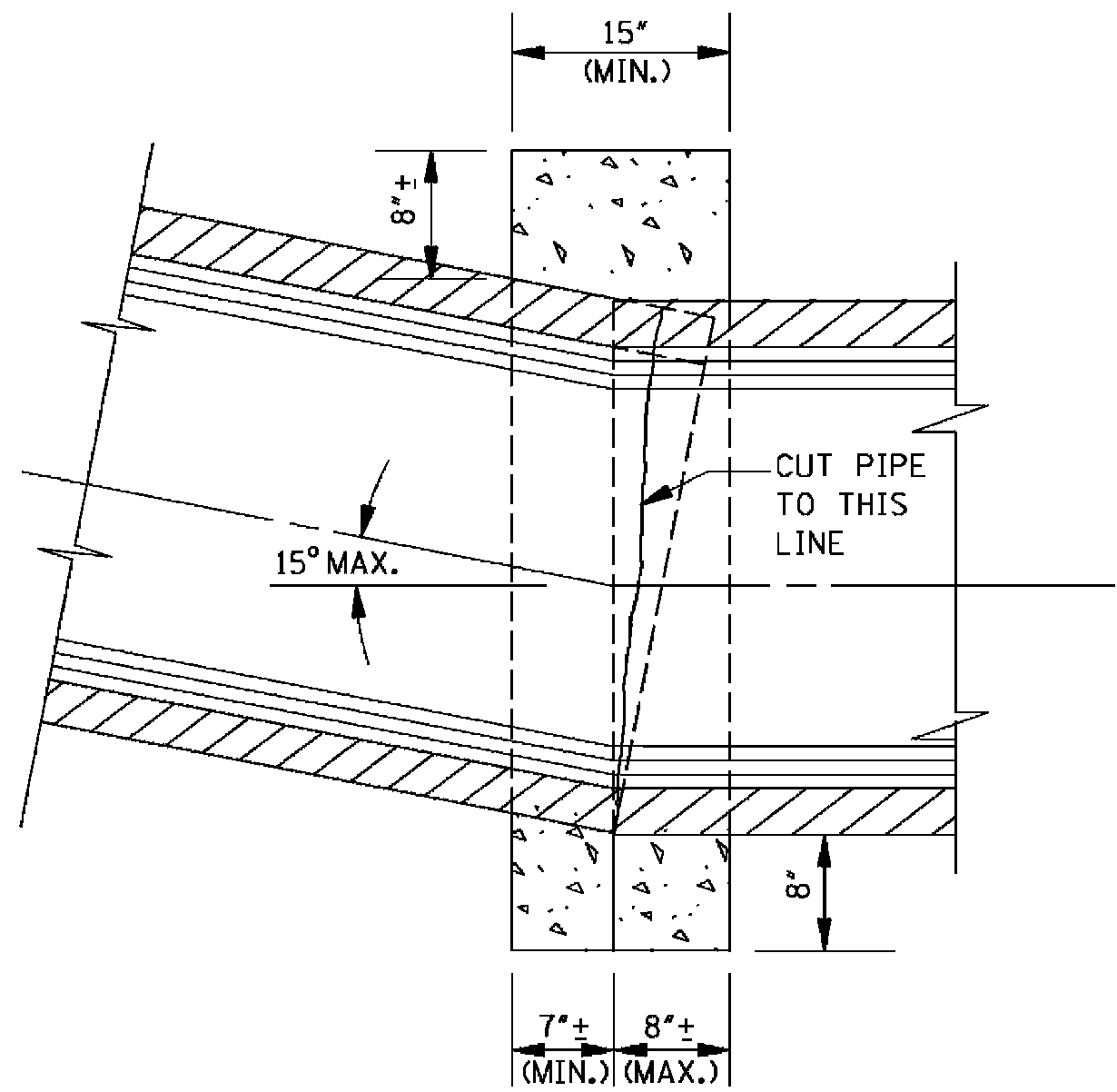


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



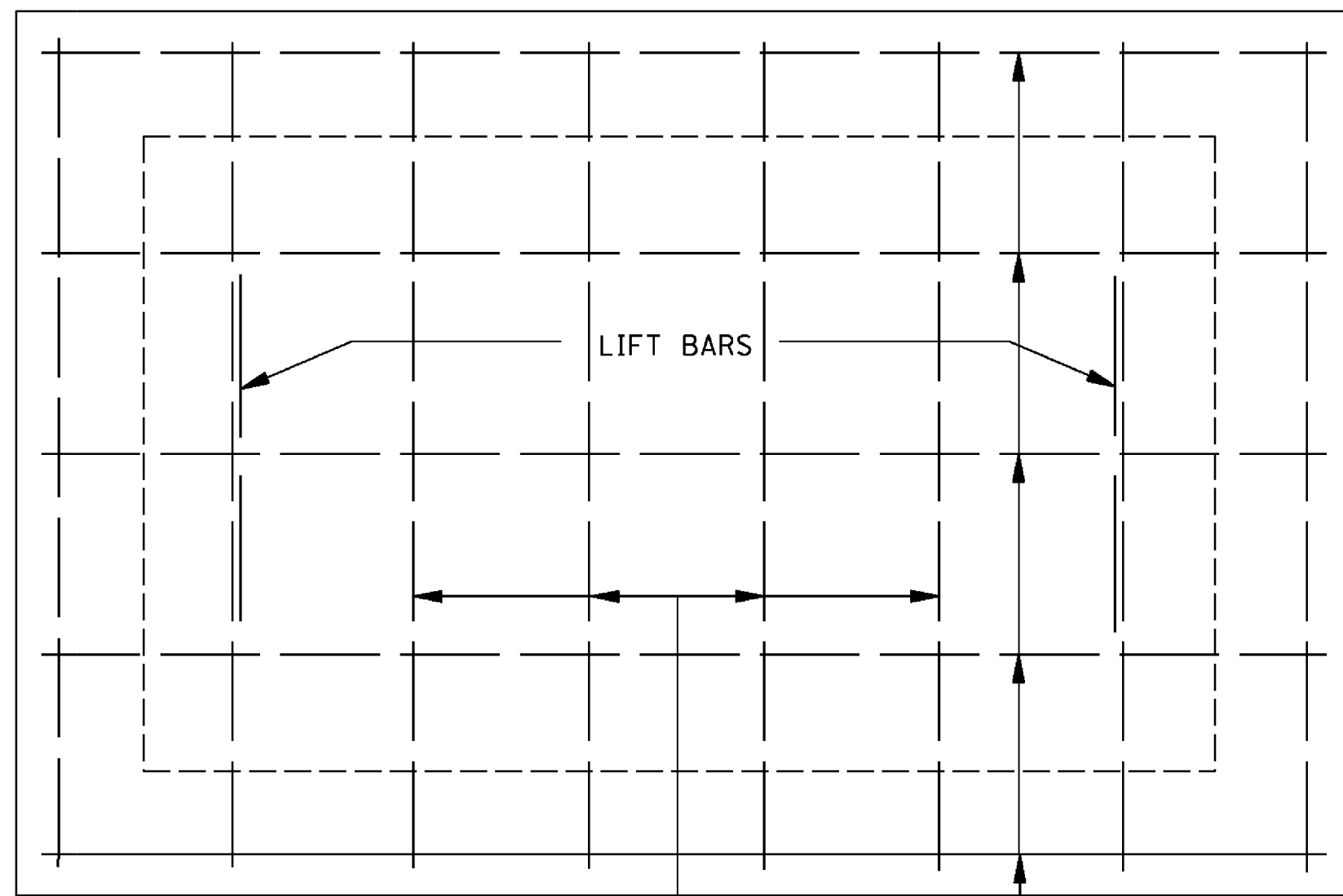
SECTION A-A

GENERAL NOTES:

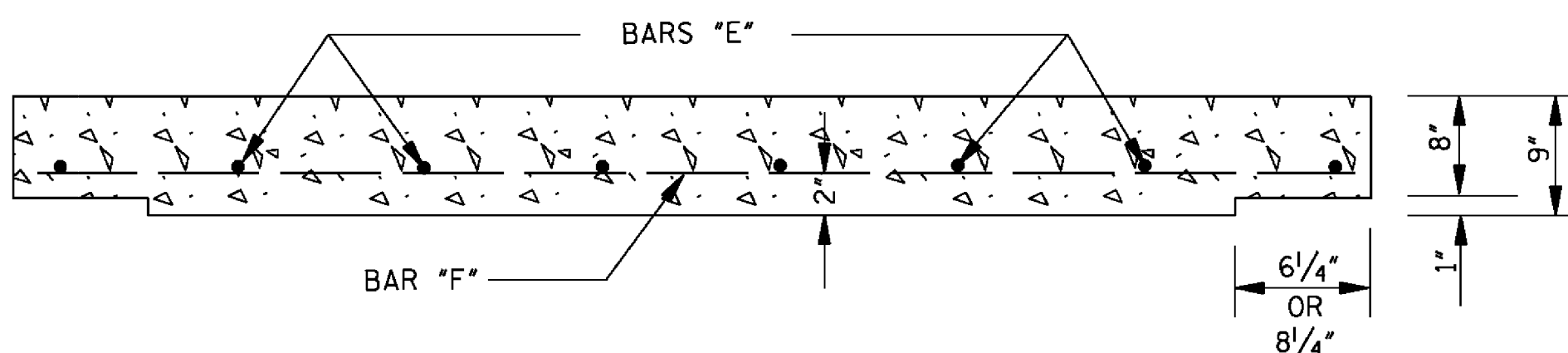
1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.
2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

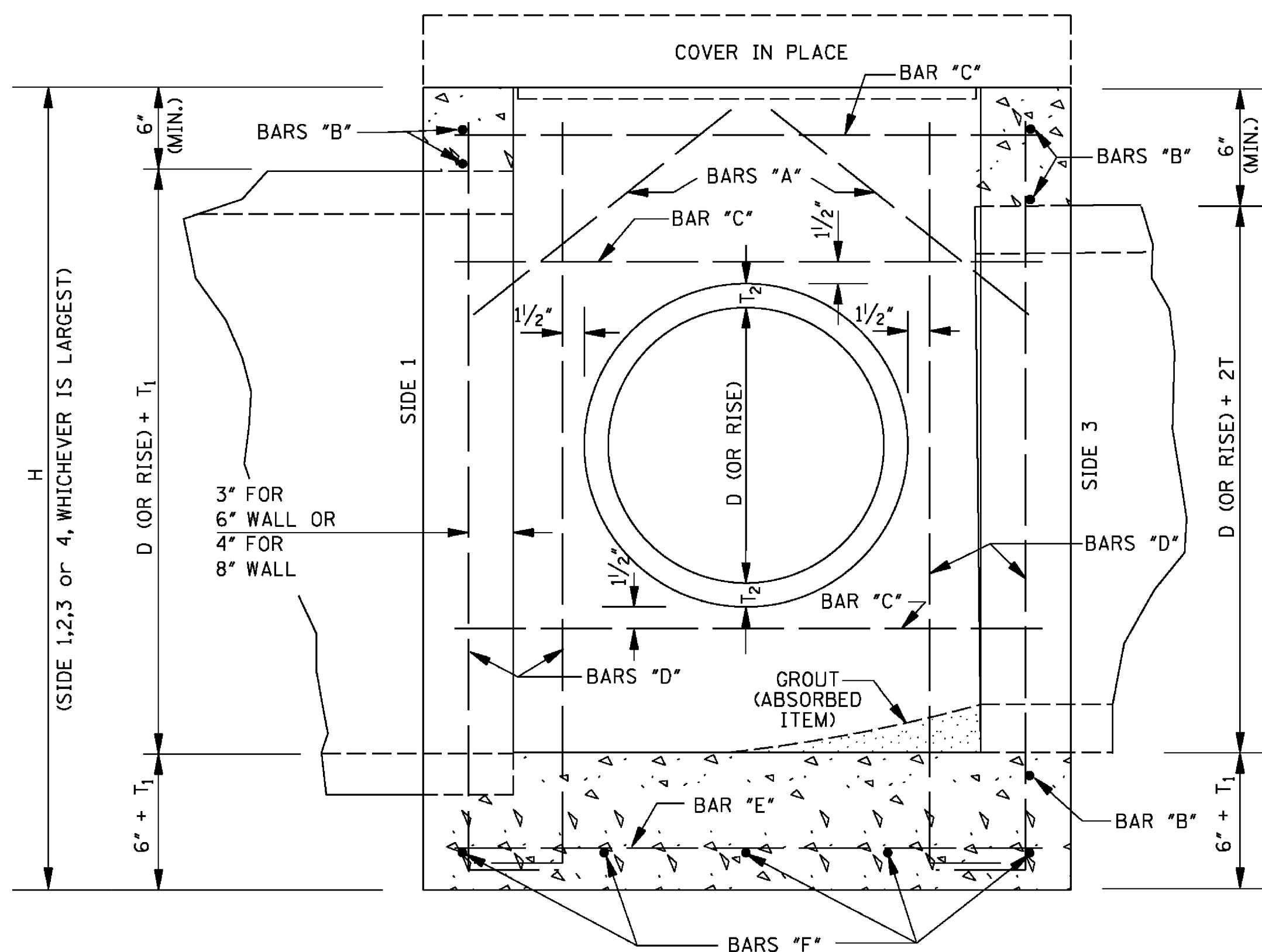
					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	
					DATE	CONCRETE PIPE COLLAR
ISSUE DATE:						AUGUST 01, 2017



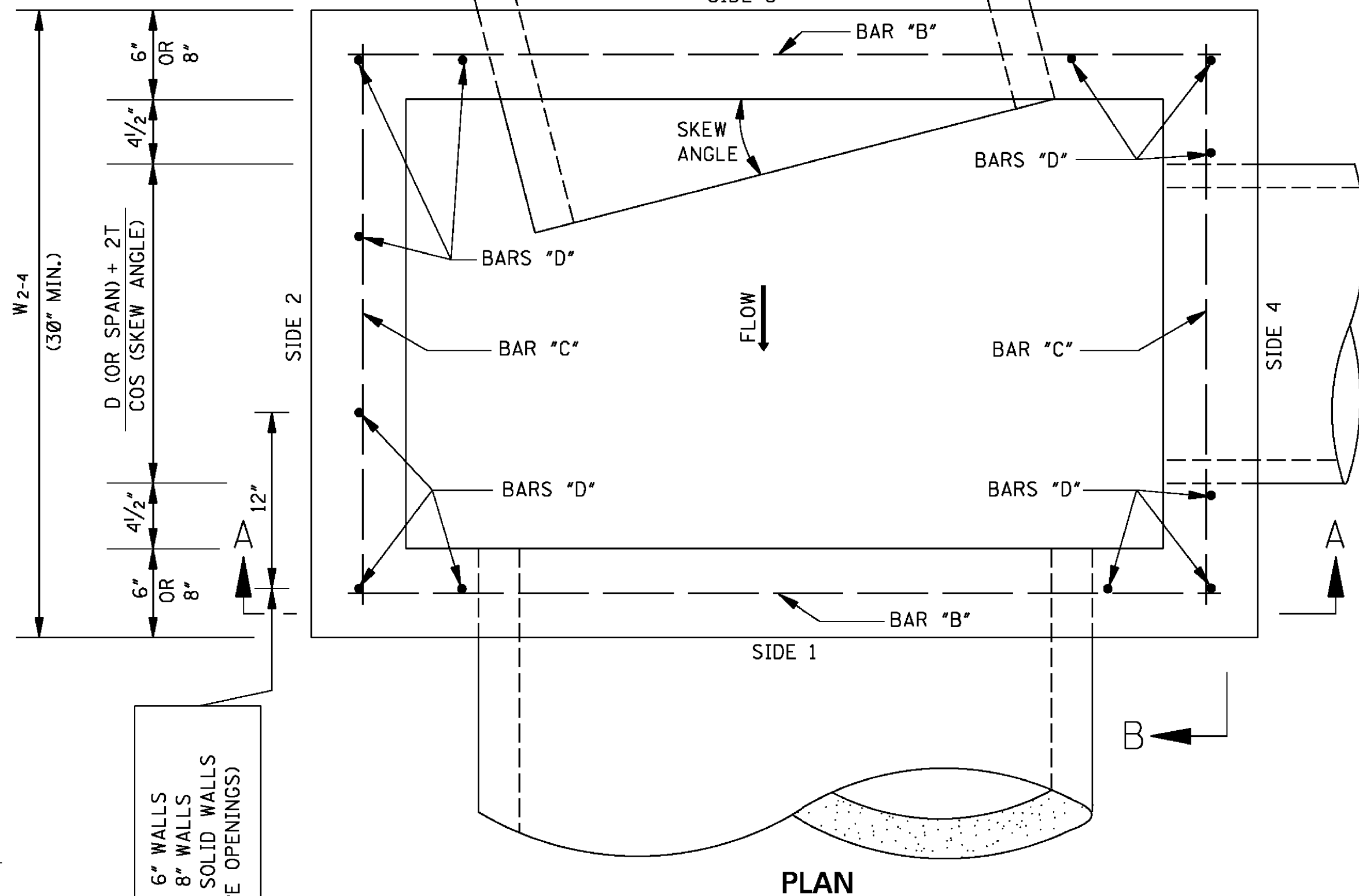
PLAN OF COVER



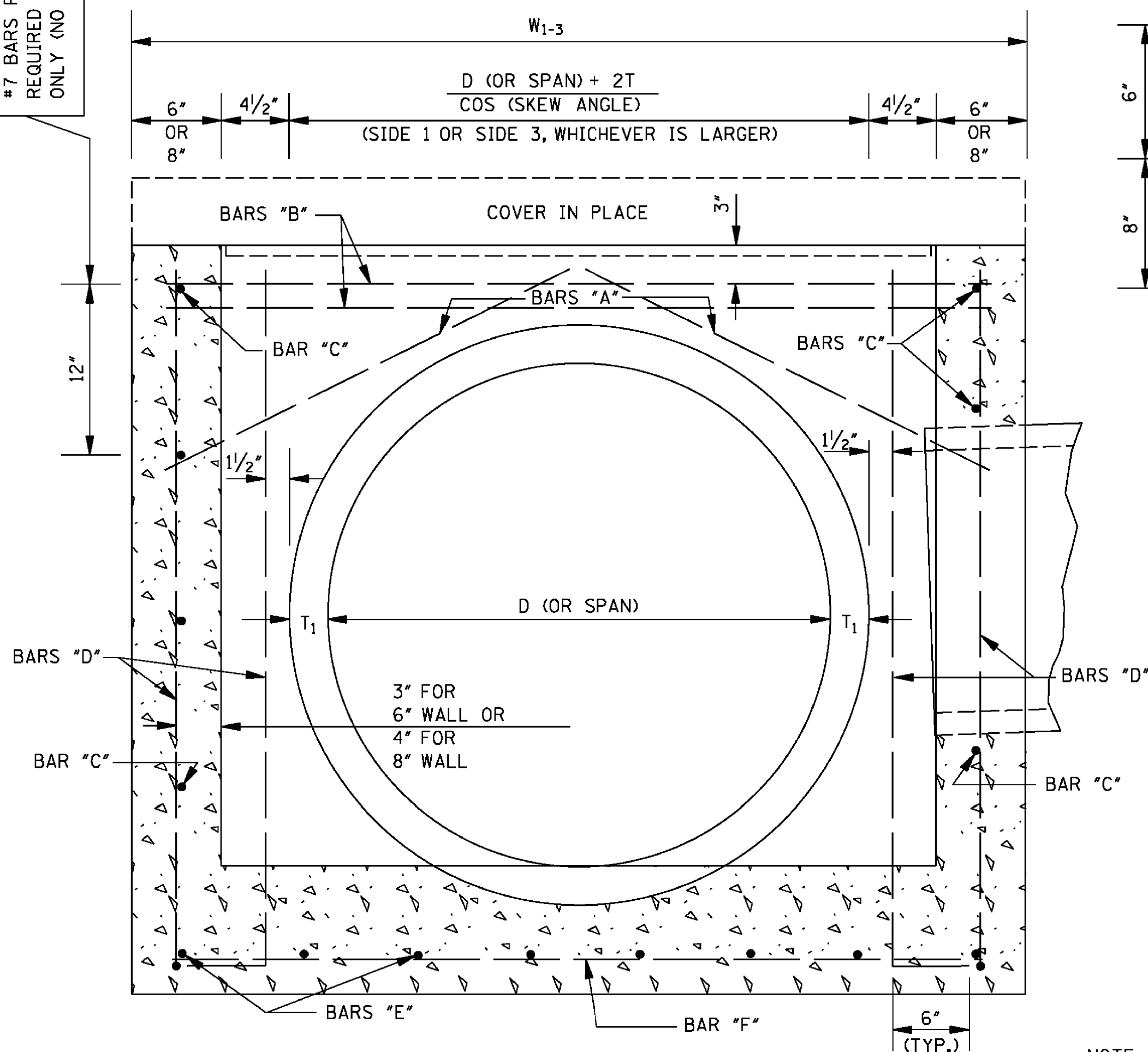
ELEVATION OF COVER



SECTION B-B



PLAN



SECTION A-A

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
"A"	#4	2 PER PIPE OPENING	$\sqrt{196^2 + (W^* + 2^*)^2}$
"B"	#6 FOR 6" WALL #7 FOR 8" WALL	2 + [2 PER OPENING SIDE 3] + [1 PER SIDE 1] + [12" O.C. FOR SOLID WALL]	$W_{1-3} - 4"$
"C"		2 + [2 PER OPENING] + [12" O.C. FOR SOLID WALL]	$W_{2-4} - 4"$
"D"		4 + [2 PER OPENING] + [12" O.C. FOR SOLID WALL]	H
"E"	#6	$2 \left[\left(\frac{W_{1-3}}{6"} \right)^{**} + 1 \right]$	$W_{2-4} - 4"$
"F"	#6	$2 \left[\left(\frac{W_{2-4}}{6"} \right)^{**} + 1 \right]$	$W_{1-3} - 4"$

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

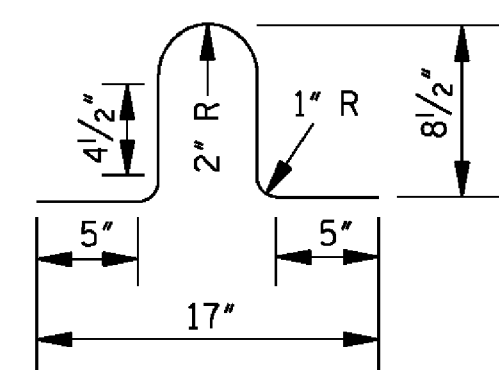
CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: 6" WALL
Q1 = [8"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 12.5")(W₂₋₄ - 12.5")] + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 12"[H - (T₁ + 6")][(W₁₋₃ - 12") + W₂₋₄]
OR: 8" WALL
Q1 = [8"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 16.5")(W₂₋₄ - 16.5")] + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 16"[H - (T₁ + 6")][(W₁₋₃ - 16") + W₂₋₄]

COMMON PIPE SIZE					
CIRCULAR PIPE				ARCH PIPE	
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)		PIPE SIZE	T
		6" WALL	†8" WALL		
18"	2 1/2"	0.053	0.071	22" X 13"	2 1/2"
24"	3"	0.091	0.121	29" X 18"	3"
30"	3 1/2"	0.138	0.184	36" X 23"	3 1/2"
36"	4"	0.196	0.261	44" X 27"	4"
42"	4 1/2"	0.263	0.350	51" X 31"	4 1/2"
48"	5"	-	0.453	58" X 36"	5"
54"	5 1/2"	-	0.569	65" X 40"	5 1/2"
60"	6"	-	0.699	73" X 45"	6"
66"	6 1/2"	-	0.840		
72"	7"	-	0.996		

† NOTE: IF ANY PIPE REQUIRING A 8" WALL IS USED, ALL WALLS SHALL BE 8" REGARDLESS OF PIPE SIZE.

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, ASTM A 615, GRADE 60 OR AASHTO M 31, GRADE 60.
- 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.



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.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
REVISION	ROADWAY DESIGN DIVISION
DATE	STANDARD PLAN
	JUNCTION BOX TYPE 2
	FOR TRAFFIC LOAD
	(MAXIMUM "W" = 9'-3")
	ISSUE DATE: AUGUST 01, 2017
	WORKING NUMBER JB-2
	SHEET NUMBER 6506

SPECIFICATIONS AND CONTRACT DOCUMENTS

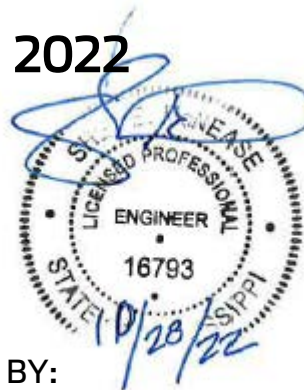
FOR

HATTIESBURG HIGH AREA
INFRASTRUCTURE IMPROVEMENTS - PHASE I

FOR THE

CITY OF HATTIESBURG

November, 2022



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

Table of Contents

Advertisement For Bids.....	3
Information For Bidders.....	4
Proposal Form.....	7
Proposal.....	8
Bid Bond.....	13
Contract Agreement.....	15
Payment And Performance Bond.....	19
General Conditions.....	21
Definitions.....	21
Preliminary Matters.....	24
Correlation, Interpretation And Intent of Contract Documents.....	27
Availability Of Lands; Subsurface Conditions; Reference Points.....	28
Bonds And Insurance.....	30
Contractor's Responsibilities.....	31
Work By Others.....	41
Owner's Responsibilities.....	42
Engineer's Status During Construction.....	43
Changes In Work.....	46
Change Of Contract Price.....	47
Change Of Contract Time.....	52
Guaranty.....	52
Payments And Completion.....	53
Suspension Of Work And Termination.....	57
Dispute Settlement.....	59
Miscellaneous.....	59
Supplemental General Conditions.....	62
Article 1 - Special Conditions.....	62
Scope And Intent.....	62
Examination Of Premises.....	62
Permits, Taxes, And Ordinances.....	62
Insurances, Etc.....	62
Cleaning Up.....	65
Special Instructions.....	65
Limitations.....	65
Product/Materials Substitution.....	65
Inspection.....	65
Specifications And Drawings Are Reciprocal.....	65
As-Built Drawings.....	66
Guarantees, Warranties And Bonds.....	66
Close-Out Documents.....	67
Technical Specifications.....	68
Measurement And Payment.....	69
Sanitary Sewer Systems.....	TS-1
Standard Specification for Lining Ductile Iron Pipe.....	TS-18
Manholes.....	TS-20
Restoration of Roads, Driveways, Fences, Lawns and other Grassed Areas.....	TS-27
Seeding and Sodding.....	TS-33
Concrete.....	TS-39
Ductile Iron Water Systems.....	TS-42
Fire Hydrant.....	TS-57
Sewer – Tracer Wire Specification.....	TS-60



ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg, MISSISSIPPI**, will receive sealed bids until **10:00 AM** on **December 22, 2022** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**HATTIESBURG HIGH AREA
INFRASTRUCTURE IMPROVEMENTS – PHASE I
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
HATTIESBURG HIGH AREA
INFRASTRUCTURE IMPROVEMENTS – PHASE I
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 8th day of November A.D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on 11/17/2022 and 11/24/22
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on December 22, 2022, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Hattiesburg High Area Infrastructure Improvements – Phase I, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the

OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to

complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 180 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

PROPOSAL

HATTIESBURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS – PHASE I

Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Pipe Items				
1	8" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	10		
2	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	390		
3	10" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	10		
4	10" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	300		
5	10" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	10		
6	10" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	116		
7	10" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	LF	186		
8	10" SDR 26 PVC Sewer Pipe (14'- 16') (Open Cut)	LF	438		
9	10" SDR 26 PVC Sewer Pipe (6'- 8') (Dry Jacked)	LF	20		
10	12" DR 11, HDPE (Bored)	LF	770		
11	Removal of Existing Sewer Line	LF	740		
12	Abandonment of Existing Sewer Line (All Sizes)	LF	1,830		
13	Tracer Wire System for Sewer	LS	1		
	Sewer Manhole Items				
14	48" Precast Concrete Sewer Manhole (6' - 8')	EA	2		
15	48" Precast Concrete Sewer Manhole (8' - 10')	EA	3		
16	48" Precast Concrete Sewer Manhole (12' - 14')	EA	1		
17	48" Precast Concrete Sewer Manhole (14' - 16')	EA	2		

18	48" Precast Concrete Sewer Manhole (28' - 30')	EA	1		
19	Demolition and Removal of Existing Manholes (All Types)	EA	3		
20	Abandonment of Existing Manhole	EA	5		
	Sewer Service Items				
21	4" Sanitary Sewer Service Cleanout	EA	28		
22	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	210		
23	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	820		
24	8"x8"x6" PVC Service Tee	EA	4		
25	10"x10"x6" PVC Service Tee	EA	6		
26	10"x10"x6" HDPE to PVC Service Tee (Incl. adapter fittings)	EA	9		
27	Existing Sewer Service Investigation	EA	36		
	Water Pipe Items				
28	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	10		
29	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	160		
30	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,715		
31	8" 200 PSI, DR 11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	140		
32	Tracer Wire System for Water	LS	1		
	Water Connection Items				
33	Cut and Cap Existing Lines	Each	3		
34	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	1		

35	Connection: Prop 6" to Exist 10" (Hot Tap w/ Valve & other fittings)	Each	1		
36	Connection: Prop 6" to Prop 4" (6"x6"x4" Tee & other fittings)	Each	1		
37	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	Each	1		
	Water Valve Items				
38	4" Gate Valve	Each	1		
39	6" Gate Valve	Each	4		
	Water Fire Protection Items				
40	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	2		
	Water Service Items				
41	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	8		
42	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	6		
43	Residential Service Tubing (Open Cut) (All Sizes)	LF	140		
44	Residential Service Tubing (Bored) (All Sizes)	LF	40		
45	Commercial Service Tubing (Open Cut) (All Sizes)	LF	250		
46	Remove and Reset Water Meter	Each	6		
	Miscellaneous Construction Items				
47	Crushed Aggregate (Size 610)	Ton	1,170		
48	Select Fill Material (Class 9, Group C), LVM	CY	2,565		
49	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	SY	145		

50	Concrete Pavement for Street Repair (All Depths)	SY	12		
51	9.5mm Hot Mix Asphalt	Ton	450		
52	19mm Hot Mix Asphalt	Ton	340		
53	Cold Milling of Bituminous Pavement (All Depths) (for Tie-Ins)	SY	450		
54	Concrete Sidewalk Repair (All Depths)	SY	55		
55	Concrete Curb & Gutter (Match Existing Type)	LF	345		
56	Loose RipRap, Size 300	Ton	9		
57	Geotextile Fabric for RipRap	SY	14		
58	Class "B" Concrete, Minor Structures	CY	4		
59	Reinforcing Steel	LBS	190		
60	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16		
61	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	32		
62	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	48		
63	Remove and Replace Existing Chain Link Fence	LF	10		
64	Remove and Replace Existing Wood Fence	LF	10		
65	6" Thermoplastic Traffic Stripe, Detail Yellow	LF	510		
66	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	LF	260		
67	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	1,130		
68	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	5		
69	Clearing and Grubbing	Acre	0.5		
70	Temporary Erosion Control	LS	1		

71	Maintenance of Traffic	LS	1		
72	Mobilization	LS	1		
			BID TOTAL:		

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____ Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**HATTIESBURG HIGH AREA
INFRASTRUCTURE IMPROVEMENTS – PHASE I
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

HATTIESBURG HIGH AREA INFRASTRUCTURE IMPROVEMENTS – PHASE I HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ _____ for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST _____

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a corporation, partnership or individual duly
unauthorized by law to do business as a construction contractor in the State of
Mississippi, and _____ of _____
(herein called the Surety), a corporation duly authorized to do surety business under the
laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg
, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State
of Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the payment of which
well and truly to be made, the said Principal and the said Surety do hereby bind
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **HATTIESBURG HIGH AREA**
INFRASTRUCTURE IMPROVEMENTS – PHASE I, HATTIESBURG, MISSISSIPPI as
shown on Plans and specified thereby in the Specifications, Proposal and other Contract
Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, then this obligation shall be void, otherwise to remain in full
force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates
and agrees that no charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to
the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.2 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project

Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon

which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent

in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or

Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in

obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge

the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties

on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to

arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if

within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the

Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have

been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required.

And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty

payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original

allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the

completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only

that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the

site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated

damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or

similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or

other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is

due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve

his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR

and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Measurement and Payment section of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of HATTIESBURG.

3. Buy American Clause

Contractors are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications. Any items not specifically described herein shall be measured and paid in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

SEWER MAIN (SDR-26), HDPE, DUCTILE IRON, OR OTHER

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, boring, fittings, and related items not specifically covered under other pay items. Measurement of the item shall be from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items. The item shall be paid per linear foot in relation to the diameter of the pipe and depth of the cut shown in the individual bid items.

SEWER MAIN (BORED) (ALL TYPES)

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required backfill excavation, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, fittings, and related items not specifically covered under other pay items. Excavation for sewer main installed by boring will not be measured for separate payment. Measurement of the item shall be from end of bored pipe to end of bored pipe in relation to the diameter of the pipe as shown in the individual bid items. The item shall be paid per linear foot in relation to the diameter of the pipe shown in the individual bid items.

REMOVAL OF EXISTING SEWER LINE

Payment for removal of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

ABANDONMENT OF EXISTING SEWER LINE

Payment for abandonment of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

TRACER WIRE SYSTEM FOR WATER/SEWER

Installation requirements for tracer wire shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to provide a complete tracer system for the sewer infrastructure with proper grounding and connection points as shown in the plans and specifications. Grounding and hook-up locations shall be absorbed in the price of the tracer wire. The item shall be paid lump sum.

MANHOLES

Payment for manholes will be per each and in relation to the depth of manhole in the appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DEMOLITION AND REMOVAL OF EXISTING MANHOLE

Payment for demolition and removal of existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole frame and lid assembly with storage and delivery to City of Hattiesburg, demolition and removal of the remainder of the manhole as indicated on the construction plans removal of the manhole as indicated. The item shall include all labor, equipment and materials necessary to demolish and remove an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the removal. The item shall be paid per each.

ABANDONMENT OF EXISTING MANHOLE

Payment for abandonment of existing manhole shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per each.

DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

SANITARY SEWER SERVICE CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect each necessary cleanout as determined by the ENGINEER to provide sanitary sewer service to project area. Item shall be paid per each.

SANITARY SEWER SERVICE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include PVC pipe, fittings, and other items necessary for a functioning service. Item shall include all labor, equipment and materials necessary to install all equipment. The item shall be per linear foot.

SANITARY SEWER SERVICE TEE

Payment for sanitary sewer service tee will be per each at the bid size and type. Price shall include all labor, materials and equipment necessary to install sanitary sewer service tee based on plans and specifications.

EXISTING SEWER SERVICE INVESTIGATION

Payment for existing sewer service investigation shall include all labor, materials and equipment to locate existing sewer services prior to installation of the proposed sanitary sewer main. Item will be paid per each.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

WATER PIPE (BORED) (ALL TYPES)

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required backfill excavation, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. Excavation for water main installed by boring will not be measured for separate payment. Measurement of the item shall be from end of bored pipe to end of bored pipe in relation to the diameter of the pipe as shown in the individual bid items. The item shall be paid per linear foot of pipe installed and accepted in relation to the diameter of the pipe shown in the individual bid items.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, service tee, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

REMOVAL OF EXISTING FIRE HYDRANT

Payment for removal of fire hydrant shall include capping/plugging existing service line and removal of the hydrant. Item shall be paid per each.

SERVICE TAP

Payment for service tap shall include all fittings, tubing, tapping saddle, corporation stop, materials, labor and equipment to provide a new water service. Item shall be paid per each.

SERVICE TUBING

Payment for installation of service tubing shall include furnishing and installing service tubing as directed by the ENGINEER. Item shall include all boring, trenching, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as directed. Payment shall be per linear foot measured from each connection point.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and any agency fees. This item shall be paid per each.

REMOVE AND RESET RESIDENTIAL METER

Payment shall include all components, any necessary fittings, labor and equipment to remove, relocate and reset an existing residential water meter. Meter shall be able to function fully within the existing system. Item shall be paid per each.

CUT AND CAP EXISTING WATER LINES

Payment shall include all components, any necessary fittings, labor and equipment to cut and cap existing water lines. Item shall be paid per each.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregate may be used for a temporary riding surface and will be the surface of any impacted street throughout the life of the project. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of ENGINEER as to the overall percentage full of haul material and that determination shall be final. Item shall include material, haul, placement and testing necessary to meet the plans and specifications.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement, finishing and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic yard.

HOT MIX ASPHALT

Payment for hot mix asphalt shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE SIDEWALK REPAIR

Payment for concrete sidewalk repair shall include furnishing and installing sidewalk to match removed concrete sidewalk. Item shall include saw cutting, forming, material, haul, placement, compaction and testing necessary to meet the plans and specifications. Item shall not be used for damage to sidewalk as a result of poor construction methods or neglect from the contractor. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

CONCRETE DITCH REPAIR

Payment for concrete ditch repair shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing paved ditch. Item shall be paid per square yard.

CLASS "B" CONCRETE, MINOR STRUCTURES

Payment for Class "B" Concrete, Minor Structures shall include grading, forming, materials, placement, compaction and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per cubic yard.

REINFORCING STEEL

Payment for reinforcing steel shall include grading, forming, materials, tying, spacing and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per pound.

INLET GRATINGS

Payment for inlet gratings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with

the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per pound.

INLET CASTINGS

Payment for inlet castings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per pound.

DRAINAGE PIPE (ALL TYPES)

Payment for all drainage pipe shall include furnishing and installing pipe, trenching, bedding, compaction of required bedding and backfill excavation, disposal of excess material, sheeting, shoring, bracing, dewatering and related items not specifically covered under other items. Measurement shall be from end of pipe to end of pipe installed in relation to the diameter of the pipe. Item shall be paid per linear foot.

REMOVAL OF EXISTING PIPE CROSS DRAINS

Payment for removal of existing pipe cross drains shall include removal of all pipe materials from project site. Item shall be as authorized by the engineer. Item shall be paid per linear foot.

REMOVAL OF EXISTING CORRUGATED HDPE PIPE AND RESET

Payment for removal of existing corrugated HDPE pipe and reset shall include removal of all pipe materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

REMOVAL, SALVAGE, AND RESET EXISTING FENCE

Payment for removal, salvage, and reset of existing fence shall include removal of all fence materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE

Payment for 6" Yellow Thermoplastic Detail Stripe shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING

Payment for Legend White Thermoplastic Traffic Marking shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

SOLID SOD

Payment for solid sod shall include furnishing and installing sod, fertilizer, lime, watering

and other components required to establish permanent grassing matching existing conditions. Solid Sod shall include final grading prior to installation of sod materials. The unit measurement shall be per square yard.

LANDSCAPE RESTORATION

Payment for Landscape Restoration shall include furnishing and installing of top soil, mulch, plants, fertilizer, watering, final grading and other components required to re-establish landscaping to matching existing conditions. The unit measurement shall be per square foot.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications. Payment shall include off site removal of all items removed during clearing and grubbing. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be per acre.

TEMPORARY EROSION CONTROL

Payment for Temporary Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the ENGINEER.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site, to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

SANITARY SEWERAGE SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
- F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer and bear on the submittal a certification from the Contractor the submittal is in conformance with the specifications.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate which certifies the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. **Ductile Iron Pipe:** Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have 40 mils of Protecto 401 Ceramic Epoxy on the interior per "Standard Specification for Lining Ductile Iron Pipe for Sewer Service".

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. **PVC Pipe:** PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and

concrete manholes. Pipe connections to new manholes shall be made using a flexible synthetic rubber boot mechanically clamped to the manhole and to the pipe to provide a watertight seal.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

4.2 Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR). Contractor shall verify the I.D. of the casing pipe is adequate for the carrier pipe prior to installation.

4.3 Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - ½"	95 - 100
¾"	35 - 70
⅜"	10 - 30
No. 4	0 - 5

4.4 Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - ½" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Specifications, Group

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Fill Material: General : The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in

character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material. Material shall meet the Standard Specifications for Road and Bridge Construction, Latest Edition for Class 9 Group C and modified to consist of a P.I of between 5 and 15.

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project. Unacceptable material shall be disposed of off-site at the Contractor's expense.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

Where possible, Contractor shall remove turf in sections, keep damp, and replace upon completion of backfilling.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor at his expense. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should

the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe. In the event trench width is wider than allowed on the plans, Contractor shall absorb the cost of additional wash gravel bedding based on neat line quantity calculations.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the Contractor will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

It is the intention of these specification that there shall be a minimum interruption to traffic and all traffic control shall be in accordance with the MUTCD.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade

made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with wash gravel bedding and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation, without direction of the Engineer, shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in

the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grade, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

- a Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.
- b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
- c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up without the approval of the Engineer.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accordance with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot

ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell. Pipe shall be pushed by use of a bar or other means approved by the Engineer. Hydraulic excavators, backhoes, or other machinery shall not be used to push slip-joint pipe together.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

Any pipe cuts shall be of neat line. Pipe shall have bevel edges according to the manufacturer's recommendations.

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first; then the top; next the bolts on either side; and last , the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location if the lateral is not connected to an existing sewer. For service laterals in which a connection to an existing service is required, the Contractor shall make the connection. Contractor shall verify the location of all service laterals within the project area prior to construction.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi Standard Specifications for Road and Bridge Construction or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

5.9 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project until such time it is no longer needed. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

Where shown on the plans or directed by the Engineer, new sewers shall be connected to existing sewers either by constructing a manhole over an existing line (doghouse) or by coring through the wall of an existing manhole.

6.0 TESTING

6.1 Ductile Iron Pipe:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

6.2 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3 STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4 BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a

change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99	
AASHTO T-191	or
ASTM D 2922	
Select Backfill Material OR	
Stabilization Material	1
One per 100 CY	
Bedding Material	2
One per 600 LF	
Tamped Backfill	2
One per 600 LF	

6.6 INFILTRATION/EXFILTRATION/LAMP TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Low Pressure Air Test: Air test shall be conducted in strict accordance with the manufacturer's instructions, including all recommended safety precautions. Equipment used for air testing shall be specifically designed for such and include a monitoring gauge with 0 to 5 psi with a minimum division of 0.1 psi and an accuracy of no less than 0.05 psi

1. Air testing shall be conducted for completed gravity sewer mains
2. After an internal pressure of 4.0 psi is obtained, allow at least 2 minutes for pressure to stabilize, adding only the amount of air necessary to maintain pressure. After stabilization period, adjust the pressure to 3.5 psi and valve off air supply.

3. Determine the minimum pressure holding time allowed for pressure to drop from 3.5 psi to 3.0 psi as shown on the table below.

Minimum Holding Time for Low Pressure Air Test

Nominal Pipe Size (inches)	Time per 100 ft.
6	42 sec.
8	1 min. - 12 sec.
10	1 min. - 30 sec.
12	1 min. - 48 sec.
15	2 min. - 6 sec.
18	2 min. - 24 sec.
21	3 min.
24	3 min. - 36 sec.
27	4 min. - 12 sec.
30	4 min. - 48 sec.
33	5 min. - 24 sec.
36	6 min.

C. Visual Test: Gravity sewer lines will be lamped and shall show a true line between manholes without defects in conditions, grade, or alignment. Any defective lines shall be subject to a closed-circuit television inspection performed at the Contractor's expense.

6.7 DEFLECTION TESTS: 100% of the PVC gravity sewer mains shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, realign and thoroughly tamp haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection after 30 days from initial testing.

STANDARD SPECIFICATION
FOR LINING DUCTILE IRON PIPE
FOR SEWER SERVICE

1.0 Condition of Ductile Iron Prior to Surface Preparation

All ductile pipe and fittings shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. Because removal of old linings may not be possible, the intent of this specification is that the entire interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends.

2.0 Lining Material

The Standard of Quality is Protecto 401 Ceramic Epoxy. The material shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. Any request for substitution must be accompanied by a successful history of lining pipe and fittings for sewer service, a test report verifying the following properties, and a certification of the test results.

A permeability rating of 0.00 when tested according to Method A of ASTM E-96-66, Procedure A with a test duration of 30 days.

The following test must be run on coupons from factory lined ductile iron pipe:

ASTM B-117 Salt Spray (scribed panel) - Results to equal 0.0 undercutting after two years.

ASTM G-95 Cathodic Disbondment 1.5 volts @ 77°F. Results to equal no more than 0.5mm undercutting after 30 days.

Immersion Testing rated using ASTM D-714-87.

20% Sulfuric Acid - No effect after two years.

140°F 25% Sodium Hydroxide - No effect after two years.

160°F Distilled Water - No effect after two years.

120°F Tap Water (scribed panel) - 0.0 undercutting after two years with no effect.

An abrasion resistance of no more than 3 mils (.075mm) loss after one million cycles using European Standard EN 598: 1994 Section 7.8 Abrasion Resistance.

3.0 Application

Applicator

The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.

Surface Preparation

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance which can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be reblasted.

Lining

After the surface preparation and within 8 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401. No lining shall take place when the substrate or ambient temperature is below 40 degrees Fahrenheit. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

Coating of Bell Sockets and Spigot Ends

Due to the tolerances involved, the gasket area and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum using Protecto Joint Compound. The Joint Compound shall be applied by brush to ensure coverage. Care should be taken that the Joint Compound is smooth without excess buildup in the gasket seat or on the spigot ends. Coating of the gasket seat and spigot ends shall be done after the application of the lining.

Number of Coats

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. **To prevent delamination between coats, no material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.**

Touch-Up & Repair

Protecto Joint Compound shall be used for touch-up or repair in accordance with manufacturer's recommendations.

4.0 Inspection and certification

Inspection

All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC-PA-2 Film Thickness Rating.

The interior lining of all pipe barrels and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Any pinholes found shall be repaired prior to shipment.

Each pipe joint and fitting shall be marked with the date of application of the lining system along with its numerical sequence of application on that date and records maintained by the applicator of his work.

Certification

The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified.

5.0 Handling

Protecto 401 lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification for Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198 Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.

T-99 Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.

T-191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3.1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

- 3.1.1. Flexible Plastic Gaskets
- 3.1.2. Precast Manhole Bases
- 3.1.3. Precast Manhole Riser Sections
- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames and Covers
- 3.2.2. Epoxy Grouts
- 3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be pre-formed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant with a minimum

design load of 300 pounds and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project and shall meet AASHTO H-20 loading condition.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "CITY OF HATTIESBURG SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7)W.T., 410 pounds with neoprene gasket, four 5/8 inch stainless steel bolts recessed into cover. Cover labeled "CITY OF HATTIESBURG SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall. Bands, clamps and other metal accessories shall be of Series 304 stainless steel.

4.10 All manholes: All manholes shall be lined inside with a twenty (20) mil dry film thickness of an acceptable coal tar epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 6-inch layers to the subgrade line. Refer to Technical Specifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications - CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place

with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

- T 99 Standard Method of Test for the Moisture Density Relations of Soils Using a 5.5 lg. (2.5 kg) Rammer and a 12-inch (305 mm) Drop.
- T 167 Compressive Strength of Bituminous Mixture
- T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method
- T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

- D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 702.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403. Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

A. **Hot Mix Asphalt All Sizes:** Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition

B. **Topsoil:** Topsoil shall be in accordance with Technical Specifications – SEEDING AND SODDING.

C. **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one way movement of

traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

A. Select Fill: Class 9, Group "C" Modified for a PI of between 5 and 15 as per latest Edition of Mississippi standard specifications for Road and Bridge construction

B. Asphalt Repair: Temporary Asphalt repair shall be made using 3" thickness of 825 crushed stone.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE

D. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

F. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

G. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 7 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T99.

5.5 Repair to Lawns:

A. General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.

B. Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - ½ tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

D. Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass (es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration

work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - ½ tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6 Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion. During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 General Grassing of Unimproved Areas

A. General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor at no expense to the project, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

TOTAL 50
Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8

TOTAL 73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: For fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other

grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the

soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking , harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General : A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving

at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked, to their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General : The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified herein before shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

CONCRETE

1.0 GENERAL

- A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.
- B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations, driveways, and minor concrete work.

2.0 APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

- A 615 Billet Steel for Concrete Reinforcement
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field
- C 33 Concrete Aggregates
- C-39 Compressive Strength of Molded Concrete Cylinders
- C 143 Slump of Portland Cement Concrete
- C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

- A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4.0 MATERIALS:

A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.

2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. Concrete Mix: The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5.0 CONSTRUCTION:

A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a Minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6.0 TESTING

The following test shall be required:

A. Slump: The Contractor shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Contractor shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

DUCTILE IRON WATER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of these Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).
- A 252 Welded and Seamless steel pipe piles.
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Concrete Aggregates
- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.
- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.
- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.
- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as Specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

4.0 MATERIALS

WATER SYSTEM:

A. Ductile Iron Pipe: Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C 151/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 Laying condition with a depth of cover as required per plans.

Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite", or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

B. Gate Valves: Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

All gate valves shall be cast iron mechanical joint, M.J., Mueller A-2380-20, equivalent or better.

All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

Valve boxes shall be cast iron top and bottom. Extension pieces shall be provided as required.

All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.

The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

C. Fittings, Valves and Hydrants, Etc.: All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal-Improved Mechanical Joint Gasket or approved equal.

Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

D. Plugs and Caps: Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting

(tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead end" lines are installed, the ends of such lines shall be plugged or capped as required.

For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve, or approved equal, shall be required. The CONTRACTOR shall furnish all materials for these various taps.

E. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch.

F. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1" sieve.

G. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table)

H. Meter: Water meter shall be Badger "Radio Read" and all fittings shall be Ford brand consistent with current City Standards.

I. Polyethylene Pipe: Shall be in accordance with AWWA C906, ASTM D3035, PE4710, C200 (DR11), with ductile iron outside diameter (DIOD)

J. Fittings for Polyethylene Pipe: Shall be in accordance with AWWA C906, AWWA D3035, molded and manufactured to comply with ASTM F714. AWWA C906, AWWA M55, ASTM D3261 for butt fusion fittings ANSI Class 150 or as necessary to provide minimum pressure rating.

K. Joints and Jointing Materials

a. Mechanical Joint: DIOD Mechanical joint adapter and gaskets for mechanical joints for joint connections between pipe and metal fittings, valves, and other accessories, AWWA C111/A21.11.

b. Butt Fusion: Jointing is to comply with ASTM D2657, Butt Fusion. No offset in alignment between adjacent pipe joints of fittings is permitted.

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

H. Select Backfill: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

I. Backfill: All other backfill shall consist of excavated material removed from the trench.

5.0 CONSTRUCTION:

Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas and Excavation, Trenching and Backfilling.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall

install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the sub-grade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the sub-grade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the sub-grade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density

as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure the pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND

OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

F. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

G. PIPE LAYING: Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth, or other substance will enter the pipe or fittings. The minimum depth of water mains shall be 30 inches below finished grade to the top of the water main.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

H. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

I. BORINGS: Borings shall be accomplished in accordance with Mississippi Department of Transportation Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

J. Separation of Water and Sewer Mains:

1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

K. INCIDENTAL CONCRETE:

1. GENERAL: The following specifications shall apply to any and all items of incidental work with Portland Cement with or without reinforcement, including such items as concrete piers to support cast iron pipe above ground, erosion control bulkheads or structures, cradles and encasement, blocking and the like.

All concrete used in the construction of this project shall comply with the requirements herein specified for its particular class and kind.

2. MATERIALS: All materials used in this work shall consist of (a) Portland Cement, (b) Sand, (c) Gravel, and (d) Clean Water.

(a) The cement used shall be domestic manufacture, either "Standard" or "high Early Strength" Portland Cement, which shall meet all the requirements of the current A.S.T.M. Specifications for the type used at the time it is incorporated in the work.

(b) The fine aggregate shall consist of clean, sharp sand, well graded from coarse to fine, consisting of hard, durable particles, free from coarse to fine, consisting of hard, durable particles, free from silt, salt or organic matter. It shall meet all the requirements of the ASTM

Specifications C33, Paragraph 1, 2 and 3, and ASTM C-40.

(c) The coarse aggregate used shall consist of clean washed gravel, free from particles of wood or lumps of clay. Not more than 10% shall pass the No. 4 sieve, and it shall conform with the requirements of ASTM Specifications C33, Paragraph 5 to 8 inclusive.

(d) The water used for mixing concrete shall be clear, free from oil, salt, strong acid, alkali organic matter, and shall be approved by the Engineer.

(e) Reinforcing steel shall conform to the requirements of the "Standard Specifications for Billet-Steel Concrete Reinforcing Bars" of intermediate grade (Serial Designation: A 15-39) or the Standard Specifications for Rail-Steel Concrete Reinforcement Bars (Serial Designation; A-16-35) of the American Society for Testing Materials.

3. CONSTRUCTION METHODS:

All concrete materials shall be as handled and stored that they will not become damaged after delivery at the site. The cement shall be thoroughly protected from the weather, and the sand and gravel, shall be so stored that they will not become intermixed, and so as to prevent the admixture with either of any foreign materials. Reinforcing steel shall be so stored that it will not come in contact with the ground, shall be protected from the weather, and shall be clean and free from rust when incorporated in the work.

Concrete materials shall be mixed in the proportions and in a manner that will produce concrete of the class and strength specified to its use.

Unless indicated otherwise, all concrete shall be Class A which shall have a crushing strength of not less than 3,000 pounds per square inch at 28 days, as determined by the Standard Methods for testing concrete materials.

Class B concrete, which shall have a crushing strength of not less than 2,500 pounds per square inch at 28 days, and shall be used for erosion control bulkheads and blocking pipelines at bends to prevent blowing off under pressure.

Class C concrete, which shall have a crushing strength of not less than 2,000 pounds per square inch at 28 days, shall be used for cradles and encasement and may be used for backfill below grade.

After concrete has been properly mixed, it shall be deposited in the forms in reasonably uniform layers and in such manner as to prevent segregation of the aggregates. It shall be thoroughly spaded or puddled while being placed to insure maximum density and prevent honey-combing.

No concrete shall be deposited when the air temperature is less than 40 degrees F. No material shall be deposited on a frozen sub-grade, nor shall any frozen moisture or material be incorporated into the mixture.

No concrete shall be placed in water, nor shall water be permitted to rise on it or to run over it within a period of 24 hours after it has been placed.

Unsatisfactory concrete, resulting from failure to observe the above requirements or otherwise, shall be removed and replaced as directed by the Engineer.

4. COMPENSATION:

Payment for all concrete, except as may be elsewhere herein provided, shall be included in the prices bid for the construction units with which it is placed and no separate or extra compensation will be allowed directly therefore.

6.0 TESTING

DUCTILE IRON PIPE:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

STEEL CASING PIPE: Material test shall be included as part of the submittal. No other material test shall be required.

COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99 2922	AASHTO T-191 or ASTM D	
Select Backfill Material OR Stabilization Material	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

The completed system shall be tested as herein stated. The pipe shall be filled with water and all air exhausted. Each section shall be tested under a hydrostatic pressure of 150 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested. Whatever shall be measured into a container and refilled to the pre-test level. The pressure shall be maintained for 4 hours by pumping as necessary, and if the pipe has been backfilled, a 24-hour test is required.

All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be repaired, and leakage eliminated, regardless of total leakage shown by the tests. Lines which fail to meet tests shall be removed, if necessary, or repaired and retested until compliance with these test requirements is affected.

These tests are to be made at the Contractor's expense, and he is to provide all necessary fittings, equipment, appliances, and any other necessary items to conduct the tests in a manner satisfactory to the Engineer. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

CLEANING AND DISINFECTION:

Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be disinfected by pumping into and through them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the

State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department or a representative of the water systems certified as an operator by the Mississippi Department of Health.

The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

EXISTING DRINKING WATER FACILITIES

The Contractor is required to keep existing drinking water facilities in operation during construction. Should the Contractor require that existing facilities be taken out of operation, a plan to provide for alternative service shall be reviewed and approved in advance by the Health Department and shall be adhered to during construction.

FIRE HYDRANT

1.0 General

Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision, and shall be M & H or approved equal. Fire hydrants shall be of the compression type with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 4-1/2", 5-1/4", or 6-1/4" in diameter. Fire hydrant shall be of a dry barrel, dry top design. The main valve on the hydrant shall remain closed should the hydrant nozzle section be broken off by a traffic accident. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other, as specified.

2.0 Rating

Fire hydrants shall be rated at 150 psi water working pressure, tested at 300 pounds hydrostatic for structural soundness in the following manner: 300 pounds hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat; second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing is to be completed in accordance with AWWA C-502.

3.0 End Configurations

Hydrants shall be connected to the main by a 4", 6", or 8" mechanical joint, flange shoe, A.C., or hub shoe. Mechanical joint shoes, A.C., and hub shoes shall be fitted with strapping lugs.

4.0 Design

- 4.1 The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate and drain valve mechanism and bottom plate. The bottom stem threads of the main valve rod shall be fitted with a cast iron cap nut (epoxy coated, optional) suitable for sealing the threads from the water. Drain valves shall be faced with rubber.
- 4.2 Changes in size or shape of the waterway shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than one hundred twenty percent (120%) of that of the net opening of the main valve.
- 4.3 Hose and steamer nozzles shall be threaded and screwed into the nozzle section and then pinned to prevent turning.
- 4.4 The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and moveable parts of the drain valve. Further, the hydrants shall be of the type that can be extended without excavating. Hydrants shall be so designed that, in the event of accident or breaking of the hydrant above or near grade level, the main valve will remain closed. The main

valve rod shall be made in two parts and fitted with breakable feature at the ground line flange.

- 4.5** The ground line connection between nozzle section and the barrel shall incorporate the use of eight (8) breakable bolts. This connection shall be so designed that the nozzle section can be rotated in increments of forty-five (45) degrees. The ground line connection between the barrel and nozzle section shall be gasketed to provide a seal.
- 4.6** The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- 4.7** The operating thread shall be grease lubricated at the factory. Access shall be provided to field lubricate the operating mechanism.
- 4.8** The operating thread shall be sealed from water at all items when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double “O” ring seal plate.
- 4.9** The bonnet shall be weather proof.
- 4.10** The operating nut shall be of bronze and a self-lubricating, anti-friction thrust bearing shall be provided to reduce operating torque.
- 4.11** Hydrants shall be of the dry type and hydrant shoe shall have two positive acting non-corrodible drain valves that shall drain the hydrant completely by opening when the main valve is closed and close tightly in accordance with AWWA C-500 requirements when the valve is open. The main valve assembly shall be seated in the hydrant (with a bronze-to-bronze interface as an option) to facilitate removal of the main valve should maintenance be required. The nozzle section shall consist of two 2” hose nozzles to the specified thread designation (NST or other, as specified) and one pumper nozzle 4-1/2” in diameter to the specified thread designation (NST or other, as specified) or other combination of nozzle outlets including independent hose gate valves as specified.
- 4.12** Two “O” ring seals shall be utilized where the main hydrant rod passes through the seal plate.
- 4.13** Hydrant standpipe shall be ductile or cast iron and single piece for all bury depths.
- 4.14** All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- 4.15** Hydrant shall open by turning to the left.

- 4.16** Threads or hose and streamer nozzles shall be national standard unless otherwise specified.
- 4.17** Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.
- 4.18** The inside of all hydrants shall be coated in accordance with AWWA standards and federal specification TT-C-494A or equal except for bronze and machined surfaces. Exterior of hydrant shall be painted fire hydrant yellow (or as specified). (The wetted surface of the hydrant shoe shall be epoxy coated to prevent corrosion of the waterway, optional.)

5.0 **Markings**

Hydrant shall be marked with the name of the manufacturer, size of valve opening, and the year of manufacture, all in accordance with AWWA C-502.

Sewer/Water Utility – Trace Wire Specification

1.0 General

All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked. THHN is prohibited from use in the tracer wire system.

All trace wire, test stations and accessories shall be supplied by a single manufacturer and domestically made in the USA.

All tracer wire and accessories shall be installed per plan details and per manufacturers recommended installation methods. All wire and connectors shall be rated for direct bury applications.

2.0 Materials

Copper Clad Steel (CCS) Trace Wire

Open Trench – 12 Gauge Copper Clad Steel with a Break Load of 452 pounds

Directional Drilling - 12 Gauge Copper Clad Steel with a Break Load of 1,150 pounds

Connectors

2-Way Splice Connector with Strain Relief

3-Way Connector

Termination/Access/Test Stations

Non-Roadway: Equal to Copperhead LD14TP

Concrete / Driveway: Equal to Copperhead CD14TP

Roadway: Equal to Copperhead RB14TP

Fire Hydrant: Equal to Copperhead T2-FLPKG

Grounding

Magnesium Anode: Equal to Copperhead ANO-12

3.0 Testing

All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project. Continuity testing in lieu of actual line tracing shall not be accepted.

4.0 Connectors

All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector.

Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.

Non-locking friction fit, twist on or taped connectors are prohibited.

5.0 Termination/Access/Test Stations

All trace wire termination points must utilize an approved tracer wire access box, specifically manufactured for this purpose or as detailed on the plans

All grade level/in-ground access boxes shall be appropriately identified with “sewer” or “water” cast into the cap and be color coded (blue – water / green – sewer).

Test stations at dead ends shall be two-terminal.

Test stations in between dead ends shall be single terminal.

A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.

Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.

Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange.

6.0 Grounding

Trace wire must be properly grounded at all dead ends/stubs.

Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode specifically manufactured for this purpose, and buried at the same elevation as the utility. Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

7.0 Sanitary Sewer System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of manholes/structures on the North or East side.

Trace wire on all sanitary service laterals must terminate at the cleanout and located directly above the service lateral at the edge of road right of way as detailed in the plans.

8.0 Water System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

9.0 Installation

Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.

Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.

Trace wire on all service laterals/stubs must terminate directly above the utility, at the edge of the road right-of-way, but out of the roadway.

At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire.

Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.

All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral 3-way connector, installed without cutting/splicing the mainline trace wire.

In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg, MISSISSIPPI**, will receive sealed bids until **10:00 AM** on **December 22, 2022** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**HATTIESBURG HIGH AREA
INFRASTRUCTURE IMPROVEMENTS – PHASE I
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
HATTIESBURG HIGH AREA
INFRASTRUCTURE IMPROVEMENTS – PHASE I
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 8th day of November A.D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on 11/17/2022 and 11/24/22
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, November 8, 2022

Re: Approve the city's purchase of one (1) grave space, located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4), section 27, Lot # 6, at Highland Cemetery, Minute Book 2004-4, Page# 130, in the amount of \$175.00 from Lola L. Keyes, Authorize manual check for the same.
File Number: 2022-840
Minute Book #

Summary

Approve the city's purchase of one (1) grave space, located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4), section 27, Lot # 6, at Highland Cemetery, Minute Book 2004-4, Page# 130, in the amount of \$175.00 from Lola L. Keyes, Authorize manual check for the same.

Recommendation Statement

I am recommending approval of the city's purchase of one (1) grave space.

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



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

Date: October 31, 2022

To whom it may concern:

I, Lola L. Keyes am requesting to sell back (1) grave space (s)

Located at Highland Cemetery, in Section 27, Lot 6, N 1/2 of the NW 1/4, to the

City of Hattiesburg, which was purchased on June 28, 2004 at the price

of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 175.⁰⁰

MB 2004-4/130

Sincerely,

Lola L. Keyes

Mail to:
Lola L. Keyes
1420 James St.
Hattiesburg, MS. 39401
Phone#

Approved By:
Deborah Boone
10/31/2022

7

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-28- 2004

SOLD TO:

~~Mr. Mrs. Miss~~

Lola L or John H Keyes
ADDRESS 1420 James St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NW $\frac{1}{4}$ Lot No. 6 Section No. 27 in Highland Cemetery.

Number of grave spaces 2 Price per grave space \$ 175⁰⁰

Price Received \$ 350.⁰⁰

By Check 2768

CITY OF HATTIESBURG, MISSISSIPPI

By

Halvin K. Hinton
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lola L. or John H. Keyes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number: 6 Section Number: 27

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
two (2) 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 20th day of July, 2004.

ATTEST:

Eddie R. Myers
CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

Jonathan J. Davis
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, 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 20th day of July, 2004.

My Commission Expires:

BY COMMISSION EXPIRES JUNE 28, 2007

Caroline Roberts
NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 6-23- 2004

SOLD TO:

Mr. Mrs. Miss Lola L. or John H. Keyes

ADDRESS 1420 James St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations

NW 1/4 Lot No. 6 Section No. 27 in Highland Cemetery.

Number of grave spaces 2 Price per grave space \$175.00

Price Received \$350.00

check 2768

CITY OF HATTIESBURG, MISSISSIPPI

By Valerie R. Hunter

Supt. of City Cemeteries



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, November 8, 2022
Re: Approve the sale of grave spaces, per attached: Memo's, Receipts, and Deeds.
File Number: 2022-830
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of the sale of grave spaces.

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

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Jacqueline Strickland

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 98, Section 38, Highland Cemetery

Boyd L. McPhail

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 78, Section 38, Highland Cemetery

Melanie A. Ross

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 117, Section 39, Highland Cemetery

Donald Hutchins

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 12, Section 35, Highland Cemetery

Nathaniel & Ethel Rae Davis

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 69, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Varrdelle (Val) Robinson

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 67, Section 34, Highland Cemetery

Austin Alan Arnold, Jr

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 128, Section 39, Highland Cemetery

Dorothy J. Ross

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 26, Section 36, Highland Cemetery

Sylvester Evans

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 40, Section 34, Highland Cemetery

Terrie J. Waters

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 147, Section 25, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: 10/18/2022

C. W. & Louis Hicks

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 22, Section 36, Highland Cemetery

Charles Edward Myers

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 47, Section 35, Highland Cemetery

Ed & Pam Henderson

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 22, Section 36, Highland Cemetery

Georgia Strickland

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 97, Section 38, Highland Cemetery

Walter Cook

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 111, Section 39, Highland Cemetery

Alfred Breland

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 91, Section 23, Highland Cemetery

Thomas Breland

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 91, Section 23, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-25-2022

SOLD TO:

Mr. Mrs. Miss Jacqueline Strickland

ADDRESS 700 Bernice Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 98 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-25-2022

SOLD TO:

Mr. Mrs. Miss Donald Hutchins

ADDRESS 48 Kennedy Rd. Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 12 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 [Signature]
Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-26-2022

SOLD TO:

Mr. Mrs. Miss Boyd L. McPhail

ADDRESS 2C 75 Lakeshore Dr Unit A3 Mandeville, LA 70448

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 78 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-26- 2022

SOLD TO:

Mr. Mrs. Miss

Melanie A. Ross

ADDRESS

370 Jerry Lott Rd. Sumrall, MS 39482

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 117 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# 103

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-27- 2022

SOLD TO:

Mr. Mrs. Miss

Nathaniel & Ethel Rae Davis

ADDRESS

3720 Livingston Rd. Jackson, MS 39213

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 69 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

Card



CITY OF HATTIESBURG PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/20/ 2022

SOLD TO:

Mr. Mrs. Miss Varrdelle (Var) Robinson

ADDRESS 318 N. 38th Ave, Apt #1, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 67 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

Cl# 57568
(Paid by: Moore Funeral Home)

By Deborah Brouse
Supt. of City Cemeteries



CITY OF HATTIESBURG PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-20- 2022

SOLD TO:

Mr. Mrs. Miss Austin Alan Arnold, Jr.

ADDRESS 25 East Lake Rd Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 128 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

cord

By [Signature]
Supt. of City Cemeteries



CITY OF HATTIESBURG PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/20/ 2022

SOLD TO:

Mr. Mrs. Miss Terrie J. Waters

ADDRESS 811 Bowling St. Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 147 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

init

By Deborah Brouse

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-20- 2022

SOLD TO:

Mr. Mrs. Miss Sylvester Evans

ADDRESS 236 Arrowhead Dr. Dallas, GA 30132

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 40 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 2947

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-21- 2022

SOLD TO:

Mr. Mrs. Miss Dorothy J Ross

ADDRESS 112 Gary St. Gulfport, MS 39503

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 26 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-15- 2022

SOLD TO:

Mr. Mrs. Miss Georgia Strickland

ADDRESS 22 Getaway Ln Apt #3 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 97 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/17/ 2022

SOLD TO:

Mr. Mrs. Miss Walter Cook

ADDRESS 7 Sycamore Circle, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NW 1/4 Lot No. 111 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

Space #3
Space #4

Debit
Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-10- 2022

SOLD TO:

Mr. Mrs. Miss C.W. & Louis Hicks

ADDRESS 105 Creekside Manor Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 22 Section No. 36 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

Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-10- 2022

SOLD TO:

Mr. Mrs. Miss Ed & Pam Henderson

ADDRESS 8 Rockwell Dr. Davis, MS 39475

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 22 Section No. 36 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

Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-10- 2022

SOLD TO:

Mr. Mrs. Miss Charles Edward Myers

ADDRESS 4116 Hacienda Ave Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 47 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

Mail to:
Lillie Cobbert
2946 Oak St.
Purvis, MS. 39475

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/17/ 2022

SOLD TO:

Mr. Mrs. Miss Alfred Breland

ADDRESS 2946 Oak St. Purvis, MS. 39475

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 91 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Debit Card
(Lillie Cobbert)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

Mail to:
Lillie Cobbert
2946 Oak St.
Purvis, MS. 39475

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/17/ 2022

SOLD TO:

Mr. Mrs. Miss Thomas Breland

ADDRESS 2946 Oak St. Purvis, MS. 39475

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 91 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Debit Card
(Lillie Cobbert)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of 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 Terrie J. Waters, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 147 Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Austin Alan Arnold, 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 Northwest Quarter (NW¼)

Lot 128 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 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Varrdelle (Val) Robinson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 67 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Sylvester Evans., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 40 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Dorothy J. Ross, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 26 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Alfred Breland, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 91 Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Thomas Breland, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 91 Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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, Ed & Pam Henderson, 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 22 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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, C. W. & Louis Hicks, 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 22 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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, Boyd L. McPhail, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 78 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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, Jacqueline Strickland, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¹/₄)

Lot Number 98 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Donald Hutchins., 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 12 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 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Charles Edward Myers, 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 47 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 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Georgia Strickland, 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 97 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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, Walter Cook, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 111 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 8th day November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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 Melanie A. Ross, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 117 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 8th day of November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 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, Nathaniel & Ethel Rae Davis, 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 69 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 8th day November, 2022.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of November, 2022

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 8, 2022

Re: Approve claims docket for the period ending October 31, 2022.
File Number: 2022-820
Minute Book #

Summary

Recommendation Statement

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

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
BALANCE SHEET										
001000										
001000	0520EM			D/F	EMER.MGMT.DISTRICT					
002158	AT&T	M8183270010594	9/22	0	2023	1 INV P	2,786.97	R103122	293658	9/2022 LONG DISTANC
ACCOUNT TOTAL							2,786.97			
001000	0520LB			D/F	LIBRARY					
002158	AT&T	M8183270010594	9/22	0	2023	1 INV P	254.54	R103122	293658	9/2022 LONG DISTANC
ACCOUNT TOTAL							254.54			
001000	060100				GAS/LUBRICANT-CITY BARN					
003497	MAPLES GAS COMPANY	240501	2300193	2023	1	INV P	15,519.13	R103122	293759	GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN	INV-116508	2300192	2023	1	INV P	14,849.57	R103122	293802	DIESEL FUEL
003918	PINE BELT OIL COMPAN	INV-117519	2300324	2023	1	INV P	11,930.36	R103122	293802	DIESEL FUEL
							26,779.93			
ACCOUNT TOTAL							42,299.06			
ORG 001000 TOTAL							45,340.57			
CITY COUNCIL										
001003	611002			TRAVEL EXP-WARD 2						
002645	DELGADO, DEBORAH DEN	OT#9511	0	2023	1	INV P	307.25	R103122	293696	COUNCIL - DDELGADO'
ACCOUNT TOTAL							307.25			
001003	684000			DUES AND MEMBERSHIPS						
003710	MS STATE/SECRETARY O	COUNCILCLERKS	NOTARY 0	2023	1	INV P	50.00	R103122	293782	COUNCIL - NOTARY AP
ACCOUNT TOTAL							50.00			
ORG 001003 TOTAL							357.25			
CITY COURT										
001015	500300			PAPER						
047235	SOUTHERN ACCOUNTING	10220063	0	2023	1	INV P	202.47	R103122	293838	COURT RECEIPT PAPER
ACCOUNT TOTAL							202.47			
001015	604800			OTHER PROF.-VICTIM'S ADV.GRANT						
002564	COURT PROGRAMS INC	4810100	0	2023	1	INV P	710.00	R103122	293689	GR# 1H79TI081923-01
003917	PINE BELT MENTAL HEA	2022-09	0	2023	1	INV P	11,415.10	R103122	293801	GR#1H79TI081923-01
ACCOUNT TOTAL							12,125.10			
001015	604900			OTHER PROFESSIONAL SERV.						
003040	HAVARD PEST CONTROL	1993742	0	2023	1	INV P	250.00	R103122	293725	COURT ONE TIME SER
003040	HAVARD PEST CONTROL	1995752	0	2023	1	INV P	475.00	R103122	293725	COURT ONE TIME PEST

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									725.00		
ACCOUNT TOTAL									725.00		
001015	611800	TRVL-HHS SAMHSA GRANT									
004575	WALMART STORES INC	7RHC3SYF2G0	2300299	2023	1	INV	P		900.00	R103122	293861 GIFT CARDS FOR BH/D
ACCOUNT TOTAL									900.00		
001015	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV	P		747.64	R103122	293780 MISSISSIPPI POWER-V
ACCOUNT TOTAL									747.64		
001015	699900	SERVICES NOT SPECIFIED									
003750	NATIONAL ALLIANCE ON 2022		0	2023	1	INV	P		1,500.00	R103122	293787 COURT ANNUAL NAMI M
ACCOUNT TOTAL									1,500.00		
ORG 001015 TOTAL									16,200.21		
001020		MAYOR/ADMIN.									
001020	511500	FOOD									
003053	H'BURG COCA COLA BOT	19873226173	0	2023	1	INV	P		127.50	R103122	293721 ADMIN WATER
ACCOUNT TOTAL									127.50		
001020	604900	OTHER PROFESSIONAL SERV.									
003414	LEXISNEXIS MATTHEW B	33612617	0	2023	1	INV	P		76.10	R103122	293754 MS CODE COURT RULES
ACCOUNT TOTAL									76.10		
001020	615000	ADVERTISING									
002935	GREATER PINEBELT COM	HUBAWARD1	0	2023	1	INV	P		1,200.00	R103122	293717 HUB AWARD DINNER AD
ACCOUNT TOTAL									1,200.00		
001020	615300	ADVERTISING-MAYOR'S YOUTH CONF									
003216	J M H GRAPHICS	36095	2300113	2023	1	INV	P		602.00	R103122	293738 MAYOR YOUTH COUNCIL
ACCOUNT TOTAL									602.00		
001020	684500	REGISTRATION FEE/TUITION									
004525	USM/TRENT LOTT NATIO	385	229124	2023	1	INV	P		650.00	R103122	293859 REGISTRATION/ECONOM
ACCOUNT TOTAL									650.00		
ORG 001020 TOTAL									2,655.60		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001040 MUNICIPAL CLERK											
001040	502000			MINOR OFFICE EQUIP/FURN.							
048766	ODP BUSINESS	257576928001	0	2023	1	INV P	14.20	R103122	293794	OFFICE SUPPLIES	PO#
ACCOUNT TOTAL							14.20				
001040 615000 ADVERTISING											
003141	HUB CITY SPOKES	100863	0	2023	1	INV P	6,521.16	R103122	293733	CITY WIDE AD & NOTI	
003141	HUB CITY SPOKES	INV100879	0	2023	1	INV P	432.96	R103122	293733	CITY WIDE ADS & NOT	
							6,954.12				
ACCOUNT TOTAL							6,954.12				
001040 684500 REGISTRATION FEE/TUITION											
003706	MS STATE UNIVERSITY	9545	0	2023	1	INV P	200.00	R103122	293781	REGISTR. 2022 FALL	
ACCOUNT TOTAL							200.00				
ORG 001040 TOTAL							7,168.32				
001045 PURCHASING DIV.											
001045	500300			PAPER							
004327	STANDARD OFFICE SUPP	H10121-00	2300297	2023	1	INV P	263.75	R103122	293845	COPY PAPER / PURCHA	
ACCOUNT TOTAL							263.75				
ORG 001045 TOTAL							263.75				
001090 URBAN DEVELOPMT											
001090	641000			OFFICE EQUIPMENT RENT							
004050	RICOH CORP	37177446	0	2023	1	INV P	232.90	R103122	293813	COPIER PAYMENT OCT	
004050	RICOH CORP	5065672335	0	2023	1	INV P	179.40	R103122	293813	COPIER PAYMENT OCT	
							412.30				
ACCOUNT TOTAL							412.30				
001090 684000 DUES AND MEMBERSHIPS											
002157	ASSN OF STATE FLOODP	ASFPM 2023	2300114	2023	1	INV P	175.00	R103122	293656	ASFPM 2022 MEMBERSH	
ACCOUNT TOTAL							175.00				
ORG 001090 TOTAL							587.30				
001091 INFO TECHNOLOGY											
001091	604900			OTHER PROFESSIONAL SERV.							
002158	AT&T	0591 10.8.22	0	2023	1	INV P	94.00	R103122	293657	INTERACT SUPPORT -	
002158	AT&T	0598 10.8.22	0	2023	1	INV P	13,580.00	R103122	293657	INTERACT SUPPORT -	
							13,674.00				

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			13,674.00			
001091	636500				OFFICE EQUIPMENT R&M						
003583	METRIX SOLUTIONS	M84098	0	2023	1	INV P	1,780.00	R103122	293770	OFFICE 365 LICENSES	
					ACCOUNT TOTAL			1,780.00			
001091	732700				DATA PROCESSING EQUIP.						
002613	DAKTECH COMPUTERS	INV0345048	2300041	2023	1	INV P	10,690.00	R103122	293694	DESKTOP COMPUTERS F	
					ACCOUNT TOTAL			10,690.00			
					ORG 001091 TOTAL			26,144.00			
001092					GEN.GOV'T.BLDG						
001092	513000				CHEMICALS						
002459	CHEM-AQUA	7944119	0	2023	1	INV P	612.50	R103122	293679	WATER TREATMENT FOR	
					ACCOUNT TOTAL			612.50			
001092	546000				MINOR EQUIPMENT						
003543	MCELHANEY PLUMBING I	294055	2300256	2023	1	INV P	133.94	R103122	293769	TOILET REPAIR MEN R	
					ACCOUNT TOTAL			133.94			
001092	565000				PAINT AND PAINTING SPLY.						
004176	SHERWIN-WILLIAMS COM	SHERWIN1	2300282	2023	1	INV P	1,881.64	R103122	293828	SUPPLIES FOR MAKE A	
					ACCOUNT TOTAL			1,881.64			
001092	602100				BUILDING SECURITY						
002905	GILLILANDS ELECTRONI	8968	0	2023	1	INV P	540.00	R103122	293716	YEARLY ALARM RENTAL	
					ACCOUNT TOTAL			540.00			
001092	604900				OTHER PROFESSIONAL SERV.						
003185	INNOVATIVE SERVICE S	20220157	2300224	2023	1	INV P	105.00	R103122	293736	SEMI-ANNUAL AED MAI	
					ACCOUNT TOTAL			105.00			
001092	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022-12 OCT	0	2023	1	INV P	432.87	R103122	293780	MISSISSIPPI POWER-V	
003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV P	4,705.50	R103122	293780	MISSISSIPPI POWER-V	
								5,138.37			
					ACCOUNT TOTAL			5,138.37			
001092	635000				BUILDING R&M						
002901	GILKEY ELECTRIC SUPP	363121	2300165	2023	1	INV P	2,850.25	R103122	293715	MATERIAL FOR CHRIST	

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			2,850.25							
						DISINFECT./EXTERMINATION										
001092	639400						2023	1	INV	P	65.00	R103122	293725	HAVARD	PEST	CONTROL
003040	HAVARD PEST CONTROL			2015013	0		2023	1	INV	P	48.00	R103122	293725	HAVARD	PEST	CONTROL
003040	HAVARD PEST CONTROL			2015030	0		2023	1	INV	P						
									113.00							
						ACCOUNT TOTAL			113.00							
						ORG 001092			TOTAL			11,374.70				
						INTERMODAL FAC O&M										
001093	630500						2023	1	INV	P	2,685.74	R103122	293780	MISSISSIPPI	POWER-V	
001093	MS POWER COMPANY			E2022-21-OCT	0		2023	1	INV	P						
						ACCOUNT TOTAL			2,685.74							
						BUILDING R&M										
001093	635000						2023	1	INV	P	3,655.52	R103122	293847	ICE	MAKER	CUBE FOR
004386	T & C RESTAURANT EQU			1-19194	2300169		2023	1	INV	P						
						ACCOUNT TOTAL			3,655.52							
						OTHER REPAIRS AND MAINT.										
001093	639900						2023	1	INV	P	105.00	R103122	293736	SEMI-ANNUAL	AED	MAI
003185	INNOVATIVE SERVICE S			20220157	2300224		2023	1	INV	P						
						ACCOUNT TOTAL			105.00							
						ORG 001093			TOTAL			6,446.26				
						G/G INS.OTH SER										
001095	602500						2023	1	INV	P	5,343.50	R103122	293647	PROFESSIONAL	SEREVI	
001095	ADAMS AND REESE, LLP			1179751	0		2023	1	INV	P	1,430.50	R103122	293647	PROFESSIONAL	SEREVI	
002048	ADAMS AND REESE, LLP			1185572	0		2023	1	INV	P						
									6,774.00							
003944	POPE & POPE, PA			2282	0		2023	1	INV	P	2,710.60	R103122	293803	UDC	VS	CITY OF HATT
						ACCOUNT TOTAL			9,484.60							
						OTHER PROFESSIONAL SERV.										
001095	604900						2023	1	INV	P	6,485.93	R103122	293647	PROFESSIONAL	SEREVI	
002048	ADAMS AND REESE, LLP			1182153	0		2023	1	INV	P						
002523	COMCAST CABLEVISION			CITY HALL-10/-11/14	0		2023	1	INV	P	310.78	R103122	293685	COMCAST-CITY	HALL	
002575	COX, JAMES K JR			12852	0		2023	1	INV	P	800.00	R103122	293691	APPRAISAL	ON	801 DU
002762	EVERBRIDGE/NIXLE			M71665	0		2023	1	INV	P	13,050.00	R103122	293702	NIXLE	360	EMERGENCY
002847	FORREST COUNTY CHANC			087-22	0		2023	1	INV	P	104.00	R103122	293709	QUIT	CLAIM	DEED REC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
003433	LOCAL IMPACT ANALYTI	10242022-1	0	2023	1	INV	P	10,000.00	R103122	293756	GRANT WRITING SERVI
004632	WHEELER, GREG	11-801-DUANE ST	0	2023	1	INV	P	800.00	R103122	293869	APPRAISALS 801 DUAN
047351	LOWREY & FORTNER PA	20224179	0	2023	1	INV	P	1,000.00	R103122	293757	EML ATTEND CITIZEN
ACCOUNT TOTAL								32,550.71			
001095	606000			TELEPHONE AND TELEGRAPH							
002158	AT&T	L2022-10/13	0	2023	1	INV	P	102.70	R103122	293657	BLUE LIGHTS"LOND DI
002158	AT&T	M8183270010594 9/22	0	2023	1	INV	P	6,754.84	R103122	293658	9/2022 LONG DISTANC
								6,857.54			
002159	AT&T LONG DISTANCE S	0277208886	0	2023	1	INV	P	34.45	R103122	293661	ACCT # 1001-248-528
ACCOUNT TOTAL								6,891.99			
ORG 001095 TOTAL								48,927.30			
001100				POLICE/PUB.SFTY							
001100	500300			PAPER							
003810	OFFICE PRODUCTS PLUS	996810-0	2300191	2023	1	INV	P	399.12	R103122	293796	PAPER & OFFICE SUPP
ACCOUNT TOTAL								399.12			
001100	501000			OTHER EXPENDABLE OFF.SPL							
003810	OFFICE PRODUCTS PLUS	996810-0	2300191	2023	1	INV	P	1,579.69	R103122	293796	PAPER & OFFICE SUPP
ACCOUNT TOTAL								1,579.69			
001100	505000			SUBSCRIPTIONS,MAGS,MAPS							
047101	MOTOROLA SOLUTIONS	8230364152	0	2023	1	INV	P	4,059.60	R103122	293778	COMMANDCENTRAL ANAL
ACCOUNT TOTAL								4,059.60			
001100	515000			FEED FOR ANIMALS							
003106	HOLLAND VETERINARY H	62191	2300047	2023	1	INV	P	685.35	R103122	293728	K9 FOOD HPD
ACCOUNT TOTAL								685.35			
001100	525000			GAS AND OIL							
002443	CERTIFIED LABORATORI	791745	2300067	2023	1	INV	P	2,964.50	R103122	293678	OIL FOR SHOP-HPD
ACCOUNT TOTAL								2,964.50			
001100	535500			WEARING APPAREL							
002769	EXPRESS PRESS	48853	229545	2023	1	INV	P	876.00	R103122	293703	POLO'S FOR DISPATCH
003590	MIDSOUTH SOLUTIONS	188448	229214	2023	1	INV	P	1,248.00	R103122	293772	BOOTS FOR STOCK-HPD
ACCOUNT TOTAL								2,124.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001100	546000			MINOR EQUIPMENT							
002383	C D W GOVERNMENT	DK42674	2300145	2023	1	INV P	2,910.00	R103122	293673	BARRACUDA WEB SEC 2	
002383	C D W GOVERNMENT	DK69400	2300141	2023	1	INV P	9,530.56	R103122	293673	NETCLOUD FOR CRADLE	
							12,440.56				
003004	HARBOR FREIGHT TOOLS	01739277	2300252	2023	1	INV P	66.93	R103122	293723	CHARGING PORT FOR D	
004175	SHERWIN-WILLIAMS COM	0248-2	2300110	2023	1	INV P	109.80	R103122	293827	PAINT FOR SERVICE C	
004256	SOLAR SUPPLY INC	3458262	2300070	2023	1	INV P	354.90	R103122	293836	REPAIR PARTS FOR SE	
ACCOUNT TOTAL							12,972.19				
001100	570000			MTR VEHICLE REP. PTS/SPL							
002060	ADVANCE AUTO PARTS	5604228578518	2300143	2023	1	INV P	584.44	R103122	293650	REPAIR PARTS FOR SH	
002060	ADVANCE AUTO PARTS	5604228578522	2300140	2023	1	INV P	69.87	R103122	293650	REPAIR PARTS FOR SH	
002060	ADVANCE AUTO PARTS	5604229078590	2300179	2023	1	INV P	847.83	R103122	293650	REPAIR PARTS FOR UN	
002060	ADVANCE AUTO PARTS	5604229378674	2300240	2023	1	INV P	982.70	R103122	293650	REPAIR PARTS FOR VA	
002060	ADVANCE AUTO PARTS	5604229378685	2300286	2023	1	INV P	193.68	R103122	293650	ANTIFREEZE FOR SHOP	
002060	ADVANCE AUTO PARTS	5604229878809	2300343	2023	1	INV P	321.28	R103122	293650	REPAIR PARTS FOR UN	
							2,999.80				
002648	DELTA FOREMOST CHEMI	194750	2300177	2023	1	INV P	860.80	R103122	293697	CAR WASH CLEANER-HP	
004514	UNIVERSITY TIRE & SE	INV204404	2300195	2023	1	INV P	127.14	R103122	293858	TIRE FOR UNIT#20095	
ACCOUNT TOTAL							3,987.74				
001100	603000			VETERINARIAN							
003106	HOLLAND VETERINARY H	61223	0	2023	1	INV P	131.98	R103122	293728	VET VISIT FOR K9 IV	
003106	HOLLAND VETERINARY H	61352	0	2023	1	INV P	344.30	R103122	293728	VET VISIT FOR K9 IV	
003106	HOLLAND VETERINARY H	61399	0	2023	1	INV P	344.30	R103122	293728	VET VISIT FOR K9 NA	
003106	HOLLAND VETERINARY H	62392	0	2023	1	INV P	148.30	R103122	293728	VET VISIT FOR NARCO	
							968.88				
ACCOUNT TOTAL							968.88				
001100	604900			OTHER PROFESSIONAL SERV.							
002473	CIOX HEALTH	0391238325	0	2023	1	INV P	21.65	R103122	293684	MEDICAL RECORD SUBP	
002473	CIOX HEALTH	0391238609	0	2023	1	INV P	14.00	R103122	293684	MEDICAL RECORD SUBP	
002473	CIOX HEALTH	0391238776	0	2023	1	INV P	24.20	R103122	293684	MEDICAL RECORDS SUB	
002473	CIOX HEALTH	0391238976	0	2023	1	INV P	18.98	R103122	293684	MEDICAL RECORDS SUB	
002473	CIOX HEALTH	0391239168	0	2023	1	INV P	14.00	R103122	293684	MEDICAL RECORDS SUB	
002473	CIOX HEALTH	0391239528	0	2023	1	INV P	15.35	R103122	293684	MEDICAL RECORD SUBP	
002473	CIOX HEALTH	0391253307	0	2023	1	INV P	44.30	R103122	293684	MEDICAL RECORD SUBP	
							152.48				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002610	D P S CRIME LAB	90123400	0	2023	1	INV P	360.00	R103122	293693	ANALYTICAL FEES
ACCOUNT TOTAL							512.48			
001100	604921	NOLA EXPENSE								
049344	SOUTH ARK TELECOM	INV-000087	2300289	2023	1	INV P	3,141.00	R103122	293837	ROUTERS FOR NOLA CA
ACCOUNT TOTAL							3,141.00			
001100	606000	TELEPHONE AND TELEGRAPH								
002158	AT&T	0563149329001	10/22	0	2023	1	INV P	43.65	R103122	293660 10/22 POLICE DISPAT
002158	AT&T	54549101030591	9/22	0	2023	1	INV P	189.56	R103122	293659 9/2022 POLICE DISPA
002158	AT&T	L2022 8-OCT	0	2023	1	INV P	97.46	R103122	293657	AT&T 8-OCT
							330.67			
ACCOUNT TOTAL							330.67			
001100	611000	TRAVEL EXPENSE								
003792	NORRIS, LATONYA	95600TNORRIS	0	2023	1	INV P	962.64	R103122	293791	TRAVEL ADVANCE LATO
ACCOUNT TOTAL							962.64			
001100	612000	FREIGHT								
002648	DELTA FOREMOST CHEMI	194750	2300177	2023	1	INV P	105.00	R103122	293697	CAR WASH CLEANER-HP
ACCOUNT TOTAL							105.00			
001100	630000	GAS								
004321	SPIRE	G2022-11 OCT	0	2023	1	INV P	1,888.31	R103122	293844	SPIRE-VARIOUS DEPAR
ACCOUNT TOTAL							1,888.31			
001100	630500	ELECTRICITY								
003700	MS POWER COMPANY	E2022-12 OCT	0	2023	1	INV P	2,944.12	R103122	293780	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV P	11,014.82	R103122	293780	MISSISSIPPI POWER-V
							13,958.94			
ACCOUNT TOTAL							13,958.94			
001100	638000	FIXED EQUIPMENT R&M								
004446	TOSHIBA BUSINESS SOL	5455309	0	2023	1	INV P	270.82	R103122	293850	MB#2018-164 COMMUNI
ACCOUNT TOTAL							270.82			
001100	638400	MOTOR VEHICLE EQ. R&M								
002282	BODY TECH INC	2986	227003	2023	1	INV P	7,849.94	R103122	293667	REPAIR WRECKED UNIT
003861	PATTERSON AUTO ELECT	81649	2300234	2023	1	INV P	580.96	R103122	293798	REPAIRS TO UNIT#166
ACCOUNT TOTAL							8,430.90			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	639800										
											TOW IN CHARGES
003389	LARRY'S WRECKER SERV	10190	0	2023	1	INV	P	65.00	R103122	293749	TOWING OF UNIT#1675
003389	LARRY'S WRECKER SERV	10194	0	2023	1	INV	P	55.00	R103122	293749	TOWING OF UNIT#2112
003389	LARRY'S WRECKER SERV	10239	0	2023	1	INV	P	55.00	R103122	293749	TOWING OF UNIT#1934
003389	LARRY'S WRECKER SERV	10246	0	2023	1	INV	P	65.00	R103122	293749	TOWING OF UNIT#2039
003389	LARRY'S WRECKER SERV	10247	0	2023	1	INV	P	55.00	R103122	293749	TOWING OF VEHICLE F
003389	LARRY'S WRECKER SERV	10313	0	2023	1	INV	P	65.00	R103122	293749	TOWING OF UNIT#2039
								360.00			
								ACCOUNT TOTAL		360.00	
001100	739900										
047101	MOTOROLA SOLUTIONS	8281443204	228638	2023	1	INV	P	56,985.00	R103122	293778	RADIO FOR NEW UNITS
								ACCOUNT TOTAL		56,985.00	
								ORG 001100 TOTAL		116,686.83	
001131											
											JOINT P&F TRNG.
001131	501000										
002420	CARROT TOP INDUSTRIE INV	111787	2300162	2023	1	INV	P	98.99	R103122	293676	P/F REPLACEMENT STA
								ACCOUNT TOTAL		98.99	
001131	507100										
003270	JONES & BARTLETT PUB	286386	2300102	2023	1	INV	P	1,503.87	R103122	293742	P/F BOOKS
								ACCOUNT TOTAL		1,503.87	
001131	510000										
002527	COMMERCIAL STATIONER	462563-0	2300270	2023	1	INV	P	422.67	R103122	293686	P/F OFFICE SUPPLIES
								ACCOUNT TOTAL		422.67	
001131	544000										
004499	UNDERWOOD OUTDOOR PO	117482	0	2023	1	INV	P	92.60	R103122	293857	P/F REPAIRS TO TRIM
								ACCOUNT TOTAL		92.60	
001131	5460PO										
003963	PRECISION DELTA CORP	24938	2300137	2023	1	INV	P	4,320.00	R103122	293805	P/F AMMUNITION
003963	PRECISION DELTA CORP	25071	0	2023	1	INV	P	605.88	R103122	293805	P/F AMMUNITION
								4,925.88			
								ACCOUNT TOTAL		4,925.88	
001131	599000										
003963	PRECISION DELTA CORP	25003	2300281	2023	1	INV	P	1,980.15	R103122	293805	P/F AMMUNITION

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			1,980.15					
						FREIGHT								
001131	612000					2300162	2023	1	INV	P	11.04	R103122	293676	P/F REPLACEMENT STA
002420	CARROT TOP INDUSTRIE	INV111787				2300137	2023	1	INV	P	125.00	R103122	293805	P/F AMMUNITION
003963	PRECISION DELTA CORP	24938				2300281	2023	1	INV	P	50.00	R103122	293805	P/F AMMUNITION
003963	PRECISION DELTA CORP	25003							175.00					
						ACCOUNT TOTAL			186.04					
						ELECTRICITY								
001131	630500					0	2023	1	INV	P	1,649.04	R103122	293780	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-12 OCT							ACCOUNT TOTAL			1,649.04		
						DISINFECT./EXTERMINATION								
001131	639400					0	2023	1	INV	P	50.00	R103122	293725	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015010				0	2023	1	INV	P	50.00	R103122	293725	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015012							100.00					
						ACCOUNT TOTAL			100.00					
						ORG 001131 TOTAL			10,959.24					
						FIRE DIVISION								
001160	510000					CLEANING/JANITORIAL SPLY								
001160	510000					0	2023	1	INV	P	27.89	R103122	293683	HFD JANITORIAL AND
002472	CINTAS FIRST AID J71	4134440024				0	2023	1	INV	P	27.89	R103122	293683	HFD JANITORIAL AND
002472	CINTAS FIRST AID J71	4135128841							55.78					
						ACCOUNT TOTAL			55.78					
						WEARING APPAREL								
001160	535500					2300117	2023	1	INV	P	750.46	R103122	293785	HFD FIREFIGHTING GE
003744	NAFECO-NORTH AMERICA	1171838							ACCOUNT TOTAL			750.46		
						HAND TOOLS								
001160	545000					2300149	2023	1	INV	P	98.09	R103122	293793	HFD UNIT # 15773, 1
003818	O'REILLY AUTO PARTS	0943-420735							ACCOUNT TOTAL			98.09		
						BUILDING MATERIALS & SPLY								
001160	560000					2300052	2023	1	INV	P	109.53	R103122	293836	HFD STATION 7 AC RE
004256	SOLAR SUPPLY INC	3458193				2300151	2023	1	INV	P	112.15	R103122	293836	HFD STATION 7 A/C R
004256	SOLAR SUPPLY INC	3458364							221.68					

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									221.68		
001160	560500				ELECTRICAL SUPPLIES						
003152	HUGHES SUPPLY	S166251730.001	2300154	2023	1	INV	P	40.50	R103122	293734	HFD STATION 4 A/C R
ACCOUNT TOTAL									40.50		
001160	570000				MTR VEHICLE REP. PTS/SPL						
002733	EMERGENCY EQUIPMENT	475392	2300086	2023	1	INV	P	983.09	R103122	293699	HFD THROTTLE REPLAC
002805	FERRARA FIRE APPARAT	INV000W0033853	2300217	2023	1	INV	P	704.98	R103122	293706	HFD UNIT # 20315 RE
003818	O'REILLY AUTO PARTS	0943-420735	2300149	2023	1	INV	P	1,143.25	R103122	293793	HFD UNIT # 15773, 1
004597	WATERS INTERNATIONAL	08P839514	2300196	2023	1	INV	P	1,482.89	R103122	293866	HFD UNIT # 20315 RE
ACCOUNT TOTAL									4,314.21		
001160	612000				FREIGHT						
002733	EMERGENCY EQUIPMENT	475392	2300086	2023	1	INV	P	43.92	R103122	293699	HFD THROTTLE REPLAC
002805	FERRARA FIRE APPARAT	INV000W0033853	2300217	2023	1	INV	P	45.00	R103122	293706	HFD UNIT # 20315 RE
003744	NAFECO-NORTH AMERICA	1171838	2300117	2023	1	INV	P	11.60	R103122	293785	HFD FIREFIGHTING GE
ACCOUNT TOTAL									100.52		
001160	630000				GAS						
004321	SPIRE	10.18.22	0	2023	1	INV	P	109.31	R103122	293844	SPIRE VARIOUS DEPT
004321	SPIRE	G2022-11 OCT	0	2023	1	INV	P	61.82	R103122	293844	SPIRE-VARIOUS DEPAR
004321	SPIRE	G2022-25 OCT	0	2023	1	INV	P	162.27	R103122	293844	SPIRE-VARIOUS DEPT-
									333.40		
ACCOUNT TOTAL									333.40		
001160	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022-12 OCT	0	2023	1	INV	P	479.90	R103122	293780	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV	P	2,510.43	R103122	293780	MISSISSIPPI POWER-V
									2,990.33		
004282	SOUTHERN PINE ELECTR	e2022 10.19.22	0	2023	1	INV	P	63.11	R103122	293839	SOUTHERN PINE VARIO
004282	SOUTHERN PINE ELECTR	E2022-10/19	0	2023	1	INV	P	51.40	R103122	293839	SOUTHERN PINE ELECT
									114.51		
ACCOUNT TOTAL									3,104.84		
001160	631500				WATER						
002146	ARNOLD LINE WATER AS	T2022-10/18	0	2023	1	INV	P	12.00	R103122	293655	ARNOLD LINE WATER

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
048680	RAWLS SPRINGS UTILIT	T2022-10/18			0	2023	1	INV P	41.12	R103122	293807 RAWLS SPRING UTILIT
	ACCOUNT TOTAL								53.12		
001160	635000										
003587	MID SOUTH GLASS INC	8049861			2300268	2023	1	INV P	118.00	R103122	293771 HFD STATION ONE BAY
	ACCOUNT TOTAL								118.00		
001160	638400										
002733	EMERGENCY EQUIPMENT	382386			0	2023	1	INV P	2,142.51	R103122	293699 HFD UNIT # 18100 R
002733	EMERGENCY EQUIPMENT	382530			0	2023	1	INV P	280.00	R103122	293699 HFD UNIT # 20315 LA
									2,422.51		
002805	FERRARA FIRE APPARAT	INV000W0033852			0	2023	1	INV P	877.00	R103122	293706 HFD UNIT # 15064 SE
	ACCOUNT TOTAL								3,299.51		
001160	639400										
003040	HAVARD PEST CONTROL	2015003			0	2023	1	INV P	48.00	R103122	293725 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015005			0	2023	1	INV P	48.00	R103122	293725 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015006			0	2023	1	INV P	48.00	R103122	293725 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015007			0	2023	1	INV P	48.00	R103122	293725 HAVARD PESTS CONTROL
003040	HAVARD PEST CONTROL	2015008			0	2023	1	INV P	48.00	R103122	293725 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015027			0	2023	1	INV P	48.00	R103122	293725 HAVARD PEST CONTROL
									288.00		
	ACCOUNT TOTAL								288.00		
001160	641000										
004050	RICOH CORP	37178230			0	2023	1	INV P	192.00	R103122	293813 MB #2020-31 FIRE AD
	ACCOUNT TOTAL								192.00		
001160	642500										
002071	AIRGAS USA LLC (NORD	9991621314			0	2023	1	INV P	42.18	R103122	293652 HFD LARGE OXYGEN BO
	ACCOUNT TOTAL								42.18		
001160	643500										
002472	CINTAS FIRST AID J71	4135129532			0	2023	1	INV P	54.98	R103122	293683 HFD FIRE ADMIN MAT
	ACCOUNT TOTAL								54.98		
	ORG 001160 TOTAL								13,067.27		
001180											
001180	500300										
004328	STAPLES	3520454554			2300172	2023	1	INV P	99.38	R103122	293846 OFFICE SUPPLIES FOR

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								99.38			
001180	501000			OTHER EXPENDABLE OFF.SPL							
004328	STAPLES	3520454554	2300172	2023	1	INV	P	404.07	R103122	293846	OFFICE SUPPLIES FOR
004328	STAPLES	3520454555	2300172	2023	1	INV	P	10.57	R103122	293846	OFFICE SUPPLIES FOR
								414.64			
ACCOUNT TOTAL								414.64			
001180	511100			SUPPLIES - COVID 19							
004328	STAPLES	3520454554	2300172	2023	1	INV	P	101.55	R103122	293846	OFFICE SUPPLIES FOR
004328	STAPLES	3521357181	2300172	2023	1	INV	P	9.29	R103122	293846	OFFICE SUPPLIES FOR
								110.84			
ACCOUNT TOTAL								110.84			
001180	546000			MINOR EQUIPMENT							
004205	SIGNS FIRST	H-82458	2300101	2023	1	INV	P	69.00	R103122	293834	NAMEPLATES FOR CODE
ACCOUNT TOTAL								69.00			
001180	570000			MTR VEHICLE REP. PTS/SPL							
002060	ADVANCE AUTO PARTS	5604228078362	2300063	2023	1	INV	P	41.49	R103122	293650	HOSE AND WIPER BLAD
048827	CARQUEST	14758-17380	2300139	2023	1	INV	P	127.19	R103122	293675	WATER PUMP FOR UNIT
048827	CARQUEST	14758-17386	2300044	2023	1	INV	P	371.71	R103122	293675	PARTS FOR UNIT # 13
048827	CARQUEST	14758-17586	2300044	2023	1	INV	P	48.52	R103122	293675	PARTS FOR UNIT # 13
048827	CARQUEST	14758-17670	2300294	2023	1	INV	P	21.59	R103122	293675	THERMOSTAT FOR UNIT
								569.01			
ACCOUNT TOTAL								610.50			
001180	601300			DEMOLITION							
003718	MSP ENTERPRISES, LLC	102522-0	0	2023	1	INV	P	7,576.68	R103122	293784	MB: 2021-340 - DEMO
ACCOUNT TOTAL								7,576.68			
001180	604900			OTHER PROFESSIONAL SERV.							
004075	RODCO, LLC	1834	0	2023	1	INV	P	1,000.00	R103122	293816	PLNS REVIEW-14 S FO
ACCOUNT TOTAL								1,000.00			
001180	611000			TRAVEL EXPENSE							
002279	BOAM	BOAM WINTER 2022 REG 0	0	2023	1	INV	P	200.00	R103122	293666	BOAM WINTER 22 REGI
048782	BATES JAMES KEVIN	BOAM WINTER 2022	0	2023	1	INV	P	702.01	R103122	293664	TRAVEL ADVANCE FOR
ACCOUNT TOTAL								902.01			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001180	615000	003141	HUB CITY SPOKES	INV100879	0	2023	1	INV P	357.12	R103122	293733 CITY WIDE ADS & NOT
									ACCOUNT TOTAL		357.12
001180	639800	049342	MARTIN'S TOWING	MARTIN1	0	2023	1	INV P	225.00	R103122	293764 VEHICLE TOWED FROM
									ACCOUNT TOTAL		225.00
						ORG 001180		TOTAL	11,365.17		
001190									P/S CONTRAC.SER		
001190	602700	002960	GULF GUARANTY EMPLOY	221025134034	0	2023	1	INV P	4,450.80	R103122	293719 MEDICAL BILL FOR IN
									ACCOUNT TOTAL		4,450.80
001190	681500	002851	FORREST CTY SUPERVIS	09.01.22-09.30.22	0	2023	1	INV P	82,140.69	R103122	293711 HOUSING OF INMATES
									ACCOUNT TOTAL		82,140.69
						ORG 001190		TOTAL	86,591.49		
001191									TRAFFIC MAINT.		
001191	554000	002901	GILKEY ELECTRIC SUPP	358702	228785	2023	1	INV P	1,000.00	R103122	293715 TRAFFIC LED LIGHT F
									ACCOUNT TOTAL		1,000.00
001191	570000	004514	UNIVERSITY TIRE & SE	INV203741	2300034	2023	1	INV P	1,387.32	R103122	293858 TIRES UNIT 11428 1
		004514	UNIVERSITY TIRE & SE	INV203797	2300051	2023	1	INV P	707.00	R103122	293858 TIRES UNIT 11945 20
									2,094.32		
									ACCOUNT TOTAL		2,094.32
001191	630000	004321	SPIRE	G2022-11 OCT	0	2023	1	INV P	134.22	R103122	293844 SPIRE-VARIOUS DEPAR
									ACCOUNT TOTAL		134.22
001191	630500	003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV P	1,624.90	R103122	293780 MISSISSIPPI POWER-V
									ACCOUNT TOTAL		1,624.90
001191	638400	003915	PINE BELT CDJR, INC	522675	2300148	2023	1	INV P	1,700.64	R103122	293800 UNIT 18603 VEHICLE

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										1,700.64			
001191		643000		UNIFORM RENT									
002471	CINTAS	CORPORATION #	4133749817	0	2023	1	INV	P	25.00	R103122	293682	TRAFFIC	UNIFORM SC
002471	CINTAS	CORPORATION #	4134438166	0	2023	1	INV	P	25.00	R103122	293682	TRAFFIC	UNIFORM
002471	CINTAS	CORPORATION #	4135126674	0	2023	1	INV	P	25.00	R103122	293682	TRAFFIC	UNIFORM SC
										75.00			
ACCOUNT TOTAL										75.00			
001191		643500		MOP-MAT-RAG RENT									
002471	CINTAS	CORPORATION #	4133749485	0	2023	1	INV	P	7.70	R103122	293682	TRAFFIC	SC/ 82000
002471	CINTAS	CORPORATION #	4134437853	0	2023	1	INV	P	7.70	R103122	293682	TRAFFIC	MATS SC
002471	CINTAS	CORPORATION #	4135126311	0	2023	1	INV	P	7.70	R103122	293682	TRAFFIC	SC/ 820004
										23.10			
ACCOUNT TOTAL										23.10			
ORG 001191 TOTAL										6,652.18			
001201		STREET DIV.											
001201		500300		PAPER									
003772	NEWELL	PAPER COMPANY	4140867-4141378	2300032	2023	1	INV	P	240.73	R103122	293789	673161600	BATH TISS
ACCOUNT TOTAL										240.73			
001201		510000		CLEANING/JANITORIAL SPLY									
003772	NEWELL	PAPER COMPANY	4140867-4141378	2300032	2023	1	INV	P	1,224.86	R103122	293789	673161600	BATH TISS
ACCOUNT TOTAL										1,224.86			
001201		540000		ASPHALT & ASPHALT PROD.									
004585	WARREN	INC	68495	0	2023	1	INV	P	152.63	R103122	293863	REFER TO PO	229599-
004586	WARREN	PAVING INC	67494	0	2023	1	INV	P	70.13	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	67554	0	2023	1	INV	P	238.78	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	67706	0	2023	1	INV	P	317.63	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	67715	0	2023	1	INV	P	315.15	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	67722	0	2023	1	INV	P	479.33	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	67907	0	2023	1	INV	P	280.51	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	67914	0	2023	1	INV	P	584.11	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	67931	0	2023	1	INV	P	413.33	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	68119	0	2023	1	INV	P	348.16	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	68169	229599	2023	1	INV	P	519.76	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	68176	229599	2023	1	INV	P	566.78	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	68239	229599	2023	1	INV	P	494.18	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	68245	229599	2023	1	INV	P	273.91	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	68306	229599	2023	1	INV	P	389.40	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	68311	229599	2023	1	INV	P	294.53	R103122	293864	ASPHALT/VARIOUS	LOC
004586	WARREN	PAVING INC	68577	2300146	2023	1	INV	P	313.51	R103122	293864	ASPHALT FOR VARIOUS	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004586	WARREN PAVING INC	68642	2300146	2023	1	INV	P		230.66	R103122	293864 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC	68738	2300146	2023	1	INV	P		245.28	R103122	293864 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC	68884	2300146	2023	1	INV	P		1,791.71	R103122	293864 ASPHALT FOR VARIOUS
									8,166.85		
ACCOUNT TOTAL									8,319.48		
001201	570000					MTR VEHICLE REP.	PTS/SPL				
002166	AUTO ARMATURE SERVIC	29552	2300115	2023	1	INV	P		199.95	R103122	293662 UNIT 20053 BATTERY
002166	AUTO ARMATURE SERVIC	29588	2300130	2023	1	INV	P		349.90	R103122	293662 UNIT 13982 2 MHD BA
									549.85		
003843	PARISH TRACTOR (HATT	P03989	2300128	2023	1	INV	P		15.36	R103122	293797 UNIT 20373 TRACTOR
004514	UNIVERSITY TIRE & SE	INV204378	2300221	2023	1	INV	P		679.52	R103122	293858 TIRES/20050
048827	CARQUEST	14758-17823	2300326	2023	1	INV	P		83.03	R103122	293675 PARTS/UNIT 20050
ACCOUNT TOTAL									1,327.76		
001201	575500					AGRICLTRL REPAIR	PTS/SPL				
002304	BRACKMAN MOWER WAREH	32041	2300330	2023	1	INV	P		179.40	R103122	293670 PARTS FOR LAWNMOWER
004528	UWOOD CO INC	22091	2300178	2023	1	INV	P		386.67	R103122	293860 PARTS/TRAILER
ACCOUNT TOTAL									566.07		
001201	604900					OTHER PROFESSIONAL SERV.					
003118	HOMESTEAD DIRT WORKS	1711	2300186	2023	1	INV	P		4,999.00	R103122	293729 REMEDIATE DRAINAGE
003185	INNOVATIVE SERVICE S	20220158	2300107	2023	1	INV	P		380.00	R103122	293736 ANNUAL AED MAINTENA
047034	BUGZ LAWN CARE	15	0	2023	1	INV	P		1,200.00	R103122	293671 LANDSCAPE MAINTENAN
048917	MS CONCRETE PROF	Invoice42	0	2023	1	INV	P		600.00	R103122	293779 CURB REPAIR 1101 WI
048917	MS CONCRETE PROF	INVOICE43	0	2023	1	INV	P		300.00	R103122	293779 REPAIR DRIVEWAY 12
048917	MS CONCRETE PROF	INVOICE44	0	2023	1	INV	P		665.54	R103122	293779 CONCRET COST/ WINDS
									1,565.54		
048966	MARTINEZ DAVID J	103	0	2023	1	INV	P		3,600.00	R103122	293766 MNTHLY MAINTENANCE
ACCOUNT TOTAL									11,744.54		
001201	636099					LONG RANGE PAVING PLAN					
048400	HUB CITY CONSTRUCTIO	2554	228767	2023	1	INV	P		3,400.00	R103122	293732 CURB & GUTTER REPAI
ACCOUNT TOTAL									3,400.00		
001201	643000					UNIFORM RENT					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1															
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
002471	CINTAS	CORPORATION #	4131138171		0	2023	1	INV	P	52.81	R103122	293681	UNIFORM	SC	82000447
002471	CINTAS	CORPORATION #	4134437969		0	2023	1	INV	P	44.39	R103122	293682	UNIFORMS	SC	8200044
002471	CINTAS	CORPORATION #	4134437986		0	2023	1	INV	P	81.91	R103122	293681	UNIFORMS	SC	8200044
002471	CINTAS	CORPORATION #	4134438060		0	2023	1	INV	P	225.06	R103122	293681	UNIFORMS	SC	8200044
002471	CINTAS	CORPORATION #	4134438156		0	2023	1	INV	P	18.56	R103122	293682	UNIFORMS	SC	8200044
002471	CINTAS	CORPORATION #	4135126430		0	2023	1	INV	P	56.80	R103122	293681	UNIFORM	SC	82000447
002471	CINTAS	CORPORATION #	4135126529		0	2023	1	INV	P	53.73	R103122	293681	UNIFORMS	SC	8200044
002471	CINTAS	CORPORATION #	4135126697		0	2023	1	INV	P	18.56	R103122	293682	CINTAS	SC	820004475
002471	CINTAS	CORPORATION #	4135126701		0	2023	1	INV	P	52.81	R103122	293681	UNIFORM	SC	82000447
002471	CINTAS	CORPORATION #	4135126708		0	2023	1	INV	P	145.56	R103122	293681	UNIFORM	SC	82000447
										750.19					
ACCOUNT TOTAL										750.19					
ORG 001201 TOTAL										27,573.63					
STREET LIGHTS															
ELECTRICITY															
003700	MS POWER COMPANY	E2022-12 OCT		0	2023	1	INV	P	2,804.15	R103122	293780	MISSISSIPPI	POWER-V		
003700	MS POWER COMPANY	E2022-21-OCT		0	2023	1	INV	P	100,177.79	R103122	293780	MISSISSIPPI	POWER-V		
003700	MS POWER COMPANY	E2022-24 OCT		0	2023	1	INV	P	168.07	R103122	293780	MISSISSIPPI	POWER		
										103,150.01					
003873	PEARL RIVER VALLEY	E 2022 10.20.22		0	2023	1	INV	P	16.78	R103122	293799	PRVEPA	OAKWOOD DR L		
003873	PEARL RIVER VALLEY	E 2022 6 OCT		0	2023	1	INV	P	1,300.35	R103122	293799	PEARL RIVER VALLEY			
										1,317.13					
004282	SOUTHERN PINE ELECTR	e2022 10.19.22		0	2023	1	INV	P	69.23	R103122	293839	SOUTHERN PINE	VARIO		
ACCOUNT TOTAL										104,536.37					
ORG 001202 TOTAL										104,536.37					
ENGR/PUBLIC SER															
ENGINEERING															
004197	SHOWS DEARMAN & WAIT	22938		0	2023	1	INV	P	9,042.50	R103122	293831	MB	2012-1/34	GENERA	
004197	SHOWS DEARMAN & WAIT	23023		0	2023	1	INV	P	5,890.00	R103122	293831	MB	2012-1/34	GENERA	
										14,932.50					
ACCOUNT TOTAL										14,932.50					
OTHER PROFESSIONAL SERV.															
002850	FORREST CTY SOIL & W	2022 INSTALLMENT 2		0	2023	1	INV	P	22,500.00	R103122	293710	MB	2008-5/567	INSTA	
ACCOUNT TOTAL										22,500.00					
MESSENGER/EXPRESS SERV.															
002798	FEDERAL EXPRESS	7-926-91031		0	2023	1	INV	P	45.27	R103122	293705	QUARTERLY	PACKAGE T		

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									45.27		
001203	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV	P	563.95	R103122	293780	MISSISSIPPI POWER-V
ACCOUNT TOTAL									563.95		
ORG 001203 TOTAL									38,041.72		
SHOP DIVISION											
001204	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022-12 OCT	0	2023	1	INV	P	1,652.12	R103122	293780	MISSISSIPPI POWER-V
ACCOUNT TOTAL									1,652.12		
001204	642500				CYLINDER RENT						
002071	AIRGAS USA LLC (NORD 9991621312		0	2023	1	INV	P	418.11	R103122	293652	CYLINDER RENTAL/PW
ACCOUNT TOTAL									418.11		
001204	643000				UNIFORM RENT						
002471	CINTAS CORPORATION # 4134438077		0	2023	1	INV	P	90.21	R103122	293681	UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION # 4135126643		0	2023	1	INV	P	61.89	R103122	293681	UNIFORM RENTAL/PW S
									152.10		
ACCOUNT TOTAL									152.10		
ORG 001204 TOTAL									2,222.33		
G O & F S DIV.											
001205	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV	P	74.83	R103122	293780	MISSISSIPPI POWER-V
ACCOUNT TOTAL									74.83		
ORG 001205 TOTAL									74.83		
CONSTRUCTION											
001207	559000				OTHER OPERATING MATL/SPLY						
002083	ALLBRITTON CHAIN SAW 94027		2300228	2023	1	INV	P	59.99	R103122	293653	EARTH AUGER TIP/CON
002215	BATTERIES PLUS BULBS P56320519		2300346	2023	1	INV	P	95.94	R103122	293665	BATTERIES/ CONST DE
048827	CARQUEST 14758-17671		2300212	2023	1	INV	P	920.87	R103122	293675	PUMP FOR PRESSURE W
ACCOUNT TOTAL									1,076.80		
001207	560500				ELECTRICAL SUPPLIES						
002901	GILKEY ELECTRIC SUPP 362035		0	2023	1	INV	P	766.84	R103122	293715	MOBILE ST FESTIVAL
002901	GILKEY ELECTRIC SUPP 362828		0	2023	1	INV	P	260.45	R103122	293715	MOBILE ST FESTIVAL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002901	GILKEY	ELECTRIC	SUPP	362993	2300248	2023	1	INV	P	107.50	R103122	293715 MATERIAL FOR REPAIR
002901	GILKEY	ELECTRIC	SUPP	363019	2300248	2023	1	INV	P	138.06	R103122	293715 MATERIAL FOR REPAIR
002901	GILKEY	ELECTRIC	SUPP	363236	2300248	2023	1	INV	P	102.10	R103122	293715 MATERIAL FOR REPAIR
002901	GILKEY	ELECTRIC	SUPP	363324	2300248	2023	1	INV	P	30.20	R103122	293715 MATERIAL FOR REPAIR
002901	GILKEY	ELECTRIC	SUPP	363344	2300244	2023	1	INV	P	289.62	R103122	293715 CHRISTMAS LIGHTS/CO
002901	GILKEY	ELECTRIC	SUPP	363361	2300248	2023	1	INV	P	182.40	R103122	293715 MATERIAL FOR REPAIR
002901	GILKEY	ELECTRIC	SUPP	363718	2300254	2023	1	INV	P	609.68	R103122	293715 MOBILE TEMPORARY LI
002901	GILKEY	ELECTRIC	SUPP	363801	2300319	2023	1	INV	P	377.25	R103122	293715 STREET LIGHTS/CONST
										2,864.10		
ACCOUNT TOTAL										2,864.10		
001207	561000	PLUMBING SUPPLIES										
003543	MCELHANEY	PLUMBING I	294068	2300298	2023	1	INV	P	133.94	R103122	293769 FLUSH VALVE/CONST D	
ACCOUNT TOTAL										133.94		
001207	604900	OTHER PROFESSIONAL SERV.										
003191	INTERFACE	SECURITY S	20319347	0	2023	1	INV	P	46.99	R103122	293737 INTERFACE SECURITY/	
ACCOUNT TOTAL										46.99		
001207	612000	FREIGHT										
048827	CARQUEST		14758-17671	2300212	2023	1	INV	P	26.59	R103122	293675 PUMP FOR PRESSURE W	
ACCOUNT TOTAL										26.59		
001207	642500	CYLINDER RENT										
002071	AIRGAS	USA LLC (NORD	9991621313	0	2023	1	INV	P	207.71	R103122	293652 CYLINDER RENTAL/CON	
ACCOUNT TOTAL										207.71		
001207	643000	UNIFORM RENT										
002471	CINTAS	CORPORATION #	4134437960	0	2023	1	INV	P	51.33	R103122	293681 UNIFORM RENTAL/SC#8	
002471	CINTAS	CORPORATION #	4135126504	0	2023	1	INV	P	51.33	R103122	293682 UNIFORM RENTAL/CONS	
										102.66		
ACCOUNT TOTAL										102.66		
ORG 001207 TOTAL										4,458.79		
001220	SANITATION DIV.											
001220	501000	OTHER EXPENDABLE OFF.SPL										
002472	CINTAS	FIRST AID J71	5130521990	2300393	2023	1	INV	P	188.13	R103122	293683 MAXIFLEX GLOVES FOR	
ACCOUNT TOTAL										188.13		
001220	510000	CLEANING/JANITORIAL SPLY										
004634	WHEELER'S	JANITORIAL	10697	2300022	2023	1	INV	P	1,318.72	R103122	293868 CLEANING/JANITORIAL	

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									1,318.72		
001220	570000				MTR	VEHICLE	REP.	PTS/SPL			
002739	EMPIRE TRUCK SALES(J	CE006201853:01	2300175	2023	1	INV	P		1,560.96	R103122	293700 RADIATOR CORE & TAN
004120	SANSOM EQUIPMENT CO	P03668	2300161	2023	1	INV	P		1,802.33	R103122	293822 UNIT 20071 HARNESS
004139	SCOTTS HYDRAULIC SER	52409	0	2023	1	INV	P		791.80	R103122	293823 UNIT 20072 TEAR DOW
004466	TRUCKS PLUS AUTO ACC	45207	2300080	2023	1	INV	P		1,115.00	R103122	293854 TOOLBOXSTEP BARS ET
047021	HINTON, ANTHONY	000103	0	2023	1	INV	P		515.00	R103122	293727 DONE W/O PO/SERVICE
047021	HINTON, ANTHONY	000104	0	2023	1	INV	P		270.00	R103122	293727 DONE W/O PO/SERVICE
									785.00		
048827	CARQUEST	14758-17640	2300257	2023	1	INV	P		142.16	R103122	293675 BRAKE PADS/SWITCH F
ACCOUNT TOTAL									6,197.25		
001220	612000				FREIGHT						
002739	EMPIRE TRUCK SALES(J	CE006201853:01	2300175	2023	1	INV	P		20.00	R103122	293700 RADIATOR CORE & TAN
004120	SANSOM EQUIPMENT CO	P03668	2300161	2023	1	INV	P		119.62	R103122	293822 UNIT 20071 HARNESS
ACCOUNT TOTAL									139.62		
001220	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022-12 OCT	0	2023	1	INV	P		575.02	R103122	293780 MISSISSIPPI POWER-V
ACCOUNT TOTAL									575.02		
001220	638400				MOTOR VEHICLE EQ. R&M						
004297	SOUTHERN TIRE MART (	2520107327	2300259	2023	1	INV	P		14,373.15	R103122	293840 TIRES FOR SANITATIO
ACCOUNT TOTAL									14,373.15		
001220	639800				TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	44028	0	2023	1	INV	P		375.00	R103122	293741 TOW UNIT 14408 TO W
003253	JOHNNY'S WRECKER SER	44573	0	2023	1	INV	P		475.00	R103122	293741 TOW UNIT 20069 FROM
									850.00		
ACCOUNT TOTAL									850.00		
001220	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4134438367	0	2023	1	INV	P		211.45	R103122	293681 SC8200045758SANITAT
002471	CINTAS CORPORATION #	4135127068	0	2023	1	INV	P		238.95	R103122	293681 SC8200044758-SANIT.
									450.40		
ACCOUNT TOTAL									450.40		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001220	643500										
		002471	CINTAS CORPORATION #	4134437892	0	2023	1	INV P	35.04	R103122	293682 SC#8200044758 -SANI
		002471	CINTAS CORPORATION #	4135126406	0	2023	1	INV P	35.04	R103122	293682 SC8200044758 -SANIT
									70.08		
									ACCOUNT TOTAL	70.08	
001220	699900										
		002472	CINTAS FIRST AID J71	5130521925	0	2023	1	INV P	49.67	R103122	293683 MONTHLY FIRST AID R
		004202	SIGMA CONSULTING AND	88103	0	2023	1	INV P	150.00	R103122	293833 REG. FEE(CHARLES PA
									ACCOUNT TOTAL	199.67	
									ORG 001220 TOTAL	24,362.04	
001250											
											HEALTH DIVISION
001250	570000										
		002166	AUTO ARMATURE SERVIC	29587		2300127	2023	1 INV P	239.95	R103122	293662 UNIT 15999 18398N S
		048827	CARQUEST	39641		2300116	2023	1 INV P	49.31	R103122	293675 UNIT 17017 HTR BLOW
									ACCOUNT TOTAL	289.26	
001250	575500										
		002083	ALLBRITTON CHAIN SAW	94032		2300029	2023	1 INV P	3,218.57	R103122	293653 LAWN MOWER & WEED E
									ACCOUNT TOTAL	3,218.57	
									ORG 001250 TOTAL	3,507.83	
001402											
											ECONOMIC DEV.
001402	604900										
		003764	NEEL-SCHAFFER INC	1081731	0	2023	1	INV P	4,000.00	R103122	293788 MB 2021-322 HIGHWAY
		048667	R & J CONSTRUCTION	2769		228796	2023	1 INV P	49,524.53	R103122	293806 HARDY ST. ROUNDABOU
									ACCOUNT TOTAL	53,524.53	
									ORG 001402 TOTAL	53,524.53	
001551											
											AIRPORT DIV.
001551	630500										
		003700	MS POWER COMPANY	E2022-12 OCT	0	2023	1	INV P	1,640.25	R103122	293780 MISSISSIPPI POWER-V
									ACCOUNT TOTAL	1,640.25	
001551	639400										
		003040	HAVARD PEST CONTROL	2015029	0	2023	1	INV P	45.00	R103122	293726 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	
					ACCOUNT TOTAL			45.00				
					ORG 001551 TOTAL			1,685.25				
001553 CEMETERY DIV												
001553 501000					OTHER EXPENDABLE OFF.SPL							
003809 OFFICE DEPOT INC				271840227001	2300007	2023	1	INV	P	213.19	R103122	293795 OFFICE SUPPLIES
003809 OFFICE DEPOT INC				271840228001	2300007	2023	1	INV	P	49.08	R103122	293795 OFFICE SUPPLIES
					262.27							
					ACCOUNT TOTAL			262.27				
001553 510000					CLEANING/JANITORIAL SPLY							
003772 NEWELL PAPER COMPANY				4140913	2300062	2023	1	INV	P	691.03	R103122	293789 JANITORIAL SUPPLIES
003772 NEWELL PAPER COMPANY				4141334	2300062	2023	1	INV	P	48.20	R103122	293789 JANITORIAL SUPPLIES
					739.23							
					ACCOUNT TOTAL			739.23				
001553 541500					SAND,CLAY,GRVL,FILL DIRT							
002359 BURGE EXCAVATING & G				1853	2300200	2023	1	INV	P	850.00	R103122	293672 SAND/FILL DIRT
					ACCOUNT TOTAL			850.00				
001553 544000					HORT./LANDSCAPING SPLY.							
003717 MS TURF				333853	2300197	2023	1	INV	P	240.00	R103122	293783 LAND SCAPE SUPPLIES
003717 MS TURF				333853-1	0	2023	1	INV	P	20.00	R103122	293783 PURCHASE ORDER# 023
003717 MS TURF				333855	2300332	2023	1	INV	P	260.00	R103122	293783 LAND SCAPE SUPPLIES
					520.00							
					ACCOUNT TOTAL			520.00				
001553 570000					MTR VEHICLE REP. PTS/SPL							
004597 WATERS INTERNATIONAL				08S829753	2300129	2023	1	INV	P	2,558.04	R103122	293866 PARTS/LABOR FRONT E
048827 CARQUEST				14758-17862	2300353	2023	1	INV	P	428.45	R103122	293675 MOTOR VEHICLE PARTS
					ACCOUNT TOTAL			2,986.49				
001553 575500					AGRICLTR REPAIR PTS/SPL							
003034 HATTIESBURG HYDRAULI				97435	2300311	2023	1	INV	P	185.09	R103122	293724 HYDRAULIC HOSE FOR
004499 UNDERWOOD OUTDOOR PO				117440	2300065	2023	1	INV	P	546.60	R103122	293857 AGRICULTURE SUPPLIE
					ACCOUNT TOTAL			731.69				
001553 604900					OTHER PROFESSIONAL SERV.							
003191 INTERFACE SECURITY S				20335512	0	2023	1	INV	P	48.34	R103122	293737 MB#2006-2/76-77-SEC

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			48.34			
001553	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV	P	645.06	R103122	293780	MISSISSIPPI POWER-V
					ACCOUNT TOTAL			645.06			
001553	638400				MOTOR VEHICLE EQ. R&M						
004597	WATERS INTERNATIONAL	08S829753	2300129	2023	1	INV	P	2,846.16	R103122	293866	PARTS/LABOR FRONT E
					ACCOUNT TOTAL			2,846.16			
					ORG 001553 TOTAL			9,629.24			
001560				PARKING OPER.							
001560	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV	P	1,145.50	R103122	293780	MISSISSIPPI POWER-V
					ACCOUNT TOTAL			1,145.50			
					ORG 001560 TOTAL			1,145.50			
FUND 001 REVENUES				TOTAL:			681,549.50				

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	510000			CLEANING/JANITORIAL SPLY							
002471	CINTAS CORPORATION # 1903415586			0	2023	1	INV	P	232.00	R103122	293681 P&R GRNDS MAINT-GLO
				ACCOUNT TOTAL					232.00		
002300	559000			OTHER OPERATING MATL/SPLY							
002472	CINTAS FIRST AID J71 5126241405			0	2023	1	INV	P	16.35	R103122	293683 P&R GRNDS MAINT FIR
				ACCOUNT TOTAL					16.35		
002300	570000			MTR VEHICLE REP. PTS/SPL							
002565	COURTESY MOTORS INC 541350			0	2023	1	INV	P	200.38	R103122	293690 P&R IN REF TO PO 22
				ACCOUNT TOTAL					200.38		
002300	630500			ELECTRICITY							
003700	MS POWER COMPANY E2022-21-OCT			0	2023	1	INV	P	819.05	R103122	293780 MISSISSIPPI POWER-V
				ACCOUNT TOTAL					819.05		
002300	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4132819556			0	2023	1	INV	P	168.54	R103122	293681 P&R GRNDS MAINT UNI
002471	CINTAS CORPORATION # 4134198152			0	2023	1	INV	P	168.03	R103122	293681 P&R GRNDS MAINT UNI
									336.57		
				ACCOUNT TOTAL					336.57		
002300	644900			OTHER RENT							
002071	AIRGAS USA LLC (NORD 9990177631			0	2023	1	INV	P	87.11	R103122	293652 P&R GRNDS MAINT CYL
002071	AIRGAS USA LLC (NORD 9990885853			0	2023	1	INV	P	87.11	R103122	293652 P&R GRNDS MAINT CYL
002071	AIRGAS USA LLC (NORD 9991621315			0	2023	1	INV	P	87.11	R103122	293652 P&R GRNDS MAINT CYL
									261.33		
002471	CINTAS CORPORATION # 4132819273			0	2023	1	INV	P	29.11	R103122	293682 P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION # 4134197783			0	2023	1	INV	P	29.11	R103122	293682 P&R GRNDS MAINT MAT
									58.22		
049346	MARLOW LLC MARLOW			0	2023	1	INV	P	12,000.00	R103122	293761 MB2022-669/GORDON C
				ACCOUNT TOTAL					12,319.55		
002300	699900			SERVICES NOT SPECIFIED							
047187	FOUR SEASONS LAWN 13547			0	2023	1	INV	P	530.00	R103122	293712 P&R 38TH AVE-LAWN M
047187	FOUR SEASONS LAWN 13707			0	2023	1	INV	P	325.00	R103122	293712 P&R HARDY ST LAWN M
047187	FOUR SEASONS LAWN 2167			0	2023	1	INV	P	395.00	R103122	293712 P&R 38TH AVE-LABOR
									1,250.00		

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								1,250.00			
ORG 002300 TOTAL								15,173.90			
002315 PKS/REC-REC.ADMIN/COM.REL.											
002315 RECREATIONAL SUPPLIES											
004575 WALMART STORES INC			7RH92NYFBM2	2300040	2023	1	INV P	51.73	R103122	293861	GAMES FOR ACTIVITIE
ACCOUNT TOTAL								51.73			
002315 603400 OFFICIALS											
004221 SMITH, CARLTON L			10.21.22	0	2023	1	INV P	50.00	R103122	293835	HPR CONTRACT LABOR
004416 TERRELL, WINSTON			10.21.22	0	2023	1	INV P	120.00	R103122	293849	HPR CONTRACT LABOR
004460 TROTTER, COREY			10.21.22	0	2023	1	INV P	100.00	R103122	293851	HPR CONTRACT LABOR
047595 MARTIN DERRICAS			10.21.22	0	2023	1	INV P	100.00	R103122	293763	HPR CONTRACT LABOR
048590 CRAWFORD OTTO			10.21.22	0	2023	1	INV P	50.00	R103122	293692	HPR CONTRACT LABOR
048772 LEE ANTHONY			10.21.22	0	2023	1	INV P	60.00	R103122	293753	HPR CONTRACT LABOR
ACCOUNT TOTAL								480.00			
002315 604900 OTHER PROFESSIONAL SERV.											
002540 CONNER, TOBARRA			10.21.22	0	2023	1	INV P	40.00	R103122	293687	HPR CONTRACT LABOR
002965 GUTHRIE, JONI S			10.21.22	0	2023	1	INV P	180.00	R103122	293720	HPR CONTRACT LABOR
003313 KETTLEY, ANNETTE			10.21.22	0	2023	1	INV P	40.00	R103122	293745	HPR CONTRACT LABOR
003508 MARTIN, MAGDALINE			10.21.22	0	2023	1	INV P	96.00	R103122	293765	HPR CONTRACT LABOR
003958 POWELL, RANDY			10.21.22	0	2023	1	INV P	120.00	R103122	293804	HPR CONTRACT LABOR
004162 SHABAZZ, AMATULLAH			10.21.22	0	2023	1	INV P	144.00	R103122	293824	HPR CONTRACT LABOR
004661 WILLIAMS, MICHELLE K			8.30.22	0	2023	1	INV P	1,500.00	R103122	293870	AQUATIC SERVICES FO
004661 WILLIAMS, MICHELLE K			9.30.22	0	2023	1	INV P	1,500.00	R103122	293870	AQUATIC SERVICES FO
								3,000.00			
047471 SAMMY GRAHAM LLC			0187	0	2023	1	INV P	2,390.00	R103122	293821	POOL MAINTENANCE AU
047471 SAMMY GRAHAM LLC			193	0	2023	1	INV P	854.00	R103122	293821	POOL MAINTENANCE SE
								3,244.00			
048422 RAY NANCY REBEKAH			10.21.22	0	2023	1	INV P	150.00	R103122	293808	HPR CONTRACT LABOR
049349 JESSICA R POWELL			10.21.22	0	2023	1	INV P	40.00	R103122	293740	HPR CONTRACT LABOR

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				7,054.00		
002315	630000					GAS						
004321	SPIRE			G2022-11 OCT	0	2023	1	INV	P	26.42	R103122	293844 SPIRE-VARIOUS DEPAR
						ACCOUNT TOTAL				26.42		
002315	630500					ELECTRICITY						
003700	MS	POWER	COMPANY	E2022-12 OCT	0	2023	1	INV	P	5,307.43	R103122	293780 MISSISSIPPI POWER-V
003700	MS	POWER	COMPANY	E2022-21-OCT	0	2023	1	INV	P	15,345.18	R103122	293780 MISSISSIPPI POWER-V
										20,652.61		
						ACCOUNT TOTAL				20,652.61		
002315	639400					DISINFECT./EXTERMINATION						
003040	HAVARD	PEST	CONTROL	2015011	0	2023	1	INV	P	125.00	R103122	293725 HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	2015016	0	2023	1	INV	P	48.00	R103122	293725 HAVARD PEST CONTROL
										173.00		
						ACCOUNT TOTAL				173.00		
					ORG 002315	TOTAL				28,437.76		
FUND 002 PARKS & RECREATION FUND						TOTAL:				43,611.66		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
005160				H.M.F.P.FUND-FIRE DIVISION							
005160 735500				COMMUNICATION EQUIPMENT							
049343	NOREGON	SYSTEMS LLC	INV00153776	2300246	2023	1	INV P	7,372.00	R103122	293790	HFD TWO-QUOTE DIAGN
ACCOUNT TOTAL								7,372.00			
ORG 005160 TOTAL								7,372.00			
FUND 005 HATT.MUNICIPAL FIRE PROTECTION								TOTAL:		7,372.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	500300										
003772	NEWELL PAPER COMPANY	4141307			2300142	2023	1	INV P	182.80	R103122	293789 CLEANING SUPPLIES A
									182.80		
009660	501000										
004316	SPEEDY PRINTING & SI	30818			2300163	2023	1	INV P	1,170.00	R103122	293843 OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	H10045-00			2300138	2023	1	INV P	569.79	R103122	293845 OFFICE SUPPLIES WAT
									1,739.79		
009660	510000										
003772	NEWELL PAPER COMPANY	4141307			2300142	2023	1	INV P	976.47	R103122	293789 CLEANING SUPPLIES A
									976.47		
009660	545000										
003543	MCELHANEY PLUMBING I	293865			2300112	2023	1	INV P	61.80	R103122	293769 HAND TOOLS WATER BI
004300	SOUTHERN WATERWORKS	92378			2300203	2023	1	INV P	121.50	R103122	293841 HAND TOOLS WATER BI
									183.30		
009660	570000										
048827	CARQUEST	14758-17746			2300317	2023	1	INV P	56.91	R103122	293675 MOTOR VEHICLE SUPPL
									56.91		
009660	604900										
003796	NORTH LAMAR WATER AS	NL101522			0	2023	1	INV P	148.00	R103122	293792 SEWER READS FOR WAT
004482	TYLER TECHNOLOGIES IN	045-396192			0	2023	1	INV P	2,800.00	R103122	293856 MUNIS IMPLEMENTATIO
									2,948.00		
009660	607000										
047562	ENCO UTILITY	INV56319			0	2023	1	INV P	1,570.60	R103122	293701 MB 2020-835 RT2 BIL
									1,570.60		
009660	620000										
047562	ENCO UTILITY	INV56319			0	2023	1	INV P	604.62	R103122	293701 MB 2020-835 RT2 BIL
									604.62		
009660	630000										
004321	SPIRE	10.18.22			0	2023	1	INV P	22.57	R103122	293844 SPIRE VARIOUS DEPT
									22.57		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660	630500										
003700	MS POWER COMPANY	E2022-12	OCT	0		2023	1	INV P	684.23	R103122	293780 MISSISSIPPI POWER-V
ELECTRICITY											
ACCOUNT TOTAL									684.23		
009660	643000										
002471	CINTAS CORPORATION # 4134439814			0		2023	1	INV P	60.87	R103122	293681 STATE CONTRACT 8200
002471	CINTAS CORPORATION # 4135128783			0		2023	1	INV P	46.86	R103122	293682 SC 8200044758 UNIFO
UNIFORM RENT											
									107.73		
ACCOUNT TOTAL									107.73		
ORG 009660 TOTAL									9,077.02		
009672	561000										
002442	CENTRAL PIPE SUPPLY	S100312277-001		2300085		2023	1	INV P	960.30	R103122	293677 WAREHOUSE STOCK FOR
W&S O&M-WATER TRANSMISSION DIV											
PLUMBING SUPPLIES											
002559	CORE & MAIN (HD SUPP	R447857		229242		2023	1	INV P	349.28	R103122	293688 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	R519035		228361		2023	1	INV P	827.76	R103122	293688 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	R544684		228880		2023	1	INV P	827.76	R103122	293688 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	R722255		228880		2023	1	INV P	115.70	R103122	293688 WAREHOUSE STOCK FOR
									2,120.50		
ACCOUNT TOTAL									3,080.80		
009672	570000										
002700	EAGLE TIRE AND SERVI	INV068406		2300335		2023	1	INV P	386.84	R103122	293698 TIRES FOR UNIT # 18
002700	EAGLE TIRE AND SERVI	INV068452		2300316		2023	1	INV P	120.00	R103122	293698 TRAILER TIRES -- WA
MTR VEHICLE REP. PTS/SPL											
									506.84		
ACCOUNT TOTAL									506.84		
009672	599000										
003348	L & A CONTRACTING CO	1021-2022		0		2023	1	INV P	3,166.83	R103122	293747 ITEM 33 -- CRUSHED
OTHER REPAIR/MAINT. SPL.											
ACCOUNT TOTAL									3,166.83		
009672	604900										
048917	MS CONCRETE PROF	45		0		2023	1	INV P	1,000.00	R103122	293779 CONCRETE REPAIRS, 1
048917	MS CONCRETE PROF	46		0		2023	1	INV P	600.00	R103122	293779 CONCRETE REPAIRS, 1
OTHER PROFESSIONAL SERV.											
									1,600.00		
ACCOUNT TOTAL									1,600.00		
009672	636000										
003649	C J MORGAN INC	2022051		0		2023	1	INV P	119,292.81	R103122	293674 MB2022-680: WATER R
STREETS & STRUCTURES R&M											

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												119,292.81		
009672	638400													
002282	BODY TECH INC			2983	0									
MOTOR VEHICLE EQ. R&M														
						2023	1	INV	P			2,470.07	R103122	293667 BODY REPAIRS UNIT #
002700	EAGLE TIRE AND SERVI			INV068406	2300335	2023	1	INV	P			36.00	R103122	293698 TIRES FOR UNIT # 18
002700	EAGLE TIRE AND SERVI			INV068452	2300316	2023	1	INV	P			15.00	R103122	293698 TRAILER TIRES -- WA
												51.00		
ACCOUNT TOTAL												2,521.07		
009672	643000													
002471	CINTAS CORPORATION #			4134440330	0							290.12	R103122	293681 SC#820044758- UNIFO
002471	CINTAS CORPORATION #			4135129454	0							330.24	R103122	293681 SC#8200044758- UNIF
												620.36		
ACCOUNT TOTAL												620.36		
ORG 009672 TOTAL												130,788.71		
009673	513000													
W&S O&M-WATER PLANT DIVISION														
009673	513000													
002094	ALLIED UNIVERSAL COR			I2814882	2300084	2023	1	INV	P			13,250.00	R103122	293654 CHLORINE FOR WATER
002094	ALLIED UNIVERSAL COR			I2814883	2300084	2023	1	INV	P			13,250.00	R103122	293654 CHLORINE FOR WATER
												26,500.00		
003179	INDUSTRIAL CHEMICALS			520152	2300180	2023	1	INV	P			4,800.00	R103122	293735 50LB BAGS OF LIME -
ACCOUNT TOTAL												31,300.00		
009673	546000													
002383	C D W GOVERNMENT			DP61810	2300312	2023	1	INV	P			942.88	R103122	293673 11" IPAD FOR WATER/
MINOR EQUIPMENT														
ACCOUNT TOTAL												942.88		
009673	599000													
003348	L & A CONTRACTING CO			1019-2022	229003	2023	1	INV	P			1,125.43	R103122	293747 CRUSHED CONCRETE (I
OTHER REPAIR/MAINT. SPL.														
ACCOUNT TOTAL												1,125.43		
009673	630000													
004321	SPIRE			G2022-11 OCT	0							35.40	R103122	293844 SPIRE-VARIOUS DEPAR
GAS														
ACCOUNT TOTAL												35.40		
009673	630500													
003700	MS POWER COMPANY			E2022-12 OCT	0							28,898.56	R103122	293780 MISSISSIPPI POWER-V
003700	MS POWER COMPANY			E2022-21-OCT	0							7,685.95	R103122	293780 MISSISSIPPI POWER-V
ELECTRICITY														

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									36,584.51		
003873	PEARL RIVER VALLEY E	2022	6	OCT	0	2023	1	INV P	103.81	R103122	293799 PEARL RIVER VALLEY
ACCOUNT TOTAL									36,688.32		
009673	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	2015	033		0	2023	1	INV P	50.00	R103122	293725 HAVARD PEST CONTROL
ACCOUNT TOTAL									50.00		
009673	643500					MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION #	4134439954			0	2023	1	INV P	80.84	R103122	293681 SC#8200044758- MOPS
ACCOUNT TOTAL									80.84		
ORG 009673 TOTAL									70,222.87		
009676					W&S O&M-SEWER DIVISION						
009676	513000					CHEMICALS					
002443	CERTIFIED LABORATORI	7971837			2300120	2023	1	INV P	4,986.25	R103122	293678 CHERRY FLOW --- SEW
002443	CERTIFIED LABORATORI	7973493			2300123	2023	1	INV P	14,869.50	R103122	293678 E100 & TCC1000 FOR
									19,855.75		
ACCOUNT TOTAL									19,855.75		
009676	535500					WEARING APPAREL					
002471	CINTAS CORPORATION #	1903411840			2300181	2023	1	INV P	360.00	R103122	293681 GREEN NITRILE GLOVE
002795	FASTENAL COMPANY	MSHAT235161			2300119	2023	1	INV P	145.00	R103122	293704 NITRILE DISPOSABLE
ACCOUNT TOTAL									505.00		
009676	561000					PLUMBING SUPPLIES					
002559	CORE & MAIN (HD SUPP	R309398			226764	2023	1	INV P	620.82	R103122	293688 WAREHOUSE STOCK --
ACCOUNT TOTAL									620.82		
009676	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2022-12 OCT			0	2023	1	INV P	4,002.66	R103122	293780 MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-21-OCT			0	2023	1	INV P	3,590.04	R103122	293780 MISSISSIPPI POWER-V
									7,592.70		
004282	SOUTHERN PINE ELECTR	e2022 10.19.22			0	2023	1	INV P	86.85	R103122	293839 SOUTHERN PINE VARIO
004282	SOUTHERN PINE ELECTR	E2022-10/19			0	2023	1	INV P	411.30	R103122	293839 SOUTHERN PINE ELECT
									498.15		
ACCOUNT TOTAL									8,090.85		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009676	636000										
											STREETS & STRUCTURES R&M
004058	RJM MCQUEEN	CONTRACT	2682		0	2023	1	INV P	7,821.20	R103122	293814 MB2022-680:SEWER RE
004058	RJM MCQUEEN	CONTRACT	2683		0	2023	1	INV P	9,052.60	R103122	293814 MB2022-680:SEWER RE
004058	RJM MCQUEEN	CONTRACT	2684		0	2023	1	INV P	5,979.50	R103122	293814 MB2022-680:SEWER RE
004058	RJM MCQUEEN	CONTRACT	2685		0	2023	1	INV P	7,773.68	R103122	293814 MB2022-680:SEWER RE
004058	RJM MCQUEEN	CONTRACT	2686		0	2023	1	INV P	8,662.60	R103122	293814 MB2022-680:SEWER RE
004058	RJM MCQUEEN	CONTRACT	2687		0	2023	1	INV P	7,362.60	R103122	293814 MB2022-680:SEWER RE
004058	RJM MCQUEEN	CONTRACT	2688		0	2023	1	INV P	247.50	R103122	293814 MB2022-680: SEWER R
004058	RJM MCQUEEN	CONTRACT	2689		0	2023	1	INV P	750.00	R103122	293814 MB2022-680:SEWER RE
004058	RJM MCQUEEN	CONTRACT	2690		0	2023	1	INV P	9,241.30	R103122	293814 MB2022-680:SEWER RE
004058	RJM MCQUEEN	CONTRACT	2691		0	2023	1	INV P	7,388.50	R103122	293814 MB2022-680,SEWER RE
004058	RJM MCQUEEN	CONTRACT	2692		0	2023	1	INV P	11,133.75	R103122	293814 MB2022-680:SEWER RE
004058	RJM MCQUEEN	CONTRACT	2693		0	2023	1	INV P	5,220.00	R103122	293814 MB2022-680: SEWER R
004058	RJM MCQUEEN	CONTRACT	2694		0	2023	1	INV P	89,641.51	R103122	293814 MB2022-680: SEWER R
									170,274.74		
									ACCOUNT TOTAL		170,274.74
									ORG 009676 TOTAL		199,347.16
009677											W&S O&M-SEWER LAGOON DIV.
009677	604900										OTHER PROFESSIONAL SERV.
002288	BONNER ANALYTICAL	TE	78107		0	2023	1	INV P	3,850.23	R103122	293669 NPDES MONITORING FO
									ACCOUNT TOTAL		3,850.23
009677	630500										ELECTRICITY
003700	MS POWER COMPANY	E2022-12 OCT			0	2023	1	INV P	40,997.71	R103122	293780 MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-21-OCT			0	2023	1	INV P	621.19	R103122	293780 MISSISSIPPI POWER-V
									41,618.90		
003873	PEARL RIVER VALLEY	E	2022 10.20.22		0	2023	1	INV P	50.00	R103122	293799 PRVEPA OAKWOOD DR L
003873	PEARL RIVER VALLEY	E	2022 6 OCT		0	2023	1	INV P	243.09	R103122	293799 PEARL RIVER VALLEY
									293.09		
									ACCOUNT TOTAL		41,911.99
009677	638000										FIXED EQUIPMENT R&M
003348	L & A CONTRACTING	CO	483-225		0	2023	1	INV P	39,085.68	R103122	293747 MB2016-64:LAGOONS A
									ACCOUNT TOTAL		39,085.68
009677	639400										DISINFECT./EXTERMINATION
003040	HAVARD PEST CONTROL	2015034			0	2023	1	INV P	40.00	R103122	293726 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2015035			0	2023	1	INV P	40.00	R103122	293726 HAVARD PEST CONTROL
									80.00		

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		80.00			
		ORG 009677	TOTAL			84,927.90			
FUND 009	WATER & SEWER OPERATION/MAINT.		TOTAL:			494,363.66			

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													
002065	ADVANTAGE TAX	119153	85595		0	2023	1	INV P	33.60	R103122	293651	METER DEP REF	85595	
002873	G AND C FUNDING LLC	119981	86396		0	2023	1	INV P	14.80	R103122	293714	METER DEP REF	86396	
002983	HALLMAN PROPERTY MAN	116201	82738		0	2023	1	INV P	14.80	R103122	293722	METER DEP REF	82738	
004183	SHOEMAKER PROPERTIES	80809	50936		0	2023	1	INV P	400.00	R103122	293829	METER DEP REF	50936	
004189	SHOEMAKER PROPERTIES	80813	50940		0	2023	1	INV P	76.80	R103122	293830	METER DEP REF	50940	
004620	WESLEY BRELAND REALT	120128	86542		0	2023	1	INV P	14.80	R103122	293867	METER DEP REF	86542	
047968	REMAX REAL ESTATE	119952	86368		0	2023	1	INV P	14.80	R103122	293811	METER DEP REF	86368	
047995	DAVID OTT	119099	85541		0	2023	1	INV P	18.00	R103122	293695	METER DEP REF	85541	
047996	REALTY STAR NETWORK	120041	86455		0	2023	1	INV P	18.00	R103122	293810	METER DEP REF	86455	
047996	REALTY STAR NETWORK	120042	86456		0	2023	1	INV P	58.00	R103122	293810	METER DEP REF	86456	
									76.00					
048108	REMAX REAL ESTATE	115822	86606		0	2023	1	INV P	18.00	R103122	293812	METER DEP REF	86606	
048150	TROY LEE	120360	86771		0	2023	1	INV P	35.00	R103122	293853	METER DEP REF	86771	
049270	BONITA L COOPER	64323	36120		0	2023	1	INV P	40.00	R103122	293668	METER DEP REF	36120	
049271	KEVIN MARK THOMAS	107215	74512		0	2023	1	INV P	12.00	R103122	293746	METER DEP REF	74512	
049272	RR VILLAGE CROSSING	114031	80729		0	2023	1	INV P	203.52	R103122	293817	METER DEP REF	80729	
049273	13 16 44 VILLAGE	114034	80733		0	2023	1	INV P	203.52	R103122	293644	METER DEP REF	80733	
049274	RR VILLAGE CROSSING	114035	80734		0	2023	1	INV P	227.64	R103122	293818	METER DEP REF	80734	
049274	RR VILLAGE CROSSING	114036	80735		0	2023	1	INV P	179.40	R103122	293818	METER DEP REF	80735	
									407.04					
049275	RR VILLAGE CROSSING	114038	80736		0	2023	1	INV P	131.16	R103122	293819	METER DEP REF	80736	
049276	RR VILLAGE CROSSING	114039	80737		0	2023	1	INV P	203.52	R103122	293820	METER DEP REF	80737	
049277	LAWRENCE BYRD JR	114158	80844		0	2023	1	INV P	75.00	R103122	293752	METER DEP REF	80844	
049278	YASMINE DAVIS	119008	85456		0	2023	1	INV P	75.00	R103122	293873	METER DEP REF	85456	
049279	ADAMO ENTERPRISES	119245	85686		0	2023	1	INV P	75.00	R103122	293645	METER DEP REF	85686	
049280	ADAMO ENTERPRISES	119591	86020		0	2023	1	INV P	75.00	R103122	293646	METER DEP REF	86020	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
049281	JOSEPH B PARKER	96345	86329	0	2023	1	INV P	18.00	R103122	293743	,ETER DEP REF 86329
049282	RAYLANI MEL BRANCH	119939	86355	0	2023	1	INV P	18.00	R103122	293809	METER DEP REF 86355
049283	NANETTE PETURIS	119953	86369	0	2023	1	INV P	18.00	R103122	293786	METER DEP REF 86369
049284	TERESA J ERICKSON	120004	86419	0	2023	1	INV P	75.00	R103122	293848	METER DEP REF 86419
049285	LASHUNDA BARTHOLOMEW	120432	86841	0	2023	1	INV P	9.76	R103122	293750	METER DPE REF 86841
049286	MARLYN HARRIS	120459	86868	0	2023	1	INV P	18.00	R103122	293762	METER DEP REF 86868
049287	MORGAN INVESTMENTS	111133	78143	0	2023	1	INV P	150.00	R103122	293773	METER DEP REF 78143
049287	MORGAN INVESTMENTS	111134	78144	0	2023	1	INV P	150.00	R103122	293773	METER DEP REF 78144
049287	MORGAN INVESTMENTS	111135	78145	0	2023	1	INV P	101.76	R103122	293773	METER DEP REF 78145
049287	MORGAN INVESTMENTS	111136	78146	0	2023	1	INV P	110.00	R103122	293773	METER DEP REF 78146
049287	MORGAN INVESTMENTS	119871	86290	0	2023	1	INV P	75.00	R103122	293773	METER DEP REF 86290
								586.76			
049288	MORGAN INVESTMENTS	111132	78142	0	2023	1	INV P	150.00	R103122	293774	METER DEP REF 78142
049288	MORGAN INVESTMENTS	119874	86292	0	2023	1	INV P	75.00	R103122	293774	METER DEP REF 86292
								225.00			
049289	MORGAN INVESTMENTS	119875	86293	0	2023	1	INV P	75.00	R103122	293775	METER DEP REF 86293
049290	MORGAN INVESTMENTS	119876	86294	0	2023	1	INV P	35.00	R103122	293776	METER DEP REF 86294
049291	MORGAN INVESTMENTS	119877	86295	0	2023	1	INV P	75.00	R103122	293777	METER DEP REF 86295
049350	ROBERT BRANDON	118025	84501	0	2023	1	INV P	14.80	R103122	293815	METER DEP REF 84501
049352	MATILDA WILLIAMS	94730	63390	0	2023	1	INV P	18.00	R103122	293768	METER DEP REF 63390
049353	LATOYA BROWN	97938	66148	0	2023	1	INV P	5.92	R103122	293751	METER DEP REF 66148
049354	KDL HOLDINGS	102559	70356	0	2023	1	INV P	556.80	R103122	293744	METER DEP REF 70356
049355	MARY HUFF	103720	71390	0	2023	1	INV P	14.80	R103122	293767	METER DEP REF 71390
049356	LMJ INVESTMENT	111211	78209	0	2023	1	INV P	14.80	R103122	293755	METER DEP REF 78209
049357	FREDERICK BARNES	115460	82045	0	2023	1	INV P	14.80	R103122	293713	METER DEP REF 82045
049358	MARCELINA CRUZ	119985	86400	0	2023	1	INV P	5.92	R103122	293760	METER DEP REF 86400
049359	CHRISTOPHER GOULD	120134	86547	0	2023	1	INV P	14.80	R103122	293680	METER DEP REF 86547
049360	TROY A LEE	120297	86706	0	2023	1	INV P	31.80	R103122	293852	METER DEP REF 86706

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION		
049361	SHELLEY BROWN	116862	86738	0	2023	1	INV P	14.80	R103122	293825	METER DEP REF	86738	
049362	FIRST BANK	120709	87113	0	2023	1	INV P	14.80	R103122	293707	METER DEP REF	87133	
ACCOUNT TOTAL								4,092.92					
011000	115000	COLLECTION FEES											
002058	ADELA INC	040201490000	8/31	0	2023	1	INV P	482.95	R103122	293649	REMIT 8/2022 COLLEC		
002058	ADELA INC	040201490000	9/30	0	2023	1	INV P	449.37	R103122	293648	REMIT 9/22 COLLECTI		
								932.32					
ACCOUNT TOTAL								932.32					
ORG 011000					TOTAL			5,025.24					
FUND 011 WATER & SEWER FUND					TOTAL:			5,025.24					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
039551					AIRPORT IMPR.-AIRPORT DIV					
039551	729502				AIRPORT IMP-FAA					
002843	FORD ENGINEERING SER 211116K		0	2023	1 INV P	14,927.11	R103122	293708	MB	2021-306 TAXIWAY
ACCOUNT TOTAL						14,927.11				
039551				729599	MISC.OTHER IMPROVEMENTS					
004197	SHOWS DEARMAN & WAIT 22921		0	2023	1 INV P	437.50	R103122	293832	MB	2021-517 HANGAR
ACCOUNT TOTAL						437.50				
ORG 039551						TOTAL	15,364.61			
FUND 039 AIRPORT IMPROVEMENT FUND						TOTAL:	15,364.61			

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	1081732	0	2023	1	INV	P		1,052.93	R103122	293788 MB 2011-4/307 FRONT
003764	NEEL-SCHAFFER INC	1081733	0	2023	1	INV	P		2,500.00	R103122	293788 MB 2021-399 LINCOLN
003764	NEEL-SCHAFFER INC	1081734	0	2023	1	INV	P		45,236.85	R103122	293788 MB 2021-454 EDWARDS
									48,789.78		
004197	SHOWS DEARMAN & WAIT	22944	0	2023	1	INV	P		700.00	R103122	293832 MB 2012-1/34 GLENDA
						ACCOUNT TOTAL			49,489.78		
072201	601501					ENGINEERING-I&I STUDY					
004197	SHOWS DEARMAN & WAIT	22958	0	2023	1	INV	P		910.66	R103122	293832 MB 2020-157 LINCOLN
						ACCOUNT TOTAL			910.66		
072201	601502					ENGINEERING-MIDTOWN					
003764	NEEL-SCHAFFER INC	1081730	0	2023	1	INV	P		24,636.37	R103122	293788 MB 2021-359 MIDTOWN
						ACCOUNT TOTAL			24,636.37		
072201	602500					LEGAL					
004694	ZAC FAIRLEY APPRAISA CA	22-384	0	2023	1	INV	P		1,000.00	R103122	293874 CIVIL ACTION NO. 22
						ACCOUNT TOTAL			1,000.00		
072201	636000					STREETS & STRUCTURES R&M					
047056	WARREN PAVING INC	227740.1	227740	2023	1	INV	P		50,228.45	R103122	293865 PAVE CLAYTON STREET
047056	WARREN PAVING INC	227741.1	227741	2023	1	INV	P		55,622.57	R103122	293865 PAVE MARIE STREET
047056	WARREN PAVING INC	227745.1	227745	2023	1	INV	P		35,000.00	R103122	293865 PAVE CARTER DRIVE
047056	WARREN PAVING INC	227745.2	0	2023	1	INV	P		7,941.55	R103122	293865 MB 2021-1147 PAVING
									148,792.57		
						ACCOUNT TOTAL			148,792.57		
072201	723014					LAMAR BLVD-REGIONS					
004197	SHOWS DEARMAN & WAIT	22928	0	2023	1	INV	P		11,840.00	R103122	293831 MB 2020-113 LAMAR B
004197	SHOWS DEARMAN & WAIT	23017	0	2023	1	INV	P		8,247.50	R103122	293831 MB 2020-113 LAMAR B
									20,087.50		
004579	WALTERS CONSTRUCTION	LAMAR BLVD #18	0	2023	1	INV	P		153,061.00	R103122	293862 MB 2020-113 LAMAR B
						ACCOUNT TOTAL			173,148.50		
072201	723025					CTRY.CLUB RD. INTERSECTN.					
004197	SHOWS DEARMAN & WAIT	22927	0	2023	1	INV	P		15,639.79	R103122	293831 MB 2021-171 COUNTRY
						ACCOUNT TOTAL			15,639.79		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT		CHECK	DESCRIPTION
072201 723043							MDOT-MARTIN LUTHER KIN					
004197 SHOWS DEARMAN & WAIT 22945						0	2023 1 INV P		565.00 R103122		293832 MB	2018-41 MLK RECO
							ACCOUNT TOTAL		565.00			
						ORG 072201	TOTAL		414,182.67			
FUND 072 MUNICIPAL ROAD & BRIDGE							TOTAL:		414,182.67			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570											MASS TRANSIT-TRANSPORTATION
073570	571001										REPAIR PARTS - FIXED ROUTE
	002565	COURTESY MOTORS INC	309547	229600	2023	1	INV	P	6,213.63	R103122	293690 BUS #19552 -WARNING
	002565	COURTESY MOTORS INC	309915	229586	2023	1	INV	P	6,299.92	R103122	293690 BUS #20585 -CHECK E
									12,513.55		
									ACCOUNT TOTAL	12,513.55	
073570	625500										PUBLIC LIAB/PROPERTY DAM
	004307	SOUTHGROUP (HATTIESB	221664	2300399	2023	1	INV	P	69,266.00	R103122	293842 INSURANCE FOR ALL C
									ACCOUNT TOTAL	69,266.00	
073570	630500										ELECTRICITY
	003700	MS POWER COMPANY	E2022-21-OCT	0	2023	1	INV	P	1,191.94	R103122	293780 MISSISSIPPI POWER-V
									ACCOUNT TOTAL	1,191.94	
073570	638400										MOTOR VEHICLE EQ. R&M
	003246	JERRY'S AUTOMOTIVE R	21959	2300030	2023	1	INV	P	1,071.55	R103122	293739 REPLACE ALL BRAKES
									ACCOUNT TOTAL	1,071.55	
073570	638501										BUS EQUIP R&M-FIXED ROUTE
	002565	COURTESY MOTORS INC	309915	229586	2023	1	INV	P	7,162.14	R103122	293690 BUS #20585 -CHECK E
									ACCOUNT TOTAL	7,162.14	
073570	639400										DISINFECT./EXTERMINATION
	003040	HAVARD PEST CONTROL	2015037	0	2023	1	INV	P	48.00	R103122	293725 HAVARD PEST CONTROL
									ACCOUNT TOTAL	48.00	
073570	639800										TOW IN CHARGES
	003253	JOHNNY'S WRECKER SER	43590	2300157	2023	1	INV	P	350.00	R103122	293741 BUS #21120 TOWED TO
	003253	JOHNNY'S WRECKER SER	44173	2300160	2023	1	INV	P	350.00	R103122	293741 BUS #16666 TOWED TO
	003253	JOHNNY'S WRECKER SER	44277	2300159	2023	1	INV	P	450.00	R103122	293741 BUS #16234 TOWED TO
									1,150.00		
									ACCOUNT TOTAL	1,150.00	
073570	686800										JARC-OPERATIONS
	002956	GROVE TRANSIT	JARC 9/25-10/8-22	0	2023	1	INV	P	4,931.50	R103122	293718 JARC GRANT MB#2020-
									ACCOUNT TOTAL	4,931.50	
073570	729553										BUS SHELTER INFRAS-533
	003764	NEEL-SCHAFFER INC	1081728	0	2023	1	INV	P	3,529.16	R103122	293788 MB 2021-45 FTA SIDE

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		3,529.16		
			ORG 073570	TOTAL		100,863.84		
	FUND 073	MASS TRANSIT FUND		TOTAL:		100,863.84		

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 601500					ENGINEERING														
004197	SHOWS	DEARMAN & WAIT	22929	0	2023	1	INV	P	8,200.00	R103122	293831	MB	2018-288	INFRAST					
004197	SHOWS	DEARMAN & WAIT	22932	0	2023	1	INV	P	2,107.50	R103122	293832	MB	2021-45	HALL AVE					
004197	SHOWS	DEARMAN & WAIT	22933	0	2023	1	INV	P	1,829.50	R103122	293832	MB	2021-45	HALL AVE					
004197	SHOWS	DEARMAN & WAIT	22934	0	2023	1	INV	P	13,984.75	R103122	293831	MB	2021-306	EDWARDS					
004197	SHOWS	DEARMAN & WAIT	22936	0	2023	1	INV	P	45,049.50	R103122	293831	MB	2021-337	ARCADIA					
004197	SHOWS	DEARMAN & WAIT	22937	0	2023	1	INV	P	14,782.50	R103122	293831	MB	2021-386	HGB HIG					
004197	SHOWS	DEARMAN & WAIT	22939	0	2023	1	INV	P	14,325.00	R103122	293831	MB	2012-1/34	STORM					
004197	SHOWS	DEARMAN & WAIT	22957	0	2023	1	INV	P	2,028.76	R103122	293832	MB	2017-81	WATER PL					
004197	SHOWS	DEARMAN & WAIT	22991	0	2023	1	INV	P	605.00	R103122	293832	MB	2017-81	WATER PL					
004197	SHOWS	DEARMAN & WAIT	23018	0	2023	1	INV	P	8,200.00	R103122	293831	MB	2018-288	INFRAST					
004197	SHOWS	DEARMAN & WAIT	23021	0	2023	1	INV	P	3,834.00	R103122	293831	MB	2021-337	ARCADIA					
004197	SHOWS	DEARMAN & WAIT	23022	0	2023	1	INV	P	6,430.00	R103122	293831	MB	2021-465	FORREST					
004197	SHOWS	DEARMAN & WAIT	23024	0	2023	1	INV	P	16,612.50	R103122	293831	MB	2012-1/34	STORM					
									137,989.01										
ACCOUNT TOTAL									137,989.01										
075695 722002					LONGBLEAF HEIGHTS NORTH														
004197	SHOWS	DEARMAN & WAIT	22930	0	2023	1	INV	P	6,850.00	R103122	293831	MB	2019-237	LONGBEA					
ACCOUNT TOTAL									6,850.00										
075695 722005					MIDTOWN SEWER PROJECT														
004197	SHOWS	DEARMAN & WAIT	22931	0	2023	1	INV	P	2,625.00	R103122	293831	MB	2020-138	MIDTOWN					
004197	SHOWS	DEARMAN & WAIT	23019	0	2023	1	INV	P	125,712.77	R103122	293831	MB	2020-138	MIDTOWN					
									128,337.77										
ACCOUNT TOTAL									128,337.77										
ORG 075695 TOTAL									273,176.78										
FUND 075 WATER&SEWER CONSTRUCTION FUND									TOTAL:	273,176.78									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
077650					COMMUNITY CTR-ADMIN/GENERAL							
077650 501000					OTHER EXPENDABLE OFF.SPL							
003809 OFFICE DEPOT INC 271168964001					229630	2023	1	INV	P	243.24	R103122	293795 OFFICE SUPPLIES FOR
					ACCOUNT TOTAL				243.24			
077650 510000					CLEANING/JANITORIAL SPLY							
003772 NEWELL PAPER COMPANY 4141406					2300206	2023	1	INV	P	680.00	R103122	293789 JANITORIAL SUPPLIES
					ACCOUNT TOTAL				680.00			
077650 604900					OTHER PROFESSIONAL SERV.							
003185 INNOVATIVE SERVICE S 20220157					2300224	2023	1	INV	P	525.00	R103122	293736 SEMI-ANNUAL AED MAI
047194 TYCO INTEGRATED SECU 37978579					0	2023	1	INV	P	620.55	R103122	293855 RECURRING ALARM SER
					ACCOUNT TOTAL				1,145.55			
077650 630000					GAS							
004321 SPIRE 10.18.22					0	2023	1	INV	P	61.81	R103122	293844 SPIRE VARIOUS DEPT
					ACCOUNT TOTAL				61.81			
077650 630500					ELECTRICITY							
003700 MS POWER COMPANY E2022-21-OCT					0	2023	1	INV	P	3,890.41	R103122	293780 MISSISSIPPI POWER-V
					ACCOUNT TOTAL				3,890.41			
077650 635000					BUILDING R&M							
002176 B CLEAN LLC 76395					0	2023	1	INV	P	95.00	R103122	293663 INSPECT THE MOTION
					ACCOUNT TOTAL				95.00			
077650 639400					DISINFECT./EXTERMINATION							
003040 HAVARD PEST CONTROL 1995051					0	2023	1	INV	P	215.00	R103122	293725 HAVARD PEST CONTROL
003040 HAVARD PEST CONTROL 2015019					0	2023	1	INV	P	48.00	R103122	293726 HAVARD PEST CONTROL
003040 HAVARD PEST CONTROL 2015020					0	2023	1	INV	P	48.00	R103122	293725 HAVARD PEST CONTROL
003040 HAVARD PEST CONTROL 2015023					0	2023	1	INV	P	48.00	R103122	293725 HAVARD PEST CONTROL
003040 HAVARD PEST CONTROL 2015024					0	2023	1	INV	P	48.00	R103122	293725 HAVARD PEST CONTROL
									407.00			
					ACCOUNT TOTAL				407.00			
					ORG 077650 TOTAL				6,523.01			
FUND 077 COMMUNITY CENTERS' FUND					TOTAL:				6,523.01			

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 615000				ADVERTISING									
003141 HUB CITY SPOKES				INV100879	0	2023	1	INV P	249.60	R103122	293733	CITY WIDE ADS & NOT	
ACCOUNT TOTAL									249.60				
ORG 082285 TOTAL									249.60				
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT									TOTAL:		249.60		

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								
003380	LANCASTER'S MACHINE		25293	229597	2023	1	INV P	900.00	R103122	293748	EAST SIDE PARK BASK	
ACCOUNT TOTAL								900.00				
ORG 086300 TOTAL								900.00				
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV								TOTAL:		900.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
087601				INDUSTRIAL	PK-G.O.ACQUISITIONS						
087601				LEGAL							
004171	602500	SHEMPER, MICHAEL J P 108			0	2023	1	INV P	618.75	R103122	293826 PROJECT GENDREAU-LE
004677	WISE CARTER CHILD &	229481				0	2023	1	INV P	1,975.00	R103122 293871 LEGAL SERVICES THRO
004677	WISE CARTER CHILD &	230379				0	2023	1	INV P	975.57	R103122 293872 PROJECT GENDREAU-LE
									2,950.57		
047720 HOWDESHELL, PITTMAN 1069				0	2023	1	INV P	550.00	R103122	293730 PROJECT GENDREAU-LE	
047720 HOWDESHELL, PITTMAN 1087				0	2023	1	INV P	500.00	R103122	293731 PROJECT GENDREAU-LE	
									1,050.00		
ACCOUNT TOTAL									4,619.32		
ORG 087601 TOTAL									4,619.32		
FUND 087 INDUSTRIAL PARK DEVELOPMENT				TOTAL:				4,619.32			

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
004197	SHOWS DEARMAN & WAIT	22940		0		2023	1	INV P	17,342.50	R103122	293831 MB 2012-1/34 SITE P
004197	SHOWS DEARMAN & WAIT	23025		0		2023	1	INV P	2,060.00	R103122	293832 MB 2012-1/34 SITE P
									19,402.50		
047873	MAinspace OFFICE SOL	2364		228990		2023	1	INV P	2,252.50	R103122	293758 PUBLIC SAFETY COMPL
									ACCOUNT TOTAL	21,655.00	
088603	729501										HALL AVENUE OVERPASS
003764	NEEL-SCHAFFER INC	1081726		0		2023	1	INV P	32,930.52	R103122	293788 MB 2019-115 HALL AV
003764	NEEL-SCHAFFER INC	1081727		0		2023	1	INV P	99,699.61	R103122	293788 MB 2021-160 HALL AV
									132,630.13		
048667	R & J CONSTRUCTION	HALL AVE EAST #7		0		2023	1	INV P	166,008.73	R103122	293806 MB 2021-325 HALL AV
									ACCOUNT TOTAL	298,638.86	
						ORG 088603		TOTAL	320,293.86		
	FUND 088	PUBLIC SAFETY/REC CONSTRUCTION						TOTAL:	320,293.86		

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				
004197	SHOWS DEARMAN & WAIT	23020	0	2023	1	INV P	8,300.00	R103122	293831 MB 2021-267 N. 28TH
				ACCOUNT TOTAL			8,300.00		
097201	723099				OTHER STREET IMPR.				
004197	SHOWS DEARMAN & WAIT	22935	0	2023	1	INV P	2,890.00	R103122	293831 MB 2021-323 HIGHWAY
				ACCOUNT TOTAL			2,890.00		
				ORG 097201	TOTAL		11,190.00		
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:							11,190.00		

** END OF REPORT - Generated by Sherry Jackson **

10/28/2022 08:26
6050sjackson

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

P 40
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		681,549.50
002 PARKS & RECREATION FUND		43,611.66
005 HATT.MUNICIPAL FIRE PROTECTION		7,372.00
009 WATER & SEWER OPERATION/MAINT.		494,363.66
011 WATER & SEWER FUND		5,025.24
039 AIRPORT IMPROVEMENT FUND		15,364.61
072 MUNICIPAL ROAD & BRIDGE		414,182.67
073 MASS TRANSIT FUND		100,863.84
075 WATER&SEWER CONSTRUCTION FUND		273,176.78
077 COMMUNITY CENTERS' FUND		6,523.01
082 COMMUNITY DEVELOP. BLOCK GRANT		249.60
086 SPEC SALES TAX-P&R/UNIV IMPROV		900.00
087 INDUSTRIAL PARK DEVELOPMENT		4,619.32
088 PUBLIC SAFETY/REC CONSTRUCTION		320,293.86
097 INFRA IMPROVE-INTRNT SALES TAX		11,190.00
801 CLAIMS FUND		
	2,379,285.75	
TOTAL	2,379,285.75	2,379,285.75

** END OF REPORT - Generated by Sherry Jackson **