



**Tuesday, March 7, 2023
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments

- **Add Policy Item #11 at the request of the Administration.**

- 11. 2023-176** Adopt a Resolution authorizing the City of Hattiesburg to submit a grant for funding for the 2023 Recreation Trails Program (RTP) and authorize the Mayor to execute any and all documents related to the grant application.

POLICY AGENDA

- 1. 2023-172** Approve the minutes for the February 21, 2023 meeting of the City Council.
- 2. 2023-171** Approve or Deny the petition filed by filed by Cadence Bank, Owner, to appeal the Hattiesburg Historic Conservation Commission's TIE vote of the petition filed by Cadence Bank to demolish the structure at 124 Hardy Street. The HHCC produced a TIE vote on January 11, 2023.
- 3. 2023-166** Adopt a Resolution declaring surplus certain city-owned property located at 140 W. 5th Street, Parcel 2-029F-4-237.00 and Parcel 2-029F-04-236.00, and authorize sale and execution of Quitclaim Deed to Richard M. Russell in the amount of \$3,600.00 in accordance with 21-17-1; authorized the Mayor and City Clerk to execute any and all necessary documents for the same.
- 4. 2023-164** Adopt a Resolution requesting the Mississippi Department of Transportation to initiate the Gordon's Creek Pathway at the VFW Project and authorize the Mayor to sign the accompanying request letter.
- 5. 2023-168** Approve Lighting Agreement with Mississippi Power to provide additional lighting

for a monthly cost increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

6. **2023-156** Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period of March 1, 2023 through February 28, 2024. (Agreement number GM000673 Amendment No.19) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts and authorize the Mayor to execute the same.
7. **2023-152** 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.
8. **2023-146** Authorize the submission of a grant application to the Asbury Foundation for the Hattiesburg Police Department K-9 Program, for the purchase of one (1) dual-purpose K-9 at \$13,000 and authorize the Mayor to execute in duplicate.
9. **2023-157** Authorize the submission of a grant application to the Department of Public Safety's Project Safe Neighborhood for the Hattiesburg Police Department, for the purchase of equipment, with a total estimated cost of \$57,605.54 and authorize the Mayor to execute in duplicate.
10. **2023-173** Acknowledge bids received January 12, 2023 for the Arcadia-Sunset Water Improvements Phase II project and accept the bid from Jay Bearden Construction in the amount of \$647,826.50 and authorize the Mayor to execute contracts when prepared.

ROUTINE AGENDA

1. **2023-159** Acknowledge receipt of a request filed by John Eye, to appeal the Hattiesburg Planning Commission's action on the petition filed by John Scanlon, representative, and Safari Timberlands, LLC., to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace to B-2 Neighborhood Business District and to request a conditional use for "restaurant, without drive-through" in a B-2 Zone contingent upon approval of the request to establish the zoning. The Planning Commission Recommended to Approve on February 15th, 2023. Set a public hearing before City Council on Monday, April 3rd at 4:00 p.m. and authorize publication of Public Notice setting and Appeal Public Hearing.
2. **2023-169** Acknowledge receipt of proof of publications for the months of December 2022 and January 2023.

3. **2023-150** Acknowledge receipt of Declaration of Forfeiture and allocation to Hattiesburg Police Department.
4. **2023-151** Acknowledge receipt of the two quote docket.
5. **2023-158** Acknowledge bids received on January 19, 2023 for one (1) New 2022 or newer bucket truck/rear mounted aerial unit for the Urban Forestry Division, Parks & Recreation Department; reject all bids due to the delivery time exceeding the city's required time, authorize publication of re-advertisement.
6. **2023-162** Approve and authorize publication of Notice for Request for Proposals for Public WiFi Services in various locations in the City of Hattiesburg.
7. **2023-153** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
8. **2023-160** Approve specifications and authorize publication of one or more Small Tandem Dump Truck(s) for the Public Works Department.
9. **2023-167** Approve specifications and authorize publication of ditch and waterway herbicide spraying for the City of Hattiesburg.
10. **2023-161** Approve Plans and Specifications for the Kamper Park Tennis Court Overlay Project and authorize advertisement for bids.
11. **2023-155** Approve Plans and Specifications for the Tatum Park Fields 16 & 18 Lighting Improvements Project and authorize advertisement for bids.
12. **2023-163** Approve Plans and Specifications for the Tatum Park - Fields 16, 18 and Common Area Project and authorize advertisement for bids.
13. **2023-149** Approve the sale of grave spaces, per attached Memo, Receipts, and Deeds.
14. **2023-154** Approve claims docket for the period ending February 28, 2023.

In Memoriam:

- Ms. Ember Ahua
- Mr. Bill Allshouse
- Mr. Ivy S. "Pete" Malley
- Mr. Donnie Ray Fairley
- Mr. Marvin Easterling, Jr.
- Mr. Eddie Lewis Watson

- Ms. Sharron Davis
- Ms. Rosie Perry
- Mr. Akera A. Franklin

Meeting Adjourn

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi, recognizes that community development is a priority concern; and

WHEREAS, the City of Hattiesburg, Mississippi, desires to submit an application for Fiscal Year 2023 Recreation Trails Program (RTP); and

WHEREAS, the grant totals \$179,164 (RTP Funds of \$120,000 and Local Matching Funds \$30,000); and

NOW, THEREFORE, BE IT RESOLVED, that Mayor Toby Barker be authorized to apply for funding, and that he be authorized to act as a representative of the City of Hattiesburg in this matter and to execute all necessary forms and documents on behalf of the City.

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 7th day of March, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of March 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

2023 Recreational Trails Program (RTP) Application

Applicants should read Mississippi Recreational Trail Guidelines before completing this application

Part A: Applicant/Sponsor Information

Applicant/Sponsoring Entity Name: City of Hattiesburg- Parks and Recreation Department

Applicant's Federal Employer ID# (FEI): 64-6000432

Classification of Applicant: City/Town

Applicant Contact Info (Mayor, Director, etc....)

Name: Toby Barker Title: Mayor

Mailing Address: P.O. Box 1898

City and Zip Code: Hattiesburg, MS 39403-1898

Phone: 601.545.4501 Email address: Mayor@hattiesburgms.com

Application Contact Info: (if different from applicant)

Name: Emily Adcock Gallaspy Title: Division Manager

Organization: City of Hattiesburg-Parks and Recreation Division

Mailing Address: P.O. Box 1898

City and Zip Code: Hattiesburg, MS 39403-1898

Phone: 601.620.6422 Email address: egallaspy@hattiesburgms.com

Has Applicant Received Prior RTP Funding: ☒ **Yes** ☐ **No**

List all prior RTP project numbers and all park names associated with assisted site(s) and indicate condition of trail:

Project #: 19-RTD-322.1 Title: Duncan Lake Trail Extension

Has Applicant Received Prior Land & Water Conservation Funding (LWCF): ☒ **Yes** ☐ **No**

List all prior LWCF project numbers and all park names associated with assisted site(s) and indicate condition of park:

Project #: 28-00684 Title: Midtown Green Park Land Acquisition and Development

Part B - Project Information

Name of RTP Proposal: Midtown Green ParkTrail

Has this project been submitted for RTP funding before and not funded? No
If yes, when was it previously submitted? [Click here to enter text.](#)

Classification of Land (Select one): Public

(If trail project involves private land, easement(s) must be finalized within 30 days of awarded grant approval)

Location of Project (if located in more than 1 county, district, etc., please list all)

Name of Park or Recreation Area:	<u>Midtown Green</u>
Street Address /County Road:	<u>309 Crestmont Ave., Hattiesburg, MS 39401</u>
Town /City:	<u>Hattiesburg</u>
County:	<u>Forrest</u>
Nearest Major Interstate	<u>59</u>
Population of Applicant:	<u>46,010</u>
Latitude of Proposed Trail Site:	31.320496
Longitude of Proposed Trail Site:	-89.338262
State Senator and District:	<u>Chris Johnson- 45</u>
House of Representative and District:	<u>Missy McGee- 102</u>
Federal Congressman and District:	<u>Stephen Palazzo- 4</u>

:

Refer to Trail Categories and Trail Use in manual prior to selection of below items

Project Category (Select one): Non-Motorized Diverse Use

Select Trail Use: indicate trail priority of use by selecting priority number for applicable type of trail use (1 - primary, 2 – secondary, 3 - rarely, 0 – not used or not allowed)

Non-Motorized	Priority of Use
Walking / Jogging trail	1
Exercise (includes fitness stations along trail)	1
Day Hiking (hiking time of 2 hours or more, scenic, adventurous, etc.)	0
Backpacking (extended trail / overnight stay)	0
In-line skating	0
Skateboarding	0
Bicycling – Child (paved trail)	0
Bicycling – Adult (paved trail)	0
Mountain Biking (non-paved trail)	0
Equestrian	0
Interpretive / Environmental Education (explain in project narrative)	2
Other, please specify	Select #
Click here to enter text.	

Motorized	Priority of Use
4-Wheel (ATV) All terrain vehicle	0
Motorcycle (Dirt Bike)	0
Off Highway Vehicles (OHV)	0
Other, please specify	0
Click here to enter text.	

RTP Funds will be used for: [Click here to choose an item.](#)

Length of Trail: ¼ Mile

Width of Trail: 8 feet

Select the Type of Trail Surface (check all that apply):

- ☐ Asphalt ☒ Concrete ☐ Native Rock ☐ Native Soil
☐ Mulch ☐ Gravel ☐ Other [Click here to enter text.](#)

Is there an existing trail at this location? ☐ Yes ☒ No (if yes complete below)

Length of Existing Trail: [Click here to enter text.](#)

Width of Existing Trail: [Click here to enter text.](#)

Existing Trail Surface: [Click here to enter text.](#)

Condition of Existing Trail: [Click here to enter text.](#)

Is RTP funding proposed for use on existing trail? [Click here to enter text.](#)

Was Existing Trail Funded with RTP Funds: [Click here to enter text.](#)

Does proposed trail connect to or is an integral part of another trail?

Primary- Crestmont Avenue

Secondary- Arlington Loop

This trail will also link to South 34th Ave and The University of Southern Mississippi

Are any overhead utility lines present at proposed Site: ☐ Yes ☒ No

Indicate overhead utility lines on the site plan.

Proposed Trail Project Elements

List Elements to be constructed / purchased with RTP Funds to be used by the public.

Example: Asphalt trail 1 mile long x 10 feet wide, 6 benches, 1 shelter

1. Concrete trail ¼ mile long x 8 feet wide

2. [Click here to enter text.](#)

3. [Click here to enter text.](#)

4. [Click here to enter text.](#)

5. [Click here to enter text.](#)

6. [Click here to enter text.](#)

7. [Click here to enter text.](#)

8. [Click here to enter text.](#)

9. [Click here to enter text.](#)

10. [Click here to enter text.](#)

Provide any additional information regarding trail project:

[Click here to enter text.](#)

Part C – Project Narrative

Project Summary – Narrative concerning your proposed project and include a description of the nature of the organization requesting funds, the project and location, trail length and width (if less than recommended explain why), existing and proposed facilities, how the funds will be used, what is intended to be accomplished, history, planning, need for project, support, target audience, expected uses.

If trail use is interpretive or environmental education, explain how that use will be provided.

The Midtown District has no existing parks within its boundaries. Currently, if Midtown residents want to enjoy an outdoor recreational space, they must travel outside the boundaries of their neighborhood. At numerous neighborhood business meetings and town hall meetings, residents of the Midtown District expressed concerns over not having a neighborhood park or public space for children to play. Additionally, there is an urgent need for this park as identified in the Parks and Recreation section of the City's most recent Comprehensive Plan. The plan findings were that 35% of Hattiesburg citizens rated neighborhood parks as their most important priority, and 51% preferred to use public facilities rather than private facilities for their recreation activities. Midtown Green has been conceptualized to meet this demand. This need is also recognized by Forrest County, and a collaborative relationship between the City and County has resulted in the County proposing to help support the development of the park with a portion of outside funds. The purpose of this facility is to enhance the lives of the citizens of Hattiesburg by developing recreational facilities and programs that are easily accessible. Midtown Green will give residents a 4.21-acre public park with a ¼ mile, 8-foot-wide walking trail with plant identification markers for environmental education. In addition, LED trail lighting, exercise stations, picnic areas, multiple play areas for children, an inclusive/accessible playground, a pavilion, and a concession area will be included in the project. Not only will Midtown Green provide an outdoor space for residents to engage in physical activity this will also provide a beautiful outdoor gathering space to enjoy community events. Anticipated users primarily include people who reside within the Midtown District. The 2018 5-Year American Community Survey estimates a Midtown population of 4,762--with 58.3% of the population aged 18-64, 17.5% aged 65 and older, and 24.3% under the age of 18. Much of the population identifies as White (74.9%), while 21.4% identify as Black/African American. Other minorities include persons who report some other race (0.4%) and persons who report two or more races (3.3%). People who identify as Hispanic account for 3% of the population. Households reporting income below the poverty level represent 12.4% of the population. We also suspect the park will draw in people who work in Midtown, as well as people from other parts of Hattiesburg and the outlying communities, especially with the addition of the inclusive playground--as it will be the first of its kind in Hattiesburg. While Midtown residents are the primary target, the park will be inclusive of all--from children to seniors, disabled individuals, families, and local organizations in addition to being available to regional and out-of-state guests. The City of Hattiesburg prides itself on providing ample recreational opportunities for its residents, and it is our goal that no citizen will miss out on recreational activities based solely on physical limitations.

Part D – Project Cost Information / Project Timeline Schedule

RTP Funds Requested: \$120,000
Total Estimated Project Cost: \$179,164.00

Funding Sources

List funding sources for the proposed trail project. Do not include RTP funds. Show how project will be 100% funded prior to reimbursement of expenses by the Recreational Trails Program.

Example: City of Beautiful, Park and Rec, \$150,000, Budgeted, NA for Agency

Name	Type	Amount	Secured	Agency
<u>City of Hattiesburg</u>	<u>Parks and Rec</u>	\$179,164	<u>Budgeted</u>	<u>City of Hattiesburg</u>
enter	enter	\$	enter	enter
enter	enter	enter	enter	enter
enter	enter	enter	enter	enter

Project Cost Estimate

In the following Proposed Budget and Breakdown, list items separately and in order of priority. Enter an estimated cost of each item to be purchased or donated.

- Cost of design and engineering services performed by an outside consultant (design and engineering services cannot exceed 8% of total construction cost.)
- Cost for construction contracts (List each contract separately and include a description of work and items covered under each)
- Cost of special tradesmen secured under a service contract (Describe each required)
- Cost of materials purchased for this project (List items and quantity separately)
- Cost of rental equipment (Specify type of equipment/cost per day/# days)
- Direct labor cost (Grant funds may not be used to pay the salaries or wages of active employees.)

Professional Fee for Design or Engineering

Design or engineering fees for plans, specifications, construction administration and inspection are eligible for reimbursement. The amount of the fee eligible for reimbursement cannot exceed 8% of the RTP Total Agreement Cost or the associated RTP construction cost if it is less than the Total Agreement Cost. The eligible fee can be reimbursed 80% through the RTP program with 20% percent being matched by the applicant.

Although applicants may negotiate a higher professional fee than 8%, only 8% is eligible for reimbursement. In addition, design or engineering costs associated with portions of the project that are not completed or constructed are not eligible for reimbursement. Fees incurred prior to project award are not eligible for reimbursement.

Professional Fee Example:

Total RTP project estimated construction cost is 110,000

Eligible professional fee would be \$8,800

Applicants 20% share of professional fee is \$1,760

RTP 80% share of professional fee is \$7,040

Proposed Budget

Applicant:	City of Hattiesburg			
Name of Project:	Midtown Green Park Trail			
Person Who Prepared Budget:	Sid Gonsoulin			
Date Prepared:	3.1.2023			
	INCLUDE ONLY ELIGIBLE ITEMS IN BUDGET			
Item Description	RTP Project 100%	RTP Funds 80%	Sponsor Match 20%	Additional Sponsor Costs
A. Engineering Fee (Eligible amount limited to 8% of construction cost)	13,291.00	\$7,680.00	\$1,920.00	\$3,671.00
B. Construction Contract	\$165,893.00	\$112,320.00	\$28,080.00	\$25,493.00
C. Special Service Contract (tradesmen secured under a service contract)	0.00	0.00	\$ 0.00	\$ 0.00
D. Purchase of Materials	0.00	0.00	\$ 0.00	\$ 0.00
E. Cost of Rental Equipment	0.00	0.00	\$ 0.00	\$ 0.00
F. In-Kind Labor Cost		0.00	\$ 0.00	\$ 0.00
G. In-Kind Equipment Cost		0.00	\$ 0.00	\$ 0.00
H. Other (List Items)				
Click here to enter text.	0.00	0.00	\$ 0.00	\$ 0.00
Click here to enter text.	0.00	0.00	\$ 0.00	\$ 0.00
Click here to enter text.	0.00	0.00	\$ 0.00	\$ 0.00
TOTAL	\$179,164.00	\$120,000.00	\$30,000.00	\$29,164
To TOTAL place cursor on amount in each total cell RIGHT CLICK MOUSE and select Update Field in pop up window				

For project's that exceed the RTP project funding cap, also provide a separate cost estimate totaling all costs. The RTP Budget and Budget Breakdown are still required showing the 80/20 share.

**BREAKDOWN OF PROPOSED BUDGET ITEMS A-G
FROM PRIOR PAGE – DO NOT INCLUDE ADDITIONAL SPONSOR COSTS**

[illegible]

Project Timeline

Provide a detailed project schedule/plan of action with a corresponding timeline. Detail the complete sequence of the project include planning and list construction activities, indicate number of days, weeks, or months for beginning and complete for each stage of construction

<u>Activity</u>	<u>Amount of Time</u>
Grading	30 days
Concrete pour	7 days
Completion	30-40 days
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Total time required.	67-77 days

Part E – Project Selection Criteria

If a criterion does not apply, enter N/A (Not Applicable) and briefly indicate why it does not apply.

- 1. Planning/Budgeting/Design Process** - Describe the planning, budgeting, and design process for this project. Document the use of professionals such as landscape architects, engineers, and/or planners. Describe any assistance from public agencies, private industries, or special interests groups.

Experts and Practitioners in the professional fields of Park and Recreation Management, Park Maintenance, Therapeutic Recreation, Inclusive Playground Developers, Park and Recreation Consultants, Civil Engineering, Park Landscape Architects, Arts and Music Programmers have been intimately involved in the planning and design of the Master Plan. Review of the Master plan by Experts and Practitioners have occurred in person and through virtual dialogue with City professionals. Landarc Consulting Group, Inc. provided the design for the Master Plan, Colony Construction provided parking and grading expertise, and the City of Hattiesburg's Parks and Recreation Department provided all relevant information for ground maintenance and management. Additionally, members of the public were able to provide input through virtual surveys and a Zoom meeting of citizens residing within Midtown neighborhoods.

The park proposal and Mater Plan image with accompanying elements and amenities were presented virtually to citizens residing both within and outside the immediately affected area through a survey conducted by the Mayor of Hattiesburg. Additionally, a town hall Zoom meeting hosted by a local citizens group was held for those residing within the affected area. Local newspapers and TV stations promoted the concept to citizens, also inviting input into Midtown Green. One hundred percent (100%) who responded through the various opportunities indicated their support for the Midtown Green concept.

2. Environmental Mitigation - Describe how the project will mitigate and minimize impact to the natural environment. Degree to which project aids in the restoration, enhancement, and conservation of natural resource in the area in which the project is located.

According to an environmental assessment conducted by Allen Engineering and Science, "resources will not be significantly affected by implementing the Proposed Action. The environmental analysis is based upon the short-term impacts of construction activities as well as consideration of long-term impacts from the changes in land use. The environmental analysis has taken direct, indirect, and cumulative impacts through all phases of the Proposed Action into consideration. With the Proposed Action, construction activities will make up most of the environmental impacts and are expected to be minimal and temporary. The environmental resource that will be most impacted will be noise. However, any increase in noise associated with the Community Park is anticipated to be relatively minor compared to existing external sources such as that from Hardy Street. The proposed action also has the potential to adversely impact local surface water resources with cumulative impacts to fauna and flora. However, by implementing best management practices throughout all stages of development, the proposed project likely poses no threat to surface water resources or species of concern. Mitigation measures for any potential adverse impacts are provided where applicable. The Proposed Action is anticipated to have a diverse range of socio-economic benefits, which is outlined in this analysis. All infrastructure and community resource needs are anticipated to be available and of adequate capacity to support the Proposed Action. No significant adverse cumulative impacts are anticipated from the Proposed Action."

- 3. Connections/Linkages** - Describe how the proposed project provides viable connections or linkages to other trails, greenways, scenic corridors, natural, cultural and recreational resources, or community activities. If the project is connected to a larger trail system, describe the size, extent, and predominant uses of that system.

According to the City of Hattiesburg's 2008-2028 Comprehensive Plan, one goal of the city is to ensure opportunities for local cultural interaction by addressing a variety of planning elements that bring people together in public spaces and venues. This can be accomplished by addressing walkability as a major aspect of the renewal plan. Connections, both within the district and between the district and other parts of town, should be clarified and enhanced for ease and affordable mobility. The Midtown Green Park Trail will link to Crestmont Avenue, Arlington Loop, and South 34th Avenue, all major connections to Midtown and the University of Southern Mississippi.

4. **Trail Corridor Sharing** - Describe how the trail project can accommodate a variety of motorized and/or non-motorized trail activities (equestrian, hiking, mountain biking, ATV, motorcycle, etc.)

Due to the location of the park, size of the trail, and acreage, the area will be too small to accommodate any motorized or non-motorized trail activities.

5. Trail Commitment – Describe the long-term commitment (ex. 20, 30, 50 year recreational easement or limitation of use) that the trail sponsor **will** implement / use, if selected for funding. Degree of commitment for continued project maintenance and operation to insure that the trail will remain open and operable for the intent for which funds are being asked.

The City of Hattiesburg's Parks and Recreation Department will be responsible for the care and upkeep of the park. A crew of 5 will be responsible for maintenance. The park will be mowed on a weekly basis, and litter will be collected daily. The City Arborist will be responsible for the health and management of trees and vegetation. City staff will be responsible for programming on a per-event basis, and the number of staff involved for each event will vary based on the needs of each individual event.

Bonus Points - Will trail project be of national, statewide or regional significance or unique? Explain.

Some exceptional features of Midtown Green will be an inclusive playground, a fitness pod, and an acoustically efficient band shell—all the first of their kind in Hattiesburg. An inclusive playground will allow children of all abilities to engage in outdoor recreation, along with the adults accompanying them. The playground will be designed to allow children with disabilities to engage in play activities to build upon their physical, cognitive, sensory, and social skills.

Part F – Environmental Survey

This survey is a requirement for federally funded programs. For those projects selected for funding and submitted to FHWA, MDWFP may verify compliance with these items.

Note: Other documentation may be requested and required during the evaluation process and of finalists who enter the Environmental Assessment and Intergovernmental Review Process.

1. Project Name: Midtown Green Park Trail

2. Land Use

a. Briefly describe the current land use of the project area and the surrounding land use. Note any changes in recent years or planned land use changes. Attach additional pages and a land use map, if needed.

A single-family home with 3,267 square feet of living area is situated on the property, and will be demolished. The property is 4.21 acres and a combination of wooded area and open lawn.

b. Is the project consistent with comprehensive land use or development plans for the area?

☒ **Yes** ☐ **No**

Name of Plan: 2008-2026 City of Hattiesburg Comprehensive Plan

Date Plan Prepared: 2008

3. Natural Resources

Will the proposed project negatively impact any of the following?

Soil Erosion or Sedimentation	☐ Yes ☒ No
Vegetation	☐ Yes ☒ No
Streams, Rivers, or Lakes	☐ Yes ☒ No
Wetlands	☐ Yes ☒ No
Floodplains	☐ Yes ☒ No
Coastal Zones	☐ Yes ☒ No
Wild and Scenic Rivers	☐ Yes ☒ No
Wildlife and Wildlife Habitat	☐ Yes ☒ No
Farmlands	☐ Yes ☒ No
National Natural Landmarks	☐ Yes ☒ No
Endangered Plants and Animals	☐ Yes ☒ No

4. Historic and Archaeological Resources - Will the project have an effect on historic or archaeological resources? ☐ Yes ☒ No

5. Hazardous Wastes - Is there any potential for involvement with hazardous wastes or underground storage tanks? ☐ Yes ☒ No

6. Noise - Is there potential for the project to have a noise impact on the surrounding land uses? ☐ Yes ☒ No

7. Air Quality - Will the project have an adverse impact on air quality? ☐ Yes ☒ No

8. Section 4(f) - Is the project located on a publicly owned park, recreation area, historic site or wildlife management area? ☒ Yes ☐ No

If yes, please mark the appropriate box and name the facility.

- | | |
|---|---|
| ☒ Recreation Area | Click here to enter text. |
| ☐ Historic Area | Click here to enter text. |
| ☐ Wildlife Management Area | Click here to enter text. |
| ☐ Other | Click here to enter text. |

Part G – Certification Signature

Certification:

I hereby certify the information contained in this application and supporting documentation are true and correct to the best of my knowledge. I understand this application will be rated on the basis of the information provided and that incomplete or incorrect documentation will result in withdrawal of the application. I further certify that all required documentation is included herein and that funds are available to complete this project, including funds for long-term management and maintenance. The Recreational Trails Program administrator will be notified immediately of any changes in signature authority.

Mayor Toby Barker

Type Name and Title of Authorized Official

Signature _____

3/7/2023
Date

Additional Information

Provide legible driving directions to the location of site using 1505 Eastover Drive, Jackson, MS 39211-6374 as the starting point. (Minimum font size of 12)

1. Head west on Eastover Dr. toward Northeast Dr. (0.6 mi)
2. Use any lane to turn left onto Interstate 55 North Frontage Rd. (0.8 mi)
3. Use the 2nd from the left lane to turn left onto Lakeland Dr. (299 ft)
4. Turn right to merge onto I-55 S. (3.7 mi)
5. Use the right 2 lanes to take exit 94 to merge onto US 49 S toward Hattiesburg. (3.1 mi)
6. Slight right toward U.S. 49 Frontage Rd. (315 ft)
7. Slight left onto U.S. 49 Frontage Rd. (0.3 mi)
8. Slight left toward US 49 S (253 ft)
9. Continue straight onto US 49 S (83 mi)
10. Turn right onto Hardy St. (0.2 mi)
11. Turn left onto S 29th Ave. (0.3 mi)
12. Turn right onto W Arlington Loop. (0.3 mi)
13. Turn left onto Crestmont Ave. Destination will be on the right. (344 ft)

Part H – Application Checklist

This PAGE IS THE COVER SHEET for APPLICATION BEING SUBMITTED FOR RTP FUNDING. Please review the checklist below and initial each item to ensure that all the required information is provided. See Section II (B) of the application manual for a detailed description of the required support documentation. Attach Items in Order Listed Below.

- ☐ This page Part H – Application Checklist
- ☐ Recap of Elements to be Constructed
- ☐ Transmittal Letter
- ☐ Resolution Letter

- ☐ Location Maps: Regional/County and Street Level Map (11"x17" or 8.5"x11")
- ☐ With Written Directions from 1505 Eastover Drive – Jackson, MS

- ☐ Site Plan (11"x17" or 8.5"x11") Must be legible and indicate all facilities, utilities, easements
- ☐ Proposed Trail Route Delineated on Plan
- ☐ Proposed Facilities and Utilities Identified on Plan
- ☐ Existing Facilities and Utilities Identified on Plan
- ☐ Street or Road Right of Way Delineated on Plan
- ☐ Name and Date Prepared

- ☐ Pictures of proposed trail route and location reference map
- ☐ Property Deed

Project Application

- ☐ Part A – Applicant / Sponsor Information
- ☐ Part B – Project Information
- ☐ Part C – Project Narrative
- ☐ Part D – Project Timeline Schedule / Cost Estimate Information
- ☐ Part E – Project Selection Criteria
- ☐ Part F – Environmental Survey
- ☐ Part G – Certification Signature
- ☐ Part H – Application Checklist

- ☐ **3 UNBOUND** (1 original/ 2 copies) of the application and required documentation.

Project Category (Check one):

- ☐ Non-Motorized, single use ☐ Motorized, single use
- ☒ Non-Motorized, diversified use ☐ Motorized, diversified use
- ☐ Diversified Motorized and Non-Motorized Use

Amount of RTP Funds Requested: [Click here to enter text.](#)

Name of Applicant: [Click here to enter text.](#)

FY2023 Recreational Trails Program

RECAP OF ALL ELEMENTS that will actually be on site – that will be purchased or constructed with RTP Funds. (example 5,280 ft asphalt trail – 12 feet wide or 5 lights or 2 trash cans or 1 Required RTP Signage – elements do not include site prep / engineering / just the Elements that the public will use at the site that are funded by RTP Funds.
DETAIL -----

1.	Concrete trail ¼ mile long x 8 feet wide
2.	Click here to enter text.
3.	Click here to enter text.
4.	Click here to enter text.
5.	Click here to enter text.
6.	Click here to enter text.
7.	Click here to enter text.
8.	Click here to enter text.
9.	Click here to enter text.
10.	Click here to enter text.

Amount of RTP Funds Requested: \$120,000.00

Name of Applicant: City of Hattiesburg- Parks and Recreation Department

**Application must be
received before
4:00 pm (CST) on
Thursday, March 9, 2023**

**MDWFP- 1505 Eastover Drive
Jackson, MS
(*No Exceptions*)**

**MDWFP - RTP Application
Terry McDill, Administrator
Outdoor Recreation Grants
1505 Eastover Drive
Jackson, MS 39211-6374**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Kennedy, Clerk of Council
cc:
Date: Tuesday, March 7, 2023
Re: Approve the minutes for the February 21, 2023 meeting of the City Council.
File Number: 2023-172
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 March 7, 2023 City Council meeting for consideration.

Published Agenda



**Tuesday, February 21, 2023
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order
Call to Prayer and Pledge of Allegiance
Presentation Agenda
Citizens Forum

POLICY AGENDA

- | | | |
|-----|-----------------|---|
| 1. | 2023-142 | Approve the minutes for the February 6 & 7, 2023 meetings of the City Council. |
| 2. | 2023-123 | Approve or Deny a petition filed by Jorge Figueroa, owner,, to request a variance from section 6, Table 6.1 “Minimum Front Setback” for B-3, “30 feet”, and instead allow a setback of twenty (20) feet for the property located at 104 Lurty Ave (Ward 4). The Board of Adjustment Recommended to Approve on February 1, 2023. |
| 3. | 2023-91 | Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties. |
| 4. | 2023-139 | Adopt a Resolution accepting and authorizing participation in the Mississippi Law Enforcement and Firefighters Premium Pay Program. |
| 5. | 2023-133 | Adopt the February 21, 2023 budget amendments for fiscal year ending September 30, 2023 and resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance |
| 6. | 2023-132 | Approve Supplemental Agreement No. 1 with Holliday Construction, LLC for the North 28th Avenue Bridge Replacement project to increase the contract time by an additional 44 days and authorize the Mayor to execute in duplicate. |
| 7. | 2023-134 | Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same. |
| 8. | 2023-136 | Approve Contract Change Order #3 with J. W. Chain Contractors, LLC for the Jaycee Park Field Improvements project to increase the contract amount by \$7,158.82 and increase the contract time by 5 days and authorize the Mayor to execute in duplicate. |
| 9. | 2023-138 | Approve an ATM Placement Agreement between the City of Hattiesburg and The First Bank for placement of an automated teller machine in City Hall at no cost to the city and authorize the Mayor to execute the same. |
| 10. | 2023-109 | Approve and authorize issuance of manual check for consultant services provided by Local Impact Analytics for the creation of the Needs Assessment/Gap Analysis for HOME-ARP per attached Memorandum. {HOME-ARP} |
| 11. | 2023-104 | Authorize submission of an application to the Mississippi Outdoor Stewardship Grant Program for funding to make improvements to outdoor recreation and access to public waters and authorize the Mayor to execute the same. |
| 12. | 2023-125 | Ratify the City Attorney's execution of five Subdivision Settlement Participation Forms with Teva, Allergan, CVS, Walgreens, and Walmart in connection with Opioid litigation. |
| 13. | 2023-145 | Ratify and confirm the Mayor's re-appointment of Yolanda Morris to the Hattiesburg School Board for a five (5) year term beginning March 1, 2023 and ending February 28, 2028. |

ROUTINE AGENDA

- | | | |
|----|-----------------|---|
| 1. | 2023-124 | Acknowledge receipt of a request filed by Bill Wikstrom, to appeal the Hattiesburg Planning Commission's action on the petition filed by Bill Wikstrom, owner, to request a conditional use for “Product wholesale” in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1st, 2023. Set a public hearing before City Council on Monday, March 20th, 2023 at 4:00 p.m. and authorize publication of Public Notice setting and Appeal Public Hearing. |
| 2. | 2023-103 | Acknowledge receipt of the monthly budget report for the month ending January 31, 2023. |
| 3. | 2023-141 | Acknowledge receipt of the Privilege Tax License Report for the month of January, 2023. |
| 4. | 2023-135 | Acknowledge draft HOME-ARP (American Rescue Plan) Allocation Plan. |

- | | | |
|-----|-----------------|--|
| 5. | 2023-106 | Authorize publication of Notice of Availability of CDBG Information in relation to the 2023-2027 Consolidated Plan and 2023 Annual Action Plan. |
| 6. | 2023-107 | Authorize publication of Notice of Public Hearing in relation to the 2023-2027 Consolidated Plan and 2023 Annual Action Plan. |
| 7. | 2023-83 | Approve Plans and Specifications for the Gordon Creek Commons Federal Aid Project (No. STP-0210-00(040)LPA/108833-701000) and Authorize advertisement for bids for same. |
| 8. | 2023-110 | Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}. |
| 9. | 2023-108 | Approve the City's purchase of (2) two grave spaces, located in the Southwest Quarter (SW 1/4), Section 25, Lot 87, at Highland Cemetery, Minute Book# 1998-4/43, for the amount of \$350.00, from Rebecca B. Pierce, Authorize manual check for the same. |
| 10. | 2023-105 | Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds. |
| 11. | 2023-137 | Approve claims docket for the period ending February 17, 2023. |

In Memoriam:

- **Mr. Joe Willie Fairley**
- **Mr. Robert Earl Nixon**
- **Mrs. Marvel Lewis Allen**
- **Mr. Charles Cooper**
- **Mr. Chris Boyce**
- **Mr. John Rorie**
- **Mr. Charles Manuel**
- **Mr. George McCain**
- **Ms. Lynda McCain**
- **Ms. Debra Crum**

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, February 21, 2023**, in Council Chambers at City Hall; same being from an adjourned meeting held on February 7, 2023.

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 Wiley Quinn, Director of Urban Development.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Citizen's Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Gloria Tatum

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

Council Vice President Ware closed the Citizen Forum.

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2023-142** Approve the minutes for the February 6 & 7, 2023 meetings of the City Council.

Attachments: 2-6-2023 PH, AR, XS Mins.
 2-7-2023 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve the minutes for the February 6 & 7, 2023 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. **2023-123** Approve or Deny a petition filed by Jorge Figueroa, owner,, to request a variance from section 6, Table 6.1 “Minimum Front Setback” for B-3, “30 feet”, and instead allow a setback of twenty (20) feet for the property located at 104 Lurty Ave (Ward 4). The Board of Adjustment Recommended to Approve on February 1, 2023.

Attachments: 104 Lurty Lane - summary and application
 MINUTES BOA February 2023

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve a variance from section 6, Table 6.1 “Minimum Front Setback” for B-3, “30 feet”, and instead allow a setback of twenty (20) feet for the property located at 104 Lurty Ave.

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. **2023-91** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

Attachments: Adjudication Resolution 02 21 2023
 1. 307 4th Avenue Adjudication Resolution
 2. 807 Railroad Street Adjudication Resolution
 3. 535 W 4th Street Adjudication Resolution
 4. 200 St Paul Street Adjudication Resolution
 5. 313 J.C. Killingsworth Drive Adjudication Resolution
 6. 313 J.C. Killingsworth Drive Adjudication Resolution
 7. 313 J.C. Killingsworth Drive Adjudication Resolution
 8. 68 Central School Road Adjudication Resolution

- [9. 702 South 22nd Avenue Adjudication Resolution](#)
- [10. 906 South Columbia Street Adjudication Resolution](#)
- [11. 101 North 11th Avenue Adjudication Resolution](#)
- [12. 1101 A Scott Street Adjudication Resolution](#)
- [13. 434 Mable Street Adjudication Resolution](#)

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Remove adjudicating properties 807 Railroad St. (Case #2) and 101 North 11th Ave. (Case #11) and Adopt Resolutions (#2023-36-46) adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

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. **2023-139** Adopt a Resolution accepting and authorizing participation in the Mississippi Law Enforcement and Firefighters Premium Pay Program.

Attachments: [Resol. Premium Pay](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2023-47) accepting and authorizing participation in the Mississippi Law Enforcement and Firefighters Premium Pay Program.

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. **2023-133** Adopt the February 21, 2023 budget amendments for fiscal year ending September 30, 2023 and resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Attachments: [20230216132126740](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt the February 21, 2023 budget amendments for fiscal year ending September 30, 2023 and resolution (#2023-48) 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. **2023-132** Approve Supplemental Agreement No. 1 with Holliday Construction, LLC for the North 28th Avenue Bridge Replacement project to increase the contract time by an additional 44 days and authorize the Mayor to execute in duplicate.

Attachments: [12228_Supplemental Agreement Transmittal w/ Attachment](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Supplemental Agreement No. 1 with Holliday Construction, LLC for the North 28th Avenue Bridge Replacement project to increase the contract time by an additional 44 days and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

7. **2023-134** Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

Attachments: MS Power Lighting Request Authorization

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

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

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

Nays: 0

8. **2023-136** Approve Contract Change Order #3 with J. W. Chain Contractors, LLC for the Jaycee Park Field Improvements project to increase the contract amount by \$7,158.82 and increase the contract time by 5 days and authorize the Mayor to execute in duplicate.

Attachments: Jaycee Park Ball Field Improvements CO #3

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Contract Change Order #3 with J. W. Chain Contractors, LLC for the Jaycee Park Field Improvements project to increase the contract amount by \$7,158.82 and increase the contract time by 5 days and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

9. **2023-138** Approve an ATM Placement Agreement between the City of Hattiesburg and The First Bank for placement of an automated teller machine in City Hall at no cost to the city and authorize the Mayor to execute the same.

Attachments: ATM Placement Agreement - City of Hattiesburg

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve an ATM Placement Agreement between the City of Hattiesburg and The First Bank for placement of an automated teller machine in City Hall at no cost to the city and authorize the Mayor to execute the same.

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

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

Nays: 0

10. **2023-109** Approve and authorize issuance of manual check for consultant services provided by Local Impact Analytics for the creation of the Needs Assessment/Gap Analysis for HOME-ARP per attached Memorandum. {HOME-ARP}

Attachments: LIA Invoice_02082023

A MOTION was made by Council Member Nicholas Brown and seconded by Council Member Delgado to Approve and authorize issuance of manual check for consultant services provided by Local Impact Analytics for the creation of the Needs Assessment/Gap Analysis for HOME-ARP per attached Memorandum. {HOME-ARP}.

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

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

Nays: 0

- 11. 2023-104** Authorize submission of an application to the Mississippi Outdoor Stewardship Grant Program for funding to make improvements to outdoor recreation and access to public waters and authorize the Mayor to execute the same.

Attachments: Fillable PDF MS Outdoor Steward Grant Application v2 LAST
Fillable PDF MS Outdoor Steward Grant Application v2 DRAFT

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize submission of an application to the Mississippi Outdoor Stewardship Grant Program for funding to make improvements to outdoor recreation and access to public waters and authorize the Mayor to execute the same.

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

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

Nays: 0

- 12. 2023-125** Ratify the City Attorney's execution of five Subdivision Settlement Participation Forms with Teva, Allergan, CVS, Walgreens, and Walmart in connection with Opioid litigation.

Attachments: Action Required Teva Allergan CVS Walgree

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Ratify the City Attorney's execution of five Subdivision Settlement Participation Forms with Teva, Allergan, CVS, Walgreens, and Walmart in connection with Opioid litigation.

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

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

Nays: 0

- 13. 2023-145** Ratify and confirm the Mayor's re-appointment of Yolanda Morris to the Hattiesburg School Board for a five (5) year term beginning March 1, 2023 and ending February 28, 2028.

Attachments: BOARD APPOINTMENT DATA SHEET-Y Morris

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Ratify and confirm the Mayor's re-appointment of Yolanda Morris to the Hattiesburg School Board for a five (5) year term beginning March 1, 2023 and ending February 28, 2028.

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 Vice President Ware 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. 2023-124** Acknowledge receipt of a request filed by Bill Wikstrom, to appeal the Hattiesburg Planning Commission's action on the petition filed by Bill Wikstrom, owner, to request a conditional use for “Product wholesale” in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1st, 2023. Set a public hearing before City Council on Monday, March 20th, 2023 at 4:00 p.m. and authorize publication of Public Notice setting and Appeal Public Hearing.

Attachments: APPEAL
- 2. 2023-103** Acknowledge receipt of the monthly budget report for the month ending January 31, 2023.

Attachments: EXP REPORT 0123
 REV REPORT 0123
- 3. 2023-141** Acknowledge receipt of the Privilege Tax License Report for the month of January, 2023.

Attachments: Jan 2023 PL Report
- 4. 2023-135** Acknowledge draft HOME-ARP (American Rescue Plan) Allocation Plan.

Attachments: HOME-ARP_Allocation_Plan_DRAFT
- 5. 2023-106** Authorize publication of Notice of Availability of CDBG Information in relation to the 2023-2027 Consolidated Plan and 2023 Annual Action Plan.

Attachments: 2023 Available CDBG Info
- 6. 2023-107** Authorize publication of Notice of Public Hearing in relation to the 2023-2027 Consolidated Plan and 2023 Annual Action Plan.

Attachments: NOTICE OF SCHEDULED CON PH 1_2023
- 7. 2023-83** Approve Plans and Specifications for the Gordon Creek Commons Federal Aid Project (No. STP-0210-00(040)LPA/108833-701000) and Authorize advertisement for bids for same.

Attachments: Gordon's Creek Commons Final Plans
 Gordon's Creek Commons Final Specs
 Adv. for Bids
- 8. 2023-110** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}.

Attachments: QEC Notice 02_2023
- 9. 2023-108** Approve the City's purchase of (2) two grave spaces, located in the Southwest Quarter (SW 1/4), Section 25, Lot 87, at Highland Cemetery, Minute Book# 1998-4/43, for the amount of \$350.00, from Rebecca B. Pierce, Authorize manual check for the same.

Attachments: Buy Back (Rebecca B Pierce) 02-21-2023)
- 10. 2023-105** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (02-21-2023)
 Receipts (02-21-2023)
 Deeds (02-21-2023)
- 11. 2023-137** Approve claims docket for the period ending February 17, 2023.

Attachments: DOCKET 02.17.23
 DT 2.17.23

In Memoriam:

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

- Mr. Joe Willie Fairley
- Mr. Robert Earl Nixon
- Mrs. Marvel Lewis Allen
- Mr. Charles Cooper
- Mr. Chris Boyce
- Mr. John Rorie
- Mr. Charles Manuel
- Mr. George McCain
- Ms. Lynda McCain
- Ms. Debra Crum

Meeting Adjourn

Council President George declared the **meeting adjourned at 4:18 p.m., this 21st day of February, 2023,**
by unanimous consent, until the 6th day of March, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Russell Archer

cc: Wiley Quinn, Urban Development Director, Cory Long, Planning Administrator, Ann Jones

Date: Tuesday, March 7, 2023

Re: Approve or Deny the petition filed by filed by Cadence Bank, Owner, to appeal the Hattiesburg Historic Conservation Commission's TIE vote of the petition filed by Cadence Bank to demolish the structure at 124 Hardy Street. The HHCC produced a TIE vote on January 11, 2023.
File Number: 2023-171
Minute Book #

Summary

Hattiesburg Historic Conservation Commission (HHCC) – 124 Hardy Street demolish structure, Ward 4

Recommendation Statement

Please place this on the March 7, 2023 City Council meeting for consideration.

Hattiesburg Historic Conservation Commission

Application Data Sheet—Item 1

Historic District: HUB CITY DOWNTOWN

Address: 124 Hardy St.

Significance: Non-Contributing

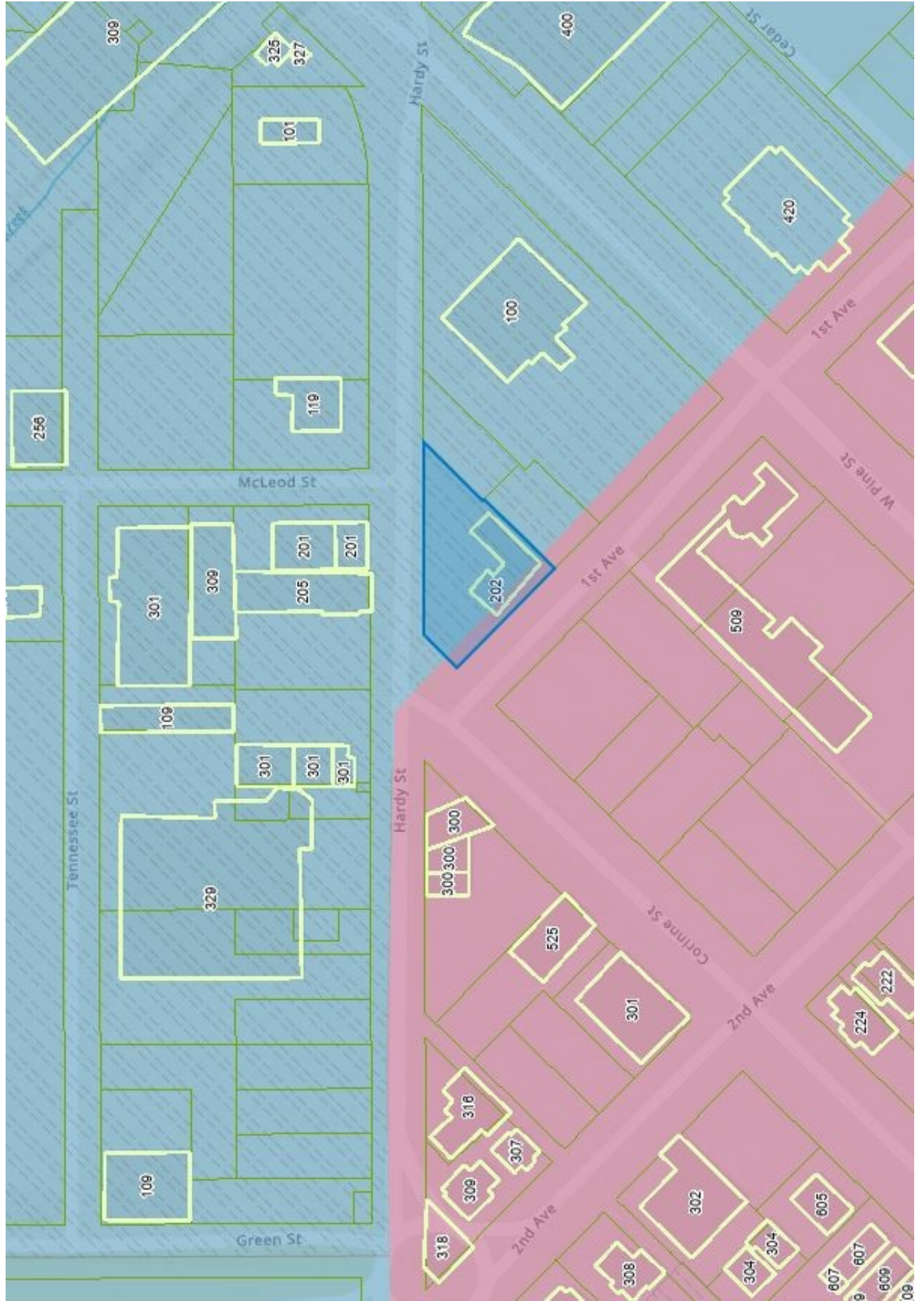
Construction Date: c1950s/c1970s

BRIEF SCOPE OF WORK:

- Demolish building



124 Hardy St.



Adjacent Properties





State of Mississippi
Department of Archives and History
P.O. Box 571
Jackson, MS 39205

HISTORIC RESOURCES INVENTORY

1. a. Property name, historic		10. County Forrest	
b. Property name, other Bancorp South - Office Building		11. City or Town Hattiesburg ☐ vicinity of	
2. Property address/descriptive location 124 Hardy Street		12. Owner's name and address Bancorp South	
3. Legal description (and acreage, if required—see instructions) TBD		13. Was interior surveyed? No	14. Survey seq. no. 55
4. Former/historic use		15. USGS quadrangle map	
5. Present use Banking/Office		16. UTM reference (if required—see instructions)	
6. Architect ☐ documented ☐ attributed		17. Date of construction c.1980 ☒ estimated ☐ documented	
7. Builder/contractor ☐ documented ☐ attributed		18. Integrity ☐ very intact ☐ deteriorated ☐ some changes ☐ ruins ☐ extensive changes ☐ no visible remains	
8. Brief description One-story modern stuccoed office building with flat roof and flat parapet. L-plan with primary facade facing northeast and containing three bays (D, W, W). Offset entrance contains paired aluminum plate-glass doors; windows are tall narrow single-light plate glass. Series of tall narrow plate glass windows continuing around ell.		19. Dates of changes, if any ☐ moved _____ ☐ enlarged/alterd _____ ☐ artificial siding _____ ☐ replaced windows/doors _____ ☐ enclosed/alterd porch _____ ☐ storefront alterations _____	
9. Outbuildings or secondary elements (if significant, use separate form)		20. Architectural character or style	

THIS SECTION FOR MDAH USE ONLY

21. Registration status
- ☐ NHL
 - ☐ listed NR
 - ☐ in NR district
 - ☐ Mississippi landmark
 - ☐ local landmark/local district

22. If located in historic district
- a. Name of district _____

- b. Rating
- ☐ contributing
 - ☐ previously listed
 - ☐ noncontributing

c. District element number _____

MDAH Inventory Code _____



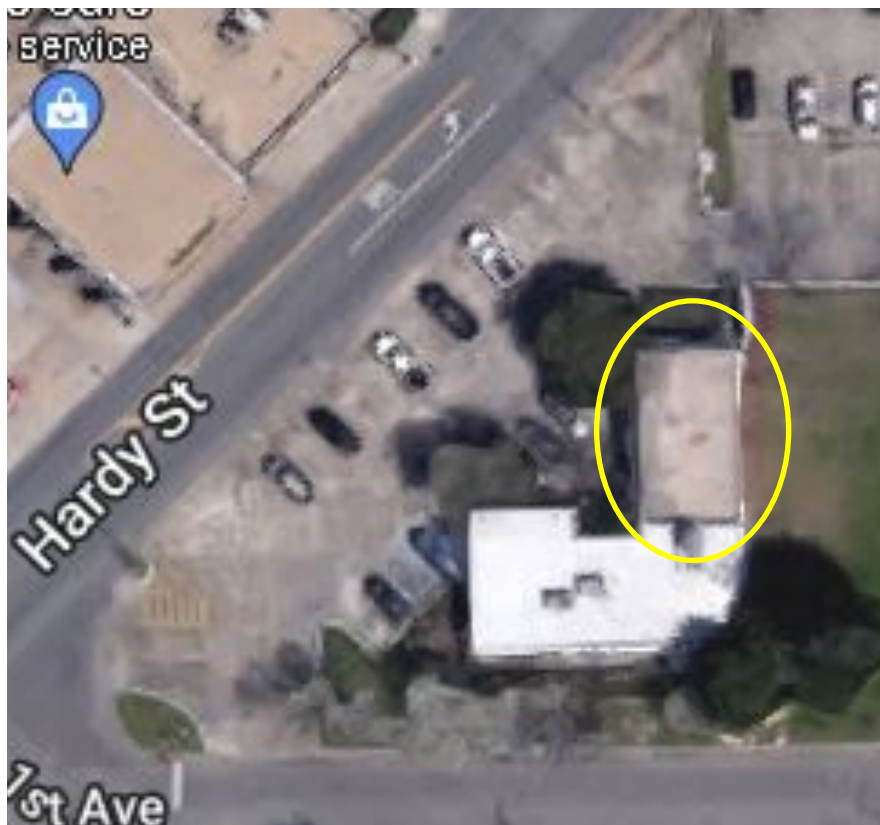
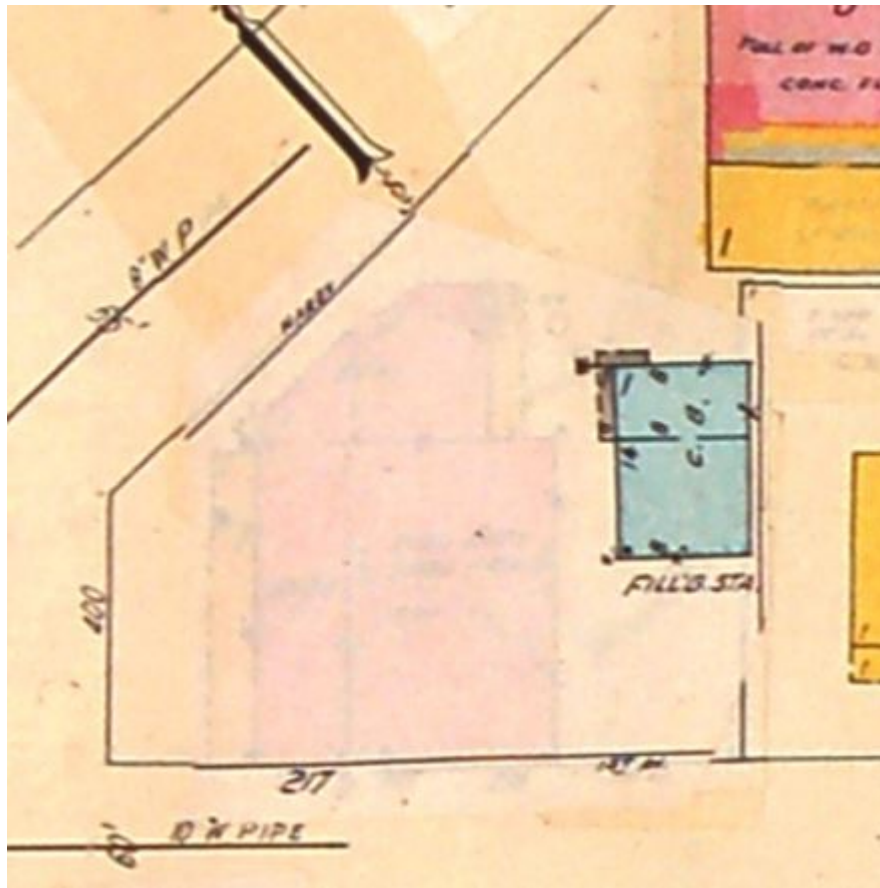
MISSISSIPPI HISTORIC RESOURCES INVENTORY
Page 2

23. Historical information	27. Photographer or photo source Russell Archer
	28. Photo roll and frame number(s) 5310-24
	29. Photo date October 3, 2011
	30. Inventory form completed by (name and organization) Russell Archer Archer Preservation Consulting, LLC
24. Additional remarks or continuation of other sections	31. Survey project name Hub City Historic District
	32. Date form completed October 10, 2011
	25. Sources of information
THIS SECTION FOR MDAH USE ONLY	
33. Evaluation of National Register eligibility	
a. ☐ already listed (see front of form)	
☐ appears individually eligible	
☐ potentially eligible if restored	
☐ would contribute to district	
☐ does not appear eligible	
☐ insufficient information	
b. Evaluated by/date	

26. Sketch of building plan or site plan. (Show outline of building)



Sanborn map 1961 (top) vs. satellite view of site (c2012)



RECEIVED
NOV 14 2022

BY:

Application for a Certificate of Appropriateness

to Hattiesburg Historic Conservation Commission

for a proposed exterior change to a property within designated historic districts

Historic District Downtown Historic District

Property address: 124 Hardy Street

Present zoning: B-3

Office Use Only

Received _____

Complete _____

HHCC review _____

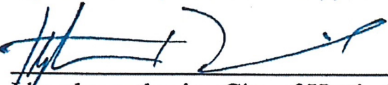
Action _____

Applicant: Stephens Daniel

Address: 398 E. Main St., Suite 209

Tupelo, MS 38804

Phone: 662-260-4543

Signature and permission of Applicant / date:
 , 11/14/22

Owner: Cadence Bank (Carol Drake)

Address: 201 South Spring St.

Tupelo, MS 38804

Phone: 662-680-2331

*If the applicant is not the owner, include a letter
from the owner authorizing the change.*

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Proposed starting date: January 2023

Briefly describe the proposed project / Proposed Alterations
(attach additional sheets as needed):

Demolition of the existing building. The existing building

continues to have water infiltration causing mold issues.

**NOTE: Appropriate support materials for each
proposed change as required must be submitted
to complete this application.**

**Incomplete applications will not be
reviewed by the commission.**

**DEADLINE: Applications and support materials
must be submitted by 5 p.m. Wednesday,
14 days prior to the regular HHCC meeting,
normally the second Wednesday of each month.**

- ☐ New Buildings and New Additions
- ☐ Major Restoration, Rehabilitation or Remodeling
- ☐ Site Changes – tree removal, fences, walks, driveways,
parking and signs

☒ Demolition and Relocation

Required support materials must be attached. Please see *Checklist for
Required Support Materials* on the next page.



November 7, 2022

Mr. Russell Archer
Historic Preservation Planner
Department of Urban Development
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Mr. Archer:

Re: Cadence Bank Annex Building
124 Hardy Street

Mr. Archer - attached is a survey completed by F and F Construction along with photographs of the interior of the above referenced building. We had to move our teammates out of this building in March of 2019 because of mold, mildew and the smells associated with this. Our employees were continually complaining of allergy issues and we have tried without success for the past several years to stop this water infiltration in this space however, the building is built into the hillside and groundwater continues to come into the lower rooms of the building. All the file cabinets that have had the bottoms of them rusted out because of this moisture.

As you can tell by the report and the photographs this building is a hazard and we respectfully ask permission to be allowed to demolish this building and replace it with more parking spaces for our teammates and additional landscaping that will increase the curb appeal of the entrance into the Downtown Area.

If you have any questions please feel free to give me a call,

Sincerely,

A handwritten signature in blue ink that reads "Carol Drake".

Carol M. Drake
Vice President - Design and Construction Manager
Cadence Bank

cd/attachments



November 7, 2022

Carol Drake
Vice President / Facilities Manager
Bancorp South / Cadence
201 S. Spring Street
Tupelo, MS 38804

RE: 124 Hardy St., Hattiesburg, MS 39401 - Building Conditions Survey

Dear Ms. Drake,

Please see below the findings from our survey of the Hattiesburg Annex Building survey:

Exterior observations:

- The building sits in a depression with a nearby retaining wall that causes the area to hold water
- There are visible cracks in the slab and CMU walls which indicate there are foundation issues
- The EIFS is pulling away from the building at several locations, almost certainly due to water/moisture getting behind it
- All of the windows have failed caulking that is also causing moisture to enter the building
- The entry to the building has been completely destroyed by water. All of the drywall has fallen down or is about to fall due to moisture
- The existing roof is in very poor condition and would need to be removed and replaced

Interior observations:

- Nearly every wall, all ceilings, and all floor covering is saturated in black mold
- The wood framing is starting to deteriorate due to moisture
- The existing metal framing supports are deteriorating and rusting.
- Nearly all acoustic ceiling tile as well as some grid and lights have fallen because of water/moisture issues throughout

We recommend this building to be considered a total loss. We feel this building is far beyond repair due to its elevation and the existing conditions that surround the building.

F&F Construction Company is providing a budget of \$85,000.00 to raze the building which would include disconnecting all utilities, installing perimeter fencing, and providing all necessary dump trucks and dumpsters required for excavation.

If rehabilitating the building is required, our rough initial estimate is \$800,000 for interior renovations as well as another \$500,000 for new roof, exterior repairs, and water proofing. This budget does not include any mold testing or removal which would have to be performed by a certified environmental abatement company.

We appreciate your consideration of F&F for this project and look forward to working with you!

Best regards,

A handwritten signature in black ink, appearing to read 'Clay Forman', is positioned above a horizontal line that spans the width of the page.

Clay Forman
Project Manager

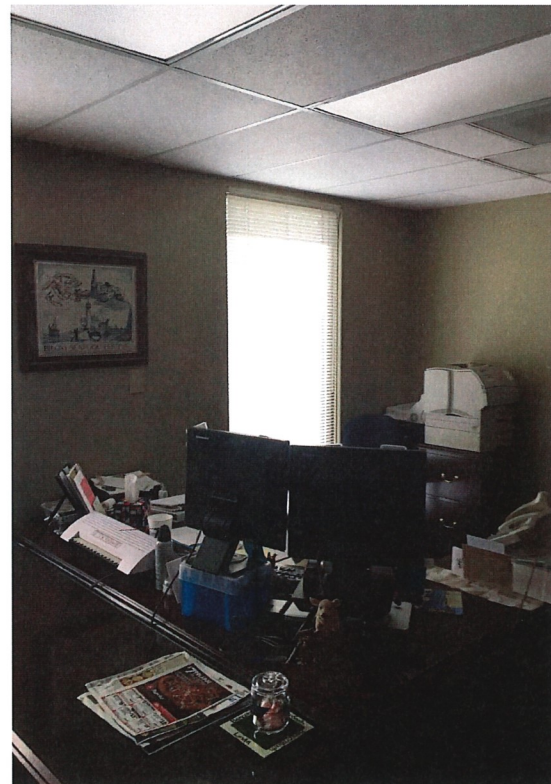
Exterior images of subject building



Exterior images of subject building



Interior images of subject building (before)



Interior images of subject building (after)



Interior images of subject building (after)



HATTIESBURG HISTORIC CONSERVATION COMMISSION

Wednesday, January 11, 2023

The Hattiesburg Historic Conservation Commission met in a regularly scheduled hearing on January 11, 2023, at 12:02 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi. Tom Boldo presided as Chair.

Commissioners present: Sarah Halliwell Carver
Rion Snowden
Terri Bell
Tom Boldo
Angela Duncan
Markus Simmons

Commissioners absent: Margaret Dwight Shelton
Michael Anderson
Elizabeth Schwartz

Staff present: Russell Archer, Historic Preservation Planner
Nathan Satcher, Senior Planner
Wiley Quinn, Director of Urban Development
Andy Parker, City Arborist

Staff absent: (none)

AGENDA

There came the matter of the agenda for the meeting of January 11, 2023. A motion was made by Commissioner Bell and seconded by Commissioner Snowden that the agenda be approved. The motion carried.

MINUTES

There came the matter of the minutes for the meeting of November 9, 2022. A motion was made by Commissioner Snowden and seconded by Commissioner Carver that the minutes be approved as submitted. The motion carried.

ELECTIONS

There came the matter of election of Chair and Vice-Chair of the Hattiesburg Historic Conservation Commission for calendar year 2023. A motion was made by Commissioner Snowden and seconded by Commissioner Carver to move this item to the end of the agenda. The motion carried by a unanimous vote.

Public Hearing

There came the matter of the previously tabled Application for a Certificate of Appropriateness filed by Stephens Daniel, Applicant, and Cadence Bank, Owner, requesting approval for the demolition of the building at 124 Hardy St. in the Hub City Downtown Historic District. A motion was made by Commissioner Boldo and seconded by Commissioner Bell to remove the item from the table. The motion carried by unanimous vote.

Staff reminded the Commissioners and audience that the item was tabled at the December 14, 2022 pursuant to a request by the HHCC that the property owner explores alternatives to demolition such as selling the property or rehabilitating the building for another use. Chair Boldo

asked if there were any audience members that wished to speak regarding the request at hand. Shawn Lowrey, whose office is adjacent to the subject property, stated that he was not in favor of the demolition and took exception to the statement by the property owner that additional parking was needed. Mr. Lowrey stated that he had never observed a full parking lot at the building, even prior to the renovations. Mr. Lowrey suggested that a parking arrangement could be explored with an adjacent church rather than to remove a building that is in an area that is actively being revitalized.

Mr. John Griffith, a representative for Cadence Bank, the building owner, stated that the bank is committed to Hattiesburg and has invested heavily in buildings and renovations that provide benefit to the City, including the downtown area. Mr. Griffith also stated that the bank had no interest in renovating the building in question nor selling it to another party. He stated that the estimates to repair and renovate the building were "north of one million dollars" so it wouldn't make sense for the bank to pursue that option.

Stephens Daniel, Applicant, stated that the main Cadence Bank branch building at 100 Hardy St. had been recently renovated at the suggestion of the HHCC and more employees are planned for the building in the near future, adding to the need for parking. Mr. Griffith additionally stated that the bank is not in favor of off-site parking.

Commissioner Carver asked for more information regarding the current number of parking spaces versus the estimated number that will be needed in the future. Mr. Daniel stated that the main branch building at 100 Hardy St. currently had sixty-nine spaces, not including the parking spaces at 124 Hardy St., and the required minimum is eighty-six.

A motion was made by Commissioner Bell to approve the application as submitted, on the basis of health and safety concerns. The motion was seconded by Commissioner Boldo. Those voting in favor of approving the application were Commissioner Boldo, Commissioner Bell, and Commissioner Simmons. Those voting "nay" were Commissioner Snowden, Commissioner Carver, and Commissioner Duncan. Due to a tie vote, the motion failed.

Staff stated that the City Attorney for Hattiesburg would be consulted with regard to the next steps for the pending request.

Public Hearing

There came the matter of the previously tabled Application for a Certificate of Appropriateness filed by Lauren Rogers, Owner, requesting to remove selected trees at 412 Ronie St. in the Hattiesburg Historic Neighborhood District. A motion was made by Commissioner Boldo and seconded by Commissioner Bell to remove the item from the table. Mr. Parker, City Arborist, gave a report on the trees in question. A motion was made by Commissioner Snowden and seconded by Commissioner Simmons to approve the application as submitted. The motion carried by a unanimous vote.

Public Hearing

There came the matter of the Application for a Certificate of Appropriateness filed by Martin Baker/Cypress Properties, Owner, requesting approval for roof modifications at 100 S 20th Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Martin Baker	Owner/Applicant
Others to speak:	(none)	

Discussion and Vote:**Motion:** Approve the application as submitted.**Motion made by:** Rion Snowden**Motion seconded by:** Terri Bell**Commissioners voting aye:** All participating and voting.**Commissioners voting nay:** None**Commissioners abstaining:** None

The motion carried by unanimous vote.

Public Hearing

There came the matter of the Application for a Certificate of Appropriateness filed by Nathan Rice/Brittany Arms Apartments, Owner, requesting approval for modifications to the existing railings at 901 W. Pine St. in the Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Nathan Rice	Owner/Applicant
Others to speak:	(none)	

Discussion and Vote: Mr. Rice stated that the original iron railings could be retained by adding expanded metal to the lower portion of the railing and adding horizontal bars at the top. Several Commissioners questioned why the applicant had decided not to proceed with the previously approved wood railings. Mr. Rice stated that costs and labor were a factor in the request. Additionally, he stated that the wood railings could still be feasible.

Motion: Deny the application due to the negative affect that the proposed modifications would have on the architectural integrity of the buildings.**Motion made by:** Rion Snowden**Motion seconded by:** Sarah Halliwell Carver**Commissioners voting aye:** All participating and voting.**Commissioners voting nay:** None**Commissioners abstaining:** None

The motion carried by unanimous vote.

Public Hearing

There came the matter of the Application for a Certificate of Appropriateness filed by Jay Van Orsdol, Owner, requesting approval to remove a tree at 519 Southern Ave. in the Hattiesburg Historic Neighborhood District.

	<u>Name</u>	<u>Title</u>
Presented by:	Jay Van Orsdol	Owner/Applicant
Others to speak:	Andy Parker	City Arborist

Discussion and Vote: Mr. Parker stated that the tree could potentially remain healthy for a few more years; however, there was clear evidence that it was dropping large limbs. Mr. Van Orsdol stated that, in addition to the limbs dropping, the tree was leaning toward his house and vehicles and an area where his children regularly play.

Motion: Approve the application as submitted.

Motion made by: Terri Bell

Motion seconded by: Sarah Halliwell Carver

Commissioners voting aye: All participating and voting.

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried by unanimous vote.

Public Hearing

There came the matter of the Application for a Certificate of Appropriateness filed by the City of Hattiesburg, Urban Forestry Division, requesting approval to remove a tree from the right-of-way at 212 3rd Ave. in the OaksHistoric District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	(none)	

Discussion and Vote:

Motion: Approve the application as submitted.

Motion made by: Rion Snowden

Motion seconded by: Sarah Halliwell Carver

Commissioners voting aye: All participating and voting.

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried by unanimous vote.

Public Hearing

There came the matter of the Application for a Certificate of Appropriateness filed by the City of Hattiesburg, Urban Forestry Division, requesting approval to remove a tree from the right-of-way at 408 Court St. in the Hattiesburg Historic Neighborhood District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	(none)	

Discussion and Vote:

Motion: Approve the application as submitted.

Motion made by: Terri Bell

Motion seconded by: Tom Boldo

Commissioners voting aye: All participating and voting.

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried by unanimous vote.

ELECTIONS

There came the matter of nominating members of the Commission to serve as Chair and Vice-Chair for calendar year 2023. Nominations were presented for Tom Boldo to serve as Chair and for Terri Bell to serve as Vice-Chair. A motion was made by Commissioner Snowden and seconded by Commissioner Carver that these nominations be accepted and that these individuals be installed as Chair and Vice-Chair. The motion carried by a unanimous vote.

Other Business

There came the matter of the City Arborist's report. Mr. Parker provided a summary report.

There came the matter of the Code Official's report. Mr. Quinn provided a report and asked that any code-related concerns be reported to him or to Charles Copeland, the Code Enforcement Division Manager.

There came the matter of the Coordinator's report. Mr. Archer provided a report.

There being no further business, upon motion duly made by Commissioner Boldo and seconded by Commissioner Bell, and unanimously approved, the meeting was adjourned at 12:45 p.m.

Respectfully submitted,

Tom Boldo, Chair

Russell Archer, Recording Secretary/ Historic Planner

FILED

COPY

JAN 20 2023



CITY CLERK

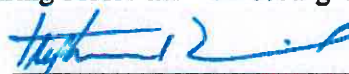
DEPUTY CLERK

Please send completed form to:
 Russell Archer, Historic Planner
 Dept. of Urban Development
 P.O. Box 1898
 Hattiesburg, MS 39403
 601.545.4599 or fax 601.545.1962

REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION DECISION

Today's Date:	January 18, 2023
Historic Conservation Commission Meeting Date:	January 11, 2023
<i>(Appeals must be made within 10 consecutive days of the decision)</i>	
Name of Property Owner/Petitioner:	Cadence Bank (Carol Drake)
Name of Person Requesting Appeal Hearing:	Stephens Daniel
Mailing Address of Person Requesting Appeal Hearing:	398 E Main St., Suite 209 Tupelo MS 38804
Address of Petitioned Property:	124 Hardy St., Hattiesburg, MS 39401
Petitioner's Request of the Historic Commission:	Removal of Existing Building (Demolition)
Historic Commission's Decision:	Tie Vote
Approve ☐ or Deny ☐	

I/We hereby APPEAL the Historic Conservation Commission Decision for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.


 Petitioner (signature)

 Petitioner (signature)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, March 7, 2023

Re: Adopt a Resolution declaring surplus certain city-owned property located at 140 W. 5th Street, Parcel 2-029F-4-237.00 and Parcel 2-029F-04-236.00, and authorize sale and execution of Quitclaim Deed to Richard M. Russell in the amount of \$3,600.00 in accordance with 21-17-1; authorized the Mayor and City Clerk to execute any and all necessary documents for the same.
File Number: 2023-166
Minute Book #

Summary

Adopt a Resolution declaring surplus certain city-owned property located at 140 W. 5th Street, Parcel 2-029F-4-237.00 and Parcel 2-029F-04-236.00, and authorize sale and execution of Quitclaim Deed to Richard M. Russell in the amount of \$3,600.00 in accordance with 21-17-1; authorized the Mayor and City Clerk to execute any and all necessary documents for the same.

Recommendation Statement

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

Please place this on the March 7, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the parcel at 140 W. 5th Street, better identified by PPIN 17270 and county parcel number 2-029F-04-236.00, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

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

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 7th day of March, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 7th day of March, 2023.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

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

INDEXING INSTRUCTIONS: Lot 4, Hawkins & Thompson Subdivision, City of Hattiesburg, Forrest County, Mississippi.
--

STATE OF MISSISSIPPI

COUNTY OF FORREST

QUITCLAIM DEED

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

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

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

RICHARD MARK RUSSELL

Telephone:_____

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

Lot 4, Hawkins & Thompson Subdivision, City of Hattiesburg, Forrest County, Mississippi.

It is the intention of the Grantor herein to convey any interest it may have in that property having a street address of 138 West 5th Street, Hattiesburg, Mississippi, and bearing Forrest County Tax Assessor Parcel Numbers 2-029F-04-236.00 and 2-029F-04-237.00.”

WITNESS MY SIGNATURE, on this, the ____ day of _____
_____, A.D., 2023.

CITY OF HATTIESBURG

By: _____
TOBY BARKER, MAYOR

ATTESTED BY:

KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2023, within my jurisdiction, the within named **TOBY BARKER** who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2023, within my jurisdiction, the within named **KERMAS EATON**, who acknowledged that he is City Clerk of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

LAND APPRAISAL REPORT

File No. 143Dec22

IDENTIFICATION	Owner <u>City of Hattiesburg</u>		Census Tract <u>0011.00</u>		Map Reference			
	Property Address <u>140 W. 5th Street</u>							
	City <u>Hattiesburg</u>		County <u>Forrest</u>		State <u>Mississippi</u> Zip Code <u>39401</u>			
	Legal Description <u>Lot 4, and the S25' of Lot 4, Blk. 4, Hawkins & Thompson S/D, Sec. 4, Township 4N, Range 13W Forrest County, Mississippi</u>							
NEIGHBORHOOD	Sale Price \$ <u>NA</u>		Date of Sale <u>NA</u>		Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD			
	Actual Real Estate Taxes \$ <u>Exempt</u> (yr.)							
	Client <u>City of Hattiesburg</u>		Address <u>200 Forrest Street, Hattiesburg, MS 39401</u>					
	Occupant <u>Vacant Land</u>		Appraiser <u>Zachary H. Fairley</u>		Instructions to Appraiser <u>Provide an opinion of the current market value</u>			
	Intended User: <u>City of Hattiesburg</u>		Intended Use: <u>Internal decision making purposes by the client</u>					
	Location ☐ Urban ☒ Suburban ☐ Rural		Good Avg. Fair Poor					
	Built Up ☐ Over 75% ☒ 25% to 75% ☐ Under 25%		Employment Stability ☐ ☒ ☐ ☐					
	Growth Rate ☐ Fully Dev. ☐ Rapid ☒ Steady ☐ Slow		Convenience to Employment ☐ ☒ ☐ ☐					
	Property Values ☐ Increasing ☒ Stable ☐ Declining		Convenience to Shopping ☐ ☒ ☐ ☐					
	Demand/Supply ☐ Shortage ☒ In Balance ☐ Over Supply		Convenience to Schools ☐ ☒ ☐ ☐					
Marketing Time ☐ Under 3 Mos. ☒ 4-6 Mos. ☐ Over 6 Mos.		Adequacy of Public Transportation ☐ ☒ ☐ ☐						
Present Land Use <u>30</u> % 1 Family <u>20</u> % 2-4 Fam <u>20</u> % Apts. <u>20</u> % Condo <u>20</u> % Commercial		Recreational Facilities ☐ ☒ ☐ ☐						
100.00 <u>5</u> % Industrial <u>25</u> % Vacant		Adequacy of Utilities ☐ ☒ ☐ ☐						
Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)		Property Compatibility ☐ ☒ ☐ ☐						
Predominant Occupancy ☒ Owner ☐ Tenant ☐ % Vacant		Protection from Detrimental Conditions ☐ ☒ ☐ ☐						
Single Family Price Range \$ <u>15,000</u> to \$ <u>151,000</u>		Police and Fire Protection ☐ ☒ ☐ ☐						
Single Family Age <u>40</u> yrs. to <u>100</u> yrs. Predominant Age <u>50+</u> yrs.		General Appearance of Properties ☐ ☒ ☐ ☐						
		Appeal to Market ☐ ☒ ☐ ☐						
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) <u>The property is a vacant lot located at 140 W. 5th Street, just north of downtown Hattiesburg. The neighborhood consists of mostly single-family residential uses with scattered commercial uses located along Main Street. Hattiesburg High School is located southwest of the property along Hutchinson Avenue. New development in the neighborhood was not noted; however, vacated and dilapidated structures have been razed from properties to revitalize the neighborhood. The overall outlook is considered stable.</u>								
SITE	Dimensions <u>50' x 205.6'</u>		= <u>0.24 Acres</u>		☐ Corner Lot			
	Zoning Classification <u>R-1A, Single-Family Residential</u>		Present improvements ☒ do ☐ do not conform to zoning regulations					
	Highest and best use: ☒ Present use ☐ Other (specify)							
	Public ☐ Other (Describe) <u>Mississippi Power</u>		Topo <u>Level, Generally open and grassy</u>					
	Elec. ☐ <u>Spire</u>		Size <u>0.24 Acres</u>					
	Gas ☐ <u>Spire</u>		Shape <u>Rectangular</u>					
	Water ☒ <u>Underground Elect. & Tel.</u>		View <u>Interior Lot, Street View</u>					
	San. Sewer ☒ <u>Underground Elect. & Tel.</u>		Drainage <u>Fema Panel No. 28035C0108D, Zone X, dated 3/2/2010</u>					
	OFF SITE IMPROVEMENTS		Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes					
	Street Access: ☒ Public ☐ Private							
Surface <u>Asphalt</u>								
Maintenance: ☒ Public ☐ Private								
☐ Storm Sewer ☒ Curb/Gutter								
☒ Sidewalk ☒ Street Lights								
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>The site is comprised of two contiguous parcels being: Parcel No. 2-029F-04-237.00 and 2-029F-04-236.00 owned by the City of Hattiesburg. No unfavorable, apparent easements, encroachments, or other adverse conditions were observed during the inspection.</u>								
MARKET DATA ANALYSIS	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.							
	For the Market Data Analysis ☒ See grid below. ☐ See narrative attachment.							
	ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address	<u>140 W. 5th Street</u>	<u>443 Newman Street</u>		<u>E. 9th Street</u>		<u>N 32nd Avenue</u>	
		<u>Hattiesburg, Mississippi 39401</u>	<u>Hattiesburg, MS 39401</u>		<u>Hattiesburg, MS 39401</u>		<u>Hattiesburg, MS 39401</u>	
	Proximity to Subj.		<u>2 miles E</u>		<u>2 Miles NE</u>		<u>3 Miles W</u>	
	Sales Price	\$ <u>NA</u>	\$ <u>3,750</u>		\$ <u>4,300</u>		\$ <u>9,000</u>	
	Price	\$	\$		\$		\$	
	Data Source		MLS#126557		MLS# 122404; Listing Agent		MLS#127998; Selling Agent	
	Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
			<u>09/28/2021</u>		<u>09/03/2020</u>		<u>07/20/2022</u>	
	Location	<u>W. 4th Street</u>	<u>Newman Street</u>		<u>E. 9th Street</u>		<u>N 32nd Avenue</u>	
	Site/View	<u>Interior Lot, Street View</u>	<u>Street</u>		<u>Corner</u>		<u>Similar</u>	
	Site Area	<u>0.24 Acres</u>	<u>0.15 Acres</u>		<u>0.62 Acres</u>		<u>0.37 Acres</u>	
	Zoning	<u>R-1A</u>	<u>R-1</u>		<u>R-1</u>		<u>R-1B</u>	
Flood Area	<u>No Flood</u>	<u>Zone AE, 100%</u>		<u>100% Flood</u>		<u>No Flood</u>		
Utility	<u>SFR</u>	<u>Similar</u>		<u>Superior</u>		<u>Similar</u>		
Sales or Financing Concessions								
Net Adj. (Total)		☒ Plus ☐ Minus \$ <u>500</u>		☐ Plus ☒ Minus \$ <u>-350</u>		☐ Plus ☒ Minus \$ <u>-3,600</u>		
Indicated Value of Subject		Gross 13.3% Net 13.3% \$ <u>4,250</u>		Gross 31.4% Net 8.1% \$ <u>3,950</u>		Gross 40.0% Net 40.0% \$ <u>5,400</u>		
RECONCILIATION	Comments on Market Data: <u>The sales are residential lots located in the subject neighborhood and considered good indicators of value. The sales have unadjusted sales prices from \$3,750 - \$9,000. The property is a vacant grassy lot located along W. 5th Street, one block west of Main Street. Sales 1 and 2 are located in a flood zone requiring positive adjustments. Sale 2 is a corner lot located on E 9th Street. Due to the frontage, the lot has more utility for development potential. Sale 3 is the most recent sale located west of Highway 49 along N. 32nd Avenue. This lot is superior in location due to the close proximity to Highway 49 and USM in an area of higher demand.</u>							
	Comments and Conditions of Appraisal: <u>The property is owned by the City of Hattiesburg. The intended use of the appraisal is for internal decision making purposes by the client.</u>							
	Final Reconciliation: <u>The adjusted values range from \$3,950 - \$5,400. Due to the size of the location, size, and zoning, the highest and best use would be for a residential use. Sales 1 and 2 were considered most similar and required minimal adjustments. Considering the sales, available listings, and current market activity, it is my opinion the market value of the subject property to be \$4,000, as of the effective appraisal date.</u>							
	I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>December 2nd</u> <u>2022</u> to be \$ <u>4,000</u>							

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

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

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

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

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

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

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

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

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

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

APPRAISER

Signature _____
 Name Zachary H. Fairley
 Company Name Zac Fairley Appraisals LLC
 Company Address 84 North Of Fields,
Hattiesburg, MS 39402
 Telephone Number 601-466-2750
 Email Address Zfairleyappraiser@gmail.com
 Date of Signature and Report 01/18/2023
 Effective Date of Appraisal _____
 State Certification # GA-1418
 or State License # _____
 or Other _____ State # _____
 State MS
 Expiration Date of Certification or License 05/31/2024

ADDRESS OF PROPERTY APPRAISED

140 W. 5th Street
Hattiesburg, Mississippi 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$ 4,000

CLIENT

Name Ann Jones, Chief Administrative Assistant
 Company Name City of Hattiesburg
 Company Address 200 Forrest Street
Hattiesburg, MS 39401
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

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

SUBJECT PROPERTY

☐ Did not inspect subject property
☒ Did inspect exterior of subject property from street
 Date of Inspection December 2nd, 2022
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
 Date of Inspection December 2nd, 2022

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 140 W. 5th Street

City Hattiesburg

County Forrest

State Mississippi

Zip Code 39401

Client City of Hattiesburg

**COMPARABLE #1**

443 Newman Street
Hattiesburg, MS 39401

Price \$3,750
Size 0.15 Acres
Date 09/28/2021

Value Indication \$4,250

**COMPARABLE #2**

E. 9th Street
Hattiesburg, MS 39401

Price \$4,300
Size 0.62 Acres
Date 09/03/2020

Value Indication \$3,950

**COMPARABLE #3**

N 32nd Avenue
Hattiesburg, MS 39401

Price \$9,000
Size 0.37 Acres
Date 07/20/2022

Value Indication \$5,400

Client City of Hattiesburg



FLOOD MAP

Intended User City of Hattiesburg

Property Address 140 W. 5th Street

City Hattiesburg

County Forrest

State Mississippi

Zip Code 39401

Client City of Hattiesburg

National Flood Hazard Layer FIRMette



Legend

SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE) See A.C. App.
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depths less than one foot or with drainage areas of less than one square mile.
 - Future Conditions 1% Annual Chance Flood Hazard
 - Area with Reduced Flood Risk due to Levee. See Notes.
 - Area with Flood Risk due to Levee.
- OTHER AREAS**
- NO SCREEN: Area of Minimal Flood Hazard
 - Effective LO Limits
 - Area of Undetermined Flood Hazard
- GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
- OTHER FEATURES**
- Cross Sections with 1% Annual Chance
 - Water Surface Elevation
 - Coastal Tract
 - Base Flood Elevation Line (BFE)
 - Link of Study
 - Antideiction Boundary
 - Coastal Tract Baseline
 - Profile Baseline
 - Hydrographic Feature
- MAP PANELS**
- Digital Data Available
 - No Digital Data Available
 - Unmapped
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was generated on 10/14/2020 at 1:41 PM. It does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 140 W. 5th Street

City Hattiesburg

County Forrest

State Mississippi

Zip Code 39401

Client City of Hattiesburg



Looking west along W. 5th Street
towards the property.



View of the Subject Property



Additional view of the property

Forrest County
Filed/Recorded SEPTEMBER 28 2009 04:01:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared By:	Indexing Instructions:	Return To:
Jimmy C. Havard, Chancery Clerk	Lot 4	Sass Muni V, LLC
Post Office Box 951	Block 4	940 Centre Circle, Suite 2004
Hattiesburg, MS 39403	Hawkins & Thompson	Altamone Springs, FL 32714-7242
TAX DEED		Section 3273. Code 1930

THE STATE OF MISSISSIPPI, FORREST COUNTY

Be it known, that Delbert W. Dearman, Tax Collector of said County of Forrest, did on the 27th day of August A.D., 2007, according to law, sell the following land, situated in said County and assessed to Keys, W. T., to wit:

Receipt # 15020 Parcel # 2-029F-04-236.00 PPIN# 17270

Lt. 4 less pt. for rent house Blk. 4 Hawkins & Thompson Subdivision

Previous #H0336-04-003

for the taxes assessed for the year A. D., 2006, when Sass Muni V, LLC became the best bidder therefore, at and for the sum of \$1181 dollars and 90 cents; and the same not having been redeemed, I ,

Jimmy C. Havard, Chancery Clerk of Forrest County
Post Office Box 951
Hattiesburg, MS 39403
(601)-545-6014

therefore sell and convey said land to the said

Sass Muni V, LLC
940 Centre Circle, Suite 2004
Altamone Springs, FL 32714-7242
(407)-339-1108

**Inst. 646038
Bk 1069 Pg 0043**

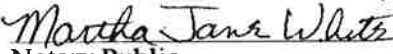
Given under my hand, the 15th day of September, A.D., 2009.


Chancery Clerk

State of Mississippi
County of Forrest

Personally appeared before me the undersigned authority in and for said County and State, Jimmy C. Havard, Chancery Clerk, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purpose therein expressed.

Given under my hand and official seal this the 15th day of September, A.D., 2009.


Notary Public

My Commission Expires:

Feb 8, 2011

**Inst. 646038
Bk 1069 Pg 0044**

GRANTOR: SASS MUNI V, LLC
GRANTEE: REBUILD AMERICA, INC.

136151
STATE OF MISSISSIPPI
FORREST COUNTY
CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

2008 DEC 16 PM 2:13

QUITCLAIM DEED AND ASSIGNMENT

WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

STATE OF MISSISSIPPI
COUNTY OF FORREST

FOR AND IN CONSIDERATION OF THE SUM OF ten dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, this 2 day of December, 2008, the undersigned, **SASS MUNI V, LLC**, aka US BANK Custodian for Sass Muni V DTR., hereinafter referred to as Grantor, do hereby convey, assign and quitclaim unto **REBUILD AMERICA, INC.**, hereinafter referred to as Grantee, all of its right, title and interest in that certain parcel situated in **FORREST** County, Mississippi, to wit:

Description of Land:

Receipt #14971 Parcel # 2-029F-04-236.00 PPIN# 17270
LOT 4 LESS PT. FOR RENT HOUSE, BLK. 4 HAWKINS & THOMPSON
SUBDIVISION
PREVIOUS # H0336-04-003

The purpose of this conveyance is to quitclaim "as is", "where is" any and all interests Grantor may hold in the above described property by virtue of a **FORREST** County, ad valorem 2005 tax sale, conducted on August 28, 2006, which matured to **SASS MUNI V, LLC**, aka US BANK Custodian for Sass Muni V DTR., and said property was conveyed by the Chancery Clerk of **FORREST** County to **SASS MUNI V, LLC**, aka US BANK Custodian for Sass Muni V DTR, said conveyance being recorded at **Book 1048 at Page 0515 on October 9, 2008**. Grantee herein assumes responsibility for any and all city and/or county property taxes due for subsequent tax years, as well as for any other taxes and/or assessments and/or special assessments and/or liens which may become due upon the above described parcel.

This Quitclaim Deed and Assignment is made subject to any outstanding property assessments, charges, back or current unpaid property taxes, other clouds of title not deriving from the Grantor. This Quitclaim is made subject to any and all valid, outstanding, and surviving oil, gas and mineral leases, exceptions, easements, reservations, conveyances, all power line easements, and/or other easements or rights of way of record in the office of the Chancery Clerk of the aforementioned state and county.

The Grantee accepts the parcel, and its title along with any existing structures, improvements and appurtenances thereunto belonging, if any, and is purchasing same in "as is, "where is" condition, without any warranty whatsoever, except that Grantor has not encumbered the property title. In addition, Grantee understands that Grantor, its agents, successors and/or assigns, have not made any representations or warranties, either

GRANTOR: SASS MUNI V, LLC
GRANTEE: REBUILD AMERICA, INC.

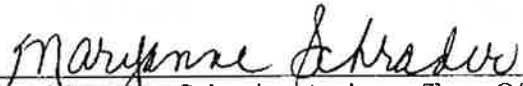
expressed or implied, regarding this parcel. Furthermore, Grantee understands that it is purchasing said parcel based on Grantee's sole judgment and diligent inquiry.

Grantor makes no representation, warranty, or certifications to the Grantee of any kind regarding ownership, possession of, title to, and/or suitability or fitness of the above described parcel, except that it was awarded a tax certificate and resulting tax title from the above referenced county and state.

If bounded by water, the quitclaim granted herein shall not extend to any part of the above described property which is tideland or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the action of the elements.

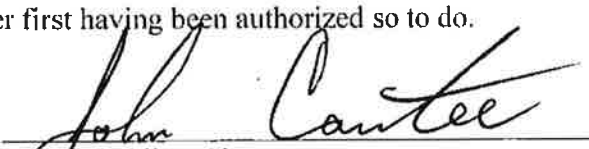
The preparer of this instrument, as well as Grantor, assumes no liability for the state of the title or any inaccuracy of the legal description.

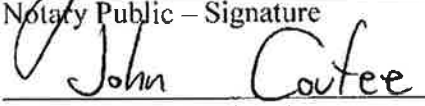
SASS MUNI V, LLC, aka
US BANK Custodian for Sass Muni V DTR


By: Maryanne Schrader, Assistant Trust Officer

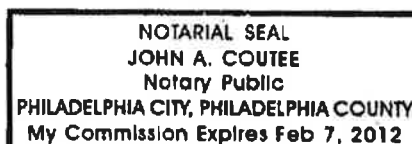
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 2nd day of December, 2008, within named, Maryanne Schrader, who acknowledged that she is Assistant Trust Officer of SASS MUNI V, LLC, aka US BANK Custodian for Sass Muni V DTR, and that for and on behalf of the said Company, and as its act and deed she executed and delivered the above and foregoing instrument, after first having been authorized so to do.


Notary Public - Signature


Notary Public - Printed Name

MY COMMISSION EXPIRES:



BOOK 1052 PAGE 0419

GRANTOR: SASS MUNI V, LLC
GRANTEE: REBUILD AMERICA, INC.

Grantor:

US Bank for Sass Muni V
TLSG 2 Liberty Place
50 South 16th Street, Suite 1950
Philadelphia, PA 19102
(215)761-9327

Grantee:

Rebuild America, Inc.
940 Centre Circle, Suite 2004
Ⓟ Altamonte Springs, FL 32714
Phone: (407) 339-1108 ext. 105
tsabella@reo-america.com

TITLE NOT EXAMINED – NO SURVEY PROVIDED
INDEXING INSTRUCTIONS

Receipt #14971	Parcel # 2-029F-04-236.00	FPIN# 17270
LOT 4 LESS PT. FOR RENT HOUSE, BLK. 4 HAWKINS & THOMPSON		
SUBDIVISION		
PREVIOUS # H0336-04-003		

This Document Prepared By: Rebuild America, Inc., 940 Centre Circle, Suite 2004,
Altamonte Springs, FL 32714, (407) 339-1108, E-mail: tsabella@reo-america.com

BOOK 1052 PAGE 0420



Forrest County, MS

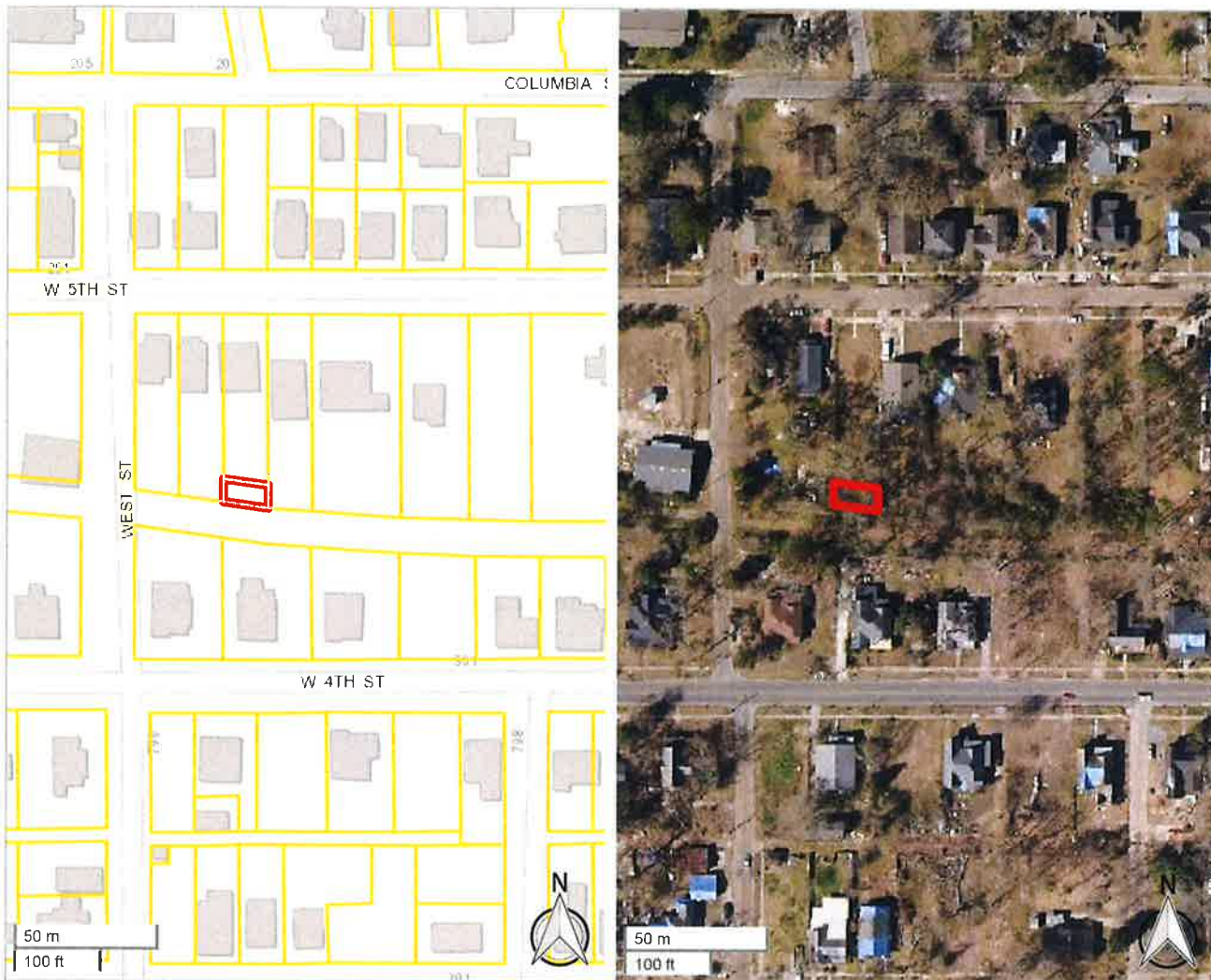
Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

Date Printed: 1/18/2023

PPIN:	17270
PARCEL_ID:	2-029F-04-236.00
OWNERNAME:	CITY OF HATTIESBURG
ADDRESS1:	P O BOX 1898
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	394037242
SECTION:	04
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 4 LESS PT FOR RENT HOUSE BLK 4 PREV #H0336-04-003
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	16770
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	16770
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	16770
EXEMPT_COD:	12
HOMESTEAD:	
DEED_BOOK:	1329
DEED_PAGE:	0616
DEED_DATE:	1/13/2020
SITUS_ADDR:	140 W 5TH STREET



Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

Date Printed: 1/18/2023

PPIN:	17271
PARCEL_ID:	2-029F-04-237.00
OWNERNAME:	CITY OF HATTIESBURG
ADDRESS1:	P O BOX 1898
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39403
SECTION:	04
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	S 25FT LT 4 PREV #:H0336-04-003A
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	260
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	260
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	260
EXEMPT_COD:	12
HOMESTEAD:	
DEED_BOOK:	1329
DEED_PAGE:	0613
DEED_DATE:	1/13/2020
SITUS_ADDR:	0 W 5TH STREET

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

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

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

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

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

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

Professional Education

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

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

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE# GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022

Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator

LAND APPRAISAL REPORT

File No: RUSSELL

Loan No: RUSSELL

There are	2	comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 5,000	to \$ 10,000
There were	1	comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 9,000	to \$ 9,000

COMPARABLE SALES				
FEATURE	SUBJECT	COMPARABLE # 1	COMPARABLE # 2	COMPARABLE # 3
Address	140 W 5TH ST	1106 ALLEN ST	507 S 22ND AVE	443 NEWMAN ST
City/Zip	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401
Proximity to Subject		0.57 MILES NE	1.84 MILES SW	0.99 MILES E
Data Sources	INSPECTION	HBRMLS #122763	HBRMLS #123179	HBRMLS #126577
Verification Sources	TAX RECORDS	KW ELITE KELLER WILLIAMS REALTY	THE REAL ESTATE CENTER	DUNBAR REAL ESTATE
Sale Price	\$	\$ 3,000	\$ 10,500	\$ 3,750
Price/ SQ FT	\$	\$ 0.15	\$ 0.37	\$ 0.56
Date of Sale (MO/DA/YR)		01/26/2021	02/24/2021	09/28/2021
Days on Market		141	128	11
Financing Type	N/A	CASH	CASH	CASH
Concessions		NO ADJUSTMENT	NO ADJUSTMENT	NO ADJUST.
Location	URBAN	URBAN/SIMILAR	URBAN/SIMILAR	URBAN
Property Rights Appraised	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
Site Size (in SQ.FT.)	9,165	19,500	28,314	6,650
View	TYPICAL	TYPICAL	TYPICAL	TYPICAL
Topography	GEN. LEVEL	SIMILAR	SIMILAR	SIMILAR
Available Utilities	STREET ACCESS	SIMILAR	SIMILAR	SIMILAR
Street Frontage	PUBLIC	PUBLIC	PUBLIC	PUBLIC
Street Type	ASPHALT	ASPHALT	ASPHALT	ASPHALT
Water Influence	NONE	NONE	NONE	NONE
Fencing	NONE	NONE	NONE	NONE
Improvements	NONE	NONE	NONE	NONE
FLOOD ZONE	NO	YES AE (100 YR W/E)	NO	YES SX (500 YEAR)
ZONING	R-1-A	R-1-C	R-1-A	R-1-C
Net Adjustment (Total, in \$)		\$	\$	\$
Adjusted sales price of the		Net Adj. %	Net Adj. %	Net Adj. %
Comparable Sales (in \$ / SQ.FT.)		Gross Adj. % \$ 0.15	Gross Adj. % \$ 0.37	Gross Adj. % \$ 0.56

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: DEED RECORDS

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: HATTIESBURG MLS SYSTEM

The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: HATTIESBURG MLS SYSTEM

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
\$	\$	\$	\$	\$
\$	\$	\$	\$	\$

Subject property is currently listed for sale? ☐ Yes ☒ No Data Source: HATTIESBURG MLS SERVICE

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source: HATTIESBURG MLS SERVICE

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: NO PRIOR SALE ON THE SUBJECT OR ANY OF THE COMPARABLES UTILIZED COULD BE DETERMINED.

Summary of the Sales Comparison Approach: A RANGE OF VALUE IS INDICATED BETWEEN \$.15 TO \$.56 PER SQUARE FOOT. ALL SALES WERE WITHIN THE PAST TWO YEAR PERIOD AND WERE CONSIDERED GOOD INDICATORS OF MARKET VALUE. THE MARKET APPROACH WAS USED EXCLUSIVELY IN ESTIMATING THE MARKET VALUE OF THE SUBJECT SITE. THE COST AND INCOME APPROACHES WERE CONSIDERED BUT NOT USED NO STRUCTURES/IMPROVEMENTS OF ANY CONTRIBUTORY VALUE AND DUE TO THE LACK OF INCOME DATA FOR THE SUBJECT'S AREA.

Reconciliation Comments: AFTER CONSIDERATION OF ALL OF THE ABOVE DATA, THE MARKET VALUE IS ESTIMATED AT \$.35 PER SQUARE FOOT OR A TOTAL ROUNDED VALUE OF \$3,200.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:

Opinion of Market Value: \$ 3,200, as of: 12/23/2022, which is the date of inspection and the effective date of this appraisal.

Copy of License

Copy of License

State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD	
LICENSE # : RA-111	STATUS: ACTIVE
MICHAEL A HUTCHINSON	
HAB BEEN GRANTED A LICENSE AS A STATE CERTIFIED RESIDENTIAL APPRAISER	
Effective Date: 06/01/2021	Expiration Date: 07/31/2023
SIGNATURE OF LICENSEE <i>Michael A Hutchinson</i>	
Robert E. Preyer, Administrator	

Form SCNLGL - "TOTAL" appraisal software by a la mode, Inc. - 1-800-ALAMODE

Form SCNLGL - "TOTAL" appraisal software by a la mode, Inc. - 1-800-ALAMODE

LAND APPRAISAL REPORT

File No.: RUSSELL

Loan No.: RUSSELL

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

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 140 W 5TH ST City: HATTIESBURG State: MS ZIP: 39401
 Borrower: CLIENT: MARK RUSSELL Owner of Public Record: CITY OF HATTIESBURG County: FORREST
 Legal Description: LOT 4 LESS PART FOR RENT HOUSE, BLOCK 4, HAWKINS & THOMPSON S/D
 Assessor's Parcel #: 2-029F-04-236.00 Tax Year: 2021 R.E. Taxes: 0
 Neighborhood Name: FORREST/URBAN Map Reference: 25620 Census Tract: 0011.00
 Special Assessments: 0 PUD ☐ Yes ☒ No HOA: \$ 0 ☐ Per Year ☐ Per Month
 Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) ASCERTAIN MARKET VALUE
 Lender/Client: MARK RUSSELL Address: 138 WEST 5TH STREET, HATTIESBURG, MS 39401

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$: Date of Contract: Is the property seller the owner of public record? ☐ Yes ☐ No Data Sources
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

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

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %			
Location	☒ Urban	☐ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	70 %		
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	2 %		
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	20	Low	Multi-Family	2 %		
Neighborhood Boundaries:				LEAF RIVER TO THE EAST; HIGHWAY 42 BYPASS TO THE NORTH; HIGHWAY 49 TO THE WEST; AND HARDY STREET TO THE SOUTH.				300	High	120	Commercial	10 %	
								80	Pred.	90	VACANT	16 %	
				Good	Average	Fair	Poor			Good	Average	Fair	Poor
Convenience to Employment				☐	☒	☐	☐	Property Compatibility		☐	☒	☐	☐
Convenience to Shopping				☐	☒	☐	☐	General Appearance of Properties		☐	☒	☐	☐
Convenience to Primary Education				☐	☒	☐	☐	Adequacy of Police/Fire Protection		☐	☒	☐	☐
Convenience to Recreational Facilities				☐	☒	☐	☐	Protection from Detrimental Conditions		☐	☒	☐	☐
Employment Stability				☐	☒	☐	☐	Overall Appeal to Market		☐	☒	☐	☐

Neighborhood Description: SUBJECT IS LOCATED IN THE NORTHEAST PORTION OF THE CITY OF HATTIESBURG AND IS JUST NORTH OF THE DOWNTOWN AREA OF HATTIESBURG. AREA IS BUILT-UP OF MIXTURE OF IMPROVEMENTS AND MAINTENANCE LEVELS APPEAR TO BE FAIR TO AVERAGE WITH NO PROBLEMS NOTED.

Market Conditions (including support for the above conclusions): THE MARKET CURRENTLY APPEARS TO BE STABLE WITH MARKETING/EXPOSURE TIMES FROM 3 TO 9 MONTHS BOTH OF WHICH WERE ESTIMATED INDEPENDENTLY FROM EACH OTHER. SUPPLY AND DEMAND APPEAR TO BE IN BALANCE AND INTEREST RATES REMAIN FAVORABLE.

SITE DESCRIPTION

Dimensions: 50' X 180.6' X 50' X 186' Area: 9,165 sq ft Acres ☒ Sq.Ft. Shape: SEE PLAT View: TYPICAL
 Zoning Classification: R-1-A Zoning Description: SINGLE-FAMILY RESIDENTIAL
 Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Uses permitted under current zoning regulations: SINGLE-FAMILY RESIDENTIAL
 Highest & Best Use: SINGLE-FAMILY RESIDENTIAL
 Describe any improvements: NO IMPROVEMENTS
 Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No Improvements If No, explain:
 Present use of subject site: VACANT Current or proposed ground rent? ☐ Yes ☒ No If Yes, \$
 Topography: GENERALLY LEVEL Size: 9,165 Drainage: ADEQUATE
 Corner Lot: ☐ Yes ☒ No Underground Utilities: ☐ Yes ☒ No Fenced: ☐ Yes ☒ No If Yes, type:
 Special Flood Hazard Area: ☐ Yes ☒ No FEMA Flood Zone: x FEMA Map #: 28035C0108D FEMA Map Date: 3/2/2010

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☐	☐	NONE	Street Surface	ASPHALT	☒	☐
Gas	☐	☐	NONE	Street Type/Influence	PUBLIC	☐	☐
Water	☐	☐	NONE	Curb/Gutter	NONE	☐	☒
Sanitary Sewer	☐	☐	NONE	Sidewalk	NONE	☐	☒
Other	☐	☐	NONE	Street Lights (type)	OVERHEAD	☒	☐
Other	☐	☐	NONE	Alley	NONE	☐	☒

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:
 THERE DOES NOT APPEAR TO BE ANY ADVERSE EASEMENTS OR ENCROACHMENTS AND THE SITE DOES NOT APPEAR TO LIE IN A DESIGNATED FLOOD ZONE. SURVEY WAS NOT PROVIDED TO THE APPRAISER.

Site Comments: SUBJECT SITE IS APPROXIMATELY 9,165 SQ.FT. IN SIZE WITH GENERALLY LEVEL TOPOGRAPHY AND ADEQUATE DRAINAGE. SURVEY WAS NOT PROVIDED TO THE APPRAISER AND WE ASSUME NO ADVERSE ENCROACHMENTS. SITE HAD ACCESS TO POWER, GAS, AND CITY WATER AND SEWER. SITE WAS AN INTERIOR LOT WITH 50' OF FRONTAGE ON WEST 5TH STREET WITH AN AVERAGE DEPTH OF 183.3'.

LAND APPRAISAL REPORT

File No.: RUSSELL
Loan No.: RUSSELL

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal Name of Project: _____
Total number of phases: _____ Total number of units: _____ Total number of units sold: _____
Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

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

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

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

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

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

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

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

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

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

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

File No.: RUSSELL
Loan No.: RUSSELL

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

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

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

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

SIGNATURES

APPRAISER

Signature: 

Name: MICHAEL A. HUTCHINSON, SRA

Company Name: SOUTHERN MISSISSIPPI APPRAISAL GROUP

Company Address: 605 ADELPHI STREET

HATTIESBURG, MS 39401

Telephone Number: 601-520-9390

Email Address: HUTCHMON@COMCAST.NET

Date of Signature and Report: 12/26/2022

Effective Date of Appraisal: 12/22/2022

State Certification #: RA-111

or State License #:

or Other (describe):

State #:

State: MS

Expiration Date of Certification or License: 07/31/2023

ADDRESS OF PROPERTY APPRAISED

140 W 5TH ST

HATTIESBURG, MS 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$ 3,200

LENDER/CLIENT

Name:

Company Name: MARK RUSSELL

Company Address: 138 WEST 5TH STREET

HATTIESBURG, MS 39401

Email Address:

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature:

Name:

Company Name:

Company Address:

Telephone Number:

Email Address:

Date of Signature:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from at least the street

Date of Inspection:

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street

Date of Inspection:

USPAP ADDENDUM

RUSSELL
File No. RUSSELL

Borrower	CLIENT: MARK RUSSELL		
Property Address	140 W 5TH ST		
City	HATTIESBURG	County	FORREST
Lender	MARK RUSSELL	State	MS
		Zip Code	39401

This report was prepared under the following USPAP reporting option:

☒ **Appraisal Report** This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ **Restricted Appraisal Report** This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: **120 TO 240 DAYS**

THE EXPOSURE TIME WAS ESTIMATED INDEPENDENTLY OF THE MARKETING TIME.

Additional Certifications

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

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

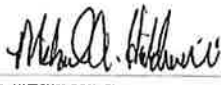
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise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

Additional Comments

(1) INTENDED USERS OF THIS REPORT IS MARK RUSSELL.

(2) HIGHEST AND BEST USE ANALYSIS IS UTILIZED USING FOUR BASIC TEST. LEGALLY PERMISSIBLE, PHYSICALLY POSSIBLE, FINANCIALLY FEASIBLE, AND MAXIMALLY PRODUCTIVE. BASED ON OUR OBSERVATION THE HIGHEST AND BEST USE WOULD BE FOR SINGLE-FAMILY RESIDENTIAL PURPOSES.

(3) THE GLOBAL OUTBREAK OF A "NOVEL CORONA VIRUS" KNOWN AS COVID-19 WAS OFFICIALLY DECLARED A PANDEMIC BY THE WORLD HEALTH ORGANIZATION (WHO). THE READER IS CAUTIONED, AND REMINDED THAT THE CONCLUSIONS PRESENTED IN THIS APPRAISAL REPORT APPLY ONLY AS OF THE EFFECTIVE DATE(S) INDICATED. THE APPRAISER MAKES NO REPRESENTATIONS TO THE EFFECT ON THE SUBJECT PROPERTY OF ANY UNFORESEEN EVENT, SUBSEQUENT TO THE EFFECTIVE DATE OF THE APPRAISAL.

APPRAISER: Signature:  Name: MICHAEL A. HUTCHINSON, SRA Date Signed: 12/26/2022 State Certification #: RA-111 or State License #: State: MS Expiration Date of Certification or License: 07/31/2023 Effective Date of Appraisal: 12/22/2022	SUPERVISORY APPRAISER: (only if required) Signature: _____ Name: _____ Date Signed: _____ State Certification #: _____ or State License #: _____ State: _____ Expiration Date of Certification or License: _____ Supervisory Appraiser Inspection of Subject Property: ☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior
--	--

Aerial Site Map

Forrest County, MS



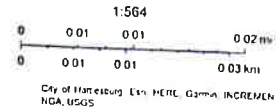
12/19/2022, 1:09:47 PM

Parcels

----- LOTLINE

forrest_ms_ac
forrest_ms_dim
forrest_ms_parcelno Anno

Imagery2015

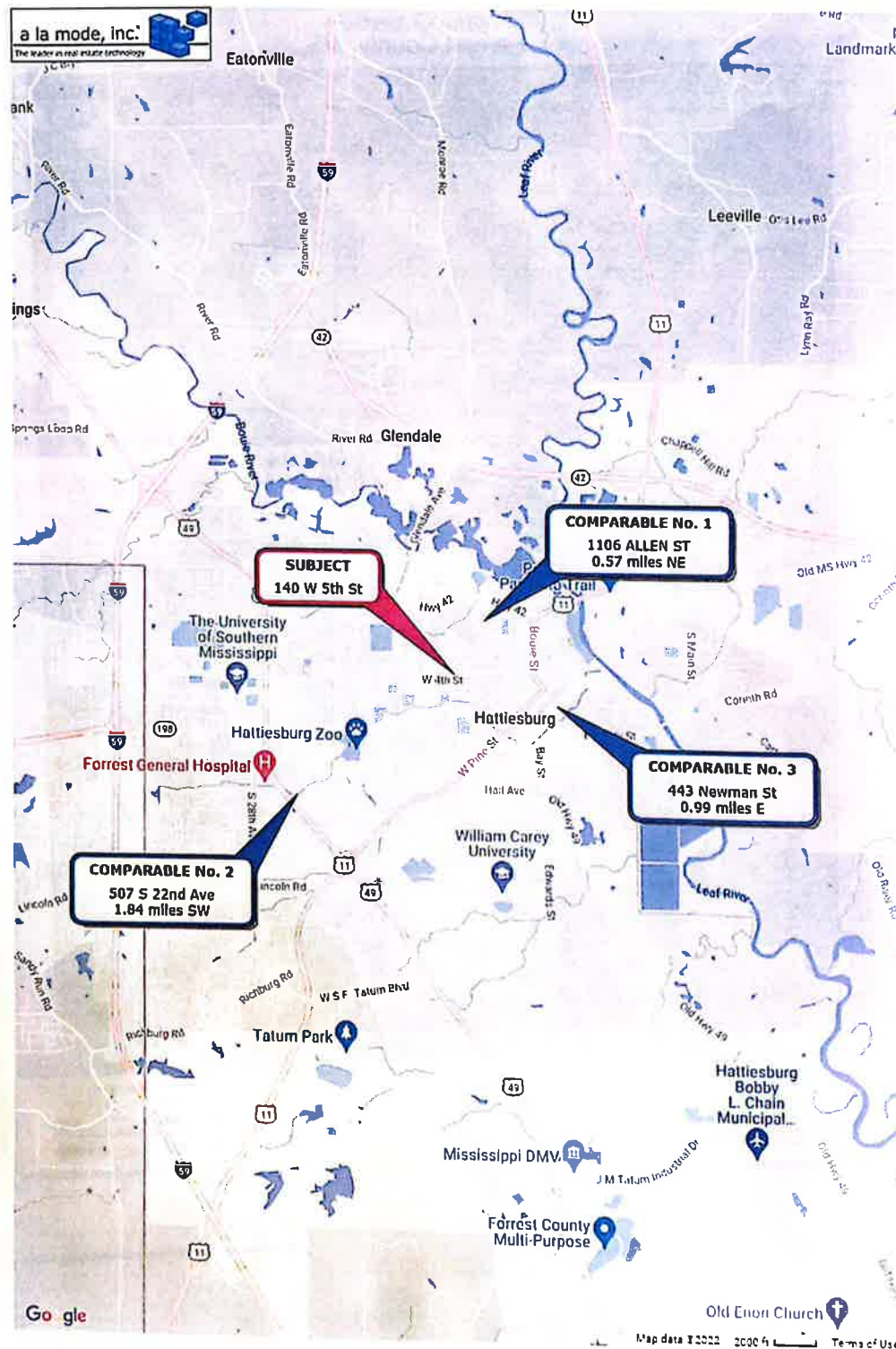


City of Hattiesburg Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Form SCNLGL - "TOTAL" appraisal software by a la mode, Inc. - 1-800-ALAMODE

Location Map

Borrower	CLIENT: MARK RUSSELL				
Property Address	140 W 5TH ST				
City	HATTIESBURG	County	FORREST	State	MS
Lender/Client	MARK RUSSELL			Zip Code	39401



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

Subject Photo Page

Borrower	CLIENT: MARK RUSSELL				
Property Address	140 W 5TH ST				
City	HATTIESBURG	County	FORREST	State	MS
Lender/Client	MARK RUSSELL			Zip Code	39401



View of Site From NE Corner
140 W 5TH ST



View of Site From NW Corner



View of West 5th Street

Qualifications/Resume

Page #1

APPRAISER RESUME

PERSONAL DATA			
Name:	MICHAEL A. HUTCHINSON	Phone Number:	601-820-9390
Company Name:	SOUTHERN MISSISSIPPI APPRAISAL GROUP	Fax Number:	N/A
Address:	605 ADELUNE STREET HATTIESBURG, MS 39401	Certifications:	SENIOR RESIDENTIAL APPRAISER, (SRA) APPRAISAL INSTITUTE CERTIFIED RESIDENTIAL APPRAISAL, RA-111, MISSISSIPPI
PROFESSIONAL MEMBERSHIPS			
SENIOR RESIDENTIAL APPRAISER, APPRAISAL INSTITUTE			
MISSISSIPPI ASSESSMENT EVALUATOR, STATE OF MISSISSIPPI			
EDUCATION			
Name of Institution (HS, College, University, etc.)	Dates Attended	Type of Degree or Certificate	
HAZLEHURST HIGH SCHOOL	1974-1976	HIGH SCHOOL DIPLOMA	
COPIAH-LINCOLN JR. COLLEGE	1976-1978	ASSOCIATES OF ARTS	
UNIVERSITY OF SOUTHERN MISSISSIPPI	1978-1983	BACHELOR OF SCIENCE	
Professional/Technical Courses (Appraisal Related)		Date Completed	Sponsoring Organization
COURSE 101		1999	SOCIETY OF REAL ESTATE APPRAISERS
COURSE 102		1999	SOCIETY OF REAL ESTATE APPRAISERS
NARRATIVE DEMONSTRATION APPRAISAL REPORT		1999	SOCIETY OF REAL ESTATE APPRAISERS
PROFESSIONAL APPRAISAL PRACTICE		1999	SOCIETY OF REAL ESTATE APPRAISERS
SENIOR RESIDENTIAL APPRAISER DESIGNATION		1999	SOCIETY OF REAL ESTATE APPRAISERS/APPR. INSTITUTE
CERTIFIED RESIDENTIAL APPRAISER, RA-111		1991	MISSISSIPPI REAL ESTATE LICENSE & CERTIFICATION BRD
Seminars, Conferences, Clinics Attended		Date Completed	Sponsoring Organization
COMPLEX LITIGATION APPRAISAL STUDIES		2014	APPRAISAL INSTITUTE
7-HOUR NATIONAL USPAP UPDATE COURSE		2014	APPRAISAL INSTITUTE
EVALUATING RESIDENTIAL CONSTRUCTION		2013	APPRAISAL INSTITUTE
UNIFORM APPRAISAL DATASET/FANNIE MAE/FREDDIE MAC		2011	APPRAISAL INSTITUTE
BUSINESS PRACTICES AND ETHICS		2010	APPRAISAL INSTITUTE
ANALYZING THE EFFECTS OF ENVIRONMENTAL CONTAM.		2010	APPRAISAL INSTITUTE
EMPLOYMENT HISTORY			
Employer's Name and Address	Business Title	Dates of Employment	% of Time Dedicated to Appraising
STAN LIGHTSEY APPRAISAL SERVICES	ASSOCIATE APPRAISER	1985-1988	100%
COLLINS, LIGHTSEY AND ASSOCIATES	ASSOCIATE APPRAISER	1988-1988	100%
PIERCE AND HUTCHINSON APPRAISAL GROUP	APPRAISER/PARTNER	1988-1989	100%
SOUTHERN MISSISSIPPI APPRAISAL GROUP	APPRAISER/PRESIDENT	1990-PRESENT	100%
EXPERIENCE SUMMARY			
OUR FIRM HAS EXPERIENCE IN APPRAISING SINGLE-FAMILY AND MULTI-FAMILY PROPERTIES FOR MORTGAGE, MARKETING AND FORECLOSURE PURPOSES. SINGLE-FAMILY AND VACANT LAND PROPERTIES FOR MARKETING, MORTGAGE, RELOCATION, FORECLOSURE, AND ESTATE PURPOSES. WE HAVE BEEN ON THE HUD APPROVED PANEL SINCE THE MID 1990'S AND OUR FIRM HAS ALSO COMPLETED DESK AND FIELD REVIEWS FOR QUALITY ASSURANCE AND INVESTIGATIVE PURPOSES. ANOTHER SEGMENT OF OUR FIRM WORKS WITH TAX ASSESSOR'S IN A CONSULTING CAPACITY TO CREATE COST INDEX AND SMALL/LARGE TRACT LAND STUDIES TO AID IN THE EQUALIZATION OF PROPERTY VALUES WITHIN VARIOUS COUNTIES IN SOUTH MISSISSIPPI. OUR FIRM ALSO WORKS IN THE LEGAL/COURT AREA TO CREATE APPRAISALS ON SINGLE-FAMILY AND VACANT LAND PROPERTIES FOR THE PURPOSE OF EQUITY DISTRIBUTION AND ESTATE PLANNING.			
APPRAISAL COVERAGE AREAS		MARKET AND COST DATA SOURCES	
FORREST, LAMAR, PEARL RIVER, MARION, JEFFERSON DAVIS, JONES, COVINGTON, WAYNE, PERRY, AND STONE COUNTIES		LAUREL MULTIPLE LISTING SERVICE HATTIESBURG MULTIPLE LISTING SERVICE PEARL RIVER COUNTY MULTIPLE LISTING SERVICE	
REFERENCES			
JULIE FRAZIER/APPRAISAL REVIEWER THE FIRST, NA 5299 OLD HIGHWAY 11 HATTIESBURG, MS 39402		SCOTT J. SCHWARTZ, ATTORNEY AT LAW 711 HARDY STREET HATTIESBURG, MS 39401	
DEBBIE MORAN, APPRAISAL REVIEWER HANCOCK BANK 2510 14TH STREET GULFPORT, MS 39501		J. ED MORGAN COMMISSIONER OF REVENUE; MISSISSIPPI STATE TAX COMMISSION 1677 SPRINGRIDGE ROAD RAYMOND, MS 39154	
DEBBIE RICHARDS, TAX ASSESSOR WAYNE COUNTY COURTHOUSE WAYNESBORO, MS 39367		ANDY BLAKE U.S. DEPARTMENT OF HOUSING 100 WEST CAPITOL STREET JACKSON, MS 39269	
SIGNATURE OF APPRAISER: _____		DATE: _____	

Form APR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

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



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, March 7, 2023
Re: Adopt a Resolution requesting the Mississippi Department of Transportation to initiate the Gordon's Creek Pathway at the VFW Project and authorize the Mayor to sign the accompanying request letter.
File Number: 2023-164
Minute Book #

Summary

Recommendation Statement

I recommend approval of this item.

Please place this on the March 7, 2023 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

March 7, 2023

David H. Seyfarth, P.E.
Special Projects Engineer
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740

Reference: GORDON'S CREEK PATHWAY AT THE VFW PROJECT
CITY OF HATTIESBURG, MISSISSIPPI
PROJECT INITIATION REQUEST

Dear Mr. Seyfarth,

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk, a pedestrian underpass at the Norfolk Southern rail line, and site amenities along Gordon's Creek between Ronie Street and west of Walnut Street.

Enclosed please find a copy of the resolution adopted by the City on March 3, 2023 which requests that the project be initiated by MDOT, vicinity map, award letter from the Transportation Commission, functional classification map, a copy of the LPA's Certificate, and our most recent audit report.

The point of contact for the City of Hattiesburg regarding the project will be Ann Jones (annjones@hattiesburgms.com), Chief Administrative Officer. Ms. Jones may be reached at 601-545-4503 and will serve as the Project Director. Hunter White (hwhite@hattiesburgms.com), Interim Director of Transportation and Engineer, may be reached at 601-545-4540 and will serve as the Project Manager. I will serve as the LPA Official and can be reached at 601-545-4501 or mayor@hattiesburgms.com.

Thank you for your consideration and assistance in this matter.

Sincerely,

Toby Barker
Mayor, City of Hattiesburg
Enclosures

**CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
Gordon's Creek Pathway at the VFW Project**

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Gordon's Creek Pathway at the VFW Project, described herein; and

WHEREAS, the project will include a sidewalk, a pedestrian underpass at the Norfolk Southern Rail line, and site amenities along Gordon's Creek between Ronie Street and west of Walnut Street; and

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

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are \$1,064,925.00

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

The Mayor and City Council request that the Mississippi Department of Transportation initiate the Gordon's Creek Pathway at the VFW Project.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 7th day of March 2023.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of March 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, March 7, 2023
Re: Approve Lighting Agreement with Mississippi Power to provide additional lighting for a monthly cost increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.
File Number: 2023-168
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power to provide additional lighting for a monthly cost increase in pricing for the following locations per attached documents: 401 S 32nd Ave & JC Killingworth; and authorize the Mayor to execute the same.

Recommendation Statement

Please place this on the March 7, 2023 City Council meeting for consideration.

DATE:

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT #
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, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/FAX/ 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-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE:By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
LED FIXTURES		
50 WATT LED	I 4	JC Killingsworth
90 WATT LED	I 1	Savings of \$6.76
110 WATT LED		
190 WATT LED		
OTHER FIXTURES		
150 WATT COBRA	R 4	

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

PLEASE FAX 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.

DATE: 2/15/23

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, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/FAX/ 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-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS				
LED FIXTURES						
50 WATT LED	<table><tr><td></td><td></td></tr></table>			<table><tr><td></td></tr></table>		
90 WATT LED	<table><tr><td></td><td></td></tr></table>			<table><tr><td>401 S 32nd Ave \$11.32 per month increase</td></tr></table>	401 S 32nd Ave \$11.32 per month increase	
401 S 32nd Ave \$11.32 per month increase						
110 WATT LED	<table><tr><td></td><td></td></tr></table>			<table><tr><td></td></tr></table>		
190 WATT LED	<table><tr><td></td><td></td></tr></table>			<table><tr><td></td></tr></table>		
OTHER FIXTURES						
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NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX 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:

cc:

Date: Tuesday, March 7, 2023

Re: Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period of March 1, 2023 through February 28, 2024. (Agreement number GM000673 Amendment No.19) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts and authorize the Mayor to execute the same.
File Number: 2023-156
Minute Book #

Summary

Recommendation Statement

Please place this on the March 7, 2023 City Council meeting for consideration.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI (SOUTHERN MISS)
AND
CITY OF HATTIESBURG
AGREEMENT NUMBER SOUTHERN MISS-GM000673
AMENDMENT NUMBER 019**

The purpose of this amendment is to incorporate modifications as follows:

MODIFICATION:

EXTENSION:

The project period is extended.

The new project period is March 1, 2023 through February 28, 2024

ADDITIONAL FUNDS:

\$60,000 is added to the project. The total project amount is \$800,000.

All other terms and provisions remain unchanged.

CITY OF HATTIESBURG

Honorable Toby Barker
Mayor

Date

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Marcia Landen
Associate Vice President for Research

Date

EDUCATIONAL AND COMMUNITY OUTREACH PROGRAM

The purpose of this proposal is to create a model educational and community outreach program, one that will be a model university/community partnership unlike any other in the state and more extensive than most in the nation. Partnership support from the City of Hattiesburg would be used specifically to produce our educational and community outreach concerts. Municipal funds would be used to fund the following five things:

1. An educational and community outreach coordinator.
2. Free professional quality concerts and/or recitals in community centers
3. Free professional quality concerts and/or recitals in nursing homes and assisted living centers in the city
4. Free professional quality concerts and/or recitals for public and private schools.
5. Support for special community and educational outreach projects such as FestivalSouth, the most extensive community and educational outreach in which we participate.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 7, 2023
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: 2023-152
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of this item.

Please place this on the March 7, 2023 City Council meeting for consideration.



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 7th day of March, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Lucile Reed of 421 N 19th Avenue, 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 **421 N 19th Avenue** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **421 N 19th 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 waiver of all claims by the Contractor except those preciously made in writing and still unsettled.

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



8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to **421 N 19th 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 _____, 2023.

Lucile Reed

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: March 7, 2023

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, Lucile Reed of 421 N 19th 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 _____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), , Lucile Reed of 421 N 19th Avenue is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **421 N 19th 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: March 7, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 421 N 19th Avenue – Lucile Reed

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg's CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment with Invoice*, and when applicable the *Lien Waiver and Release of Lien* Waivers must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$14,995.00**. *** ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 7th day of March, 2023.

Lucile Reed, Signature

Date

Other Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 7th day of March, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Ann Barnes of 115 Townsend Street, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **115 Townsend Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **115 Townsend 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 two hundred twenty dollars (\$14,220.00) subject to any written additions or deductions provided and incorporated herein, in accordance

with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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



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

5. CORRECTION OF WORK

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

6. TERMINATION BY THE OWNER

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

7. PAYMENTS/DRAWS

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

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

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

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



8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to **115 Townsend 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 _____, 2023.

Ann Barnes	_____	Date	_____	Homeowner	_____	Date	_____
------------	-------	------	-------	-----------	-------	------	-------

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: March 7, 2023

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, **Ann Barnes of 115 Townsend 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 _____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), , **Ann Barnes of 115 Townsend Street** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **115 Townsend Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: March 7, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 115 Townsend Street – Ann Barnes

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg’s CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers’ and suppliers’ written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment* with *Invoice*, and when applicable the *Lien Waiver* and *Release of Lien* *Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$14,220.00**. ***ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 7th day of March, 2023.

Ann Barnes, Signature	Date	Other Homeowner, Signature	Date
City of Hattiesburg – Witness	Date		



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Chief of Police

cc:

Date: Tuesday, March 7, 2023

Re: Authorize the submission of a grant application to the Asbury Foundation for the Hattiesburg Police Department K-9 Program, for the purchase of one (1) dual-purpose K-9 at \$13,000 and authorize the Mayor to execute in duplicate.
File Number: 2023-146
Minute Book #

Summary

Asbury Foundation Grant Application – HPD K-9 Program

Recommendation Statement

I recommend authorization of the submission of a grant application to the Asbury Foundation for the Hattiesburg Police Department K-9 Program, for the purchase of one (1) dual-purpose K-9 at \$13,000.

Please place this on the March 7, 2023 City Council meeting for consideration.

Hattiesburg Police Department K-9 Program Expansion

Program Budget

Item	Cost per Unit	Quantity	Total Cost	Proposed Funding Source
Dog	\$13,000.00	1	\$13,000.00	Asbury Foundation
TOTAL			\$13,000.00	

Total requested from Asbury Foundation: \$13,000

Budget Narrative

The Hattiesburg Police Department is looking to purchase a weapon, ammunition and bomb detection K9 due to the passing of our former K9. All additional costs such as, veterinarian and food and housing expenses are already owned and handled by the Hattiesburg Police Department's general fund budget. This also includes, but not limited to the following; general supplies and equipment for the dogs such as, collars, leashes, bulletproof vests, and water and food bowls.

Additionally, the Police Department already owns all of the equipment and supplies needed to train dogs. The training of the dogs and officers will be conducted at the Hattiesburg Police Department's Training Academy by Lieutenant Stephon Richardson, a certified K-9 trainer currently employed by the Police Department, so no extra cost will be incurred for training.

The future K-9 handler will be chosen from officers who are currently employed by Hattiesburg Police Department, and the officer will not receive an increase in pay after becoming a K-9 handler.

Dog. One untrained dog will be purchased from approved breeders. This dog will most likely be either German Shepherd or Belgian Malinois, as these are the most commonly utilized breeds for police dogs.

Sustainability. The cost for the veterinarian, food, equipment needed for the K9, training, and everyday items are already accounted for in the Hattiesburg Police Department's budget, and HPD will continue to assume these costs for the K9, if granted.

The Hattiesburg Police Department is allotted approximately the amount of money each year for their operating budget, which amounts in the ballpark of \$13 million, not including grants, fines and forfeitures. This is not expected to change over the course of the next three years. Once the K9 is purchased, the cost of the K9 program, should be the same each year. The following expenses are already covered in the department's budget and not accounted for

separately from the K9 program: cruiser maintenance, repair, and fuel; officer salaries; training, as well as the other day-to-day items for the K9. Money received from the fines and forfeitures (which is unpredictable) is set aside for equipment purchases, and will be used to purchase any needed replacement equipment for the K9 program.

Summary of Proposal

In order to better serve and protect the residents of Hattiesburg and surrounding counties, the Hattiesburg Police Department proposes to expand its current K-9 program to have a dual-purpose police dog to replace the one that recently passed away.

The Hattiesburg Police Department is requesting the funds from Asbury Foundation to purchase a dual-purpose K-9 with an estimated cost of \$13,000.

Once the dog is purchased and the K-9 officer is selected, the dog and officer team will undergo an initial three-month training together with Lieutenant Stephon Richardson at the Hattiesburg Police Department Training Academy. Any ongoing training will also be conducted at the Training Academy. In addition to assuming the cost of training the police dogs and K-9 handlers, the Hattiesburg Police Department will also assume the responsibility of providing for any other needs associated with the K-9 program, including equipment and supplies for the dogs, veterinary expenses, officer salaries, etc.

The Hattiesburg Police Department is comprised of over 100 police officers across four shifts. The current K-9 program in place consists of two dual-purpose dogs and one specialty-trained bomb detection dog. A dual-purpose dog is one that has been trained to detect drugs as well as apprehend criminals, while the only job of the bomb detection dog is to detect bombs. Since there are four patrol shifts and only two dual-purpose dogs, a K-9 officer is not always readily available. When this situation occurs, the Hattiesburg Police Department has to request assistance from other agencies and wait for K-9 support, losing valuable time in the process. With the addition of the dog, each patrol shift would be able to benefit from having its own K-9 team. Police dogs provide a wide range of benefits and can be used for a variety of tasks. Not only are they skilled at detecting drugs, but they can also be used to apprehend criminals, conduct missing searches, protect officers, conduct building searches, locate evidence, identify suspects, assist with traffic stops, and participate in K-9 demonstrations at local schools. Expanding the K-9 program would also make the Hattiesburg Police Department more readily able to provide assistance to surrounding counties and law enforcement agencies in need of K-9 support.

COVER SHEET(You may reproduce this form on your computer.) Please fill out **completely.**Date of Application: 3/21/2023**ORGANIZATION INFORMATION**website: www.hattiesburgms.com

City of Hattiesburg - Hattiesburg Police Department

Legal Name of Organization

P.O. Box 1898

jmoore@hattiesburgms.com

Address

Email address

Hattiesburg, MS 39403-1898

601-545-4544

City, State, Zip

Telephone

FAX

Individuals Responsible:

Toby Barker

Mayor

601-545-4601

President or Chief Executive Officer

Title

Direct Dial Phone #

Adam Moore

Grant Coordinator

601-545-4544

Contact person (if different)

Title

Direct Dial Phone #

Organization Description: (2-3 sentences)

Is your organization an IRS 501(c)(3) not-for-profit?

☐

YES

☒

NO

EIN# 64-6000432If no, is your organization a public agency/unit
of government or religious institution:☒

YES

☐

NO

If no, name of fiscal agent (fiscal sponsor): City of Hattiesburg**AMOUNT AND TYPE OF SUPPORT REQUESTED**

The dollar amount being requested:

\$ \$13,000

Funds are being requested for (make sure the funder provides the type of support you are requesting, then check the appropriate line):

☐

general operating support

☒

capital

Other: _____

☐

project support

☐

endowment

☐

start-up costs

☐

technical assistance

If a project, give project duration _____ Month _____ Year to _____ Month _____ Year

If operating support, fiscal year: _____ Month _____ Year to _____ Month _____ Year

BUDGET

Total annual organization budget:

\$ 13,119,329 (HPD)

Total project budget (for support other than general operating):

\$ \$13,000**PROPOSAL SUMMARY**

(If operating or start-up support, relate to the organization. If project and other support, relate to the project.)

Project name (if applying for project support): Hattiesburg Police Department K-9 Program

Please give a 2-3-sentence summary of the request:

The Hattiesburg Police Department is requesting funds from the Asbury Foundation for the purchase of one (1) K-9. HPD will assume all costs for veterinarian, food, equipment needed for the K9, training, and everyday items.

Geographic area served: Hattiesburg, MSPopulation served: 46,098

Disclose any relationship with a Board Member or Members:

Three City Council Members (Jeffrey George, Carter Carroll, and Mary Dryden) are acquainted with Bill Ray.

AUTHORIZATIONPresident or Chief Executive Officer and/or Board Chair (title): Mayor Toby Barker

Signature: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Adam Moore, Grants Coordinator

cc: Ann Jones

Date: Tuesday, March 7, 2023

Re: Authorize the submission of a grant application to the Department of Public Safety's Project Safe Neighborhood for the Hattiesburg Police Department, for the purchase of equipment, with a total estimated cost of \$57,605.54 and authorize the Mayor to execute in duplicate.
File Number: 2023-157
Minute Book #

Summary

Authorize the submission of a grant application to the Department of Public Safety's Project Safe Neighborhood for the Hattiesburg Police Department, for the purchase of equipment, with a total estimated cost of \$57,605.54.

Recommendation Statement

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

Please place this on the March 7, 2023 City Council meeting for consideration.

Project Safe Neighborhood Proposal Summary

To better serve and protect residents of Hattiesburg, the Hattiesburg Police Department requests grant funding from the Department of Public Safety through the Project Safe Neighborhood grant for equipment to aide in the investigation and successful prosecution of offenders. The Hattiesburg Police Department is requesting funds from the Department of Public Safety to purchase ten (10) NOLA cameras at \$890 per unit, four (4) ballistic shields at \$2,000.44 per unit, four Mavic Enterprise advanced drones at \$7,273.95 per unit, two (2) Nightvision Trybe Optics PVS-14 Gen 3 at \$2,899 per unit, two (2) AGM StingIR-384 thermal monocular at \$2,795 per unit, and two (2) digital voice recording watches at \$109.99 per unit, with a total estimated cost of \$57,605.54.

The Hattiesburg Police Department's ability to independently investigate and reduce violent crimes has diminished due to the lack of updated equipment. Crime statistics from the past ten years have shown a 41% increase in violent crimes and a 15% decrease in clearance rates of investigators. Of the 190 reported violent crimes in 2021, 75 were conducted with handguns or firearms.

HPD requests a total of 4 Mavic Enterprise Advanced Thermal Drones. These would allow for continued surveillance operations, conducting multiple operations at once, and reduce the amount of redundancies for broken equipment. These actions would improve officer safety and allow for undetected surveillance and recording of crimes.

In addition to drones, 10 NOLA cameras are being requested to bolster the current cameras in use. These NOLA cameras result in the timely arrests of violent offenders and successful prosecution to help remove more violent criminals from the community and will reduce the times repeat offenders are released back into the community.

The Hattiesburg Police Department also requests ballistic shields and night vision optics to increase officer safety and provide 24-hour operations with quicker rates of identifying perpetrators. Current buy/bust surveillance equipment is approximately 20 years old with limited functionality. A recent murder-for-hire investigation required Hattiesburg detectives to borrow surveillance equipment from a neighboring agency. The addition of these technologies will assist investigators in making accurate, timely, and safe arrests of violent criminals. The introduction of buy/bust recordings, as well as video footage from NOLA cameras and drones will bolster investigators cases, which will reduce the amount of cases that go to prolonged trials. In addition to making the City of Hattiesburg safer, this will also reduce costs of long man-hours during investigation and trials.

Hattiesburg Police Department PSN Program Budget Narrative

Program Budget

Expense	Cost per Unit	Quantity	Total Cost	Proposed Funding Source
NOLA Cameras	\$890.00	10	\$8,900.00	Dept of Public Safety
Ballistic Shields	\$2,000.44	4	\$8,001.76	Dept of Public Safety
Mavic Enterprise Advanced Drone	\$7,273.95	4	\$29,095.80	Dept of Public Safety
Nightvision Trybe Optics PVS-14 Gen 3	\$2,899.00	2	\$5,798.00	Dept of Public Safety
AGM StingIR-384 Thermal Monocular	\$2,795.00	2	\$5,590.00	Dept of Public Safety
Digital voice recording watch	\$109.99	2	\$219.98	Dept of Public Safety
Total Requested	\$57,605.54			

Budget Narrative

The extra expense to the Hattiesburg Police Department will be the purchase of additional NOLA cameras, ballistic shields, UAS drones, night vision optics, thermal optics, and digital voice recording watches. The cameras will bolster the already existing NOLA infrastructure throughout the city, and the additional ballistic shields will help outfit special operations and project safe neighborhood operatives in the execution of high-risk warrants. The drones, optics and digital recording watches will advance the departments current surveillance and recording capabilities and improve officer and civilian safety. The Hattiesburg Police Department has their own coordinator for the NOLA cameras and drones to ensure that routine maintenance is conducted and repairs are completed expeditiously.

NOLA Cameras. The Hattiesburg Police Department will purchase ten project NOLA cameras. The cameras will be placed throughout the city in high-crime areas and areas of special concern. The cameras upload wirelessly through 4G Peplink Routers to a website that is monitored by Dispatch, Detectives, Special Ops and the NOLA coordinator.

Ballistic Shields. 4 United Shield ERT Ballistic Shields will be purchased. 2 will be issued to special operations officers, 1 to detectives, and 1 to the project safe neighborhood agent, Detective Dunaway. These shields offer level IIIA protection for the officers and come equipped with an LED light that lasts 2-4 hours with 1200 Lumens.

Mavic Enterprise Advanced Thermal Drones. 4 Mavic Enterprise Advance Thermal Drones will be purchased by the Hattiesburg Police Department. They will come with 4 intelligent flight batteries each, 1 battery charger each, 1 car charger each, a spotlight, loudspeaker, nighttime beacon, 1 smart controller each, 1 hard case each, 1 year of DJI care insurance. Additionally, they will have free lifetime customer care and tech support, airdata fleet management for up to 5 drones and free one day hardware training.

Trybe optics PVS-14 Gen 3 Night Vision. HPD will purchase 2 Night Vision PVS-14 monoculars. The Trybe Optics PVS-14 Night Vision Monocular is a versatile Night Vision Monocular widely used by the US Military. The Trybe Optics PVS-14's lightweight, single-battery design, Pinnacle image intensifier tube technology, and variable gain control allows the operator to increase or decrease image tube brightness for greater image contrast in varying light conditions.

AGM Sting IR-384 Thermal Monocular. HPD will purchase 2 AGM StingIR-384 Thermal monoculars. The StingIR miniature observational thermal monocular is equipped with a 384×288 12μm high-sensitivity infrared detector and a high-resolution OLED display. The StingIR is a full-featured unit, weighing less than 7 ounces. The monocular can be helmet mounted for hands-free operations or used as a standalone handheld device. The StingIR can also be used as a stand-alone thermal scope or thermal clip-on

Digital voice recording watch. HPD will purchase 2 Multi-functional Digital Voice recording watch for Buy / Bust operations. The watch utilizes a fitness band's body style and offers an audio pickup range of roughly 40 feet. The watch has a voice-activation feature and can offer up to 18 hours of use. The watch audio recorder utilizes internal storage of 8GB memory that can store up to 583 hours of audio recordings.



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY DIVISION OF PUBLIC SAFETY PLANNING

SUBGRANT APPLICATION SUMMARY

DPSP USE
ONLY

Grant No.

1. Applicant (Name, Address, Zip, Phone, Email) Lt. Neal Rockhold 1410 West Pine St Hattiesburg, MS 39401 601-506-4988 nrockhold@hattiesburgms.com		2. Project Director (Name, Address, Zip, Phone) Cpt. Daniel Miller 1 Government Plaza Hattiesburg, MS 39401 601-545-4971		3. Financial Officer (Name, Title, Address, Zip, Phone) Destiny Jackson Purchasing agent 1 Government Plaza Hattiesburg, MS 39401 601-545-4506	
4. Project Title FY 2023 Project Safe Neighborhood			5. DUNS Number: <u>N4XZJLJ9AVM1</u> Tax ID. Number: <u>646000432</u>		
6. Type of Application ☒ Initial ☐ 2 nd Yr. or ☐ ____ Yr. Funding ☐ Continuation of Grant No. _____			7. Desired Project Duration <u>12</u> Months Start Date: 01APR23 End Date: 31MAR24		
8. Brief Project Summary (required) The Hattiesburg Police Department seeks to enhance capabilities to combat violent crimes and gun offenses through the use of new technology and expansion of officer protection assets. Adding assets to monitor situations remotely as well as equipment to aide in obtaining evidence to ensure prosecution of offenders.					
9. Budget Category		Requested		Approved by DPSP	
a. Personnel					
b. Fringe Benefits					
c. Equipment		\$57,605.54			
d. Travel					
e. Operating Expense					
f. Contractual Services					
g. Miscellaneous					
Total Project Budget					
10. Source of Funds		Federal	%	St/Local Match	%
Requested Budget		\$57,605.54	100		
11. Number of pages in this application		10			

Chief Administrative Officer (Signature and Date)

Project Director (Signature and Date)

Chief Administrative Officer (Type or Print)

Financial Officer (Signature and Date)



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE
ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART I. STATEMENT OF PROBLEM

Total population – 47,068 (<https://www.census.gov/quickfacts/hattiesburgcitymississippi>)

Gang population – 1,265 / 2.7% of population (interact RMS database)

Number of officers – 91 / .2% of population (interact RMS database)

Number of detectives – 11 (interact RMS database)

Case load – 454 total current cases, 41 cases per detective (interact RMS database)

City of Hattiesburg violent crimes statistics over the past 10 years: 79 violent crimes reported in 2011, with 37 cases cleared equating to a 47% clearance rate. In 2021, the violent crime increased to 190 cases with 61 cases cleared equating to a 32% clearance rate. In this ten-year period, the crime statistics showed a 41% increase in violent crimes and a 15% decrease in clearance rate. Of the 190 reported violent crimes in 2021, 75 were conducted with handguns or firearms. (Federal bureau of investigations crime data explorer). Over the last five years, the Hattiesburg Detective Division was assigned a total of 3,150 cases each year. According to an abstract written by William Prummel, (Allocation of Personnel: Investigations, published in End Violence Against Women International. <https://evawintl.org/wp-content/uploads/FDLEDetectivecaseload.pdf>, accessed 26FEB2023) an average case load for person crimes is 6-9 a month and an average case load for property crimes is 12-15 cases a month. Hattiesburg detectives assigned to person crimes in 2022 were assigned roughly 11 cases a month, whereas property crimes detectives were assigned upwards of 30 cases a month. The addition of any equipment to expedite the investigation process is in dire need if Hattiesburg detectives are to maintain a high clearance rate.

The City of Hattiesburg Police Department suffers from a lack of equipment: drones and surveillance equipment. Buy/bust surveillance equipment is approximately 20 years old with limited functionality. A recent murder-for-hire investigation required that Hattiesburg detectives borrow surveillance equipment from a neighboring agency.

HPD currently has no operational drones. This grant is requesting a total of 4 Mavic Enterprise Advanced Thermal Drones. This would allow for continued surveillance operations, multiple operations at once, and redundancies for broken equipment. Each drone would come with 3 batteries, which last approximately 33 minutes. Having drones deployed in a staggered timeline would allow for detectives to maintain surveillance with at least one drone while the second returns for a battery change. This would improve officer safety and allow for undetected surveillance.

No investigator has a ballistic shield and must rely on special ops or special tactics and rescue team (STAR) for execution of warrants. Ballistic shields that the department owns are over 10 years old and in need of replacement. The police department currently only has five members on its special operations team and the STAR team is not full time, so officers would have to be called in. This creates a delay in waiting for equipment, which could be hazardous in cases that must be executed in a time constrained environment.

Multiple vendors will be sourced for the purchase of all equipment. Quotes will be requested, and the lowest bidder will be who the equipment is purchased from. Items will be placed on the department inventory and accounted for each year.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE
ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART II. OBJECTIVES AND PROJECTED IMPACT

A. OBJECTIVES

Twelve (12) months after project implementation in the community, there will be at least a 10% reduction in violent crimes compared with the same data from the same period for the previous year.

Purchase of 10 Project NOLA cameras and equipment, buy/bust surveillance equipment, ballistic shields, and 4 thermal drones.

CHANGE: HPD will increase its surveillance and response capabilities.

GROUP: Criminal Investigations Division.

LEVEL of CHANGE: Addition of 10 cameras, 4 ballistic shields, 4 drones and buy/bust surveillance equipment.

B. PROJECTED IMPACT

System Change: Improvement to surveillance capabilities of the Hattiesburg Police Department will aide investigators in the identification, apprehension and prosecution of violent offenders.

Relevance of Results: Timely arrests of violent offenders, coupled with successful prosecution, will remove more violent criminals from the community, and reduce the times repeat offenders are released back into the community.

Cost of Reduction: Increased surveillance capabilities will reduce the amount of time that investigators will have to spend on each case. The addition of video evidence will also reduce the number of cases that go to trial.

Offender Change: With the knowledge of increased surveillance cameras throughout the community, offenders will not feel as open about committing violent crimes in well populated areas.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE
ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART III. IMPLEMENTATION

- A. During the first three months of the project, quotes for equipment will be requested and then submitted to the department purchasing agent for processing. Cameras and other equipment are expected to arrive in the second to third month of the project. Installation will begin as soon as the equipment is on hand. Access to these resources will be made immediately available to the criminal investigations, METRO narcotics, PSN task force, and special operations teams. As suspects are identified and cases built, round-ups and saturation details will be conducted to apprehend wanted individuals. These investigations and round-ups will continue throughout the rest of the project year. The drones will be equipped with thermal capabilities to conduct pre-operation surveillance and track fleeing suspects.
- B. Tasks or various individual activities which will be performed in the order in which they will occur and indicate the month in which it is anticipated the task will begin and the month in which it will be completed.
1. Obtain equipment (first and second months).
 2. Install / distribute equipment (second and third months).
 3. Conduct investigations and round-ups using equipment (third month - twelfth month).
- C. Bar Task Timetable.

TASK TO BE PERFORMED	MONTHS IN PROJECT PERIOD											
	01	02	03	04	05	06	07	08	09	10	11	12
1. Obtain equipment	-----											
2. Install / distribute equipment		-----										
3. Conduct investigations and round-ups using equipment			-----									

- D. Attach a current resume for each person employed in the conduct of grant activities.
- F. Include an organizational chart associated with the project.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

SUSTAINABILITY PLAN

DPSP USE
ONLY

Grant No.

PART IV:

This proposal is requesting equipment that is primarily a one-time purchase. If federal funding is no longer available, the only continuing financial obligations that the Hattiesburg Police Department will be responsible for are network licenses for the NOLA cameras and internet router service. With federal aid used to purchase the cameras and routers, additional monies will be available to pay these licenses and service fees.

The NOLA cameras will tie into the department's current infrastructure of NOLA cameras deployed throughout the city. The cameras are incredibly rugged and designed to withstand lightning strikes. The NOLA cameras are monitored by an assigned department coordinator, who works with multiple agencies, electric companies, and Project NOLA personnel to maintain the cameras. Some of the oldest cameras were purchased approximately five years ago and they are still in good working order. These cameras will be of use to the department for several years to come.

According to DJI, the Mavic Enterprise Advance Drones can maintain operational capabilities for two to three years depending on maintenance and conditions the drones are flown in. The brushless motors can last from 150 flight hours to over 1,000 flight hours. DJI offers a DJI care insurance program to assist in repairing any damage sustained and the police department has regulations in place for the care and maintenance of any drones in operations. The drones are managed by the department UAS coordinator, and all pilots are FAA Part 107 certified.

The night vision and thermal optics are of a military grade product. With proper care, they will remain in use indefinitely.

Overall, the equipment request from this grant has the capability to remain in use for the next 3 years at a minimum.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY

DPSP USE
ONLY

Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT		
TOTAL EQUIPMENT	\$57,605.54	
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET	\$57,605.54	

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	\$57,605.54	100				
APPROVED BUDGET						

Budget Prepared By: Lt. Neal Rockhold



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET NARRATIVE

DPSP USE
ONLY

Grant No.

PART VI:

EQUIPMENT:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	= Total Equipment \$ <u>8,900.00</u>
NOLA Cameras	10	\$890.00	\$8,900.00	
<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	= Total Equipment \$ <u>8,001.76</u>
Ballistic Shields	4	\$2,000.44	\$8,001.76	
<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	= Total Equipment \$ <u>29,095.80</u>
Mavic Enterprise Advanced Drone	4	\$7,273.95	\$29,095.80	
<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	= Total Equipment \$ <u>5,798.00</u>
nightvision Trybe Optics PVS-14 Gen 3	2	\$2,899.00	\$5,798.00	
<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	= Total Equipment \$ <u>5,590.00</u>
AGM StingIR-384 Thermal Monocular	2	\$2,795.00	\$5,590.00	
<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	= Total Equipment \$ <u>219.98</u>
Digital voice recording watch	2	\$109.99	\$219.98	

Total Equipment Cost: \$57,605.54

H. **TOTAL PROJECT BUDGET:** \$57,605.54



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

**DPSP Use
Only**

Grant No.

PART VII: EVALUATION PLAN

Throughout the course of this project, documents will be maintained to keep track of arrests and identifications made through the use of the NOLA cameras, as well as arrests made through the use of drone surveillance and buy / bust equipment. The program will be validated monthly by tracking violent crime numbers at COMPSTAT meetings and follow-ups.

Shared network files have been created so that investigators can upload all incidents where the use of a NOLA camera and buy / bust equipment has aided in their investigation. These records are maintained by the NOLA coordinator and provided to the department grant personnel for validation purposes.

UAS drone pilots are required to complete after action reports for each deployment. These reports are kept by the department UAS coordinator, who then provides them to the department grant personnel for validation purposes.

At the end of the twelve-month grant period, the monthly and yearly violent crime numbers will be calculated in the COMPSTAT meeting with administration. The monthly meetings will allow for timely and accurate deployment of assets, where the yearly meeting will confirm or deny if the program has been successful in reducing crime.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

NON-SUPLANT CERTIFICATION

DPSP Use
Only

Grant No.

PART VIII:

The Hattiesburg Police Department (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: _____
(Chief Executive Officer)

Title: _____

Date: _____



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

**DPSP USE
ONLY**

Grant No.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PART IX:

- A. The Hattiesburg Police Department (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name _____

Address _____

Title _____

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

- B. The Hattiesburg Police Department (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, March 7, 2023
Re: Acknowledge bids received January 12, 2023 for the Arcadia-Sunset Water Improvements Phase II project and accept the bid from Jay Bearden Construction in the amount of \$647,826.50 and authorize the Mayor to execute contracts when prepared.
File Number: 2023-173
Minute Book #

Summary

Acknowledge bids received January 12, 2023 for the Arcadia-Sunset Water Improvements Phase II project and accept the bid from Jay Bearden Construction in the amount of \$647,826.50; Authorize the mayor the execute contracts when prepared.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 7, 2023 City Council meeting for consideration.



Engineering Progress

January 12, 2023

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

Attn: Hunter White

RE: Arcadia-Sunset Water Improvements
City of Hattiesburg, MS

Dear Hunter:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on January 12, 2023 for the above referenced project.

I am recommending Jay Bearden Construction of Richland, MS in the bid amount of Six Hundred Forty-Seven Thousand, Eight Hundred Twenty-Six Dollars and Fifty Cents (\$647,826.50).

Enclosed is a copy of the original bid from Jay Bearden Construction and original bids from all other bidders.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', written over a circular blue stamp or seal.

Shea E. McNease, P.E.
Project Engineer

/sm

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

G:\PROJECTS\Hattiesburg_City Of\12229 - Arcadia-Sunset Water Improvements\2. Corres\12229_Recommend Award.Docx

BID TAB				January 12,2023		Jay Bearden Construction		Grady Crawford Construction		T.L. Wallace Construction	
Project:		Arcadia-Sunset Water Improvements		P.O. Box 180428 Richland, MS 39218		P.O. Box 967 Baton Rouge, LA 70821		4025 Hwy 35 North Columbia, MS 39429			
Project No.		12229									
BASE BID											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	6" C-900 PVC (DR-18) (Open Cut)	3760	LF	\$30.00	\$112,800.00	\$39.00	\$146,640.00	\$42.90	\$161,304.00		
2	6" C-900 PVC (DR-18) (Bored)	40	LF	\$110.00	\$4,400.00	\$74.00	\$2,960.00	\$45.00	\$1,800.00		
3	Tracer Wire System for Water	1	LS	\$14,500.00	\$14,500.00	\$13,000.00	\$13,000.00	\$25,000.00	\$25,000.00		
4	Cut and Cap Existing Lines	9	EA	\$470.00	\$4,230.00	\$375.00	\$3,375.00	\$1,582.00	\$14,238.00		
5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	2	EA	\$1,650.00	\$3,300.00	\$1,200.00	\$2,400.00	\$2,640.00	\$5,280.00		
6	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	6	EA	\$5,300.00	\$31,800.00	\$5,165.00	\$30,990.00	\$3,930.00	\$23,580.00		
7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	3	EA	\$5,100.00	\$15,300.00	\$5,179.00	\$15,537.00	\$3,945.00	\$11,835.00		
8	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	3	EA	\$2,250.00	\$6,750.00	\$1,655.00	\$4,965.00	\$2,233.00	\$6,699.00		
9	6" Gate Valve	8	EA	\$2,000.00	\$16,000.00	\$2,359.00	\$18,872.00	\$1,640.00	\$13,120.00		
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	10	EA	\$7,300.00	\$73,000.00	\$6,792.00	\$67,920.00	\$5,570.00	\$55,700.00		
11	Removal of Existing Fire Hydrant	5	EA	\$400.00	\$2,000.00	\$1,000.00	\$5,000.00	\$1,084.00	\$5,420.00		
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	35	EA	\$520.00	\$18,200.00	\$678.00	\$23,730.00	\$465.00	\$16,275.00		
13	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	1	EA	\$1,560.00	\$1,560.00	\$455.00	\$455.00	\$665.00	\$665.00		
14	Residential Service Tubing (Open Cut) (All Sizes)	310	LF	\$6.00	\$1,860.00	\$7.00	\$2,170.00	\$4.75	\$1,472.50		
15	Residential Service Tubing (Bored) (All Sizes)	350	LF	\$15.50	\$5,425.00	\$14.00	\$4,900.00	\$25.00	\$8,750.00		
16	Commercial Service Tubing (Open Cut) (All Sizes)	10	LF	\$9.25	\$92.50	\$44.00	\$440.00	\$12.50	\$125.00		
17	Remove and Reset Water Meter	8	EA	\$405.00	\$3,240.00	\$1,450.00	\$11,600.00	\$550.00	\$4,400.00		
18	Crushed Aggregate (Size 610)	610	TON	\$65.00	\$39,650.00	\$64.00	\$39,040.00	\$81.00	\$49,410.00		
19	Select Fill Material (Class 9, Group C), LVM	3150	CY	\$29.00	\$91,350.00	\$16.75	\$52,762.50	\$22.00	\$69,300.00		
20	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	215	SY	\$65.00	\$13,975.00	\$125.00	\$26,875.00	\$168.00	\$36,120.00		
21	9.5mm Hot Mix Asphalt	100	TON	\$150.00	\$15,000.00	\$219.00	\$21,900.00	\$293.00	\$29,300.00		
22	19mm Hot Mix Asphalt	160	TON	\$142.00	\$22,720.00	\$210.00	\$33,600.00	\$295.00	\$47,200.00		
23	Concrete Sidewalk Repair (All Depths)	15	SY	\$60.00	\$900.00	\$125.00	\$1,875.00	\$165.00	\$2,475.00		
24	Brick Sidewalk Repair (All Depths)	6	SY	\$24.00	\$144.00	\$305.00	\$1,830.00	\$232.00	\$1,392.00		

BID TAB				January 12,2023		Jay Bearden Construction		Grady Crawford Construction		T.L. Wallace Construction	
Project:		Arcadia-Sunset Water Improvements				P.O. Box 180428 Richland, MS 39218		P.O. Box 967 Baton Rouge, LA 70821		4025 Hwy 35 North Columbia, MS 39429	
Project No.		12229									
BASE BID											
25	Concrete Curb & Gutter (Match Existing Type)	510	LF	\$30.00	\$15,300.00	\$40.50	\$20,655.00	\$54.00	\$27,540.00		
26	6" Thermoplastic Traffic Stripe, Detail Yellow	150	LF	\$15.00	\$2,250.00	\$31.50	\$4,725.00	\$2.30	\$345.00		
27	Thermoplastic Legend Traffic Stripe, White (6" Equivilent)	144	LF	\$15.00	\$2,160.00	\$31.50	\$4,536.00	\$2.30	\$331.20		
28	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	1400	SY	\$10.00	\$14,000.00	\$10.50	\$14,700.00	\$15.00	\$21,000.00		
29	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	740	SY	\$8.00	\$5,920.00	\$11.50	\$8,510.00	\$7.50	\$5,550.00		
30	Clearing and Grubbing	1	LS	\$2,000.00	\$2,000.00	\$13,750.00	\$13,750.00	\$1,000.00	\$1,000.00		
31	Temporary Erosion Control	1	LS	\$8,000.00	\$8,000.00	\$9,250.00	\$9,250.00	\$5,200.00	\$5,200.00		
32	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$12,500.00	\$12,500.00		
33	Mobilization	1	LS	\$90,000.00	\$90,000.00	\$40,000.00	\$40,000.00	\$70,000.00	\$70,000.00		
Bid Total:					\$647,826.50		\$678,962.50		\$734,326.70		

BID TAB				January 12,2023		C.B. Developers		LJ Construction, Inc.		Gulf Coast Solutions	
Project:		Arcadia-Sunset Water Improvements				1716 Evelyn Gandy Pkwy Hattiesburg, MS 39401		11226 Dobson Road Gulfport, MS 39503		12300 Big Creek Road Gulfport, MS 39503	
Project No.		12229									
BASE BID											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	6" C-900 PVC (DR-18) (Open Cut)	3760	LF	\$75.00	\$282,000.00	\$49.94	\$187,774.40	\$71.00	\$266,960.00		
2	6" C-900 PVC (DR-18) (Bored)	40	LF	\$215.00	\$8,600.00	\$270.30	\$10,812.00	\$175.00	\$7,000.00		
3	Tracer Wire System for Water	1	LS	\$15,000.00	\$15,000.00	\$14,555.67	\$14,555.67	\$13,220.00	\$13,220.00		
4	Cut and Cap Existing Lines	9	EA	\$1,200.00	\$10,800.00	\$985.00	\$8,865.00	\$2,240.00	\$20,160.00		
5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	2	EA	\$3,600.00	\$7,200.00	\$1,820.00	\$3,640.00	\$2,825.00	\$5,650.00		
6	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	6	EA	\$7,600.00	\$45,600.00	\$5,100.00	\$30,600.00	\$6,566.00	\$39,396.00		
7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	3	EA	\$7,000.00	\$21,000.00	\$5,212.71	\$15,638.13	\$6,050.00	\$18,150.00		
8	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	3	EA	\$3,900.00	\$11,700.00	\$1,855.60	\$5,566.80	\$2,720.00	\$8,160.00		
9	6" Gate Valve	8	EA	\$2,200.00	\$17,600.00	\$2,404.50	\$19,236.00	\$1,960.00	\$15,680.00		
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	10	EA	\$8,600.00	\$86,000.00	\$7,881.00	\$78,810.00	\$7,500.00	\$75,000.00		
11	Removal of Existing Fire Hydrant	5	EA	\$1,800.00	\$9,000.00	\$1,200.00	\$6,000.00	\$1,325.00	\$6,625.00		
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	35	EA	\$900.00	\$31,500.00	\$1,200.00	\$42,000.00	\$1,942.00	\$67,970.00		
13	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	1	EA	\$2,800.00	\$2,800.00	\$3,200.00	\$3,200.00	\$4,800.00	\$4,800.00		
14	Residential Service Tubing (Open Cut) (All Sizes)	310	LF	\$19.00	\$5,890.00	\$10.00	\$3,100.00	\$6.75	\$2,092.50		
15	Residential Service Tubing (Bored) (All Sizes)	350	LF	\$19.00	\$6,650.00	\$110.00	\$38,500.00	\$22.00	\$7,700.00		
16	Commercial Service Tubing (Open Cut) (All Sizes)	10	LF	\$22.00	\$220.00	\$20.00	\$200.00	\$182.00	\$1,820.00		
17	Remove and Reset Water Meter	8	EA	\$900.00	\$7,200.00	\$200.00	\$1,600.00	\$1,490.00	\$11,920.00		
18	Crushed Aggregate (Size 610)	610	TON	\$67.00	\$40,870.00	\$105.00	\$64,050.00	\$112.00	\$68,320.00		
19	Select Fill Material (Class 9, Group C), LVM	3150	CY	\$7.00	\$22,050.00	\$21.00	\$66,150.00	\$37.00	\$116,550.00		
20	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	215	SY	\$53.00	\$11,395.00	\$125.00	\$26,875.00	\$133.00	\$28,595.00		
21	9.5mm Hot Mix Asphalt	100	TON	\$364.00	\$36,400.00	\$429.00	\$42,900.00	\$560.00	\$56,000.00		
22	19mm Hot Mix Asphalt	160	TON	\$364.00	\$58,240.00	\$429.00	\$68,640.00	\$600.00	\$96,000.00		
23	Concrete Sidewalk Repair (All Depths)	15	SY	\$147.00	\$2,205.00	\$125.00	\$1,875.00	\$133.00	\$1,995.00		
24	Brick Sidewalk Repair (All Depths)	6	SY	\$352.00	\$2,112.00	\$225.00	\$1,350.00	\$91.00	\$546.00		

BID TAB				January 12, 2023		C.B. Developers		LJ Construction, Inc.		Gulf Coast Solutions	
Project: Arcadia-Sunset Water Improvements						1716 Evelyn Gandy Pkwy Hattiesburg, MS 39401		11226 Dobson Road Gulfport, MS 39503		12300 Big Creek Road Gulfport, MS 39503	
Project No. 12229											
BASE BID											
25	Concrete Curb & Gutter (Match Existing Type)	510	LF	\$30.00	\$15,300.00	\$38.00	\$19,380.00	\$59.00	\$30,090.00		
26	6" Thermoplastic Traffic Stripe, Detail Yellow	150	LF	\$10.00	\$1,500.00	\$60.00	\$9,000.00	\$21.00	\$3,150.00		
27	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	144	LF	\$10.00	\$1,440.00	\$90.00	\$12,960.00	\$21.00	\$3,024.00		
28	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	1400	SY	\$10.00	\$14,000.00	\$15.00	\$21,000.00	\$10.00	\$14,000.00		
29	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	740	SY	\$11.00	\$8,140.00	\$30.00	\$22,200.00	\$35.00	\$25,900.00		
30	Clearing and Grubbing	1	LS	\$12,000.00	\$12,000.00	\$1,000.00	\$1,000.00	\$21,700.00	\$21,700.00		
31	Temporary Erosion Control	1	LS	\$7,000.00	\$7,000.00	\$20,000.00	\$20,000.00	\$9,100.00	\$9,100.00		
32	Maintenance of Traffic	1	LS	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$6,300.00	\$6,300.00		
33	Mobilization	1	LS	\$77,000.00	\$77,000.00	\$123,427.00	\$123,427.00	\$20,000.00	\$20,000.00		
Bid Total:					\$901,412.00		\$990,905.00 *		\$1,073,573.50		

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on January 12th, 2023, and that said tabulation is true and correct to the best of my belief.

Shea E. Mcnease, P.E.

Comments:

*Mathematical Correction



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Nathan Satcher, Planner II

cc: Ann Jones, Wiley Quinn, Urban Development Director

Date: Tuesday, March 7, 2023

Re: Acknowledge receipt of a request filed by John Eye, to appeal the Hattiesburg Planning Commission's action on the petition filed by John Scanlon, representative, and Safari Timberlands, LLC., to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace to B-2 Neighborhood Business District and to request a conditional use for "restaurant, without drive-through" in a B-2 Zone contingent upon approval of the request to establish the zoning. The Planning Commission Recommended to Approve on February 15th, 2023. Set a public hearing before City Council on Monday, April 3rd at 4:00 p.m. and authorize publication of Public Notice setting and Appeal Public Hearing.
File Number: 2023-159
Minute Book #

Summary

Appeal made by John Eye to appeal the Planning Commission's decision to approve a zoning request and conditional use for an unimproved parcel on Jackson Road on February 15th, 2023 and to hold a Public Hearing before the Hattiesburg City Council.

Recommendation Statement

Please place this on the March 7, 2023 City Council meeting for consideration.



Send to:
Andrew Ellard, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

**REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS
RECOMMENDATION**

Today's Date:	2/17/2023
Planning Commission or Board of Adjustment Date:	
(Appeals must be made within ten consecutive days of the recommendation)	
Name of Property Owner/Petitioner:	Safari Timberland / Hocd
Name of Person Requesting Appeal Hearing:	John Eye
Mailing Address of Person Requesting Appeal Hearing:	123 J Ed Turner Drive, Hattiesburg, MS 39402
Address of Petitioned Property:	Jackson Road just south of LL Trace
Petitioner's Request of the Planning Commission or Board of Adjustments:	zoning request to E-2 + conditional use
Planning Commission or Board of Adjustment's Recommendation:	Approve ☒ or Deny ☐

I/We hereby APPEAL the Planning Commission or Board of Adjustment's Recommendation for the above reference petition and request to hold a Public Hearing before the Hattiesburg City Council.

John Eye

Appellant (print)

Appellant (signature)

John Eye
123 J Ed Turner Drive
Hattiesburg, MS 39402

Wiley Quinn
Director of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403

February 20, 2023

Dear Mr. Quinn,

I'm writing to appeal the February 15, 2023 decision of the Planning Commission regarding the parcel on Jackson Road just south of the Long Leaf Trace. As you know, the parcel was initially thought to be zoned A-2 but then discovered to be unzoned. I think you will agree it has caused some uncertainty and confusion.

Mr. Scanlon, in his second memo, argued that since the parcel is now understood to be unzoned, the burden of proof has changed from the "change or mistake rule" (CMR) to something else; he did not specify. He stated, "the standard is different both for that which Mr. Hood must show and for that under which the Planning Commission is to examine the request" (p. 2). So if Mr. Scanlon is correct, the Commission was to evaluate this request under something "different" than the CMR. Listening to the deliberation at the special commission meeting, it was clear to me some of the commissioners were using the CMR, considering the change and mistake criteria, while others were asking about details outside that domain. There was also indecision whether this ruling should fall under the "mistake" provision since it was indeed an administrative oversight that led to a misunderstanding in how the parcel is currently zoned.

So it was obvious from the discussion the board members were not clear on the criteria they were using related to the request. In fact, the commissioners voted twice on the zoning ordinance since the first one did not include rationale for the decision. And it seems the process happened in reverse. The hearing played out and then a criterion was determined. Instead, the commissioners should have been clear on the standard they were using at the beginning of the process. **Had I known the standard for this decision was CMR, I would have come to the first hearing with different arguments.**

In short, how could the commissioners make a relevant up or down vote when they did not know the standard to which they were evaluating the request?

For the reasons articulated above and because this request involves an irregular, unzoned parcel, I would like to exercise the appeal provision as defined in the Land Use Code so the decision can be reviewed considering this new information.

Respectfully,

John Eye
John Eye



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 7, 2023

Re: Acknowledge receipt of proof of publications for the months of December 2022 and January 2023.
File Number: 2023-169
Minute Book #

Summary

Recommendation Statement

Please place this on the March 7, 2023 City Council meeting for consideration.

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: 223 Published 2 times

Date 1st Published: Dec 8 Amt: 26.76

Date 2nd Published: Dec 15 Amt: 22.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 49.06

Proof of Publication Fee: 3.00

TOTAL: 52.06

(signed) [Signature]
The PineBelt NEWS

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

(signed) [Signature]

NOTICE TO BIDDERS

PURSUANT to the provisions of Chapter 105, Article 3, Volume 9, and more

Specifically, Section 27-105-301 through 27-105-371, Mississippi Code of 1972, as Annotated and Amended, NOTICE IS HEREBY GIVEN TO ALL FINANCIAL INSTITUTIONS, INSURED AS REQUIRED BY STATE STATUTE, in the City of Hattiesburg, Mississippi, that

the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M., December 29, 2022, in the City Clerk's Office in City Hall, P.O. Box 1898, Hattiesburg, Mississippi, 39403, and will be opened and considered for the privilege of keeping funds of said City of Hattiesburg, or any part thereof, for a period of two (2) years, such bids to be submitted as provided by law and particularly as provided by Chapter 105, Article 3, Volume 9, of the Mississippi Code of 1972, as Annotated and Amended.

Each BID must be received in a sealed envelope which is marked in the lower left hand corner EXACTLY as follows:

BID: TWO (2) YEAR DEPOSITORIES

OPENING 10:00 A.M. December 29, 2022

Each BID should also specify the kind(s) of securities to be given as security for funds Pursuant to State Statute.

Published by Order of the Council on this the 6th day of December 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kemas Eaton /s/
CITY CLERK

Published December 8, 15, 2022

FOR OFFICE USE ONLY:

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



Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 361 Published 12 times

Date 1st Published: Dec 15 Amt: 43.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 43.32

Proof of Publication Fee: 3.00

TOTAL: 46.32

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15 th
day of December, 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 - TIP Amendment PC
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC NOTICE: PUBLIC COMMENT PERIOD

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
FY 2023-2026 TRANSPORTATION IMPROVEMENT PLAN (TIP)

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 15-day public comment period beginning Friday, December 9, 2022 for the public to review and provide comments regarding the proposed amendments to the current FY 2023-2026 Transportation Improvement Plan (TIP). This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures. The HPFL-MPO TIP for the Hattiesburg Urbanized Area is a part of the Statewide Transportation Improvement Program (STIP) document.

The proposed amendments include the following projects:

- Project Amendment, #122, Lincoln Road - City of Hattiesburg
- Decrease in Federal Share STBG from \$3,035,793.00 to \$1,100,572.00
- Decrease in Total Project Cost from \$9,116,948.00 to \$7,181,727.00
- New Project, #126, 4th Street Phase III - City of Hattiesburg
- Continuation of project that was not completed in 2022.
- New Project, #128, 4th Street Phase II - City of Hattiesburg
- Construction of an 8' multiuse pathway along 4th St. from 38th Avenue to 34th Avenue.
- New Project, #205, Redfern Trail - City of Petal
- Realign Redfern Trail to create a four-way intersection with Twin Lakes Road and possibly allow for signalization.

Estimated Total Project Cost: \$1,000,000.00.
Federal Share \$300,000.00 and Local Match \$700,000.00.

Project Amendment, #502, Classic Drive - Forrest County

Increase in Federal Share STBG from \$237,000.00 to \$637,000.00

Increase in Total Project Cost from \$296,250.00 to \$796,250.00

Project Amendment, #421, Oak Grove Rd/Hegwood Rd/Lincoln Rd. - Lamar County

Increase in Federal Share STBG from \$0.00 to \$680,000.00

Increase in Total Project Cost from \$485,423.00 to \$1,165,423.00

The proposed amendments will be available for review at www.hattiesburgms.com/mpo. A hard copy of the documents can be requested by contacting the MPO office at 601.545.6259. The official review and comment period will be held from December 9, 2022 - December 23, 2022.

Written comments regarding the proposed FY 2023-2026 TIP amendment should be emailed to mpo@hattiesburgms.com or mailed to:

Deanna Chapman,
MPO Division Administrative Assistant
P.O. Box 1898
Hattiesburg, MS 39403

Anyone who may require auxiliary aids or special accommodations to participate in this comment period should advise the HPFL-MPO by calling 601.545.6259 or emailing dchapman@hattiesburgms.com for assistance.

Published December 15, 2022



Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 726 Published 1 times
Date 1st Published: Dec 15 Amt: 87.12
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 87.12
Proof of Publication Fee: 3.00
TOTAL: 90.12

(signed) Christina Price
The PineBelt NEWS

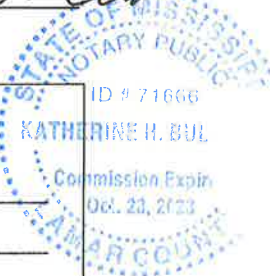
Sworn to and subscribed before me in my Presence, this 15th
day of December, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

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

COI-1-Public Hearing Jackson 1st Hearing



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by John P. Scanlon, representative, and Safary Timberlands, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace from A-2 Agricultural Residential (Section 4.5.2) to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for for "restaurant, without drive-through" in a B-2 Zone (Neighborhood Business District) contingent upon approval of the rezoning request. (Parcel No. 052B-03-004.105; PPIN 33787, Lamar County, Ward 1). Said property is more particularly described as follows, to-wit:

Parcel 1

A parcel of land located in the NW ¼ of the NW ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at a mag nail found marking the SW Corner of the said NW ¼ of the NW ¼; thence North 89 degrees 32 minutes 03 seconds East along the south line of the said NW ¼ of the NW ¼ for 38.69 feet to an iron pin found on the eastern right of way line of Jackson Road, said point also being the Point of Beginning; thence North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 60.04 feet to an iron pin set; thence North 89 degrees 32 minutes 03 seconds East for 399.32 feet to an iron pin set; thence South for 60.00 feet to an iron pin set on the said south line of the said NW ¼ of the NW ¼; thence South 89 degrees 32 minutes 03 seconds West along said south line for 396.76 feet back to the Point of Beginning. Said parcel contains 0.55 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

Parcel 2

A parcel of land located in the NW ¼ of the NW ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at a mag nail found marking the SW Corner of the said NW ¼ of the NW ¼; thence North 89 degrees 32 minutes 03 seconds East along the south line of the said NW ¼ of the NW ¼ for 38.69 feet to an iron pin found on the eastern right of way line of Jackson Road; thence North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 60.04 feet to an iron pin set, said point also being the Point of Beginning; thence continue North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 47.41 feet to a concrete marker found; thence along said eastern right of way line along a curve to the right for 85.11 feet to a concrete marker found, said curve having a radius of 2,950.00 feet, an included angle of 01 degree 39 minutes 11 seconds and a chord of North 01 degree 25 minutes 48 seconds West for 85.11 feet; thence North 00 degrees 57 minutes 02 seconds West along said eastern right of way line for 78.89 feet to a concrete marker found on the southern right of way line of Longleaf Trace; thence North 88 degrees 07 minutes 47 seconds East along said southern right of way line for 404.98 feet to an iron pin set; thence South for 221.30 feet to an iron pin set; thence South 89 degrees 32 minutes 03 seconds West for 399.32 feet back to the Point of Beginning. Said parcel contains 2.00 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

A PUBLIC HEARING concerning the above-described petition will be held at 1:00 p.m., January 4th, 2023 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 8th day of December 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kormas Eaton /s/

CITY CLERK

(SEAL)

Published December 15, 2022

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 296 Published 1 times

Date 1st Published: Dec 15 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) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of December, 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: _____
COH - BOA Liability
- ☐ File Name: _____
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Andy Stetelman, owner, and Robert St. John, 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 80 feet for a variance of 220 feet and to request a variance from 7.12.16.1 for a facility requiring ten (10) spaces and instead allow for five (5) total stacking spaces for a variance of five (5) stacking spaces for the property located at 3207 Hardy Street (Parcel No. 2-028M-07-065.00; PPIN 23004, Forrest Co., Ward I). Said property is more particularly described as follows, to-wit:

Lot 6, Block 23 of the Pinecrest First Survey being a subdivision of the NE¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having a frontage on Hardy Street of 60 feet and a frontage on 3rd Avenue of 150 feet; together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING about the above-described petition will be held at 3:30 p.m., January 4th, 2023 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 8th Day of December 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/

CITY CLERK

(SEAL)

Published December 15, 2022



Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 310 Published 2 times

Date 1st Published: Dec 22 Amt: 37.50

Date 2nd Published: Dec 29 Amt: 31.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 68.20

Proof of Publication Fee: 3.00

TOTAL: 71.20

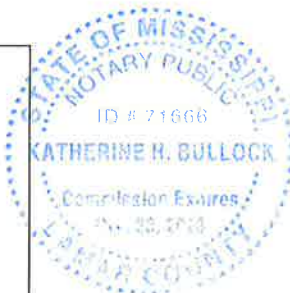
(signed) Natasha McGee
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 29th
day of December, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

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



NOTICE TO BIDDERS

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

Proposals will be accepted until 10:00a.m. On Thursday, January 12, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

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

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.hattiesburgsbids.com.

For any questions relating to the electronic process, please call PH Bidding at (662)407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on January 19, 2023 at 10:30a.m.

ONE (1) NEW OR NEWER BUCKET TRUCK/REAR MOUNTED AERIAL UNIT FOR THE URBAN FORESTRY DIVISION, PARKS & RECREATION DEPARTMENT, CITY OF HATTIESBURG.

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

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

PUBLISHED by Order of the Council on this, the 20th day of December 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kormas Eaton/s/

CITY CLERK

Published December 22, 29, 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: 1,343 Published 1 times
Date 1st Published: Dec 29 Amt: 161.16
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 161.16
Proof of Publication Fee: 3.00
TOTAL: 164.16

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 29th
day of December, 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: _____
COH - Resolution 2022-142
☐ File Name: _____
☐ 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. 2022-142, duly adopted and approved by the City Council of the City of Hattiesburg on November 22, 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 City Council Capital Outlay Unappropriated Fund Balance:

Original Balance: \$6,000; Cumulative Amendments: \$3,500; Amended Budget: \$9,500; Adjust budget for purchase of copier.

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

Original Balance: \$33,180; Cumulative Amendments: \$12,600; Amended Budget: \$45,780; Adjust budget for allocation of grant proceeds.

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Mayor/Admin Capital Outlay Unappropriated Fund Balance:

Original Balance: \$4,500; Cumulative Amendments: \$35,000; Amended Budget: \$39,500; Adjust budget for purchase of vehicle.

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Intermodal FAC Capital Outlay Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$89,000; Amended Budget: \$89,000; Adjust budget for fountain repair and purchase of banquet chairs.

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Dept Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$1,005,259; Cumulative Amendments: \$175,482; Amended Budget: \$1,180,741; Budget to cover open purchase orders.

Section 6. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Dept Capital Outlay Unappropriated Fund Balance:

Original Balance: \$26,282; Cumulative Amendments: \$1,003,715; Amended Budget: \$1,029,997; Budget for open purchase orders, equipment and vehicle purchases.

Section 7. That the following budget amendments are hereby authorized to be made in the City's General Fund P & F Training Capital Outlays Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$36,000; Amended Budget: \$36,000; Adjust budget for vehicle purchase.

Section 8. That the following budget amendments are hereby authorized to be made in the City's Code Enforcement Capital Outlay Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$102,000; Amended Budget: \$102,000; Adjust budget for vehicle and equipment purchases.

Section 9. That the following budget amendments are hereby authorized to be made in the City's Contractual Services Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$949,459; Cumulative Amendments: \$145,541; Amended Budget: \$1,095,000; Budget fund balance for vehicle and equipment purchases.

Section 10. That the following budget amendments are hereby authorized to be made in the City's Traffic Maintenance Capital Outlay Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$72,000; Amended Budget: \$72,000; Budget fund balance for vehicle and equipment purchases.

Section 11. That the following budget amendments are hereby authorized to be made in the City's Streets Division Other Services and Charges Unappropriated Fund Balance:

Original Balance: \$1,146,800; Cumulative Amendments: \$420,355; Amended Budget: \$1,567,155; Budget fund balance for open purchase orders and unexpended prior year funds.

Section 12. That the following budget amendments are hereby authorized to be made in the City's Streets Division Capital Outlays Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$245,000; Amended Budget: \$245,000; Budget fund balance for equipment purchases.

Section 13. That the following budget amendments are hereby authorized to be made in the City's Sanitation Division Capital Outlays Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$1,345,000; Amended Budget: \$1,345,000; Budget fund balance for supplies purchases.

Section 14. That the following budget amendments are hereby authorized to be made in the City's Human/Social Asst Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$365,900; Cumulative Amendments: \$100,000; Amended Budget: \$465,900; Budget fund balance for open purchase orders.

Section 15. That the following budget amendments are hereby authorized to be made in the City's Health Division Capital Outlays Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$60,000; Amended Budget: \$60,000; Budget fund balance for equipment purchase (mowers).

Section 16. That the following budget amendments are hereby authorized to be made in the City's Economic Dev Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$3,725,400; Amended Budget: \$3,725,400; Budget fund balance for open purchase orders and special projects.

Section 17. That the following budget amendments are hereby authorized to be made in the City's Economic Dev Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$65,748; Cumulative Amendments: \$3,463,760; Amended Budget: \$3,529,508; Budget fund balance for special projects.

Section 18. That the following budget amendments are hereby authorized to be made in the City's Cemetery Division Capital Outlays Unappropriated Fund Balance:

Original Balance: \$60,500; Cumulative Amendments: \$256,000; Amended Budget: \$316,500; Budget fund balance for purchase of bucket truck and mowers.

Section 19. That the following budget amendments are hereby authorized to be made in the City's Park & Recreation Capital Outlays Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$150,000; Amended Budget: \$150,000; Budget fund balance for purchase of equipment (tractor and mowers).

Section 20. That the following budget amendments are hereby authorized to be made in the City's Municipal Fire Protection Capital Outlays Unappropriated Fund Balance:

Original Balance: \$75,000; Cumulative Amendments: \$740,000; Amended Budget: \$815,000; Budget fund balance for purchase of pumper truck and command vehicles.

Section 21. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$37,965; Amended Budget: \$37,965; Budget fund balance for supplies purchases.

Section 22. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$10,000; Amended Budget: \$10,000; Budget fund balance for training costs.

Section 23. That the following budget amendments are hereby authorized to be made in the City's Series 2011 TIF Debt Service (Kohl's) Fund Transfers Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$1,255; Amended Budget: \$1,255; Budget transfer of cash balance in order to close fund.

Section 24. That the following budget amendments are hereby authorized to be made in the City's Community Dev Block Grant Capital Outlays Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$1,507,216; Amended Budget: \$1,507,216; Budget fund balance for grant related rehabs.

Section 25. That the following budget amendments are hereby authorized to be made in the City's Special Sales Tax (P&R/USM) Capital Outlays Unappropriated Fund Balance:

Original Balance: \$3,496,500; Cumulative Amendments: \$4,790,035; Amended Budget: \$8,286,535; Budget fund balance for capital projects.

Section 26. That the following budget amendments are hereby authorized to be made in the City's Internet Sales Tax/Infir Imp. Capital Outlays Unappropriated Fund Balance:

Original Balance: \$2,089,063; Cumulative Amendments: \$3,583,950; Amended Budget: \$5,673,013; Budget fund balance for capital projects.

Section 27. That the following budget amendments are hereby authorized to be made in the City's Series 2013 Water & Sewer Revenue Const Fund Transfers Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$572; Amended Budget: \$572; Budget fund balance of cash balance in order to close fund.

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

Yeas: George (via teleconference), Delgado (via teleconference), Carroll, Ware, Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 22nd day of November, 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 22nd day of November, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor,
Published December 29, 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: 333 Published 1 times
Date 1st Published: Dec 29 Amt: 39.96
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 39.96
Proof of Publication Fee: 3.00
TOTAL: 42.96

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 29th
day of December, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Ordinance 3322
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3322, duly adopted and approved by the City Council of the City of Hattiesburg on November 22, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3322

AN ORDINANCE RE-NAMING EAGLE DRIVE (BEGINNING AT THE INTERSECTION OF NORTH 38TH AVENUE AND ENDING ONE BLOCK TO THE WEST; 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) TO NEWHAVEN DRIVE IN THE CITY OF HATTIESBURG, MISSISSIPPI.

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

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

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 22nd day of November, 2022.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 22nd day of November, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published December 29, 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: 293 Published 1 times

Date 1st Published: Dec 29 Amt: 35.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.16

Proof of Publication Fee: 3.00

TOTAL: 38.16

(signed) Christina Preice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 29th
day of December, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Ordinance 3321
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3321, duly adopted and approved by the City Council of the City of Hattiesburg on November 22, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3321

ORDINANCE APPROVING, ENACTING AND ESTABLISHING A NEW CODE OF ORDINANCES OF THE CITY OF HATTIESBURG, MISSISSIPPI; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES AS EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; AND REPEALING ORDINANCE NUMBER 2331, AND ALL OTHER ORDINANCES IN CONFLICT

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

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

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 22nd day of November, 2022.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 22nd day of November, 2022.

ATTEST: /s/ Kemas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor
Published December 29, 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: 250 Published 2 times

Date 1st Published: Jan 12 Amt: 30.00

Date 2nd Published: Jan 19 Amt: 25.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 55.00

Proof of Publication Fee: 3.00

TOTAL: 58.00

(signed) Natasha M. Good
The PineBelt NEWS

19th

Sworn to and subscribed before me in my Presence, this _____ day of January, 2023, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Notice to Bidders
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mid: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, February 2, 2023, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2025 for the Department of Urban Development -

Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 554-1006.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications - Qualified Eligible Contractors" and the DATE OF BID OPENING ("Thursday, February 2, 2023").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 3rd day of January 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton

CITY CLERK

(SEAL)

Toby Barker, Mayor

Published January 12, 19, 2023

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: 432 Published 1 times

Date 1st Published: Jan 19 Amt: 51.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 51.84

Proof of Publication Fee: 3.00

TOTAL: 54.84

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of January, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-100 Broadway Dr
- ☐ 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: R. M. Napier, PO Box 135, Petal, MS 39465;
and all unknown persons claiming any right, title or
interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11
of the Mississippi Code of 1972, as annotated and
amended, the City Council of the City of Hattiesburg
will hold a public hearing at 4:00 p.m. on Monday,
February 6, 2023, Hattiesburg, MS to determine
whether or not the hereinafter-described property
is in such a state of uncleanness to be a menace
to the public health and safety of the community.
You have a right to file an answer and to appear at
said hearing in person or otherwise and to offer
your defense, if any. If, at such hearing, the City
Council shall adjudicate the property in its then
condition to be a menace to the health and safety
of the community, the City of Hattiesburg shall, if
the owner will not do so himself, proceed to have
the land cleared pursuant to the aforesaid statute.
The City of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said property and the
costs may become assessment against the property,
which shall be a lien against said property all as
provided by statute, to wit:

PARCEL: 2-038C-16-333.00, PPIN: 21746, 100
Broadway Drive, Hattiesburg, MS, 39401, and better
described as: A part of Block 77, D.D. McInnis 3rd
Survey of the City of Hattiesburg, as per map or plat
thereof now on file in the Office of the Chancery
Clerk, Forrest County, Mississippi, being a part of
the Northwest Quarter of the Northeast Quarter of
Section 16, Township 4 North, Range 13 West, more
particularly described as commencing at the Southeast
corner of said Block 77, which is the point of intersection
of West line of West Pine Street, with the North line
of West Royal Street; run thence Northeasterly along
the West boundary of West Pine Street, 355.6 feet
to a point of beginning, then Northwesterly 51.9 feet
to the Southeast line of U.S. Highway 11 as now
located, thence run Southwesterly along said Southeast
line of said Highway 11, 184.5 feet, thence Southeasterly
parallel with West Royal Street, 143.6 feet, more or
less, to the west line of West Pine Street, thence run
Northeasterly on the West line of said West Pine
Street, 145.6 feet more or less to the point of beginning
in Hattiesburg Forrest County, Mississippi.

Published January 19, 2023



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: 331 Published 1 times

Date 1st Published: Jan 19 Amt: 39.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.72

Proof of Publication Fee: 3.00

TOTAL: 42.72

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of January, 2023, 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-1506 Main St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIES- BURG, MISSISSIPPI TO CONDEMN DILAP- IDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Lamar Roberts, 1203 Country Club Road, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, February 6, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-029C-04-128.00, PPIN: 22175, 1506 Main Street, Hattiesburg, MS, 39401, and better described as: Lot 16 in Block 1 of and according to the North Main Street Survey and Addition to the City of Hattiesburg, Mississippi, as per map or plat of said survey on file in the office of the Chancery Clerk of Forrest County, Mississippi, and which lot is located within and forms a part of the SW ¼ of the NE ¼ of Section 4, Township 4 North, of Range 13 West; together with the improvements thereon and appurtenances thereunto belonging.

Published January 19, 2023



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: 317 Published 1 times

Date 1st Published: Jan 19 Amt: 38.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.04

Proof of Publication Fee: 3.00

TOTAL: 41.04

(signed) Natasha McGlod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of January, 2023, 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-906 Edwards St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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

To: Joseph & Carolyn Williams, 14 Burkett's Creek Drive, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, February 6, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-038A-15-150.00, PPIN: 12918, 906 Edwards Street, Hattiesburg, MS, 39401, and better described as: Beginning at the Southwest Corner of Lot One (1) of Block Nine (9), of the J. E. Arledge Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and run thence North 54 feet; thence run East 208 2/3 feet; thence South 54 feet; thence West 208 2/3 feet back to the Point of Beginning, together with all improvements located thereon and appurtenances thereunto belonging.

Published January 19, 2023



Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 296 Published 1 times

Date 1st Published: Jan 19 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 19th
day of January, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIES- BURG, MISSISSIPPI TO CONDEMN DILAP- IDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Riverside Salvage, LLC., 600 E 6th Street,
Hattiesburg, MS 39401; and all unknown persons
claiming any right, title or interest in or to the
hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11
of the Mississippi Code of 1972, as annotated and
amended, the City Council of the City of Hattiesburg
will hold a public hearing at 4:00 p.m. on Monday,
February 6, 2023, Hattiesburg, MS to determine
whether or not the hereinafter-described property
is in such a state of uncleanness to be a menace
to the public health and safety of the community.
You have a right to file an answer and to appear at
said hearing in person or otherwise and to offer
your defense, if any. If, at such hearing, the City
Council shall adjudicate the property in its then
condition to be a menace to the health and safety
of the community, the City of Hattiesburg shall, if
the owner will not do so himself, proceed to have
the land cleared pursuant to the aforesaid statute.
The City of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said property and the
costs may become assessment against the property,
which shall be a lien against said property all as
provided by statute, to wit:

PARCEL: 2-029H-03-038.00, PPIN: 15772, Bouie
Street, Hattiesburg, MS, 39401, and better described
as: All of Block 43 of the Hardy and Scott Survey or
Addition to the City of Hattiesburg, as per map or
plat thereof on file in the office of the Chancery
Clerk of Forrest County, Mississippi, together with
all improvements thereon and appurtenances
thereunto belonging.

Published January 19, 2023

FOR OFFICE USE ONLY:

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



Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 281 Published 1 times

Date 1st Published: Jan 19 Amt: 33.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.72

Proof of Publication Fee: 3.00

TOTAL: 36.72

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of January, 2023, 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-E 8th St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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

To: Jerry Howard, 320 William Carey Parkway, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, February 6, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-029H-03-105.00, PPIN: 17533, E 8th Street, Hattiesburg, MS, 39401, and better described as: Receipt # 15859 Parcel # 2-029H-03-105.00 PPIN # 17533 W 119 FT OF LOTS 1 & 2 BLK 39 HICKS SUB OF HARDY & SCOTT PREV #: H0348-07-002 STR 03-04N-13W

Published January 19, 2023



Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 243 Published 1 times

Date 1st Published: Jan 12 Amt: 29.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 29.16

Proof of Publication Fee: 3.00

TOTAL: 32.16

(signed) Natesha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of January, 2023, 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-1601 Hardy
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Bill Wikstrom, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for "Product wholesale" in a B-3 Zone (Community Business District) for a property located at 1601 Hardy Street, (Parcel No. 2-029L-09-204.00; PPIN 14220, Forrest County, Ward 4). Said property is more particularly described as follows:

Legal Description: Lots One (1) and Twelve (12), and that part of the vacated alley lying north of Lot One (1) and South of Lot Twelve (12), and being in Block Two (2) of the CITY PARK ADDITION to the city of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging. Parcel ID/Sidwell Number: 2-029L-09-204.00

A PUBLIC HEARING concerning the above-described petition will be held at 1:00 p.m., February 1st, 2023 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 5th day of January 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/

CITY CLERK

(SEAL)

Published January 12, 2023

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 237 Published 1 times

Date 1st Published: Jan 12 Amt: 28.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 28.44

Proof of Publication Fee: 3.00

TOTAL: 31.44

(signed) *Katherine H. Bullock*
The PineBelt NEWS

12th

Sworn to and subscribed before me in my Presence, this _____
day of January, 2023, 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-104 Lunt Ave
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Jorge Figueroa, 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 twenty (20) feet for a variance of ten (10) feet for the property located at 104 Lurty Ave (Parcel No. 2-029L-09-199.00, PPIN 14218, Forrest Co., Ward 4). Said property being more particularly described as follows:

The North 85 feet or Lots Forrest 10, 11 and 12, Mississippi, block 1, city per Park Addition to the City of Hattiesburg, Forrest County, Mississippi. As per official map or plat therefore on file in the with office of the Chancery of Clerk and Forrest county, together with all improvements situated thereon and appurtenances thereunto belonging.

A PUBLIC HEARING about the above-described petition will be held at 3:30 p.m., February 1st, 2023 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 5th Day of January 2023.

CITY OF HATTIESBURG, MISSISSIPPI

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

Published January 12, 2023



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: 721 Published 1 times

Date 1st Published: Jan 12 Amt: 86.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 86.52

Proof of Publication Fee: 3.00

TOTAL: 89.52

(signed) Patasha McNeal
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of January, 2023, 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-Jackson Rd
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by John P. Scanlon, representative, and Safari Timberlands, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for "restaurant, without drive-through" in a B-2 Zone (Neighborhood Business District) contingent upon approval of the request to establish the zoning. (Parcel No. 052B-03-004.105; PPIN 33787, Lamar County, Ward 1). Said property is more particularly described as follows:

Parcel 1

A parcel of land located in the NW ¼ of the NW ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at a mag nail found marking the SW Corner of the said NW ¼ of the NW ¼; thence North 89 degrees 32 minutes 03 seconds East along the south line of the said NW ¼ of the NW ¼ for 38.69 feet to an iron pin found on the eastern right of way line of Jackson Road, said point also being the Point of Beginning; thence North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 60.04 feet to an iron pin set; thence North 89 degrees 32 minutes 03 seconds East for 399.32 feet to an iron pin set; thence South for 60.00 feet to an iron pin set on the said south line of the said NW ¼ of the NW ¼; thence South 89 degrees 32 minutes 03 seconds West along said south line for 396.76 feet back to the Point of Beginning. Said parcel contains 0.55 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

Parcel 2

A parcel of land located in the NW ¼ of the NW ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at a mag nail found marking the SW Corner of the said NW ¼ of the NW ¼; thence North 89 degrees 32 minutes 03 seconds East along the south line of the said NW ¼ of the NW ¼ for 38.69 feet to an iron pin found on the eastern right of way line of Jackson Road; thence North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 60.04 feet to an iron pin set, said point also being the Point of Beginning; thence continue North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 47.41 feet to a concrete marker found; thence along said eastern right of way line along a curve to the right for 85.11 feet to a concrete marker found, said curve having a radius of 2,950.00 feet, an included angle of 01 degree 39 minutes 11 seconds and a chord of North 01 degree 25 minutes 48 seconds West for 85.11 feet; thence North 00 degrees 57 minutes 02 seconds West along said eastern right of way line for 78.89 feet to a concrete marker found on the southern right of way line of Longleaf Trace; thence North 88 degrees 07 minutes 47 seconds East along said southern right of way line for 404.98 feet to an iron pin set; thence South for 221.30 feet to an iron pin set; thence South 89 degrees 32 minutes 03 seconds West for 399.32 feet back to the Point of Beginning. Said parcel contains 2.00 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

A PUBLIC HEARING concerning the above-described petition will be held at 1:00 p.m., February 1st, 2023 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 5th day of January 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kemas Eaton /s/

CITY CLERK

(SEAL)

Published January 12, 2023



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: 270 Published 1 times

Date 1st Published: Jan 26 Amt: 32.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.40

Proof of Publication Fee: 3.00

TOTAL: 35.40

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 26th
day of January, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3323, duly adopted and approved by the City Council of the City of Hattiesburg on December 20, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3323

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION FOR UNIMPROVED PROPERTIES LOCATED AT THE INTERSECTION OF VERNON STREET AND MAGNOLIA AVENUE FROM R-1A AND R-2 TO R-3

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member Brown, seconded by Council Member Carroll and was adopted by the following roll call votes, to wit:

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

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 20th day of December, 2022.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 20th day of December, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published January 26, 2023

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Ordinance 3323
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 292 Published 1 times

Date 1st Published: Jan 26 Amt: 35.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.04

Proof of Publication Fee: 3.00

TOTAL: 38.04

(signed) Christina Pucie
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 26th
day of January, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Ordinance 3324
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3324, duly adopted and approved by the City Council of the City of Hattiesburg on December 20, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3324

AN ORDINANCE CLOSING AND VACATING AN UN-DEVELOPED STREET KNOWN AS "HILL STREET", LO-CATED NORTH OF THE INTERSECTION OF BOUIE ST AND OLD HIGHWAY 42 BETWEEN 5566 OLD HIGHWAY 42 AND 5560 OLD HIGHWAY 42 (WARD 2) THAT IS CURRENTLY PLATTED AND EXISTING.

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member Brown, seconded by Council Member Carroll and was adopted by the following roll call votes, to wit:

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

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 20th day of December, 2022.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 20th day of December, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published January 26, 2023





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Peggy Sealy, Chief of Police
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 7, 2023
Re: Acknowledge receipt of Declaration of Forfeiture and allocation to Hattiesburg Police Department.
File Number: 2023-150
Minute Book #

Summary

Acknowledge receipt of Order for Disposition of Seized Property from the 12th Circuit Court Narcotics Enforcement Team forfeiting \$4,510.00 to the Hattiesburg Police Department.

Recommendation Statement

I recommend approval

Please place this on the March 7, 2023 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

MEMORANDUM

TO: Mayor and Council

FROM: Chief Peggy Sealy 

DATE: February 22, 2023

RE: Receipt of Forfeiture

This memo is to request Council acknowledge receipt of Declaration of Forfeiture from the Forrest/Perry Metro Narcotics Task force forfeiting \$11,275.00. The monies will be forfeited in the following manner: \$2,818.75 to the 12th Circuit Court Narcotics Enforcement Team; \$4,510.00 to the Hattiesburg Police Department; \$563.75 to the Petal Police Department; \$563.75 to the Perry County Sheriff's Office; \$563.75 to the Forrest County Sheriff's Department; \$1,127.50 to the Forrest/Perry Counties District Attorney's Office and \$1,127.50 to the Forrest County Asset Forfeiture Officer.

PS/tl

Attachment

5428 ✓
FILED
DEC 02 2022

IN THE COUNTY COURT OF FORREST COUNTY, MISSISSIPPI
FORREST COUNTY CIRCUIT CLERK

STATE OF MISSISSIPPI
EX REL 12th CIRCUIT COURT NARCOTICS
ENFORCEMENT TEAM AND HATTIESBURG
POLICE DEPARTMENT

PLAINTIFF

VS

CAUSE NO: 22-687

ELEVEN THOUSAND TWO HUNDRED SEVENTY FIVE
DOLLARS IN U.S. CURRENCY

DEFENDANT

ASHTON DANTZLER ✓

CLAIMANT

ORDER FOR DISPOSITION OF SEIZED PROPERTY

THIS DAY THIS CAUSE came on to be heard on the Petition For Forfeiture filed herein by the State of Mississippi Ex Rel 12th Circuit Court Narcotics Enforcement Team; and the Court, after consideration of the matter does **HEREBY FIND and ORDER** as follows:

I.

That jurisdiction and venue are proper in this Court.

II.

That this contest of the forfeiture of property was brought before this Court under Mississippi Code Annotated § 41-29-153, et seq. (1972), as amended, contesting the seizure of the following personal property: Eleven Thousand Two Hundred Seventy-Five Dollars in U.S. Currency, which was possessed by the Claimant at the time of his/her arrest on or about July 14, 2022.

III.

That the Claimant failed, within the time proscribed by law, to file an answer, or responsive pleading, or otherwise defend this action in any way. Further, that on November 21, 2022, a Clerk's Entry of Default was entered in this cause.

IV.

That the Plaintiff has provided sufficient proof in favor of forfeiture of the above captioned property, which was seized by the State of Mississippi Ex Rel 12th Circuit Court Narcotics Enforcement Team.

IV.

That the property seized from the Claimant should be forfeited as provided herein.

IT IS FURTHER ORDERED AND ADJUDGED that the Eleven Thousand Two Hundred Seventy-Five Dollars in U.S. Currency that was seized shall be forfeited in the following manner, to-wit: \$2,818.75 to the 12th Circuit Court Narcotics Enforcement Team; \$4,510.00 to the Hattiesburg Police Department; \$563.75 to the Petal Police Department; \$563.75 to the Perry County Sheriff's Office; \$563.75 to the Forrest County Sheriff's Department; \$1,127.50 to the Forrest/Perry Counties District Attorney's Office; \$1,127.50 to the Forrest County Asset Forfeiture Officer; all to be distributed, used or disposed of according to law.

SO ORDERED AND ADJUDGED on this the 1st day of December, 2022.


COUNTY JUDGE

Prepared and Presented by:

/s James L. Lane, Jr., 101728
ADA, Forrest/Perry County



STATE OF MISSISSIPPI
FORREST COUNTY
DEPOSITORY ACCOUNT

FORREST COUNTY BOARD OF SUPERVISORS



85-127042

FORREST COUNTY BOARD OF SUPERVISORS

055194

CHECK NO.
55194

Ref: 120-0232873 Claim No. 9

Four Thousand Five Hundred Ten And No/100 Dollars

DATE
2/16/2023

AMOUNT
\$4,510.00

PAY TO THE ORDER OF:

CITY OF HATTIESBURG POLICE DEPARTMENT***

ATTN: LISA HANSON

POST OFFICE BOX 1898

HATTIESBURG MS 39403

LANCE C. REID - CHANCERY CLERK

⑈055194⑈ ⑆084201278⑆ 5592025 0⑈

FORREST COUNTY BOARD OF SUPERVISORS

STATE OF MISSISSIPPI

FORREST COUNTY

HATTIESBURG MISSISSIPPI 39403

DEPOSITORY ACCOUNT

Account	Check Date	Description	Invoice	Amount
120221592	2/16/2023	SEIZED PROP - ASHTON DANTZLER	5428	4,510.00
			Total	4,510.00



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, March 7, 2023
Re: Acknowledge receipt of the two quote docket.
File Number: 2023-151
Minute Book #

Summary

ACKNOWLEDGE RECEIPT OF THE UNADVERTISED BID DOCKET FOR THE PERIOD ON JANUARY 27, 2023 THROUGH FEBRUARY 23, 2023 AS PROVIDED FOR IN SECTION 31-17-13 (B) OF THE MISSISSIPPI CODE.

Recommendation Statement

Attached is the unadvertised bid docket for the period of January 27, 2023 through February 23, 2023, 2023 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 March 7, 2023 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
BULLEN TRAILER SALES CUSTOM BUILT TRAILERS OF MISSISSIPPI LLC	2301738	\$ 7,020.00 \$ 7,995.00	TRAILOR FOR BARRICADES
HH CLEANING SERVICES JANI KING THE KING OF CLEAN	2301836	\$ 25,500.00 \$ 43,673.00	JANITORIAL CLEANING OF HPD NEW BUILDING
JASHUA M PERKS B AND RILEY TREE SERVICES	2301856	\$ 3,400.00 \$ 3,800.00	TREE REMOVAL
CD W GOVERNMENT METRIX SOLUTIONS	2301874	\$ 12,429.00 \$ 12,783.24	PC'S FOR COUNCIL ROOM
JIM SERVICES SMITH AMERICAN AIR SPECIALISTS OF MS INC	2301880	\$ 5,491.66 \$ 5,950.00	CULTURAL CENTER MUSEUM INSTALLATION OF MITSUBISI
SAMMY GRAHAM LLC ADOC POOL & SPA SWIM DISTRIBUTORS LLC	2301881	\$ 11,926.00 \$ 11,995.72 \$ 13,010.41	P&R HPR POOLS FOR POOL CHEMICALS
ENNETT INC (QUALITY FLOORING HATTIESBURG/COL ANDERSON RETAIL INC	2301942	\$ 10,022.70 \$ 21,025.17	FLOORING
SITEONE LANDSCAPE SUPPLY HOLDING LLC PIONEER ATHLETICS	2302016	\$ 5,725.00 \$ 7,973.34	PAINT MACHINES
UNITED FENCE COMPANY JEFCOAT FENCE COMPANY INC OF HATTIESBURG	2302038	\$ 15,414.00 \$ 15,995.00	REMOVAL & INSTALLATION OF FENCE
WALT MASSEY CHEVROLET BILL HOOD AUTOMOTIVE GROUP	2302039	\$ 34,255.00 \$ 34,455.00	TRUCK
FARO TECHNOLOGIES INC	2302053	\$ 61,294.63	LASER SCANNER FOR CRIME SCENE

ZNET TECH LLC

\$ 67,517.61

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2301738

ITEM: TRAILOR FOR BARRICADES

BID #1

WINNING BID

COMPANY BULLEN TRAILER SALES

BID

AMOUNT \$7,020.00

BID #2

COMPANY CUSTOM BUILT TRAILERS OF MISSISSIPPI LLC

BID

AMOUNT \$7,995.00

BID #3

COMPANY _____

BID

AMOUNT _____

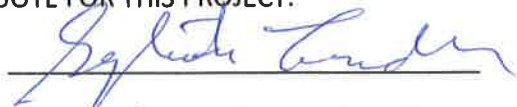
BID #4

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 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Vendor 49642
BULLEN TRAILER SALES
523 SPRING HILLS ROAD
POPLARVILLE, MS 39470

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02301738**

Purchase Order Date **02/03/2023**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-795-8606	DAVIDBULLEN@YAHOO.COM	49642	621	Destiny Jackson	

NOTES

TWO QUOTE - TRAILOR FOR BARRICADES-HPD
PLEASE EMAIL INVOICE TO DMJACKSON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TRAILER FOR HANGING BARRICADES GL #: 001100 - 638400	1.0000	EACH	\$7,020.0000	\$7,020.00

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 \$7,020.00

Purchase Order Total **\$7,020.00**


City Clerk

BULLEN'S TRAILER SALES

523 Springhill Road • Poplarville, MS 39470

601-795-8606

CUSTOMER'S ORDER NO.

PHONE

DATE

02-01-23

NAME

City Of Hattiesburg (Police Dept)

ADDRESS

SOLD BY

CASH

C.O.D.

CHARGE

CREDIT

MOSE PAYD

PAID OUT

QTY.

DESCRIPTION

PRICE

AMOUNT

2023 Twisted Pine Trailer

7020 -

82X20

2-5200LB Axles (1) Brake

Diamond Plate Floor

Diamond Plate Fenders

25/16 Bolidus Coupler

Channel Frame & CrossMembers

Heavy Duty drop leg Jack

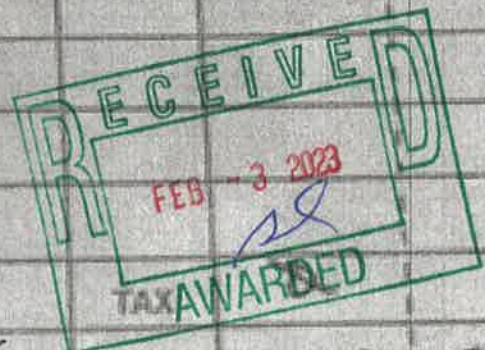
LED Lights

6FT Uprights with 4

ARM per side constructed

with channel & tube

For hanging Baricades



RECEIVED BY

M O ZUM P16

TOTAL

7020 -

THANK YOU

Custom Built Trailers of Mississippi, LLC

1335 Hwy 49-Seminary, MS 39479

601-722-9581 or Toll Free 1866-564-4422

Tim Trigg, Owner

601-504-4988

Quote Only

nrockhold@hattiesburgms.com

Sold To: Lt. Rock Hold

Date 1/3/23

Address

Description

Price

Base Price

\$7935.00

Doc Fee

\$50.00

\$7985.00

Options

82 1/2" x 20' L Bumper trailer
2-5200 lb Axels 1-brake
metal floor
4-baracade holding arms 6' Tall
no ramps
HD model
Black
10-14 working days to build

Tax(7%)

Tax exempt -0-

Title Fee

\$10.00

Total

\$7,995.00

NOTE: All prices are good while supplies last due to changing material prices.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2301836

ITEM: JANITORIAL CLEANING OF HPD NEW BUILDING

BID #1

WINNING BID

COMPANY HH CLEANING SERVICES

BID

AMOUNT \$25,500 (7 MONTHS X \$3,650)

BID #2

COMPANY JANI KING THE KING OF CLEAN

BID

AMOUNT \$43,673 (7 MONTHS X \$6,239)

BID #3

COMPANY _____

BID

AMOUNT _____

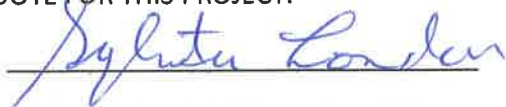
BID #4

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 49046
HH CLEANING SERVICES
3 DOC JOHNSON
PETAL, MS 39465-9023

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02301836**

Purchase Order Date **02/09/2023**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-8000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HENDERSONP07@YAHOO.COM	49046	641	Destiny Jackson	

NOTES

CLEANING OF NEW BUILDING-HPD/TWO QUOTE
PLEASE EMAIL INVOICE TO DMJACKSON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CLEANING OF POLICE SIDE OF SAFETY COMPLEX (3) TIMES PER WEEK GL #: 001100 - 604900	1.0000	EACH	\$25,550.0000	\$25,550.00

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 \$25,550.00

Purchase Order Total **\$25,550.00**

City Clerk

PRICING SCHEDULE

The serviced areas mentioned on the previous pages will be cleaned according to the cleaning schedule for a minimum monthly charge of:

OPTION 1

MAINTENANCE- TWO TIMES PER WEEK

TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2800.00) PER MONTH

OPTION 2

MAINTENANCE- THREE TIMES PER WEEK

THREE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$3650.00) PER MONTH

Contract Date is from March 1-2023 through December 31 2023.

HH Cleaning Services LLC is locally based and licensed by Forrest County to do business in Hattiesburg. HH Cleaning Services LLC is fully insured and has been proudly serving the Pine Belt since 2017.

DUNS # 066333114

Paula Henderson

Owner

02/03/2023



HH CLEANING SERVICES LLC

3 Doc Johnson Loop

Petal, MS 39465

(601) 470-8857

QUOTE

HATTIESBURG POLICE DEPARTMENT

Services To Be Performed Three Times Weekly:

Lobby, Hallways, Break Rooms, Conference Rooms, Dispatch, Community Relations, Gym, Muster Room, Stairwells, Kitchen, Locker Rooms

- 1) Dust all horizontal surfaces, desks, tables, telephones, file cabinets, chairs, windowsills, and telephones. Damp wipe as needed.
- 2) Vacuum all carpeting, including carpet mats, in traffic lanes.
- 3) Empty all trash receptacles and remove trash to a collection point. Replaces liners in trash receptacles. (Liners provided by client).
- 4) Dust mop hard surface floors with a dust mop.
- 5) Damp mop all hard surface floors.
- 6) Damp wipe entrance and remove finger marks on entrance glass.
- 7) Spot clean partition glass.
- 8) Kitchen/Break Room- Damp wipe tables, chairs, counter, and exterior of appliances. Clean walls and cabinets if necessary. (Splash/Spill marks)
- 9) Clean and polish drinking fountain/water dispenser.

Restrooms

- 1) Stock towels, tissue and hand soap. (To be supplied by Client).
- 2) Empty sanitary napkin receptacles and damp wipe with disinfectant.
- 3) Empty trash receptacles and wipe if needed.
- 4) Clean and polish mirrors.
- 5) Wipe towel cabinet covers, dispensers, and changing tables (if applicable).
- 6) Toilets and urinals to be cleaned and disinfected inside and out.
- 7) Toilet seats to be cleaned on both sides and disinfected.
- 8) Scour and disinfect all basins.
- 9) Dust partitions, tops of mirrors, and frames.
- 10) Remove splash marks from walls around basins.
- 11) Wet mop and rinse restroom floors with disinfectant.

Services To Be Performed Weekly

Lobby, Hallways, Break Rooms, Conference Rooms, Dispatch, Community Relations, Gym, Stairwells, Muster Room, Locker Rooms, Kitchen

- 1) Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture, and furnishings. Damp wipe as needed.
- 2) Dust baseboards, and ledges. Damp wipe as needed.
- 3) Vacuum all carpeting and carpet mats.
- 4) Damp mop all hard surface floors.

Services To Be Performed Monthly

Lobby, Hallways, Break Rooms, Conference Rooms, Dispatch, Community Relations, Gym, Stairwells, Muster Room, Locker Rooms, Kitchen

- 1) Accomplish all high dusting up to 12 feet, not reached in above-mentioned cleaning. (Task must be accomplished without the use of a ladder)

Jani-King of SE Mississippi
22 Millbranch Road
Suite 710
Hattiesburg, MS 39402
(601) 579-4984



Regional Support Centers

Alexandria • Baton Rouge
Biloxi • Daphne
Flowood • Hattiesburg
Houma • Lafayette
Metairie • Montgomery
Ponchatoula • Shreveport

Franchise Locations

Abbeville • Alexandria • Ama
Amite • Arnaudville • Avondale
Baton Rouge • Bay Minette
Bay St. Louis • Belle Chasse
Bessemer • Biloxi • Bossier City
Boutte • Brandon • Braxton
Breaux Bridge • Brookhaven • Bush
Byram • Cankton • Cantonment
Carencro • Carrlere • Church Point
Clinton • Conehatta • Covington
Crystal Springs • Daphne
Deatsville • Denham Springs
Destrehan • Eight Mile • Elba
Elmore • Enterprise • Ethel
Fairhope • Florence • Foley
Fort Walton • Franklinton • Gautier
Gelsmar • Gonzales • Gray
Greensburg • Greenville
Greenwell Springs • Hattiesburg
Houma • Irvington • Jackson
Kenner • Kilgore • Killeen
LaCombe • Lafayette • Lake Charles
Laplace • Lexington • Longview
Louisville • Loxley • Lucedale
Luling • Lutch • Madison
Madisonville • Magee • Mandeville
Marksville • Marrero • Mathews
Maurepas • McComb • McHenry
Meridian • Metairie • Milton • Minden
Mobile • Monroe • Montgomery
Morgan City • Morton • Moss Point
Mount Olive • Natalbany
New Iberia • New Orleans
Ocean Springs • Panama City
Pass Christian • Patterson • Pearl
Pensacola • Perkinston • Petal
Pine Apple • Ponchatoula
Poplarville • Prairieville • Prattville
Prentiss • Purvis • Raleigh • Reserve
Ridgeland • River Ridge • Saucier
Semmes • Sheffield • Shreveport
Slidell • Spanish Fort • St. Rose
St. Bernard • St. Martinville • Sumral
Sunset • Tallahassee • Tallulah
Terry • Terrytown • Theodore
Thibodaux • Tickfaw • Vacherie
Vancleave • Vicksburg
Wake Village • Walker • Ward
Washington • Woodworth
Youngstown • Youngsville • Zachary

February 3, 2023

Mrs. Destiny McGinty
Purchasing Manager
CITY OF HATTIESBURG POLICE
300 Klondyke St
Hattiesburg, MS, 39401

Dear Mrs. McGinty:

Thank you very much for the time and interest you have afforded me concerning the janitorial needs for your facility. Jani-King appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

Most companies change cleaning services about every 18 months which shows a high degree of dissatisfaction; not to mention the wasted time securing proposals from cleaning companies that over-promise and under-deliver. Our proposal will show you how partnering with Jani-King will solve your cleaning problems and bring an end to this frustrating cycle once and for all.

Each Jani-King representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by Jani-King personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (601) 579-4984.

Trusting we may be of service,

Veronica Lewis
Franchise Owner
Jani-King of SE Mississippi



GENERAL PROCEDURES

I. SUPERVISION

- A. Jani-King authorized franchisee will stay in close contact with the customer's management concerning all work performed
- B. All franchisee personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All franchisee personnel will be checked regularly as to performance and ability to maintain Jani-King standards.

II. WAGE SCALE

- A. All franchisees are required to pay their employees no less than the minimum scale as required by federal law.
- B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained by our franchisees to their employees.

III. SECURITY PROCEDURES AND INSURANCE

- A. A personnel file is set up and maintained on all employees of authorized franchisees.
- B. Franchisees and their employees will work closely with customer's management regarding to the use of acceptable personnel.
- C. Franchisees will check to make sure that the building is properly secured before leaving the building.
- D. Jani-King will provide all necessary insurance and bonds on all of franchisee's employees.



JANI-KING FRANCHISE CONCEPT

Jani-King is an international company currently operating in 100 cities across the United States, Canada, Great Britain, Singapore, Turkey, Brazil, Mexico and Australia. Since 1969, our unique program has provided quality janitorial services for thousands of customers nationwide.

At Jani-King, we know that the quality of service your facility receives is, for the most part, determined by the motivation of the custodian on the job site. This is why we operate through a network of qualified Jani-King franchisees.

Our franchisees perform on the job because they have the motivation and incentive to clean your building professionally. A financial investment into a business of their own and personal commitment to the success of that business ensures that Jani-King franchisees have a genuine concern for a job-well-done. What more concern could you possibly have on the job when the owner of the service company is either doing the work himself or closely supervising his employees?

A key to any successful company is its personnel, and that is why Jani-King puts a qualified and motivated Jani-King franchisee in your facility. The pride this individual takes in caring for his customers will be evident to you in the cleanliness of your working environment.

Backing our franchisees in their efforts, the Jani-King Regional Office Support Personnel will ensure our high cleaning standards. We make sure that our franchisees have the training, personnel, equipment, insurance and most importantly, the customer service support necessary to provide your company with on-going quality janitorial services.

At Jani-King, consistent service is accomplished through a communication program consisting of Past Performance Evaluations, Memo Pads, and Inspection Reports. In addition, our customer service representatives will be in contact with you and will always be abreast of the cleaning needs of your facility.

The Jani-King motto is "The Performance People." Our extensive list of client references will attest that Jani-King franchisees live up to our motto.

JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **ENMON ENTERPRISES, LLC d/b/a Jani-King of SE Mississippi ("JANI-KING")** and **CITY OF HATTIESBURG POLICE ("CLIENT")**.

WHEREAS:

- **JANI-KING** is the franchisor of commercial cleaning and maintenance businesses; and businesses that provide operational services to our commercial customers.
- **JANI-KING** is in the business of providing commercial cleaning and maintenance services and operational services through its authorized franchisees.
- **CLIENT** desires of the services of **JANI-KING** for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- **JANI-KING** through its authorized franchisee agrees to provide such services to **CLIENT**;

THEREFORE, in consideration of the mutual covenants and obligations set out in this Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin the ____ day of _____, _____.

1.2. The term of this Agreement shall be for three (3) years from the date services are scheduled to begin.

1.3. The services shall be performed at the following location:

CITY OF HATTIESBURG POLICE
300 Klondyke St
Hattiesburg, MS, 39401
Serviceable Square Footage: 31,975

1.4. The premises making up the working area under this Agreement will be known further as the "Named Areas", which are further defined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement.

1.5. **JANI-KING** agrees to have its authorized franchisee service the Named Areas as scheduled TWO (2) times per week if Option 1 is selected or THREE (3) times per week if Option 2 is selected.

1.6. **JANI-KING's** authorized franchisee will furnish all equipment, tools, and cleaning supplies, necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. **CLIENT** warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. **CLIENT** hereby agrees to hold **JANI-KING** and its authorized franchise owners and employees harmless and indemnify them from any and all liability resulting from any exposure of **JANI-KING's** personnel, to asbestos, or hazardous or harmful materials.

2. PAYMENT OF SERVICES

- 2.1. **CLIENT** agrees to pay to **JANI-KING** each month the minimum monthly charge stated in the Pricing Schedule, attached hereto and made a part hereof, on or before the last day of each month in which services are rendered. Additionally, **CLIENT** also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. **CLIENT** agrees that all payments due and owing **JANI-KING**, for any reason, shall be properly credited only when delivered to the following address:
- JANI-KING Gulf Coast Region**
300 NE I-55 Service Road
Ponchatoula, LA 70454-3309
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays. Any other credits issued to **CLIENT** by Jani-King shall be calculated using a per clean/missed clean cost for basic services, not including floor care or other services, in the amount of \$720.00 if Option 1 is selected or \$520.00 if Option 2 is selected.
- 2.3. From time to time, as the parties may agree, the amount to be paid by **CLIENT** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by **JANI-KING** by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published by the US Bureau of Labor Statistics.
- 2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, **JANI-KING** may suspend services to **CLIENT** until such payment is received. Suspension of services by **JANI-KING** under this Section shall not deprive **JANI-KING** of any of its remedies or actions against **CLIENT** for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any **JANI-KING** rights.

ACCOUNTS PAYABLE INFORMATION

(TO BE COMPLETED BY CLIENT)

A/P CONTACT _____ BILLING ADDRESS _____
PHONE _____ CITY, STATE, ZIP _____
E-MAIL _____

PAYMENT METHOD

☐ CHECK
BY MAIL

☐ AUTO
DRAFT

☐ CUSTOMER INITIATED
ELECTRONIC FUNDS TRANSFER

CLIENT AGREEANCE TO SECTION 2. PAYMENT OF SERVICES (ABOVE)

Authorized Signature

Print Name

Title

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the authorized **JANI-KING** franchisee who has been designated by **JANI-KING** for this Agreement, will select and designate all personnel to perform **JANI-KING's** and the franchisee's obligations under this Agreement.
- 3.2. Authorized **JANI-KING** franchisees and any of its personnel are not employees of **CLIENT** but are independent contractors; and in this regard, such **JANI-KING** authorized franchisees and their employees will not be within the protection or coverage of **CLIENT's** workers' compensation insurance and no withholding of social security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to **JANI-KING** herein, the same being contract payments and not wages.
- 3.3. **CLIENT** agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that **CLIENT** will not employ any employees, agents, representatives or franchisees of **JANI-KING** or any employees of **JANI-KING** franchisees without the express written consent of **JANI-KING**. **JANI-KING** agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of **CLIENT** without the express written consent of **CLIENT**. **CLIENT** further understands and acknowledges that **JANI-KING** is a franchisor of commercial cleaning and maintenance services and that a non-competition agreement exists between **JANI-KING** and its designated franchisee.

4. TERM, RENEWAL AND TERMINATION

- 4.1. The term of this Agreement shall be for three (3) years from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for the same terms and conditions, unless: (a) **CLIENT** shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) **JANI-KING** shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by **CLIENT** for termination, this Agreement shall expire at midnight of the last day of the term. Otherwise, this Agreement may only be terminated by **CLIENT** for non-performance as set out below.
- 4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this agreement or as outlined in the Cleaning Schedule attached. Before any termination for non-performance is effective, **CLIENT** must give **JANI-KING** written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the date of receipt of notice of non-performance, **JANI-KING**, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of **CLIENT**. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the date of receipt of such notice, **CLIENT** shall provide written notification, as described herein, to **JANI-KING** of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the notice of the failure to satisfactorily cure the defect is not received within fifteen-15 days of the expiration of the thirty-30 day cure period, all deficiencies will be deemed cured.
- 4.3. In the event **CLIENT** terminates this Agreement for any reason other than non-performance, as described above, **CLIENT** agrees to pay, as stipulated damages, an amount equal to twenty-five (25%) percent of the minimum monthly charge stated in the Pricing Schedule, multiplied by the number of months remaining in the term of this Agreement or in any extension or renewal thereof.
- 4.4. All notices between **CLIENT** and **JANI-KING** shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested with the United States Postal Service to the address as stated in Section 2.1 herein for **JANI-KING** or to the address stated on the signature page of this Agreement for **CLIENT**. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for **JANI-KING** to institute suit against **CLIENT** to secure or protect its rights or to collect any sums due under this Agreement, **JANI-KING** shall be entitled to all associated costs of the suit, including reasonable attorney's fees.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of **JANI-KING** and **CLIENT** and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.

- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the **JANI-KING** regional office is located.
- 5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties.
- 5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.
- 5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.
- 5.8. If the service includes disinfection for any reason, including prevention or elimination of communicable disease or other specific pathogens, **JANI-KING** will apply products in accordance with manufacturer's specifications, but **JANI-KING** DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL PREVENT ANY PERSON FROM BECOMING SICK OR CONTRACTING ANY INFECTION OR DISEASE NOR HAS **JANI-KING** INDEPENDENTLY VERIFIED THE EFFECTIVENESS OF SUCH SPECIFICATIONS. **CLIENT** specifically waives and releases any liability for damages to electronics, furniture, or other items based on damage allegedly caused by **JANI-KING** in performing the requested services, as such damages are an inherent risk to such scope of work, specifications and necessary cleaning procedures. Client consents to the use of EPA approved chemicals selected by **JANI-KING** for cleaning COVID-19.
- 5.9. The undersigned individual owner, officer, agent, member or employee of **CLIENT** hereby guarantees the payment to **JANI-KING** of the minimum monthly charges in the attached Pricing Schedule and the payment of all other amounts that become payable under the terms of this Agreement. Said individual acknowledges that without this guaranty of payment, **JANI-KING** would not enter into this Agreement.
- 5.10. A copy of this Maintenance Agreement shall be treated as an original and may be used in lieu of the original document for all purposes.
- 5.11. This Maintenance Agreement supersedes any other contract or negotiations, commitments, agreements (written or oral) and writings between Jani-King and Client with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder. Jani-King and the Client agree that they are governed by the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ____ day of _____, _____.

CITY OF HATTIESBURG POLICE
300 Klondyke St
Hattiesburg, MS, 39401

ENMON ENTERPRISES, LLC
d/b/a Jani-King of SE Mississippi
22 Millbranch Road Suite 710
Hattiesburg, MS 39402

 Authorized Signature

JANI-KING Proposal Delivered by Signature
 Veronica Lewis, Franchise Owner

 Print Name

JANI-KING Representative Signature
 Chance Mercante, Regional Director

 Print Title

 Individually

Client Initials _____ **JANI-KING** Initials _____

CLEANING SCHEDULE

NAMED AREAS:

A.	GENERAL CLEAN
B.	RESTROOMS
C.	HARD SURFACE FLOOR CARE
D.	CARPET CARE
E.	HIGH TOUCH POINT DISINFECTION

I. DAILY CLEANING

A.

1. All trash receptacles to be emptied and trash removed to a collection point. Replace liner and damp wipe receptacle if soil is present. (Liners to be furnished by **CLIENT**.)
2. Vacuum all carpeting, including carpet mats, in traffic lanes. (**JANI-KING** is not responsible for removal of staples in carpets.)
3. Clean and polish drinking fountain/water dispenser.
4. Thoroughly dust all horizontal surfaces: including desktops, telephones, files, windowsills, chairs, tables, pictures and all manner of furnishing in above named areas. Damp wipe as needed, if soil is present.
5. Kitchen/Break room Areas: Damp wipe tables, chairs, counter, exterior of appliances, and sink. Check walls and cabinets for splash/spill marks and remove as necessary.
6. Dust mop hard surface floors with a non-treated dust mop.
7. Damp mop hard surface floors to remove any spillage or soiled areas.
8. Damp wipe entrance metal and finger marks on entrance glass.
9. Spot clean partition glass.
10. Use commercial grade cleaning products and color coded microfiber cloths for proper sanitation.

B. RESTROOMS

1. Stock towels, tissue, and hand soap. (To be supplied by **CLIENT**.)
2. Empty sanitary napkin receptacles and damp wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers, dispensers, and changing tables (if applicable).
6. Toilets and urinals to be cleaned and disinfected inside and out. Polish bright work.
7. Toilet seats to be cleaned on both sides and disinfected.
8. Scour and disinfect all basins. Polish bright work.
9. Dust partitions, tops of mirrors and frames.
10. Remove splash marks from walls around basins.
11. Wet mop and rinse restroom floors with disinfectant.
12. Use a high co-efficient disinfectant on all restroom surfaces and color coded microfiber cloths for proper sanitation.

II. WEEKLY CLEANING

A.

1. Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture and furnishings. Damp wipe as needed, if soil is present.
2. Dust baseboards and ledges. Damp wipe as needed, if soil is present.
3. Vacuum all carpeting and carpet mats, taking care to get into corners, along edges, under mats, and beneath furniture.
4. Damp mop hard surface floors, taking care to get into corners, along edges, under mats, and beneath furniture.
5. Use commercial grade cleaning products and color coded microfiber cloths for proper sanitation.

III. MONTHLY CLEANING

A.

1. Accomplish all high dusting up to 12 feet, not reached in the above-mentioned cleaning. (Task must be accomplished without use of a ladder.)
2. Remove fingerprints and marks from around light switches and doorframes using color coded microfiber cloth and disinfectant.
3. Damp wipe telephones using a disinfectant.

PRICING SCHEDULE*

CITY OF HATTIESBURG POLICE
300 Klondyke St
Hattiesburg, MS, 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

INITIAL ALL THAT APPLY

MAINTENANCE	TWO (2) TIMES PER WEEK SIX THOUSAND TWO HUNDRED THIRTY- NINE DOLLARS \$6,239.00 PER MONTH	_____
--------------------	---	-------

TOTAL	SIX THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS \$6,239.00 PER MONTH
--------------	--

*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.

PRICING SCHEDULE*

CITY OF HATTIESBURG POLICE
300 Klondyke St
Hattiesburg, MS, 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

INITIAL ALL THAT APPLY

MAINTENANCE	THREE (3) TIMES PER WEEK SIX THOUSAND SEVEN HUNDRED FIFTY- NINE DOLLARS \$6,759.00 PER MONTH	_____
--------------------	--	-------

TOTAL	SIX THOUSAND SEVEN HUNDRED FIFTY-NINE DOLLARS \$6,759.00 PER MONTH
--------------	---

***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.**



SUPPLEMENTAL SERVICES

Being a fully committed facility partner means being there when you need us most. In addition to the services outlined in your Cleaning Schedule, **JANI-KING** also provides a host of **Supplemental Services** when requested. Below are examples of additional Requested Cleans available to CITY OF HATTIESBURG POLICE that can be performed for an additional fee should the need arise.

HARD SURFACE FLOOR & CARPET CARE SERVICES

Carpet Extraction	Strip & Wax
Carpet Bonnet	Ceramic Tile Scrub
Burnishing	Grout Restoration
Top-Scrub & Re-Coat	Stone Care Program

GENERAL CLEANING & PROJECT SERVICES

Day Porter Services	Facility Maintenance
Window Cleaning	General Grounds Services
Pressure Washing	Water Restoration
Construction Clean-Up	Minor Repair & Maintenance

SPECIALTY SERVICES

Disaster Response	Green Programs
Emergency Management	Recycling Implementation
Temporary Staffing	Pest Control
Mold Remediation	Asset Management



OTHER SERVICES

- A. Defective or inoperative building equipment shall be brought to the attention of **CLIENT** such as:
- leakage or plumbing problem.
 - defective lights or lighting.
 - door and/or gates not properly secured.
 - other unusual circumstances which might affect the security, maintenance, or effectiveness of the facility.
- B. A Teflon-type carpet protector will be applied, upon request, for an additional fee.
- C. An anti-static material will be applied to all carpeting, upon request, for an additional fee.
- D. Care will be exercised so that baseboards, wall and furniture will not be splashed, marred, disfigured, or damaged during these or any other scheduled operations.
- E. Janitor closets, equipment, and materials shall be kept in a neat, clean, and orderly condition at all times.
- F. Any emergency cleaning accomplished for a nominal fee.



REFERENCES

SOUTHEAST MISSISSIPPI

VENTURE CHURCH
4142 Lincoln Road
Hattiesburg, MS 39402
(601) 544-0100
Jeff May
Began Servicing: 2010

ARTHRITIS ASSOCIATES
7100 Hwy 98
Hattiesburg, MS 39402
(601) 582-7655
Paulette Stuart
Began Servicing: 2017

KEESLER FEDERAL CREDIT UNION
1119 Evelyn Grandy Parkway
Petal, MS 39465
(601) 388-5500 Ext 6316
Mark Watkins
Began Servicing: 2018

LAUREL SURGERY & ENDOSCOPY
1710 West 12th Street
Laurel, MS 39440
(601) 369-2021
Meredith Baker
Began Servicing: 2015

MERIDIAN VA CBOC
2103 13th Street
Meridian, MS 39301
(601) 482-3275
Robbi Broadhead
Began Servicing: 2010

LAUREL-JONES COUNTY LIBRARY
530 Commerce Street
Laurel, MS 39440
(601) 428-4313 Ext. 103
Carolyn Russell
Began Servicing 2012

PEARL RIVER VALLEY ELECTRIC
1422 Hwy 13 North
Columbia, MS 39429
(601) 731-7701
Dana Monk
Began Servicing: 2015



ABOUT OUR INSURANCE

We enclose a copy of our certificate of insurance that reflects the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are several specialized coverages that are included for our mutual protection that deserve special mention:

1. **Care, Custody & Control Coverage** - This important form of protection is excluded from most standard general liability policies. It provides protection against damage to property that our employees may be directly working on and for which we may be held legally liable.
2. **Extended Property Damage** - This coverage redefines property damage to include theft and mysterious disappearance for which we are legally liable, i.e., we throw out important papers or neglect to lock the premises after we have completed our night's work, etc.
3. **Lost Key Coverage** - If we have the legal responsibility for a master key for a building and it is lost or misplaced, this provides coverage to have the building totally re-keyed, if necessary.
4. **Third Party Fidelity Bonding** - This provides protection in the event that one of our employees steals from you. There must be conclusive proof; but, once that is established, the bond will respond to our legal responsibility.

We were able to obtain these unique coverages by purchasing our insurance under a plan specifically designed for the members of the building service contracting industry. This program has been underwritten by Liberty Mutual Insurance and Travelers Insurance and is tailored to meet the industry's needs.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2301856

ITEM: TREE REMOVAL

BID #1

WINNING BID

COMPANY JOSHUA M PERKS

BID

AMOUNT \$3,400.00

BID #2

COMPANY B AND C RILEY TREE SERVICES

BID

AMOUNT \$3,800.00

BID #3

COMPANY _____

BID

AMOUNT _____

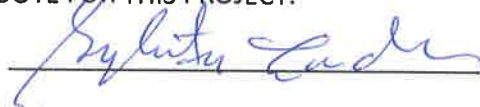
BID #4

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
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

1002

Vendor
JOSHUA M PERKS
2047 OLD HWY 24
HATTIESBURG, MS 39402-7750

49435

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02301856**
Purchase Order Date **02/09/2023**
Department **LAND DEVELOPMENT**
Required By **03/10/2023**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	PERKSPRECISION@GMAIL.COM	49435	2301905	Brittany Vasser	

NOTES

TWO QUOTE - TREE REMOVAL AT 509 S 19TH AVE
PLEASE SEND INVOICE TO BVASSER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TREE REMOVAL AT 508 S 19TH AVE GL #: 001180 - 601800	1.0000	EACH	\$3,400.0000	\$3,400.00

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 \$3,400.00
Purchase Order Total \$3,400.00



Perks Tree Masters

2047 Old Highway 24
Hattiesburg, MS 39402

Proposal #488

Created: 01/30/2023

From: Josh

Proposal For

City of Hattiesburg

508 South 19th Ave
Hattiesburg, MS 39401

main: 601-545-4675
slondon@hattiesburgms.com

Location

508 S 19th Ave
Hattiesburg, MS 39401

Terms

PAYMENT DUE AT COMPLETION

508 S 19th Ave 39401

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Tree Removal Removal of 1 tall Pine tree leaning over neighboring property. Will need to acquire access through neighboring property. Job includes; Safely cut down, cut up, grind stump, haul off all debris, final clean up, and disposal fee. Proposal also includes removing section of fence to remove Pine tree safely with replacement of said fence.	1	\$ 3,400.00	\$ 3,400.00

Client Notes

Start date can begin as early as February 1, 2023. Proposal bid of \$3,400.00 expires February 28, 2023.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL	\$ 3,400.00
SALES TAX	\$ 0.00
TOTAL	\$ 3,400.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Josh
Mobile: (601) 498-5733
perksprecision@gmail.com





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

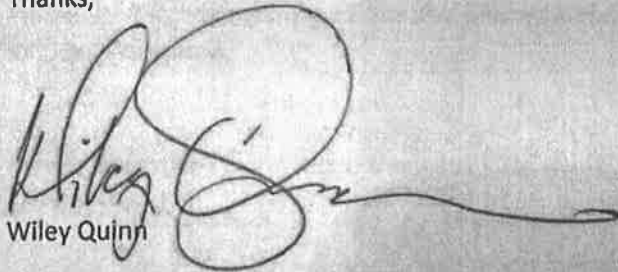
COUNCIL - WARD FIVE
Nicholas Brown

To Whom It May Concern,

The City of Hattiesburg Code Enforcement Department is requesting to receive sealed/written quotes by 5:00 p.m. on January 31st, 2023 for the court ordered removal of a tree at the following location:

- 508 South 19th Avenue – Removal of dangerous tree, grinding of the stump, and removal of all debris.
 - o Cost of tree removal, stump grinding, and removal of debris.....\$ 3,400

Thanks,



Wiley Quinn

Director of Urban Development

City of Hattiesburg

- Starting date soon as 2-1-23
(pending weather
ground conditions)

- Price expires 3-1-23

- \$3,400 total to remove tree,
grind stump, & remove all
debris,

* - Permission to work from
neighboring property is
required.

* - Must be able to remove fence
sections for equipment access

* - Perks Tree Masters would be
responsible for reinstalling
fence section.

Perks Tree Masters
601-498-5733

John Perks 1/31/23



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

To Whom It May Concern,

The City of Hattiesburg Code Enforcement Department is requesting to receive sealed/written quotes by 5:00 p.m. on January 31st, 2023 for the court ordered removal of a tree at the following location:

- 508 South 19th Avenue – Removal of dangerous tree, grinding of the stump, and removal of all debris.

~~7~~ Cost of tree removal, stump grinding, and removal of debris..... \$3,800.⁰⁰/₁₀₀

Thanks,


Wiley Quinn
Director of Urban Development
City of Hattiesburg

Delivery Date 2-1-2023
Expiration 2-27-2023


Daniel Riley

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2301874

ITEM: PC'S FOR COUNCIL ROOM

BID #1

WINNING BID

COMPANY C D W GOVERNMENT

BID

AMOUNT \$12,429.00

BID #2

COMPANY METRIX SOLUTIONS

BID

AMOUNT \$12,783.24

BID #3

COMPANY _____

BID

AMOUNT _____

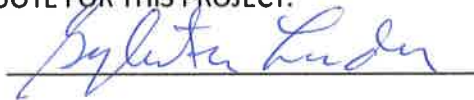
BID #4

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 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Vendor 2383
C D W GOVERNMENT
120 S RIVERSIDE
CHICAGO, IL 60606-3913

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02301874**

Purchase Order Date **02/10/2023**

Department **INFORMATION TECHNOLOGY**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	MONICA.LIWAG@CDWG.COM	2383	2301916	Sherry Brown	

NOTES

TWO QUOTE - PC FOR COUNCIL ROOM - IT DEPT
EMAIL INVOICE TO SBROWN@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DELL OPTIPLEX 5400 ALL-IN-ONE GL #: 001402 - 790100	9.0000	EACH	\$1,219.0000	\$10,971.00
2	DELL UPGRADE FROM 3Y TO 5 Y PRO SUPPORT PLUS GL #: 001402 - 790100	9.0000	EACH	\$162.0000	\$1,458.00

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

Total Ext. Price

\$12,429.00

Purchase Order Total

\$12,429.00


City Clerk



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

ROBERT FRIEND,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFPW039	2/3/2023	DELL AIO TOUCHSCREEN QTY 9	267010	\$12,429.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell OptiPlex 5400 All-In-One, all-in-one - Core i5 12500 32GB - vPro Ess	9	7056874	\$1,219.00	\$10,971.00
Mfg. Part#: 2R4XT Contract: Mississippi EPL 3760 Dell Hardware (3760)				
Dell Upgrade from 3Y Next Business Day to 5Y ProSupport Plus - extended ser	9	4132273	\$162.00	\$1,458.00
Mfg. Part#: 808-3204 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)				

SUBTOTAL	\$12,429.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$12,429.00

PURCHASER BILLING INFO

Billing Address:
CITY of HATTIESBURG
ACCTS PAYABLE
PO Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4513
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF HATTIESBURG
INFORMATION TEC
200 FORREST ST FL 1
HATTIESBURG, MS 39401-3451
Shipping Method: UPS Ground

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Monica Liwag | 800.808.4239 | monica.liwag@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$12,429.00	\$349.13/Month	\$12,429.00	\$398.85/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?[My Account](#)[Support](#)[Call 800.800.4239](tel:800.800.4239)[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at:
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

190 E Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



COH - Dell All in Ones - 2023-2-8

Prepared by:

Metrix Solutions

Harrison Partridge

601-863-0086

Fax 601-510-9718

harrisonpartridge@pileum.com

Prepared for:

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Robert Friend

rfriend@hattiesburgms.com

(601) 545-4561

Quote Information:

Quote #: 056472

Version: 1

Delivery Date: 02/10/2023

Expiration Date: 03/10/2023

Quote Summary

Description	Amount
Products	\$12,783.24
Total:	\$12,783.24

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

Products

Item	Description	Price	Qty	Ext. Price
	Processor Label Intel® Core™ i5 Processor Label			
	Transportation from ODM to region Standard shipment			
	Protect Your New PC No anti-virus software			
	Microsoft Application Software No Microsoft Office License included			
	FGA Module No FGA			
	LCD OptiPlex All-in-One Non-Touch Panel			
	Systems Management In-Band Systems Management			
	Windows AutoPilot No AutoPilot			
	EPEAT 2018 EPEAT 2018 Registered (Gold)			
	Dell Services:Hardware Support 5 Years ProSupport with Next Business Day Onsite Service			
Subtotal:				\$12,783.24

Shipping

Item	Description	Price	Qty	Ext. Price
Shipping	Free Standard Shipping	\$0.00	1	\$0.00

Products

Item	Description	Price	Qty	Ext. Price
210-BDET	OptiPlex 5400 All-in-One	\$1,420.36	9	\$12,783.24
	Processor	12th Gen Intel® Core™ i5-12500 (18 MB cache, 6 cores, 12 threads, 3.00 GHz to 4.60 GHz Turbo, 65 W)		
	Memory	8 GB, 1 x 8 GB, DDR4		
	Hard Drive	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35		
	Additional Hard Drive	No Additional Hard Drive		
	Video Card	Intel® Integrated Graphics		
	Chassis Options	23.8", FHD, Integrated Graphics, WVA Non Touch Anti-Glare, HDMI, FHD Camera, Bronze 160W PSU		
	Power Cord	System Power Cord (US)		
	Wireless	No Wireless LAN Card (no WiFi enablement)		
	Wireless Driver	None		
	Stands and Mounts	Basic Stand		
	Adapter	No Additional Cable		
	Keyboard	Dell KB216 Wired Keyboard English, US		
	Mouse	Dell Optical Mouse - MS116 (Black)		
	Back Cover	No Cable Cover		
	External Speakers	No External Speaker		
	Software Stack	Dell Applications Windows 10 & 11 DGR with Dell Optimizer, IRST		
	Operating System Recovery Options	OS-Windows Media Not Included		
	ENERGY STAR	ENERGY STAR Qualified		
	Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)		
	System Monitoring Options	Dell Watchdog Timer		
	Placemat	Quick Start Guide		
	Operating System	Windows 10 Pro (Windows 11 Pro license included), English, French, Spanish		
	EAN/UPC Labels	No UPC Label		
	TPM Security	Trusted Platform Module (Discrete TPM Enabled)		
	Shipping Material	Shipping Material		
	Label	Regulatory Label for OptiPlex 5400 AiO integrated graphics config (FSJ)		



We have prepared a quote for you

COH - Dell All in Ones - 2023-2-8

Quote # 056472
Version 1

Prepared for:

City of Hattiesburg

Robert Friend
rfriend@hattiesburgms.com



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Vendor 2383
C D W GOVERNMENT
120 S RIVERSIDE
CHICAGO, IL 60606-3913

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02301874**
Purchase Order Date **02/10/2023**
Department **INFORMATION TECHNOLOGY**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	MONICA.LIWAG@CDWG.COM	2383	2301916	Sherry Brown	

NOTES

TWO QUOTE - PC FOR COUNCIL ROOM - IT DEPT
EMAIL INVOICE TO SBROWN@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DELL OPTIPLEX 5400 ALL-IN-ONE GL #: 001402 - 790100	9.0000	EACH	\$1,219.0000	\$10,971.00
2	DELL UPGRADE FROM 3Y TO 5 Y PRO SUPPORT PLUS GL #: 001402 - 790100	9.0000	EACH	\$162.0000	\$1,458.00

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 \$12,429.00
Purchase Order Total \$12,429.00

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2301880

ITEM: CULTURAL CENTER MUSEUM INSTALLATION OF MITSUBISHI

BID #1

WINNING BID

COMPANY JIM SERVICES SMITH

BID

AMOUNT \$5,491.66

BID #2

COMPANY AMERICAN AIR SPECIALISTS OF MS INC

BID

AMOUNT \$5,950.00

BID #3

COMPANY _____

BID

AMOUNT _____

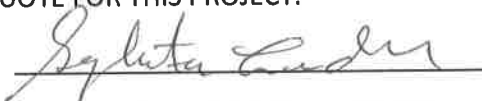
BID #4

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

Vendor 4234
JIM SERVICES SMITH
PO BOX 17737
HATTIESBURG, MS 39404-2009

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02301880**
Purchase Order Date **02/10/2023**
Department **COMMUNITY CENTERS**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JIM@JIMSMITHSERVICES.COM	4234	2301900	Rebecca Acker	

NOTES

2 QUOTE CUL CNTR. MUSEUM

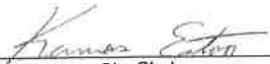
Please send invoice to comcntr@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LABOR AND MATERIAL TO INSTALL NEW MITSUBISHI PLFY-EP24NEMU-E WITH GRILL TO REPLACE THE DEFECTIVE CASSETTE. GL #: 077650 - 604900	1.0000	EACH	\$5,491.6600	\$5,491.66

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 \$5,491.66

Purchase Order Total \$5,491.66


City Clerk

Jim Smith Services, Inc
P.O. Box 17737
Hattiesburg MS 39404

QUOTE

DATE

1/16/2023

INVOICE #

0000092551

CUST #

0000195

BILL TO:

City Of Hattiesburg, MS 39401
P. O. Box 1898
Hattiesburg MS 39401

SHIP TO:

Cultural Center
723 North Main Street
Hattiesburg MS 39401

P.O. NUMBER		TERMS	SALES PERSON	
		DUE ON RECEIPT		
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
1.00	Labor and material to install a new Mitsubishi PLFY-EP24NEMU-E with grill to replace the defective cassette Not included is any additional refrigerant that may be required.		5,491.66	5,491.66
TOTAL				\$5,491.66



AMERICAN AIR SPECIALISTS OF MS, INC.

P.O. BOX 162
HATTIESBURG, MS 39403-0162
OFFICE (601)583-2575
FAX (601) 544-7746

January 31, 2023

TO: City of Hattiesburg

RE: Replacement Cassette @ Library

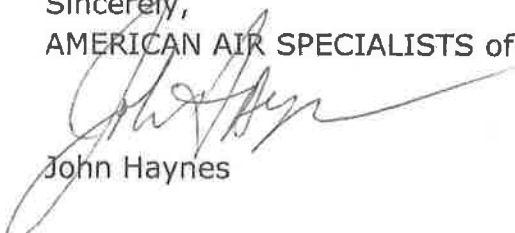
ATTN: Purchasing Division
twoquote@hattiesburg.com

Demo and dispose of existing (2) ton Mitsubishi ceiling cassette and replace with new. Refrigerant excluded.

Contract Price...\$5,950.00

NOTE: 30 to 45 days delivery, 30-day price expiration.

Sincerely,
AMERICAN AIR SPECIALISTS of MS, Inc.



John Haynes

Accepted By: _____ Date: _____

The price may be withdrawn if not accepted in 7 to 10 days due to price fluctuation on materials.
All credit card payments are subject to a 2.75% convenience fee

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2301881

ITEM: P&R HPR POOLS FOR POOL CHEMICALS

BID #1

WINNING BID

COMPANY SAMMY GRAHAM LLC

BID

AMOUNT \$11,926.00

BID #2

COMPANY ADOCK POOL & SPA

BID

AMOUNT \$11,985.72

BID #3

COMPANY SWIM DISTRIBUTORS LLC

BID

AMOUNT \$13,010.41

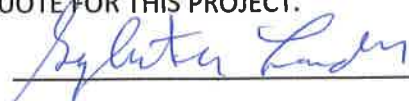
BID #4

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 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02301881**
Purchase Order Date **02/10/2023**
Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 47471
SAMMY GRAHAM LLC
80 JUNIOR GRAHAM LN
COLLINS, MS 39428-4508

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	graham17824@bellsouth.net	47471	2301923	Akira Lewis	

NOTES

P&R HPR POOLS-TWO QUOTE FOR POOL CHEMICALS
PLEASE SEND INVOICE TO ALEWIS@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	POOL CHEMICALS AS SPECIFIED IN ATTACHED DOCUMENTS GL #: 002315 - 513000	1.0000	EACH	\$11,926.0000	\$11,926.00

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 \$11,926.00

Purchase Order Total \$11,926.00

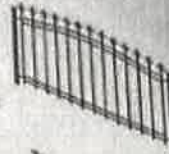
City Clerk

Quote



601.517.8283

graham17824@bellsouth.net
80 Jr Graham Lane
Collins, MS 39428



9-0-0-0

city of Kalamazoo

DATE: 1/24/2023

PHONE:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
16	100lb Work		5250 ⁰⁰
16	50lb 8" x 7/8" tile		4250 ⁰⁰
160	gal Liquid Chlorine		1290 ⁰⁰
24	qt 60% algaecide		795 ⁰⁰
12	qt super blue		290 ⁰⁰
2	tin 1 Test strips		51 ⁰⁰
		SUBTOTAL	\$11926 ⁰⁰
		FREIGHT	—
		SALES TAX	—
		TOTAL	\$11926 ⁰⁰

THIS INVOICE IS DUE UPON COMPLETION.

CUSTOMER SIGNATURE:





Quote for the City of Hattiesburg Pool Chemicals

<u>Unit:</u>	<u>Price:</u>
100# Granular Chlorine (68%, Qty 16)	\$4,992.64
3" Chlorine Pucks (50# pails, Qty 16)	\$4,764.96
Gal. 12.5% Sodium Hypochlorite (Qty 150)	\$ 982.50
60% Polyquat Algaecide (1 qt bottles, Qty 24)	\$ 983.76
Polysheen Blue Pool Clarifier (1 qt bottles, Qty 12)	\$ 227.88
AquaCheck test strips (Qty 2)	\$ 33.98
7% MS sales tax:	\$ n/a

Total Quote: \$11,985.72

All labor and plumbing costs are estimates only. Costs will be adjusted at billing based on work performed to reflect actual labor hours and plumbing parts used. Expanded scope of work and complications found onsite may result in higher labor charges. Travel fees are charged at \$3 per mile, per one way trip unless otherwise noted.

Note to Customer:

This is a quote provided for chemical pricing. Pricing includes free delivery on orders over \$400.00.

Adcock does not recommend using test strips for commercial pools. They are not appropriate for, nor recommended for, use in commercial pools. Adcock recommends the use of a Taylor K-2005 test kit. 2 Taylor K-2005 test kits will cost \$197.12.

Payment Terms:

Net 30 terms upon completion of this scope of work. This quote is valid for the foreseeable future. To lock in pricing, this quote should be accepted by April 1st, 2023.

Please note: If your facility is tax exempt, please provide proof of exemption when accepting this quote. MS sales tax will be removed at invoicing.

I approve this quote and authorize Adcock Pool and Spa to proceed with the scope of this quote based on the terms and conditions above.

Signature of Authorized Representative

____/____/____
Date

Approved quotes can be returned to:

Dewey Case
Commercial Sales Manager
Adcock Pool and Spa
Phone: 601-297-7953
Email: dewey@adcockpoolandspa.com

QUOTATION

Swim Distributors, LLC

11134 Cedar Park Avenue
Baton Rouge, LA 70809
UNITED STATES
2253088989



Order Number	
1040956	
Order Date	Page
02/01/2023 09:16:10	1 of 1

Quote Expires On: 03/03/2023

Bill To:

City of Hattiesburg Purchasing Division
PO Box 1898
Hattiesburg, MS 39403
US

Ship To:

City of Hattiesburg Purchasing Division
PO Box 1898
Hattiesburg, MS 39403
US

601-545-4624

Customer ID: 10916

PO Number					Ship Route	Taker		
Chemical Quote						TOBI.COLLINS		
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
16.0000	0.0000	16.0000	EA		CH100	EA	346.8725	5,549.96
				1.0	Chlor-More Shock 100# 68% STOCK SHOCK	1.0		
16.0000	0.0000	16.0000	EA		52550	EA	284.8875	4,558.20
				1.0	50# POOL TROL 3" 7oz TABLETS	1.0		
150.0000	0.0000	150.0000	EA		01250-F	EA	10.2667	1,540.01
				1.0	12.5% 1 gallon of Liquid Chlorine	1.0		
24.0000	0.0000	24.0000	EA		50627	EA	39.4833	947.60
				1.0	POOL TROL 12X1QT 60% ALGAECIDE	1.0		
12.0000	0.0000	12.0000	EA		20154A	EA	28.9500	347.40
				1.0	Robarb Super Blue clarifier 32 fl. oz.	1.0		
2.0000	0.0000	2.0000	EA		551236	EA	33.6200	67.24
				1.0	Test Strips Silver7 in 1	1.0		

Total Lines: 6

SUB-TOTAL: 13,010.41

TAX: 0.00

AMOUNT DUE: 13,010.41

U.S. Dollars



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: PURCHASING DEPT

FROM: AKIRA LEWIS

RE: BID REQUEST

DATE: 2/7/22

This is a request for a two quote on the following chemicals:

1. Chlor-More Shock 100# Qty of 16
2. Pool Trol 3" 7oz Tablets Qty of 16
3. 12.5% 1 gallon of Liquid Chlorine Qty of 150
4. Pool Trol 12x1 QT 60% ALGAECIDE Qty of 24
5. Robarb Super Blue Clarifier 32 Fl. Oz Qty of 12
6. Test Strips Silver 7 in 1 Qty of 2

Attached are quotes from the vendors

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2301942

ITEM: FLOORING

BID #1

WINNING BID

COMPANY JOHN BENNETT INC (QUALITY FLOORING HATTIESBURG/COLUMBIA)

BID

AMOUNT \$10,022.70

BID #2

COMPANY ANDERSON RETAIL INC

BID

AMOUNT \$21,025.17

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

Purchase Order

Fiscal Year 2023

Page 1 of 1

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

1001

Ship To
125 Walnut St
Hattiesburg, MS 39401

1013

Purchase Order Number **02301942**

Purchase Order Date **02/15/2023**

Department **CONSTRUCTION**

FID 64-8000432

Vendor
JOHN BENNETT INC
COLUMBIA, MS 39429

49663

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	QUALITYFLOORINGINC@BELLSOUTH.NET	49663	2301970	Cheryl Fluker	

NOTES

TWO QUOTE - FLOORING

PLEASE SEND INVOICE TO CFLUKER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CERAMIC TILE /REMOVAL OF TILE & FURNITURE/INSTALL GRADE SHOE MOLDING GL #: 001207 - 599000	1.0000	EACH	\$10,022.7000	\$10,022.70

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 **\$10,022.70**

Purchase Order Total **\$10,022.70**

SHOE MOLDING,

ANY FLOOR PREP IF NEEDED FOR CRACKS IN THE SLAB OR

OR ADDITIONAL LABOR IF NEEDED FOR AFTER HOUR
INSTALLATION

ALL SUPPLIES & FLOOR PREP IS ESTIMATED	\$0.00	1	\$0.00
--	--------	---	--------

Subtotal	10,022.70
----------	-----------

Tax	0.00
-----	------

Estimate Total (USD)	\$10,022.70
----------------------	-------------

Notes

jb sm

Terms

All material and labor totals are estimated and subject to change. Extra floor prep may be needed once old flooring is removed. All supplies and floor prep are estimated. All special order and installed jobs require a half deposit. Balance on installed jobs must be paid before installation.



Quality Flooring Hattiesburg/Columbia
 Mail Payments to PO Box 744
 Columbia, Mississippi 39429
 United States
 601-736-5113 or 255-0100

City Of Hattiesburg
 125 Walnut St
 601-545-4626 Cheryl
 Hattiesburg, Mississippi US

Estimate Number C000027085
 Estimate Date 01/31/2023
 Reference Roxanne

Description	Rate	Qty	Line Total
Ceramic Tile To Be Selected	\$0.99	1650	\$1,633.50
price may change once selected			
Labor To Install Tile In Storage Room, Conference Room & 7 Offices	\$2.80	1650	\$4,620.00
price depends on size of tile and pattern			
LFT Gray thinset LFT gray thInset	\$18.95	35	\$663.25
Bostik Vivid Grout & Sealer	\$46.95	9	\$422.55
Take Up Existing Vinyl Click	\$0.35	1325	\$463.75
Take Up Commercial Carpet	\$0.28	325	\$91.00
Haul Off Old Flooring	\$0.08	1650	\$132.00
Estimated Labor for prep after take up	\$75.00	4	\$300.00
Estimated gray floor patch	\$18.95	3	\$56.85
Move Furniture	\$75.00	4	\$300.00
Move Big Filling Cabinets	\$10.00	5	\$50.00
Move Small Filling Cabinets	\$5.00	8	\$40.00
Install Prime Grade Shoe Molding	\$1.85	108	\$199.80
Install Stain Grade Shoe Molding	\$2.10	500	\$1,050.00
THIS ESTIMATE DOES NOT INCLUDE MOVING SMALL ITEMS	\$0.00	1	\$0.00
OR ELECTRONICS, PROVIDING THE STAIN FOR THE STAINED			

ANDERSON RETAIL, INC.

dba Anderson Carpet One
Floor and Home

Member: Associated Builders and Contractors, Inc.
Mississippi Certificate of Responsibility #06096

11 Office Park Drive, Suite 40 Hattiesburg, MS 39402
Telephone (601) 584-4540 Fax (601) 584-4544

Email: mbordelon@andersondesigncenter.com

PROPOSAL

To: City of Hattiesburg Construction Offices

Date: 1/13/22

Attention:

Fax #:

From: Meg Bordelon

Office: 601-545-7198

Mobile: 484-554-2989

Project: Flooring Replacement for 8 Rooms (Complete Replacement with Porcelain Tile)

Conditions of Proposal

Subfloor must be approved prior to floor covering installation. Anderson's preparation work to subfloor includes minor spot and crack patching only (unless otherwise noted in this proposal). This does not include leveling or skim coating, which is considered major. Unless a floor is set in a "mud bed" it is the contractor's responsibility to achieve the proper slope to floor drains. Major floor preparation will be negotiated based on the condition of the subfloor and the amount of work necessary to bring the subfloor into specification. Further explanation of these limitations will be provided upon request. Demolition and or removal of existing materials (if applicable) included only if noted in proposal. Ceramic tile does not include "backer board" unless otherwise noted.

Scope of Services

Description	Price
Title (12x24 Porcelain Tile) \$2.49/SF	
Porcelain Tile & Freight	\$4,458.28
Material	
Laticrete Tile Adhesive, Metal Transition Strips, & Grout	\$1,873.51
Labor	
Carpet Glue Down, Vinyl, and Wood Take up & Disposal,	\$12,517.90
Tile Installation & Grouting	
Removal and Replacement of Stained Shoemold & Painted Shoemold	
Moving Furniture	
Includes Moving Office Furniture (Desks and Chairs)	\$800.00
Does not include moving electrical equipment such as copy machines, phones, computers, files, or personal items	
Sales Tax, MPC or other fees	7.00%
Total for the sum of:	\$21,025.17

NOTE: The pricing for this proposal is based on the entire scope of services.

Any separation of pricing in the scope of services is for the convenience of the addressee of this proposal only.
Acceptance and awarding of any part of the scope of services for less than entire scope is subject to Anderson's approval.
This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Meg Bordelon

Anderson Carpet One
Floor and Home

Approved By (Print and Sign)

Addenda or changes seen by Anderson:
Number of pages including this page:

none
1

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302016

ITEM: PAINT MACHINES

BID #1

WINNING BID

COMPANY SITEONE LANDSCAPE SUPPLY HOLDING, LLC

BID

AMOUNT \$5,725.00

BID #2

COMPANY PIONEER ATHLETICS

BID

AMOUNT \$7,973.34

BID #3

COMPANY _____

BID

AMOUNT _____

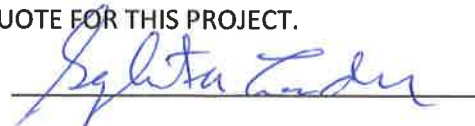
BID #4

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 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302016**

Purchase Order Date **02/21/2023**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 49595
SITEONE LANDSCAPE SUPPLY HOLDING, LLC
24110 NETWORK PLACE
CHICAGO, IL 60673-1241

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
470-277-7313	GLUCAS@SITEONE.COM	49595	2302017	Akira Lewis	

NOTES

P&R ALL BALLFIELDS-TWO QUOTE PAINT MACHINES
PLEASE SEND INVOICE TO ALEWIS@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	GRACE FIELDLAZER S100 AIRLESS FIELD MARKER GAS POWERED W/HONDA GX35 ENGINE GL #: 002300 - 565000	2.0000	EACH	\$2,862.5000	\$5,725.00

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 \$5,725.00

Purchase Order Total **\$5,725.00**



Canton MS #181
2498 US 51
Canton, MS 39046
W: (601)829-4001

Bid

Bill To:

City of Hattiesburg (#1153869)
PO Box 1898
Hattiesburg, MS 39403-1898
W: (601)544-1034

Ship To:

City of Hattiesburg (#1153869)
PO Box 1898
Hattiesburg, MS 39403-1898
W: (601)544-1034

Created	Quote#	Due Date	Expected Award Date	Expiration Date
02/15/2023	6105557	03/15/2023	03/15/2023	03/15/2023

Printed	Job Name	Job Description	Job Start Date
02/18/2023 12:38:14			03/15/2023

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1	248942	Graco FieldLazer S100 Airless Field Marker Gas Powered w/ Honda GX35 Engine	2	2,862.500	5,725.00
2					

Total Price: \$ 5,725.00

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.
Local tax may differ based on locations and local codes.





MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Dave Ware

COUNCIL - WARD FIVE

Nicholas Brown

TO: VENDOR

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 2/16/2023

This is a request to bid on (2) Graco FieldLazer S100 Airless Field Marker Gas Powered w/Honda GX35 Engine paint machines. Equipment must be delivered to 139 Parkway Blvd Hattiesburg, MS 39401.

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 2/20/23 before 5:00pm.

Qty of 2- Graco FieldLazer S100 Airless Field Marker Gas Powered with Honda GX35 Engine- Total Price \$ 5725.00

Vendor Signature:

THIS IS NOT A FORMAL RECEIPT - FINAL PRICING MAY DIFFER.

Pioneer Athletics 4529 INDUSTRIAL PKWY • CLEVELAND, OH 44135 VOICE: 800.877.1500 FAX: 800.877.1511		DROP SHIP: C16592001		QUOTE	
SOLD TO (SAME AS SHIP TO UNLESS INDICATED) CITY OF HATTIESBURG		CUSTOMER ACCT. NO. C16592			
STREET: PO BOX 1898		ATTN: ACCOUNTING DEPT		EMAIL: nmurphy@hattiesburgms.com	
CITY / STATE: HATTIESBURG MS		FAX: () -		PHONE: (601)545-4686	
SHIP TO: CITY OF HATTIESBURG		ZIP CODE: 39403-1898		COUNTY: FORREST	
STREET: C/O TATUM PARK 139 PARKWAY BLVD.		ATTN: AKIRA LEWIS, GRND MAINT		EMAIL: nmurphy@hattiesburgms.com	
CITY: HATTIESBURG		FAX: (601)545-6661		PHONE: (601)545-4667	
DATE OF ORDER: 2/16/2023		STATE: MS		COUNTY: FORREST	
SALESPERSON 46 46		BUYERS NAME: AKIRA LEWIS, GRND MAINT - CITY OF HATTIESBURG		CUSTOMER PURCH. ORDER NO.	
DELIVERY NOTES:		SALESMAN ORDER NO.		TERMS: NET 15 DAYS	
		MASTER TRACKING NUMBER:		DOCK:	
Item Number 248942 FRT	Product GRACO FIELDLAZER S100 STRIPER SHIPPING & HANDLING CHARGES	Qty 2 1	Unit Price \$3,895.00 \$183.34	Tax \$0.00 \$0.00	Sub Total \$7,790.00 \$183.34
Total value of items in this order:			\$7,973.34	\$0.00	\$7,973.34

* tax on quote, order, or invoice (if applicable) is accurate (including tax on freight) but will not be listed per item until items are ordered.

For full terms and conditions go to <https://pioneerathletics.com/terms-and-conditions>



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: VENDOR

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 2/16/2023

This is a request to bid on (2) Graco FieldLazer S100 Airless Field Marker Gas Powered w/Honda GX35 Engine paint machines. Equipment must be delivered to 139 Parkway Blvd Hattiesburg, MS 39401.

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 2/20/23 before 5:00pm.

Qty of 2- Graco FieldLazer S100 Airless Field Marker Gas Powered with Honda GX35 Engine- Total Price \$ 7,973.34

Vendor Signature:

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302038

ITEM: REMOVAL & INSTALLATION OF FENCE

BID #1

WINNING BID

COMPANY UNITED FENCE COMPANY

BID

AMOUNT \$15,414.00

BID #2

COMPANY JEFCOAT FENCE COMPANY INC OF HATTIESBURG

BID

AMOUNT \$15,995.00

BID #3

COMPANY _____

BID

AMOUNT _____

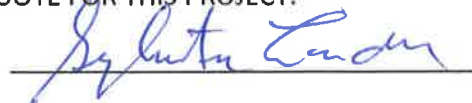
BID #4

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
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
212 West Front St
Centennial Building
Hattiesburg, MS 39401

1014

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302038**

Purchase Order Date **02/22/2023**

Department **ENGINEERING**

FID 64-6000432

Vendor 4504
UNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG, MS 39401-3816

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	UNITEDFENCECO@BELLSOUTH.NET	4504	2302037	Lakecia Buckhalter	

NOTES

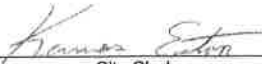
TWO QUOTE - REMOVAL & INSTALLATION OF FENCE
PLEASE SEND THE INVOICE TO shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REMOVE EXISTING TENNIS COURT FENCING TO INCLUDE: FABRIC, GATES, HORIZONTAL RAILS, AND HARDWARE STORE MATERIALS AT LOCATION PROVIDED. 8" TO HEIGHT OF EACH POST TO ACCOMMODATE NEW SURFACE REINSTALL FABRIC, GATES, HORIZONTAL RAILS & HARDWARE INSTALL WINDSCREEN PROVIDED BY CITY - (UNITED FENCE CO.) GL #: 086300 - 7295PR	1.0000	EACH	\$15,414.0000	\$15,414.00

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 \$15,414.00

Purchase Order Total \$15,414.00


City Clerk

Proposal

United Fence Co.

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

255 McLeod St.
Hattiesburg, MS 39401

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

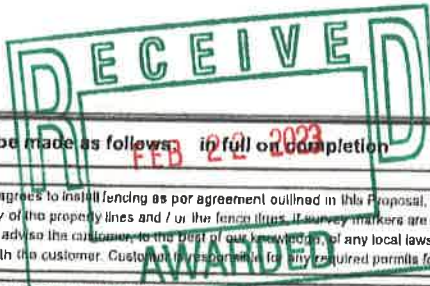
PROPOSAL SUBMITTED TO City of Hattiesburg		PHONE Sid 601-818-4121	DATE 02/16/23
STREET P.O. Box 1898		JOB NAME	
CITY, STATE ZIP Hattiesburg, Ms 39403-1898		JOB LOCATION Kamper Park Tennis Court	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

- (1) Remove Existing Tennis Court Fencing to Include:
Fabric, Gates, Horizontal Rails, and Hardware
Store Materials at Location Provided by City
- (2) Add ~ 8" to Height of Each Post to Accommodate New Surface
- (3) Reinstall Fabric, Gates, Horizontal Rails & Hardware
- (4) Install Windscreen Provided By City



Total Including All Materials & Labor \$15,414.00



Payment to be made as follows: in full on completion

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

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

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

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

Acceptance of Proposal

Authorized Signature: Kevin L. Fant

Customer Signature _____

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

Date of Acceptance _____

Special Instructions:

086300.7295.PR

MB Pending

PROPOSAL

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



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

QUOTE IS VALID FOR 30 DAYS.

Company	City of Hattiesburg	From	CARLOS FLORES
	Sid Gonsoulin	Date:	2/16/2023
Fax/Email	sgonsoulin@hattiesburgms.com	Cell Phone:	601 270 1687
Re:	Kemper Park Tennis & Pickel Ball Court	Email:	carlos@jefcoattenceofhattiesburg.com

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

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

To provide materials and labor as follows to install:

- Take Down Fence and Gates
- Re Install Fence that was taken with
 - (121) Post Extensions
- Install Wind Screen Provided by City of Hattiesburg

\$ 15,995.00

***Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any QUOTE 30 days beyond the original date. ***

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

Thank you
Carlos Flores C.A.G.O.I.
Vice President

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

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

ACCEPTANCE OF PROPOSAL

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

Date of Acceptance: _____ Signature: _____

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302039

ITEM: TRUCK

BID #1

WINNING BID

COMPANY WALT MASSEY CHEVROLET

BID

AMOUNT \$34,255.00

BID #2

COMPANY BILL HOOD AUTOMOTIVE GROUP

BID

AMOUNT \$34,455.00

BID #3

COMPANY _____

BID

AMOUNT _____

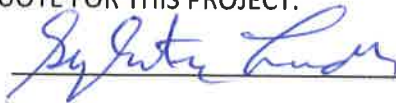
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 9999
MERCHANDISE WILL BE PICKED
UP

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302039**
Purchase Order Date **02/22/2023**
Department **WATER BILLING**

FID 64-6000432

Vendor 4576
WALT MASSEY CHEVROLET
1501 WEST PINE STREET
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		4576	2301760	Wanda Turner	

NOTES

TRUCK TWO QUOTE APPROVED WALT MASSEY
EMAIL ALL INVOICES TO WTURNER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TRUCK TWO QUOTE APPROVED CHEVROLET COLORADO WALT MASSEY GL #: 009660 - 742000	1.0000	EACH	\$34,255.0000	\$34,255.00

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

Total Ext. Price \$34,255.00

Purchase Order Total \$34,255.00

City Clerk



Vehicle Locator

Dealer Information

WALT MASSEY CHEVROLET
1501 W PINE ST
HATTIESBURG, MS 39401
Phone: 601-584-8451
Fax: 601-582-9414

JGCGSCEN1N1316572

Model Year: 2022

Make: Chevrolet

Model: Colorado

12N43-LT Crew Cab, Short Box

PEG: 2LT-LT Option Package 2WD

Primary Color: GAZ-Summit White

Trim: H0U-Jet Black Cloth Interior Trim

Engine: LGZ-Engine: 3.6L, 6Cyl Gas

Transmission: M5T-8-Speed Automatic Transmission

Event Code: 4150-Original Invoice

Order #: CCFW4C

MSRP: \$34,255.00

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

Total Cash Allowance: \$500.00

(Expires on 01/31/2023)

* \$33,755 w/Rebate

Total Cash Allowance: \$500.00

(Expires on 01/31/2023)

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options

G80-Automatic Locking Rear Differential

MSRP

\$325.00

LGZ-Engine: 3.6L, 6Cyl Gas

\$1,485.00

Z82-Trailering Package

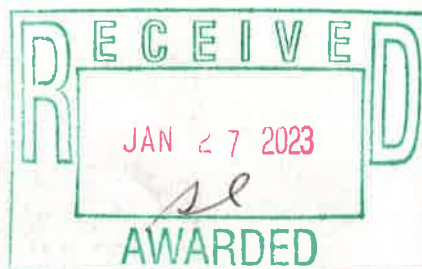
\$250.00

No Cost Options

FE9-Federal Emissions

GU6-Rear Axle, 3.42 Ratio

M5T-8-Speed Automatic Transmission



☐ LT Convenience Package

\$685

MSRP

\$34,955

Hood Discount

\$500

Price

\$34,455

 Sign Up For Price Drop Alerts

\$ Get ePrice

\$ Get Lease Payment

Get Pre-Approved

Value Trade-In

Confirm Availability

Request Information

Vehicle Details

Mileage

4

Trim

2WD LT

Stock #

00022516

VIN

1GCGSCEN0N1323139

Exterior Color

Summit White

Interior Color

Jet Black Cloth Seat Trim

Fuel Economy

City:18 Hwy:25

Doors

4

Passengers

5

Engine

3.6L V6 engine

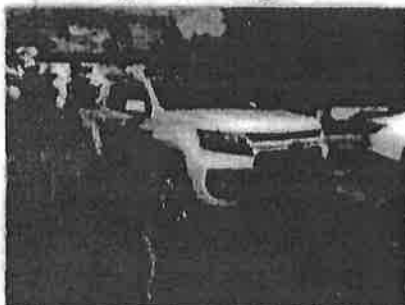
Transmission

Automatic

Drivetrain

RWD

Currently Viewing



CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302053

ITEM: LASER SCANNER FOR CRIME SCENE

BID #1

WINNING BID

COMPANY FARO TECHNOLOGIES INC

BID

AMOUNT \$61,294.63

BID #2

COMPANY ZNET TECH LLC

BID

AMOUNT \$67,517.61

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
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

1032

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302053**

Purchase Order Date **02/23/2023**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor
FARO TECHNOLOGIES, INC
PO BOX 116908
ATLANTA, GA 30368-6908

2791

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		2791	753	Destiny Jackson	

NOTES

LASER SCANNER FOR CRIME SCENE-HPD/TWO QUOTE

PLEASE EMAIL INVOICE TO DMJACKSON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	QUOTE#02110363 CP0 3D HW LS FOCUS S70,BATTERY POWER BLOCK, STANDARD CARBON FIBER TRIPOD, LASER SCANNER, ONSITE FORENSIC CUST-SIT UPG, SCENE, DIGITAL DOWNLOAD, VR READY NOTEBOOK, 80MM KOPPA TARGET SET, T3D PREMIUM M KIT, 3D AC FOCUS STATUS INDICATOR, FZ POINT CLOUD CRASH, FZ ANIMATION, FZ POINT CLOUD CRIME, FZ DIGRAMMING, FZ PREPLANNINB GL #: 001100 - 739900	1.0000	EACH	\$61,294.6300	\$61,294.63

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 \$61,294.63

Purchase Order Total \$61,294.63


City Clerk



FARO Technologies, Inc.
250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234
Fax: +1.407.333.4181

Nasdaq: FARO
www.FARO.com

March 16, 2022

To Whom It May Concern,

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus3D, Focus^S and Focus^M Laser Scanners, FARO ScanPlan, FARO Freestyle 2, FARO Focus Thermal Covers, SCENETM software, FARO ZoneTM 3D and FARO ZoneTM 2D software. FARO is also the sole provider of software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, SCENE Software, and FARO Zone software. Some of the foregoing goods and services are offered through distributors, but the origin of those goods and services are from FARO.

FARO Technologies was founded in 1982 and has quickly become a global leader in the manufacture of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida, its European regional headquarters in Stuttgart, Germany, and its Asia/Pacific regional headquarters in Singapore. FARO has other offices in the United States, Canada, Mexico, Brazil, Germany, the United Kingdom, France, Spain, Italy, Poland, Turkey, the Netherlands, Switzerland, India, China, Malaysia, Thailand, South Korea, Japan, and Australia.

As the world's most trusted source for 3D measurement and imaging solutions, FARO Technologies designs, develops, manufactures, markets, and supports software-driven, three-dimensional measurement and imaging solutions. Technology from FARO permits high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. The devices are used for inspecting, planning and documenting spaces or structures in 3D, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners considerably reduce the effort involved in documenting, measuring, and analyzing forensic scenes. The 3D scan data can be imported into many software solutions that are used by forensic investigators for analysis and reporting of the captured data. Distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely and reliably using scanned data.

FARO is the sole developer and supplier of FARO ZoneTM Software, which incorporates direct integration of FARO Focus point cloud data from scans into a simple to use program for full scene documentation, 2D and 3D Diagrams, animations, crash reconstruction, bullet trajectory, and bloodstain pattern analysis. The development of FARO ZoneTM Software is the result of the combination of features from CAD Zone and ARAS Reality, predecessor software acquired by FARO through acquisitions. These software offerings have now been replaced with our current software platform FARO ZoneTM.

FARO's competitive advantage is the lightweight, affordable, precise technology delivered with each 3D laser scanning product. Through FARO and its products, our customers are making an investment in projects with unsurpassed cost-value, which provides a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. With hundreds of thousands of units sold worldwide and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and many state and municipal law enforcement agencies.

Please feel free to contact us with any questions,

Jim Schwartz | Senior Solutions Director | Public Safety Analytics
FARO Technologies, Inc. | 250 Technology Park | Lake Mary, FL 32746
Office: 414.614.6421 | jim.schwartz@faro.com



FARO Technologies Inc
250 Technology Park, Lake Mary FL
32746-7115
Phone No: 407-333-9911

Account Manager: Richard Britt
Email: richard.britt@faro.com
Sales Support: Cindy Clarke
Contact Person: Destiny Jackson

Quotation No: 02110363

Quotation Date: 02/15/2023

Expiration Date: 03/17/2023

Lead Time: 2-6 weeks

Tracker Lead Time: 10-12 weeks

Ship: Standard/Ground

Payment Terms: immediate payment

Delivery Terms: Ex Works

Bill To:

Hattiesburg Police Department
(MS)
300 Klondyke St
Hattiesburg, MS, 39401-2561
US

Ship To:

Hattiesburg Police Department
(MS)
1 Government Plz
Hattiesburg, MS, 39401-4080
US

Notes:

UNIT COSTS					
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
LS-8-S-70-CPO	CPO 3D_HW_LS_FocusS 70	1	\$31,800.00	\$4,134.00	\$27,666.00
					
ACCS-PWR-0014	3D_AC_LS_FocusS Battery Power Block Power Block battery for Focus laser scanner and Freestyle.	1	\$610.00	\$91.50	\$518.50
ACCS8032	3D_AC_LS_Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	1	\$1,200.00	\$180.00	\$1,020.00

CONTINUED

Quotation No: 02110363

TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Available only at point of FARO system sale. Includes training for 2 Trainees.	1	\$0.00	\$0.00	\$0.00
TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	1	\$9,130.00	\$1,369.50	\$7,760.50
SOFTD0900	SCENE  SCENE SCENE. New license. Includes 1-year of standard maintenance. License container sold separately.	1	\$6,110.00	\$916.50	\$5,193.50
SOFTD51007	FARO Zone 3D Expert Digital Download Zone 3D Expert - Zone 3D Pro plus the ability to conduct forensic analysis (power tools) and FotoPoints photogrammetry to convert photographs to point clouds. Includes one (1) year of maintenance with updates and support. Digital Download	1	\$7,200.00	\$1,080.00	\$6,120.00
COMP0123X64	VR Ready Notebook High-end notebook computer. Contact your FARO representative for current specifications.	1	\$5,590.00	\$838.50	\$4,751.50
ACCSS0299	80Mm Koppa Target Set A combination set of 12 x 80mm	1	\$1,150.00	\$172.50	\$977.50

CONTINUED

Quotation No: 02110363

targets with rubber o-rings to secure the sphere to the 1/4" trajectory rods. All shipped in a plastic storage crate.

ACCSS0285	T3D Premium M Kit	1	\$1,610.00	\$241.50	\$1,368.50
ACCS-0017	3D_AC_LS_Focus_Status_Indicator Status Indicator for Focus S and S Plus.	1	\$300.00	\$45.00	\$255.00
TR-FZ3-TCI-PC	FZ Point Cloud Crash Four-hour virtual classroom training. This course is designed for Investigators who will be using primarily laser scanner data to complete crash investigations.	1	\$500.00	\$75.00	\$425.00
TR-FZ3-AA	FZ Animation Four-hour virtual classroom training. This course builds upon the basics of animation covered in the FARO Zone3D Core Training course.	1	\$500.00	\$75.00	\$425.00
TR-FZ3-CSI-PC	FZ Point Cloud Crime Four-hour virtual classroom training. This course is designed for Investigators who will be using primarily laser scanner data to complete analysis.	1	\$500.00	\$75.00	\$425.00
TR-FZ3-AD	FZ Diagramming Four-hour virtual classroom training. This course builds upon the basics of diagramming covered in the FARO Zone3D Core Training course.	1	\$500.00	\$75.00	\$425.00
TR-FZ3-PP	FZ Preplanning Four-hour virtual classroom training. This course is designed for students who will be using the ScanPlan for pre-incident planning and	1	\$500.00	\$75.00	\$425.00

CONTINUED

Quotation No: 02110363

diagramming.

SOFTL0001	Single User Soft Lock	1	\$0.00	\$0.00	\$0.00
SOFTL0001	Single User Soft Lock	1	\$0.00	\$0.00	\$0.00

RECURRING COSTS					
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	DISCOUNT	SUBTOTAL

Total Unit Price	\$ 67,200.00
Total Recurring Costs	\$ 0.00
Total Discount	-\$ 9,444.00)
Sub-Total	\$57,756.00
Shipping & Handling	\$34.16
Total Excluding Tax	\$57,790.16
Total Taxes	6.06% \$3,504.47
Total Due (USD)	\$ 61,294.63



CONTINUED

Quotation No: 02110363

**Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.

Quote , including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ Print: _____ Title: _____ Date: _____

Accounts Payable Name: _____ Email: _____

Do you require a PO number to be referenced on the invoice () No () Yes - PO #: _____

CONTINUED

Quotation No: 02110363

COVID-19

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings

https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

Optional Items:

Edit	Part#	Desc.	Unit Price	Qty	Disc.	Totals
	ACCSS8089	Scale Bar Kit	\$ 2,310	1	15%	\$1,964
	SMA51007-1Y	FARO Zone 3D Expert Maintenance 1Y	\$ 980	1	0%	\$980
	SMA51007-3Y	FARO Zone 3D Expert Maintenance 3Y	\$ 2,290	1	10%	\$2,061
	SMA0900-1Y	SCENE MAINT - 1Y EXT	\$ 1,180	1	0%	\$1,180
	SMA0900-3Y	SCENE MAINT - 3Y EXT	\$ 2,750	1	10%	\$2,475
	SV2-SCNB-Y2	FOCUS Standard Complete Care-Year 2	\$ 3,000	1	0%	\$3,000
	SV2-SCNB-Y4	FOCUS Standard Complete Care - Year 4	\$ 9,500	1	10%	\$8,550
	ACCSS0287	200mm Koppa Target Sphere Set (6) with tripod mounting kits	\$ 3,080	1	15%	\$2,601
	SOFTL0002	Single User Hard Lock	\$ 210	2	10%	\$378
Total Number of Optional Items: 10			Amount Discounted:		\$2,302	
			Optional Total Price:		\$23,189	



**ZNET
TECH LLC**



Remit To:
ZNet Tech, LLC
PO BOX 213
Oliney, MD 20830
301.200-4715 office
301.200-4716 fax

GSA Schedule

47QTCA18D003S

Quote
0223-16-Hattiesburg

Ship To:

Hattiesburg Police Department (MS)
1 Government Plz

Address:

Hattiesburg, MS, 39401-4080

Destiny Jackson
2110363

CUST ID	BID / QUOTE	POINT OF CONTACT	BID DATE	Required Date	F.O.B.	TERMS
	0223-16-Hattiesburg DE No: 010251637	Govt Block 202 262-8082 / gary@znettech.com TEL: 202-3729285	16-Feb-24 Closes 4PM EST	2-6 Weeks	USW Origin	Net 30
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
	LS-8-S-70-CPO	CPO 3D_HW_LS FocusS 70			1	\$ 30,963.00
	ACCS-PWR-0014	3D_AC_LS FocusS Battery Power Block Power Block battery for Focus laser scanner and Freestyle.			1	\$ 594.00
	ACCSS8032	3D_AC_LS Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low vibration, customized for Focus scanners for perfect performance and increased durability.			1	\$ 1,168.00
	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Available only at point of FARO system sale. Includes training for 2 Trainees			1	\$
	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.			1	\$ 8,890.00
	SOFTD0900	SCENE SCENE. New license. Includes 1-year of standard maintenance. License container sold separately.			1	\$ 5,950.00
	SOFTD51007	FARO Zone 3D Expert Digital Download Zone 3D Expert - Zone 3D Pro plus the ability to conduct forensic analysis (power tools) and FotoPoints photogrammetry to convert photographs to point clouds. Includes one (1) year of maintenance with updates and support. Digital Download			1	\$ 6,995.00
	COMP0123X64	VR Ready Notebook High-end notebook computer. Contact your FARO representative for current specifications.			1	\$ 5,275.00
	ACCSS0299	80Mm Koppa Target Set			1	\$ 1,119.00
	ACCSS0285	T3D Premium M Kit			1	\$ 1,550.00
	ACCS-0017	3D_AC_LS Focus Status Indicator			1	\$ 295.00



Remit To:
ZNet Tech, LLC
PO BOX 213
Olney, MD 20830
301 200-4715 office
301 200-4716 fax

GSA Schedule

47QTCA18D003S

Quote
0223-16-Hattiesburg

Ship To: Hattiesburg Police Department (MS)
1 Government Plz
Hattiesburg, MS, 39401-4080

Address:

Destiny Jackson
2110363

LINE ITEM	BID/QUOTE	POINT OF CONTACT	BID DATE	Required Date	F.O.B.	TERMS
	0223-16-Hattiesburg DU/N: 410331637	Gary Block 202 262-8002 / garyb@znettech.com TIN: 20-8728205	16-Feb-23 Type: 00002	3-6 Weeks	EXW Origin	Net 30
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
	TR-FZ3-TCI-PC	FZ Point Cloud Crash			1	\$ 475.00
	TR-FZ3-AA	FZ Animation Four-hour virtual classroom training. This course builds upon the basics of animation covered in the FARO Zone3D Core Training course			1	\$ 475.00
	TR-FZ3-CSI-PC	FZ Point Cloud Crime Four-hour virtual classroom training. This course is designed for Investigators who will be using primarily laser scanner data to complete analysis.			1	\$ 475.00
	TR-FZ3-AD	FZ Diagramming Four-hour virtual classroom training. This course builds upon the basics of diagramming covered in the FARO Zone3D Core Training course.			1	\$ 475.00
	TR-FZ3-PP	FZ Preplanning Four-hour virtual classroom training. This course is designed for students who will be using the ScanPlan for pre-incident planning and diagramming			1	\$ 475.00
	SOFTL0001	Single User Soft Lock			2	\$
ZNet Tech, LLC. Small Business 47QTCA18D003S					SUBTOTAL	\$ 65,174.00
Thank you for considering ZNet Tech, LLC.					S&H	\$ 34.16
					Tax	\$ 2,309.45
					TOTAL	\$ 67,517.61



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 7, 2023

Re: Acknowledge bids received on January 19, 2023 for one (1) New 2022 or newer bucket truck/rear mounted aerial unit for the Urban Forestry Division, Parks & Recreation Department; reject all bids due to the delivery time exceeding the city's required time, authorize publication of re-advertisement.
File Number: 2023-158
Minute Book #

Summary

Recommendation Statement

Please place this on the March 7, 2023 City Council meeting for consideration.

NOTICE TO BIDDERS

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

Proposals will be accepted until 10:00a.m. On Thursday, March 30, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

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

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

Qualified bidders will be invited to participate in a reverse auction, which will take place on April 6, 2023 at 10:30a.m.

ONE (1) OR MORE NEW OR USED BUCKET TRUCK/REAR MOUNTED AERIAL UNIT FOR THE URBAN FORESTRY DIVISION, PARKS & RECREATION DEPARTMENT, CITY OF HATTIESBURG.

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

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

PUBLISHED by Order of the Council on this, the 7th day of March 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 3-9-23 & 3-16-23

MINIMUM SPECIFICATIONS OF ONE (1) NEW or USED BUCKET TRUCK/75FT WORKING HEIGHT AERIAL UNIT FOR THE URBAN FORESTRY DIVISION, PARKS & RECREATION DEPARTMENT, CITY OF HATTIESBURG

Unit to be delivered to 3401 West 7th Street, Hattiesburg, Mississippi.
and received by ?

Aerial Device specifications:

- Rear or Over-center Articulating Aerial Device with 10-foot vertical elevator, with insulated lower boom and insulated upper boom
- 75 ft minimum Working Height
- Rotation: 360 continuous rotation
- Platform - single, fiberglass, one-man side mounted, 350 lb. rating, with liner and cover
- Pistol grip handle controller at bucket
- Hydraulic tool circuit at platform with quick disconnect couplings
- Individual lever lower controls
- Outriggers – A-Frame with outrigger/unit controls
- Outrigger motion alarm
- Maximum travel height 12’7”
- Full body harness with attached lanyard
- Manuals: Two (2) Operator's and two (2) Maintenance/Parts manuals
- Paint - White

Body specifications:

- Flatbed or Chip Body, tow package with pintle hook
- Tool box – Pass thru box assembly mounted behind cab with street side and curb side tool compartments
- Cantilever cab guard with step access and handle
- LED lighting package with wiring harness

Chassis specifications:

- Regular cab, 4x2 or 4x4
- Engine – Cummins Diesel, 250 horsepower / 600 pounds of torque
- Transmission - Heavy duty automatic 2500 RDS with PTO provision
- Axles-Front – I-beam, 12,000 lb capacity
- Axle-Rear - Single Reduction, 21,000-lb Capacity

- Brake system - Dual air brake system, including air compressor and all components
- Tires, Front - 11R 22.5 – 14 ply
- Tires, Rear – 11R 22.5 – 14 ply
- Battery system - 12 volt with 2 maintenance free batteries
- Fuel tank - 50-gallon capacity
- Truck cab - conventional with air conditioning, heater and defroster
- PTO controls - mounted and installed
- Gauge cluster - containing speedometer, oil pressure, water temperature, fuel gauge and voltmeter
- Seats - vinyl with floor mats
- Tow Hooks – Two front, frame mounted
- Seat belts - 3-point, lap and shoulder belt type
- Back-up alarm
- DOT required lighting
- DOT mud flaps mounted at rear axle
- AM-FM Radio
- Trailer Connection Socket; Mounted at rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers that use Combined Stop, Tail, Turn Lamps
- Paint – White

Body and Chassis Accessories:

- Wheel Chocks (Rubber)
- Exhaust heat shields for hydraulic hoses
- Triangular Reflector Kit
- Amber Strobe Lights with brush guards
- Fire Extinguisher with bracket
- English Safety and Instructional Decals
- Dielectric test unit according to ANSI requirements
- Stability test unit according to ANSI requirements
- DOT Certification



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 7, 2023
Re: Approve and authorize publication of Notice for Request for Proposals for Public WiFi Services in various locations in the City of Hattiesburg.
File Number: 2023-162
Minute Book #

Summary

RFP for WiFi services funded by CARES Act

Recommendation Statement

I recommend approval of this item.

Please place this on the March 7, 2023 City Council meeting for consideration.

Request for Proposals - Public Notice

Public WiFi Services

Planners, architects, engineers and other related professionals are requested to submit a proposal to provide professional services to install Public WiFi services for the following City of Hattiesburg locations:

- Tatum Park – 101 Parkway Boulevard
- Vernon Dahmer Park – 1000 Country Club Road
- Town Park – 100 Main Street
- Chain Park – 981 E. 8th Street
- Duncan Lake – 1000 James Street

Overview

The City of Hattiesburg is requesting qualifications and pricing information for the installation of internet service equipment at the locations listed above. The City of Hattiesburg was awarded grant funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Acts 2020, 2021.

Outcome/Goal

In an effort to enhance quality of life and in response to COVID-19, the plans for public WiFi service are to assist residents in remaining connected to work and school.

Deliverables

The deliverables for this project are:

- 24 or 48 Port Switch – Meraki – ms225
- 8 Port Switch – Meraki – MS120
- Indoor AP - Meraki CW9164
- Outdoor AP – Meraki MR86
- Content Filtering – Cisco Umbrella
- Firewall – Meraki MX450 or Cisco Umbrella SIG with an ISR router

Project Timeline and Budget:

The City requires the project to be complete by **April 28, 2023**. A final schedule will be mutually determined by the City and selected firm. This project is funded by federal monies.

Submittal Requirements:

Responses must conform to the requirements set forth in this RFP, and include as follows:

- Cover letter identifying all firms proposed for the team, including contact information, such as mailing address, email address and phone number;
- Project understanding;

- Statement of Qualifications: Team organization, including professional resumes and identification of the lead consultant and project manager, key personnel, and the roles and responsibilities of all sub-consultants. Also designate who will be directly working with the City's Department of Information Technology (IT) and Urban Development staff;
- Statement of Relevant Work/Experience with referral contact information and links to published product(s).
- Project approach;
- Scope of Work;)
- Proposed deliverables;
- Proposed timeline;
- Proposed project budget;
- Identify whether any team member firms are, or will become, a qualified DBE firm, and describe the percentage of the overall project that will be assigned/subcontracted to said DBEs.
- Clearly identify any term of proposal that may deviate from submitted requirements and the benefits thereof.

All proposals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of the City of Hattiesburg upon receipt.

Selection Criteria Process:

All proposals received will be reviewed by designated City staff from the Department of Urban Development and Information Technology, according to the selection criteria set forth in this RFQ.

The following criteria will be the basis on which responses will be considered (in no particular order):

<i>Evaluation Criteria</i>	<i>Weight</i>
<i>Demonstrated Capacity (Past performance of firm on similar projects, as well as project manager and other team members; availability of consultant team members; extent of other completed projects of similar scope and magnitude).</i>	<i>25</i>
<i>Experience and qualifications of personnel assigned to perform the services</i>	<i>20</i>
<i>Proposed Scope of Work and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables).</i>	<i>30</i>
<i>Communications (Organization/completeness of response; writing skills, as shown through referenced work examples).</i>	<i>10</i>
<i>Work Product Examples (Quality, appearance, presentation, and applicability of referenced work examples).</i>	<i>10</i>
<i>DBE participation commitment (weighted by commitment level to DBEs)</i>	<i>5</i>
<i>Total</i>	<i>100</i>

Submission:

Final sealed proposals must be received by the City of Hattiesburg office of the City Clerk no later than 10:00 a.m. (Central Standard Time) local time on **March 23, 2023**. Late proposals will not be accepted nor considered.

All proposals must be sealed and clearly marked with the Proposer's name and labeled with "RFP: City of Hattiesburg WiFi Project". Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. The City of Hattiesburg will not be responsible for a carrier's failure to deliver. **Three (3) copies of the complete proposal response must be delivered to the following:**

Physical Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

OR

Mailing Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Schedule of Activities

Please note that dates are subject to change based on City of Hattiesburg needs.

Item

RFP Issue Date
Closing Date for Receipt of Proposals
Bid Openings
Discussions/Negotiations as Needed
Anticipated Notice to Proceed

Date

March 9, 2023
March 23, 2023, 10:00 am, CDT
March 23, 2023, 10:00 am, CDT
March 24, 2023
April 4, 2023

The City of Hattiesburg reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg. The project objective is to develop a corridor district covering two areas. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project.

PUBLIC NOTICE
REQUEST FOR PROPOSALS

The City of Hattiesburg is issuing a Request for Proposals for the installation of WiFi services at specific the public locations noted below. This project is in response to the impacts of COVID-19 to city residents. The intended outcome of the project is free internet access in response to the impacts of COVID-19 to city residents.

Proposals are due no later than 10:00 a.m., Thursday, March 23, 2023. Any proposals received after this deadline may be returned to the offeror unopened. The City reserves the right to reject any and all proposals, and/or divide any project into sections. The full RFP can be found on the City of Hattiesburg's website at www.hattiesburgms.com/planning.

Inquiries and requests for proposal packets should be addressed to:

Dept. of Urban Development
City of Hattiesburg
P.O. Box 1898/200 Forrest Street
Hattiesburg, MS 39403-1898
601-554-1006
cdbg@hattiesburgms.com

PUBLISHED by the Order of the Council on the 7th
day of March, 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) in the Legal section: Thursday, March 9, 2023

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



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 7, 2023
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
File Number: 2023-153
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of this item.

Please place this on the March 7, 2023 City Council meeting for consideration.

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
February 13, 2023

DESCRIPTION	PRICE	TOTAL
<i>Labor & Materials to complete roof replacement at 116 Scotland, Hattiesburg, Ms. 39401.</i>		\$14,575.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: \$14,575.00

RECEIVED
2023.02.13

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
February 13, 2023

DESCRIPTION	PRICE	TOTAL
<i>Labor & Materials to complete roof replacement at 108 Melwood, Hattiesburg, Ms. 39401.</i>		\$13,706.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: \$13,706.00

RECEIVED
2.13.23

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
February 13, 2023

DESCRIPTION	PRICE	TOTAL
<i>Labor & Materials to complete roof replacement at 1719 Adeline, Hattiesburg, Ms. 39401.</i>		\$11,800.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: \$11,800.00

RECEIVED
2.13.23

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
February 13, 2023

DESCRIPTION	PRICE	TOTAL
<i>Labor & Materials to complete roof replacement at 185 Old Airport Road, Hattiesburg, Ms. 39401.</i>		\$14,995.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: \$14,995.00

RECEIVED
2/13/23
4:13pm

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: March 7, 2023

The following request for payment is being submitted for approval during the City Council's March 7, 2023 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: 1719 Adeline Street
Amount Requested: \$11,800.00
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 108 Melwood Drive
Amount Requested: \$13,706.00
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 116 Scotland Circle
Amount Requested: \$14,575.00
Purpose of Request: Reimbursement

Recipient:	Starter Homes of Mississippi
Activity:	Emergency Roof Repair
Program:	CDBG
Project Site:	185 Old Airport Road
Amount Requested:	\$14,995.00
Purpose of Request:	Reimbursement



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, March 7, 2023
Re: Approve specifications and authorize publication of one or more Small Tandem Dump Truck(s) for the Public Works Department.
File Number: 2023-160
Minute Book #

Summary

Recommendation Statement

Please place this on the March 7, 2023 City Council meeting for consideration.

NOTICE TO BIDDERS

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

Proposals will be accepted until 10:00a.m. On Thursday, March 30, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

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

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

Qualified bidders will be invited to participate in a reverse auction, which will take place on April 6, 2023, at 10:30a.m.

ONE OR MORE SMALL TANDEM DUMP TRUCK.

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

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

PUBLISHED by Order of the Council on this, the 7th day of March 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 3-9-23 & 3-16-23

CITY OF HATTIESBURG

SMALL TANDEM DUMP TRUCKS

BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING.
IF NOT COMPLIANT, STATE SPECIFICALLY ITEM BEING OFFERED.

The City of Hattiesburg intends to use the Reverse Auction process to purchase one (1) or more Tandem Axle 56,000 GVW Dump Truck(s). The following are the suggested minimum specifications for one or more 2023 model or newer Tandem Axle Dump Truck(s). All bids must be equal in performance and quality pursuant to the bid specifications below, which are not intended to exclude any manufacturer's standard deviation. Any reference to manufacture's make or series of equipment stated in the following specifications is intended only to establish an acceptable standard and is not intended to limit the bidding. The City of Hattiesburg is acting under the authority of Section 31-7-13, Miss. Code of 1972 Amended, and reserves the right to reject any and all bids.

YES NO OFFERED

ENGINE & EQUIPMENT

New & Unused 2023 or Newer

☐ ☐ _____

Conventional Cab

☐ ☐ _____

ENGINE & EQUIPMENT

350 HP Engine or greater with turbo exhaust brake

☐ ☐ _____

1000 lb/ft Torque or greater

☐ ☐ _____

Oil cooler

☐ ☐ _____

Aluminum flywheel housing

☐ ☐ _____

18.7 air compressors or greater

☐ ☐ _____

Dry-type firewall mounted air cleaner with filter restriction indicator

☐ ☐ _____

2-Speed fan hub

☐ ☐ _____

1000 sq/in Cooling module or greater

☐ ☐ _____

Radiator bug screen on back side of hood grill

☐ ☐ _____

Single vertical SOC tailpipe, RH with DPF/SCR right side under cab

☐ ☐ _____

2 spare switches wired to power

☐ ☐ _____

Fleetguard filter/water separator

☐ ☐ _____

Engine block heater (120 volt minimum)

☐ ☐ _____

160 AMP Alternator

☐ ☐ _____

Three (3) batteries – 2100-2190 CCA dual purpose

☐ ☐ _____

YES NO OFFERED

12-Volt light system with circuit protection

☐ ☐ _____

12-Volt Starter

☐ ☐ _____

2 Battery disconnect switch

☐ ☐ _____

Body builder harness to end of frame

☐ ☐ _____

TRANSMISSION & EQUIPMENT

Allison 3000RDS series 6-speed automatic transmission

☐ ☐ _____

Heat exchanger

☐ ☐ _____

Oil level sensor

☐ ☐ _____

Transmission PTO Rear Support Spring(s)

☐ ☐ _____

3 Standard duty drivelines, 2 centerbearing

☐ ☐ _____

Torque converter

☐ ☐ _____

Park brake auto neutral

☐ ☐ _____

FRONT AXLE & EQUIPMENT

16k or greater front axle, Dana Spicer E-10021L or equal Meritor Brand

☐ ☐ _____

16k Air brake package or greater

☐ ☐ _____

16 ½" x 5" Cast drum brakes

☐ ☐ _____

Aluminum 10-bolt hub pilot LMS hubs with hub caps

☐ ☐ _____

Front oil seals

☐ ☐ _____

Front slack adjusters

☐ ☐ _____

16k. or greater Taperleaf front springs

☐ ☐ _____

Front shock absorbers

☐ ☐ _____

Single gear power steering

☐ ☐ _____

REAR AXLE & EQUIPMENT

40,000 lb. Rear axle, or greater

☐ ☐ _____

Rear axle ratio: 5.57

☐ ☐ _____

16 ½" x 7" Cast drum brakes

☐ ☐ _____

Iron 10-bolt hub pilot hubs

☐ ☐ _____

Rear slack adjusters

☐ ☐ _____

Rear oil seals

☐ ☐ _____

Single spring brake 3030

☐ ☐ _____

Bendix 4S/4M Anti-lock brake system

☐ ☐ _____

40k. Chalmers suspension no exceptions

☐ ☐ _____

TIRES & WHEELS

Front tires: 315/80R22.5 20PR

☐ ☐ _____

Rear tires: 11R22.5 20PR

☐ ☐ _____

Front wheels: Alum Wheels

☐ ☐ _____

Rear wheels: Alum wheels

☐ ☐ _____

FRAME & EQUIPMENT

10 3/4" x 3/8" Steel frame

☐ ☐ _____

2,132,000RBM or greater

☐ ☐ _____

120,000 PSI Yield steel

☐ ☐ _____

Section modulus: 17.80 in³

☐ ☐ _____

Aerodynamic bumper, painted

☐ ☐ _____

Two removable front tow hooks

☐ ☐ _____

FUEL TANK(S) & EQUIPMENT

75 Gallon minimum or greater aluminum fuel tank

☐ ☐ _____

Minimum of 10 Gallon DEF tank; LH mount

☐ ☐ _____

CAB & EQUIPMENT

Aluminum or equivalent in Steel Cab

☐

Aluminum Bulkhead doors or steel equivalent

Heater with integral defroster and A/C

☐ ☐ _____

Adjustable telescoping tilt steering column (no exceptions)

☐ ☐ _____

Dash mounted air filter restriction gauge

☐ ☐ _____

Transmission oil temperature gauge

☐ ☐ _____

Tachometer

☐ ☐ _____

Fuel gauge

☐ ☐ _____

Engine coolant temperature gauge

☐ ☐ _____

Engine oil pressure gauge

☐ ☐ _____

Voltmeter

☐ ☐ _____

Engine hour meter

☐ ☐ _____

Primary and secondary air restriction gauges

☐ ☐ _____

DEF fluid level gauge

☐ ☐ _____

Air driver seat

☐ ☐ _____

passenger seat

☐ ☐ _____

AM/FM/WB/USB/BT Radio Must have Bluetooth

☐ ☐ _____

Cab access grab handles, LH & RH

☐ ☐ _____

YES NO OFFERED

Air horn; LH top of room mount

☐ ☐ _____

Heated mirrors

☐ ☐ _____

Manual LH and electric RH door window

☐ ☐ _____

Dual halogen headlights

☐ ☐ _____

Exterior Stainless steel sunvisor

☐ ☐ _____

Fender mounted turn signal lights

☐ ☐ _____

Circuit breakers replacing all but 5-amp fuses

☐ ☐ _____

Bendix AD-IS air dryer, heated; mounted LH rail back of cab

☐ ☐ _____

Moisture drain valve with pull cable drain

☐ ☐ _____

PAINT

☐ ☐ _____

Color: White (Body must match the color of the chassis)

☐ ☐ _____

☐ ☐ _____

Additional Requirements:

Delivery will be a consideration factor to establish the lowest and best bid pursuant to Mississippi Code 31-7-13 section D.

Warranty:

3year 100k mile engine warranty

3year 100k mile aftertreatment warranty

3year 100k mile base vehicle (major components warranty)

Body Specifications

Yardage 14/16

Body ID: 85

Body Length 15'

Front Height 56

Side Height Front 42

Side Height Rear 42

Rear Height 50

Cab Shield width 85

Material 10GA-A36

Pintle Hook (tow package with glad hands)

YES NO OFFERED



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, March 7, 2023
Re: Approve specifications and authorize publication of ditch and waterway herbicide spraying for the City of Hattiesburg.
File Number: 2023-167
Minute Book #

Summary

Recommendation Statement

Please place this on the March 7, 2023 City Council meeting for consideration.

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

Section 1.01 Vendor shall provide all materials necessary to complete spray applications including, but not limited to, supplies, herbicide, foam, dye, surfactant, spray equipment and labor. Vendor shall provide chemical data sheets on all chemicals used during the application process and shall provide copies of insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

Article II. Vendor Responsibilities

Section 2.01 Vendor shall provide all material, labor and equipment to spray vegetative herbicides and aquatic brush control products in and around City of Hattiesburg ditches and relief waterway rights-of-ways in the City of Hattiesburg. Vendor shall only use products that meet or exceed all local, state and federal permit requirements for spraying in or near ditches, streams, creeks, rivers, or other type waterway. Vendor shall control vegetative and aquatic brush pressure from bank-to-bank along all ditches and waterways included in this contract.

Section 2.02 Spray applications shall be made at least three (3) times per year and shall be executed approximately in late winter/early spring, late spring/early summer, and late summer/early fall based upon existing weather conditions and vegetative growth patterns. Vendor shall provide a forth (4th) spray application if conditions warrant. Vendor shall coordinate with the City of Hattiesburg's Director of Public Works before initiating all application services.

Section 2.03 Vendor shall provide general liability insurance with a minimum amount of \$1,000,000 with the City of Hattiesburg listed as additionally insured. Vendor shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

Article III. City of Hattiesburg Responsibilities

Section 3.01 The City of Hattiesburg shall provide vendor with locations that require herbicide spraying. Ditch and waterway maps 1-5 are attached to these specifications. Vendors wishing to visit the site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-545-4648.

Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, April 1, 2023, through March 31, 2024. The fee schedule shall be as follows.

- Late winter/early spring \$ _____
- Late spring/early summer \$ _____
- Late summer/early fall \$ _____
- 4th If necessary application \$ _____

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 30, 2023, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following:

Ditch and Waterway Herbicide Spraying.

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

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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

PUBLISHED by Order of the Council on this, the 8th day of March 7, 2023.

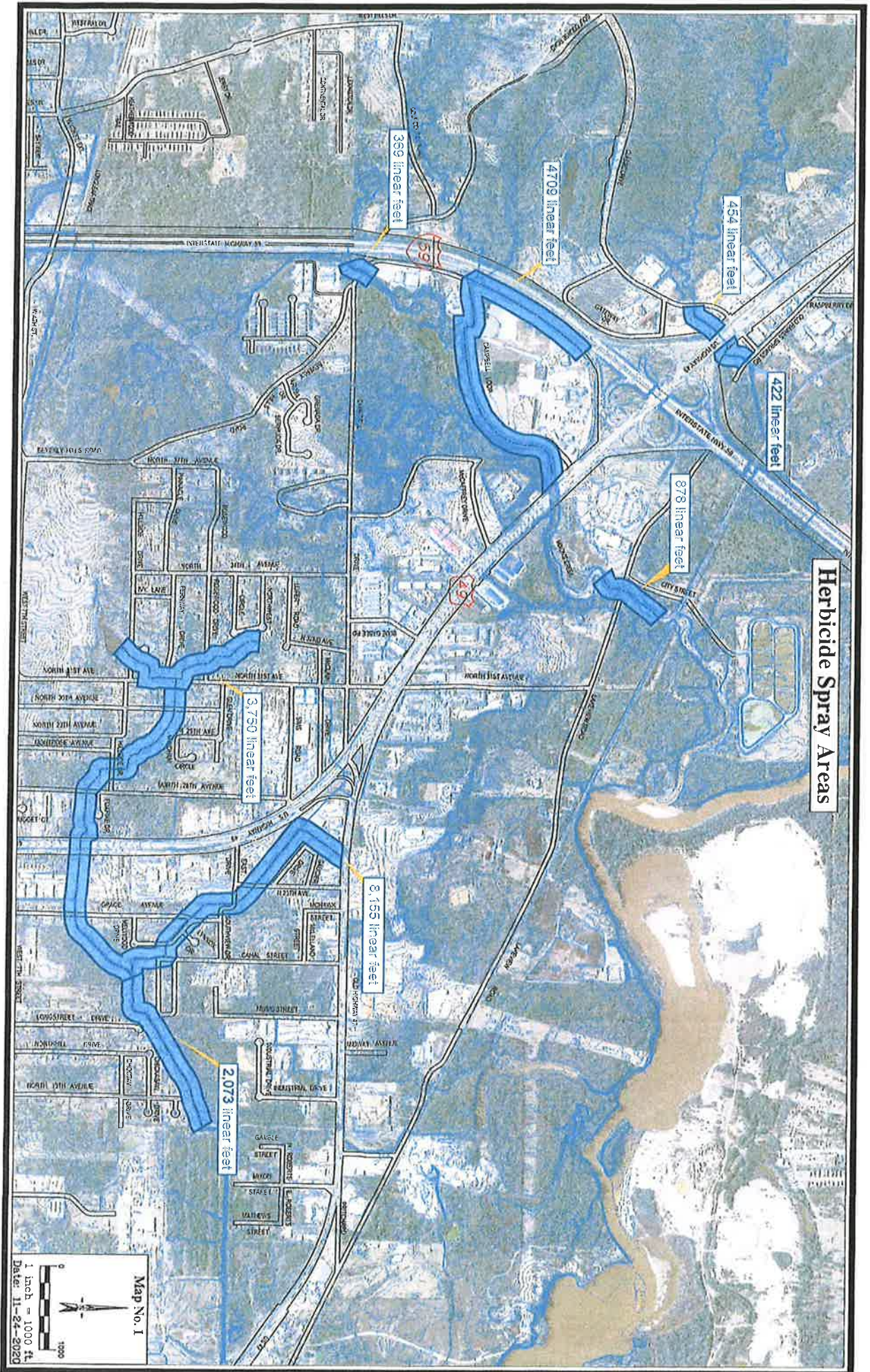
CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

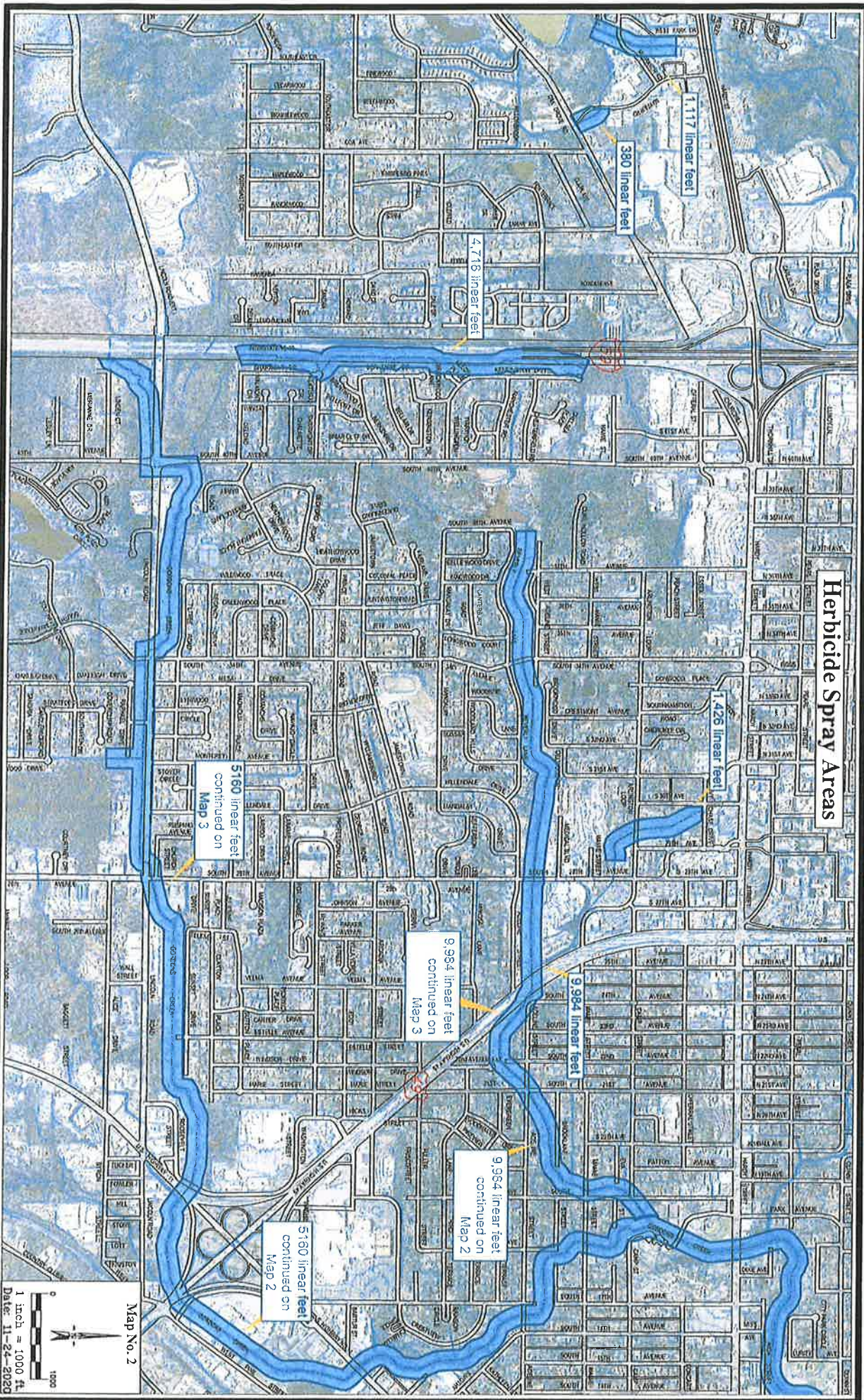
(S E A L)

Publish 3/9/2023 & 3/16/2023.

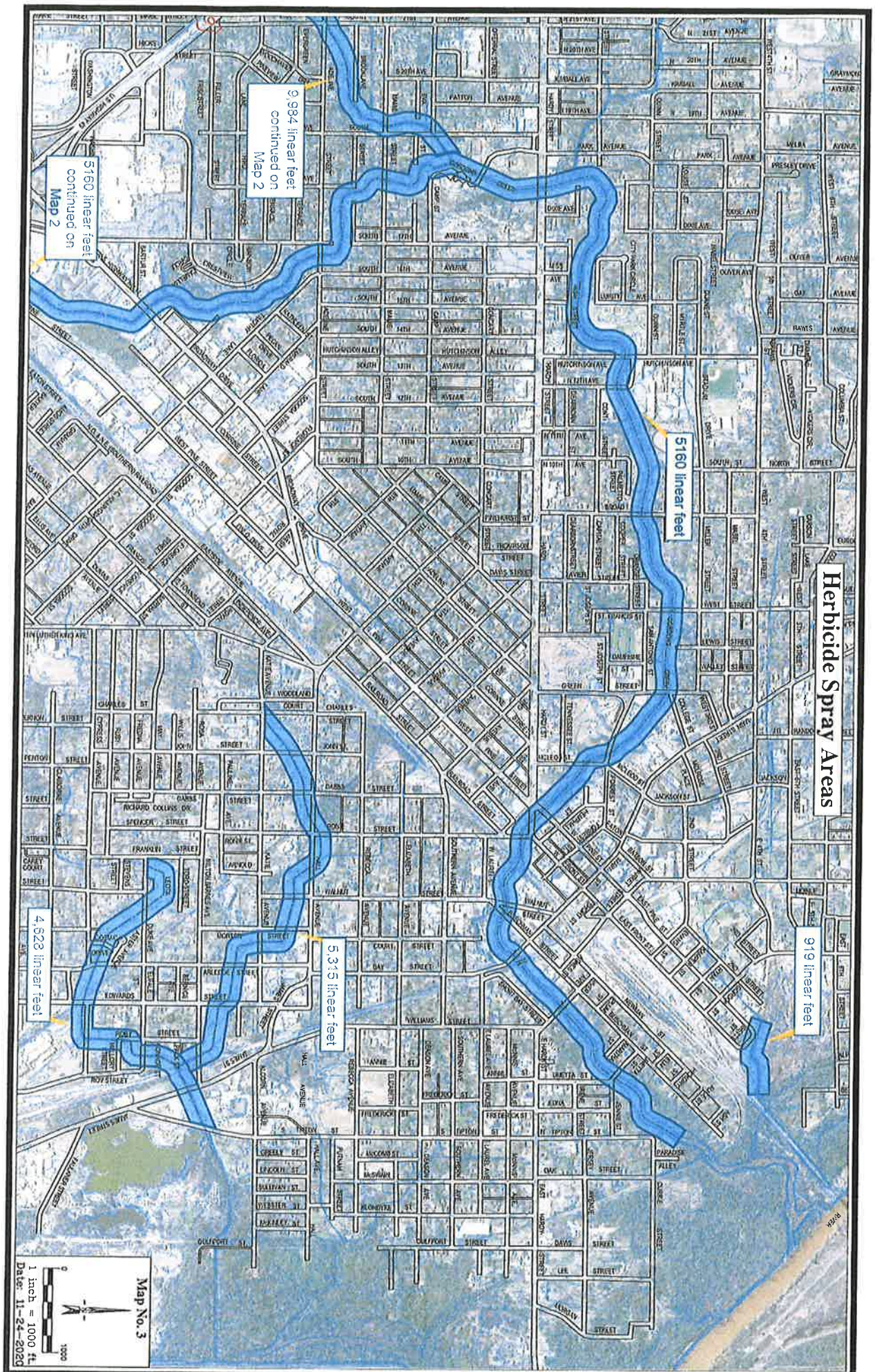
Herbicide Spray Areas



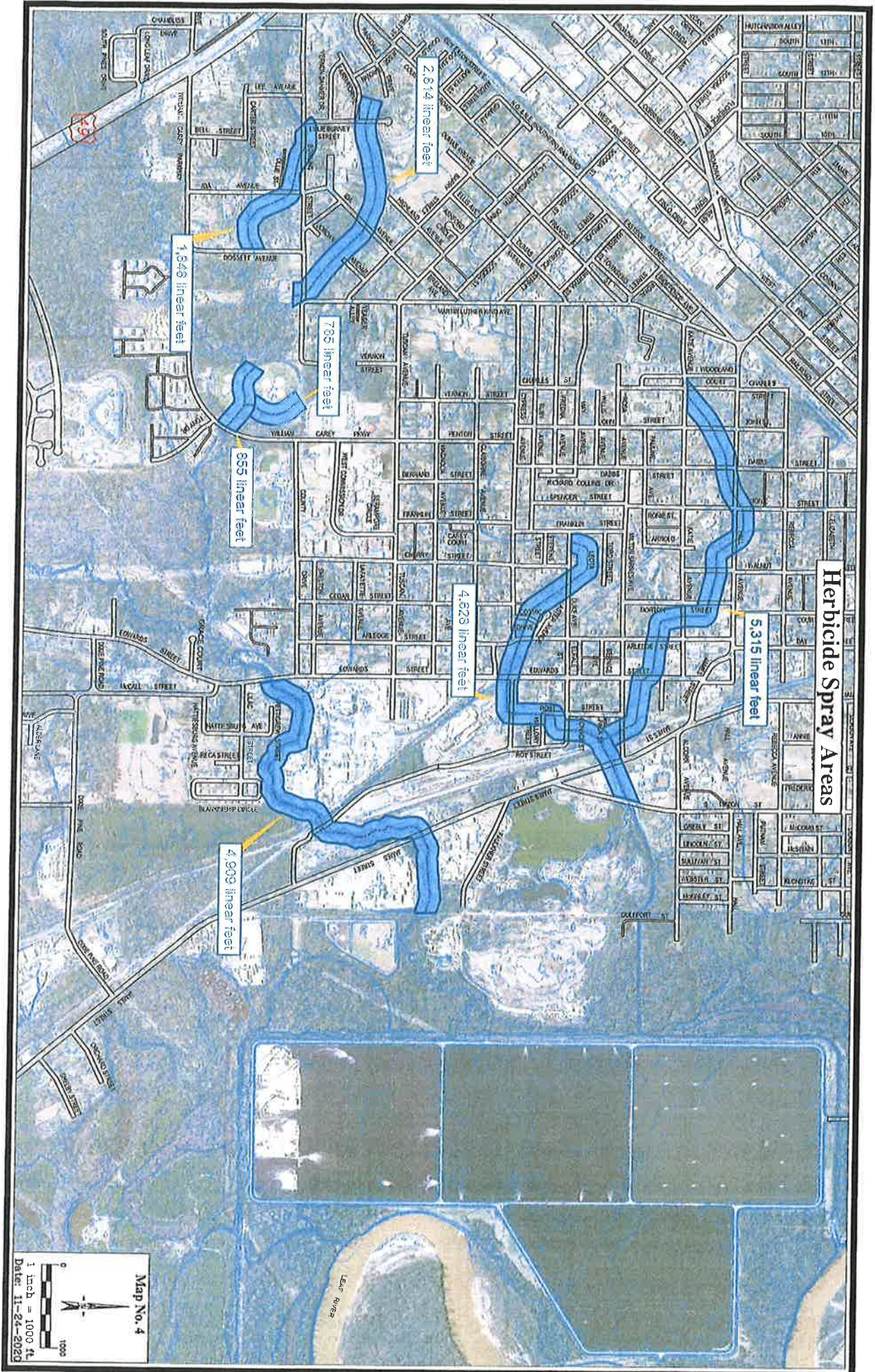
Herbicide Spray Areas



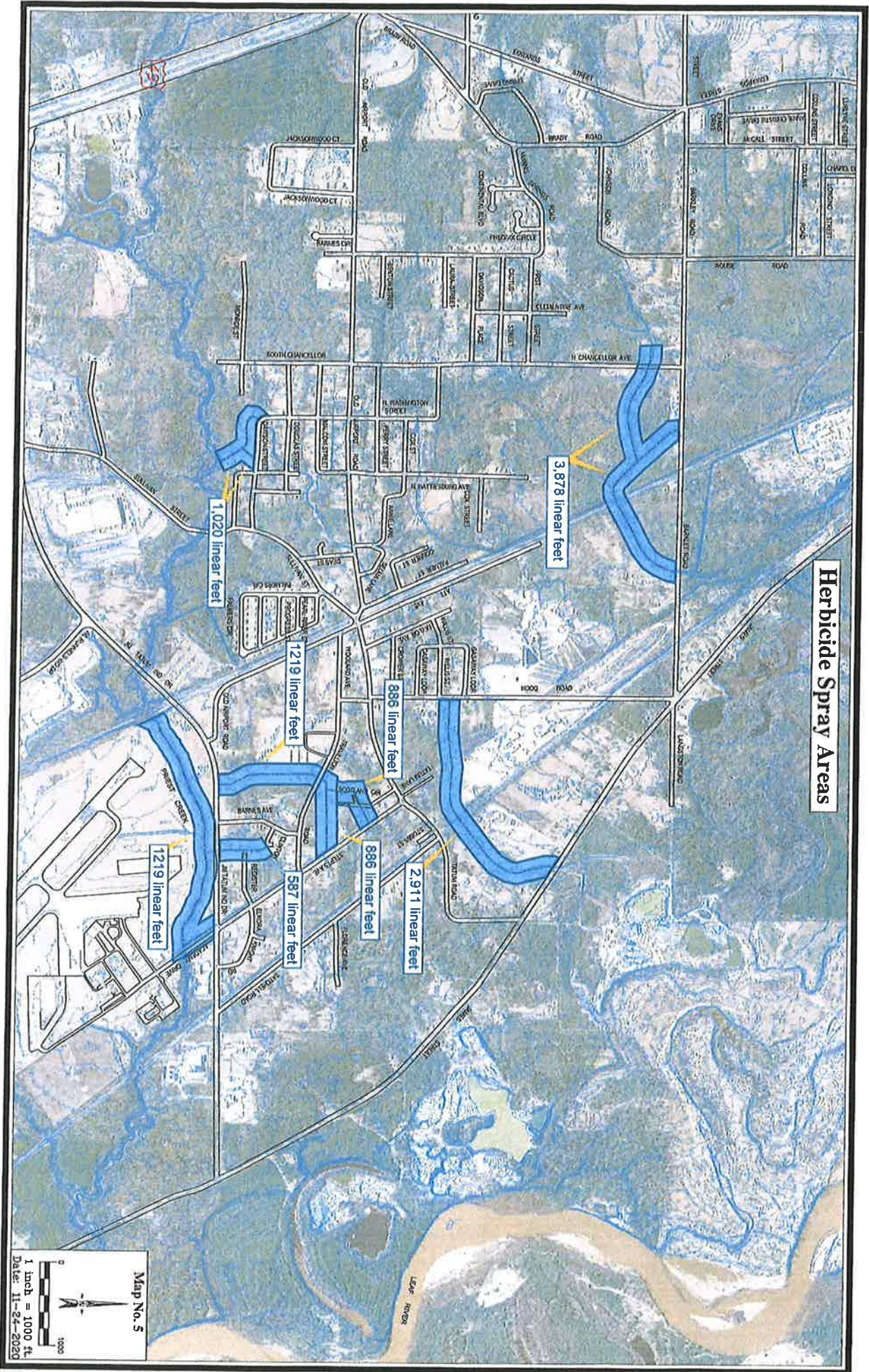
Herbicide Spray Areas



Herbicide Spray Areas



Herbicide Spray Areas



Ditch Name	Length in Feet	Width in Feet	Square Feet	Acres
Lakeview road	975	90	87750	2.0
Frontage road	1,710	50	85500	2.0
Marathon(Classic Dr)	428	70	29960	0.7
Valero	180	85	15300	0.4
Bridge 1	369	25	9225	0.2
Bridge 2	90	25	2250	0.1
Campbell loop	3,220	100	322000	7.4
Burketts Creek	4,276	50	213800	4.9
Barkley road 1	3,273	40	130920	3.0
Barkley road 2	630	40	25200	0.6
Old Airport road	1,525	50	76250	1.8
Hood road	2,951	40	118040	2.7
Dawson st 1	802	40	32080	0.7
Dawson st 2	228	40	9120	0.2
Travillon rd	898	40	35920	0.8
Registar st	592	30	17760	0.4
JM Tatum Industrial	3,109	75	233175	5.4
WL Runnels industrial	2,112	50	105600	2.4
Gordon st	1000	40	40000	0.9
HWY 98	274	60	16440	0.4
Millbranch rd	1135	50	56750	1.3
Oak Grove rd	377	60	22620	0.5
Bowling st	2,038	40	81520	1.9
Fairway dr	4,187	40	167480	3.8
Guy Eaton	1,425	25	35625	0.8
Chevy Chase	176	25	4400	0.1
Arlington Loop 1	520	40	20800	0.5
Arlington Loop 2	161	40	6440	0.1
Gordon Creek 1	28,723	80	2297840	52.8
Gordon Creek 2	7,550	80	604000	13.9
Gordon Creek 3	1217	75	91275	2.1
Gordon Creek 4	6,916	60	414960	9.5
Gordon Creek 5	2,698	65	175370	4.0
Gordon Creek 6	1,425	60	85500	2.0
Gordon Creek 7	270	45	12150	0.3
HWY 42	2,370	30	71100	1.6
N 26th ave	2,798	30	83940	1.9
N 28th ave	544	30	16320	0.4
Duke ave	4,625	35	161875	3.7
Quinn street branch	191	30	5730	0.1
Quinn street	1,536	30	46080	1.1
W 7th street	316	25	7900	0.2
Mississippi tank	652	30	19560	0.4

Total Acreage	139.9
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Mississippi tank	652	30	19560	0.4

Total Acreage

139.9



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sid Gonsoulin
cc:
Date: Tuesday, March 7, 2023
Re: Approve Plans and Specifications for the Kamper Park Tennis Court Overlay Project and authorize advertisement for bids.
File Number: 2023-161
Minute Book #

Summary

Approve Plans and Specifications for the Kamper Park Tennis Court Overlay Project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this Item.

Please place this on the March 7, 2023 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

**KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **April 13**, 2023 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

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

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

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

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

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

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

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

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

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

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: austin.lovitt@neel-schaffer.com. Austin Lovitt, ASLA – Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 12, 2023

March 19, 2023

*CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS*

FOR

**KAMPER PARK TENNIS COURT
OVERLAY**

FOR THE

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



FEBRUARY 2023

PREPARED BY



2-27-23



NEEL-SCHAFER
Solutions you can build upon

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The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 12, 2023

March 19, 2023

INSTRUCTIONS TO BIDDERS

KAMPER PARK TENNIS COURT OVERLAY CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded and/or supplemented by the technical specifications and special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted on the forms furnished by the Owner and the envelope (if not submitted electronically) containing the Proposals must be addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope (if not submitted electronically) containing the Proposal shall bear the inscription:

**SEALED BID FOR: KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms as stipulated in the "Advertisement for Bids." Charges are not set by the Engineer but by the website.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will

be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a

Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to

have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

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

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items.

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within **60** consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

BIDDER'S PROPOSAL

**KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

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BIDDER'S PROPOSAL

**KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Kamper Park Tennis Court Overlay

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and

other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

**KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
907-242-PP	BASE, COURT SURFACING, NEW COURT NETTING & POSTS, PER PLANS	1	LUMP SUM	XXXX	
907-607-PP	TENNIS SEPERATION FENCE (10' CHAINLINK BLACK VINYL TO MATCH EXTERIOR FENCE), PER PLANS	115	LIN. FT.		
907-607-PP	PICKELBALL SEPERATION FENCE (4' CHAINLINK BLACK VINYL), PER PLANS	275	LIN. FT.		
620-A	MOBILIZATION	1	LUMP SUM	XXXX	
TOTAL BASE BID \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names,
titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

**KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Kamper Park Tennis Court Overlay" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable

attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Kamper Park Tennis Court Overlay
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Hunter White, and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Austin Lovitt, ASLA
Project Manager

c: Hunter White
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
KAMPER PARK TENNIS COURT OVERLAY
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Austin Lovitt, ASLA, of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ OWNER _____ DATE _____	

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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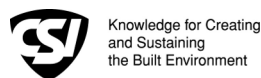
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

Determining regular and seasonal rainfall amounts is based on historical rainfall data for events greater than 0.10 inches plus an approximate amount of assumed wet conditions resulting from these. Isolated rainfall events less than 0.10 inches are not considered as an impact to construction activities. The following table provides weather impact days per month which will be considered as regular and seasonal rainfall for the project area.

Historical Rainfall Data												
Month	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Average Rain Days	8	8	8	7	7	8	8	8	6	4	5	8

The frequency of rain and weather impact days during the project must exceed the averages shown in the table to be considered as abnormal. The weather impact delays shall be compared on a monthly basis.

11. Payments to **CONTRACTOR**

Paragraph 14.02.A, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.

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- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Final Completion of the work.

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$750** for each consecutive calendar day after the time stipulated for Final Completion of the work. The actual costs includes, but is not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

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- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

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- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

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5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
 - B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
 - C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
 - D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
 - E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
 - F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
 - G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
 - H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
 - I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
 - 1. No Exceptions Taken.
 - 2. Make Corrections Noted.
 - 3. Revise and Resubmit.
 - 4. Rejected.
 - 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
- A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the Product specified.
 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 02790

CONCRETE TENNIS COURT SURFACE COLOR COATING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Concrete tennis court surface color coating system.

1.2 RELATED REQUIREMENTS

- A. Section 03315-2 Post Tension Concrete Tennis Court

1.3 REFERENCE STANDARDS

- A. American Sports Builders Association (ASBA).
- B. United States Tennis Association (USTA) Rules of Tennis.
- C. International Tennis Federation (ITF).

1.4 SUBMITTALS

- A. Comply with Section Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including surface and crack preparation and application instructions.
- C. Samples: Submit manufacturer's color samples of color coating.
- D. Test Reports:
 - 1. Submit independent test results for solar reflectance index.
 - 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
 - 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- F. Manufacturer's Project References: Submit manufacturer's list of successfully completed concrete tennis court surface color coating system projects, including project name, location, and date of application.
- G. Applicator's Project References: Submit applicator's list of successfully completed concrete tennis court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.

-
- H. Warranty Documentation: Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
1. Manufacturer regularly engaged, for past 5 years, in manufacture of concrete tennis court surface color coating systems of similar type to that specified.
 2. United States owned company.
 3. Member: ASBA.
 4. Manufacturer has surfaces that are classified by the ITF's (International Tennis Federation) pace classification program.
- B. Applicator's Qualifications:
1. Applicator regularly engaged, for past 3 years, in application of tennis court surface color coating systems of similar type to that specified.
 2. Employ persons trained for application of tennis court surface color coating systems.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
1. Store and handle materials in accordance with manufacturer's instructions.
 2. Keep materials in manufacturer's original, unopened containers and packaging until application.
 3. Store materials in clean, dry area indoors.
 4. Store materials out of direct sunlight.
 5. Keep materials from freezing.
 6. Protect materials during storage, handling, and application to prevent contamination or damage.
 7. Close containers when not in use.

1.7 AMBIENT CONDITIONS

- A. Do not apply concrete tennis court surface color coating system when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.
- B. Do not apply concrete tennis court surface color coating system when rain is expected during application or within 24 hours after application.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. As noted in plans or approved equal.

2.2 MATERIALS

- A. Concrete Tennis Court Surface Color Coating System: as noted in plans or approved equal.

-
- D. Patch Binder: Compatible with surface material
1. 100 percent acrylic emulsion liquid binder.
 2. Mix on-site with sand and cement.
 3. Levels and repairs low spots and depressions up to 3/4 inch deep in concrete pavement.
 4. Fills Cracks in concrete up to 1" in width.
 5. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
- E. Adhesion Promoter: Compatible with surface material
1. Acrylic emulsion primer.
 2. Primes concrete surface and promotes adhesion of color coating system materials.
 3. Weight per Gallon at 77 Degrees F: 8.7 lbs., plus or minus 0.5 lbs.
- F. Filler Course: Compatible with surface material
1. 100 percent acrylic emulsion resurfacer.
 2. Mix on-site with silica sand.
 3. Apply to adhesion promoter or previously colored acrylic surfaces in preparation of color coating system.
 4. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 44.0 percent.
 - b. Hiding Pigment: 2.0 percent.
 - c. Mineral Inert Fillers: 5.0 percent.
 - d. Film Formers, Additives: 0.2 percent.
 - e. Water: 45.0 percent.
 5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
 7. Color: [Black] or [Neutral].
- G. Color Coating: as noted in drawings
1. 100 percent acrylic emulsion coating.
 2. Mix on-site with silica sand and water.
 3. Color coats tennis and multipurpose courts.
 4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.
 5. Color: [Beige] [Blue] [Brown] [Dark Green] [Dove Gray] [Forest Green] [Gray] [Ice Blue] [Light Blue] [Light Green] [Maroon] [Red] [Sandstone] [Tournament Purple] [Orange] [Yellow].
- H. Line Markings Primer: as noted in drawings
1. 100 percent acrylic emulsion primer, clear drying.
 2. Primes line markings and prevents bleed-under for sharp lines.
 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 38.0 percent.
 - b. Hiding Pigment: 0.0 percent.
 - c. Mineral Inert Fillers: 7.0 percent.
 - d. Film Formers, Additives: 1.5 percent.
 - e. Water: 50.0 percent.
 4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.

-
5. Non-Volatile Material: 29 percent, plus or minus 5 percent.
- I. Line Paint: as noted in drawings
 1. Pigmented, 100 percent acrylic emulsion line paint.
 2. Line marking on concrete tennis courts.
 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 25.89 percent.
 - b. Pigment: 14.90 percent.
 - c. Mineral Inert Fillers: 13.12 percent.
 - d. Additives: 4.73 percent.
 - e. Water: 41.36 percent.
 4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
 5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
 6. Color: White.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine concrete tennis court surfaces to receive color coating system.
- B. Verify:
 1. Suitable vapor barrier beneath concrete slab.
 2. Perimeter drainage to prevent moisture accumulation beneath concrete surface.
 3. Curing compounds have not been used on concrete surface.
 4. Concrete tennis courts meet ASBA requirements.
- C. Notify Architect of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with concrete tennis court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. New Concrete:
 1. Cure new concrete surfaces a minimum of 28 days before application of concrete tennis court surface color coating system.
 2. Provide medium broom finish or similar roughened texture.
 3. Do not steel trowel finish.
 4. Acid etch surface per manufacturers specifications, then rinse thoroughly.
- D. Existing Concrete:
 1. Sandblast, shotblast, or scarify smooth concrete surfaces to roughened texture similar to medium broom finish.

2. Acid etch surface per manufacturers specifications, then rinse thoroughly.

- E. Remove dirt, dust, debris, oil, grease, sealers, curing compounds, vegetation, loose coatings, loose materials, and other surface contaminants which could adversely affect application of concrete tennis court surface color coating system. Pressure wash entire surface.
- F. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of color coating.
- G. Repair spalled areas and level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.
- H. Apply adhesion promoter over entire concrete surface in accordance with manufacturer's instructions.
- I. Apply 1 coat of filler course to provide smooth underlayment for application of color coating.
- J. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.3 APPLICATION

- A. Apply concrete tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.
- C. Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- D. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

3.4 LINE MARKINGS

- A. Lay out tennis court line markings in accordance with USTA Rules of Tennis.
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and tennis court surface to prevent bleed-under when line paint is applied.
- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

3.5 PROTECTION

- A. Allow a minimum of 24 hours curing time before opening tennis courts for play.
- B. Protect applied concrete tennis court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 03315-2

POST TENSION CONCRETE TENNIS COURT

1.0 Purpose

The preferred method of concrete court construction is the post-tensioned concrete slab. This system allows for a much larger single monolithic pour, eliminates the need for expansion joints and minimizes reflective and surface cracking.

2.0 Slope and Elevation Requirements

All excavating, filling and grading requirements and compacting work of the subbase should be performed so that the finished subgrade is 4"-6" above the surrounding ground and slopes not less than 0.83% (1:120) and not more than 0.1% (1:100). Each court must slope in a true plane, preferably from side to side (but from end to end or from corner to corner also are acceptable), or in the shortest direction for good drainage and water runoff. The court should never be sloped from the net line to the baseline, from the baseline to the netline, from the sides to the centerline or from the centerline to the sides.

3.0 Base Preparation

Refer to Construction Plans.

4.0 Concrete Construction

A. Apron

The overall dimension of an individual court should be 61' x 121' to provide a 6" apron around the court or 62' x 122' to provide a 1' apron around the court. This additional footage helps prevent vegetation intrusion, facilitates landscape maintenance and adds to the overall cosmetics. Fencing should remain at 60' x 120'. Fence posts, net posts, sleeves and center anchor should be installed prior to or during concrete placement. Fencing should be completed prior to surfacing.

B. Moisture/Vapor Barrier

As with all concrete construction, a moisture/vapor barrier, consisting of polyethylene (10 mil. minimum thickness) should be installed prior to installation of any steel and/or cables. Overlap polyethylene sheets at least 6" and tape joints. Once in place no vehicular traffic should be allowed on the moisture/vapor barrier nor any other object which could puncture the barrier or otherwise compromise the integrity of the surface. All concrete should be pumped, not driven onto the court. Excessive loads at any time are unacceptable.

C. Cement

Cement (Type 1 or 1A) should conform to one of the Standard Specifications for Portland Cement, ASTM C 150 or Specifications for Blending Hydraulic Cements, ASTM C 595, excluding slag cements Types S and SA. Do not use curing compounds.

D. Air Entrainment

Air entrainment by total volume of concrete should be:

4 to 6% for 1 1/2" maximum size coarse aggregate, 5 to 7% for 3/4" or 1" maximum size coarse aggregate, 6 1/2 to 8 1/2% for 3/8" or 1/2" maximum size coarse aggregate.

E. Aggregate

Aggregate should conform to Standard Specifications for Concrete Aggregates ASTM C 33. For concrete work that is 5" thick, the nominal size of the coarse aggregate should not exceed 1 1/2" and for concrete work that is 4" thick, the nominal size of the coarse aggregate should not be greater than 1". Fly ash or other additives are not acceptable.

F. Thickness of Concrete

Concrete work should be 5" thick.

G. Post-Tensioning

Post-tensioning material should consist of seven wire stress-relieved strands, conforming to ASTM A 416, with an ultimate strength of 270 KSI. Strands should be coated with a permanent rust preventative lubricant and wrapped with plastic sheathing. If strand sheathing is damaged or removed, it is to be repaired by taping. A maximum of 6" exposed strand is permitted at the anchor. End anchorage devices will conform to Post-

Tensioning Institute (PTI) specifications. All dead end anchorages must be power seated. All strands are to be supported on chairs and tied at all intersections or securely supported in beams to prevent vertical and horizontal movement during concrete placement. Cables should be laid out in grids at 3.5' on center. Concrete must be well consolidated, especially in the vicinity of strand anchorages. Strands should be anchored at 28.9 KIPS, but may be initially stressed at 33 KIPS. A 9" diameter centered on the strand axis by a 36" length should be allowed for stressing equipment clearance. The stressing process generates tremendous pressures and extreme care should be taken to prevent injury from operator error or failure of equipment or materials.

Slabs should be designed using acceptable engineering practices in accordance with the American Concrete Institute Building Code Requirements for reinforced concrete and the Post-Tensioning Institute's tentative specifications for post-tensioning materials. The soil condition and plasticity index of the court site should be considered in determining strand spacings and beam requirements.

H. Forms

Forms should be set accurately to the lines and grades indicated on drawings and secured to prevent settlement or movement during placing of concrete. Forms should remain in place until concrete has taken its final set.

I. Joints

1. Courts should be poured as a monolithic slab.
2. For multi-court banks, an accepted alternative expansion joint method would be to construct a common expansion joint between every two courts with a T-joint method. The cabling system can be continued through the system to allow for tension to be applied at the end of the total slab distance.

J. Concrete Proportioning and Mixing

The concrete should have a compressive strength of not less than 3,000 psi at 28th day after casting. Ready-mixed concrete should be mixed and delivered in accordance with ASTM C 94, Specification for Ready-Mixed Concrete with a 4" maximum slump.

K. Placing and Finishing

Concrete should be placed by pumping method. At least a full court should be placed in one continuous operation without intervening joints of any kind. Concrete should be spread, consolidated, screeded, bull-floated and finished in accordance with Section 7.2 of ACI (American Concrete Institute) Standard 302, Recommended Practice for Concrete Floor and Slab Construction. When concrete is sufficiently set to withstand foot pressure with only about 1/4" indentation and the water sheen has left the surface, the slab should be uniformly finished by power floating and troweling. The final finish texture should be a medium broom finish unless otherwise specified by the surface manufacturer. No curing compounds should be used at any time.

L. Surface Tolerances

The finished surface of the court should not vary more than 1/8" in 10' when measured in any direction.

M. Curing

Immediately after finishing, the concrete should be kept continuously moist for 7 days by covering with polyethylene film or waterproof curing paper, or by sprinkling or ponding or other acceptable coverings. No curing compounds should be used at any time. Curing time should be in accordance with surfacing system manufacturer's recommendations. Timing is critical on all of the above due to the possibility of disturbing the finished surface.

KAMPER PARK TENNIS COURT OVERLAY

CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

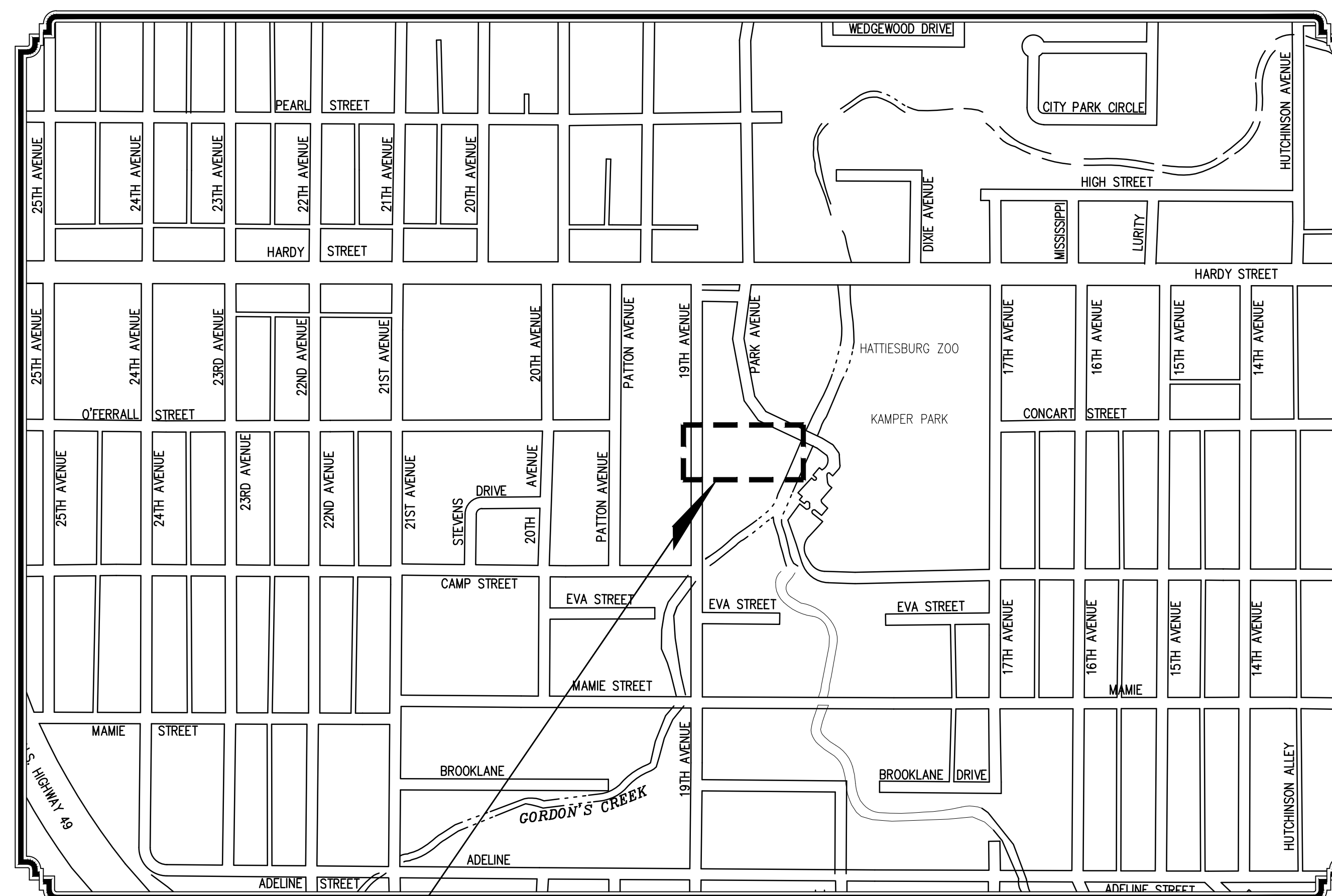
ANN JONES

COUNCIL MEMBERS

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

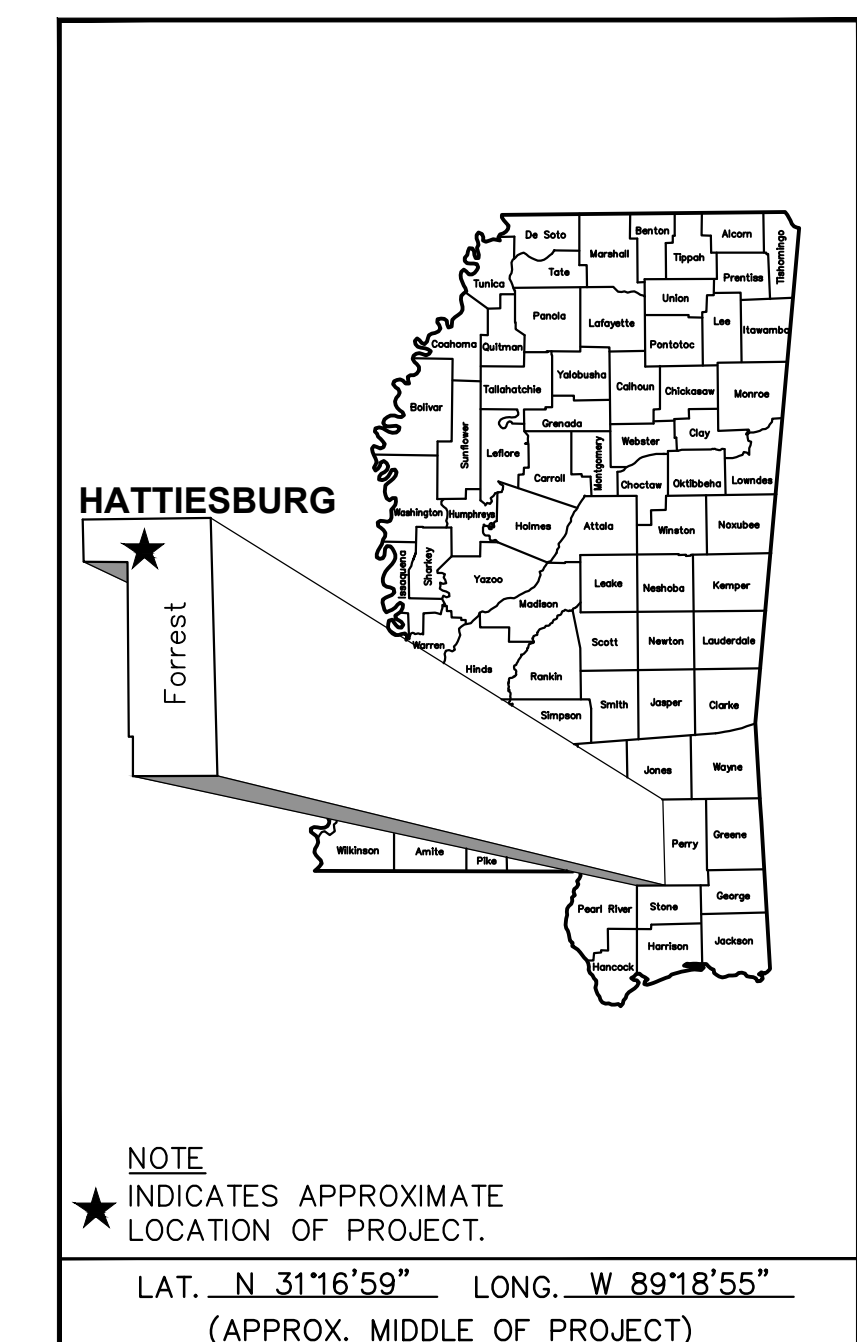
UTILITIES

TELEPAK DBA C SPIRE (FIBER)
UNITI (FIBER)
MISSISSIPPI POWER COMPANY (POWER)
SPIRE MS INC (GAS)
COMCAST CABLE (TV, TELEPHONE & FIBER)
AT&T (TELEPHONE)
CITY OF HATTIESBURG (WATER & SEWER)



PROJECT AREA

VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon



DAVID AUSTIN LOVITT, ASLA
MISSISSIPPI LICENSE NO. 0658

DATE

2/27/2023 1:33 PM c:\17508\hattiesburg\17508 - kamper park tennis court overlay\design\plan\17508_notes.dwg

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.
2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY 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 PRICE BID FOR CONTRACT ITEMS.
6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).
7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.
8. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
9. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE PROJECT LIMITS. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.
10. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
11. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.
12. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
14. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
15. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER SUB-CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.
16. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.
17. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).
19. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM FOR MAINTENANCE OF TRAFFIC.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).
21. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

22. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.
23. THE US DEPARTMENT OF TRANSPORTATION REGULATES ACCESSIBILITY FOR CONSTRUCTION SITES. THESE ARE LOCATED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE US ACCESS BOARD (DEPARTMENT OF JUSTICE) REQUIRES THAT ALL PUBLIC RIGHT-OF-WAY BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES. REMINDER: THESE ARE FEDERAL REGULATIONS (A VIOLATION OF FEDERAL LAW). NO CHANGE ORDERS WILL BE GIVEN TO KEEP THESE REQUIREMENTS IN PLACE.

THE US DOT AND THE DOJ WILL BE CONTACTED IF THE CONTRACTOR FAILS TO KEEP THESE IN PLACE.
24. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.
25. BURNING WILL NOT BE ALLOWED ON SITE.
26. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.
27. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
28. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
29. TREE MAINTENANCE IS NOTED IN THE PLANS AND SHALL BE INCLUDED AS 618-A001 MAINTENANCE OF TRAFFIC. THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE TREE PROTECTION ZONE (AREA BETWEEN THE TRUNK AND TEMPORARY ORANGE CONSTRUCTION FENCE) INCLUDE:

a. PARKING VEHICLES OR EQUIPMENT, STORAGE OF BUILDING MATERIALS, REFUSE, OR EXCAVATED SOILS, OR DUMPING POISONOUS MATERIAL ON OR AROUND TREES AND ROOTS. POISONOUS MATERIALS INCLUDE, BUT ARE NOT LIMITED TO PAINT, PETROLEUM PRODUCTS, CONCRETE, STUCCO MIX, DIRTY WATER OR ANY MATERIAL THAT MAY BE HARMFUL TO TREE HEALTH

b. THE USE OF TREE TRUNKS AS A BACKSTOP, WINCH SUPPORT, ANCHORAGE, AS A TEMPORARY POWER POLE, SIGNPOST OR OTHER SIMILAR FUNCTION

c. CUTTING OF TREE ROOTS BY UTILITY TRENCHING, FOUNDATION DIGGING, PLACEMENT OF CURBS AND TRENCHES, OR OTHER MISCELLANEOUS EXCAVATIONS WITHOUT PRIOR APPROVAL OF THE OWNER'S PROJECT REPRESENTATIVE.

d. SOIL DISTURBANCE OR GRADE CHANGE

e. DRAINAGE CHANGES
30. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO EXCAVATION OCCURRING UNDER ANY MATURE TREE CANOPY. CONTRACTOR MAY BE REQUIRED TO HAND EXCAVATE OR AIR EXCAVATE THESE AREAS AS DIRECTED BY THE ENGINEER.
31. PRIOR TO CONSTRUCTION, VARIOUS TREES MAY NEED TO BE PRUNED AWAY FROM STRUCTURES OR PROPOSED CONSTRUCTION ACTIVITY. CONSTRUCTION OR CONTRACTOR PERSONNEL ARE NOT ALLOWED TO REMOVE TREES (EXCEPT THOSE NOTED TO BE REMOVED) AND SHALL NOT ATTEMPT PRUNING. ONLY PERSONNEL APPROVED BY THE OWNER'S PROJECT REPRESENTATIVE AND SUPERINTENDENT OF GROUNDS CAN PERFORM PRUNING OR REMOVAL OPERATIONS. THE OWNER WILL PROVIDE QUALIFIED TREE PRUNING SERVICES AND COORDINATE WITH THE CONTRACTOR.

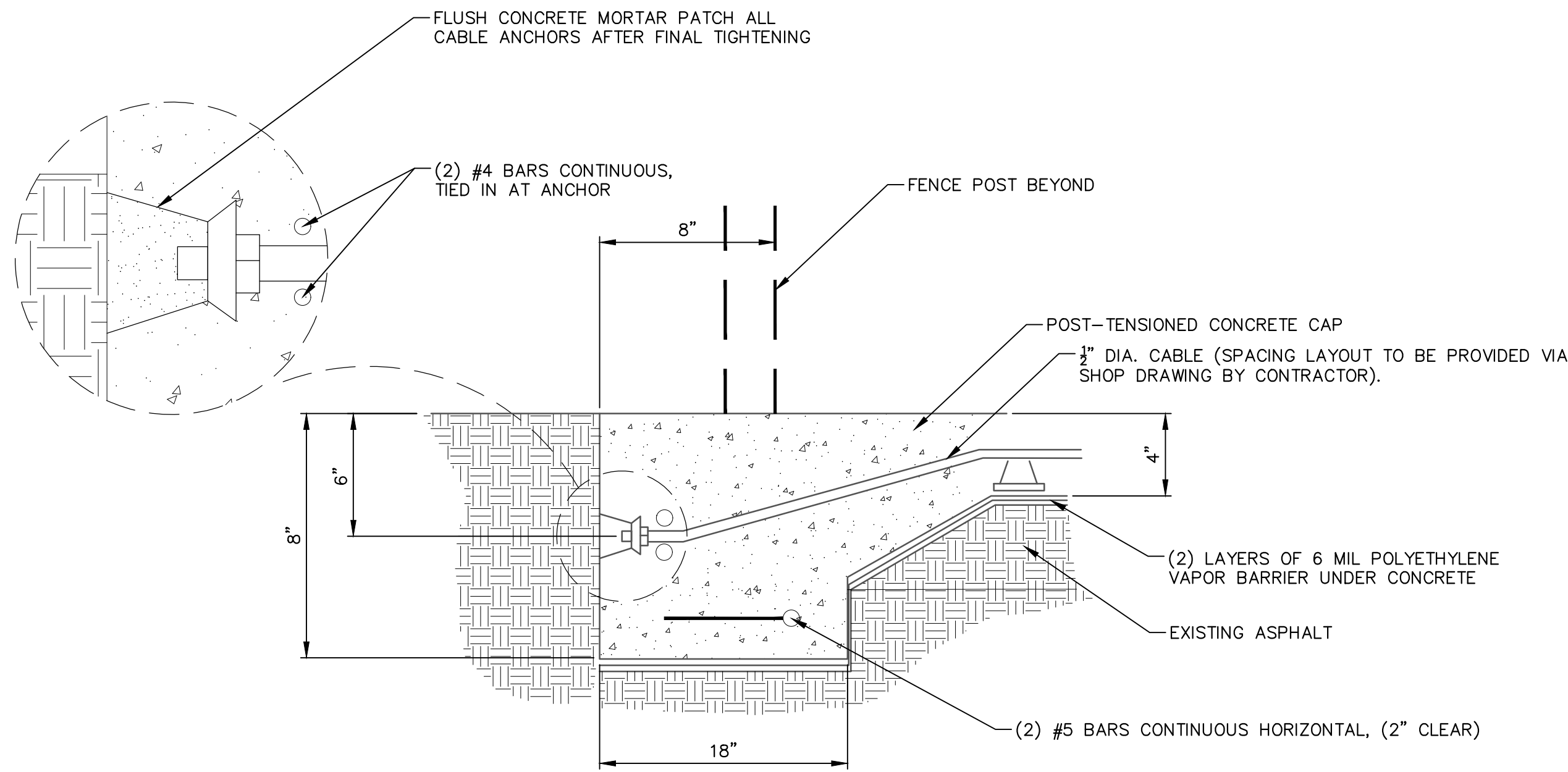
DESCRIPTION OF SHEET

COVER
GENERAL NOTES & INDEX
TYPICAL SECTION
EXISTING CONDITIONS & DEMOLITION PLAN
OVERALL SITE PLAN
COURT MARKING & DIMENSION PLAN
DETAIL SHEET 1 -
DETAIL SHEET 2 -
TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
DETAILS OF SILT FENCE INSTALLATION
INLET PROTECTION/DETAILS OF WATTLES
INLET PROTECTION/DETAILS OF SANDBAGS
STABILIZED CONSTRUCTION ENTRANCE

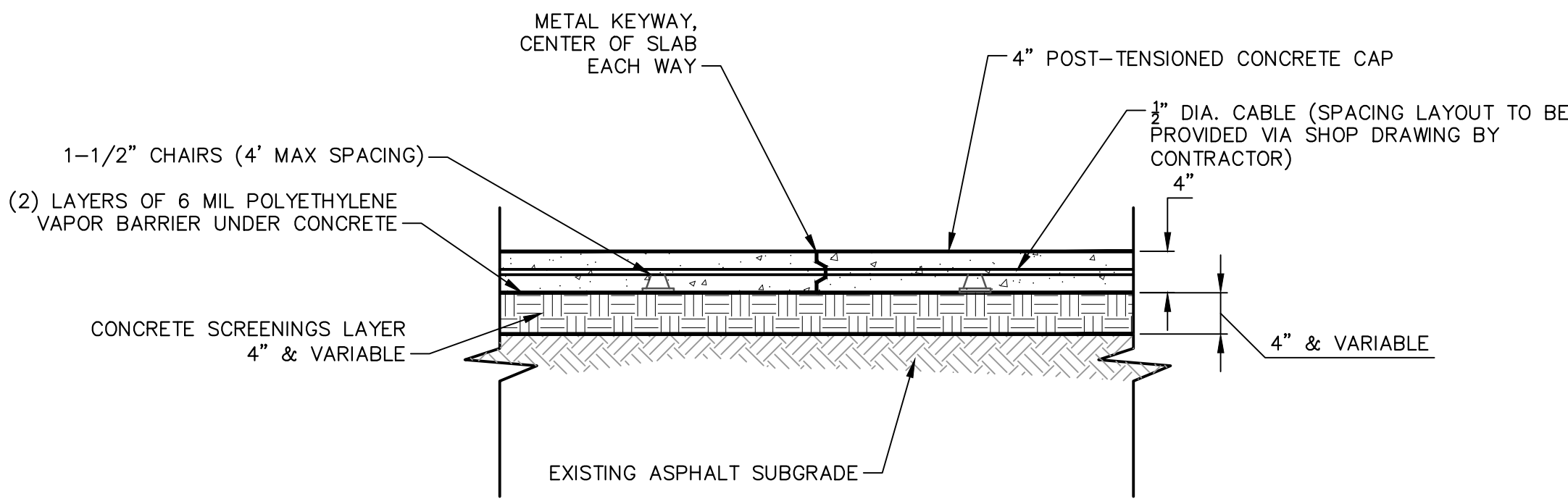
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COVER	1.0
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DIM-1	4.2
DET-1	5.0
DET-2	5.1
ECD-1	6.0
ECD-3	6.1
ECD-13	6.2
ECD-15	6.3
ECD-16	6.4

TOTAL NUMBER OF SHEETS (13)

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17508.000					
					FILENAME: 17508_Notes.dwg					
					SCALE: NTS					
					SURVEYED BY: NEEL-SCHAFFER					
					DSGN: DAL	DATE: 12/2022				
					DRWN: DAL	DATE: 12/2022				
					CHKD:	DATE:				
					QA/QC:	DATE:				



THICKENED COURT EDGE
NOT TO SCALE



POST-TENSIONED CONCRETE CAP - COURT SECTION
NOT TO SCALE

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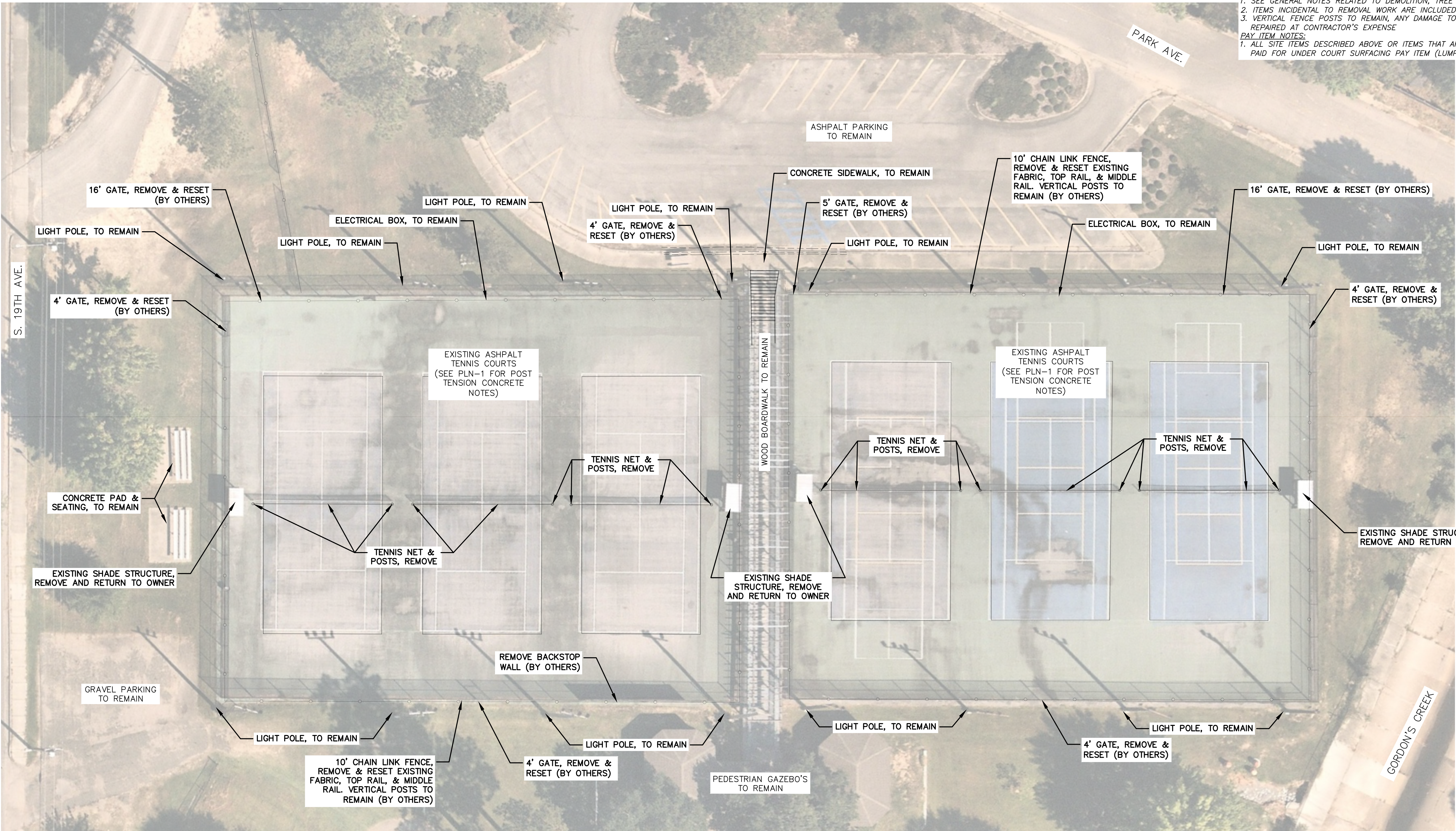
KAMPER PARK TENNIS COURT OVERLAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

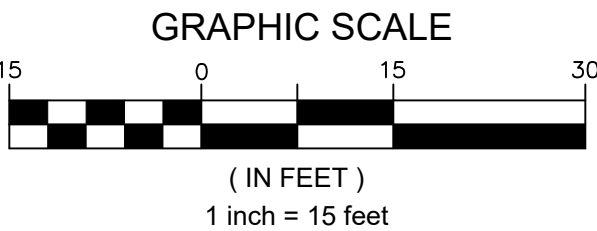
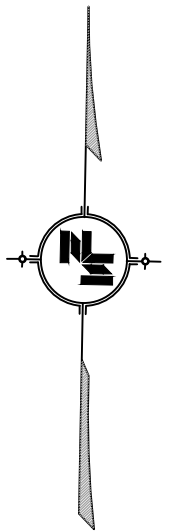


TYPICAL SECTION

WORKING NUMBER: TS-1	DRAWING NUMBER: 3.0
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REMOVAL REQUIREMENTS:
1. SEE GENERAL NOTES RELATED TO DEMOLITION, TREE REMOVAL & TREE PROTECTION.
2. ITEMS INCIDENTAL TO REMOVAL WORK ARE INCLUDED IN PAY ITEM - #1 BASE, COURT
3. VERTICAL FENCE POSTS TO REMAIN, ANY DAMAGE TO VERTICAL FENCE POSTS TO BE REPAIRED AT CONTRACTOR'S EXPENSE
PAY ITEM NOTES:
1. ALL SITE ITEMS DESCRIBED ABOVE OR ITEMS THAT ARE CALLED TO BE REMOVED ARE PAID FOR UNDER COURT SURFACING PAY ITEM (LUMP SUM).



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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17508.000							
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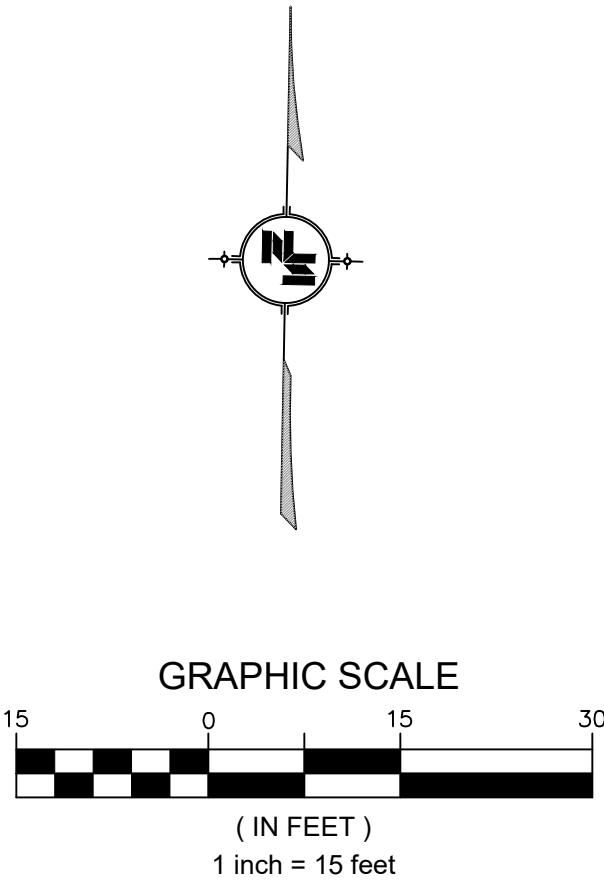
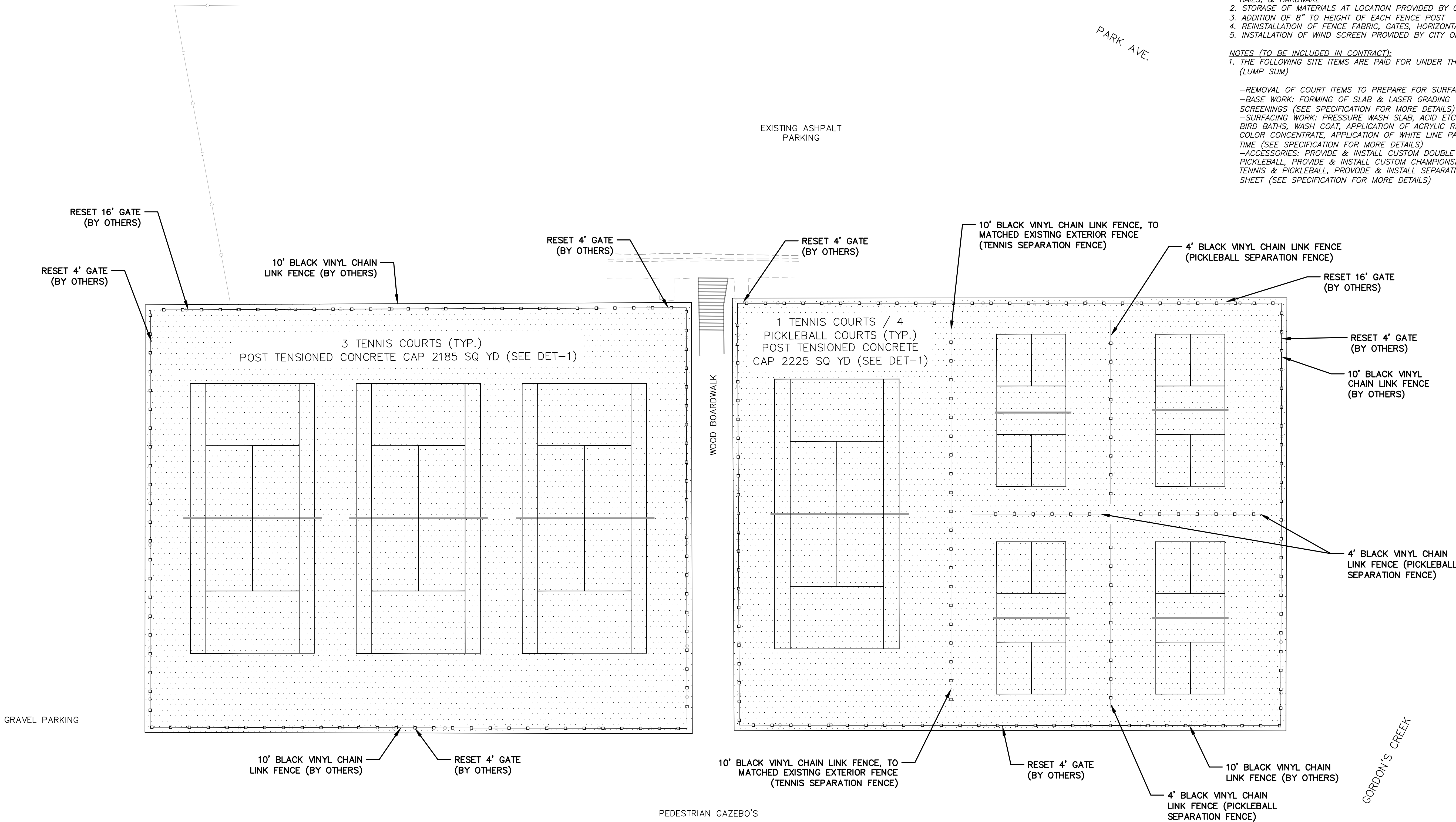
THE FOLLOWING ITEMS TO BE DONE (BY OTHERS), AND ARE NOT INCLUDED IN CONTRACT:

1. REMOVAL OF EXISTING TENNIS COURT FENCING (INCLUDES FABRIC, GATES, HORIZONTAL RAILS, & HARDWARE)
2. STORAGE OF MATERIALS AT LOCATION PROVIDED BY CITY OF HATTIESBURG
3. ADDITION OF 8" TO HEIGHT OF EACH FENCE POST
4. REINSTALLATION OF FENCE FABRIC, GATES, HORIZONTAL RAILS & HARDWARE
5. INSTALLATION OF WIND SCREEN PROVIDED BY CITY OF HATTIESBURG

NOTES (TO BE INCLUDED IN CONTRACT):

1. THE FOLLOWING SITE ITEMS ARE PAID FOR UNDER THE COURT SURFACING PAY ITEM (LUMP SUM)

-REMOVAL OF COURT ITEMS TO PREPARE FOR SURFACING WORK (SEE DEMO-1)
-BASE WORK: FORMING OF SLAB & LASER GRADING TO FINAL GRADE W/1 4" SCREENINGS (SEE SPECIFICATION FOR MORE DETAILS)
-SURFACING WORK: PRESSURE WASH SLAB, ACID ETCH, FLOODING OF COURTS TO MARK BIRD BATHS, WASH COAT, APPLICATION OF ACRYLIC RESURFACING, APPLICATION OF COLOR CONCENTRATE, APPLICATION OF WHITE LINE PAINT, ALLOW FOR PROPER CURING TIME (SEE SPECIFICATION FOR MORE DETAILS)
-ACCESSORIES: PROVIDE & INSTALL CUSTOM DOUBLE TOP NETS FOR TENNIS & PICKLEBALL, PROVIDE & INSTALL CUSTOM CHAMPIONSHIP INTERNAL WIND NET POSTS FOR TENNIS & PICKLEBALL, PROVIDE & INSTALL SEPARATION FENCING AS SHOWN ON THIS SHEET (SEE SPECIFICATION FOR MORE DETAILS)



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KAMPER PARK TENNIS COURT OVERLAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



OVERALL SITE PLAN

WORKING NUMBER:	DRAWING NUMBER:
PLN-1	4.1

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S. 19TH AVE.

PARK AVE.

NOTES:
1. SEE DET-1 & DET-2 FOR ADDITIONAL NOTES

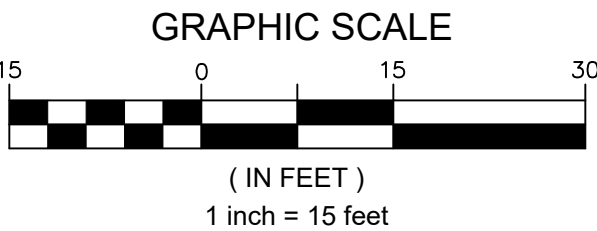
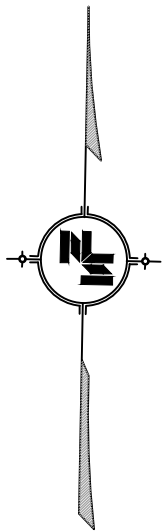
GRAVEL PARKING

ASHPALT PARKING

WOOD BOARDWALK

PEDESTRIAN GAZEBO'S

GORDON'S CREEK



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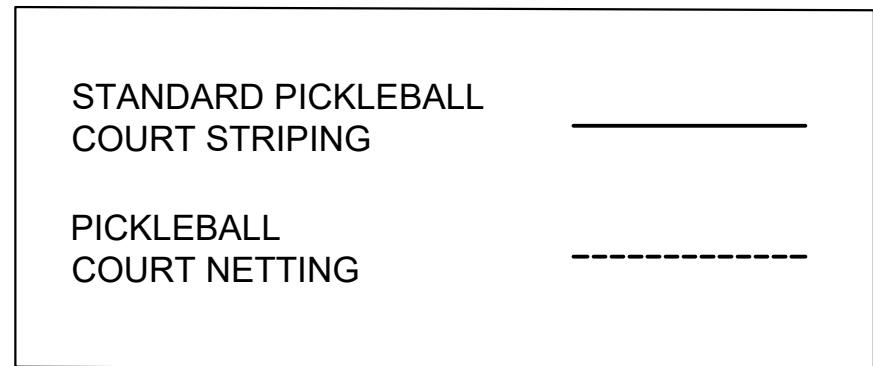
KAMPER PARK TENNIS COURT OVERLAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



COURT MARKING & DIMENSION
PLAN

WORKING NUMBER: DIM-1	DRAWING NUMBER: 4.2
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1. ALL STRIPING ON COURT EXCEPT BASELINES TO BE 2" WIDE.
2. BASELINES TO PAINTED 4" WIDE.
3. STANDARD COURT STRIPING TO BE PAINTED WITH RENNER SPORTS SURFACES TEXTURED WHITE LINE PAINT OR APPROVED EQUAL.
4. JUNIOR STRIPING SHALL BE 1 COLOR (DARK BLUE) ACCORDING TO LAYKOLD COLOR CHART OR APPROVED EQUAL.
5. PICKLEBALL COURTS SHALL BE 2 COLORS (LIGHT BLUE & PRO BLUE) ACCORDING TO LAYKOLD COLOR CHART OR APPROVED EQUAL.
6. TENNIS COURTS SHALL BE 1 COLOR (LIGHT BLUE) ACCORDING TO LAYKOLD COLOR CHART OR APPROVED EQUAL.
7. PLAYING LINES SHALL BE INSTALLED WITH TEXTURED LINE PAINT.
8. ALL COLOR COATS SHALL CONTAIN SAND.
9. MASKING TAPE USED FOR PAINTING LINES SHALL BE PRIMED PRIOR TO PAINTING THE LINES TO PREVENT PAINT FROM BLEEDING UNDER THE TAPE.
10. PLAYING LINES SHALL BE HAND BRUSHED OR ROLLED, NOT SPRAYED.
11. ACRYLIC EMULSION PRIMER REQUIRED FOR PT SLAB PRIOR TO APPLICATION OF ACRYLIC COATINGS.
12. A TEXTURED FINISH FOR THE PT SURFACE IS NECESSARY TO ENSURE A PROPER MECHANICAL BOND OF THE ACRYLIC SURFACE SYSTEM.

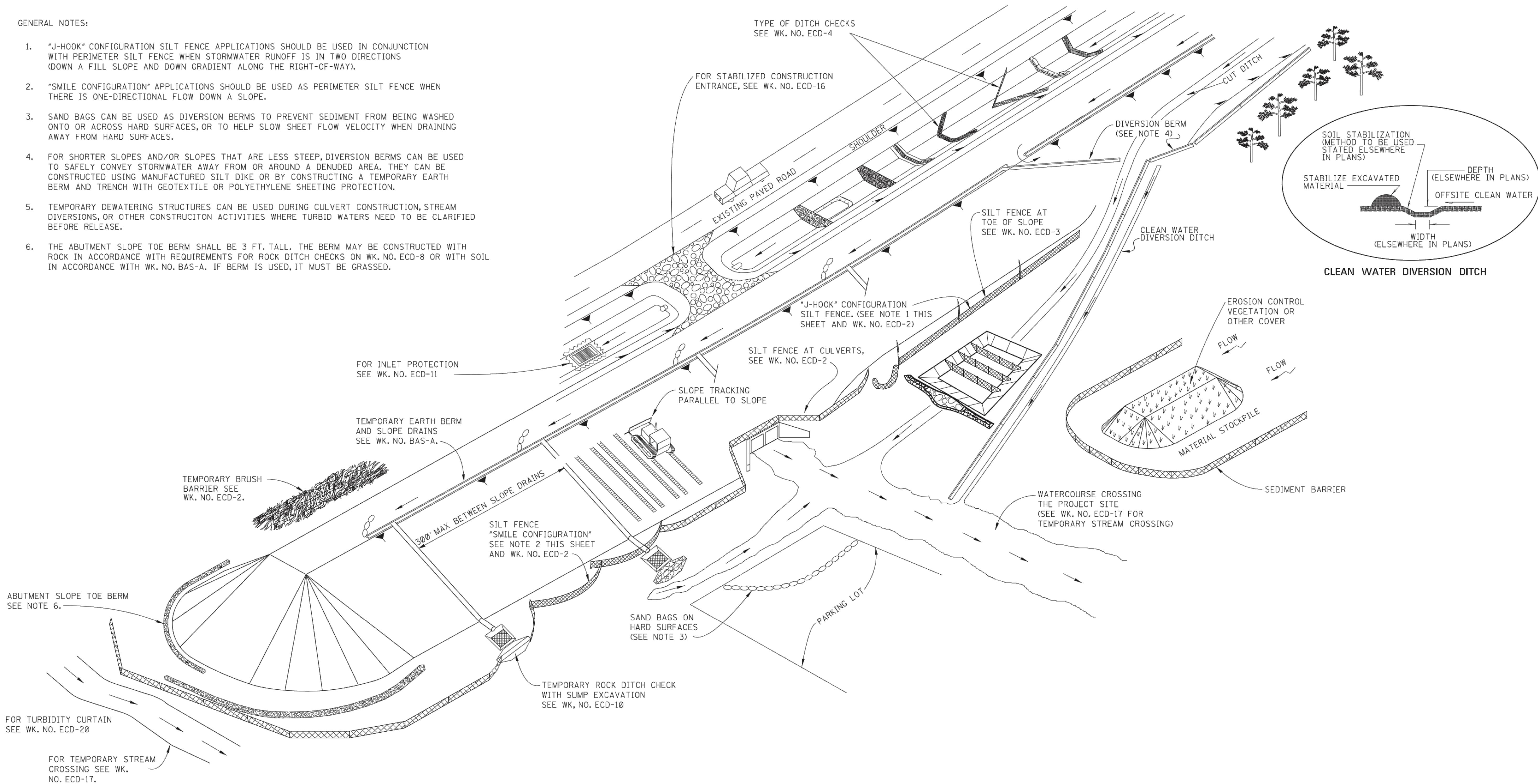


1. FENCE POSTS, ALONG WITH NET-POST SLEEVES AND CENTER STRAP ANCHORS SHOULD BE INSTALLED PRIOR TO OR DURING CONCRETE PLACEMENT AND MUST BE WRAPPED WITH A MINIMUM OF 1" FOAM MATERIAL PRIOR TO THE PLACEMENT OF CONCRETE TO PREVENT RESTRAIN TO SHORTENING AND ALLOW FOR THE SHRINKAGE AND COMPRESSION OF THE POST-TENSIONED SLAB.



GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



NOTICE TO DRAWING HOLDER

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				QA/QC:	DATE:

KAMPER PARK TENNIS COURT OVERLAY

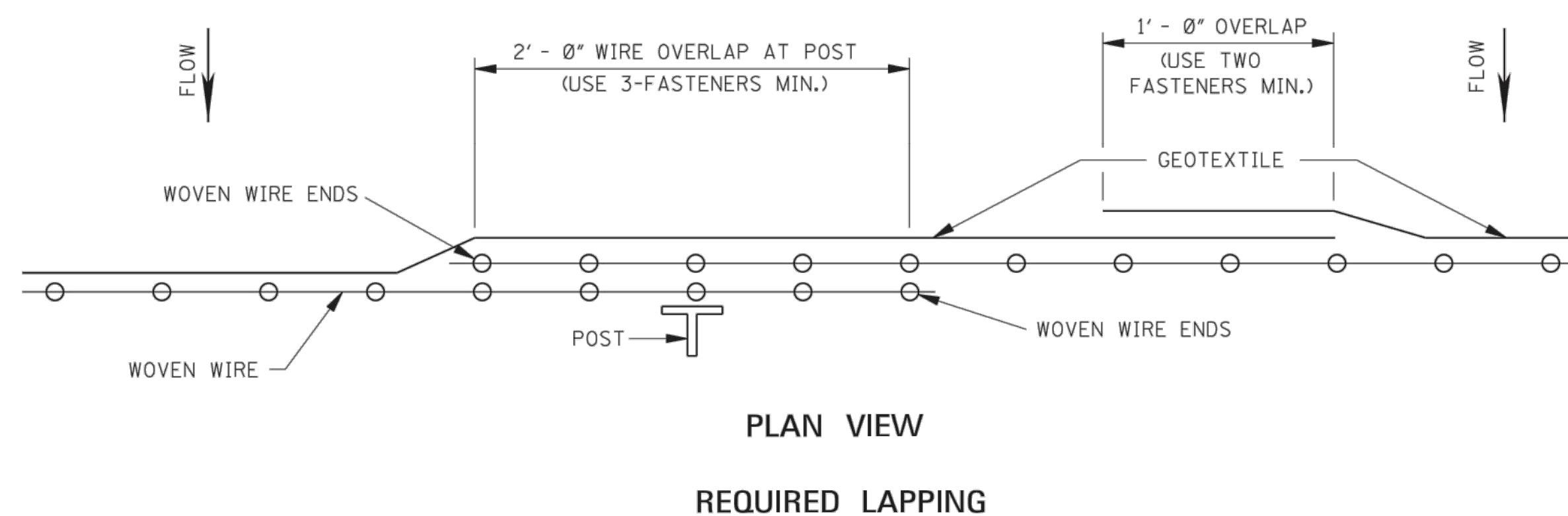
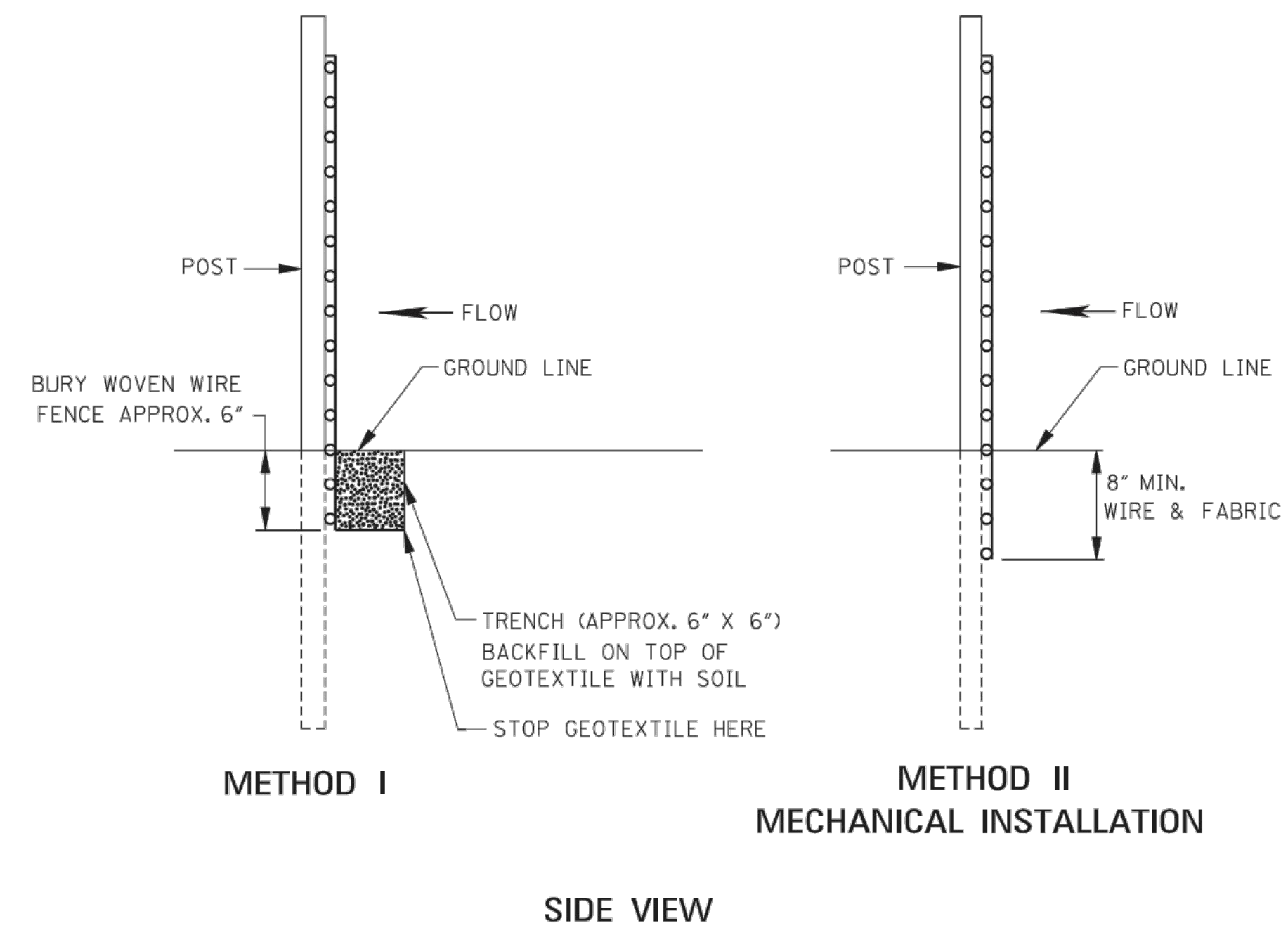
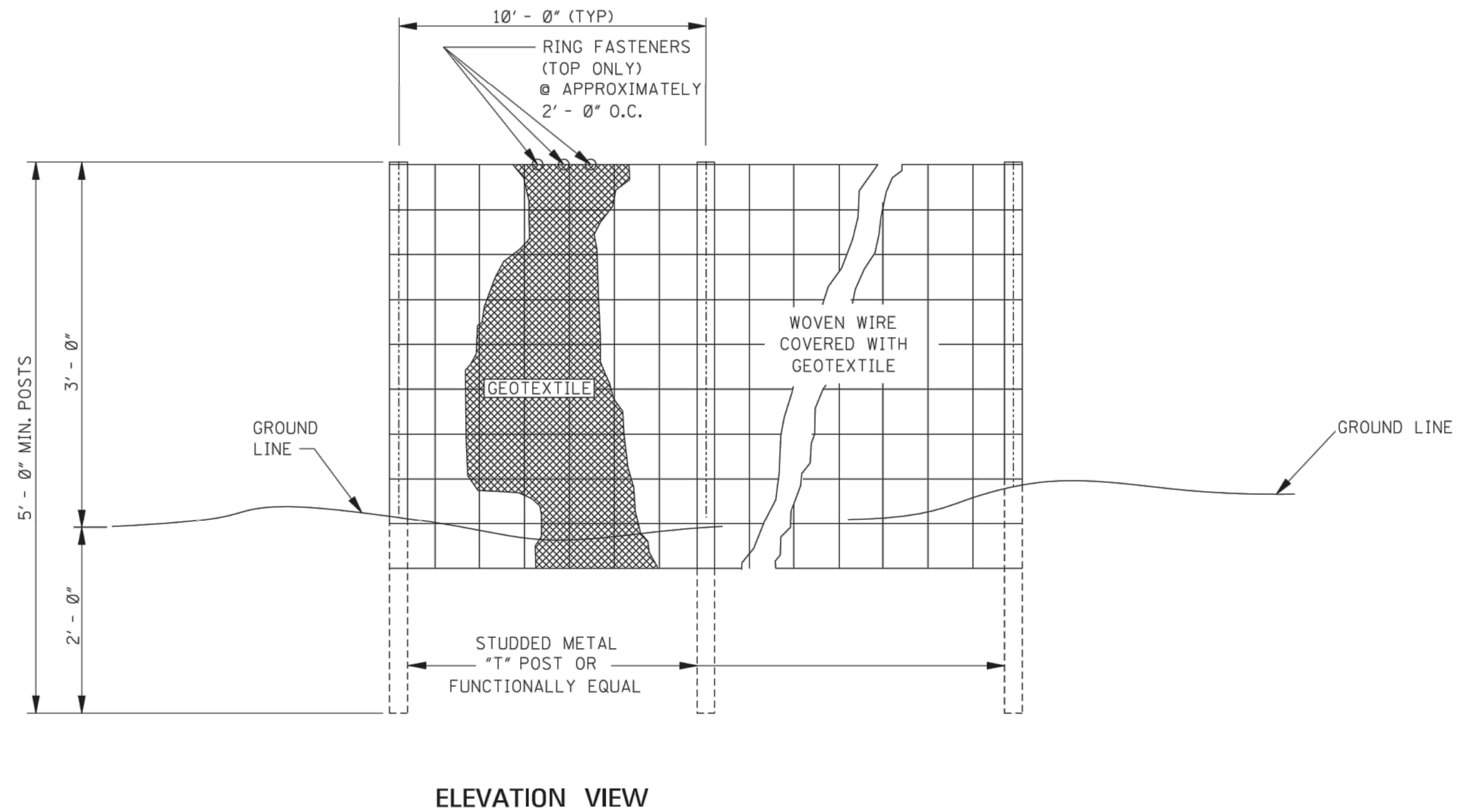
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TYPICAL TEMPORARY EROSION /
SEDIMENT CONTROL APPLICATIONS

WORKING NUMBER:
ECD-1

DRAWING NUMBER:
6.0



GENERAL NOTES:

- SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
- SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
- SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
- WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
- THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
- METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
- WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
- GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

NOTICE TO DRAWING HOLDER

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REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

N-S PROJECT NO.: NS.17508.000	
FILENAME: 17508_Standards.dwg	
SCALE: NTS	
SURVEYED BY: NEEL-SCHAFFER	
DSGN: DAL	DATE: 12/2022
DRWN: DAL	DATE: 12/2022
CHKD:	DATE:
QA/QC:	DATE:

KAMPER PARK TENNIS COURT OVERLAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

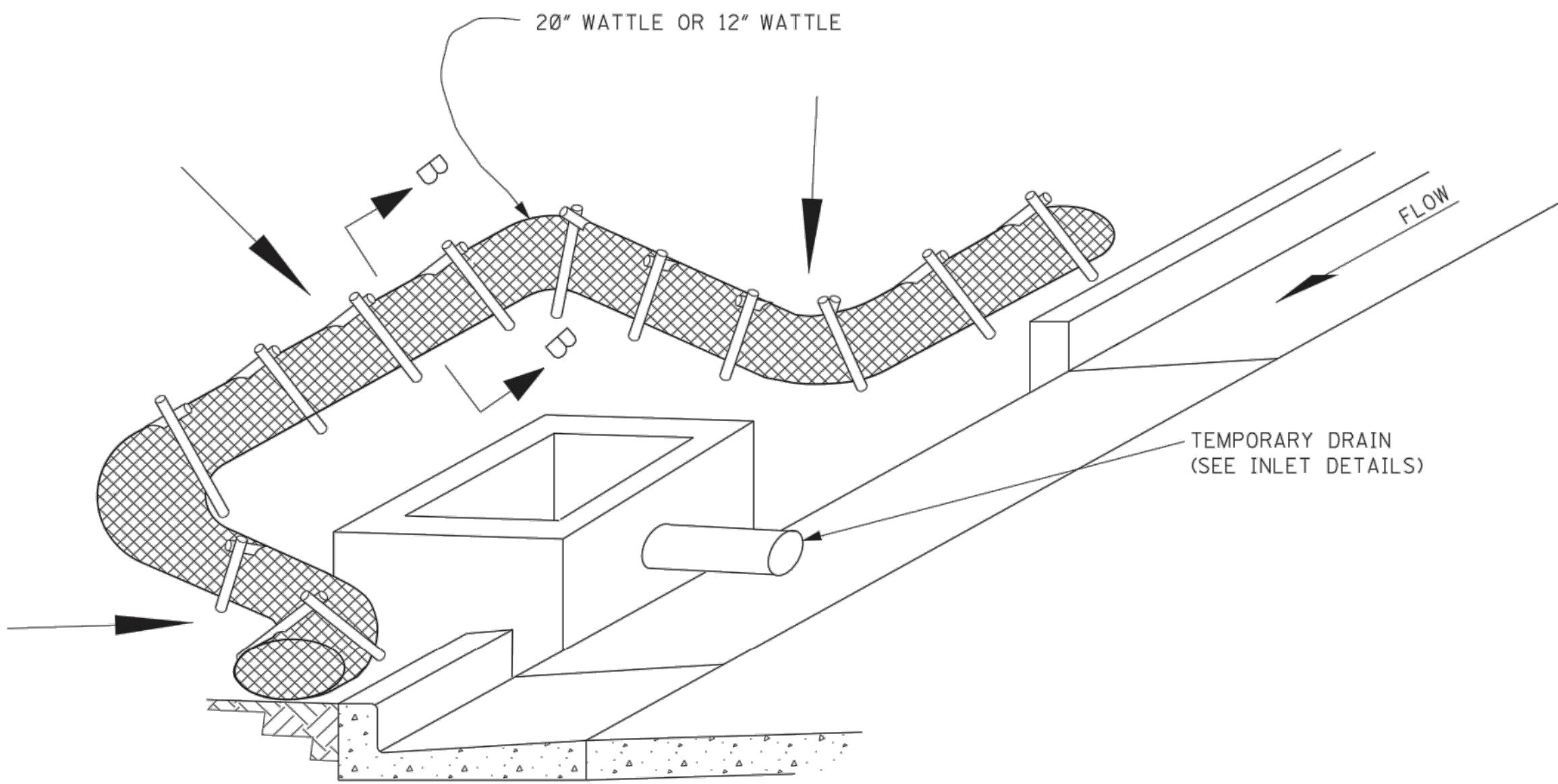


DETAILS OF SILT FENCE
INSTALLATION

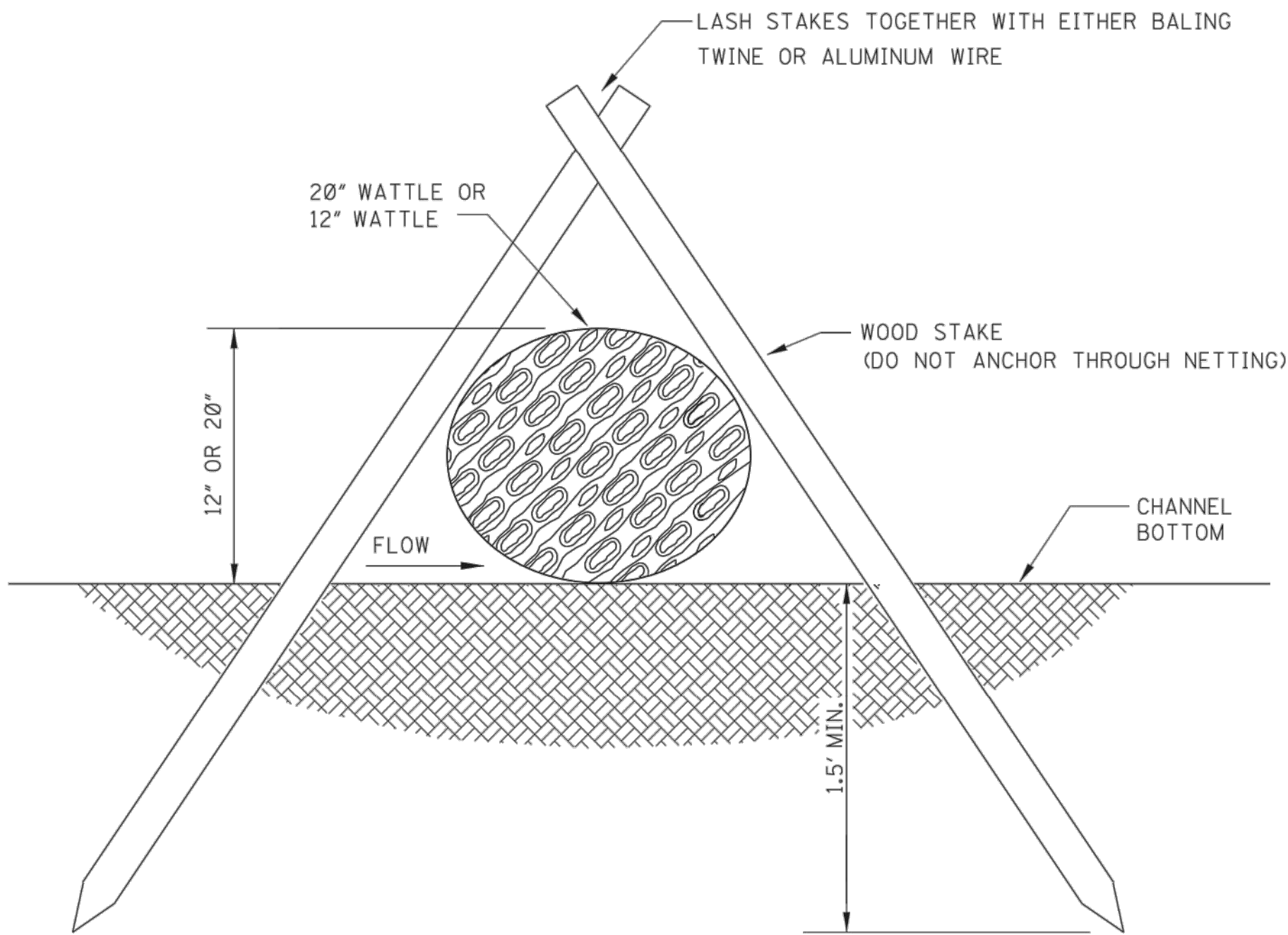
WORKING NUMBER:
ECD-3

DRAWING NUMBER:
6.1

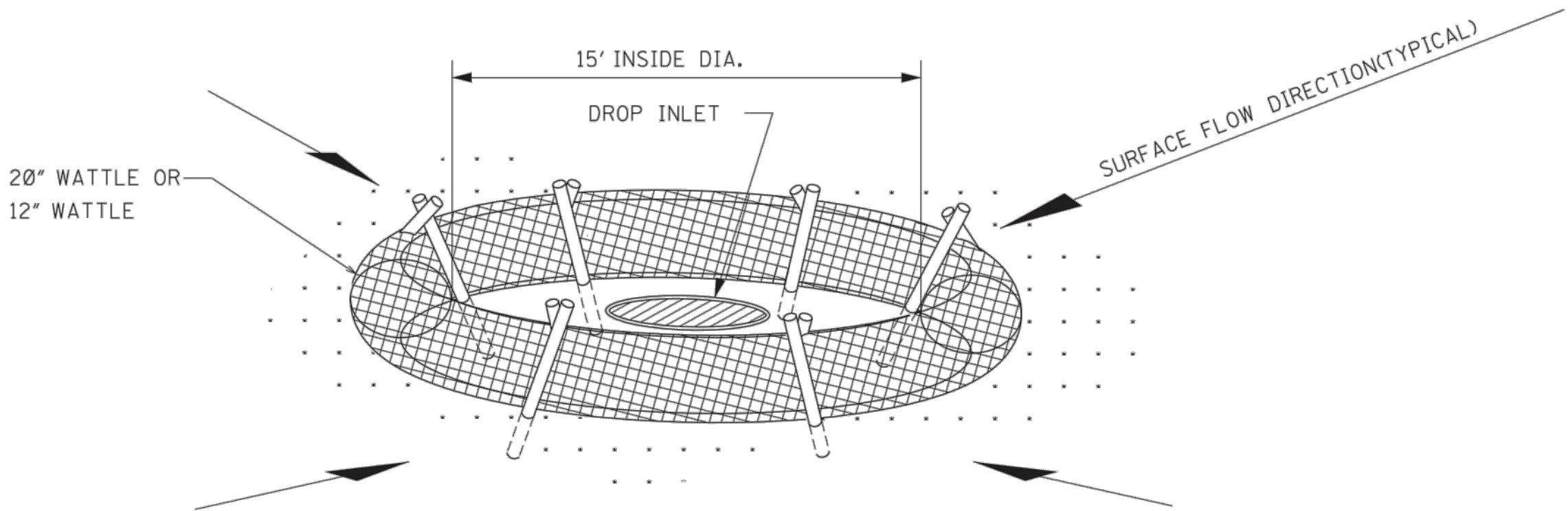
NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



SECTION B-B



DROP INLET PROTECTION

NOTES:

- ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
- OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
- TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
- IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

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				DSGN: DAL	DATE: 12/2022
				DRWN: DAL	DATE: 12/2022
				CHKD:	DATE:
				QA/QC:	DATE:

KAMPER PARK TENNIS COURT OVERLAY

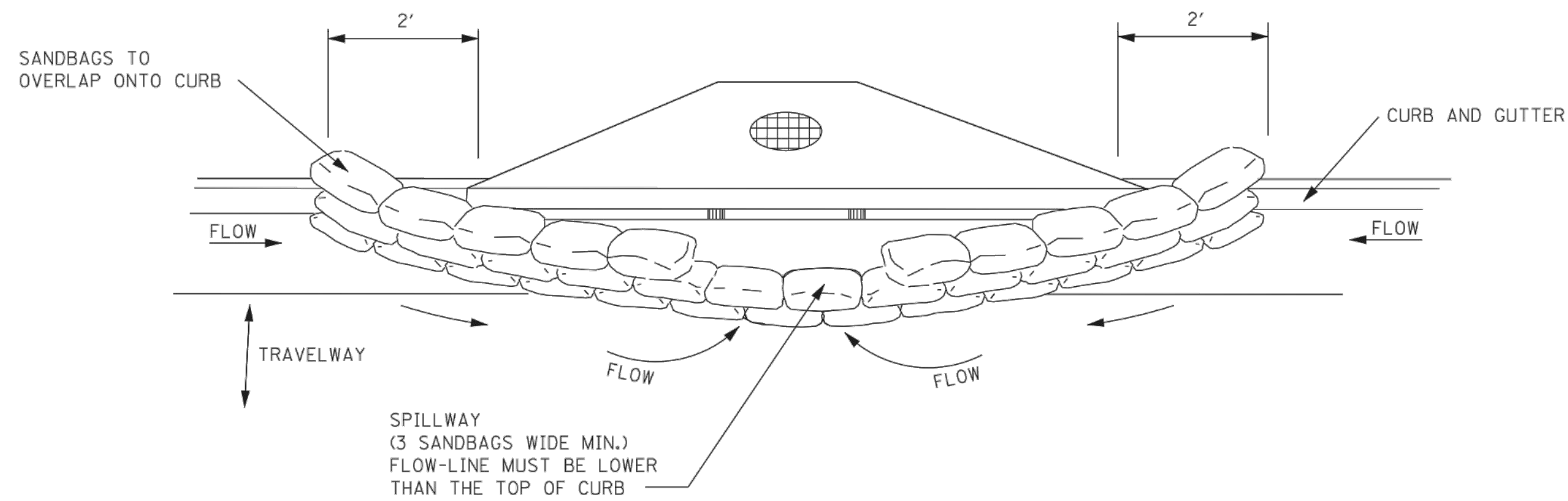
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



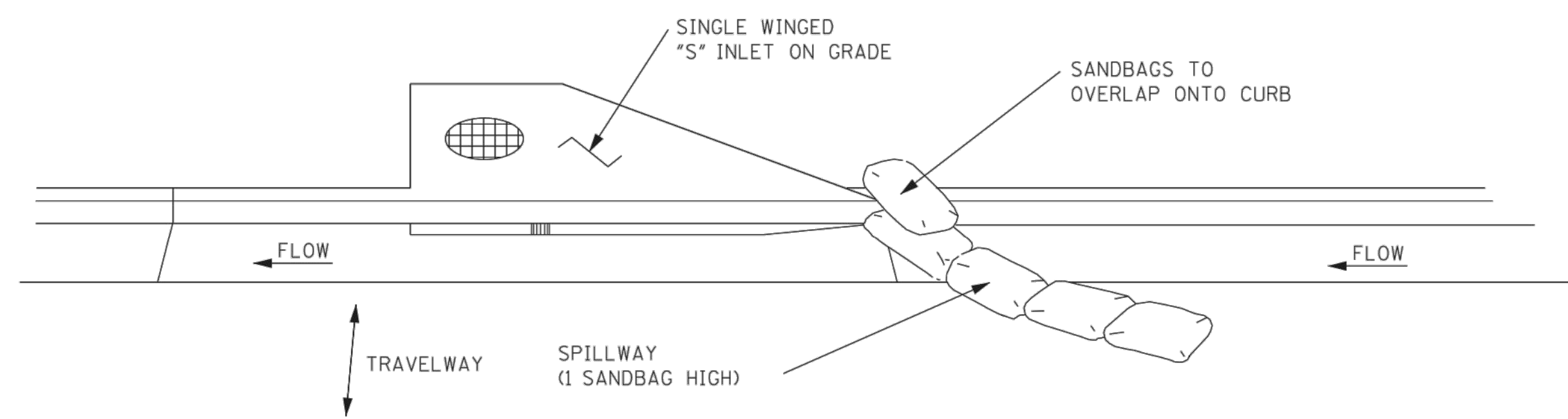
INLET PROTECTION DETAILS
OF WATTLES

WORKING NUMBER:
ECD-13

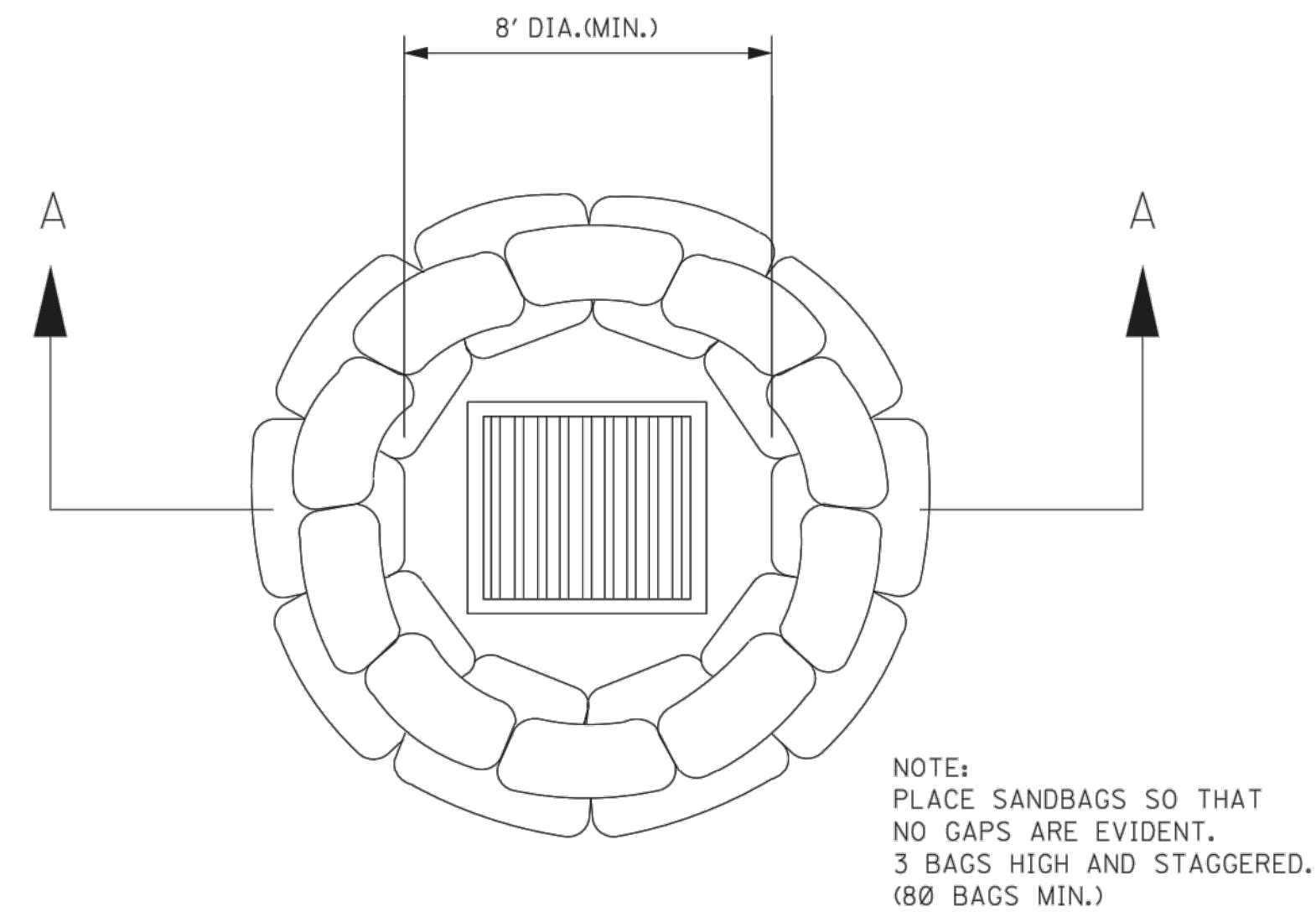
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6.2



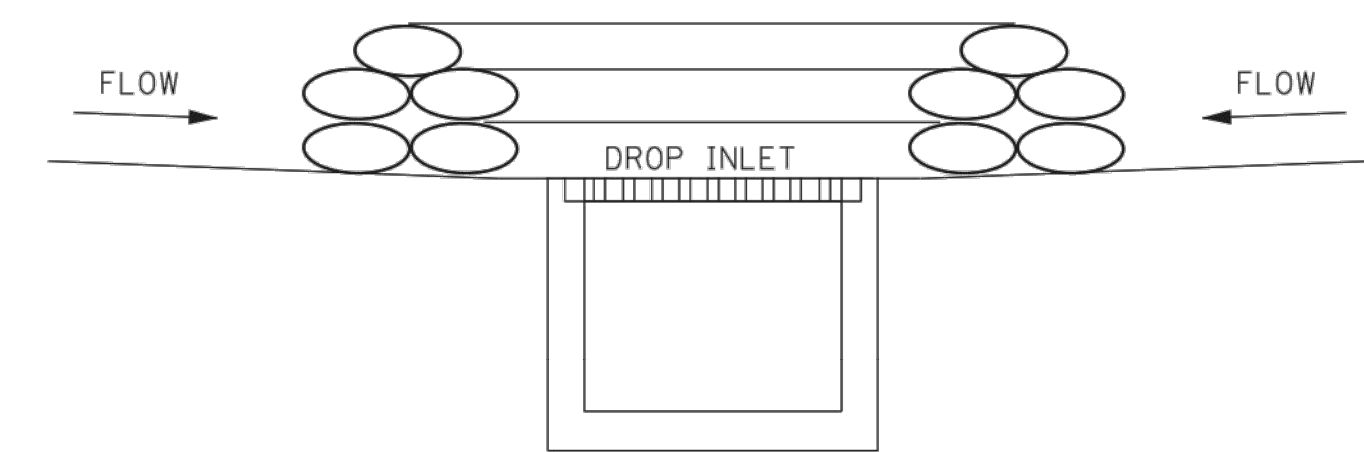
TYPICAL (SANDBAG) PROTECTION FOR INLET IN SAG



TYPICAL (SANDBAG) PROTECTION FOR INLET ON GRADE



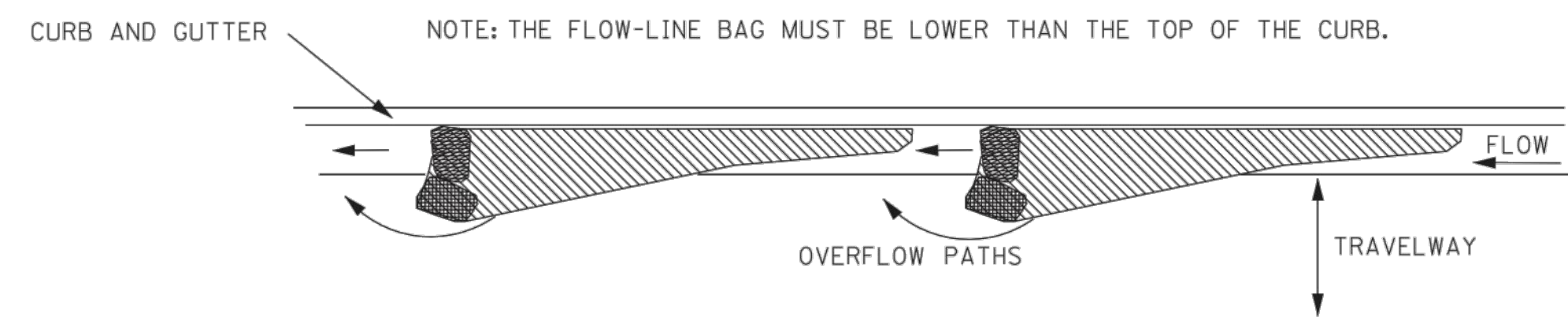
DROP INLET
PLAN VIEW



SECTION A-A
SANDBAG BARRIER

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTROL SEDIMENT.



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

NOTICE TO DRAWING HOLDER

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				DSGN: DAL	DATE: 12/2022
				DRWN: DAL	DATE: 12/2022
				CHKD:	DATE:
				QA/QC:	DATE:

KAMPER PARK TENNIS COURT OVERLAY

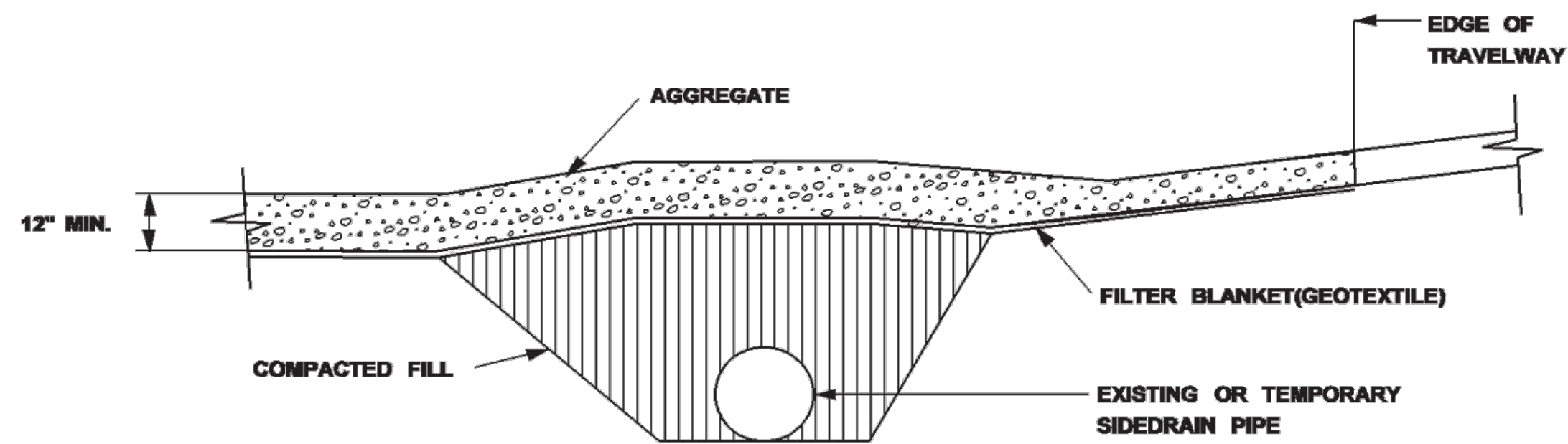
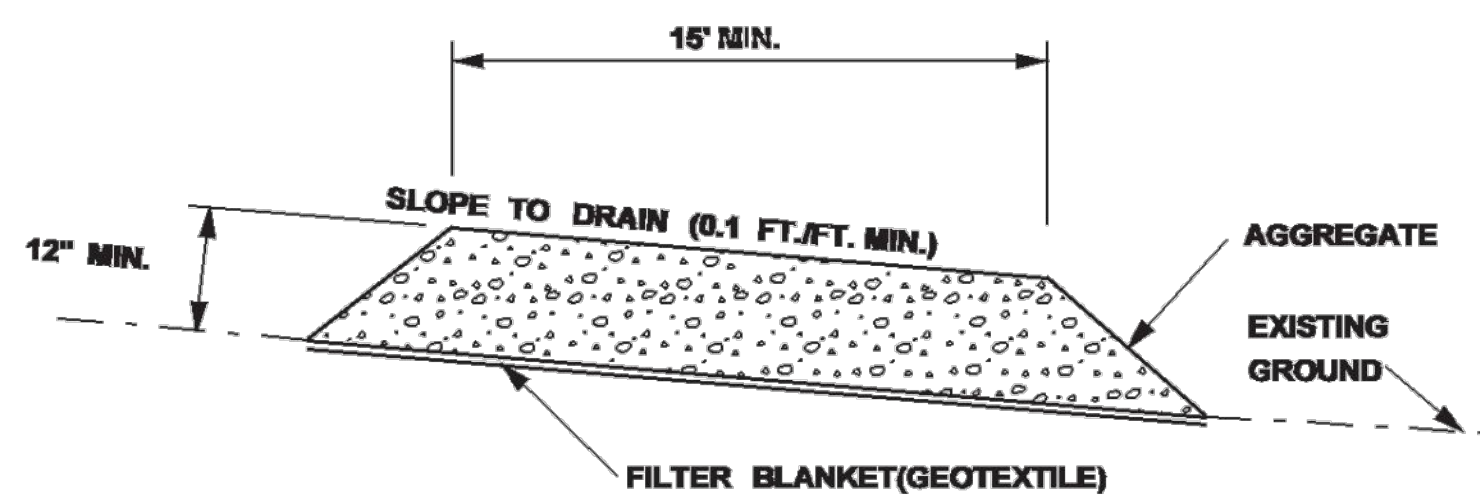
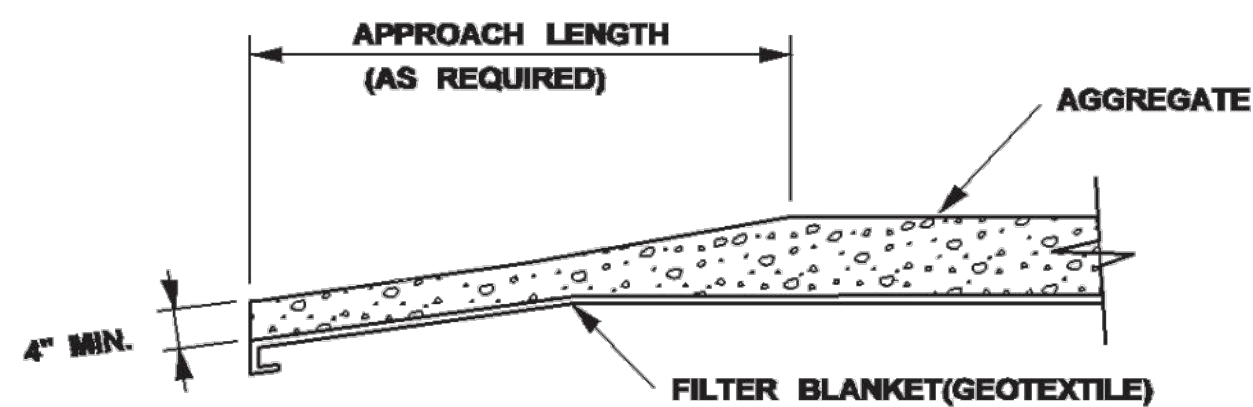
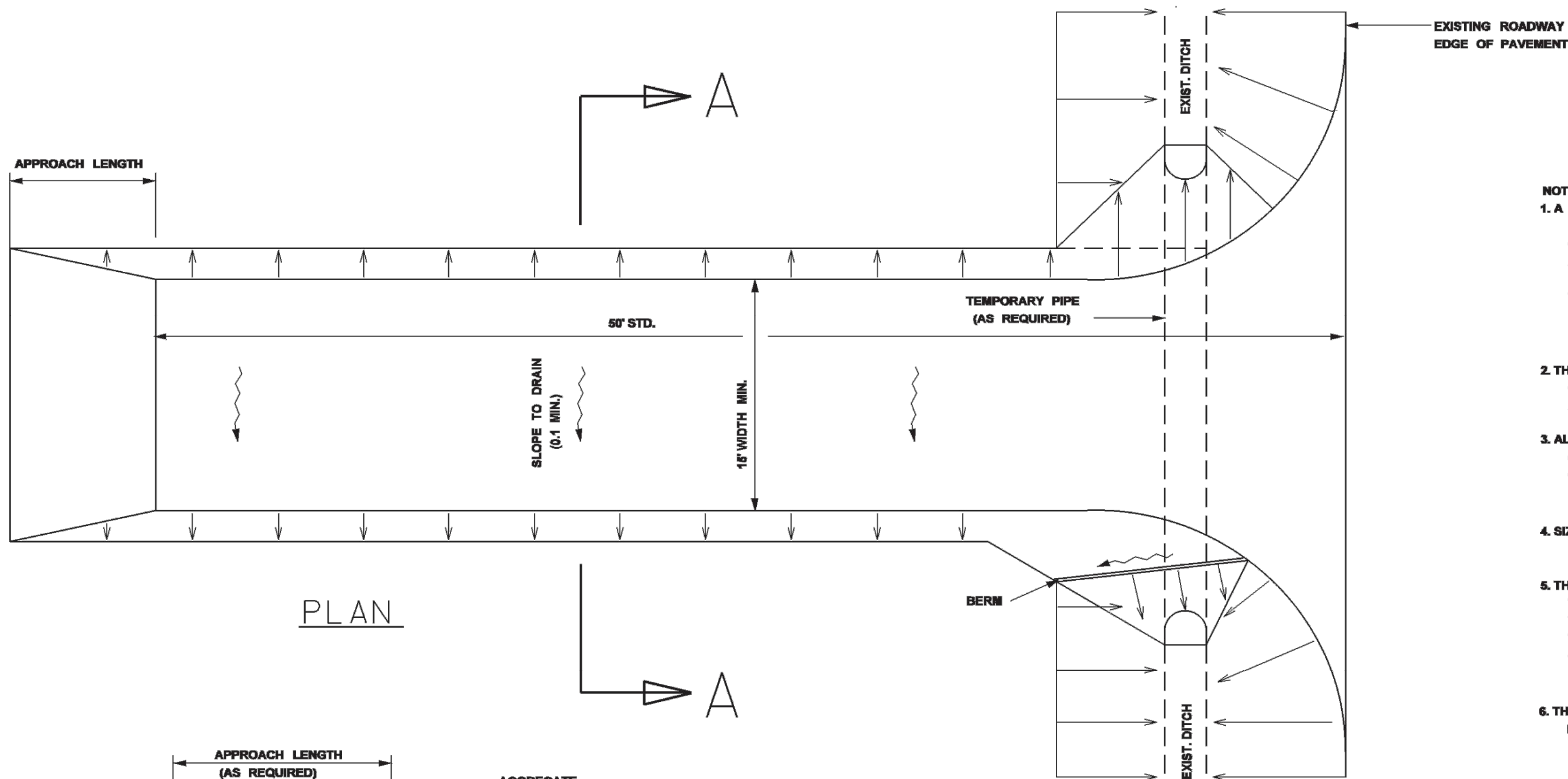
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



INLET PROTECTION DETAILS
OF SANDBAGS

WORKING NUMBER:
ECD-15

DRAWING NUMBER:
6.3



NOTES:

1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT THE POINT OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS. OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE PROJECT SHALL BE DIRECTED THRU THE STABILIZED ENTRANCE. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS NECESSARY TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED ENTRANCE.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STABILIZED CONSTRUCTION ENTRANCE AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. SIZE 1 STABILIZER AGGREGATE SHALL BE USED.
5. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN SUCH A MANNER THAT WILL ALLOW IT TO PERFORM ITS FUNCTION TO PREVENT OFFSITE TRACKING OF SEDIMENT. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE RINSED WHEN NECESSARY TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL MAINTENANCE OF THE VEHICULAR ROUTE LEADING TO THE STABILIZED ENTRANCE SHALL BE REQUIRED TO LIMIT THE MUD TRACKED.
6. THE NOMINAL SIZE OF A STANDARD STABILIZED CONSTRUCTION ENTRANCE SHALL BE 15' X 50' UNLESS OTHERWISE SHOWN IN THE EROSION CONTROL PLAN.

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NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	NS.17508.000
				FILENAME:	17508_Standards.dwg
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				SURVEYED BY:	NEEL-SCHAFFER
				DSGN:	DAL DATE: 12/2022
				DRWN:	DAL DATE: 12/2022
				CHKD:	DATE:
				QA/QC:	DATE:

KAMPER PARK TENNIS COURT OVERLAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



STABILIZED CONSTRUCTION
ENTRANCE

WORKING NUMBER:
ECD-16

DRAWING NUMBER:
6.4



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sid Gonsoulin
cc:
Date: Tuesday, March 7, 2023
Re: Approve Plans and Specifications for the Tatum Park Fields 16 & 18 Lighting Improvements Project and authorize advertisement for bids.
File Number: 2023-155
Minute Book #

Summary

Approve Plans and Specifications for the Tatum Park Fields 16 & 18 Lighting Improvements project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 7, 2023 City Council meeting for consideration.

TATUM PARK

FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

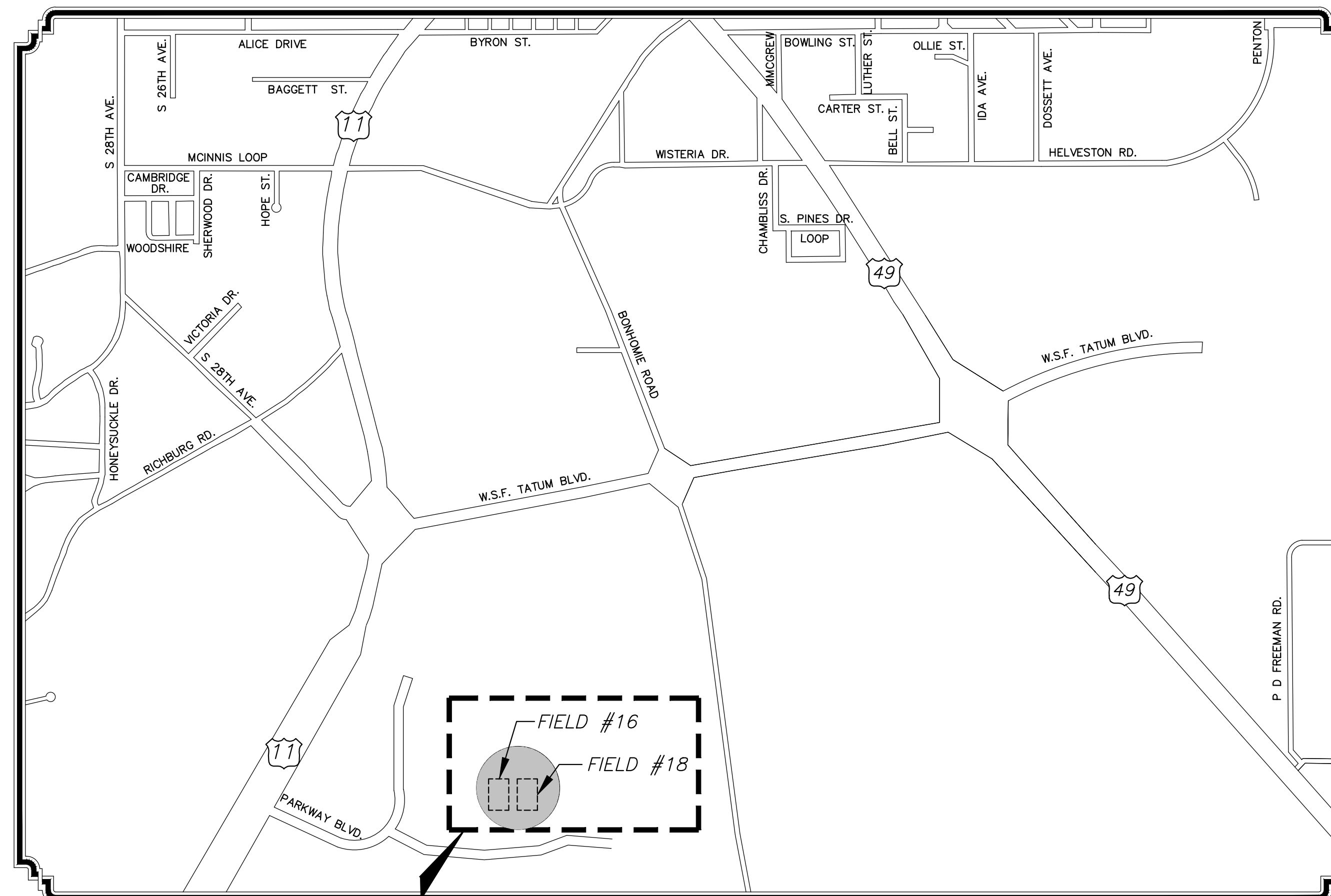
ANN JONES

COUNCIL MEMBERS

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

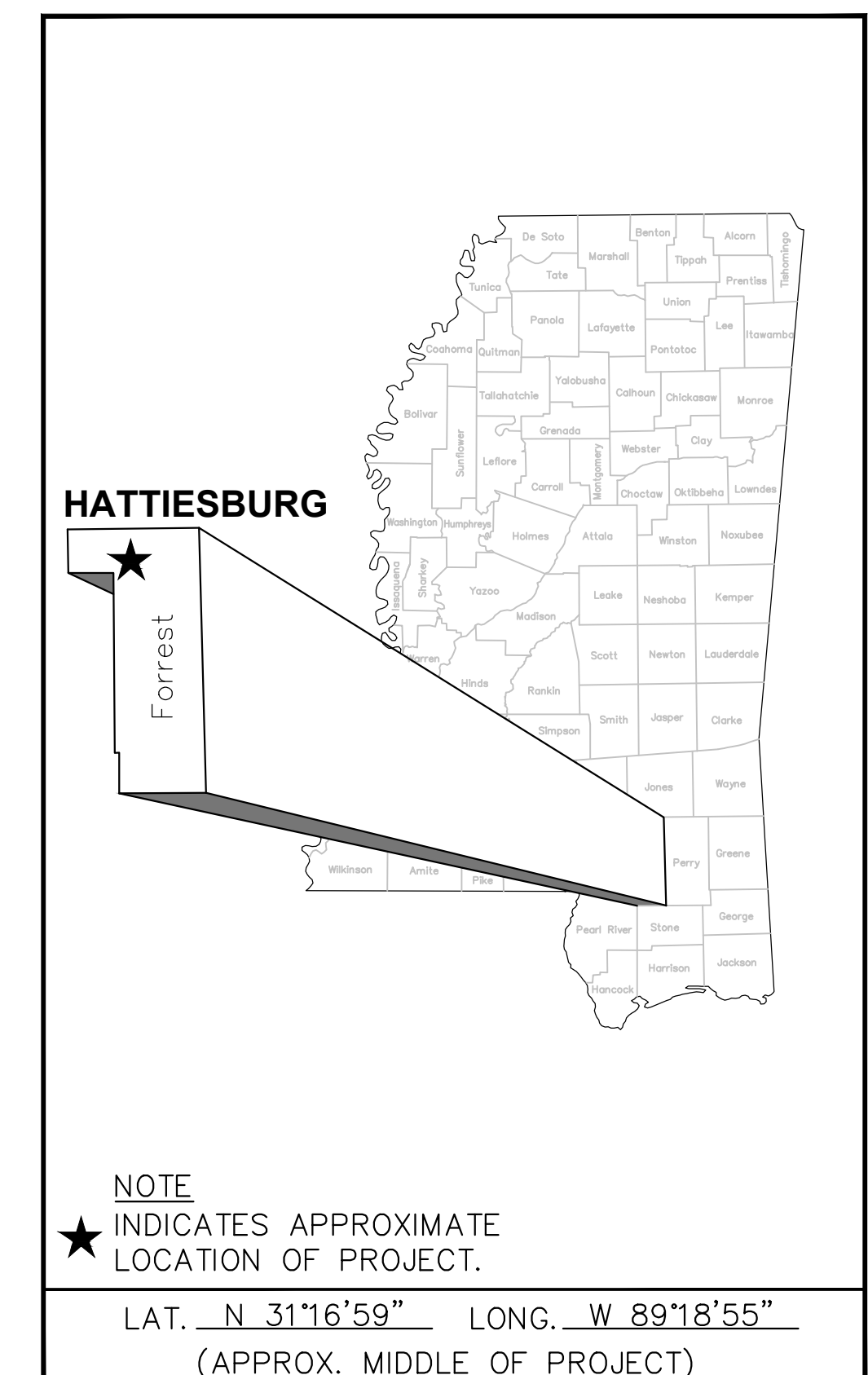
UTILITIES

TELEPAK DBA C SPIRE (FIBER)
 UNITI (FIBER)
 MISSISSIPPI POWER COMPANY (POWER)
 SPIRE MS INC (GAS)
 COMCAST CABLE (TV, TELEPHONE & FIBER)
 AT & T (TELEPHONE)
 CITY OF HATTIESBURG (WATER & SEWER)



PROJECT AREA

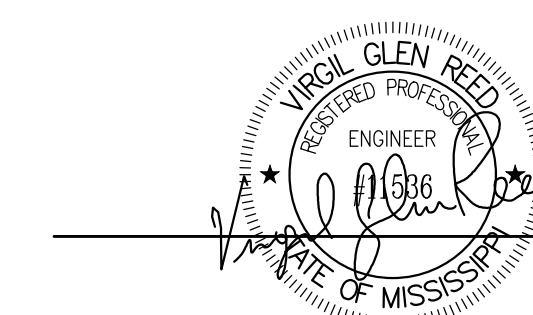
VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFER
Solutions you can build upon

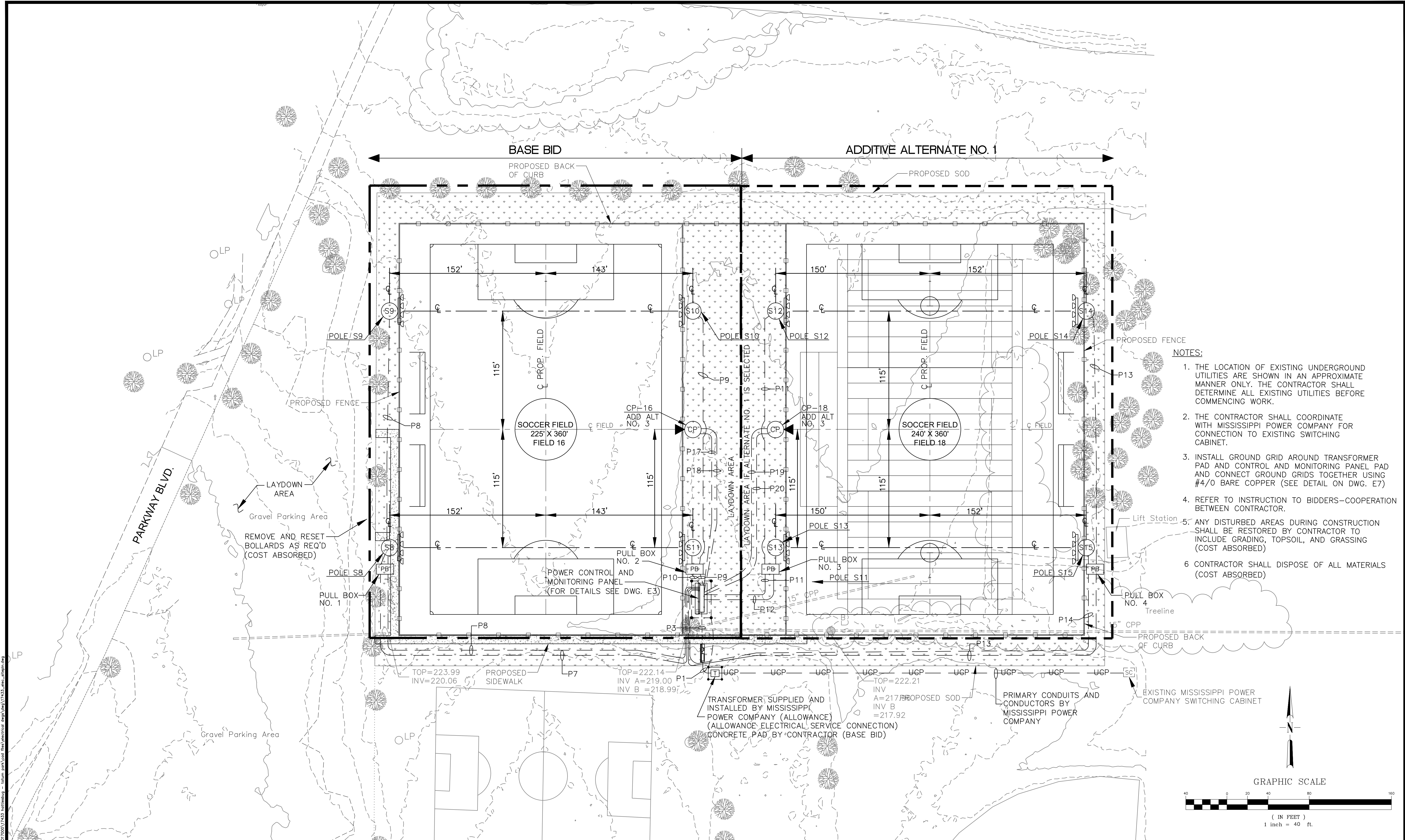
NS ACCOUNT NO. NS.17433.000

FEBRUARY 2023



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

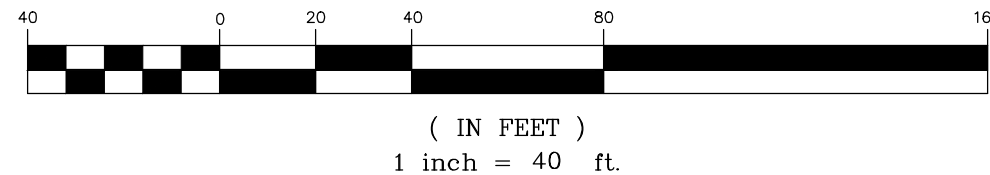
02-23-23
DATE



NOTES:

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. THE CONTRACTOR SHALL COORDINATE WITH MISSISSIPPI POWER COMPANY FOR CONNECTION TO EXISTING SWITCHING CABINET.
3. INSTALL GROUND GRID AROUND TRANSFORMER PAD AND CONTROL AND MONITORING PANEL PAD AND CONNECT GROUND GRIDS TOGETHER USING #4/0 BARE COPPER (SEE DETAIL ON DWG. E7)
4. REFER TO INSTRUCTION TO BIDDERS-COOPERATION BETWEEN CONTRACTOR.
5. ANY DISTURBED AREAS DURING CONSTRUCTION SHALL BE RESTORED BY CONTRACTOR TO INCLUDE GRADING, TOPSOIL, AND GRASSING (COST ABSORBED)
6. CONTRACTOR SHALL DISPOSE OF ALL MATERIALS (COST ABSORBED)

GRAPHIC SCALE



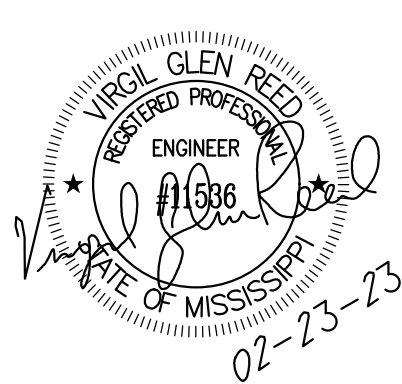
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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17433	
				FILENAME: 17433_Elec_Siteplan.dwg	
				SCALE: N.T.S.	
				SURVEYED BY:	
				DSGN: VGR	DATE: 02/2023
				DRWN: JEM	DATE: 02/2023
				CHKD: GPC	DATE: 02/2023
				QA/QC:	DATE:

TATUM PARK
FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ELECTRICAL SITE PLAN

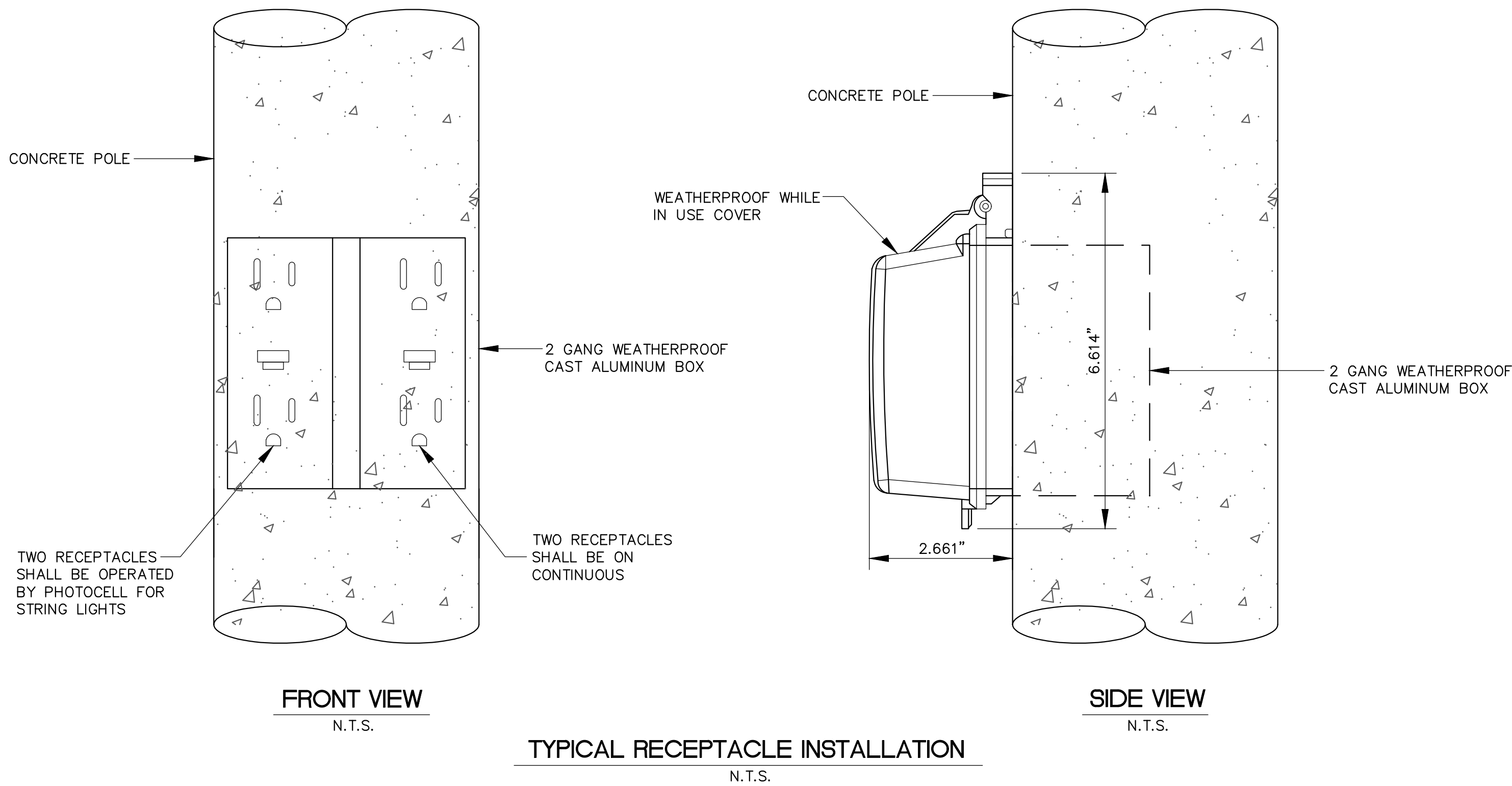
WORKING NUMBER:
ESP-1

DRAWING NUMBER:
E1

PANEL HV SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#6	30A/3P	POLE S8	4.20	8.40			4.20	POLE S9	30A/3P	#2	2
3	#6	—		4.20		8.40		4.20	—	—	#2	4
5	#6	—		4.20			8.40	4.20	—	—	#2	6
7	#6	30A/3P	POLE S10	5.10	10.20			5.10	POLE S11	30A/3P	#8	8
9	#6	—		5.10		10.20		5.10	—	—	#8	10
11	#6	—		5.10			10.20	5.10	—	—	#8	12
13	#6	30A/3P	POLE S12	5.10	10.20			5.10	POLE S13	30A/3P	#6	14
15	#6	—		5.10		10.20		5.10	—	—	#6	16
17	#6	—		5.10			10.20	5.10	—	—	#6	18
19	#2	30A/3P	POLE S14	4.20	8.40			4.20	POLE S15	30A/3P	#8	20
21	#2	—		4.20		8.40		4.20	—	—	#8	22
23	#2	—		4.20			8.40	4.20	—	—	#8	24
25	#10	20A/3P	TRANSFORMER	3.00	3.00			—	SPD	60A/3P	#6	26
27	#10	—		3.00		3.00		—	—	—	#6	28
29	#10	—		3.00			3.00	—	—	—	#6	30
31	#10	20A/1P	S9,S10,S11,S12 SECURITY	0.50	1.00			0.50	S12,S13,S14,S15 SECURITY	20A/1P	#10	32
33	#10	20A/1P	S9,S10,S11,S12 RGB	1.80		3.60		1.80	S12,S13,S14,S15 RGB	20A/1P	#10	34
35												36
37												38
39												40
41												42
POWER PANEL HV LOCATED ON STRUCTURE			TOTAL KVA	38.20	43.60	40.20	SERVICE CHARACTERISTICS: 277/480 V — 3 PHASE — 4 WIRE — 60 Hz. 200 AMP. MAIN BREAKER WITH 200 AMP. BUS PROVIDE PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	122.00								

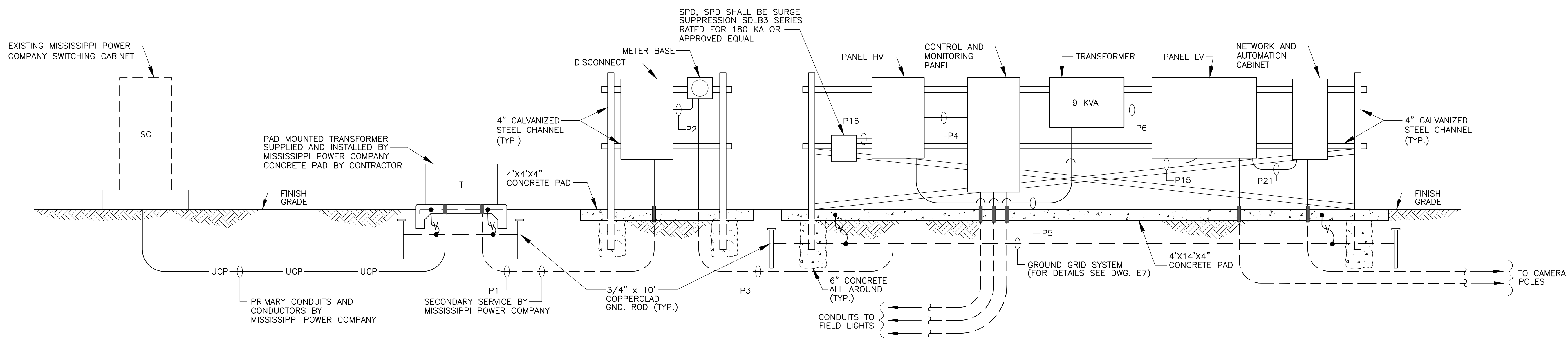
PANEL LV SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#12	20A/1P	LIGHTING CONTROL	0.50	0.80			0.30	RECEPT POLE S8	20A/1P	#8	2
3	#8	20A/1P	RECEPT POLE S9	0.30		0.60		0.30	RECEPT POLE S10	20A/1P	#8	4
5	#8	20A/1P	RECEPT POLE S11	0.30			0.60	0.30	RECEPT POLE S12	20A/1P	#8	6
7	#8	20A/1P	RECEPT POLE S13	0.30	0.60			0.30	RECEPT POLE S14	20A/1P	#8	8
9	#8	20A/1P	RECEPT POLE S15	0.30		0.50		0.20	CAMERA POLE CP-18	20A/1P		10
11	#10	20A/1P	CAMERA POLE CP-16	0.20			0.20					12
13												14
15												16
17												18
19												20
21												22
23												24
25												26
27												28
29												30
POWER PANEL LV LOCATED ON STRUCTURE			TOTAL KVA	1.40	1.10	0.80	SERVICE CHARACTERISTICS: 120/208 V – 3 PHASE – 4 WIRE – 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	3.30								

CONDUIT AND WIRING SCHEDULE				
CONDUIT	FROM	TO	CONDUIT AND WIRE	USE
P1	TRANSFORMER	DISCONNECT	BY MISSISSIPPI POWER COMPANY	POWER
P2	DISCONNECT	METER BASE	2"C W/4#3/0 KCML, 1#2 GRD	POWER
P3	METER BASE	PANEL HV	2"C W/4#3/0 KCML, 1#2 GRD	POWER
P4	PANEL HV	CONTROL AND MONITORING PANEL	4"C W/24#6, 16#8, 1#8 GRD	POWER
P5	PANEL HV	TRANSFORMER	1"C W/3#10, 1#10 GRD	POWER
P6	TRANSFORMER	PANEL LV	1-1/2"C W/4#2, 1#6 GRD	POWER
P7	CONTROL AND MONITORING PANEL	POLE S8	1-1/2"C W/3#6, 2#8, 4#10, 1#8 GRD	POWER
P8	CONTROL AND MONITORING PANEL	POLE S9	1-1/2"C W/3#2, 2#8, 4#10, 1#8 GRD	POWER
P9	CONTROL AND MONITORING PANEL	POLE S10	1-1/2"C W/3#6, 2#8, 4#10, 1#8 GRD	POWER
P10	CONTROL AND MONITORING PANEL	POLE S11	1-1/2"C W/3#8, 2#8, 4#10, 1#8 GRD	POWER
P11	CONTROL AND MONITORING PANEL	POLE S12	1-1/2"C W/3#6, 2#8, 4#10, 1#8 GRD	POWER
P12	CONTROL AND MONITORING PANEL	POLE S13	1-1/2"C W/3#8, 2#8, 4#10, 1#8 GRD	POWER
P13	CONTROL AND MONITORING PANEL	POLE S14	1-1/2"C W/3#2, 2#8, 4#10, 1#8 GRD	POWER
P14	CONTROL AND MONITORING PANEL	POLE S15	1-1/2"C W/3#6, 2#8, 4#10, 1#8 GRD	POWER
P15	PANEL LV	CONTROL AND MONITORING PANEL	2"C W/2#12, 16#8, 10#10, 1#10 GRD	POWER
P16	PANEL HV	SPD	1"C W/4#6, 1#6 GRD	POWER
P17	PANEL LV	CAMERA POLE CP-16	1"C W/2#10, 1#10 GRD	POWER
P18	NETWORK PANEL	CAMERA POLE CP-16	1"C W/1-CAT 5 CABLE	SIGNAL
P19	PANEL LV	CAMERA POLE CP-18	1"C W/2#10, 1#10 GRD	POWER
P20	NETWORK PANEL	CAMERA POLE CP-18	1"C W/1-CAT 5 CABLE	SIGNAL
P21	PANEL LV	NETWORK PANEL	1"C W/2#12, 1#12 GRD	POWER



2/23/2023 2:41 PM x:\projects\015000\0007000\17433\hattiesburg - tatum park\cad files\electrical\dwg\17433_elec_det-1.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		TATUM PARK FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			ELECTRICAL DETAILS I	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17433				WORKING NUMBER: ED-1	DRAWING NUMBER: E2
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					SCALE: N.T.S.					
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					DSGN: VGR DATE: 02/2023					
					DRWN: JEM DATE: 02/2023					
					CHKD: GPC DATE: 02/2023					
					QA/QC: DATE:					

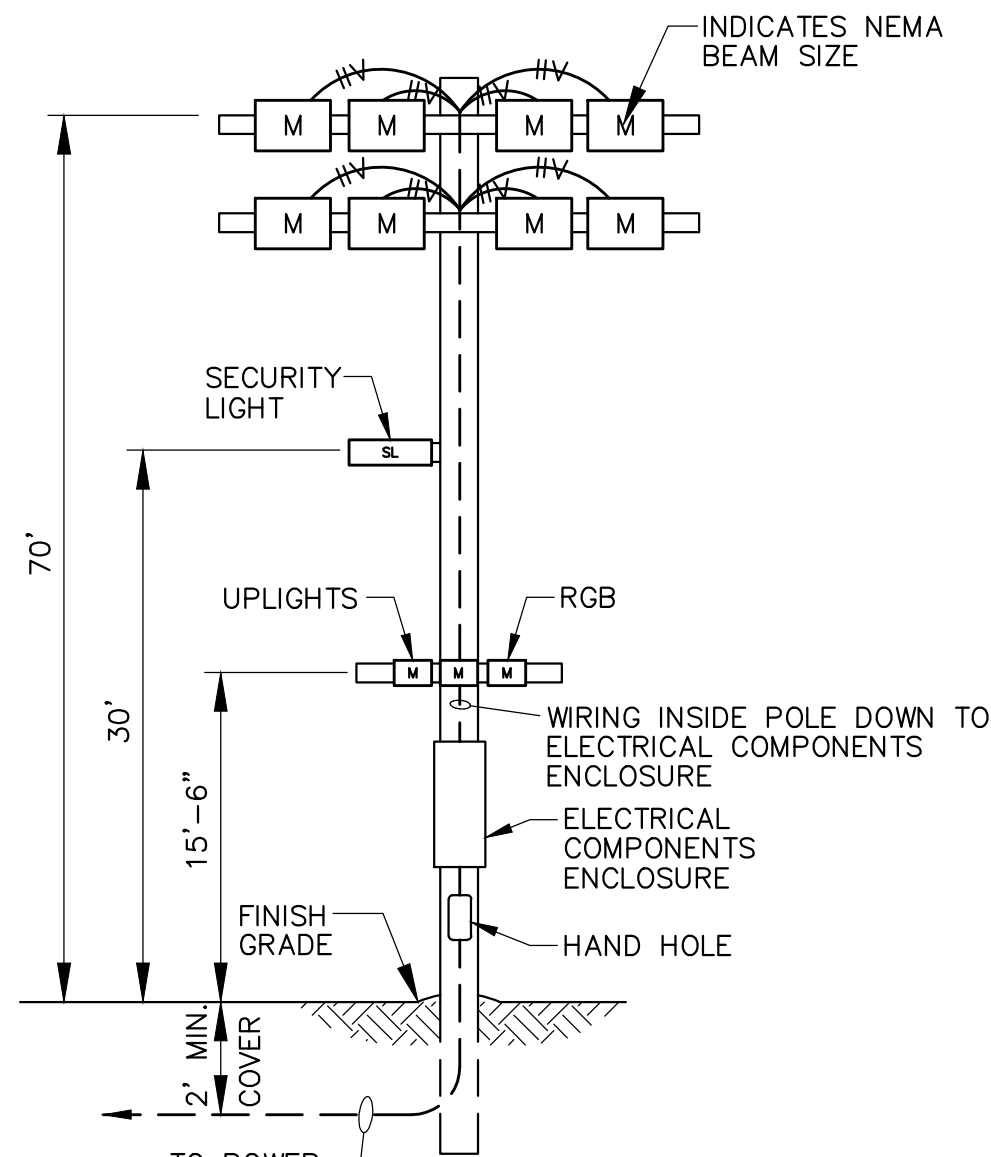


ONE LINE DIAGRAM
N.T.S.

NOTE:
CONTRACTOR SHALL COORDINATE AND PAY COST ASSOCIATED W/ELECTRICAL SERVICE CONNECTION. PAID FOR UNDER PAY ITEM FOR ALLOWANCE - ELECTRICAL SERVICE CONNECTION

2/23/2023 2:42 PM x:\projects\0015000\0017000\17433 hattiesburg - tatum park\cadd files\electrical\dwg\17433_elec_det-2.dwg

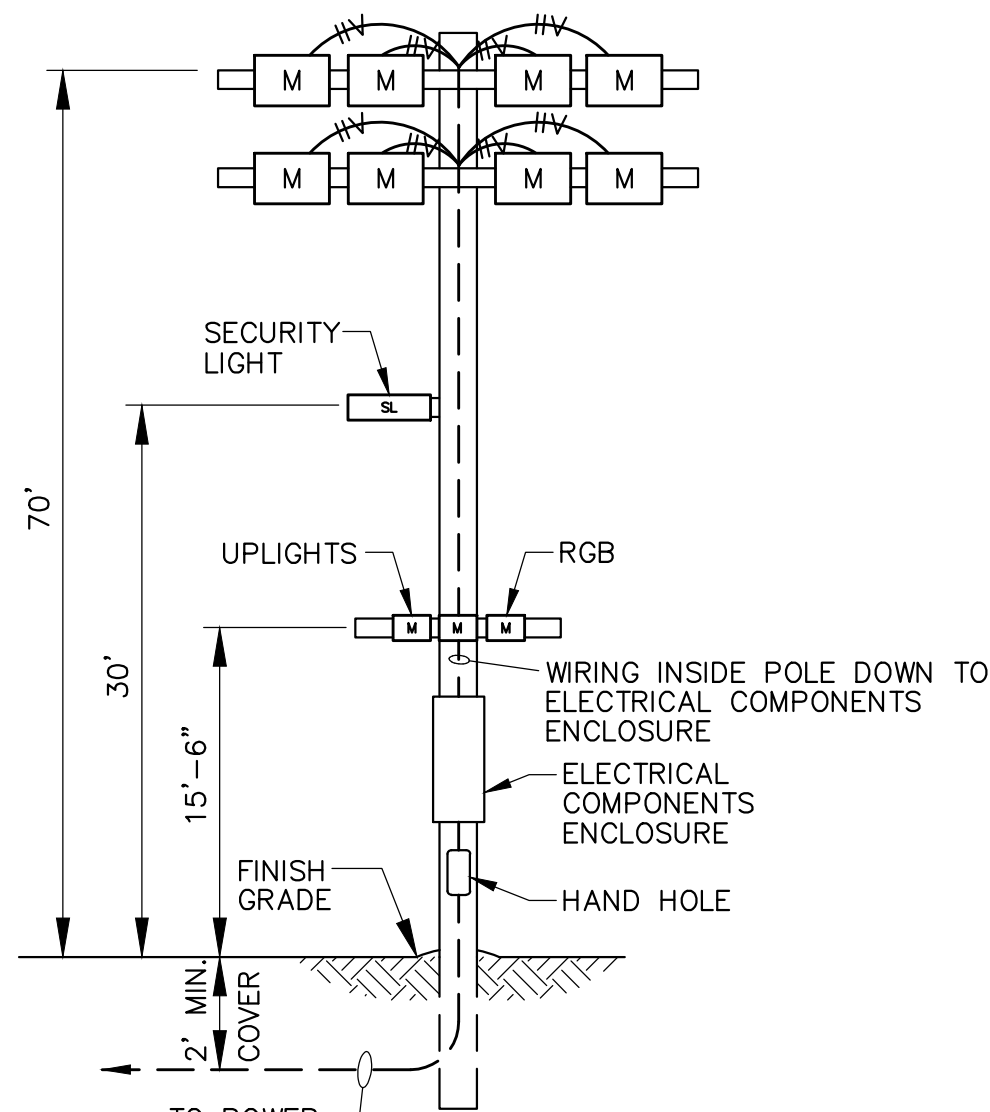
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					DRWN: JEM DATE: 02/2023					
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					QA/QC: DATE:				ED-2	E3



POLE S8

MOUNTING HEIGHT 70'

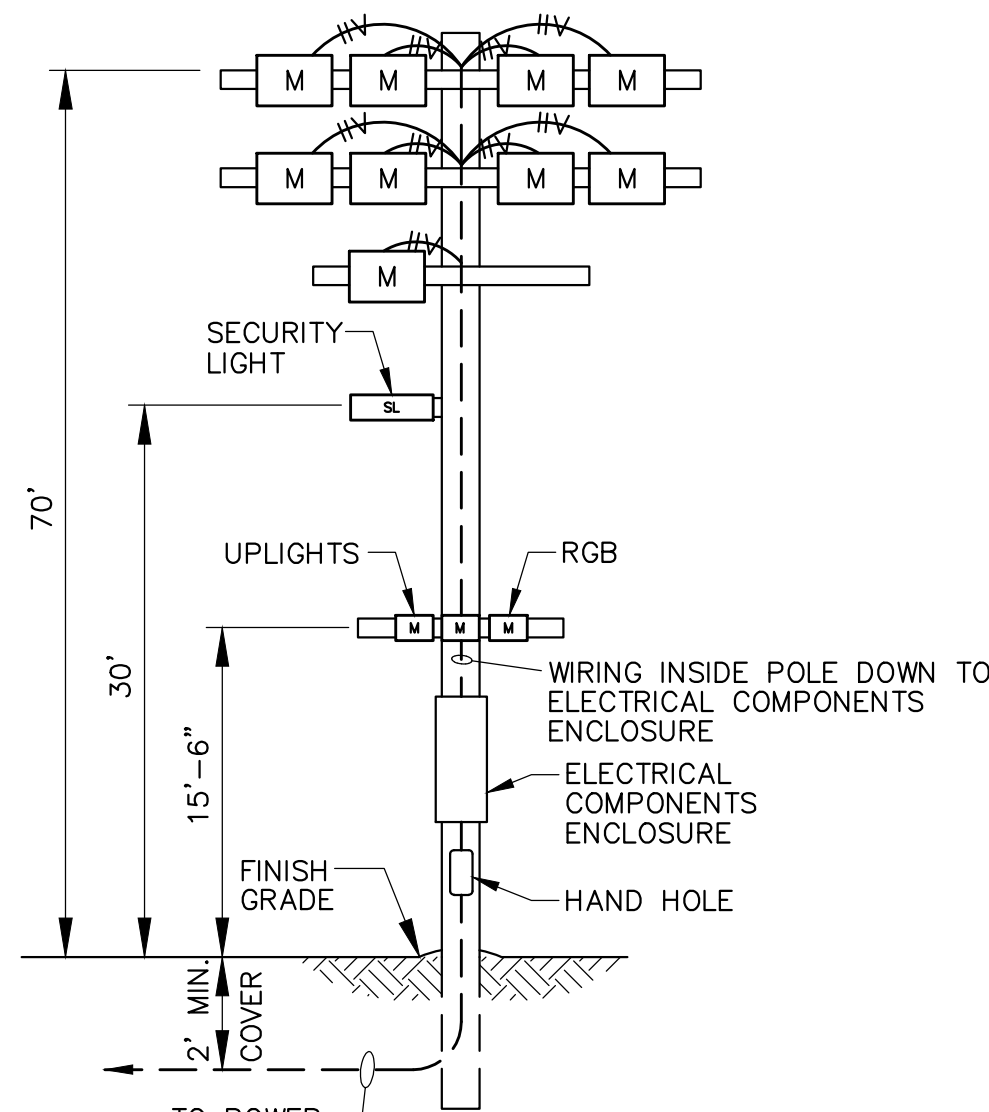
2-575W UPLIGHTS
8-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)



POLE S9

MOUNTING HEIGHT 70'

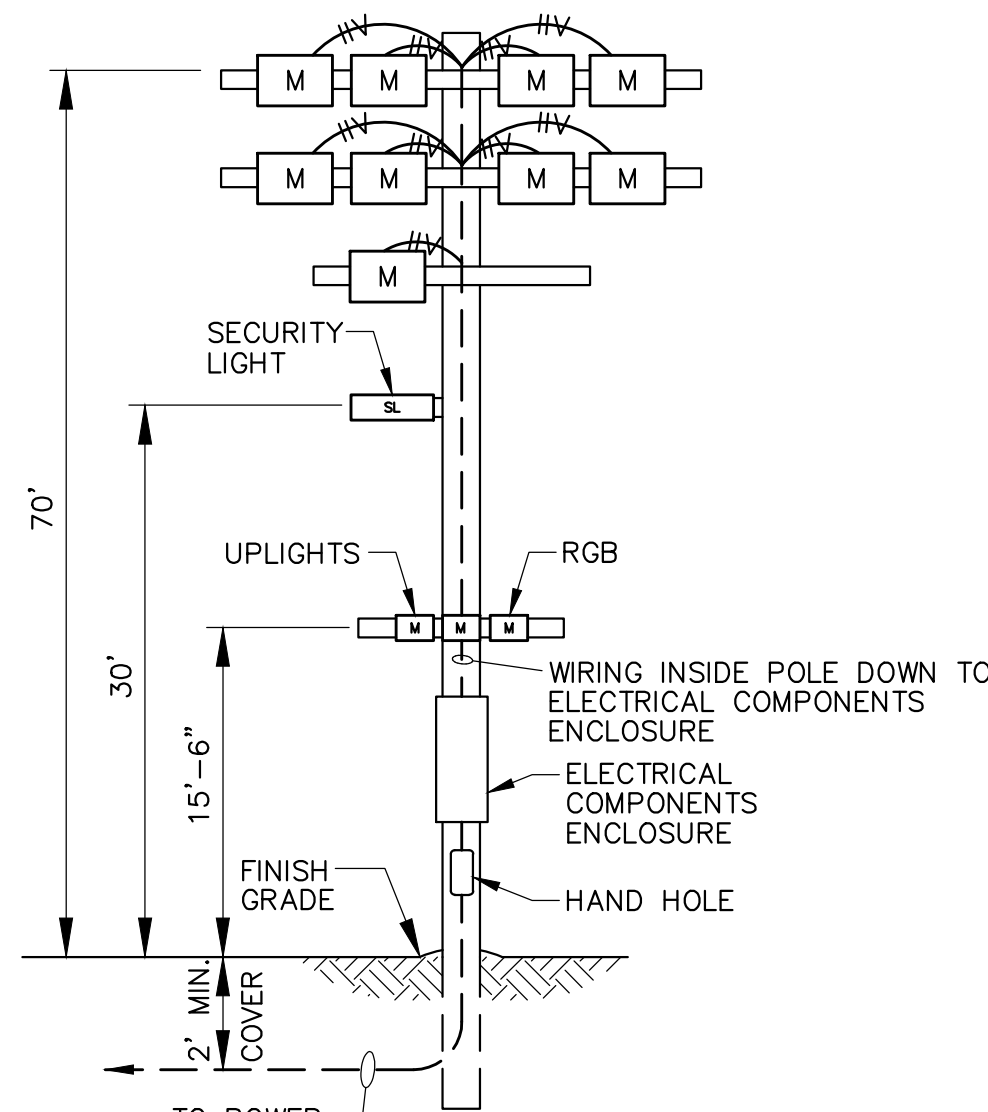
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POLE S12

MOUNTING HEIGHT 70'

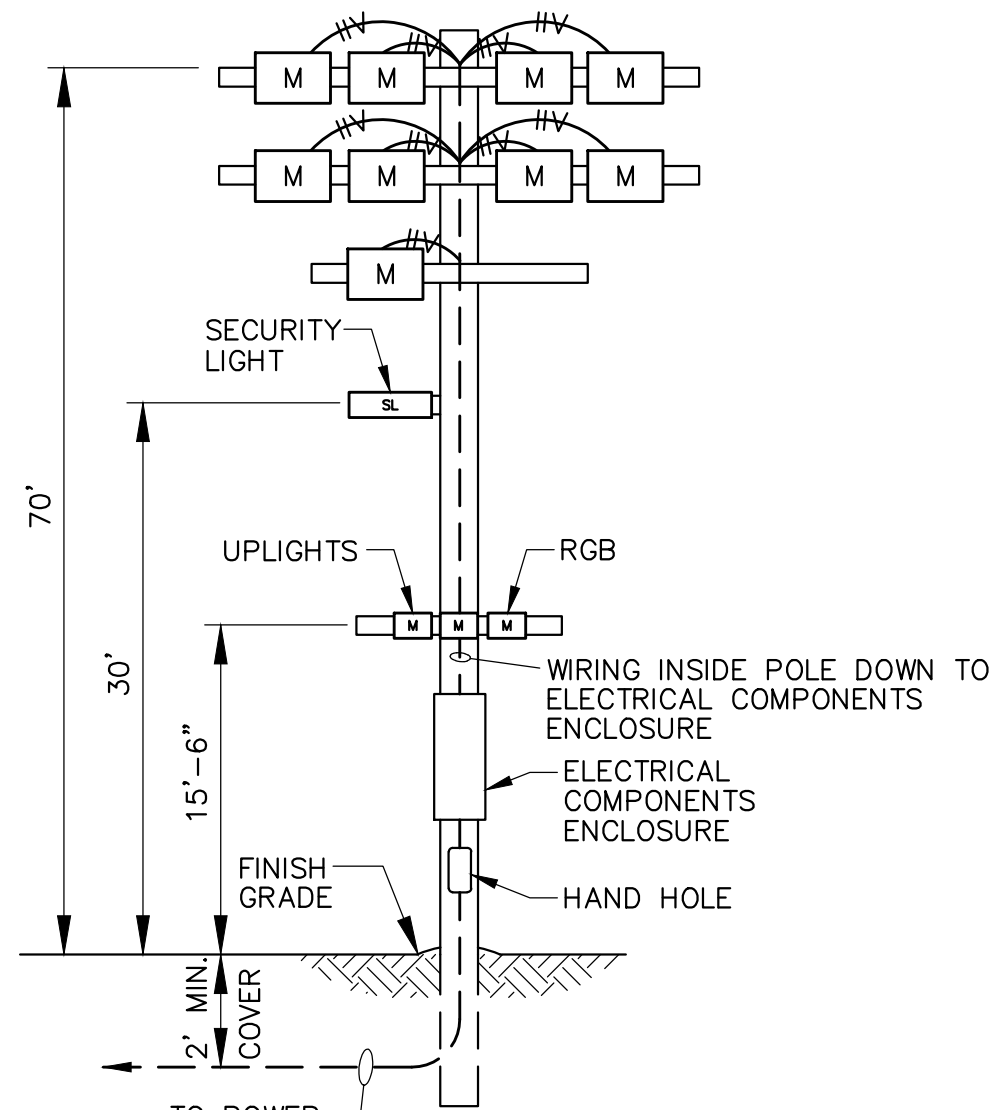
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POLE S13

MOUNTING HEIGHT 70'

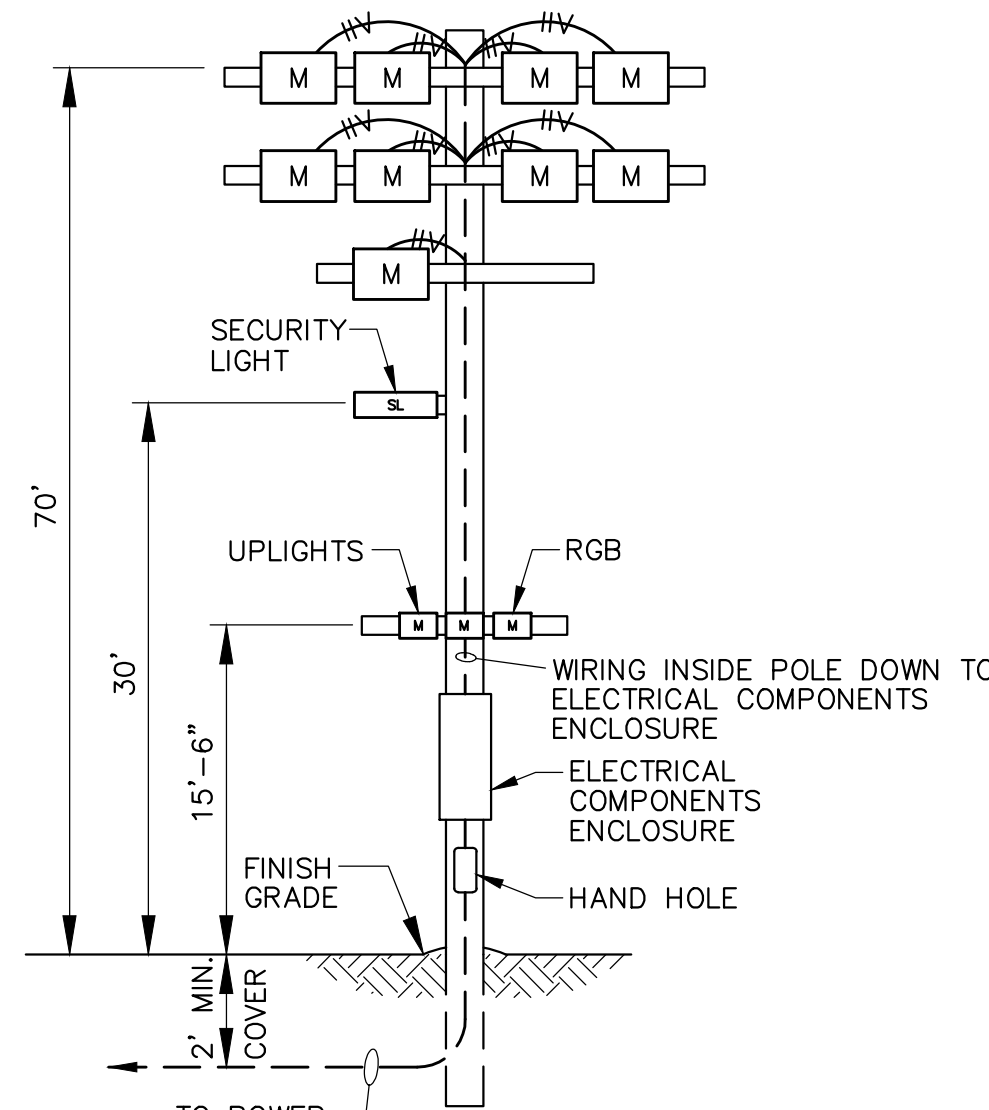
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1-430W RED GREEN BLUE ACCENT (RGB)



POLE S10

MOUNTING HEIGHT 70'

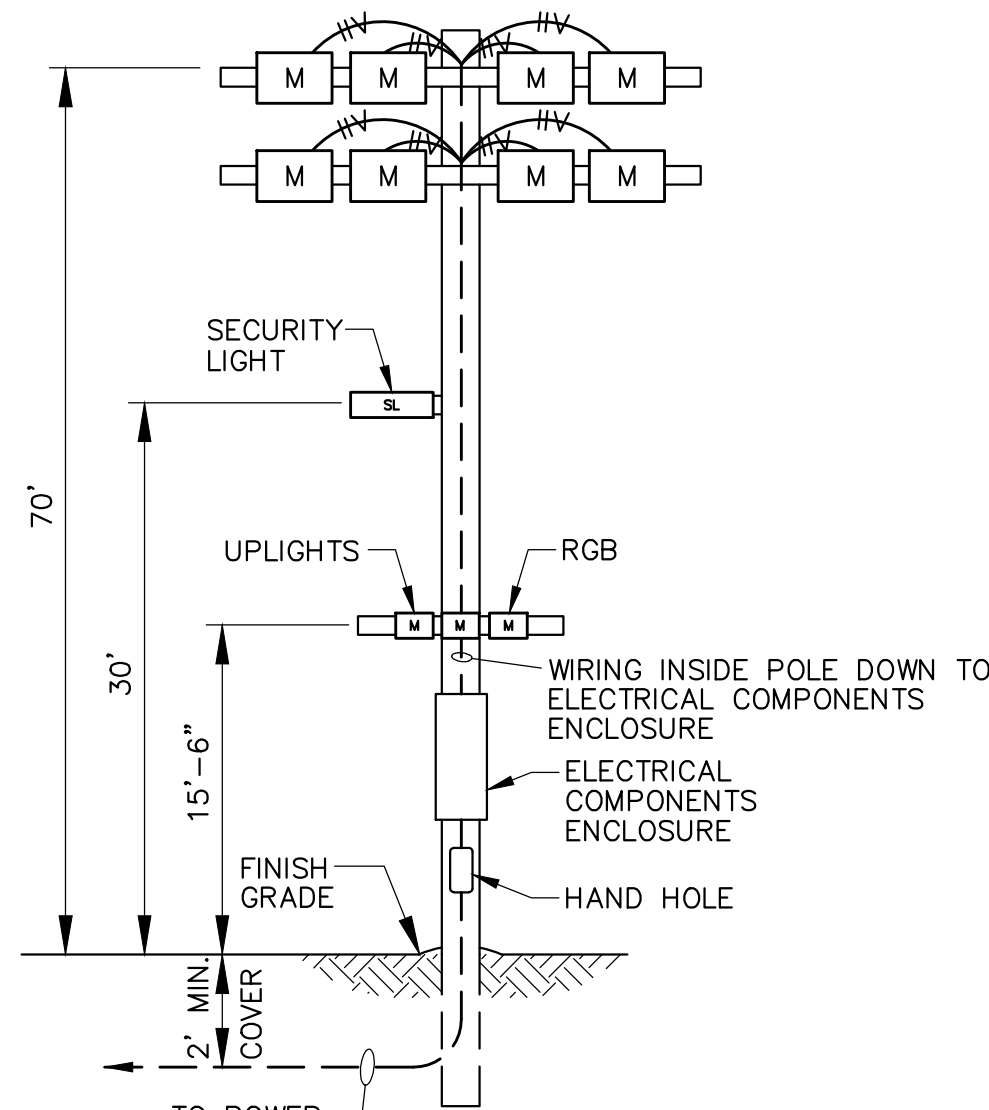
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1-430W RED GREEN BLUE ACCENT (RGB)



POLE S11

MOUNTING HEIGHT 70'

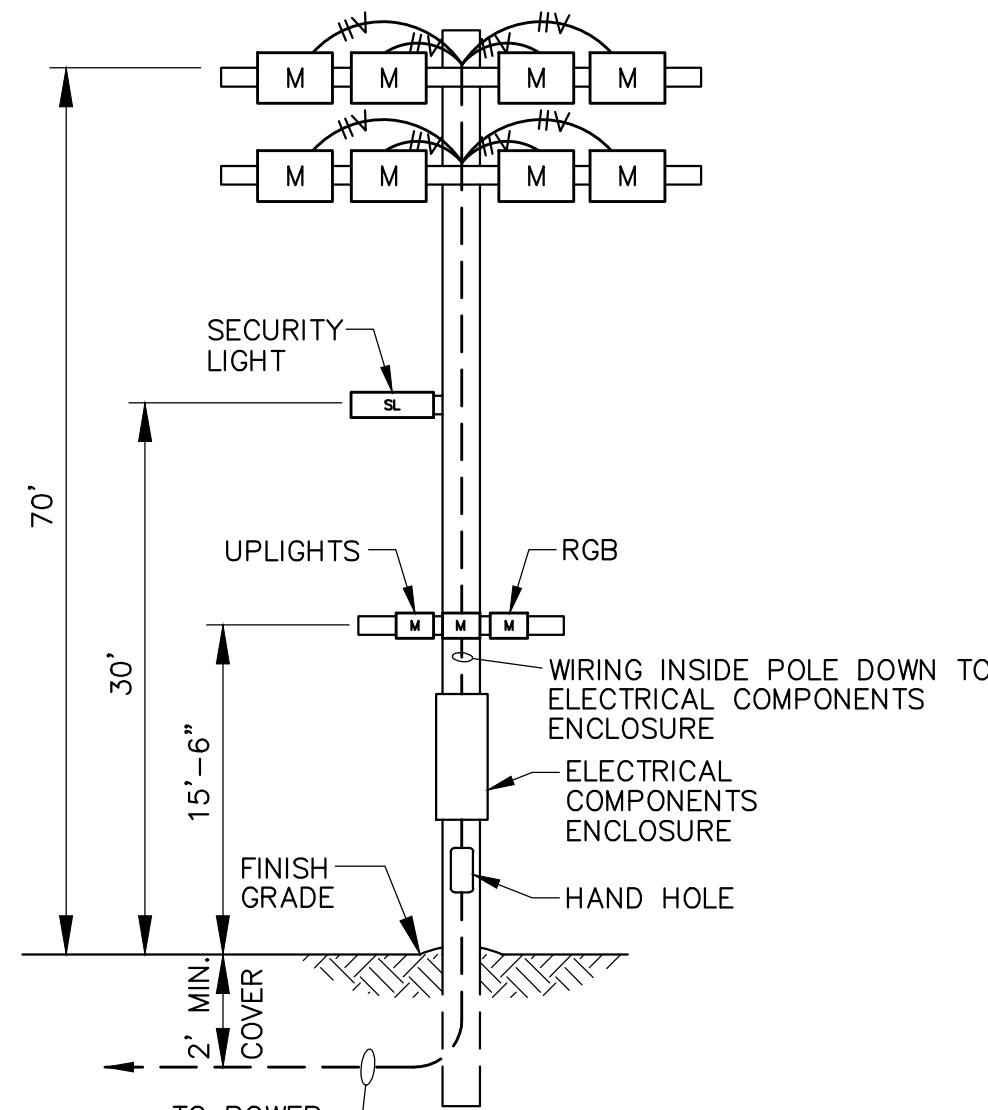
2-575W UPLIGHTS
9-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)



POLE S14

MOUNTING HEIGHT 70'

2-575W UPLIGHTS
8-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)



POLE S15

MOUNTING HEIGHT 70'

2-575W UPLIGHTS
8-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)

Soccer Field 16
N.T.S.

Soccer Field 18
N.T.S.

NOTES:

- LETTER IN FIXTURE ON POLE INDICATES NEMA BEAM SIZE
M - MEDIUM
- RECEPTACLE ENCLOSURE SHALL BE INSTALLED ON EACH POLE 24" ABOVE GRADE.

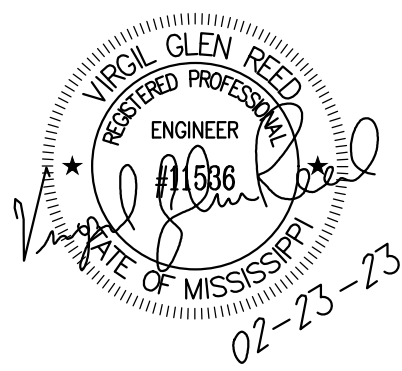
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				CHKD: GPC	DATE: 02/2023
				QA/QC:	DATE:

TATUM PARK
FIELDS 16 & 18 LIGHTING

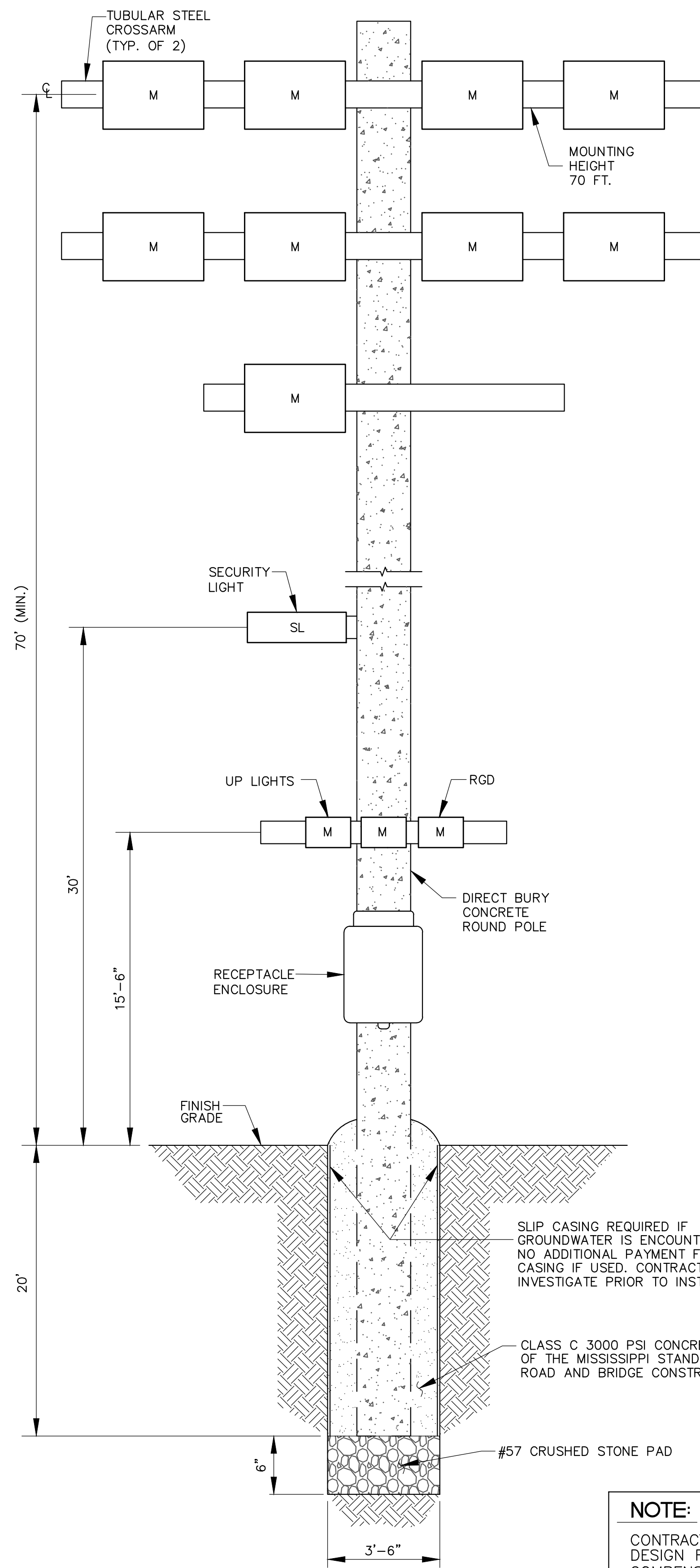
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ELECTRICAL DETAILS III

WORKING NUMBER:
ED-3

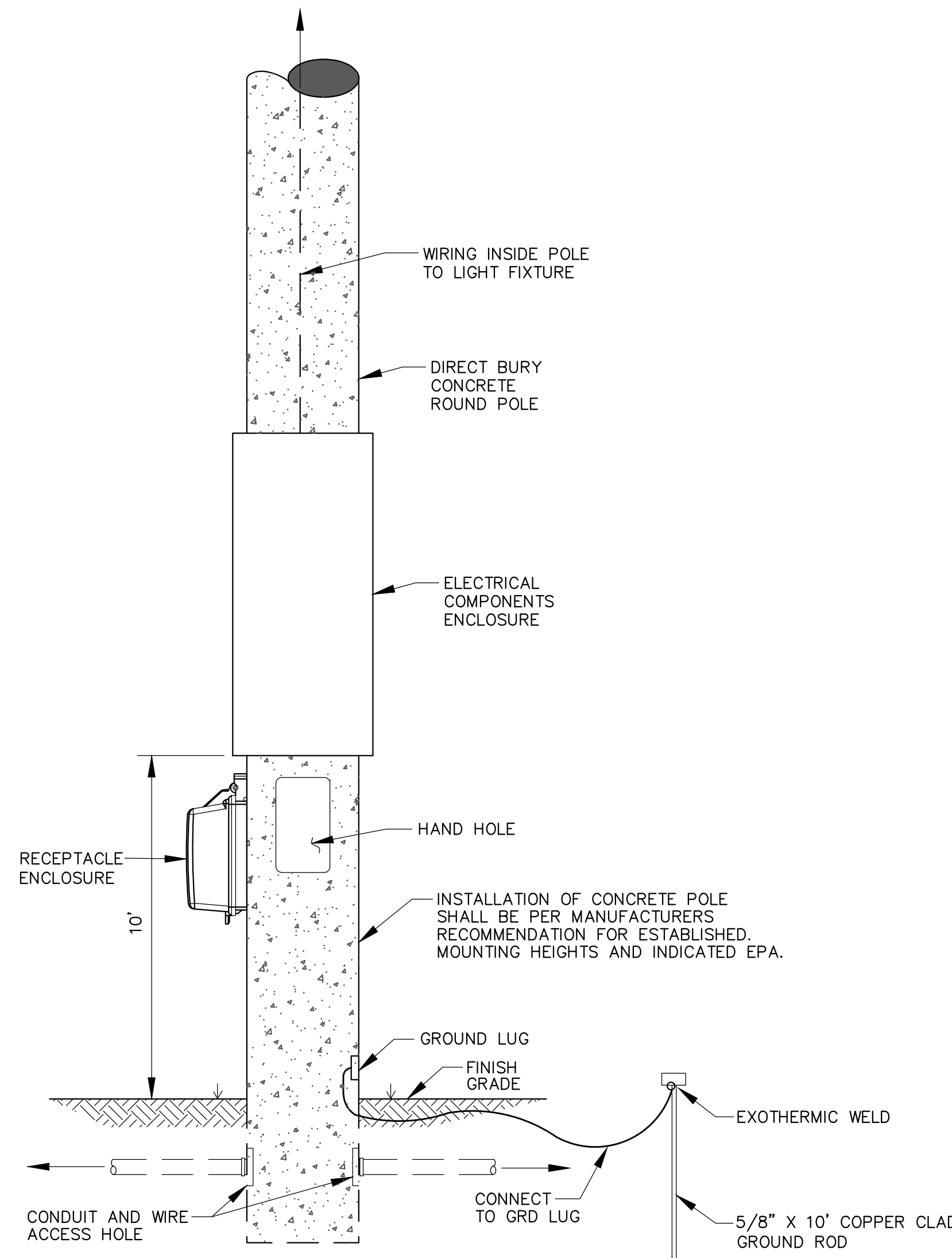
DRAWING NUMBER:
E4



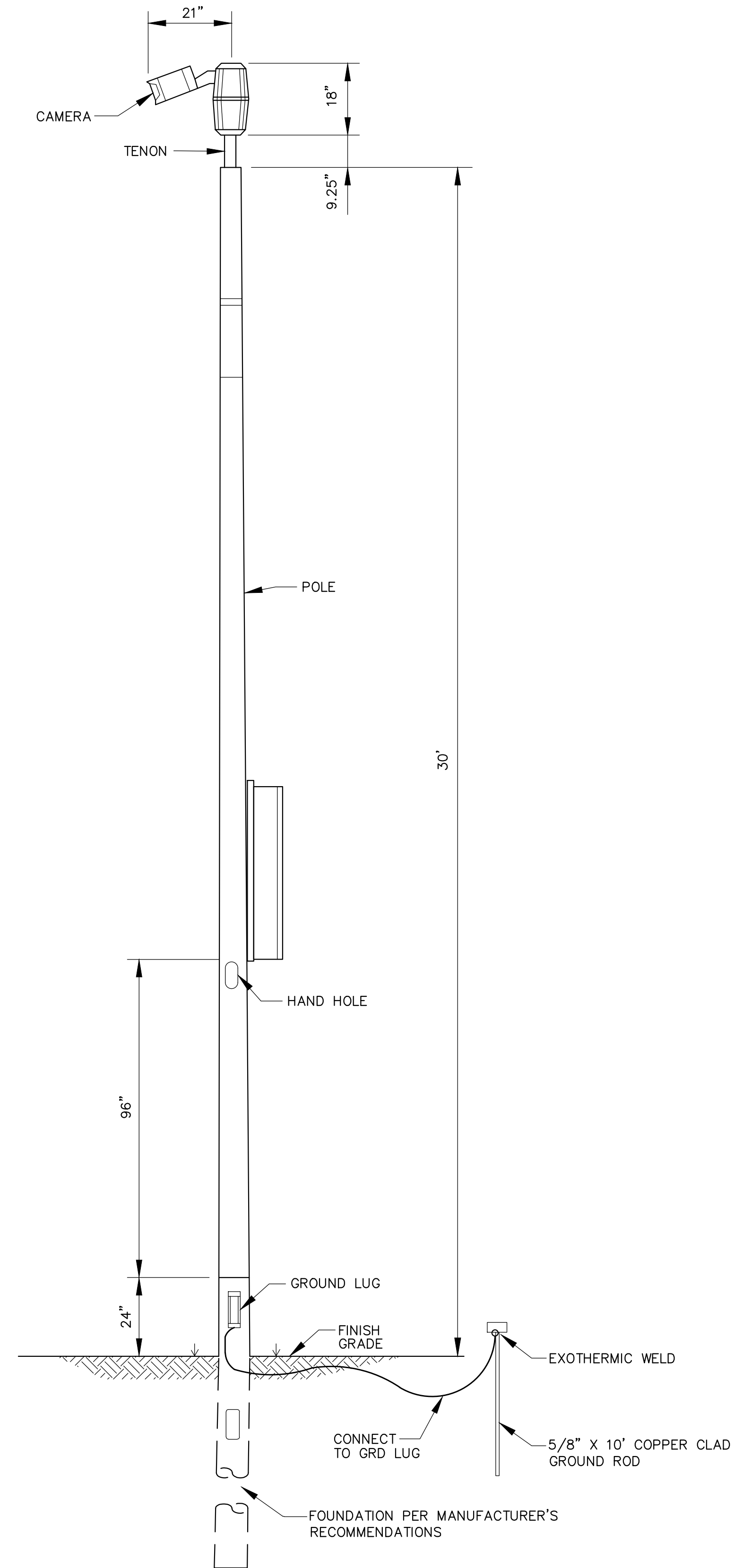
TYPICAL POLE FOUNDATION DETAIL
N.T.S.

NOTE:

CONTRACTOR MAY SUBMIT ALTERNATE FOUNDATION DESIGN FOR ENGINEER'S REVIEW. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR ALTERNATE DESIGN



CONCRETE POLE INSTALLATION
DETAIL
N.T.S.



CAMERA POLE DETAIL
N.T.S.

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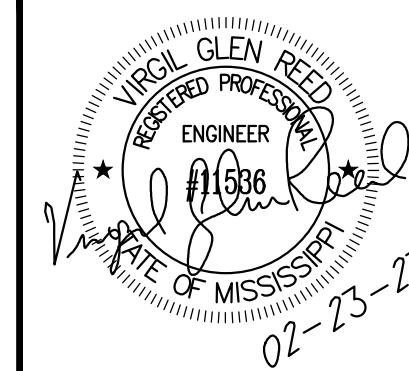
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				QA/QC:	DATE:

TATUM PARK
FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

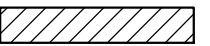
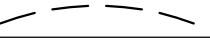
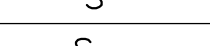
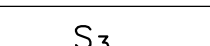
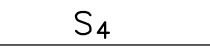
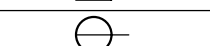
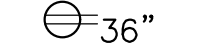
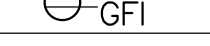
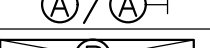
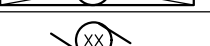
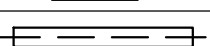
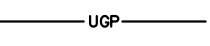
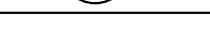


ELECTRICAL DETAILS IV

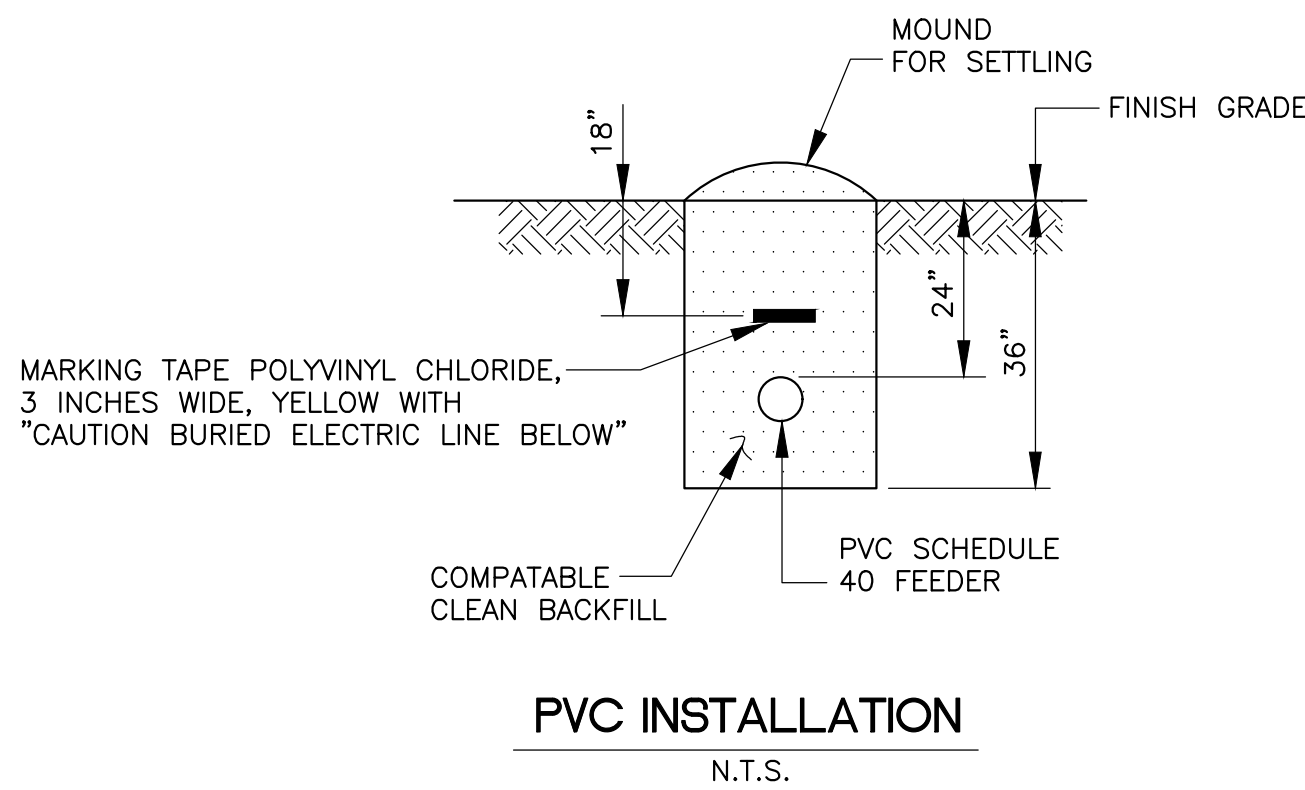
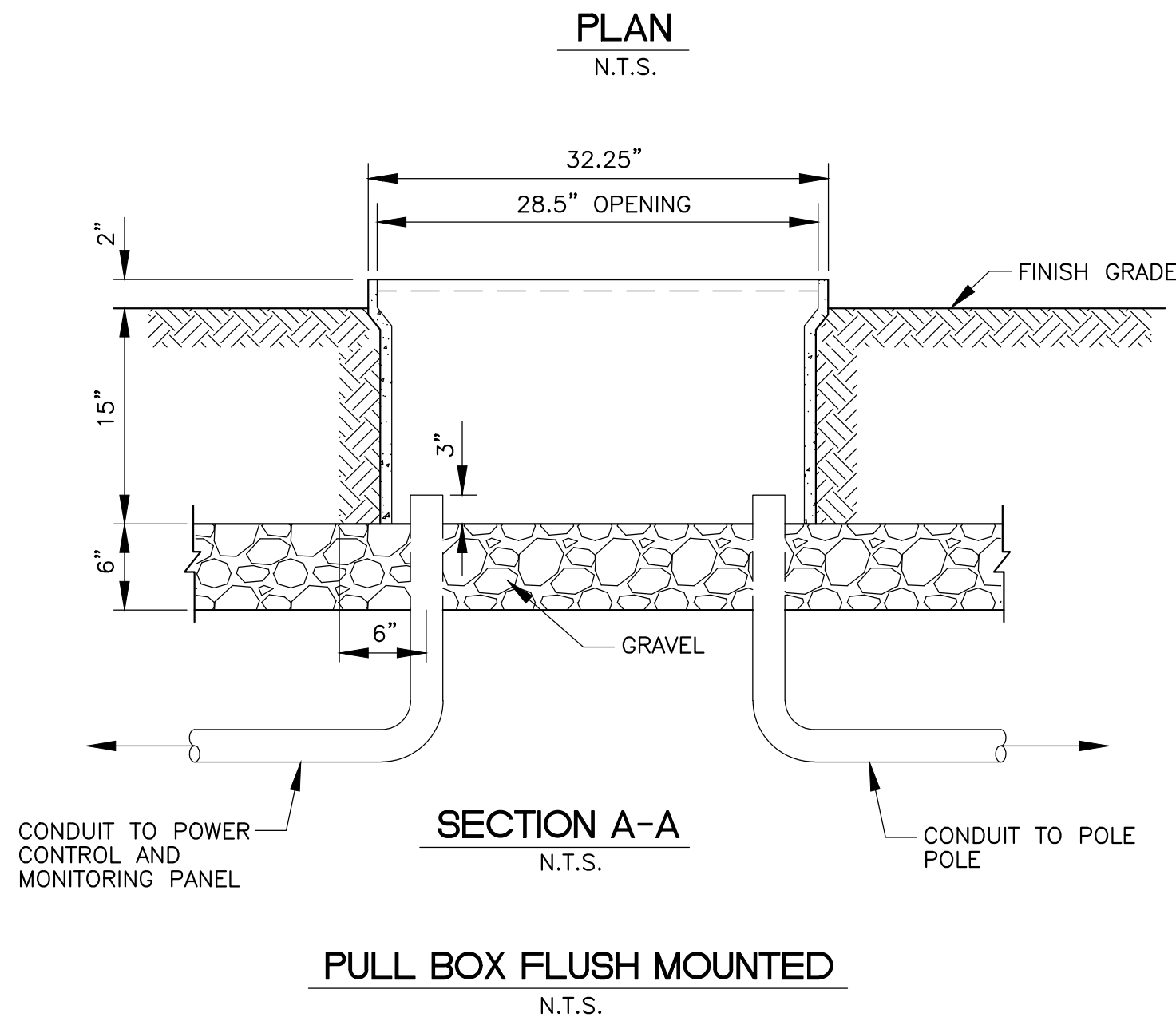
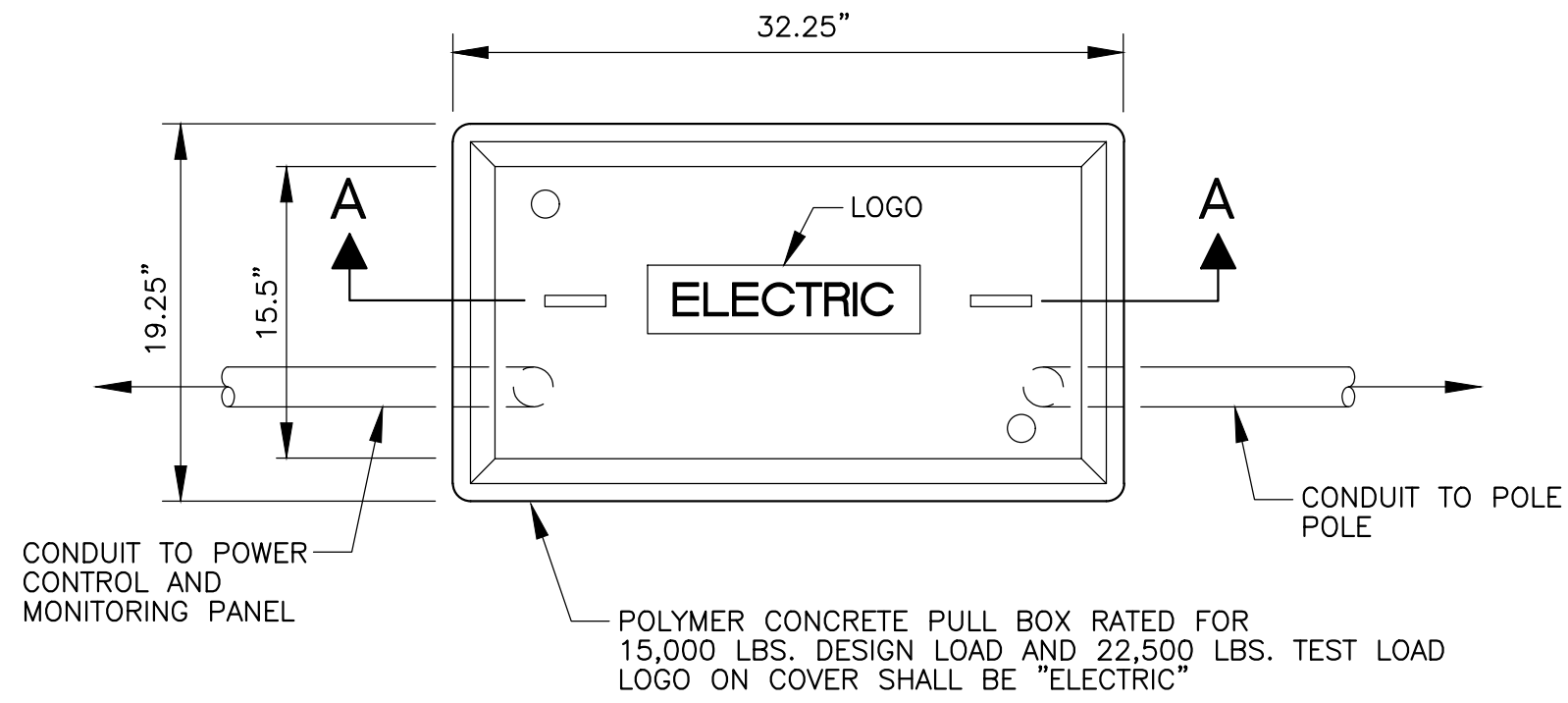
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ED-4

DRAWING NUMBER:
E5

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ELECTRICAL PLAN SYMBOLS LEGEND	
	POWER SUPPLY PANEL
	BRANCH CIRCUIT CONCEALED IN WALL OR UNDERGROUND
	BRANCH CIRCUIT CONCEALED IN FLOOR
	BRANCH CIRCUIT EXPOSED
	HOME RUN TO PANEL; THREE CONDUCTORS PLUS GRD.
	HOME RUN TO PANEL; 2 CIRCUITS IN ONE RACEWAY
	SINGLE POLE TOGGLE SWITCH
	DOUBLE POLE TOGGLE SWITCH
	THREE WAY SWITCH
	FOUR WAY SWITCH
	SINGLE POLE TOGGLE SWITCH WITH PILOT LIGHT
	NON-FUSED DISCONNECT SWITCH
	SIMPLEX CONVENIENCE OUTLET
	DUPLEX CONVENIENCE OUTLET (# = INCHES ABOVE FLOOR)
	CONV. OUTLET W/ GROUND FAULT INTERRUPTER
	WEATHERPROOF CONV. OUTLET W/ G.F.I. AND WHILE IN USE COVER
	LIGHTING FIXTURE, CEILING MOUNTED/WALL MOUNTED
	FLUORESCENT LIGHTING FIXTURE
	MOTOR (H.P.)
	THERMOSTAT
	PHOTOCELL
	NEMA 6-30R RECEPTACLE
	SCOREBOARD
	PULL BOX
	PAD MOUNTED TRANSFORMER
	INDICATES POLE LOCATION AND FIXTURES FACING 180° (POLE BEING SHARED BY TWO FIELDS)
	INDICATES POLE LOCATION AND FIXTURES TO ONE SIDE
	PRIMARY PULL BOX
	JACK OR BORE
	ENTERGY RISER POLE
	PRIMARY CONDUIT AND CONDUCTORS BY MISSISSIPPI POWER COMPANY
	CAMERA POLE

SCHEDULE - DRY TYPE TRANSFORMER									
MARK	KVA	PRIMARY VOLTAGE	SECONDARY VOLTAGE	TAPS	MIN. IMPEDANCE	MOUNTING	REMARKS	LOCATION	
T-1	9	480V DELTA	208/120-3Ø	6-2.5% 2+4-	3.3%	WALL	NEMA 3R ENCLOSURE	CONTROL PANEL STRUCTURE	



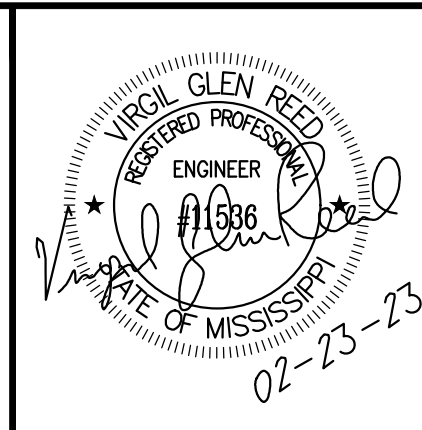
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				DRWN: JEM	DATE: 02/2023
				CHKD: GPC	DATE: 02/2023
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TATUM PARK
FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



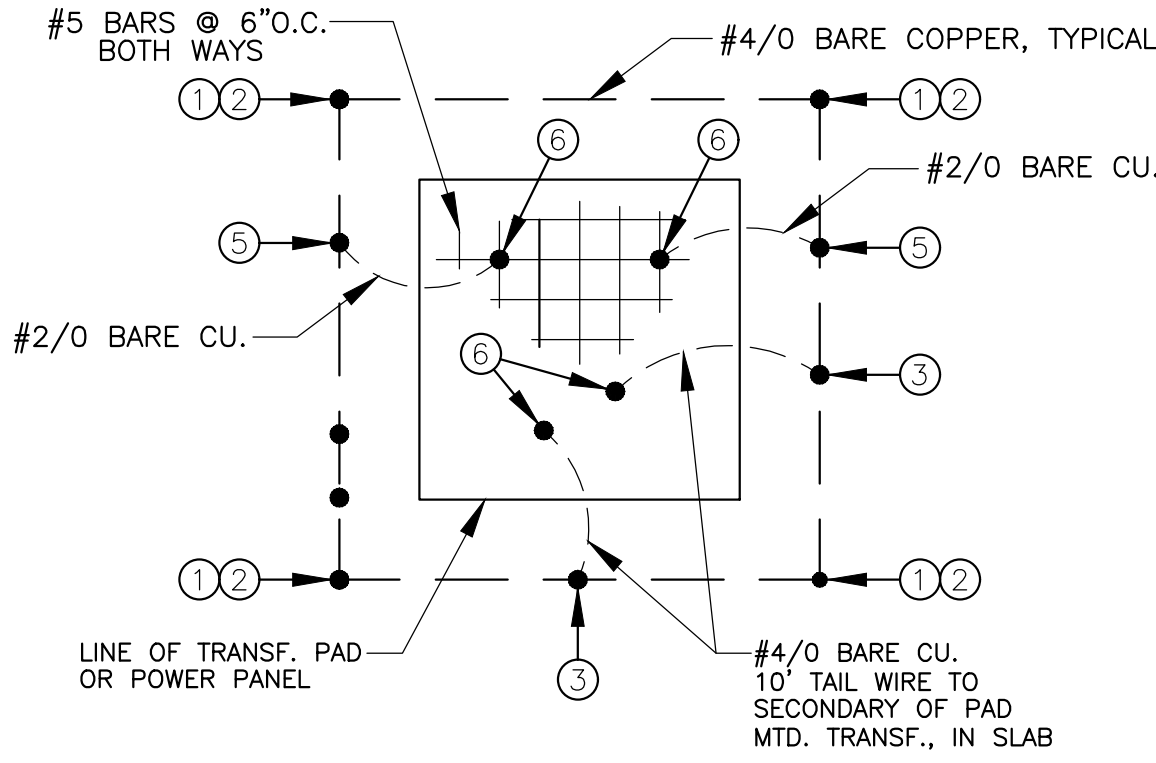
NEEL-SCHAFFER
Solutions you can build upon

ELECTRICAL DETAILS V

WORKING NUMBER:
ED-5

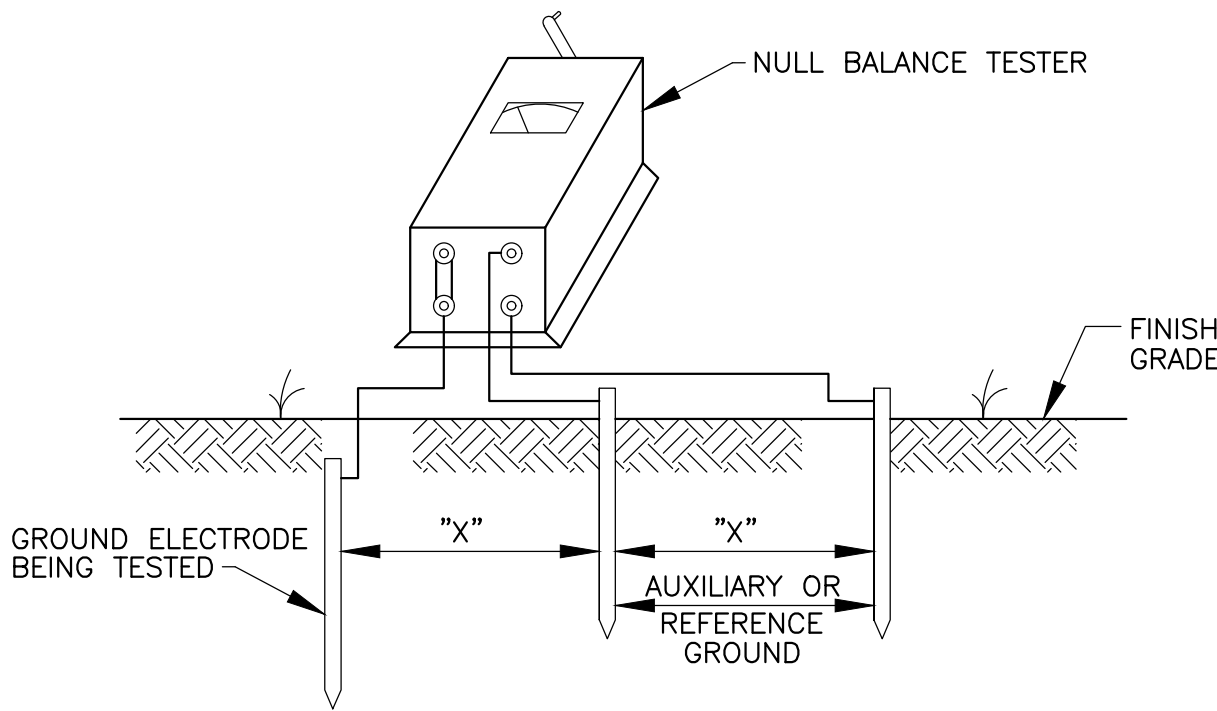
DRAWING NUMBER:
E6

SCHEDULE GROUND GRID SYSTEM				
ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-----	-----	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
③	#4/O CABLE #4/O CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
④	#4/O CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
⑤	#4/O CABLE TO 2/O CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
⑥	#2/O CABLE TO #5Ø REIN. BAR	ERICO "CADWELD"	RDM-532G	W/ #115 WELD METAL



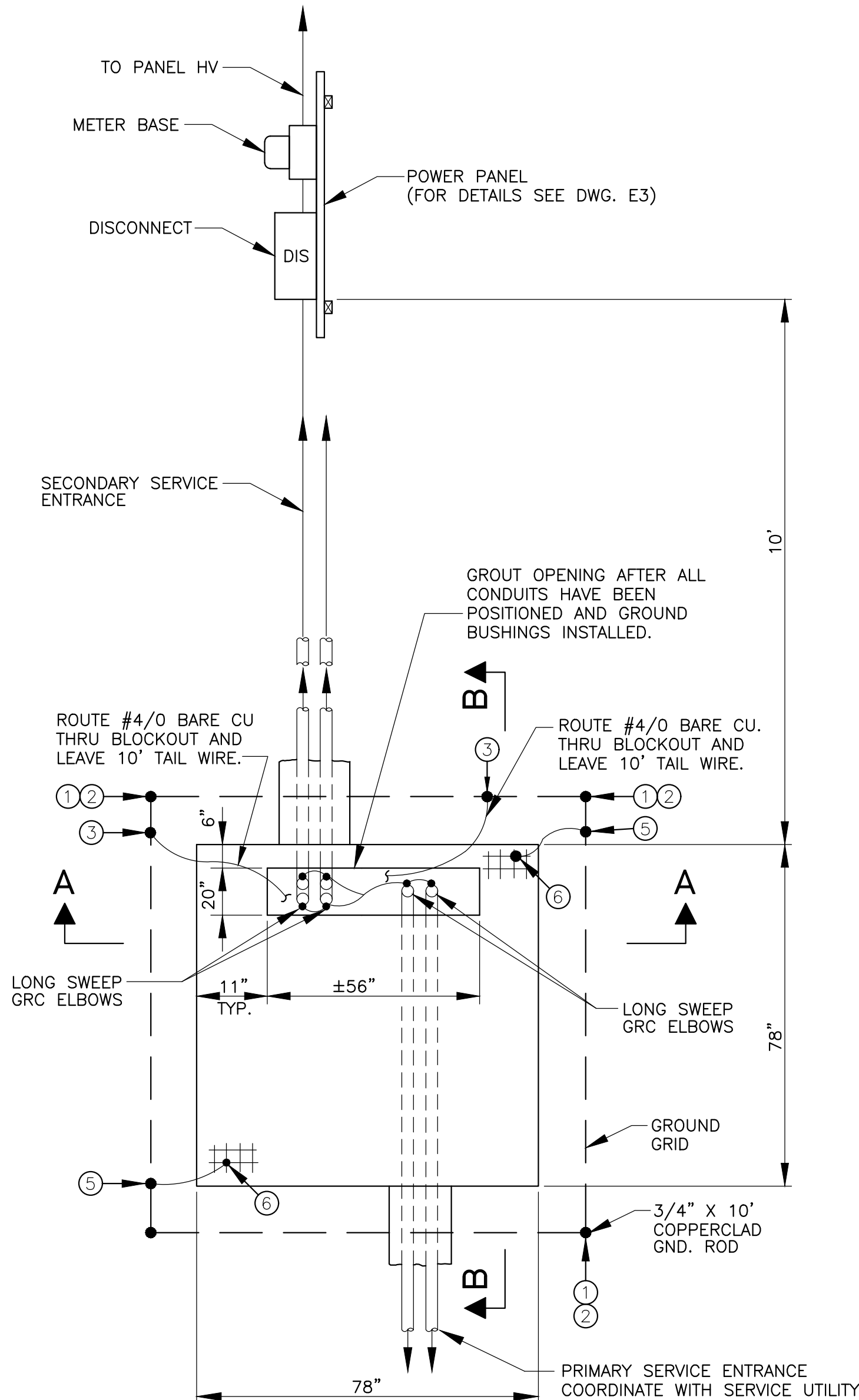
DISTRIBUTION SYSTEM
GROUND GRID DETAIL
N.T.S.

(TYPICAL FOR TRANSFORMER PAD AND POWER PANEL FOUNDATION)



- NOTES:
- DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
 - ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
 - THIS TEST IS TO BE PREFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

GROUND TEST DETAIL
N.T.S.



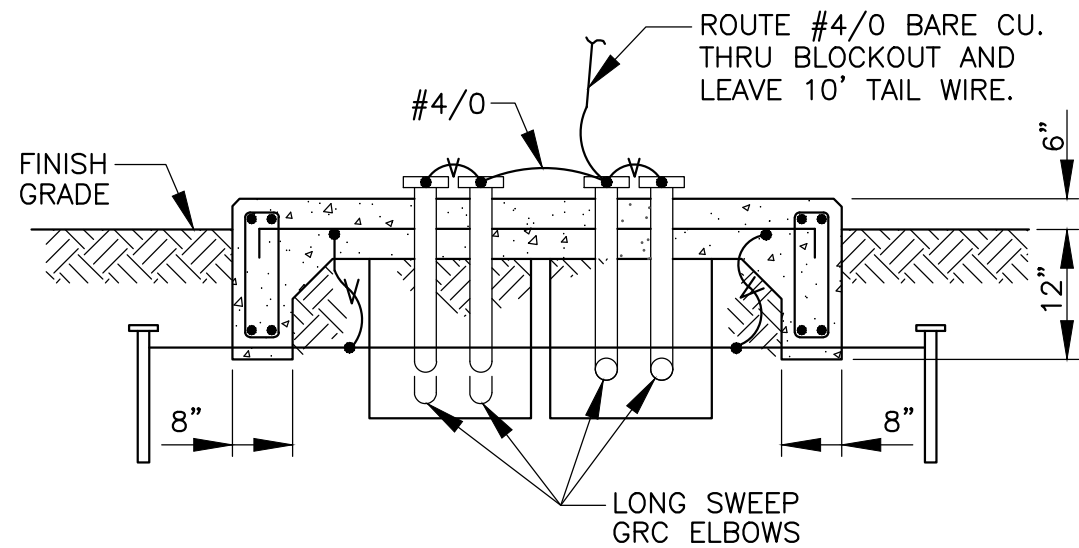
PLAN VIEW
N.T.S.

NOTE: PAD DIMENSIONS ARE APPROXIMATE. REFER TO TRANSFORMER SUPPLIER FURNISHED TEMPLATE FOR DIMENSIONS. ADJUST AS REQUIRED AT NO ADDITIONAL COST TO CONTRACT.

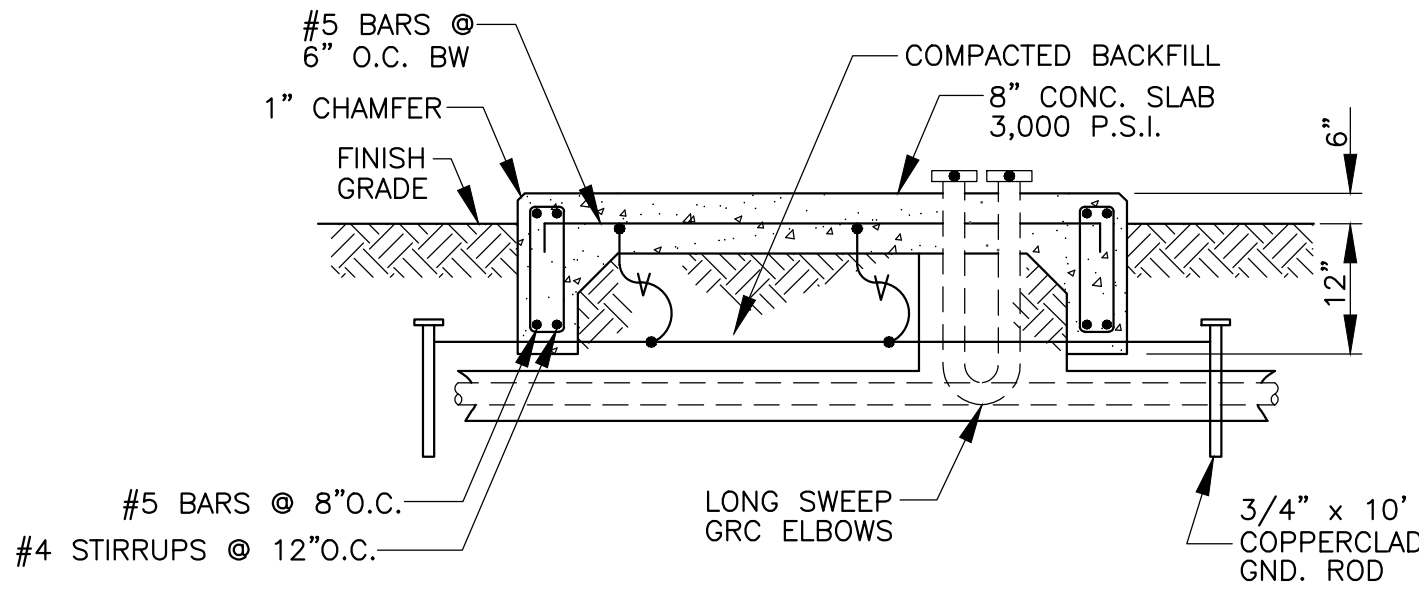
SEE GROUND GRID DETAIL AT LEFT.

BLOCK OUT FOR CONDUIT IS SHOWN DIAGRAMMATIC ONLY. BLOCK-OUTS SHALL BE AS REQUIRED BY TRANSFORMER SUPPLIER.

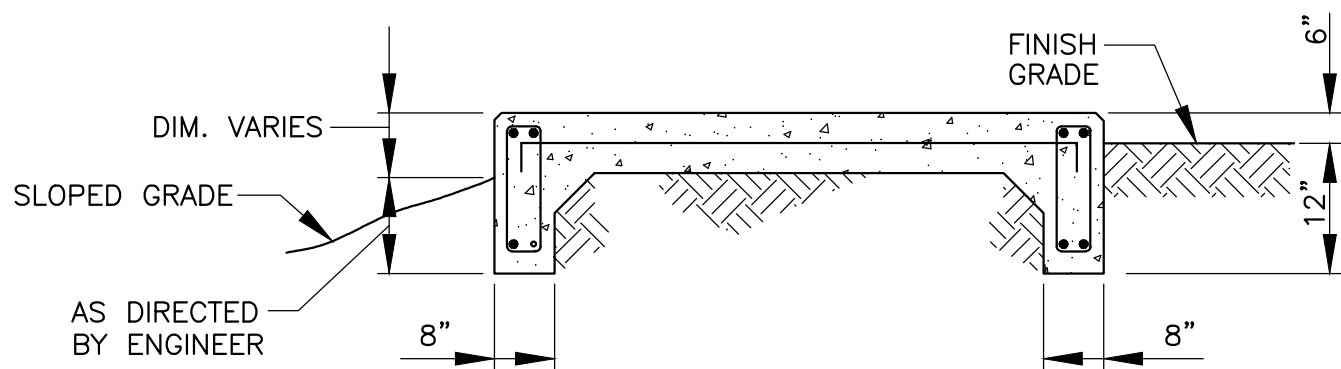
TRANSFORMER AND PAD DETAIL
N.T.S.



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



ALTERNATE FOUNDATION SECTION TO BE USED ON SLOPED GRADE AS REQUIRED

NOTE: VERIFY EXACT REQUIREMENTS WITH ENGINEER PRIOR TO INSTALLATION OF PAD.

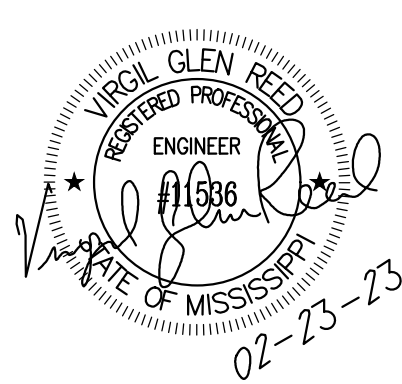
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				DRWN: JEM	DATE: 02/2023
				CHKD: GPC	DATE: 02/2023
				QA/QC:	DATE:

TATUM PARK
FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ELECTRICAL DETAILS VI

WORKING NUMBER:
ED-6

DRAWING NUMBER:
E7

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

**TATUM PARK – FIELDS 16 & 18
LIGHTING**

FOR THE

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



FEBRUARY 2023

PREPARED BY



NEEL-SCHAFFER
Solutions you can build upon

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Instructions to Bidders	00100-1
Bidder's Proposal	00300-1
Contract Forms	00500-1

Project Manual

EJCDC	00700-1
Supplementary Conditions.....	00800-1

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01025 Measurement and Payment	01025-1
01026 Schedule of Values	01026-1
01027 Applications for Payment	01027-1
01030 Special Project Procedures.....	01030-1
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ADVERTISEMENT FOR BIDS

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **April 13**, 2023 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of lighting at Tatum Park Fields 16 and 18. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

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

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

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

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

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

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

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

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

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

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: Geoffrey.crosby@neel-schaffer.com. Geoffrey Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 12, 2023

March 19, 2023

INSTRUCTIONS TO BIDDERS

TATUM PARK – FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded and/or supplemented by the technical specifications and special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted on the forms furnished by the Owner and the envelope (if not submitted electronically) containing the Proposals must be addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope (if not submitted electronically) containing the Proposal shall bear the inscription:

**SEALED BID FOR: TATUM PARK – FIELDS 16 & 18 LIGHTING
FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms as stipulated in the "Advertisement for Bids." Charges are not set by the Engineer but by the website.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will

be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a

Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to

have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

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

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items.

28. COORDINATION BETWEEN CONTACTORS

The Bidder's attention is hereby called to Subsection 105.07, Cooperation between Contractors, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction. The bidder is advised that the Tatum Park Fields 16 and 18 is currently under construction. Work is begin done on both Fields 16 and 18. The Contractor shall cooperate in all respects and shall coordinate construction of all phases of work with the Contractor on the Fields 16 and 18 Project.

29. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within **120** consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

BIDDER'S PROPOSAL

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

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BIDDER'S PROPOSAL

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Tatum Park – Fields 16 & 18 Lighting

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and

other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid TATUM PARK – FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG, MISSISSIPPI					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
1.0	Tatum Park – Fields 16 Lighting	1	Lump Sum	XXXX	
2.0	Tatum Park – Fields 16 Video Streaming	1	Lump Sum	XXXX	
3.0	Tatum Park – Fields 16 Custom Color Accent Lighting Control	1	Lump Sum	XXXX	
4.0	Allowance – Electrical Service Connection ***	1	Lump Sum	XXXX	\$15,000
TOTAL BASE BID \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 1 TATUM PARK – FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG, MISSISSIPPI					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
5.0	Tatum Park – Fields 18 Lighting	1	Lump Sum	XXXX	
6.0	Tatum Park – Fields 18 Custom Color Accent Lighting Control	1	Lump Sum	XXXX	
TOTAL ADDITIVE ALTERNATE NO. 1 BID \$					

***Estimated Costs from MS Power at the time of Bid. Contractor to provide quote from MS Power at time of installation for reimbursement.

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT

PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names,
titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**E TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Tatum Park – Fields 16 & 18 Lighting" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable

attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most
 current list (Circular 570 as amended) and be authorized to transact business in the State
 where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Tatum Park – Fields 16 & 18 Lighting
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.
Senior Project Manager

c: Hunter White
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ OWNER _____ DATE _____	

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
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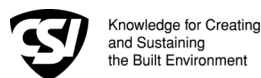
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The Associated General Contractors of America



Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

Determining regular and seasonal rainfall amounts is based on historical rainfall data for events greater than 0.10 inches plus an approximate amount of assumed wet conditions resulting from these. Isolated rainfall events less than 0.10 inches are not considered as an impact to construction activities. The following table provides weather impact days per month which will be considered as regular and seasonal rainfall for the project area.

Historical Rainfall Data												
Month	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Average Rain Days	8	8	8	7	7	8	8	8	6	4	5	8

The frequency of rain and weather impact days during the project must exceed the averages shown in the table to be considered as abnormal. The weather impact delays shall be compared on a monthly basis.

11. Payments to **CONTRACTOR**

Paragraph 14.02.A, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.

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- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.
13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Final Completion of the work.

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$750** for each consecutive calendar day after the time stipulated for Final Completion of the work. The actual costs includes, but is not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 Scope of Work

- A. Base Bid – Field 16 - Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the Tatum Park – Fields 16 & 18 Lighting Project for the City of Hattiesburg, Mississippi, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the construction of the facilities and supporting systems, complete as specified and indicated on the drawings.
- B. Alternate No. 1 – Field 18 – Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the Tatum Park – Fields 16 & 18 Lighting Project for the City of Hattiesburg, Mississippi, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the construction of the facilities and supporting systems, complete as specified and indicated on the drawings.
- C. Schedule of Values: The schedule of unit prices submitted in accordance with Section 01026 are subject to approval and acceptance by the OWNER. If acceptable, the unit prices will be used as the basis for adjustment of the Contract price in the event that the Scope of Work is expanded or reduced.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

-
- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

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5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
 - 1. No Exceptions Taken.
 - 2. Make Corrections Noted.
 - 3. Revise and Resubmit.
 - 4. Rejected.
 - 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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- 2 To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

-
2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
- A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the Product specified.
 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY REQUIREMENTS

- A. For all components of the work, unless stated otherwise in these specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties and the warranty below.
- B. 25-Year Warranty applicable to all lighting equipment including poles, luminaires, drivers, cross arms, contactors, and control panel(s): Each manufacturer shall supply a signed warranty covering the system's components for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to insure fulfillment of the warranty for the full term. Warranty may exclude damage caused by weather events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- C. Maintenance: Manufacturer shall monitor the performance of the lighting system (maintain 30 foot candles during warranty period), including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner shall be responsible to check fuses in the event of a luminaire outage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 16010

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 Governing Clause

The phrase "CONTRACTOR shall furnish and install" unless specified or indicated otherwise, shall be omitted for the sake of brevity in these specifications. However, these phrases are implied. Any mention of material and/or operations in the specifications or drawings will require CONTRACTOR to furnish and install such materials and perform each and every operation required for a complete and operable system and to the complete satisfaction of the ENGINEER. The drawings are diagrammatic and may not necessarily show each and every wire, conduit, conduit routing, junction electrical box and/or final connection required for all pieces of equipment. However, the intent of this paragraph is to require that the CONTRACTOR furnish labor and materials to make all required final electrical power connections whether or not shown to all equipment shown on the drawings issued as bidding documents for this project.

1.02 General Conditions

- A. General Conditions, Supplementary General Conditions, Information to Bidders, General Requirements, Special Conditions, Addenda, Wage Rates, and other pertinent documents issued under these specifications and shall be complied with in every respect as though fully written herein.
- B. Notwithstanding Any Reference in the Specifications to Any Article, Device, Product, material, fixture, form or type of construction by name, make or catalog number, such reference shall be interpreted as establishing a standard of quality and performance and shall not be construed as limiting competition; and in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the final judgment of the ENGINEER expressed in writing, is an approved equal to that specified.

1.03 Record Drawings and Operating and Maintenance Manuals

Furnish to the ENGINEER at job acceptance and completion, the following in compliance with Section 01720:

- A. Record Drawings: One set of blue line prints marked in black, showing an accurate location of all variations of the work actually installed related to the original drawings. The drawings shall include all approved and installed Change Orders, field condition changes, and other variations from the original plans and specifications.
- B. Operation and Maintenance Manuals: Furnish three copies of an operation and maintenance manual for each electrical system and for each piece of equipment. Three copies of the complete manuals bound in a 3-inch, 3-ring black binder with color coded tabs as directed by the ENGINEER labeling all shop drawings, approved manufacturers brochures, control diagrams, maintenance instructions and other data required by the contract documents reflecting the record fabrication and installation of all systems or equipment installed. One

manual shall be furnished prior to the time that the system or equipment tests are performed. The remaining two manuals shall be furnished to the ENGINEER before the contract is closed out.

- C. The following identification shall be inscribed in minimum : 3/4"-high alphabet type letters on the outside front corner: The words "OPERATING AND MAINTENANCE MANUAL", the name and location of the project and the contract number. The manual shall include the names, addresses, and telephone number of each subcontractor. Installing equipment and systems, the local manufacturer's representative for each item of equipment and each system. This information shall be contained on the first page of the binder. Lettering shall be permanent signage and not stick-on type.
- D. The manual shall have a typewritten table of contents with the tab sheets placed before instructions covering the subject. The instruction sheets shall be legible with large sheets of drawings folded in. The manual shall include a system layout showing circuits, devices, and controls; control diagrams with explanation of operation and control of each component; start-up control sequence, and operation; a detailed description of the function of each principal component of the system; the procedure for starting; the procedure for operating; shut-down instructions; installation instructions, maintenance and overhaul instructions; lubrication schedule including type, grade, illustrations; test procedures; performance data; and parts list. The parts list for equipment shall indicate the sources of supply, recommended spare parts, and the service organization which is reasonably convenient to the site. The manual shall be complete in all respects for all equipment, controls, and accessories provided.

1.04 Tests and Inspections

The complete job shall be, during actual construction, and for the warranty provision period, subject to the supervision of the ENGINEER and will have the following tests and inspections conducted without any additional cost to the contract.

- A. By ENGINEER'S inspections and tests conducted by him or for him in his presence. Upon written notice, CONTRACTOR shall furnish not to exceed two men, one to include the job foreman and tools to assist and be directed by the ENGINEER for a reasonable amount of time to make such tests and inspections as are requested by the ENGINEER pertaining to the safety and operation of any device or system installed.
- B. By complete insulation break-down tests with a megger of each and every branch circuit, and service entrance. All 600 volt conductors shall meet a minimum of resistance of 1,000,000 OHMS. Tests shall be performed prior to any connections to overcurrent devices, devices or equipment. All readings shall be made in the ENGINEER'S presence or his authorized representative and a type-written report of same submitted to him before the job is subject to his approval. The manufacturer, cat. no. and type or megger shall be noted on the report.
- C. By any federal, state or local authority having jurisdiction of the project.
- D. By the Mississippi State Rating Bureau. After inspection by this agency, corrections of any deficiencies shall be made which were found adversely affecting the insurance to be carried

by the OWNER. Acceptance of the Rating Bureau's report or subsequent reports lie with the ENGINEER or OWNER. Electrical contractor/subcontractor shall pay all cost for this work.

- E. Properly phase out the entire electrical system to balance all loads as close as possible.
- F. Certified Test Reports: Before any equipment or materials are delivered to the project site, certified copies of all test reports specified in the individual sections of this specification shall be submitted to the ENGINEER for his approval.

1.05 Guarantee

- A. Guarantee to the OWNER all work performed and all equipment installed under this contract shall be free from defects in workmanship and materials for a period of one year unless noted otherwise from date of final written acceptance by the ENGINEER and the OWNER.
- B. Defects shall be corrected arising during this one year period at the CONTRACTOR'S own expense, upon written notice of the OWNER or his authorized representative.

1.06 General Information

- A. Plans are diagrammatic. Judgment and care shall be exercised to install all electrical work in a practical manner which shall function properly and fit the construction and finishes. Electrical devices not shown or specified which shall be required or any device or system to produce a complete and operative system shall be brought to the ENGINEER'S attention at least five days prior to the bid date in order for such devices to be noted or clarified in an addendum, otherwise furnished at his own expense.
- B. Cooperate with others in laying out work so that the electrical phase of the work will properly fit the construction and finishes. Space requirements, etc. other than that shown on the plans required to facilitate the electrical construction, shall be brought to the ENGINEER'S attention prior to commencing any work so that proper action may be taken to remedy this.
- C. Exact location of equipment shall be determined on the job. Do not scale electrical drawings for exact location of any equipment. All mounting heights shall be verified prior to rough-in.
- D. ENGINEER reserves the right to change the location of any equipment improperly installed and to change the exact location of any equipment connection location up to twenty feet prior to rough-in with no additional cost to the contract.
- E. Circuit grouping, conduit or cable runs are indicated diagrammatically with number of conductors shown in each raceway to clarify the operation and function of various systems. Provide the proper number of conductors and conduits or cables to produce an operative system as specified herein. Where conductors not shown, consult manufacturer's recommendations.
- F. Branch circuit shall be indicated as 2 or 3 wire circuits unless otherwise noted. No two ungrounded conductors will be connected to the same ungrounded main in any panel. There shall be no splicing of branch circuit conductors in any panel, safety switch or non-automatic circuit breaker in separate enclosures.

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- G. All materials shall be new (unless otherwise noted on the drawings or specified herein) and of approved equal or superior quality to those specified. All equipment or materials shall conform to the latest requirements of Underwriter's Laboratories, National Electrical Code, National, State or local agency having jurisdiction, American National Standards Institute (ANSI), National Electrical Safety Code and National Fire Protection (NFPA) Codes.
 - H. All conductors shall be color coded as specified herein. All conductors not complying with the specified color code shall be removed and replaced solely at the electrical subcontractor's expense.
 - I. All materials, devices, equipment, etc. shall be installed, tested and connected in strict compliance with manufacturer's recommendations.
 - J. Install all materials, equipment, devices, etc. in a neat and workmanlike manner. Use only experienced labor or employ appropriate subcontractor to do all cutting and patching necessary for the installation of his materials.
 - K. Protect from damage all apparatus and equipment furnished on this project. Equipment and materials shall be properly stored and adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored and protected in accordance with the manufacturer's recommendations and as approved by the ENGINEER. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sun rays or excessive heat. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Any piece of equipment or material marred or damaged shall be repaired, repainted and/or replaced to the complete satisfaction of the ENGINEER.
 - L. Any piece of equipment, switch, device, etc. shown mounted on and/or adjacent to any installed equipment which, if installed, may impair the proper operation of that equipment, shall be removed by the electrical contractor/subcontractor as required in order that installed equipment shall function properly. ENGINEER shall be notified immediately if any such condition exists.

1.07 Removal of Salvage Material and Debris

It shall be the responsibility of the CONTRACTOR to have all trash, salvage material, etc. related to the electrical work completely removed from the project site at all times during construction.

1.08 Trenching and Backfilling

- A. All trenching shall be done by mechanical means and all sides straight and vertical. Width of trenches shall not exceed eight inches on either side of placed equipment.
- B. All backfill shall be made with red sand (unless otherwise specified) and packed by mechanical means every six inches and left with a six-inch layer above finish grade to allow settling unless asphalt or concrete topping is to be provided.

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- C. Where required by safety or recommended standards and where any excavated trench or hole is more than five feet deep, install shoring on all sides to protect against sides caving in. Shoring method and material shall be the CONTRACTOR's responsibility.

1.09 Cutting, Patching, Finishing and Painting

- A. The CONTRACTOR shall be responsible for all cutting required to install his work. All existing walls shall be carefully trenched, cut, etc. to depths required to completely recess conduit and boxes. Where masonry walls are encountered, blocks and/or brick shall be carefully saw cut to exact box dimensions and conduit shall be routed in cavities, air spaces, etc.
- B. It shall be the responsibility of the CONTRACTOR to have all patching, finishing, painting, etc. done by qualified personnel related to his work.
- C. It shall be the responsibility of the CONTRACTOR to have all exposed conduit, piping and wireways painted where exposed in any space or location.

1.10 Corrosion Protection

It is the intent of these specifications to have all joints, connections, etc. exposed to climatic conditions to be completely watertight using the following:

- A. Nylon gland rings on all Liquid-tite conduit connectors.
- B. Nylon gland rings on all locknuts installed in boxes subject to moisture.
- C. Insulated throat connectors on all compression connectors.
- D. Corrosion inhibitors shall be placed in all environmental, control panels, exposed to damp or wet locations. Inhibitors shall be an approved equal to "Hoffman" A-HCI-1, A-HCI-5 and A-CI-40 and shall be sized in accordance with volume content of the device to be protected.
- E. Where equipment is exposed to severe conditions such as salts, acids, alkalies, sewer gases, etc., all equipment shall be sprayed inside and out with two coats of General Electrical Glyptal No. 1201-A or an approved equal.

1.11 Project Site Inspection

It shall be the responsibility of the CONTRACTOR to visit the proposed sites and make his own observation of the work to be done under the plans and specifications and same shall be contained in his bid proposal. Failure to do so will not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER.

1.12 Coordination of Existing Utilities

It shall be the responsibility of the CONTRACTOR to coordinate all existing utilities location both overhead and underground and verify their locations with the various utilities prior to commencing any work. CONTRACTOR shall call Mississippi One Call 811 and obtain a utility location request

number and refer to this number each time a utility company is notified of diggings or trenching near their utilities. Failure to do this shall not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER due to damage of any of these utility lines.

1.13 Construction Tools, Utilities and Buildings

The CONTRACTOR shall furnish all tools, utilities, job office and storage buildings required for his use and to protect all electrical equipment as directed by the ENGINEER.

1.14 Payment Items

Progress payments shall be made to the CONTRACTOR based on the percentage of work performed on various payment items. The electrical payment items shall be included with the preliminary schedule of values and payment requests submitted by the CONTRACTOR.

1.15 Manufacturer's Recommendations

Where installation procedures are specified to be in accordance with the recommendations of the manufacturer of the material or equipment being installed, printed copies of these recommendations shall be furnished to the ENGINEER by the CONTRACTOR prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.16 Submittals

Specific items requiring submittals shall be as specified herein. Shop drawings shall be submitted and approved before procurement, fabrication or delivery of such items to the project site. Partial submittals are not acceptable; such submittals will be returned without review.

- A. Manufacturer's Data: Submittals for each manufactured item shall be manufacturer's descriptive literature, equipment drawings, diagrams, performance and characteristic curves and catalog cuts. Each submittal shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, specification reference, applicable federal, military and industry specification references and all other information necessary to establish contract compliance.
- B. Shop drawings shall show types, sizes, accessories, elevations, plans, sectional view, installation details, elementary diagrams and wiring diagrams. Wiring diagrams shall identify circuit terminals and shall indicate the internal wiring for each item of equipment and the interconnection between the items. Drawings shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment devices. If any equipment is disapproved, the drawings shall be revised to show acceptable equipment and be resubmitted.
- C. Standards Compliance: When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturer's Association (NEMA) and Underwriters' Laboratories (UL), proof of such conformance shall be submitted to the ENGINEER for approval. If any organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise

specified in the individual sections. In lieu of the label or listing, the CONTRACTOR shall submit a certificate from an independent testing organization, which is competent to perform acceptable tests and is approved by the ENGINEER. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard. For materials and equipment whose compliance with organizational standards or specifications is not regulated by an organization using its own listing or label as proof of compliance, a certificate of compliance from the manufacturer shall be submitted for approval. The certificate shall identify the manufacturer, the product and the referenced standard and shall simply state that the manufacturer certifies that the product conforms to all requirements of the project specification and of the referenced standards listed.

PART 2 - PRODUCTS

2.01 Materials and Equipment

All materials, equipment and devices shall, as a minimum standard, meet the requirements of UL where UL standards are established for those items and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise.

2.02 Nameplates

Fed. Spec. L-P-387. Provide laminated plastic nameplates for each panel, transformer, relay, contactor, starter, safety switch and device. Each nameplate inscription shall identify the equipment and serving panel, and when applicable, the location. Nameplates shall be melamine plastic, 0.125-inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the black core. Minimum size of nameplates shall be as follows:

- A. Style No. 1: 1.0 inch by 2.5 inches for panelboard and terminal cabinet enclosures.
- B. Style No. 2: 0.5 inch by 1.5 inches for safety switches, enclosed individually mounted circuit breakers, small junction/terminal boxes, etc.

2.03 Warning Signs

ANSI Z35.1. Provide warning signs for the electric panel boards. Provide signs with the legend "DANGER HIGH VOLTAGE KEEP OUT" printed in three lines of nominal 3-inch high letters.

PART 3 - EXECUTION

3.01 Nameplate Mounting

Provide number, location and letter designation of nameplates. Fasten nameplates to the device or enclosure with a minimum of two oval head stainless steel screws.

3.02 Painting of Equipment

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test.

- B. Field Applied: Paint electrical equipment as required to match finish or to meet safety criteria. Painting shall be a minimum of three coats consisting of primer and two finish coats. Touch-up paint of all equipment shall be required where equipment has become damaged as a result of handling, rusting, etc. Paint shall be applied in even three coats, consisting of prime coat and two finish coats. See plans for special PVC applications.

END OF SECTION

SECTION 16020
CODES AND STANDARDS

PART 1 - GENERAL

1.01 Description

The following codes and standards shall be complied with as though fully written herein in these specifications and shall be applicable to CONTRACTOR, supplier and manufacturer. Dates and amendments shall be the latest edition thereof in force at time of project bid date. Bidders shall be responsible for obtaining their own copies of these codes and standards and pay all cost thereof. Bidders may request addresses of codes and standards issuing agency from ENGINEER in writing in sufficient time to obtain required copies from issuing standards institute.

- A. National Fire Protection Association (NFPA)
 - NFPA 70 National Electrical Code (N.E.C.)
 - NFPA 78 Lightning Protection Code
 - NFPA 77 Recommended Practice on Static Electricity

- B. American National Standards Institute (ANSI)
 - ANSI B16.11 Forged Steel Fittings, Socket Welding and Threaded
 - ANSI C57.12.01 General Requirements for Dry-Type Distribution and Power Transformers
 - ANSI C57.12.91 Test Code for Dry-Type Distribution and Power Transformers
 - ANSI Z35.1 Accident Prevention Signs
 - C80.1 Specification for Rigid Steel Conduit, Zinc-Coated

- C. Occupational Safety and Health Act (OSHA) Requirements

- D. Underwriters Laboratories (UL)
 - UL 6 Rigid Metallic Conduit
 - UL 50 Cabinets and Boxes
 - UL 360 Liquid-Tite Flexible Steel Conduit
 - UL 467 Grounding and Bonding Equipment
 - UL 486A Wire Connectors and Soldering Lugs for Use with Copper Conductors
 - UL 468C Splicing Wire Connectors
 - UL 489 Molded Case Circuit Breakers
 - UL 508 Enclosures
 - UL 510 Insulating Tape
 - UL 514A Outlet Boxes and Fittings
 - UL 651 Schedule 40 and 80 Rigid PVC Conduit
 - UL 854 Service-Entrance Cables
 - UL 869 Service Equipment
 - UL 943 Ground-Fault Circuit Interrupters
 - UL 1059 Terminal Blocks
 - UL 1449 Transient Voltage Surge Suppressors
 - UL 1561 Dry-Type General Purpose and Power Transformers
 - UL 1581 Reference Standard for Electrical Wires, Cables and Flexible Cords

-
- E. National Electrical Manufacturer's Association (NEMA)
- | | |
|------|--|
| WC3 | Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy |
| TC3 | PVC Fittings for Use with Rigid PVC Conduit and Tubing |
| RN1 | PVC Externally Coated Rigid Galvanized Steel Conduit and Electrical Metallic Tubing |
| ICS1 | General Standards for Industrial Control and Systems |
| ICS2 | Standards for Industrial Control Devices, Controllers and Assemblies |
| ICS6 | Terminal Blocks for Industrial Control Equipment and Systems |
| TC2 | Electrical Plastic Tubing (EPT) and Conduit EPC-40 and EPC-80 |
| TR1 | Transformers, Regulators and Reactors |
| WD1 | General Purpose Wiring Devices |
| LA1 | Surge Arrestors |
- F. Institute of Electrical and Electronic Engineers (IEEE): Standard Dictionary of Electrical and Electronics Terms
- G. American Society for Testing and Materials (ASTM)
- | | |
|------|---|
| A53 | Pipe, Steel, Black and Hot-Dipped Zinc-Coated |
| A123 | Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products |
| A153 | Zinc Coating (Hot-Dip) on Iron and Steel Hardware |
| B8 | Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft |
| A525 | General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process |
| A780 | Repair of Damaged Hot-Dip Galvanized Coatings |

PART 2 - PRODUCT NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

SECTION 16030

ELECTRICAL SYSTEMS SCHEDULE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR to furnish all materials and labor and perform all operations, including, but not limited to, coordination with general construction shop and field drawings, manufacturer's recommendations and installation instructions, to produce a complete and operative system. It is specifically noted that the plans are diagrammatic and the specifications are descriptive and do not show every piece of equipment, conduit, wiring boxes, etc.; however, where any mention of a system or system operation is indicated in the contract documents, CONTRACTOR shall provide material and labor for that system to be fully operational to the satisfaction of the ENGINEER and OWNER.
- B. The following operative systems shall be applicable to this project.
1. Secondary underground 480-volt service and distribution system, complete with conduit, conductors, termination lugs, trenching and backfill, and testing.
 2. Site power system (600-volt and below) complete with final electrical connections to all panels, auxiliary equipment controls, distribution equipment, transformers, lights, etc.
 3. Lighting systems complete with fixtures, accessories, mounting hardware, lamps, poles, etc.
 4. Grounding protection system complete with wiring, connectors, ground rods, exothermic connections, compression connectors and certification from supplier.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

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SECTION 16040

BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.01 Description

- A. Equipment and materials specified by manufacturer's name and catalog number or an approved equal by the ENGINEER unless otherwise specifically stated herein.
- B. CONTRACTOR shall submit to the ENGINEER in triplicate, typewritten copies of all electrical materials and equipment proposed for use on the project within ten (10) days after award of contract. If this list is not received prior to fifteen (15) days after award of contract, CONTRACTOR is required to furnish specified items by manufacturer and catalog number.
- C. Verbal or written requests by sales agents, manufacturer's agents, CONTRACTOR'S or subcontractors for substitutions of specified equipment by manufacturer and catalog number prior to opening of bids will not be considered or approved. In no case will prior approval be given verbally or in writing of any equipment whether specified by manufacturer and catalog or not prior to opening of bids.
- D. CONTRACTOR shall not place any orders or release shipment of any piece of equipment or materials until all formal submittals have been approved by ENGINEER including any supplemental submittal requirements requested by the ENGINEER.
- E. Samples of any equipment or materials may be required at the ENGINEER's request. This shall apply to specified items and substituted items. Samples shall be made available to the ENGINEER at his designated location. Special equipment such as motor control centers, generators, automatic transfer switch, radio equipment, fire alarm or intrusion alarm systems would be required to be set up and inspections made available at the manufacturer's plant locations. All expenses for travel, per diem, etc. will be paid for by the CONTRACTOR. This expense may include an OWNER'S representative.
- F. The ENGINEER's opinion shall be final and binding on the approved equal status for equality of any substituted item from that listed by manufacturer and/or manufacturer catalog number.
- G. Submittals for approval by ENGINEER shall include shop drawings, manufacturer's brochures and data sheets, samples where required such as paint, waterproofing, marking tape, wiring and cable; test reports, testing procedures, finishes, etc. Refer to Section 01340.
- H. Submittals shall be required, but not limited to, the following:
 - 1. Transformers.
 - 2. Wire and cable
 - 3. Conduit and fittings
 - 4. Boxes, covers and plates
 - 5. Branch circuit compression connectors
 - 6. Marking and identification devices

-
7. Grounding system
 8. Paint
 9. Lighting fixtures
 10. Panelboards
 11. Metering Equipment
 12. Miscellaneous as shown on drawings
 13. Lamps
 14. Poles

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

SECTION 16050
UTILITY SERVICE

PART 1 - GENERAL

1.01 Description

- A. Scope: Furnish all labor materials, equipment and incidentals required to provide electric utility service for the project from the serving utility. The services consist of one 4-wire services, 277/480-volt 3-Phase Services. In general, the following work shall be performed by the Contractor.
 - 1. Ball field complex secondary wiring from pad-mounted transformer service to all panels and devices. All lighting and miscellaneous components.
- B. Coordination: Contractor shall make all arrangements with regard to the service connections required. It shall be the responsibility of the Contractor to fully coordinate with the serving utility requirements.
- C. Work performed by others: The following work will be performed by the serving utility: Supply of distribution transformer and primary lines.

1.02 Quality Assurance

Work in connection with electric utility shall be done in strict conformance with the requirements of the serving utility.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 16111
CONDUIT AND FITTINGS

PART 1 - GENERAL

1.01 Description

- A. Metal conduit.
- B. Flexible metal conduit.
- C. Liquid-Tite flexible metal conduit.
- D. Non-metal conduit.
- E. PVC-coated metal conduit.
- F. Fittings and conduit bodies.

1.02 Related Sections

- A. Section 16130, Boxes.
- B. Section 16170, Grounding and Bonding.
- C. Section 16190, Supporting Devices.
- D. Section 16195, Electrical Identification.

1.03 References

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated
- B. ANSI/NEMA PB 1 – Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies.
- C. ANSI/NFPA 70 – National Electrical Code.
- D. NECA "Standard of Installation".
- E. NEMA RN 1 – Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- F. NEMA TC 2 – Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80)
- G. NEMA TC 3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.04 Design Requirements

Conduit Size: ANSI/NFPA 70 (unless noted otherwise on the drawings and contained herein.

1.05 Submittals

- A. Submit under provisions of Section 16010 and Section 01340, Shop Drawings, Project Data and Samples.
- B. Product Data: Provide for metallic conduit, Liquid-tite flexible metal conduit, non-metallic conduit, conduit bodies and fittings.

1.06 Project Record Documents

- A. Submit under provisions of Section 16010.
- B. Accurately record actual routing of all underground conduits and mark on record drawings.

1.07 Field Samples

- A. Provide under provisions of Section 16040.
- B. Provide field sample of PVC-coated steel conduit, one each at two feet long.
- C. Provide field sample of connectors and fittings.

1.08 Delivery, Storage and Handling

- A. Deliver, store, protect and handle products to site.
- B. Accept conduit on site. CONTRACTOR shall, prior to acceptance, inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.09 Project Conditions

- A. Verify all field measurements as required or shown on drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required parallel and perpendicular to structures.

PART 2 - PRODUCTS

2.01 Conduit Requirements

- A. All wiring shall be installed in conduit, including power and low voltage unless otherwise noted on drawings as Direct Burial.
- B. Minimum size conduit shall be as follows: 2-inch for power and branch circuit wiring, unless noted otherwise on the drawings.
- C. Conduit shall be installed in accordance with the following schedule:
 - 1. In all poured construction concrete, **thick** wall galvanized rigid steel conduit (GRC) or Schedule 80 PVC.
 - 2. In exposed locations outdoors: Galvanized thick wall rigid steel (GRC).
 - 3. Underground installations: Schedule 40 PVC.

2.02 Fittings

- A. Where conduits, 2-inch through 1-inch conduits, enter junction boxes, pullboxes, panels, cabinets, gutters, etc. use insulated throat connectors, Raco Cat. #1003 and 1004, Locknuts #1133 and 1134, insulated throat bushing and #1222, 1223, and 1224, insulated throat ground bushings for rigid conduit, Raco Cat. #2912, 2913, 2914, for EMT. Raco Cat. #3302, 3303, 3304 for flexible metal conduit. Raco Cat. 3512, 3513 and 3514 for Liquid-Tite connectors. Conduits 13-inch and above entering junction boxes, pullboxes, panels, cabinets, gutters, etc. shall have insulated throat grounding bushings equal to Raco Cat. #1225, 1226, 1228, 1230, 1232, 1234 and 1236.
- B. Only threaded joint connectors and malleable iron no thread compression box connectors shall be used on rigid conduit. No fittings requiring set screws or indoor type applications, including BM connectors, will be allowed.

2.03 Conduit Straps and Hangers

Two-hole push-on stamped straps Raco Cat. #2232, 2233, 2234, 2235, 2236 and 2238 for rigid conduit. These anchors shall be used on surface areas such as concrete, masonry, wide flange beams, columns and wood. All screws shall be stainless steel.

2.04 Expansion and Seal off Fittings

Install seal-off fittings where required by code or shown on the drawings for the job. Fittings shall be Crouse-Hinds Type EYS for vertical runs, Type EZS for horizontal and vertical runs, or Type EYS elbow seals, or approved equal in Killark or Appleton. All seals shall be properly installed using a non-hardening sealing compound and shall be sealed as soon as cable is installed.

2.05 Rigid Metal Conduit

- A. Manufacturers:
 - 1. Allied
 - 2. Wheatland

-
- 3. Republic
 - 4. Approved equal

B. Rigid Galvanized Steel Conduit (GRC): ANSI C801. UL 6.

2.06 PVC-Coated Metal Conduit

- A. Manufacturers:
 - 1. Robroy
 - 2. Approved equal.
- B. Description: NEMA RN1; rigid steel conduit with external and internal PVC coating, 20 mil, 0.05 mm thick.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB1; steel fittings with external and internal PVC coating to match conduit.

2.07 Liquid-tight Flexible Metal Conduit

- A. Manufacturers:
 - 1. Alfex
 - 2. Anamet
 - 3. AFC
 - 4. Approved equal
- B. Description: Interlocked aluminum construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB1.

2.08 Non-metallic Conduit

- A. Manufacturers:
 - 1. Carlon
 - 2. Approved equal
- B. Description: NEMA TC2; Schedule 40 PVC.
- C. Fittings and Conduit Bodies: NEMA TC3.

PART 3 - EXECUTION

3.01 Installation

- A. Install conduit in accordance with NECA "Standard of Installation".
- B. Install non-metallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.

-
- D. Support conduit using coated steel straps with stainless steel screws.
 - E. Fasten conduit supports to structures and surfaces under provisions of this section.
 - F. Do not support conduit with wire or perforated pipe straps in any type structure. Remove wire used for temporary supports.
 - G. Route all conduit, whether exposed or concealed, parallel and perpendicular to structures, etc.
 - H. Route conduit in and under slab or above ceiling from point-to-point.
 - I. Maintain 12-inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104E F. (40E C.).
 - J. Bring conduit to shoulder of fittings, fasten securely.
 - K. Join non-metallic conduit using cement as recommended by manufacturer. Wipe non-metallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
 - L. Use conduit hubs for sealing locknuts to fasten conduit to cast boxes. All conduit entering top or sides of all junction boxes, pullboxes, wiring gutters, etc., exposed to weather shall have myers hub connectors.
 - M. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch (50 mm) size. All bends shall be long radius. All field bends on conduit shall be made in accordance with tables in Article 346, NFPA 70.
 - N. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
 - O. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
 - P. Provide suitable nylon pull string or No. 14 AWG steel wire in each conduit except sleeves and nipples.
 - Q. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
 - R. Ground and bond conduit under provision of Section 16170.
 - S. Identify conduit under provisions of Section 16195.
 - T. All conduit male threads shall be coated with "General Electric" RTV silicone sealer where conduit is installed outdoors, in contact with concrete or earth.
 - U. All feeders shall be run in galvanized or sheradized thick wall rigid steel (GRC), or IMC.

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- V. All conduits shall be sized as noted on the drawings and contained therein. Where size is not shown, consult ENGINEER.
 - W. All upturned conduits shall be capped during construction rough-in to prevent moisture or debris from entering. Pull through each and every conduit a dry swab of sufficient size to remove any and all moisture. Seal all conduit terminations with GE Silicone or duct putty prior to final acceptance of the project.
 - X. Maximum length of flexible liquid-tite conduit shall not exceed 5 feet.
 - Y. Assure ground continuity on all branch circuitry conduits with two locknuts, one inside and one outside of all boxes, cabinets and gutters for rigid conduit.
 - Z. Conduit Curb:
 - 1. In concrete slabs or floors, provide a 2-inch high curb extending 2-inches from the outer surface of the conduit penetrating the floor, to prevent corrosion.
 - 2. Terminate conduit stub-ups in couplings, slightly above the finished concrete curb.
 - 3. Paint the stub-up with Scotch-Clad Protective Coating #1706 or equal, a minimum of 6-inches above and below the finished surface of the concrete.

3.02 Conduit Supports

Support conduits as follows:

- A. Galvanized rigid thick wall conduit (GRC), IMC and EMT, within three (3) feet of all outlet boxes, junction boxes, cabinets, gutters or fittings. Horizontally anchored at 10'-0" maximum intervals. Other spacings are noted on the plans.
- B. Liquid-tite flexible conduit (Sealtite), within 12 inches of all outlet boxes, junction boxes, cabinets, gutters or fittings and bends or turns. Horizontally anchored at 2-foot intervals. Minimum size permitted is 3/4-inch.

END OF SECTION

SECTION 16120
WIRE AND CABLE

PART 1 - GENERAL

1.01 Description

- A. Building wire.
- B. Cable including instrumentation, control, etc.
- C. Wiring connections and terminations.

1.02 References

- A. NEMA WC 3 – Rubber-insulated wire and cable for the transmission and distribution of electrical energy.
- B. NEMA WC 5 – Thermoplastic-insulated wire and cable for the transmission and distribution of electrical energy.

1.03 Submittals

- A. Submit manufacturer's product data under the provisions of Section 16010, Shop Drawings Submittal.
- B. Submit manufacturer's instructions.

PART 2 - PRODUCTS

2.01 Conductors

- A. Thermoplastic insulated building wire: NEMA WC5.
- B. Rubber insulated wire: NEMA WC3.
- C. Feeders and branch circuits: copper, stranded conductor, 600 volt insulation THHN-THWN in conduit.
- D. Service entrance cable: copper, stranded conductor, 600 volt insulation, THHN-THWN in conduit.

PART 3 - EXECUTION

3.01 General Wiring Methods

- A. Use no wire smaller than #12 AWG for power circuits and no smaller than #14 AWG for control wiring.
- B. Place an equal number of conductors for each phase of a circuit in same raceway or cable.
- C. Splice only in junction or outlet boxes.
- D. Neatly train and lace wiring inside boxes, equipment and panelboards.

3.02 Wiring Installation in Raceways

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricate for pulling #4 AWG and larger wires.
- B. Completely and thoroughly swab raceway system before installing conductors.

3.03 Cable Installation

Provide protection for exposed cables where subject to damage.

3.04 Wiring Connections and Terminations

- A. Splice only in accessible junction boxes.
- B. Thoroughly clean wires before installing lugs and connectors.
- C. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- D. Terminate spare conductors with electrical tape and wire nut.
- E. Splices in all junction boxes shall be made by the compression method. Crimp connectors shall be "Buchanan" Cat. #2006S, #2008S or #2011S with #2007, #2014 or #3007B caps or approved equal.

3.05 Field Quality Control

- A. Field inspection and testing will be performed under provisions of Section 16010.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Torque test conductor connections and terminations to manufacturer's recommended values.
- D. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.

3.06 Wire and Cable Installation Schedule

- A. Exterior Locations: Conductors in raceways.
- B. Underground Locations: Conductors in raceways.
- C. Color Coding (Power System): The following conductor color coding shall be used:

480Y/277-Volt System

Phase A – Brown
Phase B – Orange
Phase C – Yellow
Neutral – Gray
Equipment Ground – Green

240/120-V, 3-Wire, Single-Phase System

One Hot Leg – Black
One Hot Leg – Red
Neutral – White
Equipment Ground Green

208Y/120-Volt System

Phase A – Black
Phase A – Switch Leg – Gray
Phase B – Red
Phase B – Switch Leg – Pink
Phase C – Blue
Phase C – Switch Leg – Purple
Travelers – Yellow
Neutral – White
Equipment Ground – Green

END OF SECTION

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SECTION 16130

BOXES

PART 1 - GENERAL

1.01 Description

- A. Wall and ceiling outlet boxes.
- B. Pull and junction boxes.

1.02 Related Sections

- A. Section 16111, Conduit and Fittings.
- B. Section 16141, Wiring Devices.
- C. Section 16160, Cabinets and Enclosures.
- D. Section 16180, Equipment Wiring Systems.

1.03 References

- A. ANSI/NEMA FB 1 – Fittings and Supports for Conduit and Cable Assemblies.
- B. ANSI/NEMA OS 1 – Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- C. ANSI/NEMA OS 2 – Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- D. ANSI/NFPA 70 – National Electrical Code.
- E. NEMA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).

1.04 Project Record Documents

- A. Submit under provisions of Section 01720.
- B. Accurately record actual locations and mounting heights of outlet, pull, and junction boxes.

1.05 Regulatory Requirements

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.06 Project Conditions

- A. Verify field measurements as shown on Drawings.
- B. Verify locations of boxes and outlets in plant laboratory, offices and work areas prior to rough-in.
- C. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose. Include installation within 20 feet of location shown.

PART 2 - PRODUCTS

2.01 Outlet Boxes

- A. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized steel.
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2-inch or 3/4-inch male fixture studs where required.
 - 2. Only 4-inch square boxes with raised gang covers will be allowed.
- B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs as required.

2.02 Pull and Junction Boxes

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Surface-Mounted Cast Metal Box: NEMA 250, Type 3R; flat-flanged, surface-mounted junction box.
 - 1. Material: Cast aluminum.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- C. In-Ground or Concrete Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting.
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
 - 3. Cover Legend: ELECTRIC, COMM.

PART 3 - EXECUTION

3.01 Installation

- A. Install electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- B. Install electrical boxes to maintain headroom and to present neat mechanical appearance.

-
- C. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
 - D. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
 - E. Install boxes to preserve fire resistance rating of partitions and other elements.
 - F. Align adjacent wall-mounted outlet boxes for switches, thermostats, and similar devices with each other.
 - G. Use flush mounting outlet boxes in finished areas with raised gang covers.
 - H. Do not install flush mounting boxes back-to-back in walls; provide minimum 6 inch (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic rated walls.
 - I. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
 - J. Use stamped steel bridges to fasten flush mounting outlet box between studs. Span between studs.
 - K. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
 - L. Use adjustable steel channel fasteners for hung ceiling outlet box.
 - M. Do not fasten boxes to ceiling support wires.
 - N. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
 - O. Use gang box where more than one device is mounted together. Do not use sectional box.
 - P. Use gang box with plaster ring for single device outlets.
 - Q. Use cast outlet box in exterior locations exposed to the weather and wet locations.
 - R. Large Pull Boxes: Boxes larger than 100 cubic inches (1600 cubic centimeters) in volume or 12 inches (300 mm) in any dimension.
 - 1. Interior Dry Locations: Use hinged enclosure under provisions of Section 16160.
 - 2. Other Locations: Use surface-mounted cast metal box.

3.02 Interface with Other Products

- A. Coordinate installation of outlet box for mechanical equipment furnished under Division 15.
- B. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening. Use raised gang square covers.
- C. Coordinate mounting heights and locations of outlets mounted above counters, benches and

backsplashes.

- D. Position outlet boxes to locate luminaires as shown on drawings.

3.03 Adjusting

- A. Adjust flush-mounting outlets to make front flush with finished wall material. Maximum tolerance is 1/8-inch recess in finished wall.
- B. Install knockout closure in unused box opening.

END OF SECTION

SECTION 16140
WIRING DEVICES

PART 1 - GENERAL

1.01 Description

Furnish and install wiring devices as shown or noted on plans, including all required mounting hardware, etc.

PART 2 - PRODUCTS

2.01 Safety Switches

- A. Type: Horsepower rated, heavy-duty, single throw, three pole with visible blade and safety handle. Fused and/or unfused as specified elsewhere and/or designated on the Drawings and/or as required by NEC. Sized as required by NEC and/or as shown on the Drawings.
- B. Each switch shall have indented plastic phenolic sign (minimum 1/8-inch lettering) identifying load served with voltage and horsepower attached to switch with stainless steel screws.
- C. Enclosure: Painted Steel NEMA 3R for outdoor locations.
- D. Manufacturers:
 - 1. Square D Co.
 - 2. General Electric Co.
 - 3. Westinghouse.
 - 4. Or equal.

2.02 Receptacle

- A. Indoor Locations:
 - 1. Duplex grounding receptacle, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5362-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM62, by Harvey Hubbell Inc.
 - c. Or equal.
 - 2. Single grounding receptacle, corrosion resistant, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5361-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM61, by Harvey Hubbell Inc.
 - c. Or equal.
- B. Ground Fault Receptacle where Designated on the Drawings:
 - 1. Type: UL listed, 20 ampere, 125 volt AC, sensitivity of 5 mA, three wires, and weather-proof cover plates.
 - 2. Manufacturer:

-
- a. Hubbell, No. 6F-5362-GY with a 5221 cover plate.
 - b. Or equal.
 - C. Weatherproof Receptacle Where Designated on the Drawings: Type UL listed duplex grounding receptacle, corrosion resistant, two pole, three wire, 20 ampere, 125 volt AC, weather-proof cover plates.

2.03 Switches

- A. Indoor Non-Hazardous Locations:
 - 1. Single pole AC toggle switch, quiet type, 120/277 volt AC, 20 ampere, Brown, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC1 by Pass & Seymour, Inc
 - b. Cat. #CS 120 by Hubbell.
 - c. Or equal.
 - 2. Toggle switches of the three-way type shall be quiet type, 120/277 volt AC, 20 ampere, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC3 by Pass & Seymour, Inc.
 - b. #CS 320 by Hubbell.
 - c. Or equal.
 - 3. Toggle switches of the four-way type shall be of the same grade and manufacture as the single pole and three-way type.
 - 4. Toggle switches of the two-pole, single throw type shall be of the same grade and manufacturer as above.
- B. Horsepower-Rated Switches:
 - 1. Type: Toggle operated, horsepower rated with thermal overload protection.
 - 2. Enclosure: NEMA 1 for dry, indoor locations and NEMA 4 for outdoor and damp or wet indoor locations.
 - 3. Products and Manufacturers: Provide one of the following:
 - a. Type 609T by Allen-Bradley.
 - b. Class 2510 by Square D Co.
 - c. Or equal.

2.04 Fuses

- A. Type: Dual-element, current-limiting, UL Class RK5, 600 volts, unless otherwise noted or specified.
- B. Interrupting Capacities (UL Listed): 200,000 RMS amperes.
- C. Coordination:
 - 1. Coordinated for installation in existing and new equipment.
 - 2. Properly coordinated for size, type and rating as required for equipment and circuits to be protected.
- D. Repair Parts: One replacement fuse for each and every fuse installed under this Contract.

-
- E. Manufacturers: Provide products from one of the following:
1. Bussman Division, McGraw Edison Company.
 2. Gould Inc., Circuit Protection Division.
 3. Or equal.

2.05 Surge Protection Device

Surge protection device shall be Surge Suppression SDLB3 Series rated for 180KA or approved equal.

PART 3 - EXECUTION

3.01 Mounting

- A. Safety switches shall be mounted on structural frame with minimum of four points of attachment using stainless or galvanized steel hardware.
- B. Install one spare set of fuses inside fused switch enclosure attached to side.
- C. In non-hazardous locations, install wiring devices in outlet or device boxes.
- D. Mount wall switches four feet, zero inches above finished floor unless otherwise noted.

END OF SECTION

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SECTION 16160

CABINETS AND ENCLOSURES

PART 1 - GENERAL

1.01 Description

- A. Hinged cover enclosures
- B. Cabinets
- C. Mounting panel
- D. Terminal blocks and accessories

1.02 References

- A. NEMA 250 – Enclosures for electrical equipment (1,000 volts maximum).
- B. ANSI/NEMA ICS 1 – Industrial control and systems.
- C. ANSI/NEMA ICS 4 – Terminal blocks for industrial control equipment and systems.
- D. ANSI/NEMA ICS 6 – Enclosures for industrial control equipment and systems.
- E. UL 50 – Enclosures.

1.03 Submittals

- A. Submit shop drawings and product data under provisions of Sections 16010 and 01340, Shop Drawings Submittal.
- B. Shop Drawings for Equipment and Enclosure Panels: Include wiring schematic diagram, wiring diagram, outline drawings and construction diagram as described in ANSI/NEMA ICS 1.

PART 2 - PRODUCTS

2.01 Hinged Cover Enclosures

- A. Construction: NEMA 250; Type 3, steel, for indoor, NEMA 3R for outdoor installation.
- B. Finish: Dark gray, rust inhibitor.
- C. Covers: Continuous hinge, held closed by hasp and staple for padlock.

2.02 Cabinets

- A. Construction:
 - 1. 14-gauge G-90 grade galvanized steel
 - 2. Drip shield top and seam-free sides, front and back
 - 3. 16-gauge galvanized steel continuous hinge with stainless steel pin
 - 4. Cover fasteners with captive plated steel screws
 - 5. Hasp and staple for padlocking
 - 6. Knockouts in bottom
 - 7. Collar studs with back mounting panel
 - 8. Dark gray epoxy finish.
 - 9. Corrosion inhibitors
 - 10. Electric heater with thermostat where located outdoors
 - 11. Size: Verify size required with equipment to be housed or as noted on drawings.
- B. Manufacturer and Catalog No.: Hoffman Cat. No. scheduled with back panel or approved equal.

2.03 Terminal Blocks and Accessories

- A. Terminal Blocks: ANSI/NEMA ICS 4; UL listed.
- B. Power Terminals: Unit construction type, closed-back type, with tubular pressure screw connectors, rated 600 volts.
- C. Signal and control Terminals: Modular construction type, channel mounted; tubular pressure screw connectors, rated 300 volts.

PART 3 - EXECUTION

3.01 Installation

- A. Install cabinets and enclosures plumb; anchor securely to structural supports at each corner with galvanized bolts, nuts and Belleville washers.
- B. Install trim plumb.

END OF SECTION

SECTION 16170
GROUNDING AND BONDING SYSTEMS

PART 1 - GENERAL

1.01 Description

- A. Power system grounding.
- B. Electrical equipment and raceway grounding and bonding.
- C. Building ground grids.

1.02 System Description

- A. Ground the electrical service system neutral at service entrance equipment to grounding electrode.
- B. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground and connectors.

1.03 Submittals

- A. Submit maintenance and grid layout data and shop drawings under provisions of Sections 16010 and 01340.
- B. Indicate location of system grounding electrode connections and routing of grounding electrode conductor.

PART 2 - PRODUCTS

2.01 Materials

- A. Ground Rods: Copper-encased steel, 5/8-inch diameter, minimum length 10 feet.
- B. Ground Electrode Conductor: Size as noted on drawings with THHN-THWN insulation.
- C. Exothermic welds shall be as scheduled on the drawings.

PART 3 - EXECUTION

3.01 Installation

- A. Provide a separate, insulated equipment grounding conductor in branch circuits. Terminate each end on a grounding lug, bus or bushing.

-
- B. Connect grounding electrode conductors to ground electrode by exothermic weld using cable to rod connection.
 - C. Grounding Electrode: Use driven ground rod as shown on plans.
 - D. Use minimum #6 AWG copper conductor for communications service grounding conductor. Leave six feet (3 m) slack conductor at terminal cabinet or backboard.
 - E. Provide grounding and bonding at utility company's metering equipment.
 - F. Refer to drawings for schedule of exothermic connections.

3.02 Field Quality Control

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Measure ground resistance from system neutral connection at service entrance to convenient ground reference point using suitable ground testing equipment. Resistance shall not exceed 5 ohms. Where resistance exceeds 5 ohms, additional ground rods shall be driven. Top of all rods shall be minimum of 2'-0" below finish grade elevation.

END OF SECTION

SECTION 16180
EQUIPMENT WIRING SYSTEMS

PART 1 - GENERAL

1.01 Description

Make all final electrical connections to all equipment shown on drawings or required for a complete and operable system.

All final electrical connections shall be made in strict compliance with NPFA-70 National Electrical Code, latest edition.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16020, Codes and Standards.
- C. Section 16111, Conduit and Fittings.
- D. Section 16120, Wire and Cable.
- E. Section 16130, Boxes.
- F. Section 16170, Grounding and Bonding Systems.

1.03 Project Record Documents

Submit documents in accordance with provisions of Section 01720.

PART 2 - PRODUCTS

Products are listed under related sections of the specifications.

PART 3 - EXECUTION

3.01 Instructions

- A. Shall be installed in conduit where and as shown on the drawings and in accordance with drawings and specifications.
- B. Power connections shall be as follows:
 - 1. Run all conduits and wiring for all control systems specified on this project.
 - 2. Run circuits from Panel boards to all equipment and make final electrical connections.

END OF SECTION

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SECTION 16190
SUPPORTING DEVICES

PART 1 - GENERAL

1.01 Description

- A. Conduit and equipment supports.
- B. Fastening hardware.

1.02 Related Work

Refer to Sections 03200, 03250, 03300 and 03600.

1.03 Coordination

Coordinate size, shape and location of concrete pads with details on drawings and manufacturer's recommendations.

1.04 Quality Assurance

Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 - PRODUCTS

2.01 Material

- A. Support Channel: Galvanized.
- B. Hardware: Corrosion-resistant.

PART 3 - EXECUTION

3.01 Installation

- A. Fasten hanger rods, conduit clamps and outlet and junction boxes to structure using stainless steel screws and galvanized bolts, nuts and Bellville washers. Do not use spring steel clips and clamps.
- B. Do not fasten supports to conduit.
- C. Fabricate supports from steel angle and steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with Bellville washers under all nuts.

END OF SECTION

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SECTION 16195

ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 Description

- A. Nameplates.
- B. Wire and cable markers.

1.02 Related Work

Section 16010, General Requirements.

1.03 Submittals

- A. Submit shop drawings under provisions of Sections 16010 and 01340.
- B. Include schedule for nameplates.

PART 2 - PRODUCTS

2.01 Materials

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.

PART 3 - EXECUTION

3.01 Installation

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts and panels using stainless steel screws.

3.02 Wire Identification

Provide wire markers on each conductor in enclosures and at load connection. Identify with branch circuit number for power circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

3.03 Nameplate Engraving Schedule

Provide nameplates to identify all electrical distribution and control equipment and loads served. Letter Height: 1/8 inch (3 mm) for individual switches and loads served and 1/4 inch (6 mm) for control equipment panel identification unless noted otherwise.

END OF SECTION

SECTION 16402

UNDERGROUND ELECTRICAL SERVICE

PART 1 - GENERAL

1.01 Description

Underground secondary service.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16111, Conduit and Fittings.

1.03 System Description

This section defines the method and manner by which the underground service shall be installed.

1.04 Project Record Documents

- A. Submit documents under provisions of Section 16020.
- B. Accurately record all underground electrical service routing, showing dimensions from curbs, buildings, etc.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Trenching and Backfilling

Refer to Section 16010.

3.02 Laying Conduit

- A. Make bends with sweeps of not less than 48-inch radius or 5° angle couplings.
- B. Make a transition from non-metallic duct to rigid steel conduit ten feet from where duct banks enter structures, other than manholes or turn upward for continuation above grade.
- C. Install a warning ribbon approximately 18-inches below finished grade over all underground conduit carrying cables of 120 volts and higher. The identifying ribbon shall be a polyvinyl chloride tape, 3-inches wide, yellow color, permanently imprinted with "CAUTION BURIED ELECTRIC LINE BELOW" in black letters.

END OF SECTION

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SECTION 16461

DRY TYPE TRANSFORMERS

PART 1 - GENERAL

1.01 DESCRIPTION

Dry-type transformers for free-standing floor mounted or wall mounted.

1.02 RELATED WORK SPECIFIED ELSEWHERE

Section 16170 Grounding and Bonding Systems.

1.03 SUBMITTALS

Submit under provisions of Sections 16010 and 01340.

PART 2 - PRODUCTS

2.01 TRANSFORMERS

- A. Requirements for 208Y/120 volts shall be supplied by dry-type transformers furnished and installed where shown on drawings.
- B. Transformer shall be three-phase, connected 480-volt, three-phase Delta on primary side and 208Y/120-volt, three-phase, four-wire, 60 Hz on secondary side, 2-22% taps above and below nominal voltage.
- C. Transformers shall have 115EC. temperature rise above 40EC. ambient. All insulating materials to be in accordance with NEMA ST20 standards for 220EC., UL component recognized insulation system.
- D. Transformer coils shall be of the continuous wire wound construction and shall be impregnated with non-hygroscopic, thermosetting varnish. Each layer shall have end fillers, or tie-downs, to provide maximum mechanical strength. Materials must have a minimum of one year of proven field usage. Accelerated laboratory tests not acceptable in lieu of actual field experience. Insulation system used shall be component recognized by Underwriter's Laboratories. The coils shall also have a final wrap of electrical insulating material to prevent mechanical injury to the wire as well as increasing the electrical breakdown strength. Coils with exposed wire will not be accepted.
- E. Core shall be constructed of high grade, non-aging silicone steel with high magnetic permeability and low hysteresis and eddy current losses. Magnetic flux densities are to be kept well below the saturation point. The core laminations shall be clamped together with structural steel angles. The completed core and coil shall then be bolted to the base of the enclosure but isolated from the base of the enclosure by means of rubber, vibration-

absorbing mounts. There shall be no metal-to-metal contact between the core and coil and the enclosure. On transformers 500 KVA and smaller, the vibration isolating system shall be designed to provide a permanent fastening of the core and coil to the enclosure. Sound isolating systems requiring the completed removal of all fastening devices will not be acceptable.

- F. The entire transformer enclosure shall be degreased, cleaned, phosphatized, primed and finished with a gray, baked enamel.
- G. The core of the transformer shall be visibly grounded to the enclosure by means of flexible grounding conductor sized in accordance with applicable NEMA and NEC standards.
- H. Sound levels shall be guaranteed by the manufacturer not to exceed to the following:
 - 1. 25 to 50 KVA 45 DB
 - 2. 51 to 150 KVA 50 DB
- I. The transformer shall be listed by Underwriters' Laboratory for the specified temperature rise.
- J. Product and Manufacturer: Provide equipment manufactured by one of the following:
 - 1. Square D Company.
 - 2. General Electric Company.
 - 3. Westinghouse Electric Company.
 - 4. Or equal.

PART 3 - EXECUTION

3.01 FREE-STANDING TRANSFORMERS

- A. Mount on floor on minimum of 2-inch vibration neoprene pad.
- B. Electrical connections on each side shall be flexible metal conduit and wiring.

3.02 WALL-MOUNTED TRANSFORMERS

- A. Mount on wall with manufacturers recommended mounting devices.
- B. Electrical connections on each side shall be flexible metal conduit and wiring.

END OF SECTION

SECTION 16470

LIGHTING AND POWER PANELBOARDS

PART 1 - GENERAL

1.01 Description

Lighting and power panelboards.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16170, Grounding and Bonding Systems.
- C. Section 16195, Electrical Identification.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data indicating bussing, enclosure, circuit numbering, sizes, etc.

PART 2 - PRODUCTS

2.01 Panelboards

- A. Shall be dead-front construction with solderless pressure terminals.
- B. Main and neutral busses shall be of capacity scheduled on drawings. Bussing shall be tin-plated, copper-based on maximum current density in accordance with UL Standard 891.
- C. Complete typewritten directory with transparent plastic cover inside of door. All panels shall be identified as they are designated on the drawings by 3/4-inch plastic phenolic sign with 1/4-inch indented letters on front face of panel attached with minimum of two (2) screws.
- D. Trim and door with lock and catch with two (2) keys. Keys shall be common to all panelboards.
- E. Circuit Breakers:
 - 1. Circuit breakers shall be quickmake and quickbreak on manual or automatic operation, with minimum interrupting capacity of 10,000 amps RMS symmetrical.
 - 2. Breakers shall be trip-free. Each breaker shall have trip indication independent of the ON or OFF positions.
 - 3. All breakers shall be UL listed and meet NEMA Standards Publication No. AB1 and Federal Specification No. WOCO375a and any amendments to the above where applicable.

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4. All breakers shall be calibrated for operation in an ambient temperature of 40E C.
 5. All two- and three-pole breakers shall be common trip.
 6. Automatic operation of the circuit breaker shall be obtained by means of thermal and/or magnetic tripping devices located in each pole. Thermal devices shall provide the time-delay tripping on overloads and the magnetic device shall provide instantaneous tripping on short circuits.
 7. All breakers shall be bolt-on type.

PART 3 - EXECUTION

3.01 Installation

- A. Panels shall be securely mounted with through bolts, anchors or other approved means.
- B. Mount all panelboards with top breaker handle not more than 6'-6" above finish floor.
- C. Connect the phase wires of three (and/or four) wire home runs to breakers connected to separate phase busses of the panelboard. Panelboard circuits shall be numbers in sequence vertically and all circuits shall appear in the panel exactly as they are shown on the drawings.
All branch circuit neutral connections shall be identified by adhesive number tags to identify with their branch circuit phase conductors where neutral connections connect to the panel neutral bus.
- D. Neutrals and equipment ground conductors shall not be connected together in any panel beyond service entrance main.
- E. No two ungrounded conductors shall be connected to the same circuit breaker terminal.
- F. There shall be no splicing of conductors in panelboards.
- G. Panelboards shall be as scheduled on the drawings and as manufactured by Square D Company, Type NQOD, or approved equal.

END OF SECTION

SECTION 16501

LAMPS

PART 1 - GENERAL

1.01 Description

Lighting fixture lamps.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16510, Exterior Lighting System.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data sheets showing manufacturer, wattage, type, lumens and general characteristics of each type lamp.

PART 2 - PRODUCTS

2.01 Drivers For LED Fixtures

- A. Electronic Driver for LED Fixtures: Comply with UL 1310 Class 2 requirements for dry and damp locations. Include the following features unless otherwise indicated:
 - 1. Rated for 50,000 hours of life, unless otherwise noted.
 - 2. Sound Rating: Class A.
 - 3. Total Harmonic Distortion Rating: 15 percent or less.
 - 4. Current Crest Factor: 1.5 or less.

2.02 LED Fixtures

- A. Except as otherwise indicated, provide LED luminaires, of types and sizes indicated on fixture schedules.
- B. Include the following features unless otherwise indicated:
 - 1. Each Luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array, and electronic driver (power supply).
 - 2. Each luminaire shall be rated for a minimum operational life of 50,000 hours utilizing a minimum ambient temperature of (25°C).
 - 3. Light Emitting Diodes tested under LM-80 Standards for a minimum of 12,000 hours.
 - 4. Color Rendering Index (CRI) of 82 at a minimum.
 - 5. Color temperature 3500 K, unless otherwise indicated.
 - 6. Fixture efficacy of 60 Lumens/Watt, minimum.

-
7. 25-year luminaire warranty, minimum.
 8. Photometry must comply with IESNA LM-79.
 9. The individual LEDs shall be constructed such that a catastrophic loss of the failure of one LED will not result in the loss of the entire luminaire.
- C. Technical Requirements
1. Luminaire shall have a minimum efficacy of 60 lumens per watt. The luminaire shall not consume power in the off state.
 2. Operation Voltage: The luminaire shall operate from a 50 HZ to 60 HZ AC line over a voltage of 480 VAC. The fluctuations of line voltage shall have no visible effect on the luminous output.
 3. Power Factor: The luminaire shall have a power factor of 0.9 or greater.
 4. THD: Total harmonic distortion (current and voltage) induced into an AC power line by a luminaire shall not exceed 15 percent.
 5. Operational Performance: The LED circuitry shall prevent visible flicker to the unaided eye over the voltage range specified above.
- D. Thermal Management
1. The thermal management (of the heat generated by the LEDs) shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life.
 2. The LED manufacturer's maximum thermal pad temperature for the expected life shall not be exceeded.
 3. Thermal management shall be passive by design. The use of fans or other mechanical devices shall not be allowed.
 4. The luminaire shall have a minimum heat sink surface such that LED manufacturer's maximum junction temperature is not exceeded at maximum rated ambient temperature.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Lighting fixtures: Set level, plumb, and square with ceilings and walls. Install lamps in each fixture.
- B. Comply with NFPA 70 for minimum fixture supports.
- C. Suspended Lighting Fixture Support:
1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

END OF SECTION

SECTION 16520

FIELD LIGHTING SYSTEM

PART 1 - GENERAL

1.01 Description

A. Instructions

1. The fields shall be lighted with 1500-watt LED fixtures at top of pole and 575-watt up light at 16 feet above grade on precast concrete base with galvanized steel pole.
2. Lighting levels shall be as given below and are average maintained values assuming yearly cleaning of fixtures and a LLF of 0.95.
Soccer Fields – 50 FC
Levels shall have average to minimum ratios not to exceed 1.4 for the soccer fields.
3. The quantities indicated on the drawings shall be minimum required. If successful manufacturer determines additional fixtures are required to meet criteria, the fixtures will be furnished including all mounting and electrical service necessary.
4. Manufacturer shall supply with shop drawings a complete field layout with aiming diagram and FC plot.
5. Fixtures shall be MUSCO or equal.
6. Manufacturer will supply all drivers and supporting electrical equipment.
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
7. Precast concrete base with galvanized steel pole to be round tapered, designed to withstand 130-mph basic wind speed (3-second gust). Pole height to be as required to establish minimum fixture mounting height. Manufacturer to be approved by Engineer. Poles to have manufacturer-furnished wiring hubs and mounting screw holes for equipment shown on the drawings. The poles shall comply with ASTM C 1089 and AASHTD LTS-5, 2009.
8. After final installation, a footcandle plot shall be made by Contractor using approved meter. This plot to be given to Engineer. After Engineer determines all is ready, a final check shall be made by Engineer to verify all values.
9. Final aiming may be required to be done with Engineer present and may occur at night. Contractor shall include these costs in his bid.
10. All components of the poles, including cross arms and fixtures, shall be rated for 125-mph basic wind speed (3-second gust).
11. Cross arms shall be tubular steel.
12. The lighting control panel shall contain the following items for operation of the field lighting:
 - a. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
 - b. Lighting contactor cabinet(s) constructed of MEMA Type 4 aluminum,

designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

- c. Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, fax, email).
- d. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- e. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- f. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility.
 - 2. Report hours saved by using early off and push buttons by users.
- g. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- h. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16540

AUTOMATED SPORTS BROADCASTING

PART 1 - GENERAL

1.01 Summary

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the automated sports broadcasting system performance and design standards for Tatum Park Fields 16 and 18. The manufacturer / contractor shall supply equipment to meet or exceed the standards set forth in these specifications.
- C. The automated sports broadcasting system will be for the following venues:
 - 1. Soccer Field 16 and 18
- D. The primary goals of this project are:
 - 1. Video/Audio Capture: Provide the design and supply of a complete video system including pole structure, foundation system, poletop camera assembly, electrical component enclosure for networking equipment, wire harnessing, and all required mounting brackets and associated hardware.
 - 2. Connect: Design and supply the onsite data network for the video system including automated alerts for network and/ or camera outages.
 - 3. Automated production: Provide an automated video production solution that can analyze game play and produce a broadcast including automated camera switching and/or automated pan.
 - 4. Distribution of video content: Provide a video distribution portal to allow viewers to find and watch broadcasts on a computer, mobile device, or smart TV. System must include subscription options, payment processing system, and revenue sharing agreement.
 - 5. Ease of Operation: Provide a web-based broadcast management tool that allows facility owner to enter broadcast schedules.

PART 2 - PRODUCT

2.01 Automated Sports Broadcasting System Construction

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All cameras, wire harnesses, networking equipment, and enclosures shall be factory assembled, wired, and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the camera, pole, or

electrical components enclosure.

C. System Description: Automated sports broadcasting system shall consist of the following:

1. Pole Structures

- a. Galvanized Steel Poles: Camera systems mounted on galvanized steel poles shall use precast concrete foundations. See Section 2.4 for details.
 - i. For a foundation using a pre-stressed concrete base embedded in concrete backfill, the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. Pole erection may occur once concrete backfill achieves a minimum compressive strength of 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - ii. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or reinforced pier design, pole erection may occur after 7 days or after a concrete sample from the same batch achieves minimum required compressive strength per engineering designs.

2. Camera Equipment: Manufacturer will supply all cameras, including supporting software and electrical equipment.

- a. Optics: System should provide various optical configurations, with wide (180 degrees), medium, or narrow viewing angles. The narrow viewing angle for baseball outfield applications shall have either optical or zoom capabilities to capture a narrow shot from 20 feet on either side of the batter's box. See site layout for location specific optical requirements.
- b. Image Processing
 - i. Image Stitching: If multi-sensor cameras are utilized, the system shall be capable of stitching the images together to provide seamless image in regard to resolution, color, and angle to provide broadcast quality image.
 - ii. Image De-warping: In order to provide a broadcast quality image, the system shall correct for lens barrel distortion. This applies to both single sensor and multi-sensor cameras.
- c. Audio
 - i. Ambient Microphone: System must include one microphone for capturing ambient sound.

3. Electrical Components Enclosure: System shall include electrical components enclosure for any electric or electronic equipment including networking equipment, power supplies, surge suppression, or other required equipment.

4. Wire harness complete with plug-in connections for fast, trouble-free installation.

5. Equipment required for remote management and diagnostics. (See Section 2.3)

6. For steel poles, manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

- a. Integrated grounding via concrete encased electrode grounding system.
- b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes

and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

D. Safety: All system components shall be UL listed for the appropriate application.

2.02 Automation

- A. Broadcast Production: To provide the best view of game play and create an exciting broadcast, the system must include all hardware and software required for one or both of the following:
1. Automated camera switching: The system shall be capable of analyzing game play and automatically switching cameras based on game action.
 2. Automated camera control: The system shall be capable of following play and digitally panning the camera based on game play.

2.03 Video Distribution

- A. Manufacturer shall provide a full featured viewing platform including:
1. Resolution: Streaming content must be 720p resolution minimum
 2. Content Viewing: Content shall be available in three different formats:
 - a. Live Viewing
 - b. On-Demand Viewing: Broadcasts must be recorded, stored, and available for on-demand viewing for a period of at least three (3) months after live broadcast
 - c. Broadcast Download: Recorded broadcasts must be available for download to viewer's local device storage
 3. Video Player Controls
 - a. Play, Pause, Rewind, Fast Forward
 4. Payment system: System shall have a payment system allowing viewers to purchase subscriptions to access content. The system shall be capable of processing credit card transactions.
 5. Viewing Platforms: All functions should be available on the following platforms
 - a. Website
 - b. Mobile Application for IOS and Android
 - c. Content Applications
 - i. Apple TV
 - ii. Android TV
 - iii. Roku
 - iv. Amazon Fire

2.04 Control

- A. Remote Control System: System shall allow owner and users with a security code to schedule broadcasts via a web site, telephone, fax, mobile device, or email up to ten years in advance. Equipment manufacturer will provide a mobile application suitable for IOS and Android devices. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

- B. Remote Monitoring System: System shall monitor broadcast and notify manufacturer if a camera or network outage is detected so that appropriate maintenance can be scheduled.
- C. Management Tools: Manufacturer shall provide a web-based database of actual usage and provide reports.
- D. Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field video system that is readily accessible to the owner.
2. Communication Costs: The facility owner is responsible for internet communication cost to the network enclosure and will supply a bandwidth of 15 Mbps upload and download.
- E. Streaming hours: The manufacturer shall supply 750 streaming hours for each field or court with installed equipment. The control system shall be capable of:
1. Reporting current balance and usage of streaming hours
 2. Notification when remaining streaming hours fall below set point

2.05 Electrical

- A. Electric Power Requirements for control cabinet and camera equipment:
1. Line Voltage
 - a. Electric power: 120 Volt, Single Phase
 - b. Maximum total voltage drop: Voltage drop between distribution panel and broadcasting equipment shall not exceed three (3) percent of the rated voltage.
 2. Power over Ethernet: Cameras remote from power may utilize power over ethernet with wire run distance of 300’ or less.

2.06 Structural Parameters

- A. Wind Loads: Wind loads shall be based on the 2018 International Building Code. Wind loads to be calculated using ASCE 7-16, an ultimate design wind speed of 140 mph and exposure category C.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2013 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6).
- C. If no geotechnical report is available, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.

PART 3 - EXECUTION

3.01 Soil Quality Control

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of Mississippi for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.02 Delivery Timing

- A. Delivery Timing Equipment On-Site: The equipment must be on-site 10-12 weeks from receipt of approved submittals and receipt of complete order information.

3.03 Field Quality Control

- A. If in the opinion of the owner, or owner's representative, the video system provided does not meet this specification, manufacturer is responsible for any necessary repairs or alterations, up to and including replacement of the entire video system.

3.04 Warranty And Guarantee

- A. 5-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 5 years from the date of shipment for all parts and labor. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

END OF SECTION

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ADVERTISEMENT FOR BIDS

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **April 13**, 2023 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of lighting at Tatum Park Fields 16 and 18. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

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

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

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

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

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

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

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

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

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

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: Geoffrey.crosby@neel-schaffer.com. Geoffrey Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 12, 2023

March 19, 2023



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sid Gonsoulin
cc:
Date: Tuesday, March 7, 2023
Re: Approve Plans and Specifications for the Tatum Park - Fields 16, 18 and Common Area Project and authorize advertisement for bids.
File Number: 2023-163
Minute Book #

Summary

Approve Plans and Specifications for the Tatum Park - Fields 16, 18 and Common Area Project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 7, 2023 City Council meeting for consideration.

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

**TATUM PARK – FIELDS 16, 18, AND
COMMON AREA**

FOR THE

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



FEBRUARY 2023

PREPARED BY



2-27-23



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **April 13**, 2023 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing artificial turf (Field 16) and natural turf (Field 18) fields at Tatum Park. Work includes fencing, irrigation, and drainage improvements. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

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

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

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

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

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

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

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

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

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

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: austin.lovitt@neel-schaffer.com. Austin Lovitt, ASLA – Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 12, 2023

March 19, 2023

INSTRUCTIONS TO BIDDERS

TATUM PARK – FIELDS 16, 18, AND COMMON AREA CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded and/or supplemented by the technical specifications and special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted on the forms furnished by the Owner and the envelope (if not submitted electronically) containing the Proposals must be addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope (if not submitted electronically) containing the Proposal shall bear the inscription:

**SEALED BID FOR: TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms as stipulated in the "Advertisement for Bids." Charges are not set by the Engineer but by the website.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will

be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a

Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to

have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

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

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items.

28. COORDINATION BETWEEN CONTACTORS

The Bidder's attention is hereby called to Subsection 105.07, Cooperation between Contractors, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction. The bidder is advised that the Tatum Park Fields 16 and 18 Lighting Project is currently under construction. Work is begin done on both Fields 16 and 18. The Contractor shall cooperate in all respects and shall coordinate construction of all phases of work with the Contractor on the Fields 16 and 18 Lighting Project.

29. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within **90** consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

30. STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY

Prior to commencement of work, the Contractor shall execute and deliver to the Engineer an original signed copy of the Large Construction Notice of Intent (LCNOI) Prime Contractor Certification and an Erosion Control Plan for review. The executed Prime Contractor Certification shall be prima facie evidence that the Contractor has examined the permit and is satisfied as to the terms and conditions contained therein, and that the Contractor assumes full responsibility for meeting all permit terms and conditions.

Contractor shall make weekly inspections according to section 2270 of these specifications. Securing a permit for storm water discharge associated with the Contractor's activity shall be the responsibility of the Contractor.

BIDDER'S PROPOSAL

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

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BIDDER'S PROPOSAL

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Tatum Park – Fields 16, 18, and Common Area

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and

other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-B	SITE DEMOLITION, (INC. CLEARING AND GRUBBING)	1	LUMP SUM	XXXX	
202-B	REMOVE AND RESET BOLLARDS	5	EACH		
202-B	REMOVAL OF DRAINAGE INLETS, ALL TYPES	1	EACH		
202-B	REMOVAL OF DRAINAGE PIPE, ALL TYPES, ALL SIZES	4	LIN. FT.		
907-242-PP	MODIFY EXISTING INLET, PER PLANS	2	EACH		
203-G	EXCESS EXCAVATION, FM, AH	7750	CU. YD.		
203-B	UNCLASSIFIED EXCAVATION, FM, AH	620	CU. YD.		
203-EX	BORROW EXCAVATION, AH, FME	7750	CU. YD.		
907-258-A	TEMPORARY EROSION CONTROL	1	LUMP SUM	XXXX	
907-242-PP	CONSTRUCTION OF SYNTHETIC TURF SYSTEM (INC. ROCK BASE, INFILL, LINER, & TURF)	109,530	SQ. FT.		
907242-PP	NATURAL GRASS - FIELD 18 (INCLUDING 6" SAND BASE, 4" GRAVEL BASE & ROLLED SOD)	12,820	SQ. YD.		
216-A	SOLID SODDING	10,550	SQ. YD.		
608-B	CONCRETE SIDEWALK, WITH REINFORCEMENT	580	SQ. YD.		
907-607-PP	FENCING - 4' H BLACK VINYL CHAIN LINK, PER PLANS	2690	LIN. FT.		
907-607-PP	FENCING - 6' H BLACK VINYL CHAIN LINK, PER PLANS	200	LIN. FT.		
907-607-PP	MAINTENANCE DOUBLE GATE - 5' H X 8' W BLACK VINYL CHAIN LINK, PER PLANS	3	EACH		

00300-4

907-607-PP	PEDESTRIAN SINGLE GATE - 5' H X 4' W BLACK VINYL CHAIN LINK, PER PLANS	6	EACH		
907-609-PP	12" X 8" CONCRETE MAINTENANCE STRIP (INC. FOOTING FOR EACH FENCE POST BELOW TYPICAL DEPTH), PER PLANS	2940	LIN. FT.		
907-242-PP	MULTI SPORTS BACKSTOP & NETTING SYSTEM -20' H X 40' L (INC. POSTS, FOOTING, NETTING & ATTACHMENTS), PER PLANS	4	EACH		
907-282-A	IRRIGATION SYSTEM	1	LUMP SUM	XXXX	
603-PE	4" CORRUGATED PLASTIC PIPE, (INC. SELECT BACKFILL, PERFORATION, STRUCTURE EXCAVATION)	10,279	LIN. FT.		
603-PE	12" CORRUGATED PLASTIC PIPE, (INC. SELECT BACKFILL, PERFORATION, STRUCTURE EXCAVATION)	1500	LIN. FT.		
907-603-PP	30" POLYETHYLENE DRAIN BASIN	3	EACH		
699-A	ROADWAY CONSTRUCTION STAKES	1	LUMP SUM	XXXX	
307-D	LIME	690	TONS		
307-C	12" SOIL-LIME-WATER MIXING, CLASS C	25,350	SQ. YD.		
620-A	MOBILIZATION	1	LUMP SUM	XXXX	
907-242-PP	SMALL LOGO'S, STANDARD COLORS, PER PLANS	2	EACH		
TOTAL BASE BID \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____)
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20____.

Our corporation is chartered under the Laws of the state of _____ and the names,
titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Tatum Park – Fields 16, 18, and Common Area" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any

and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most
current list (Circular 570 as amended) and be authorized to transact business in the State
where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Tatum Park – Fields 16, 18, and Common Area
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Austin Lovitt, ASLA
Project Manager

c: Hunter White
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ OWNER _____ DATE _____	

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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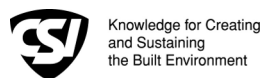
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

Determining regular and seasonal rainfall amounts is based on historical rainfall data for events greater than 0.10 inches plus an approximate amount of assumed wet conditions resulting from these. Isolated rainfall events less than 0.10 inches are not considered as an impact to construction activities. The following table provides weather impact days per month which will be considered as regular and seasonal rainfall for the project area.

Historical Rainfall Data												
Month	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Average Rain Days	8	8	8	7	7	8	8	8	6	4	5	8

The frequency of rain and weather impact days during the project must exceed the averages shown in the table to be considered as abnormal. The weather impact delays shall be compared on a monthly basis.

11. Payments to **CONTRACTOR**

Paragraph 14.02.A, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.

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- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.
13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Final Completion of the work.

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$750** for each consecutive calendar day after the time stipulated for Final Completion of the work. The actual costs includes, but is not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

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- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

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- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
 - B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

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5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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- 2 To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
- A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the Product specified.
 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 02270

SLOPE PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.01 Section Includes

- A. Temporary and permanent erosion control systems.
- B. Slope Protection Systems.

1.02 Related Sections

- A. Section 234, Silt Fence
- B. Section 907-237, Wattles
- C. Section 907-246, Sandbags and Rockbags
- D. Erosion Control Details
- E. Construction Requirements

1.03 Permits

- A. Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

1.04 Environmental Requirements

The contractor shall meet the requirements of The USDA/Mississippi "Planning and Design Manual for the Control of Erosion, Sediment, and Stormwater" (first edition – April 1994) in addition to the Field Manual for Erosion and Sediment Control on Construction Site in Mississippi (second edition – 2005) in the implementation of erosion and sediment controls to protect adjacent properties and water resources from erosion and sediment damage throughout the life of the contract.

The maximum total acreage that can be disturbed, at one time, on the project is NINETEEN (19) acres. The Contractor shall be required to "stabilize" disturbed areas prior to opening up additional sections of the project. "Stabilized" shall be when the disturbed area has been grassed either temporary or permanent, and mulched according to the specifications. Disturbed areas include, but not limited to, roadbeds, slopes, and other remaining areas within the project limits.

PART 2 - PRODUCTS

2.01 Materials

- A. Quick growing grasses such as wheat, rye or oats (See Section 02900).
- B. Hay or straw bales.
- C. Fencing for siltation control as specified on the plans.
- D. Curlex blankets by American Excelsior Company or approved equal.
- E. Temporary mulches such as loose hay, straw, netting, wood cellulose or agricultural silage.
- F. Wattles
- G. Triangular Silt Dikes
- H. Sandbags
- I. Inlet Siltation Guards.
- J. Silt Basins
- K. Turbidity Barriers.
- L. Erosion and Siltation Control Plan

PART 3 - EXECUTION

3.01 Preparation

- A. Review site Erosion Control Plan. The Contractor shall submit to the Project Engineer for approval, a comprehensive Erosion and Siltation Control Plan utilizing temporary measures and permanent erosion control features to provide acceptable controls during all stages of construction.
- B. Erosion Control Plan (ECP) shall include (at a minimum) the following:
 - Plan sheets, 11"x17" or larger, of all areas within project site, showing locations of all temporary/permanent erosion control devices.
 - Detailed description of the proposed sequence of operations, but not limited to, clearing and grubbing, excavation, drainage, and structure installation.
 - Detailed description of best management practices (BMP) to be used to prevent siltation and erosion during sequence of operations.
 - A copy of the Certification for the Contractor's Certified Erosion Control Person whose primary duty shall be monitoring and maintaining the effectiveness of the ECP and compliance with the NPDES permit requirements. (THE CONTRACTOR'S SUPERINTENDENT CANNOT BE THE CERTIFIED EROSION CONTROL PERSON.)
 - Plan for disposal of waste materials within the project site which shall include but

not be limited to:

- Containment and disposal of materials from the cleaning (washing out) of concrete trucks that are delivering concrete to the project site.
 - Containment and disposal of fuel/petroleum materials at staging areas on the project.
 - The ECP shall be maintained for review on the project site at all times, updated as work progresses to show changes due to revisions in the sequences of construction operations, replacement of inadequate BMPs, and the maintenance of BMPs. Work shall not be started until and ECP has been approved by the Engineer. The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the ECP, updates to the ECP, and/or proper maintenance of the BMPs.
- C. Deficiencies or changes in the Erosion Control Plan as it is applied to current conditions will be brought to the attention of the Engineer for remedial action.

3.02 Erosion Control and Slope Protection Implementation

- A. Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas as directed by the Engineer.
- B. Contractor shall make inspections and shall furnish the Engineer with the results of each weekly inspection as soon as possible following the date of the inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form. The contractor's representative and the Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. Securing a permit for storm water discharge associated with the Contractor's activity shall be the responsibility of the Contractor. Contractor shall provide, set up, and read an on-site rain gauge.
- C. The engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct the contractor to provide immediate permanent or temporary pollution control measures. The contractor will be required to incorporate all permanent erosion control features into the project at the earliest practical time to minimize the need for temporary controls. Cut slopes shall be permanently seeded and mulched as the excavation proceeds to the extent considered desirable and practical.
- D. The temporary erosion control systems installed by the contractor shall be maintained as directed by the engineer to control siltation at all times during the life of the contract. The contractor must respond to any maintenance or additional work ordered by the engineer within a 48-hour period.
- E. Disturbed areas that remain inactive for a period of more than thirty (30) days shall be temporary grassed and mulched. Temporary grassing and mulching shall be included in other items of work.

****END OF SECTION****

SPECIAL PROVISION 907-242-1

ARTIFICIAL TURF – SLIT-FILM 2.25”

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, tools, and equipment necessary to install slit-film artificial grass as indicated on the plans and as specified herein; including components and accessories required for a complete installation including but not limited to:
 - 1. Acceptance of prepared sub-base.
 - 2. Coordination with related trades to ensure a complete, integrated, and timely installation: Aggregate base course, sub-base material (tested for permeability), grading and compacting, piping and drain components (when required); as provided under its respective trade section.

1.2 RELATED SECTIONS

- A. Section 00 0000 – Site Preparation
- B. Section 31 23 00 – Excavation and Fill
- C. Section 31 23 16 – Excavation
- D. Section Series 31 23 23 – Fill
- E. Section 31 23 23.13 – Backfill
- F. Section Series 32 13 23 – Aggregate Base Courses
- G. Section 12 93 00 – Site Furnishings

1.3 REFERENCE STANDARDS

- A. FM Factory Mutual
 - 1. P7825 - Approval Guide; Factory Mutual Research Corporation; current edition
- B. ASTM – American Society for Testing and Materials.
 - 1. D1577 - Standard Test Method for Linear Density of Textile Fiber
 - 2. D5848 - Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering
 - 3. D1338 - Standard Test Method for Tuft Bind of Pile Yarn Floor Covering
 - 4. D1682 - Standard Method of Test for Breaking Load and Elongation of Textile Fabrics
 - 5. D5034 - Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (Grab Test)
 - 6. F1015 - Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces
 - 7. D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
 - 8. D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
 - 9. F355 - Standard Test Method for Shock-Absorbing Properties of Playing Surfaces.

10. F1936 - Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field

1.4 SUBMITTALS

- A. Substitutions: Other products are acceptable if in compliance with all requirements of these specifications. Submit alternate products to Architect for approval a minimum of ten (10) days prior to bidding in accordance Section 01 25 13, Product Substitution Procedures.
 - 1. Provide substantiation that proposed system does not violate any other manufacturer's patents, patents allowed or patents pending.
 - 2. Provide a sample copy of insured, non-prorated warranty, and insurance policy information.
- B. Comply with Section 01 33 00, Submittals Procedures. Submit for approval prior to fabrication.
- C. Shop Drawings:
 - 1. Indicate field layout; field marking plan and details for the specified sports, i.e., NCAA Football; roll/seaming layout; methods of attachment, field openings and perimeter conditions.
 - 2. Show installation methods and construction indicating field verified conditions, clearances, measurements, terminations, drainage.
 - 3. Provide joint submission with related trades when requested by Architect.
- D. Product Data:
 - 1. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications; preparation and installation instructions and recommendations; storage, handling requirements and recommendations.
 - 2. Submit fiber manufacturer's name, type of fiber and composition of fiber.
 - 3. Submit data in sufficient detail to indicate compliance with the contract documents.
 - 4. Submit manufacturer's instructions for installation.
 - 5. Submit manufacturer's instructions for maintenance for the proper care and preventative maintenance of the synthetic turf system, including painting and markings.
- E. Samples: Submit a synthetic turf sample, 12 x 12 inches, representing each turf carpet portion of the product proposed for this project.
- F. Product Certification:
 - 1. Submit manufacturer's certification that products and materials comply with requirements of the specifications.
 - 2. Submit test results indicating compliance with Reference Standards.
- G. Project Record Documents: Record actual locations of seams, drains and other pertinent information in accordance with Specifications and General Requirements.
- H. List of existing installations: Submit list including respective Owner's representative and telephone number.
- I. Warranties: Submit warranty and ensure that forms have been completed in Owner's name and registered with approved manufacturer.

- J. Submit Bills of Lading/Material Delivery Receipts for synthetic turf infill materials. Bills of lading shall bear the name of the project/delivery address, quantity of materials delivered, source/location of origin of infill materials and/or manufacturer, and date of delivery.
- K. Testing Certification: Submit certified copies of independent (third-party) laboratory reports on ASTM testing:
 - 1. Pile Height, Face Weight & Total Fabric Weight, ASTM D5848.
 - 2. Primary & Secondary Backing Weights, ASTM D5848.
 - 3. Tuft Bind, ASTM D1335.
 - 4. Grab Tear Strength, ASTM D1682 or D5034.
 - 5. Water Permeability, ASTM D4491
- L. The Turf Vendor shall submit a document holding the Owner and its representatives harmless as to any liability and or costs of any type, including but not limited to legal costs, royalties, replacement costs, etc. associated with any claim by the Turf Vendor or others associated and with any patents or infringements of any current or future patent issued for the synthetic turf product, infill materials, installation methods or drainage characteristics. It is not the intent of these documents to promote or induce the use of intellectual property belonging to others or promote infringement of any known or currently not known patents, licenses, or rights of others.

1.5 QUALITY ASSURANCE

- A. Comply with Section 01 43 00, Quality Assurance.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section. The turf contractor and/or the turf manufacturer:
 - 1. Shall be experienced in the manufacture and installation of slit-film grass turf for a minimum of three years. This includes use of a slit-film fiber, and the installation method.
 - 2. The manufacturer shall have ISO 9001, ISO 14001, and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment, and safety management systems.
 - 3. Shall have 2000 fields in North America, each field being 65,000 ft² or more.
 - 4. Turf manufacturer shall have installed a minimum of 100 fields that are at least 8 years old, which is equal to the respective warranty period.
 - 5. The manufacturer must be a FIFA Preferred Producer and a FIFA Licensee.
 - 6. Shall have a minimum of five (5) FIFA Quality Pro recommend fields in North America.
 - 7. Shall have a minimum of five (5) MLS game and/or practice fields in play for the previous year.
 - 8. Shall have a minimum of five (5) NFL game and/or practice fields in play for the previous year.
 - 9. Shall have a minimum of twenty-five (25) NCAA Division 1 game and/or practice fields in play for the previous year (Football or Soccer).
 - 10. Manufacturer must **provide proof with the bid** that its turf systems have been subject to long-term, independent, epidemiological, and peer-reviewed studies proving its ability to provide for a safe playing surface.

11. The proposed fiber and turf carpet being proposed must have a document Fiber Performance Index (FPI) score of not less than 70. Official testing completed by LaboSport must be **provided with the bid**.
 12. Shall **provide with the bid**, third-party laboratory testing proving heat reduction qualities of the same infill materials used in the proposed turf system including the top layer extruded cooling composite.
- C. Installer: Company shall specialize in performing the work of this section. The Contractor shall provide competent workmen skilled in this specific type of synthetic grass installation.
1. The designated Supervisory Personnel on the project shall be certified, in writing by the turf manufacturer, as competent in the installation of specified slit-film material, including sewing seams and proper installation of the infill mixture.
 2. Installer shall be certified by the manufacturer and licensed.
 3. The installer supervisor shall have a minimum of 5 years' experience as either a construction manager or a supervisor of synthetic turf installations
- D. Pre-Installation Conference: Conduct conference at project site at time to be determined by Architect. Review methods and procedures related to installation including, but not limited to, the following:
1. Inspect and discuss existing conditions and preparatory work performed under other contracts.
 2. In addition to the Contractor and the installer, arrange for the attendance of installers affected by the Work, The Owner's representative, and the Architect.
- E. The Contractor shall verify special conditions required for the installation of the system.
- F. The Contractor shall notify the Architect of any discrepancies.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 60 00, Product Requirements.
- B. Prevent contact with materials that may cause dysfunction.
- C. Deliver and store components with labels intact and legible.
- D. Store materials/components in a safe place, under cover, and elevated above grade.
- E. Protect from damage during delivery, storage, handling and installation. Protect from damage by other trades.
- F. Inspect all delivered materials and products to ensure they are undamaged and in good condition.

1.7 SEQUENCING AND SCHEDULING

- A. Coordinate the Work with installation of work of related trades as the Work proceeds.
- B. Sequence the Work to prevent deterioration of installed system.

1.8 WARRANTY AND GUARANTEE

- A. See Section 01780 - Closeout Submittals, For Additional Warranty Requirements.

- B. The Contractor shall provide a warranty to the Owner that covers defects in materials and workmanship of the turf for a period of eight (8) years from the date of substantial completion. The turf manufacturer must verify that their representative has inspected the installation and that the work conforms to the manufacturer's requirements. The manufacturer's warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism and acts of God beyond the control of the Owner or the manufacturer. The warranty shall be fully third-party insured; prepaid for the entire 8-year term and be non-prorated. The Contractor shall provide a warranty to the Owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's representative. Prior to final payment for the synthetic turf, the Contractor shall submit to owner notification in writing that the field is officially added to the annual policy coverage, guaranteeing the warranty to the Owner. The insurance policy must be underwritten by an "AM Best" A rated carrier and must reflect the following values:
- Pre-Paid 8-year insured warranty from a single source.
 - Maximum per claim coverage amount of \$15,000,000.
 - Minimum of fifteen million dollars (\$15,000,000) annual.
 - Must cover full 100% replacement value of total square footage installed, minimum of \$7.00 per sq ft. (in case of complete product failure, which will include removal and disposal of the existing surface)
 - Provide a sample copy of insured, non-prorated warranty, and insurance policy information.
 - Policy cannot include any form of deductible to be paid by the Owner.
- C. The artificial grass system must maintain a G-max of less than 200 for the life of the Warranty as per ASTM F1936

1.9 MAINTENANCE SERVICE

- A. Contractor shall train the Owner's facility maintenance staff in the use of the turf manufacturer's recommended maintenance equipment.
- B. Manufacturer must provide maintenance guidelines to the facility maintenance staff.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. Approved manufacturers are as follows:

1. FieldTurf USA
175 N. Industrial Blvd
Calhoun, GA 30701
P: 800-724-2969

Basis of Design: FieldTurf XT-57

*Alternate 1: FieldTurf Classic HD – FTHD-57

*Alternate 2: FieldTurf Classic HD – FTHD-57+ Cooling Composite

2.2 MATERIALS AND PRODUCTS – BASE BID

- A. Artificial grass system materials shall consist of the following:
1. Carpet made of slit-film polyethylene fibers tufted into a **non-perforated backing**.
 2. Infill: Graded sand and ambient rubber that partially covers the carpet.
 3. Glue, thread, paint, seaming fabric and other materials used to install and mark the artificial grass slit-film turf.

- B. The installed artificial grass slit-film turf shall have the following properties:

Standard	Property	Specification
ASTM D1577	Fiber Denier	10,800+
ASTM D3218	Tape Thickness	130+ Microns
ASTM D5823	Min. Pile Height	2 1/4"
ASTM D5793	Stitch Gauge	1/2" – 3/4"
ASTM D5848	Pile Weight	33+oz/square yard
ASTM D5848	Primary Backing	7+oz/square yard
ASTM D5848	Secondary Backing	16+oz/square yard
ASTM D5848	Total Weight	56+oz/square yard
ASTM D1335	Tuft Bind (Without Infill)	8+ lbs
ASTM D5034	Grab Tear (Width)	>200 lbs/force
ASTM D5034	Grab Tear (Length)	>200 lbs/force
ASTM D4491	Carpet Permeability	>40 inches/hour
ASTM F1936	Impact Attenuation (Gmax)	<200
	Min. Infill Material Depth	1.5 inches
	Minimum Sand Infill	3lbs/sq.ft
	Minimum SBR Rubber Infill	3lbs/sq.ft
	Total Product Weight	920+oz/sq. yard

Variation of +/- 5% on above listed properties is within normal manufacturing tolerances

- C. Carpet shall consist of slit-film fibers tufted into a primary backing with a secondary backing.
- D. Carpet Rolls shall be 15' wide rolls.
1. Rolls shall be long enough to go from field sideline to sideline.
 2. Where the playing field is for football, the perimeter white line shall be tufted into the individual sideline rolls.
- E. Backing:
1. Primary backing shall be a minimum double-layered polypropylene fabric.
 2. Secondary backing shall permanently lock the fiber tufts in place.
 3. Perforated (with punched holes), backed carpet **are unacceptable**.
- F. Fiber shall be measuring no less than 2 ¼ inches high.
1. Systems with less than a 2 ¼ inch fibers are unacceptable.
- G. Infill materials shall be approved by the manufacturer.
1. The infill shall consist of a resilient-layered, granular system, comprising selected graded sand and ambient rubber.

- H. The sand infill will comply within the following characteristics:
- Average Particle size between 20 and 30 mesh [calculated based on summing the midpoint of sieve pan fractions times the % retained on given screen fractions]
 - Average Particle shape > 0.4 on the Krumbein scale
 - Particle structure predominantly single grain
 - Produce < 0.4%, -50M in API crush test at 80psig
- I. Non-tufted or inlaid lines and markings shall be painted with paint approved by the synthetic turf manufacturer.
- J. Thread for sewing seams of turf shall be as recommended by the synthetic turf manufacturer.
- K. Glue and seaming fabric for inlaying lines and markings shall be as recommended by the synthetic turf manufacturer.
-

2.3 QUALITY CONTROL IN MANUFACTURING

- A. The manufacturer shall own and operate its own manufacturing plant in North America. Both tufting of the field fibers into the backing materials and coating of the turf system must be done in-house by the turf manufacturer. Outsourcing of either is unacceptable.
- B. The manufacturer's full-time in-house certified inspectors shall perform pre-tufting fiber testing on tensile strength, elongation, tenacity, denier, shrinkage, and twist i.e., turns per inch, upon receipt of fiber spools from fiber manufacturer.
- C. The manufacturer shall have its own, in-house laboratory where samples of turf are retained and analyzed, based on standard industry tests, performed by full-time, in-house, certified inspectors.

2.4 FIELD GROOMER & SWEEPER

Supply field groomer and sweeper as part of the work.

1. Field Groomer and Sweeper shall include towing attachments compatible with a field utility vehicle.
2. Field Groomer shall be a FieldTurf Static Groomer
3. Field Sweeper shall be a FieldTurf FieldSweep

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that all sub-base leveling is complete prior to installation.
- B. Installer shall examine the surface to receive the synthetic turf and accept the sub-base planarity in writing prior to the beginning of installation.
1. Acceptance is dependent upon the Owner's test results indicating compaction and planarity are compliant with manufacturer's specifications.

2. The surface shall be accepted by Installer as “clean” as installation commences and shall be maintained in that condition throughout the process.
- C. Compaction of the aggregate base shall be 95%, in accordance with ASTM D1557 (Modified Proctor procedure); and the surface tolerance shall not exceed 0-1/4 inch over 10 feet and 0-1/2" from design grade.
- D. Correct conditions detrimental to timely and proper completion of Work.
- E. Do not proceed until unsatisfactory conditions are corrected.
- F. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Prior to the beginning of installation, inspect the sub-base for tolerance to grade.
- B. Sub-base acceptance shall be subject to receipt of test results (by others) for compaction and planarity that sub-base is compliant with manufacturer’s specifications and recommendations.
- C. Dimensions of the field and locations for markings shall be measured by a registered surveyor to verify conformity to the specifications and applicable standards. A record of the finished field as-built measurements shall be made.
- D. When requested by Architect, installed sub-base shall be tested for porosity prior to the installation of the slit-film turf. A sub-base that drains poorly is an unacceptable substrate

3.3 INSTALLATION - GENERAL

- A. The installation shall be performed in full compliance with approved Shop Drawings.
- B. Only trained technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the approved installer supervisors, shall undertake any cutting, sewing, gluing, shearing, top-dressing, or brushing operations.
- C. The designated Supervisory personnel on the project must be certified, in writing by the turf manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the Infill mixture.
- D. Designs, markings, layouts, and materials shall conform to all currently applicable National Collegiate Athletic Association rules, NFHS rules, and/or other rules or standards that may apply to this type of synthetic grass installation. Designs, markings and layouts shall first be approved by the Architect or Owner in the form of final shop drawings. All markings will be in full compliance with final shop drawings.

3.4 INSTALLATION

- A. Install at location(s) indicated, to comply with final shop drawings, manufacturer’s/ installer’s instructions.
- B. The Contractor shall strictly adhere to specified procedures. Any variance from these requirements shall be provided in writing, by the manufacturer’s on-site representative, and submitted to the Architect and/or Owner, verifying that the changes do not in any way affect

the Warranty. Infill materials shall be approved by the manufacturer and installed in accordance with the manufacturer's standard procedures.

- C. Carpet rolls shall be installed directly over the properly prepared aggregate base. Extreme care shall be taken to avoid disturbing the aggregate base, regarding compaction and planarity.
 - 1. Repair and properly compact any disturbed areas of the aggregate base as recommended by manufacturer.
- D. Full width rolls shall be laid out across the field.
 - 1. Turf shall be of sufficient length to permit full cross-field installation from sideline to sideline.
 - 2. No cross seams will be allowed in the main playing area between the sidelines.
 - 3. Each roll shall be attached to the next roll utilizing standard state-of-the-art sewing procedures.
 - 4. When all the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing surface.
- E. Artificial turf panel seams shall be sewn. Other than extension inlays, seams secured by other means including gluing are unacceptable. Installation shall be 99% sewn.
 - 1. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any logos or inlaid lines as required by the specifications.
 - 2. Seams shall be flat, tight, and permanent with no separation or fraying.
 - 3. In the case of all lines and logos, turf carpet must be sheared to the backing (do not cut the backing) and adhered using hot melt adhesives.
- F. Infill Materials:
 - 1. Infill materials shall be applied in numerous thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth determined by the manufacturer.
 - 2. Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill installation consists of a base layer of sand followed by a final application of specifically sized rubber that completes the system. The Infill shall be installed to the depth of minimum 1.5”.
- G. Non-tufted or inlaid lines and markings shall be painted in accordance with turf and paint manufacturers' recommendations. Number of applications will be dependent upon installation and field conditions.
- H. Synthetic turf shall be attached to the perimeter edge detail in accordance with the manufacturer's standard procedures.
- I. Upon completion of installation, the finished field shall be inspected by the installation crew and an installation supervisor.

3.5 FIELD MARKINGS

- A. Field markings shall be installed in accordance with approved shop drawings. If football is designated as the primary sport, all five-yard lines will be tufted-in.
- B. Balance of sports markings will be inlaid or painted in accordance with the Drawings.

- C. Center field logo shall be either painted or inlaid according to artwork indicated on Drawings and in accordance with manufacturer's standard palette of turf colors.
- D. End-zone letters and logos shall be either painted or inlaid, according to artwork and fonts indicated on the Drawings, and in accordance with manufacturer's standard palette of turf colors.

3.6 ADJUSTMENT AND CLEANING

- A. Do not permit traffic over unprotected surface.
- B. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
- C. All usable remnants of new material shall become the property of the Owner.
- D. The Contractor shall keep the area clean throughout the project and clear of debris.
- E. Surfaces, recesses, enclosures, and related spaces shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

3.7 PROTECTION

- A. Protect installation throughout construction process until date of final completion.

SPECIAL PROVISION NO. 907-282-2

DATE: 03/24/20

SUBJECT: Irrigation System

Section 907-282, Irrigation System, is hereby added to and made a part of the 2017 Edition of the Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-282 -- IRRIGATION SYSTEM

907-282.01--Description. Lawn and shrub bed irrigation systems shall be constructed to the grades and conforming to the areas and locations shown on the plans.

Irrigation lines shown on the plans are essentially diagrammatic. Specific locations of equipment shall be established by the Contractor at the time of construction. Exceed spacing of heads as shown on the plans only with the permission of the Engineer.

907-282.01.1--Irrigation Operations. Irrigation operations shall be performed by a firm having a minimum of two consecutive years experience in this area of work and having installed other jobs of similar size and scope. Contractor shall provide a minimum of three references and a list of similar projects with the Client's names, addresses, and telephone numbers, when requested by the Engineer.

907-282.01.2--Field Investigations: The Contractor shall visit the job site and become familiar with the nature and location of the work, existing conditions, and other conditions that will be obligated to operate in the performance of the work.

907-282.01.3--Substitutions and Submittals. Substitutions shall be made only with the written approval of the Engineer. Substitutions will not be considered prior to opening of bids. Substitution of an irrigation head shall be accompanied by a Contractor prepared piping diagram noting pipe sizes, pressure loss calculations, and head locations necessary to achieve the desired watering provided by the system as designed.

The Contractor shall submit seven copies of manufacturer's product data of materials specified herein for review and approval by the Engineer.

907-282.01.4--Department's Instruction and Maintenance Data. General: The Contractor shall furnish the following instructions and maintenance data. Final Acceptance will not be made until the Work has been reviewed and approved by the Engineer.

- 1) As-built plans: Two sets, noting exact locations of elements and changes to the plans in red.
- 2) Operation Manual: Two copies, bound in 1-inch diameter three ring binders, indexed and tabbed for easy reference, and labeled on spine and cover. Manual to include:

- A. Approved submittals,
 - B. Installation instructions, including mounting details for control valves.
 - C. Operating Instructions, including winterization procedures, recommended operation sequence, frequency, and length of operation cycle, as per relationship to estimated absorption rate, evaporation rate and anticipated GPM.
 - D. Maintenance Instructions: Items requiring manufacturer's product data and installation instructions. Complete warranty information, mail to manufacturer, and provide copies to the Department.
- 3) Extra Stock: In addition to the installed system, provide one sprinkler head of each size and type, one valve key (per valve) for operating manual valves, one key per valve box, two wrenches for each type of head cover, and two wrenches for removing and installing each type of head.

907-282.02--Materials.

907-282.02.1--General: Materials shall be new and without flaws or defects, and of quality and performance as specified. Overages at completion are property of the Contractor, and are to be removed from the site.

Materials and equipment specified by "Proprietary Specification" as manufactured by a particular company, etc., shall be for the express purpose of establishing minimum acceptable performance requirements. Acceptable manufacturers shall include:

- A. The Toro Company - Irrigation Division
- B. Rain Bird Sales, Inc. - Turf Division
- C. Hunter Irrigation

The provision of providing other acceptable manufacturer's as potential substitutions shall not disregard the requirements of paragraph Subsection 907-282.01.3.

907-282.02.2--Delivery and Storage. Damaged materials will not be accepted. Any packaged materials shall be delivered to the site in the original, unopened containers. Materials delivered to site prior to actual usage shall be stored in a place not to interfere with other trades or construction operations and protected from damage by weather or other elements as needed.

907-282.02.3--Pipe and Pipe Fittings.

907-282.02.3.1--Plastic Piping. Plastic pipe shall be Class 160 SDR 26 - ASTM D2241 Polyvinyl Chloride (PVC) pipe NSF approved. Pipe up to and including 2½ inches in diameter shall have bell and socket joints. Pipe greater than 2½ inches in diameter shall have snap connections with rubber gasket joints.

907-282.02.3.2--Sleeves. Sleeves shall be of the size noted on the plans, and shall be schedule 40 PVC pipe.

907-282.02.3.3--Plastic Fittings and Risers. Plastic fitting and risers shall be Schedule 40 or Schedule 80 PVC. Risers above finished grade shall receive two coats of black exterior semi-gloss enamel paint.

907-282.02.3.4--PVC Solvent Cement. PVC solvent cement shall meet the requirements of ASTM Designation: D 2564.

907-282.02.3.5--Polyethylene Pipe and Fittings. Polyethylene pipe and fittings shall be installed between supply lines and heads. Thick wall, flexible, polyethylene pipe, with fittings that have male barbs on one end and either male or female screw ends opposite shall be used. Glue fittings and female barb adapters shall not be allowed. Pipe and fittings shall be Toro Funny Pipe and Fittings as manufactured by Toro-Irrigation Division, Riverside, California, or approved equal.

907-282.02.4--Valves.

907-282.02.4.1--Electric Control Valves. Electric control valves shall be as delineated on the drawings, or approved equal.

Water-tight connectors shall be Scotch Lock connectors with sealant for wiring connections at electric valves as manufactured by 3M – Scotch Brand, Rain Bird Sales, Inc.- Turf Division, King Innovation Company, or approved equal.

Valve box for electric valves shall be the 12-inch Standard Box with snap lock cover as manufactured by Armor Access Boxes, Rain Bird Sales, Inc.- Turf Division, Carson Industries, or approved equal.

907-282.02.4.2--Quick Couplers. Quick couplers, each with Key and Hose Swivel, shall be the 44 Series Coupler and Coupler Key, and SH series swivel hose connector, as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, CA., or approved equal.

Quick couplers shall be installed inside a valve box as noted on the plans.

907-282.02.4.3--Isolation Valves. Gate valves shall be manufactured in accordance with AWWA C500 and shall have a rated water working pressure of 200 PSI. Gate valves shall be iron body, bronze mounted, double disc, parallel seat, non-rising stem type. Each valve shall have “O” ring type stem seal, standard 2-inch AWWA square operating nut, and shall be opened by COUNTER-CLOCKWISE stem rotation. Except where otherwise specified, indicated, or required for the application involved, gate valves ends shall be AWWA Specification C111 mechanical joint type, with plain rubber gaskets. Gate valves shall be as manufactured by Waterous Company, Clow, Mueller, or approved equal.

One (1) key for every three valves installed shall be provided.

With each valve, install a valve box which shall be standard cast iron two-piece 5¼-inch inside shaft diameter screw adjustable type, consisting of a cover marked “WATER”, and upper

telescoping section, and a lower section. Where necessary to provide extra depth, provide cast iron extension pieces as required.

907-282.02.5--Sprinkler Heads. Sprinkler heads shall be as delineated on the drawings, or approved equal.

907-282.02.6--Control Wire. Control Wire and common wire shall be a minimum AWG 14 size, copper wire suitable for direct burial.

907-282.02.7--Low Point Drains. Low-point drains shall be an Automatic Valve model number 290-02 as manufactured by Toro-Irrigation Division, or approved equal. The Contractor shall provide two drains at the lowest points of each zone, with each atop an 8-inch by 8-inch by 8-inch area of coarse gravel.

907-282.02.8--Automatic Controller. Automatic controllers shall be as delineated on the drawings, or approved equal. With each controller, the Contractor shall provide one Automatic Rain/ Freeze Switch, the Rain/Freeze-Clik, as manufactured by Hunter Irrigation, or approved equal..

907-282.02.9--Backflow Preventer. The backflow preventer shall be as manufactured by Watts, Orbit Irrigation Products, Inc, Febco, or approved equal. With each backflow preventer, the Contractor shall provide one above ground enclosure as specified on the drawings, or an approved equal.

907-282.03--Construction Requirements.

907-282.03.1--Pressure/ Flow Test. Immediately after installation of meters, and before installing pipe, the Contractor shall test and provide written results to the Engineer of the static pressure, dynamic pressure, and gallons per minute. Tests shall be performed at the beginning tap or meter and note as such on the written results.

The Contractor shall receive approval from the Engineer to proceed with construction along with proposed revisions (if required due to test results) prior to installation.

907-282.03.2--Execution and Trenching. Trenches shall be excavated to pipe grade depth. The width of trench shall be at least 3 1/2 inches. Any over-excavation shall be backfilled and hand tamped prior to installing piping. In soils containing rock or other hard material that may damage the pipe, the trench shall be excavated deeper than required and backfilled to pipe grade with selected fine earth or sand. The trenches shall be kept free of obstructions and debris that would damage pipe.

More than one pipe may utilize the same trench, however, pipe arrangement in the trench shall remain continuous throughout the run of pipe/ trench and the amount of cover shall not be reduced to accommodate additional pipe.

907-282.03.3--Piping System.

907-282.03.3.1--Cover. Pipe system cover shall be as follows:

Lawn and planting areas:	14 inches below finish grade
Roadways:	36 inches below finish grade
Parking areas:	24 inches below finish grade

907-282.03.3.2--Clearances. A minimum 1-inch vertical clearance shall be maintained between lines crossing at an angle greater than 45 degrees.

907-282.03.4--Piping Erections.

907-282.03.4.1--Threaded Plastic Pipe. Do not use solvent cement on threaded joints. Threaded joints are to be wrapped with Teflon tape. When threaded pipe is used, material shall be Schedule 80 PVC.

907-282.03.4.2--Cemented Joints for PVC Bell End Pipe and PVC Pipe with Socket Fittings. These joints shall meet the requirements of ASTM Designation: D 2855.

907-282.03.5--Valves. Values shall be installed plumb to within 1/16 inch. Wire connectors shall be installed to wiring in accordance with the manufacturer's written instructions. A 2-foot section, beginning at the Wire connection, is to be wrapped around a minimum 1/2-inch diameter pipe to protect against electrical surges from lightning..

907-282.03.6--Sprinklers. Sprinklers shall be installed plumb to within 1/16 inch. Heads along walks and curbs shall be set flush to within 1/8 inch. Other heads shall be set as per details and plans.

907-282.03.7--Control Wire. Control wire shall be buried in the same pipe trench, and bundle and tape together at not more than 10-foot intervals.

907-282.03.8--Backfill: Do not backfill until system, or that portion thereof, has been tested and approved. Trench shall be filled to within three inches of top with excavated soil and water to compact soil. Fill the top three inches of the trench with existing topsoil in planting areas and wheel roll until compaction of backfill is same as surrounding soil.

907-282.03.9--Electrical Connections. Electrical connections shall be in strict accordance with the latest edition of the National Electrical Code. Contractor shall provide the electrical connection to the system as designated on the plans and as specified herein. Splices to electrical wire between the controller to valves or power supply shall be made within watertight junction boxes.

907-282.03.10--Automatic Controller. Location and installation of the automatic controller shall be as per plans, and approved by Engineer prior to installation.

Rain-Freeze device shall be located where approved by the Engineer.

907-282.03.11--Flushing. Following installation of piping, risers and valves, but prior to installation of sprinkler heads, the piping system shall be thoroughly flushed under a full head of water. Flushing shall continue for three minutes through the furthestmost valve. After flushing, the risers shall be capped.

907-282.03.12--Backflow Preventer. Backflow preventer shall be set in a level horizontal position twelve inches above grade inside of an insulated backflow preventer box, as noted on the plans.

907-282.03.13--Testing. The tests shall be performed in the presence of the Engineer.

907-282.03.13.1--Pressure Test. The Contractor shall hydrostatically test the main piping system between meter and valves in place prior to backfilling. A minimum pressure of 50 PSI shall be maintained without pumping for period of one hour. The test shall be considered acceptable if no leakage or loss of pressure is evident during test period. Any leaks shall be repaired. Retests shall be performed until test pressure can be maintained for duration of test. It is assumed that a water supply with a 50-PSI pressure is available on site, wherein no mechanical pumping equipment is required.

907-282.03.13.2--Operation Test. At the conclusion of pressure test, sprinkler heads shall be installed and entire system tested for operation under normal operating pressure. Heads shall be adjusted as noted on plans. The entire system shall then be retested. Test is acceptable if the system operates in a satisfactory manner, with uniform coverage of areas to be irrigated.

907-282.03.14--Guarantee. The Work shall be guaranteed for one year from date of final acceptance against defects in material, equipment and workmanship. The Contractor shall repair damage to the premises resulting from leaks or other defects in material, equipment and workmanship to the satisfaction of the Department. Repairs, if required, shall be done promptly at no cost to the Department.

907-282.03.15--Final Acceptance. Final acceptance shall be in accordance with Section 105 of the Standard Specifications.

907-282.04--Method of Measurement.

907-282.04.1--Sprinkler Heads. Sprinkler heads, accepted in place, will not be measured for separate payment.

Excavation, fittings to lateral pipe including risers, if necessary, adjustment of spray pattern, setting to proper grade, and backfilling, will not be measured for separate payment.

907-282.04.2--Piping. Piping, as noted on the plans and as adjusted by the Contractor in the field, will not be measured for separate payment.

Miscellaneous fittings, PVC cleaner and glue, and operations necessary to fit and contour pipe to the trench will not be measured for separate payment.

907-282.04.3--Sleeves. Sleeves, as noted on the plans and as adjusted by the Contractor in the field, will not be measured for separate payment.

Boring under existing pavement, miscellaneous fittings, PVC cleaner and glue, and operations necessary to install the sleeves will not be measured for separate payment.

907-282.04.4--Valve Control Wire. Valve control wire, as needed for power supply and control of the electric control valves from the electric controllers, will not be measured for separate payment.

Miscellaneous fittings, water-tight junction boxes, if necessary, and curling of wire at valves will not be measured for separate payment.

907-282.04.5--Trench Excavation and Backfill. Trench excavation and backfill, as needed for piping and wiring, will not be measured for separate payment.

Depth or width of trench will not be considered for separate payment.

907-282.04.6--Meter with Meter Box. Meters with meter box, complete and in place, will not be measured for separate payment.

Tap or connection to existing tap, cut off valves, meter deposit, or backfilling will not be measured for separate payment.

907-282.04.7--Electric Controller. Electric controllers, complete and in place, will not be measured for separate payment.

Connection to power supply, installation of rain-freeze switch, rigid galvanized conduit above grade with straps, ground rod and ground wire will not be measured for separate payment.

907-282.04.8--Electric Control Valve, Isolation Valve, and Quick Coupler Valve. Electric control valves, isolation valves, and quick coupler valves, complete and in place, will not be measured for separate payment.

Excavation, installation of valve box, backfilling, scotch lock protectors, and connection to valve wiring will not be measured for separate payment.

907-282.04.9--Backflow Preventer. Where noted on the plans, backflow preventer, complete and in place, will not be measured for separate payment.

Installation of backflow preventer box, backfilling, miscellaneous fittings and piping, gravel, adjusting, and connection to piping will not be measured for separate payment.

907-282.05--Basis of Payment.

Payment will be made under:

907-282-A: Irrigation System

- per Lump Sum

Appendix A

Storm Water Pollution Prevention Plan

STORM WATER POLLUTION PREVENTION PLAN

**TATUM PARK
FIELDS 16, 18, AND COMMON AREA**

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

JANUARY, 2023

PREPARED BY:



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- V. Reporting Requirements
- VI. Post Construction Controls
- VII. Housekeeping Practices
- VIII. Appendix
 - A Site Location Map and Erosion Control Details
 - B Inspection Report and Certification Form

I. General Description of Project

The purpose of the project is to construct an artificial turf field and natural turf field at Tatum Park in Hattiesburg, Mississippi. The project will consist of artificial turf, natural turf, irrigation, lighting, fencing, and sidewalks. The proposed project site encompasses approximately 7.50 acres located within Forrest County, Mississippi.

II. Site Information

The site is located in Section 29 Township 4 North, Range 13 West, Forrest County, Mississippi. A site location map is enclosed in Appendix A. According to the USDA-Soil Conservation Service and Forest Service soil survey report, the soil in the project area is primarily comprised of Prentiss loam, 0% to 2% slopes, Prentiss loam, 2% to 5% slopes, and Susquehanna silt loam, 5% to 12% slopes.

III. Erosion and Sediment Controls

Soil stabilization-vegetative stabilization measures must be initiated no later than the next available work day if the area will not be disturbed within fourteen (14) days or more. The appropriate temporary or permanent vegetative practices shall be implemented no later than the next available work day.

1. Provide and maintain a fifty (50) foot undisturbed buffer around the waters of the U.S. or provide and maintain an undisturbed natural buffer that is less than fifty (50) feet that is supplemented by additional erosion and sediment controls which in combination achieves the sediment load reduction equivalent to a fifty (50) foot undisturbed natural buffer. Storm water is to be directed to vegetated areas that maximize storm water infiltration to reduce pollutant discharges. For this project, a fifty (50) buffer could not be maintained and will utilize erosion control and sediment controls such as silt fence and/or wattles. A double row of silt fence will be utilized for areas that have an increased chance of runoff.
2. Topsoil should be stockpiled and used in areas that will be re-vegetated. When final grade is reached it should be disturbed to a minimum depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes.

3. Heavy equipment used in areas to be re-vegetated shall be avoided. If compaction cannot be avoided, the top 4 inches of the soil bed should be tilled before re-vegetation. Any necessary fertilizer or other soil amendments should be added during the tilling process.

The Mississippi "Handbook for Erosion, Sediment Control and Stormwater Management on Construction Sites and Urban Areas" (Mississippi Department of Environmental Quality, 2011) in addition to the Field Manual for Erosion and Sediment Control on Construction Site in Mississippi (second edition – 2005) will be used as the guideline for the Stormwater Pollution Prevention Plan for the proposed construction. Each Construction Contractor and Subcontractor will be required to use the applicable sections of the manual for erosion and sedimentation control.

Silt fences will be erected and maintained on all drainage leaving the work area until completion of construction activities and permanent grass cover is established. Areas where construction activity temporarily ceases for more than 14 days, the appropriate temporary or permanent vegetative practices shall be initiated no later than the next working day. Wattles will be used in conjunction with silt fences to help control the flow of water within and across the work area. All wattles will be removed after permanent grass cover is established. Sand bags and/or gravel will be used for inlet protection and will be removed once inlet areas are paved or permanently grassed. Stockpiled soils shall be protected by plastic sheeting held in place by sandbags or a collection trench protected with silt fence or wattles. A waste pit shall be established to contain waste from concrete truck wash-out. The debris from this pit shall be removed and at the completion of the project.

All control measures and housekeeping practices shall be in full compliance with Mississippi's "Planning and Design Manual for the Control of Erosion, Sediment and Stormwater" and "Field Manual for Erosion and Sediment Control on Construction Site in Mississippi." (See attached general installation/placement of control measures.)

The maximum total acreage that can be disturbed, at one time, on the project is TEN (10) acres. The Contractor shall be required to "stabilize" disturbed areas prior to opening additional sections of the project. "Stabilized" shall be when the disturbed

area has been grassed either temporary or permanent, and mulched according to the specifications. Disturbed areas include roadbeds, slopes, and other remaining areas within the project limits.

All erosion control measures shall be monitored closely during the life of the project.

The erosion control plan is a living document and shall be modified and updated as field conditions warrant.

No sediment basins are required for this project.

1. Steep Slopes that cannot be avoided must have, at a minimum, silt fence or equivalent sediment controls for all down slope boundaries.
 2. Construction entrances/exits shall be installed wherever traffic will be leaving a construction site and moving directly onto a paved public road.
 3. Storm Drain Inlets that could receive storm water from construction activities shall be protected by surrounding or covering with a filter material until final stabilization has been achieved.
-
1. Perimeter silt fencing shall be maintained throughout the life of the project.
 2. Construction activities shall be scheduled or sequenced so as to concentrate work in certain areas to minimize the amount of soil that is exposed at one time.
 3. Silt fencing shall remain installed until such time as the engineer deems that the permanent grass establishment is sufficient.
 4. Although the owner will retain other undeveloped land, no construction activity will take place outside of the shown project limits.

Implementation of Controls:

1. Install erosion controls as shown on the plan details and temporarily adjust and replace them for utility installations. When the height of the accumulated sediment reaches 1/3 of the height of the control, sediment shall be removed. Non-functional controls shall be replaced within 24 hours of discovery. When a disturbed area is to be left 14 days or more, the appropriate temporary or permanent vegetative practices shall be initiated no later than the next working day.
2. The owner, in disturbing an area, shall implement controls as needed to prevent erosion and adverse impacts to waters of the State.
3. Comply with applicable State and local waste and sanitary sewer disposal regulations.

Housekeeping Practices:

1. The permit holder shall design, install, implement and maintain practices appropriate to prevent pollutants from entering storm water from construction sites because of poor housekeeping. These practices are listed in the SWPPP and located on the site map.
2. Chemicals, solvents, paints, fuels and other potential pollutants shall be kept under cover in a location that is not affected by storm water runoff. Equipment and containers are not to be washed in an area that will allow runoff to directly enter a stream or storm drain inlet.
3. Equipment Maintenance and Repair:
There shall be no major maintenance and/or repairs performed within the project area. Minor maintenance and repairs shall be permitted only after appropriate erosion control measures are in place.
4. Concrete Chute Wash Off:
There will be an established collection pit for concrete chute wash off. Debris from this pit shall be collected and emptied off site.

5. Waste Receptacles and Waste Collection:

Each construction crew will be responsible for providing waste receptacles for their use. The receptacles shall be emptied off site at an appropriate interval.

6. Sanitary Facilities:

Each construction crew shall be responsible for providing and maintaining adequate sanitary facilities for their own use. Please note that the sanitary facilities are not permitted to discharge into State Waters. Portable facilities shall not be placed near storm water inlets. Portable facilities in which the sanitary waste is collected, shall be disposed of at an appropriate treatment facility.

IV. Maintenance During Construction

Construction will not begin until adequate erosion control measures are in place. A construction sequence shall be as follows.

Construction Sequence

1. Obtain plan approval and other applicable permits.
2. Hold preconstruction conference at least one week prior to starting construction.
Weekly review of erosion, sediment, and stormwater control plan will be conducted.
3. Flag the work limits.
4. Install sediment controls as the first construction activity. Sediment controls are to be installed at locations indicated on the Contractor's Erosion Control Plan. Install construction entrances at each entry point.
5. All erosion and sediment control practices will be inspected weekly and after a rain that produces a discharge. Necessary repairs will be made immediately. Controls will be monitored and maintained throughout the project duration
6. Clear and grub the project site.
7. Complete site work, grading/drainage installation, building construction, and pavement installation.
8. Complete final grading of grounds and permanently vegetate, landscape, and mulch.

9. After site is stabilized, remove all temporary erosion control measures and install permanent vegetation on any disturbed areas.
10. Estimated time before final stabilization from commencement of project ~ 12 months.

The maintenance plan shall be as follows

Maintenance Plan

Short Term

1. All erosion and sediment controls will be checked for stability and operation following every runoff-producing rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed.
2. Sediment will be removed from behind the sediment barriers when one-third to one-half of the height of the barrier is reached. Sediment barriers will be replaced as necessary to maintain all sediments within the project site.
3. All seeded areas will be fertilized, reseeded as necessary, and mulched according to specifications in the vegetative plan to maintain a vigorous, dense vegetative cover.
4. As needed, new or additional workers will be utilized in the implementation of the operation and maintenance of plan features.

Long Term

1. All vegetated areas will be maintained in adequate condition to provide proper ground cover, thereby reducing erosion potential.
2. Areas where vegetation is lost will be fertilized, seeded, and maintained as necessary to restore ground cover.

Maintenance and Weekly Inspections:

1. Inspection of all erosion controls shall be performed weekly and after a rain that produces a discharge. Record of such inspections shall be made and documented on the attached form. Inspections must continue until construction is completed or land disturbing activities have ceased and ground cover is established.
2. Maintenance and additional controls may be installed as directed by the Engineer or Owner, based on construction activities and practices.

These measures will generally consist of the items stated in Section III of this report. The measures shall remain in place during construction. Any disturbed or damaged control measures shall be immediately repaired or replaced.

1. Accumulation of soils at Construction Entrance will be washed or swept to sediment barriers for collection.
2. Silt fences will be inspected for depth of sediment, tears, to see if the fabric is securely attached to fence posts, and to see that the fence posts are firmly in the ground at each inspection.
3. Wattles will be inspected for displacement and stake attachment.
4. Sandbags will be inspected for placement and stability.
5. Temporary and permanent seeding/sodding will be inspected for bare spots, washouts, and healthy growth.
6. Permanent grassing of the project area shall commence as soon as practical. All grassed areas shall be maintained to an acceptable level until the construction is completed.

V. Reporting Requirements

All inspection of erosion and sediment controls shall be kept using the forms included in Appendix B. If requested, reports shall be submitted to the Mississippi Office of Pollution Control at the following address:

Chief, Environmental Permits Division
Office of Pollution Control
Department of Environmental Quality
P.O. Box 10385
Jackson, MS 39289-0385

Otherwise, contractor shall maintain inspection records on site.

VI. Post Construction Controls

Controls after the project has been completed will consist of permanent grass growth being established.

VII. Flocculant Application:

Flocculants (if used) should be applied to wattle ditch checks, rock ditch checks and in ditches prior to silt basins. All flocculants are to be applied in accordance with the Mississippi Department of Environmental Quality Large Construction general permit (specifically p. 17, Act 5, Condition T-11 and p. 25, Act 8, Condition T-1) as issued January 13, 2017.

VIII. Prepare Scaled Site Map(s):

See Attached Drawings

XV. Non-Storm Water Discharge Management:

See Attached Drawings

XVI. Final Stabilization:

All disturbed areas shall receive the appropriate permanent vegetative practices no later than the next working day within fourteen (14) days of no disturbance.

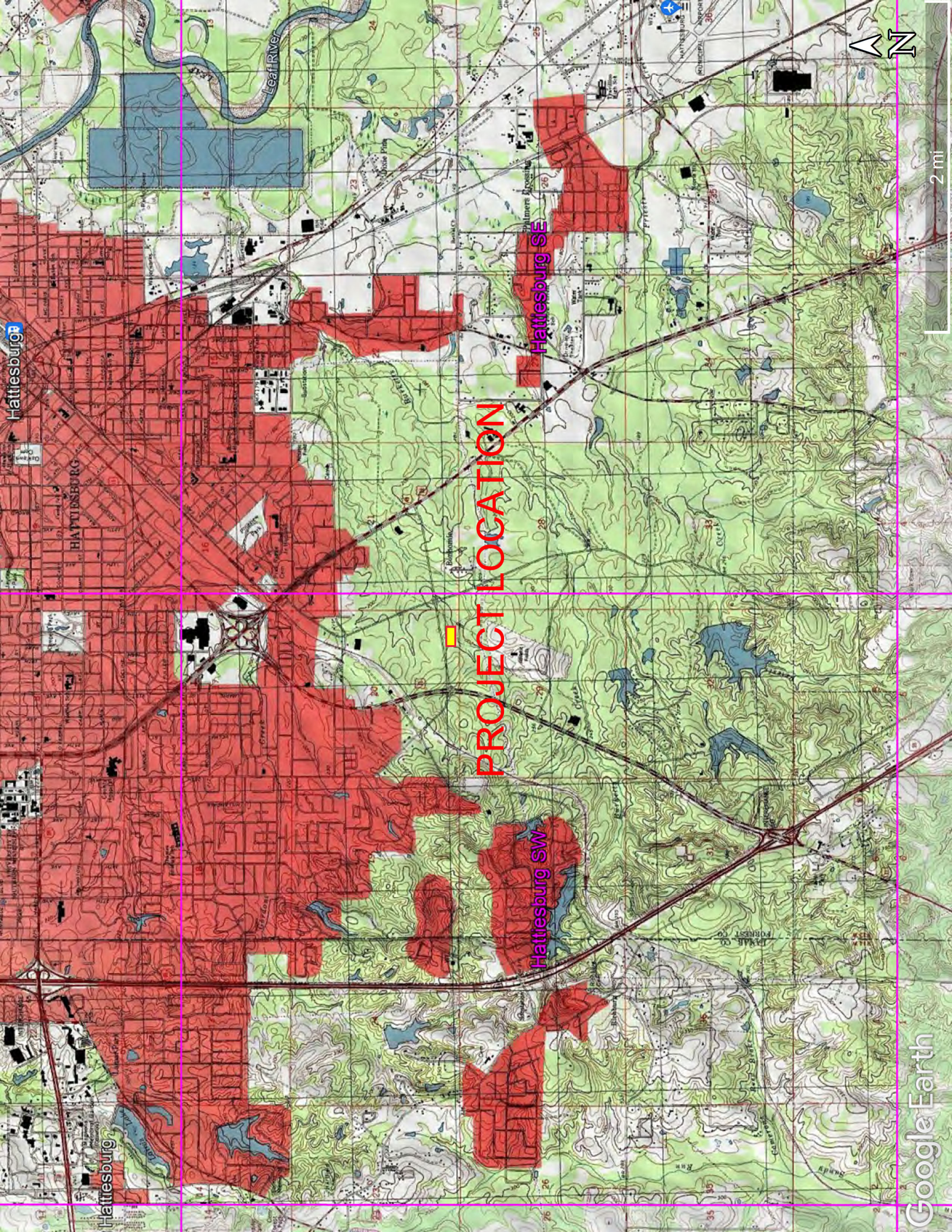
Appendix

Appendix A - Site Location Map and Erosion Control Details

Appendix B - Inspection Report and Certification Form

APPENDIX A

SITE LOCATION MAP AND EROSION CONTROL DETAILS



Hattiesburg

HATTIESBURG

PROJECT LOCATION

Hattiesburg SE

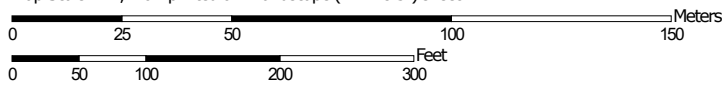
Hattiesburg SW

Soil Map—Forrest County, Mississippi



Soil Map may not be valid at this scale.

Map Scale: 1:1,720 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

1/10/2023
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Forrest County, Mississippi

Survey Area Data: Version 18, Sep 9, 2022

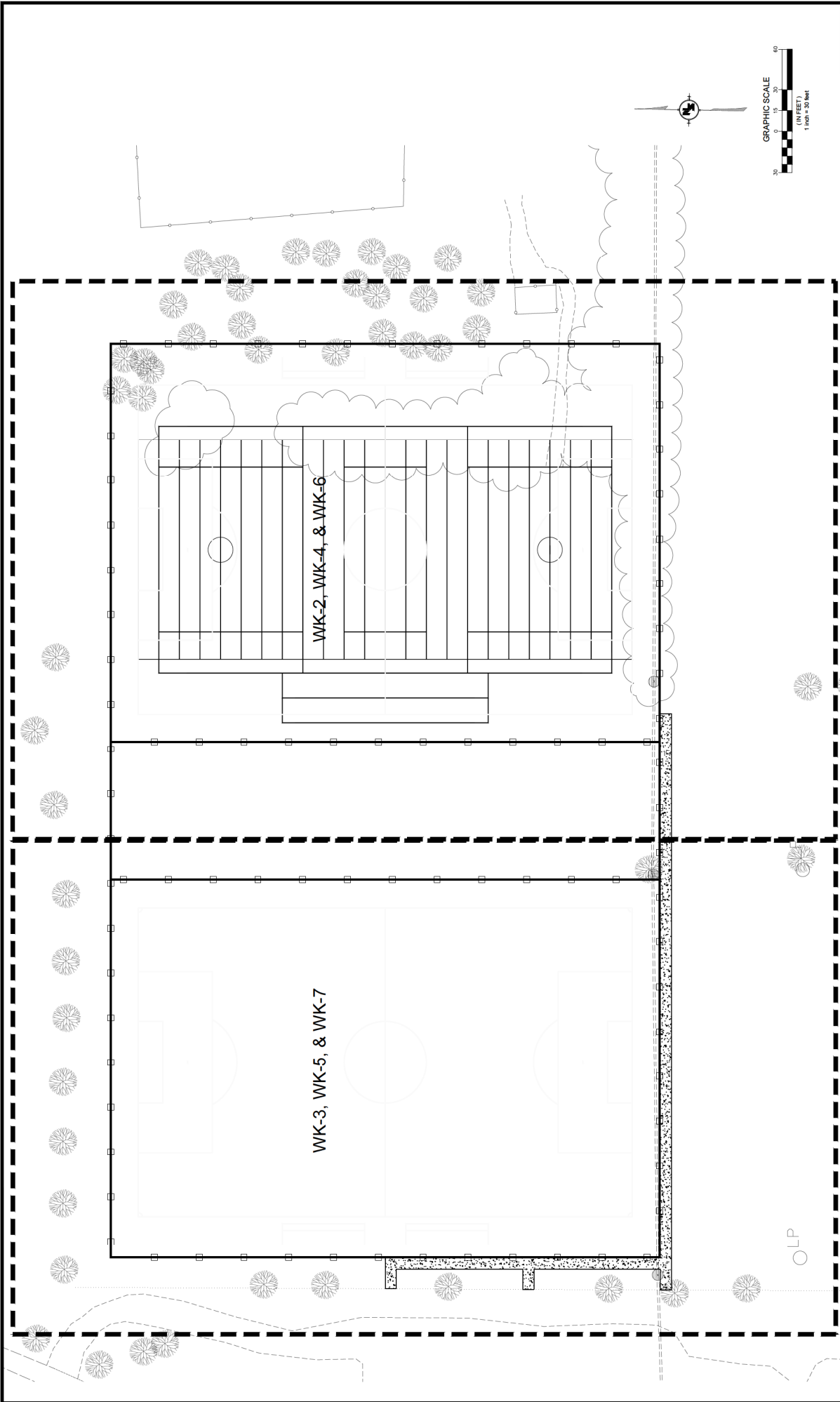
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 24, 2021

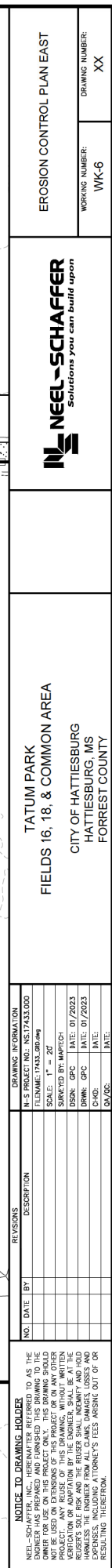
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

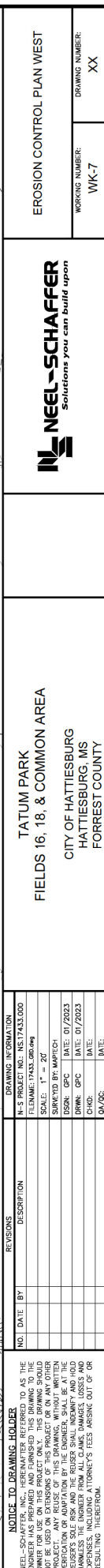
Map Unit Legend

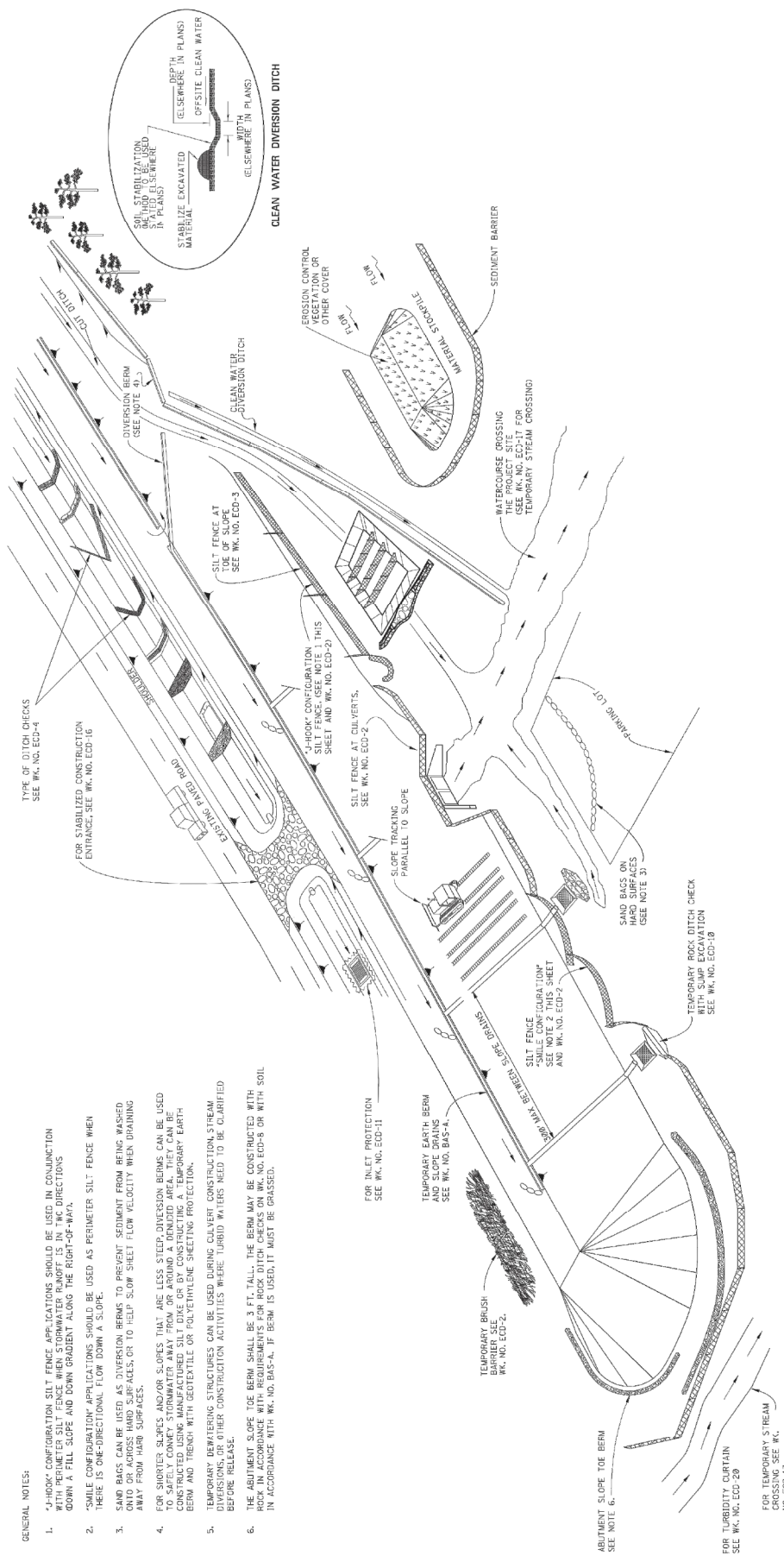
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
PtA	Prentiss loam, 0 to 2 percent slopes	3.7	34.7%
PtB	Prentiss loam, 2 to 5 percent slopes	5.2	48.9%
SuD	Susquehanna silt loam, 5 to 12 percent slopes	1.7	16.4%
Totals for Area of Interest		10.6	100.0%



DRAWING KEY GRADING AND DRAINAGE		WORKING NUMBER: WK-1	DRAWING NUMBER: XX
TATUM PARK FIELDS 16, 18, & COMMON AREA CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NEEL-SCHAFFER Solutions you can build upon	
DRAWING INFORMATION		N-S PROJECT NO.: NS17433.000 FILENAME: 17433_000.dwg SCALE: 1" = 30' SURVEYED BY: MAPTECH DESIGN: OPC DATE: 07/2023 DRAWN: OPC DATE: 07/2023 CHECKED: DATE: APPROVED: DATE:	
REVISIONS		NO. DATE BY DESCRIPTION	
NOTICE TO DRAWING HOLDER		NEEL-SCHAFFER, INC. HEREBY REFERS TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE CITY OF HATTIESBURG, MS FOR THE PROJECT OF TATUM PARK. THIS DRAWING IS TO BE USED ONLY FOR THE PROJECT AND NOT FOR ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN PERMISSION FROM NEEL-SCHAFFER, INC. SHALL BE AT THE USER'S SOLE RISK AND THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING THEREFROM.	







GENERAL NOTES:

1. "H" OR "C" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERMEABLE SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY.
2. "S" OR "U" CONFIGURATION APPLICATIONS SHOULD BE USED AS PERMEABLE SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERM TO PREVENT SEDIMENT FROM BEING WASHED AWAY FROM HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO PREVENT EROSION. DIVERSION BERMS CAN BE CONSTRUCTED USING MANUFACTURED SILT DUNE OR BY CONSTRUCTING A "TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION."
5. TEMPORARY Dewatering STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CARRIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TO BERM SHALL BE 3 FT. V:1H. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON RW, EOPS OR WITH SOIL IN ACCORDANCE WITH RW, NO, BAS-4. IF BERM IS USED, IT MUST BE GRASSED.

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 USER'S SOLE RISK AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

NO.		DATE		BY		REVISIONS		DRAWING INFORMATION	
						DESCRIPTION		N-S PROJECT NO.: NS17433.000	
								FILENAME: 17433_Standard.dwg	
								SCALE: NTS	
								SURVEYED BY: MAPIC	
								DSGN: DAL DATE: 12/2022	
								DRWN: DAL DATE: 12/2022	
								CHGD: DATE:	

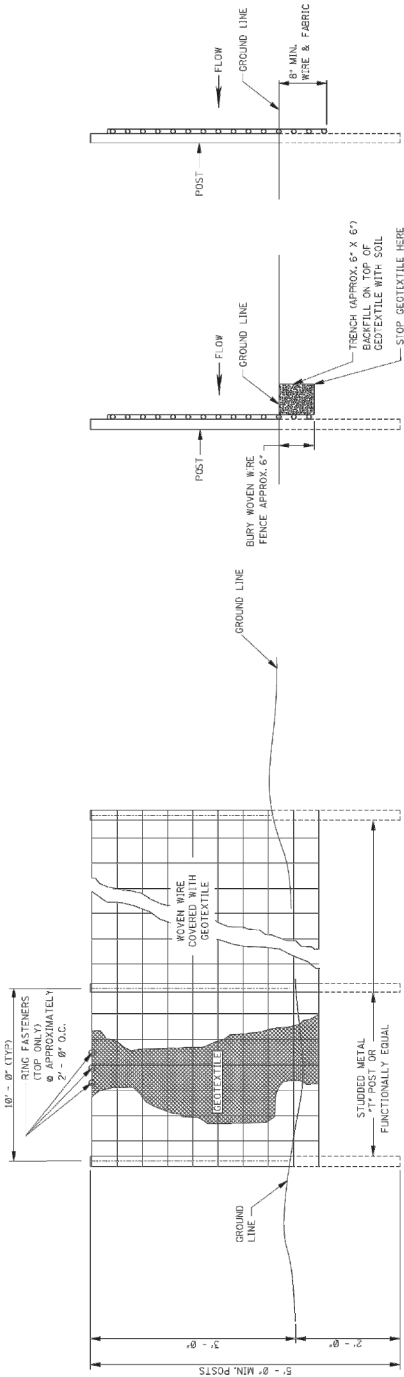
TATUM PARK
FIELDS 16, 18, & COMMON AREA
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS

WORKING NUMBER: ECD-1	DRAWING NUMBER: 80
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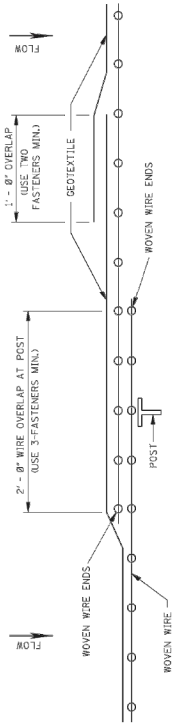


ELEVATION VIEW

SIDE VIEW

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 ERRECTED 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 BACKUP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SAIL. THIS AIDS IN FLOWING THROUGH 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.



PLAN VIEW

REQUIRED LAPPING

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC. HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE CLIENT FOR THE PURPOSE OF THE PROJECT DESCRIBED HEREIN. THIS DRAWING IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE USED FOR ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN PERMISSION OF THE ENGINEER, IS STRICTLY PROHIBITED. THE USER'S SALE RISK AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS		DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION
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			FILENAME: 17433_Stationing.dwg
			SCALE: NTS
			SURVEYED BY: MPTED
			DESIGN: DAL DATE: 12/2/2022
			DRAWN: DAL DATE: 12/2/2022
			CHECKED: DAL DATE:
			DATE:

TATUM PARK
FIELDS 16, 18, & COMMON AREA
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

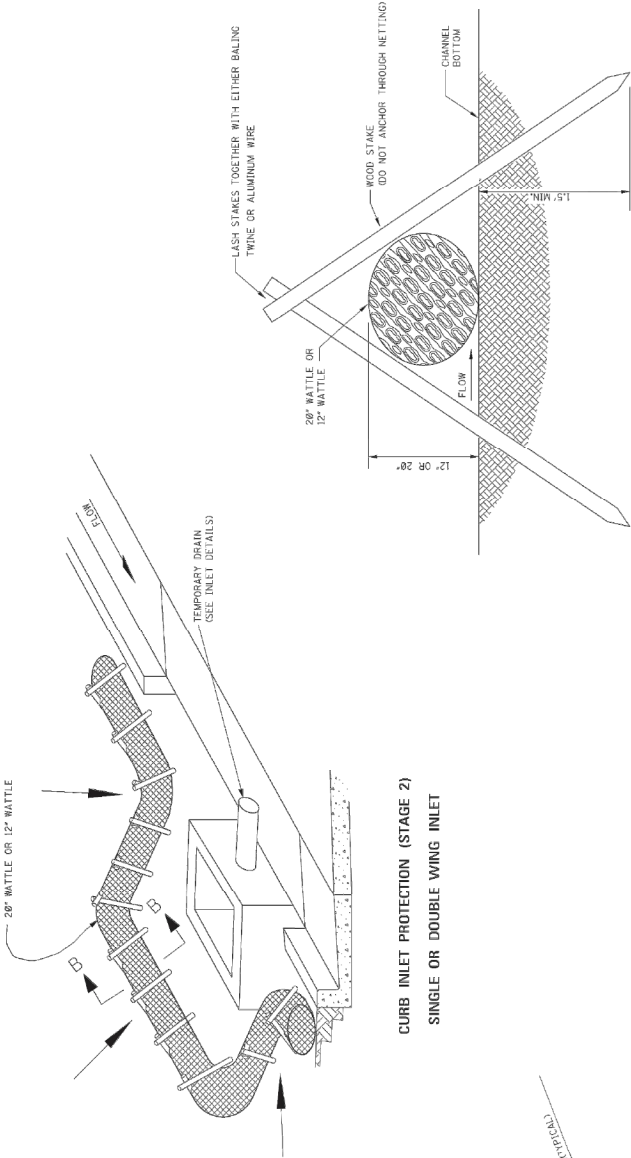
DETAILS OF SILT FENCE
INSTALLATION

WORKING NUMBER
ECD-3

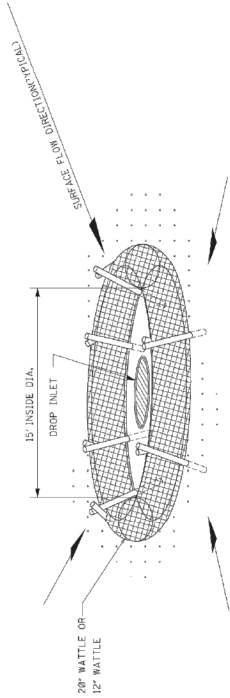
DRAWING NUMBER
8.1

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NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



DROP INLET PROTECTION

- NOTES:
1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 2. OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (0" MIN., 3" MAX).
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 4. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

NOTICE TO DRAWING HOLDER
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ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE
OWNER FOR THE PROJECT DESCRIBED HEREIN. THIS DRAWING
SHALL NOT BE USED FOR EXTENSIONS OF THIS PROJECT OR ON ANY OTHER
PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN
CONSENT OF THE ENGINEER, SHALL BE AT THE USER'S SOLE RISK AND
THE ENGINEER SHALL IN NO MANNER BE RESPONSIBLE FOR ANY
HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND
EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR
RESULTING THEREFROM.

NO.		DATE	BY	REVISIONS	DESCRIPTION
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DRAWING INFORMATION	
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FILE NAME	17433_Stage2.dwg
SCALE	NTS
SURVEYED BY	MAFTEO
DESIGN - DATE	DATE 12/2/2022
DRAWING - DATE	DATE 12/2/2022
CHECKED - DATE	DATE
DATE	DATE

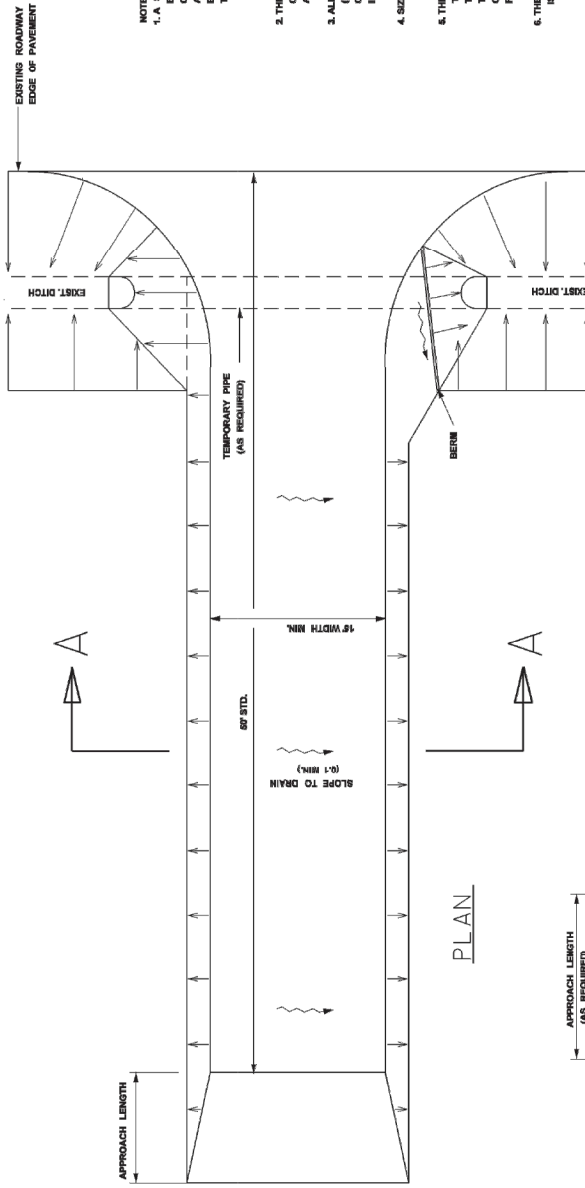
TATUM PARK
FIELDS 16, 18, & COMMON AREA
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

INLET PROTECTION DETAILS
OF WATTLES

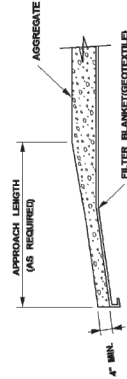
WORKING NUMBER
EOD-13

DRAWING NUMBER
82

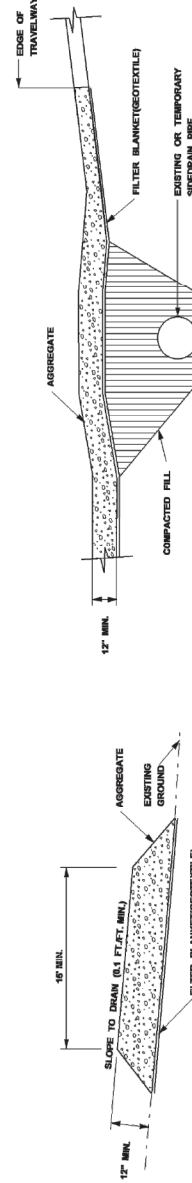
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PLAN



TRANSITION DETAIL



SECTION A-A

RURAL CONNECTION DETAIL

- NOTES:
1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS SHALL BE PROHIBITED. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED AREA.
 2. THE CONTRACTOR MAY PROVIDE AN ALTERNATIVE TECHNIQUE TO MUD EGRESS IF THE ALTERNATIVE MEANS MAY BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
 3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STABILIZED CONSTRUCTION ENTRANCE AGGREGATE CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENT IF SO DIRECTED BY THE ENGINEER.
 4. SIZE 1 STABILIZER AGGREGATE SHALL BE USED.
 5. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN THAT WILL ALLOW IT TO PERFORM ITS FUNCTION TO PREVENT OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS SHALL BE PROHIBITED. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED AREA.
 6. THE NOMINAL SIZE OF A STANDARD STABILIZED CONSTRUCTION ENTRANCE IS 15' X 50' UNLESS OTHERWISE SHOWN IN THE EROSION CONTROL PLAN.

NOTICE TO DRAWING HOLDER
NEEL-SCHAFFER, INC. HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN PERMISSION OF THE ENGINEER, IS PROHIBITED. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES AND RESULTING THEREFROM.

NO.	DATE	BY	REVISIONS

DRAWING INFORMATION	N-S PROJECT NO. NS17433.000
FILE NAME	17433_Standard.dwg
SCALE	NTS
SURVEYED BY	MAFTEO
DESIGN - DATE	DATE 12/20/22
DRAWING - DATE	DATE 12/20/22
CHECKED - DATE	DATE
DATE	DATE

TATUM PARK
FIELDS 16, 18, & COMMON AREA
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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STABILIZED CONSTRUCTION
ENTRANCE

WORKING NUMBER
EOD-16

DRAWING NUMBER
8.4

APPENDIX B
INSPECTION REPORT AND CERTIFICATION FORMS

Keep a Copy Available at the Permitted Facility or Locally Available
Submit the Inspection Reports Only if Requested by the Mississippi Department of Environmental Quality (MDEQ)

**LARGE CONSTRUCTION GENERAL PERMIT
SITE INSPECTION AND CERTIFICATION FORM
COVERAGE NUMBER (MSR10 _ _ _ _)**



INSTRUCTIONS

Results of construction storm water inspections required by ACT6 of this permit shall be recorded on this report form and kept with the Storm Water Pollution Prevention Plan (SWPPP) in accordance with the inspection documentation provisions of ACT9 of the this permit. Inspections shall be performed at least weekly for a minimum of four inspections per month. The coverage number must be listed at the top of all Inspection and Certification Forms.

COVERAGE RECIPIENT INFORMATION

OWNER/PRIME CONTRATOR NAME: _____
PROJECT NAME: _____
PROJECT STREET ADDRESS: _____
PROJECT CITY: _____ PROJECT COUNTY: _____
OWNER/PRIME CONTRACTOR MAILING ADDRESS: _____
MAILING CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ CONTACT PHONE NUMBER: (_____) _____
EMAIL ADDRESS: _____

INSPECTION DOCUMENTATION

DATE (mo/day/yr)	TIME (hr:min AM/PM)	ANY DEFICIENCIES? (CHECK IF YES)	INSPECTOR(S)
		☐	
		☐	
		☐	
		☐	
		☐	
		☐	

Deficiencies Noted During any Inspection (give date(s); attach additional sheets if necessary): _____

Corrective Action Taken or Planned (give date(s); attach additional sheets if necessary): _____

Based upon this inspection, which I or personnel under my direct supervision conducted, I certify that all erosion and sediment controls have been implemented and maintained, except for those deficiencies noted above, in accordance with the Storm Water Pollution Prevention Plan (SWPPP) and sound engineering practices as required by the above referenced permit. I further certify that the LCNOI and SWPPP information is up to date.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Authorized Signature

Date

Printed Name

Title



MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

**MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY (MDEQ)
Large Construction Storm Water General Permit
NPDES Permit MSR10**

LARGE CONSTRUCTION FORMS PACKAGE

- **LARGE CONSTRUCTION NOTICE OF INTENT (LCNOI) FORM..... 2**
- **PRIME CONTRACTOR CERTIFICATION FORM..... 7**
- **REGISTRATION FORM FOR RESIDENTIAL LOT COVERAGE..... 8**
- **SITE INSPECTION AND CERTIFICATION FORM..... 12**
- **MAJOR MODIFICATION FORM..... 13**
- **REQUEST FOR TRANSFER OF PERMIT, GENERAL PERMIT COVERAGE
AND/OR NAME CHANGE 14**
- **INSPECTION SUSPENSION FORM..... 16**
- **REQUEST FOR TERMINATION OF COVERAGE 17**

These standard forms are used to apply for permit coverage under the Large Construction Storm Water General Permit and for submittals and record keeping required by permit conditions after coverage has been granted. The forms are on our website at www.deq.state.ms.us/MDEQ.nsf/page/epd_epdgeneral. Required information can be completed on screen, printed and signed.



MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

LARGE CONSTRUCTION NOTICE OF INTENT (LCNOI) FOR COVERAGE UNDER THE LARGE CONSTRUCTION STORM WATER GENERAL NPDES PERMIT

INSTRUCTIONS

The Large Construction Notice of Intent (LCNOI) is for coverage under the Large Construction General Permit for land disturbing activities of five (5) acres or greater; or for land disturbing activities, which are part of a larger common plan of development or sale that are initially less than five (5) acres but will ultimately disturb five (5) or more acres. Applicant must be the owner or operator. For construction activities, the operator is typically the prime contractor. The owner(s) of the property and the prime contractor associated with regulated construction activity on the property have joint and severable responsibility for compliance with the Large Construction Storm Water General Permit MSR10.

If the company seeking coverage is a corporation, a limited liability company, a partnership, or a business trust, attach proof of its registration with the Mississippi Secretary of State and/or its Certificate of Good Standing. This registration or Certificate of Good Standing must be dated within twelve (12) months of the date of the submittal of this coverage form. Coverage will be issued in the company name as it is registered with the Mississippi Secretary of State.

Completed LCNOIs should be filed at least thirty (30) days prior to the commencement of construction. Discharge of storm water from large construction activities without written notification of coverage is a violation of state law.

Submittals with this LCNOI must include:

- A site-specific Storm Water Pollution Prevention Plan (SWPPP) developed in accordance with ACT5 of the General Permit
- A detailed site-specific scaled drawing showing the property layout and the features outlined in ACT5 of the General Permit
- A United States Geological Survey (USGS) quadrangle map or photocopy, extending at least one-half mile beyond the facility property boundaries with the site location and outfalls outlined or highlighted. The name of the quadrangle map must be shown on all copies. Quadrangle maps can be obtained from the MDEQ, Office of Geology at 601-961-5523.

Additional submittals may include the following, if applicable:

- Appropriate Section 404 documentation from U.S. Army Corps of Engineers
- Appropriate documentation concerning future disposal of sanitary sewage and sewage collection system construction
- Appropriate documentation from the MDEQ Office of Land & Water concerning dam construction and low flow requirements
- Approval from County Utility Authority in Hancock, Harrison, Jackson, Pearl River and Stone Counties

ALL QUESTIONS MUST BE ANSWERED (Answer "NA" if the question is not applicable)

MSR10 _ _ _ _

(NUMBER TO BE ASSIGNED BY STATE)

APPLICANT IS THE: ☒ OWNER ☐ PRIME CONTRACTOR

OWNER CONTACT INFORMATION

OWNER CONTACT PERSON: Hunter White
OWNER COMPANY LEGAL NAME: City of Hattiesburg
OWNER STREET OR P.O. BOX: P.O. Box 1898
OWNER CITY: Hattiesburg STATE: MS ZIP: 39403-1898
OWNER PHONE #: (601) 545-4501 OWNER EMAIL: hwhite@hattiesburgms.com

PRIME CONTRACTOR CONTACT INFORMATION

PRIME CONTRACTOR CONTACT PERSON: _____
PRIME CONTRACTOR COMPANY LEGAL NAME: _____
PRIME CONTRACTOR STREET OR P.O. BOX: _____
PRIME CONTRACTOR CITY: _____ STATE: _____ ZIP: _____
PRIME CONTRACTOR PHONE #: (____) _____ PRIME CONTRACTOR EMAIL: _____

FACILITY SITE INFORMATION

FACILITY SITE NAME: Tatum Park
FACILITY SITE ADDRESS (If the physical address is not available, please indicate the nearest named road. For linear projects indicate the beginning of the project and identify all counties the project traverses.)
STREET: Parkway Boulevard within Tatum Park
CITY: Hattiesburg STATE: MS COUNTY: Forrest ZIP: 39401
FACILITY SITE TRIBAL LAND ID (N/A If not applicable): NA
LATITUDE: 31 degrees 16 minutes 58 seconds LONGITUDE: 89 degrees 18 minutes 54 seconds
LAT & LONG DATA SOURCE (GPS (Please GPS Project Entrance/Start Point) or Map Interpolation): Map Interpolation
TOTAL ACREAGE THAT WILL BE DISTURBED ¹: 7.50
IS THIS PART OF A LARGER COMMON PLAN OF DEVELOPMENT? YES ☐ NO ☒
IF YES, NAME OF LARGER COMMON PLAN OF DEVELOPMENT: _____
AND PERMIT COVERAGE NUMBER: MSR10 _ _ _ _
ESTIMATED CONSTRUCTION PROJECT START DATE: 2023-04-19
YYYY-MM-DD
ESTIMATED CONSTRUCTION PROJECT END DATE: 2023-09-04
YYYY-MM-DD
DESCRIPTION OF CONSTRUCTION ACTIVITY: Artificial Turf and Natural Turf Fields, irrigation, lighting, fencing
PROPOSED DESCRIPTION OF PROPERTY USE AFTER CONSTRUCTION HAS BEEN COMPLETED:
Soccer, Lacrosse, Flag Football
SIC Code _ _ _ _ NAICS Code _ _ _ _

NEAREST NAMED RECEIVING STREAM: Burkett's Creek

IS RECEIVING STREAM ON MISSISSIPPI'S 303(d) LIST OF IMPAIRED WATER BODIES? (The 303(d) list of impaired waters and TMDL stream segments may be found on MDEQ's web site: http://www.deq.state.ms.us/MDEQ.nsf/page/TWB_Total_Maximum_Daily_Load_Section) YES ☐ NO ☒

HAS A TMDL BEEN ESTABLISHED FOR THE RECEIVING STREAM SEGMENT? YES ☐ NO ☒

ARE THERE RECREATIONAL STREAMS, PRIVATE/PUBLIC PONDS OR LAKES WITHIN ½ MILE DOWNSTREAM OF PROJECT BOUNDARY THAT MAY BE IMPACTED BY THE CONSTRUCTION ACTIVITY? YES ☐ NO ☒

EXISTING DATA DESCRIBING THE SOIL (for linear projects please describe in SWPPP):
Prentiss Loam and Susquehanna silt loam

WILL FLOCCULANTS BE USED TO TREAT TURBIDITY IN STORM WATER? YES ☐ NO ☒

IF YES, INDICATE THE TYPE OF FLOCCULANT. ☐ ANIONIC POLYACRYLAMIDE (PAM)
☐ OTHER _____

IF YES, DOES THE SWPPP DESCRIBE THE METHOD OF INTRODUCTION, THE LOCATION OF INTRODUCTION AND THE LOCATION OF WHERE FLOCCULATED MATERIAL WILL SETTLE? YES ☐ NO ☐

¹Acreage for subdivision development includes areas disturbed by construction of roads, utilities and drainage. Additionally, a housesite of at least 10,000 ft² per lot (entire lot, if smaller) shall be included in calculating acreage disturbed.

DOCUMENTATION OF COMPLIANCE WITH OTHER REGULATIONS/REQUIREMENTS
COVERAGE UNDER THIS PERMIT WILL NOT BE GRANTED UNTIL ALL OTHER REQUIRED
MDEQ PERMITS AND APPROVALS ARE SATISFACTORILY ADDRESSED

IS LCNOI FOR A FACILITY THAT WILL REQUIRE OTHER PERMITS?

YES ☐

NO ☒

IF YES, CHECK ALL THAT APPLY: ☐ AIR ☐ HAZARDOUS WASTE ☐ PRETREATMENT
 ☐ WATER STATE OPERATING ☐ INDIVIDUAL NPDES ☐ OTHER: _____

IS THE PROJECT REROUTING, FILLING OR CROSSING A WATER CONVEYANCE OF ANY KIND? (If yes, contact the U.S. Army Corps of Engineers' Regulatory Branch for permitting requirements.) YES ☐ NO ☒

IF THE PROJECT REQUIRES A CORPS OF ENGINEER SECTION 404 PERMIT, PROVIDE APPROPRIATE DOCUMENTATION THAT:

- The project has been approved by individual permit, or
- The work will be covered by a nationwide permit and NO NOTIFICATION to the Corps is required, or
- The work will be covered by a nationwide or general permit and NOTIFICATION to the Corps is required

IS A LAKE REQUIRING THE CONSTRUCTION OF A DAM BEING PROPOSED? YES ☐ NO ☒
(If yes, provide appropriate approval documentation from MDEQ Office of Land and Water, Dam Safety.)

IF THE PROJECT IS A SUBDIVISION OR A COMMERCIAL DEVELOPMENT, HOW WILL SANITARY SEWAGE BE DISPOSED? Check one of the following and attach the pertinent documents.

- ☐ Existing Municipal or Commercial System. Please attach plans and specifications for the collection system and the associated "Information Regarding Proposed Wastewater Projects" form or approval from County Utility Authority in Hancock, Harrison, Jackson, Pearl River and Stone Counties. If the plans and specifications can not be provided at the time of LCNOI submittal, MDEQ will accept written acknowledgement from official(s) responsible for wastewater collection and treatment that the flows generated from the proposed project can and will be transported and treated properly. The letter must include the estimated flow.
- ☐ Collection and Treatment System will be Constructed. Please attach a copy of the cover of the NPDES discharge permit from MDEQ or indicate the date the application was submitted to MDEQ (Date: _____.)
- ☐ Individual Onsite Wastewater Disposal Systems for Subdivisions Less than 35 Lots. Please attach a copy of the Letter of General Acceptance from the Mississippi State Department of Health or certification from a registered professional engineer that the platted lots should support individual onsite wastewater disposal systems.
- ☐ Individual Onsite Wastewater Disposal Systems for Subdivisions Greater than 35 Lots. A determination of the feasibility of installing a central sewage collection and treatment system must be made by MDEQ. A copy of the response from MDEQ concerning the feasibility study must be attached. If a central collection and wastewater system is not feasible, then please attach a copy of the Letter of General Acceptance from the State Department of Health or certification from a registered professional engineer that the platted lots should support individual onsite wastewater disposal systems.

INDICATE ANY LOCAL STORM WATER ORDINANCE WITH WHICH THE PROJECT MUST COMPLY:

City of Hattiesburg

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.


Signature of Applicant¹ (owner or prime contractor)

01/11/23
Date Signed

Hunter White
Printed Name¹

Interim Director of Transportation/Engineering
Title

¹This application shall be signed as follows:

- For a corporation, by a responsible corporate officer.
- For a partnership, by a general partner.
- For a sole proprietorship, by the proprietor.

For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official

Please submit the LCNOI form to:

Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

PRIME CONTRACTOR CERTIFICATION

LARGE CONSTRUCTION GENERAL PERMIT

Coverage No. MSR10 _____ County _____

(Fill in your Certificate of Coverage Number and County)



MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

By completing and submitting this form to MDEQ, the prime contractor is certifying that (1) they have operational control over the erosion and sediment control specifications (including the ability to make modifications to such specifications) or (2) they have day-to-day operational control of those activities at the site necessary to ensure compliance with the SWPPP and applicable permit conditions.

The owner(s) of the property and the prime contractor associated with regulated construction activity on the property have joint and severable responsibility for compliance with the permit. Notwithstanding any permit condition to the contrary, the coverage recipient and any person who causes pollution of waters of the state or places waste in a location where they are likely to cause pollution of any waters of the state shall remain responsible under applicable federal and state laws and regulations and applicable permits.

PRIME CONTRACTOR INFORMATION

PRIME CONTRACTOR CONTACT PERSON: _____ PHONE NUMBER: (____) _____

PRIME CONTRACTOR COMPANY: _____

PRIME CONTRACTOR STREET (P.O. BOX): _____

PRIME CONTRACTOR CITY: _____ STATE: _____ ZIP: _____

E-MAIL ADDRESS: _____

OWNER INFORMATION

OWNER CONTACT PERSON: _____ PHONE NUMBER: (____) _____

OWNER COMPANY NAME: _____

PROJECT INFORMATION

PROJECT NAME: _____

DESCRIPTION OF CONSTRUCTION ACTIVITY: _____

PHYSICAL SITE ADDRESS (If the physical address is not available indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.)

STREET: _____

CITY: _____ COUNTY: _____

I certify that I am the prime contractor for this project and will comply with all the requirements in the above referenced general NPDES permit. I further certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Prime Contractor Signature¹ _____

Date Signed _____

Printed Name¹ _____

Title _____

¹This application shall be signed as follows:

- For a corporation, by a responsible corporate officer.
- For a partnership, by a general partner.
- For a sole proprietorship, by the proprietor.
- For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official.

This Prime Contractors Certification form shall be submitted to:

Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

Keep a Copy Available at the Permitted Facility or Locally Available
Submit the Inspection Reports Only if Requested by the Mississippi Department of Environmental Quality (MDEQ)

**LARGE CONSTRUCTION GENERAL PERMIT
SITE INSPECTION AND CERTIFICATION FORM
COVERAGE NUMBER (MSR10 _ _ _ _)**



INSTRUCTIONS

Results of construction storm water inspections required by ACT6 of this permit shall be recorded on this report form and kept with the Storm Water Pollution Prevention Plan (SWPPP) in accordance with the inspection documentation provisions of ACT9 of the this permit. Inspections shall be performed at least weekly for a minimum of four inspections per month. The coverage number must be listed at the top of all Inspection and Certification Forms.

COVERAGE RECIPIENT INFORMATION

OWNER/PRIME CONTRATOR NAME: _____
PROJECT NAME: _____
PROJECT STREET ADDRESS: _____
PROJECT CITY: _____ PROJECT COUNTY: _____
OWNER/PRIME CONTRACTOR MAILING ADDRESS: _____
MAILING CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ CONTACT PHONE NUMBER: (_____) _____
EMAIL ADDRESS: _____

INSPECTION DOCUMENTATION

DATE (mo/day/yr)	TIME (hr:min AM/PM)	ANY DEFICIENCIES? (CHECK IF YES)	INSPECTOR(S)
		☐	
		☐	
		☐	
		☐	
		☐	
		☐	

Deficiencies Noted During any Inspection (give date(s); attach additional sheets if necessary): _____

Corrective Action Taken or Planned (give date(s); attach additional sheets if necessary): _____

Based upon this inspection, which I or personnel under my direct supervision conducted, I certify that all erosion and sediment controls have been implemented and maintained, except for those deficiencies noted above, in accordance with the Storm Water Pollution Prevention Plan (SWPPP) and sound engineering practices as required by the above referenced permit. I further certify that the LCNOI and SWPPP information is up to date.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Authorized Signature

Date

Printed Name

Title

**MAJOR MODIFICATION FORM
FOR LARGE CONSTRUCTION GENERAL PERMIT**
Coverage No. MSR10 _____ County _____



MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

INSTRUCTIONS

Coverage recipients shall notify the Mississippi Department of Environmental Quality at least 30 days in advance of the following activities (check all that apply). This form should be submitted with a modified Storm Water Pollution Prevention Plan (SWPPP), updated USGS topographic map, Corps of Engineers Section 404 documentation and wastewater collection and treatment information, as appropriate.

- ☐ SWPPP details have been developed and are ready for MDEQ review for subsequent phases of an existing, covered project.
- ☐ "Footprint" identified in the original LCNOI is proposed to be enlarged.

This form must be signed by the current coverage recipient under Mississippi's Large Construction General Permit. A different developer of new phases of existing subdivisions must apply for separate permit coverage through the submittal of a new complete LCNOI package. Coverage recipients are authorized to discharge storm water associated with proposed expansions of existing subdivisions or subsequent phases, under the conditions of the General Permit, only upon receipt of written notification of approval by MDEQ. All other modifications, such as changes of erosion and sediment controls used, must be in accordance with ACT6, S-1 (6) and S-2 (7) of the General Permit.

ALL INFORMATION MUST BE COMPLETED (indicate "N/A" where not applicable)

COVERAGE RECIPIENT INFORMATION

COVERAGE RECIPIENT CONTACT NAME: _____ TEL # (____) _____

COMPANY NAME: _____

STREET OR P.O. BOX: _____

CITY: _____ STATE: _____ ZIP: _____ E-MAIL: _____

PROJECT INFORMATION

PROJECT NAME: _____

CITY: _____

ADDITIONAL ACREAGE TO BE DISTURBED: _____ TOTAL PROJECT ACREAGE: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature (must be signed by coverage recipient)

Date

Printed Name

Title

Please submit this form to:

Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

Environmental Permits for Industrial Facilities

Request for Transfer of Permit, General Permit Coverage and/or Name Change

Instructions: For Ownership Change-Complete all Items on Page 1 (except Item VIII) and Page 2 (reverse side).
For Name Change Only-Complete Items I, II, V, VI, VII, VIII, and Page 2 (reverse side).

Note-This form should be submitted to MDEQ when a transferal date is finalized but prior to the actual transfer.

Item I. Facility Name: _____ Location: (Do Not Use P.O. Box) Street: _____ City: _____ State: <u>MS</u> Zip: _____ County: _____ Telephone: (_____) _____	Item II. Responsible official after transfer or name change: Name: _____ Title: _____ Mailing Address: Street/P.O. Box: _____ City: _____ State: _____ Zip: _____ Telephone (_____) _____				
Item III. Previous Permittee¹: _____ Mailing Address: Street/P.O. Box: _____ City: _____ State: _____ Zip: _____ Telephone: (_____) _____	Item IV. New Permittee¹: _____ Mailing Address: Street/P.O. Box: _____ City: _____ State: _____ Zip: _____ Telephone: (_____) _____				
Item V. Industrial Activity SIC Code: _____ Brief Description: _____	Item VI. Will Facility Operations Change? Yes _____ No _____ If yes, the appropriate applications and permits may require modification prior to change.				
Item VII. Will Facility Name Change? Yes _____ No _____ If Yes, Provide New Name for Permit Coverage. New Name: _____	Item VIII. Signature for Name Change Print Name: _____ Authorized Signature²: _____ Title: _____ Date: _____				
Item IX. We the undersigned request transfer of permit(s) and/or permit coverage(s) listed on the backside of this form. From: _____ To: _____ Acquisition Date: _____ By signature below, the recipient certifies that: 1) they are aware of the requirements of the permit(s), 2) the applicant can demonstrate to the Permit Board it has the financial resources and operational expertise and 3) agrees to accept responsibility and liability for the permit(s) listed on the back of this document. By signature below, the previous permittee is requesting that the permit(s) and/or permit coverage(s) be transferred to the recipient. The transfer of the permit(s) or permit coverage(s) will be by written notification from the Office of Pollution Control (OPC). The OPC may require submittal of information regarding financial capability and past compliance history of the recipient. <table style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 50%;"> _____ Print New Permittee¹ Name _____ New Authorized Signature² _____ Title </td> <td style="width: 50%;"> _____ Print Previous Permittee¹ Name _____ Previous Authorized Signature² _____ Title </td> </tr> <tr> <td style="text-align: center;"> _____ Date </td> <td style="text-align: center;"> _____ Date </td> </tr> </table>		_____ Print New Permittee¹ Name _____ New Authorized Signature² _____ Title	_____ Print Previous Permittee¹ Name _____ Previous Authorized Signature² _____ Title	_____ Date	_____ Date
_____ Print New Permittee¹ Name _____ New Authorized Signature² _____ Title	_____ Print Previous Permittee¹ Name _____ Previous Authorized Signature² _____ Title				
_____ Date	_____ Date				

¹A Permittee is a company or individual that has been issued an individual permit or coverage under a general permit.

²Authorized Signature must be owner or in the case of a corporation, a corporate officer as defined in Regulations 11 Miss. Admin. Code Pt. 2, Ch. 2. and 11 Miss. Admin. Code Pt. 6, Ch. 1.

Mississippi Department of Environmental Quality/Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225
(601) 961-5171

Item X. Storm Water (Check One) ☐ A Storm Water Pollution Prevention Plan (SWPPP) is not required for the site. ☐ The recipient certifies that they have received a copy of the Office of Pollution Control approved SWPPP from the original owner. ☐ The recipient is submitting a new SWPPP, which is attached to this form. ☐ A copy of the SWPPP cannot be obtained from the original owner.	Item XI. Hazardous Waste ID Number EPA ID No. _____ (Check One) ☐ An EPA Hazardous Waste ID Number is not required for the site. ☐ The site's EPA ID Number is listed above and a Notification of Regulated Waste Activity Form is attached.
Item XII. Permit(s) and/or Coverage(s) to be Transferred	
Permit Type: _____ Permit/Coverage No.: _____ Permit Issuance Date: _____ Date of General Permit Coverage: _____ Permit Expiration Date: _____	Permit Type: _____ Permit/Coverage No.: _____ Permit Issuance Date: _____ Date of General Permit Coverage: _____ Permit Expiration Date: _____
Permit Type: _____ Permit/Coverage No.: _____ Permit Issuance Date: _____ Date of General Permit Coverage: _____ Permit Expiration Date: _____	Permit Type: _____ Permit/Coverage No.: _____ Permit Issuance Date: _____ Date of General Permit Coverage: _____ Permit Expiration Date: _____
Permit Type: _____ Permit/Coverage No.: _____ Permit Issuance Date: _____ Date of General Permit Coverage: _____ Permit Expiration Date: _____	Permit Type: _____ Permit/Coverage No.: _____ Permit Issuance Date: _____ Date of General Permit Coverage: _____ Permit Expiration Date: _____
Permit Type: _____ Permit/Coverage No.: _____ Permit Issuance Date: _____ Date of General Permit Coverage: _____ Permit Expiration Date: _____	OTHER INFORMATION:

INSPECTION SUSPENSION FORM

UNDER LARGE CONSTRUCTION STORM WATER GENERAL NPDES PERMIT MSR10



MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

INSTRUCTIONS

Coverage recipients under Mississippi's Large Construction Storm Water General Permit may temporarily suspend required weekly inspections of erosion and sediment controls and monthly record keeping by submission of this form. Inspections may be suspended only when land disturbing activities have ceased, no further land disturbing activities are planned for a period of at least six (6) months, the site is stable with no active erosion, and vegetative cover has been established (see ACT9, S-1). The coverage recipient is responsible for all permit conditions during the suspension period and nothing in this condition shall limit the rights of MDEQ to take enforcement or other actions against the coverage recipient. Once land disturbing activities resume MDEQ must be notified and all inspections and record keeping required by the permit must also resume. Color photographs, representative of the construction site, must be submitted with this inspection form.

COVERAGE RECIPIENT INFORMATION

COVERAGE RECIPIENT CONTACT PERSON: _____

COMPANY NAME: _____

STREET OR P.O. BOX: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE # (INCLUDE AREA CODE): _____ E-MAIL: _____

PROJECT INFORMATION

CONSTRUCTION STORM WATER GENERAL PERMIT COVERAGE NUMBER: **MSR10** _ _ _ _

PROJECT NAME: _____

CITY: _____ COUNTY: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. **I further certify that: land disturbing activities have ceased, no further land disturbing activities are planned for a period of at least six (6) months, the site is stable with no active erosion, and vegetative cover has been established.**

Signature (must be signed by coverage recipient) _____

Date Signed _____

Printed Name _____

Title _____

Please submit this form to:

Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

Request for Termination (RFT) of Coverage



LARGE CONSTRUCTION GENERAL PERMIT
Coverage No. MSR10 _____ **County** _____
(Fill in your Certificate of Coverage Number and County)

This form must be submitted within thirty (30) days of achieving final stabilization (see ACT10, S-1 of general permit). Failure to submit this form is a violation of permit conditions.

The signatory of this form must be the owner or operator (prime contractor) who is the current coverage recipient (rather than the project manager or environmental consultant).

(Please Print or Type)

Project Name: _____

Physical Site Street Address (if not available, indicate nearest named road): _____

City: _____ **County:** _____ **Zip:** _____

Coverage Recipient Company Name: _____

Street Address / P.O. Box: _____

City: _____ **State:** _____ **Zip:** _____

Coverage Recipient Contact Name and Position: _____ **Tel. #: ()** _____

Has another owner(s) or operator(s) assumed control over all areas of the site that have not reached final stabilization?

RESIDENTIAL SUBDIVISIONS:

- ☐ **YES. A copy of the Registration Form for Residential Lot Coverage for each lot or out parcel that has been sold and a site map, indicating which lots have been sold, are attached.**
- ☐ **NO. Coverage may not be terminated until all areas have reached final stabilization.**

COMMERCIAL DEVELOPMENT:

- ☐ **YES. A copy of the site map, indicating which out-parcels have been sold, is attached.**
- ☐ **NO. Coverage may not be terminated until all areas have reached final stabilization.**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations. I understand that by submitting this Request for Termination and receiving written confirmation, I will no longer be authorized to discharge storm water associated with construction activity under this general permit. Discharging pollutants associated with construction activity to waters of the State without proper permit coverage is a violation of state law. I also understand that the submittal of this Request for Termination does not release an owner or operator from liability for any violations of this permit or the Clean Water Act.

Authorized Name (Print) Telephone Signature Date Signed

¹This application shall be signed according to the General Permit, ACT11, T-7 as follows:

- For a corporation, by a responsible corporate officer.
- For a partnership, by a general partner.
- For a sole proprietorship, by the proprietor.
- For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official.

After signing please mail to: Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

TATUM PARK

FIELDS 16, 18, AND COMMON AREA

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

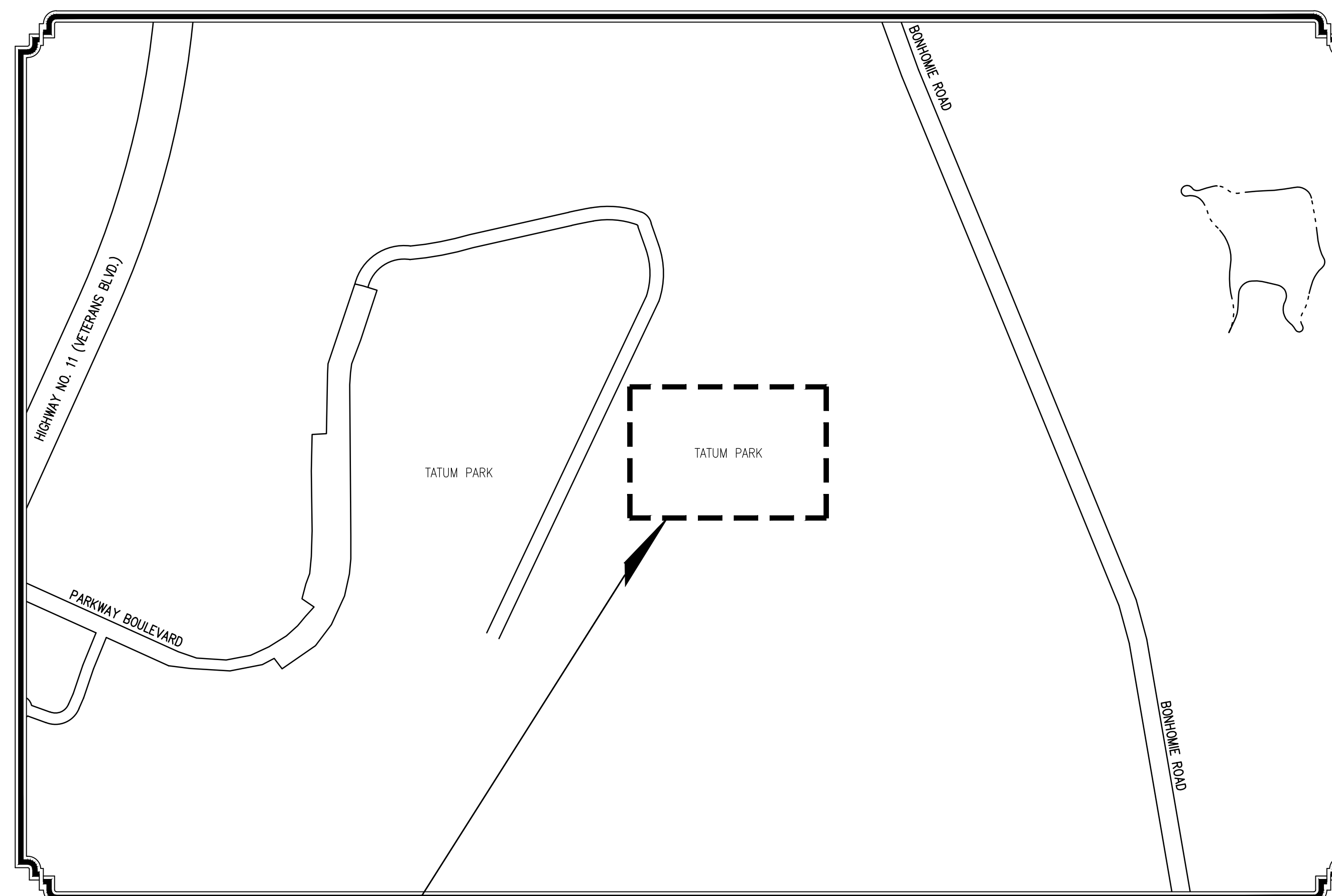
ANN JONES

COUNCIL MEMBERS

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

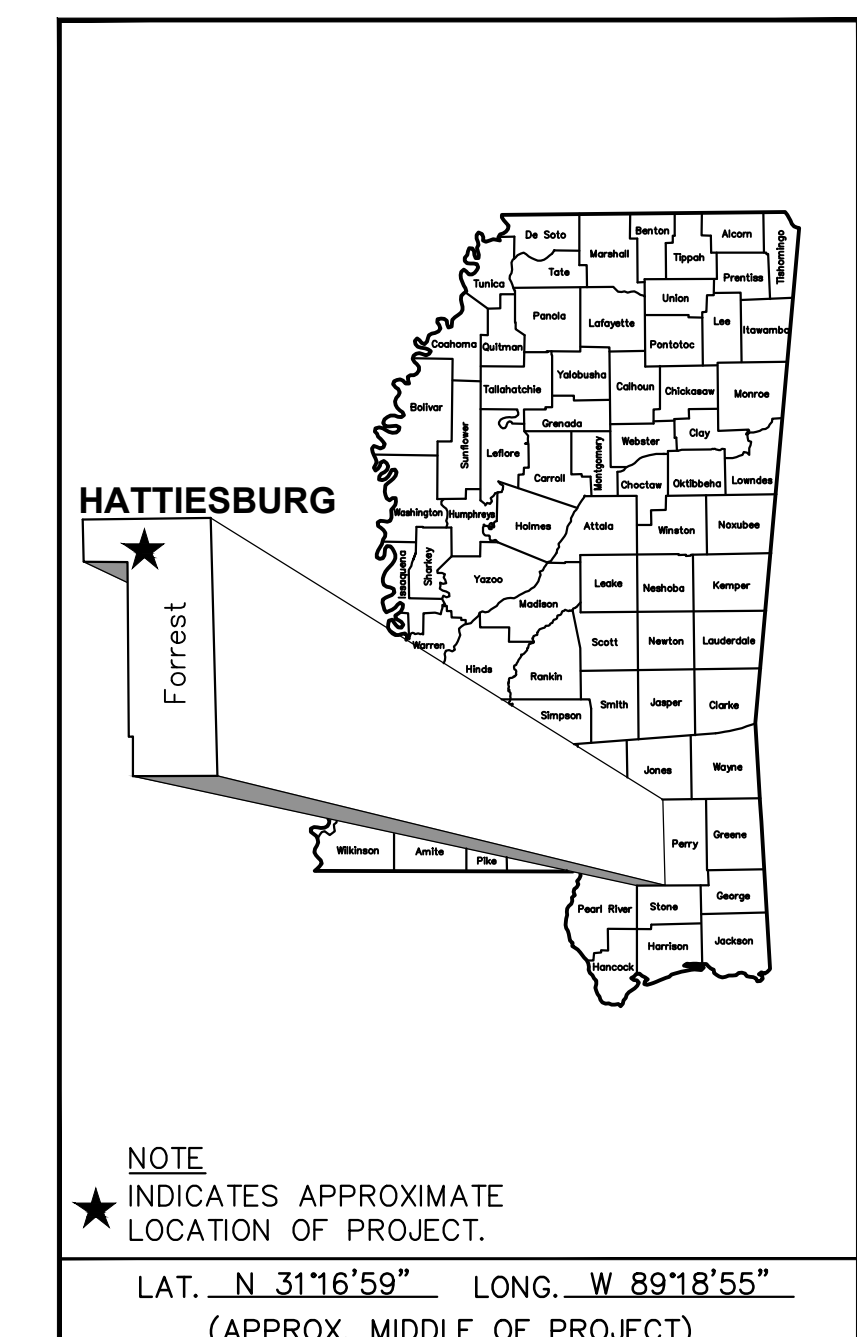
UTILITIES

TELEPAK DBA C SPIRE (FIBER)
UNITI (FIBER)
MISSISSIPPI POWER COMPANY (POWER)
SPIRE MS INC (GAS)
COMCAST CABLE (TV, TELEPHONE & FIBER)
AT&T (TELEPHONE)
CITY OF HATTIESBURG (WATER & SEWER)



PROJECT AREA

VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFER
Solutions you can build upon



DAVID AUSTIN LOVITT, ASLA
MISSISSIPPI LICENSE NO. 0658

DATE

2/27/2023 2:28 PM c:\17020\hattiesburg\17433 - lotum park fields 16-18 & common area\design\plan\17433_notes.dwg

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.
2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY 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 PRICE BID FOR CONTRACT ITEMS.
6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).
7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.
8. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
9. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE PROJECT LIMITS. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.
10. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
11. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.
12. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
14. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
15. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER SUB-CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.
16. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.
17. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).
19. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM FOR MAINTENANCE OF TRAFFIC.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).
21. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

22. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.
23. THE US DEPARTMENT OF TRANSPORTATION REGULATES ACCESSIBILITY FOR CONSTRUCTION SITES. THESE ARE LOCATED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE US ACCESS BOARD (DEPARTMENT OF JUSTICE) REQUIRES THAT ALL PUBLIC RIGHT-OF-WAY BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES. REMINDER: THESE ARE FEDERAL REGULATIONS (A VIOLATION OF FEDERAL LAW). NO CHANGE ORDERS WILL BE GIVEN TO KEEP THESE REQUIREMENTS IN PLACE.
- THE US DOT AND THE DOJ WILL BE CONTACTED IF THE CONTRACTOR FAILS TO KEEP THESE IN PLACE.
24. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.
25. BURNING WILL NOT BE ALLOWED ON SITE.
26. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.
27. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
28. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
29. TREE MAINTENANCE IS NOTED IN THE PLANS AND SHALL BE INCLUDED AS 618--A001 MAINTENANCE OF TRAFFIC. THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE TREE PROTECTION ZONE (AREA BETWEEN THE TRUNK AND TEMPORARY ORANGE CONSTRUCTION FENCE) INCLUDE:

a. PARKING VEHICLES OR EQUIPMENT, STORAGE OF BUILDING MATERIALS, REFUSE, OR EXCAVATED SOILS, OR DUMPING POISONOUS MATERIAL ON OR AROUND TREES AND ROOTS. POISONOUS MATERIALS INCLUDE, BUT ARE NOT LIMITED TO PAINT, PETROLEUM PRODUCTS, CONCRETE, STUCCO MIX, DIRTY WATER OR ANY MATERIAL THAT MAY BE HARMFUL TO TREE HEALTH

b. THE USE OF TREE TRUNKS AS A BACKSTOP, WINCH SUPPORT, ANCHORAGE, AS A TEMPORARY POWER POLE, SIGNPOST OR OTHER SIMILAR FUNCTION

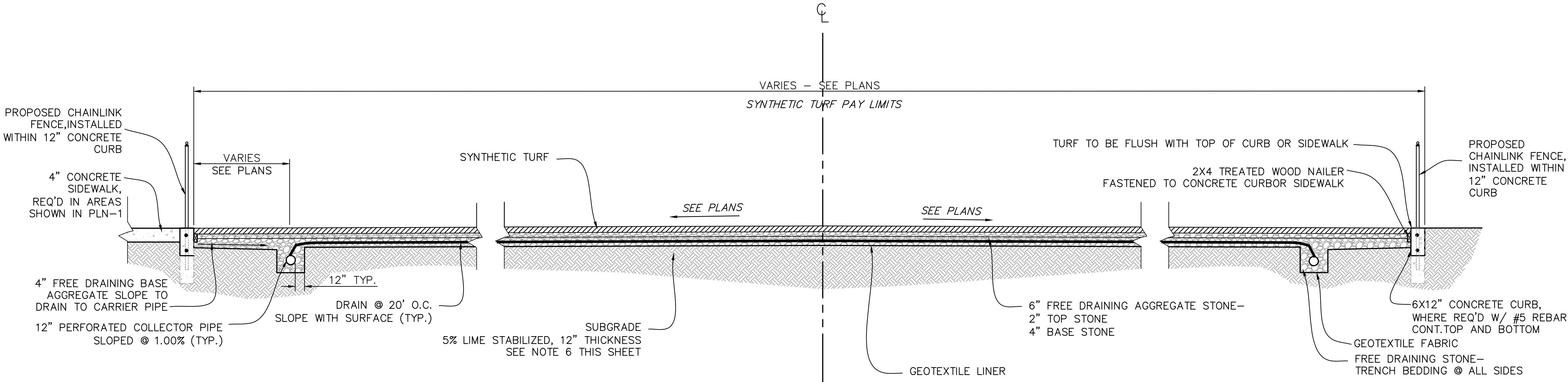
c. CUTTING OF TREE ROOTS BY UTILITY TRENCHING, FOUNDATION DIGGING, PLACEMENT OF CURBS AND TRENCHES, OR OTHER MISCELLANEOUS EXCAVATIONS WITHOUT PRIOR APPROVAL OF THE OWNER'S PROJECT REPRESENTATIVE.

d. SOIL DISTURBANCE OR GRADE CHANGE

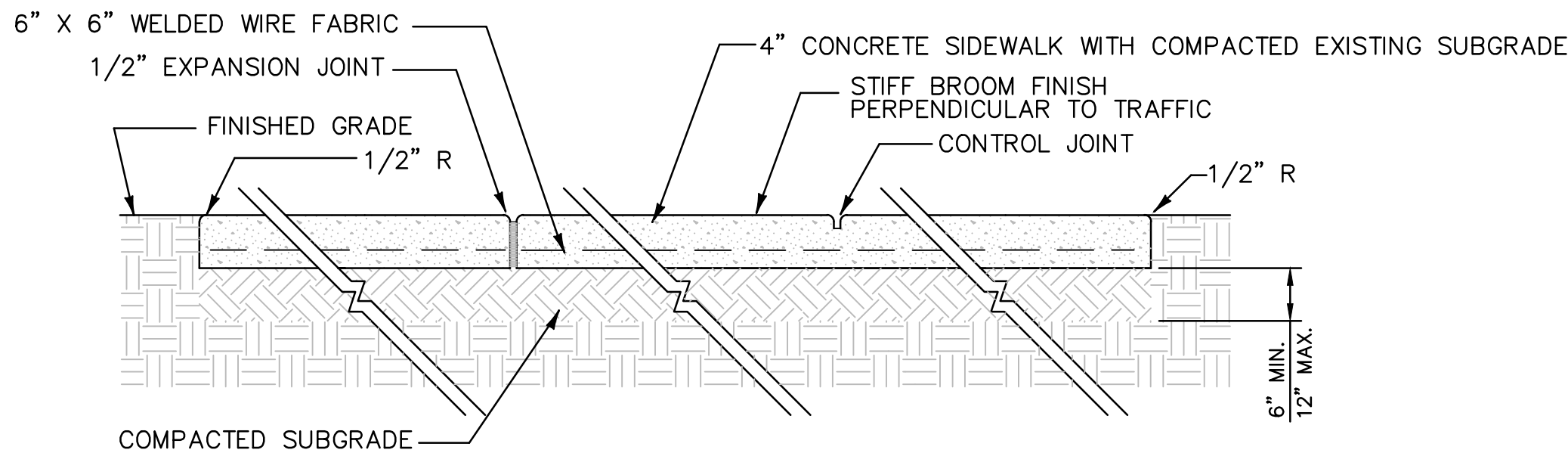
e. DRAINAGE CHANGES
30. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO EXCAVATION OCCURRING UNDER ANY MATURE TREE CANOPY. CONTRACTOR MAY BE REQUIRED TO HAND EXCAVATE OR AIR EXCAVATE THESE AREAS AS DIRECTED BY THE ENGINEER.
31. PRIOR TO CONSTRUCTION, VARIOUS TREES MAY NEED TO BE PRUNED AWAY FROM STRUCTURES OR PROPOSED CONSTRUCTION ACTIVITY. CONSTRUCTION OR CONTRACTOR PERSONNEL ARE NOT ALLOWED TO REMOVE TREES (EXCEPT THOSE NOTED TO BE REMOVED) AND SHALL NOT ATTEMPT PRUNING. ONLY PERSONNEL APPROVED BY THE OWNER'S PROJECT REPRESENTATIVE AND SUPERINTENDENT OF GROUNDS CAN PERFORM PRUNING OR REMOVAL OPERATIONS. THE OWNER WILL PROVIDE QUALIFIED TREE PRUNING SERVICES AND COORDINATE WITH THE CONTRACTOR.

<u>DESCRIPTION OF SHEET</u>	<u>WKG. NO.</u>	<u>SHT. NO.</u>
COVER	COVER	1.0
GENERAL NOTES & INDEX	GN-1	2.0
TYPICAL SECTION	TS-1	3.0
EXISTING CONDITIONS	EX-1	4.0
DEMOLITION PLAN	DEMO-1	4.1
OVERALL SITE PLAN	PLN-1	5.1
DIMENSION PLAN	DIM-1	5.2
FIELD MARKING PLAN - FIELD 18	FM-2	5.3
FENCING PLAN	FENCE-1	5.4
DRAWING KEY - GRADING & DRAINAGE	WKG-1	5.5
GRADING PLAN EAST	WKG-2	5.6
GRADING PLAN WEST	WKG-3	5.7
DRAINAGE PLAN EAST	WKG-4	5.8
DRAINAGE PLAN WEST	WKG-5	5.9
EROSION CONTROL PLAN EAST	WKG-6	5.10
EROSION CONTROL PLAN WEST	WKG-7	5.11
IRRIGATION PLAN	IRR-1	6.0
IRRIGATION QUANTITIES & DETAILS	IRR-1	6.1
DETAIL SHEET 1 - CHAINLINK FENCE & GATES	DET-1	7.0
DETAIL SHEET 2 - NETTING SYSTEM	DET-2	7.1
TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS	ECD-1	8.0
DETAILS OF SILT FENCE INSTALLATION	ECD-3	8.1
INLET PROTECTION/DETAILS OF WATTLES	ECD-13	8.2
INLET PROTECTION/DETAILS OF SANDBAGS	ECD-15	8.3
STABILIZED CONSTRUCTION ENTRANCE	ECD-16	8.4
JUNCTION BOX FOR PIPE CULVERTS	JB-1	8.5
DROP INLET AND GRATE DETAILS FOR PIPE AND BOX CULVERTS	B-9	8.6
TOTAL NUMBER OF SHEETS (27)		

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		TATUM PARK FIELDS 16, 18, & COMMON AREA CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			GENERAL NOTES & INDEX	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17433.000				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: 17433_Notes.dwg				GN-1	2.0

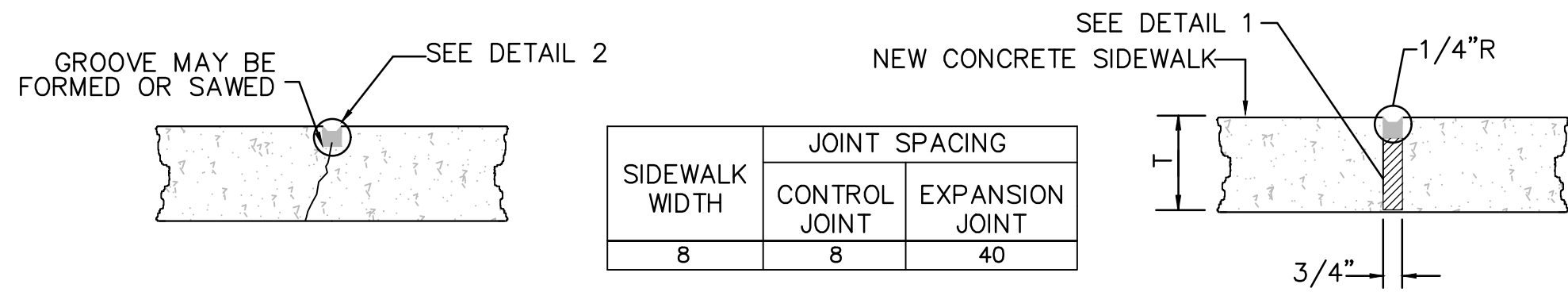


TYPICAL SECTION SYNTHETIC TURF - FIELD 16
NOT TO SCALE

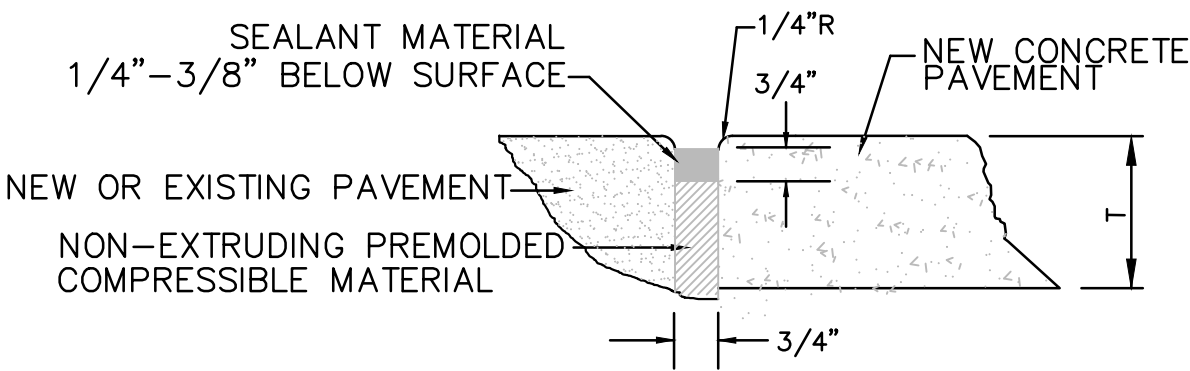


- NOTES:
- 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED W/ 1/2" TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN TABLE ABOVE.
 - HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS SPACED AS SHOWN ABOVE.
 - ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED.

TYPICAL CONCRETE PATH / SIDEWALK DETAIL
NOT TO SCALE

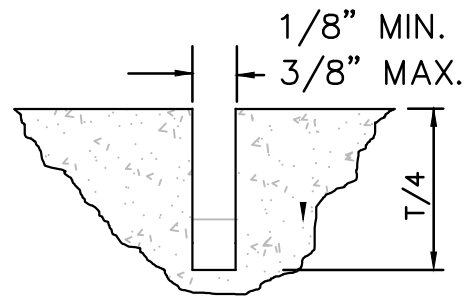


TYPE "A" - CONTROL JOINT
NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE

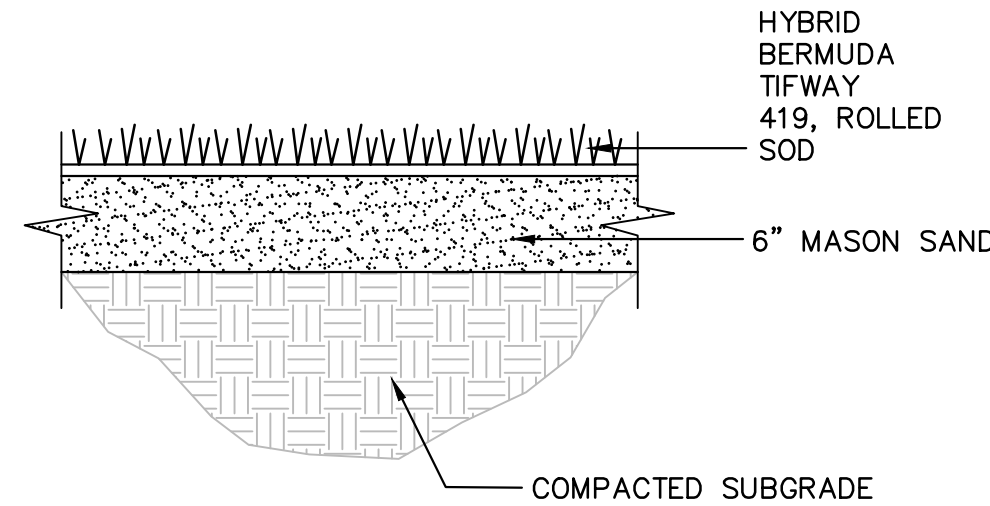
TYPE "B" - EXPANSION JOINT
NOT TO SCALE



DETAIL 2 - CONTROL JOINT
NOT TO SCALE

NATURAL GRASS FIELD NOTES (FIELD 18):

- NATURAL GRASS - FIELD 18 PAY ITEM INCLUDES ALL ITEMS SHOWN IN TYPICAL SECTION (SEE NOTE 6). EARTHWORK/ GRADING TO BE MEASURED & PAID UNDER SEPERATE PAY ITEMS.
- AFTER EXCAVATION OF EXISTING SOIL TO THE PROPER ELEVATIONS REQUIRED, THE NEW SUBGRADE WILL BE SHAPED AND COMPACTED TO DESIGNED DENSITY AND SLOPED TO ALLOW FOR DRAINAGE.
- COMPOSITE DRAINS WILL DRAIN TO A 12" (MIN.) COLLECTOR PIPE WHICH WILL BE CONNECTED TO THE DRAINAGE SYSTEM OUTSIDE OF THE FIELD LIMITS - SEE DRAINAGE PLAN.
- PROOF ROLL REQUIRED (ABSORBED IN NATURAL GRASS OUTFIELD PAY ITEM). LIME STABILIZATION PENDING PROOF ROLL. THE USE OF LIME STABILIZATION TO BE DETERMINED BY THE ENGINEER.
- NATURAL GRASS OUTFIELD PAY ITEM INCLUDES SAND, ROLLED SOD (MAGNUM ROLL BY CLEVERDON FARMS - 33 SQ YD PER ROLL MINIMUM), AND ALL EQUIPMENT AND LABOR NECESSARY TO COMPLETE THE INSTALLATION.



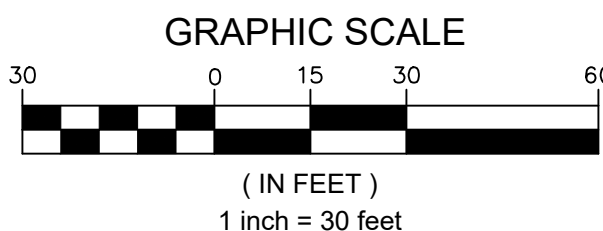
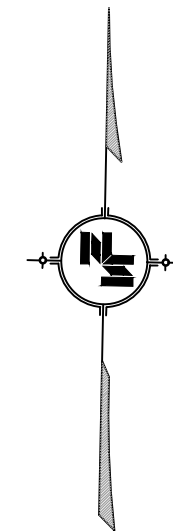
TYPICAL SECTION NATURAL
GRASS -FIELD 18
NOT TO SCALE

NOTES:

- ARTIFICIAL TURF PAY ITEM INCLUDES ALL ITEMS SHOWN IN TYPICAL SECTION (SEE NOTE 8) INCLUDING RUBBER/SAND INFILL. COOLING INFILL (IF ACCEPTED) PAID PER ADD ALT 2 WITH A CREDIT BACK TO OWNER OF RUBBER/SAND INFILL. EARTHWORK/GRADING TO BE MEASURED & PAID UNDER SEPARATE PAY ITEMS.
- AFTER EXCAVATION OF EXISTING SOIL TO THE PROPER ELEVATIONS REQUIRED, THE NEW SUBGRADE WILL BE SHAPED AND COMPACTED TO DESIGNED DENSITY AND SLOPED TO ALLOW FOR DRAINAGE.
- NAILER TO BE INSTALL AROUND PERIMETER TO PROVIDE A SECURE EDGE FOR FASTENING THE SYNTHETIC TURF. IN ALL CASES, THE NAILER AND STONE ARE AT THE SAME ELEVATION. ATTACH NAILER TO CONCRETE CURB OR CONCRETE SIDEWALK, ACCORDING TO PLANS.
- GEOTEXTILE FABRIC WILL BE PLACED OVER THE SUBGRADE, AND COMPOSITE DRAINS ARE TO BE INSTALLED AT 20' O.C. - SEE DRAINAGE PLAN FOR LAYOUT.
- COMPOSITE DRAINS WILL DRAIN TO A 12" (MIN.) COLLECTOR PIPE WHICH WILL BE CONNECTED TO THE DRAINAGE SYSTEM OUTSIDE OF THE FIELD LIMITS - SEE DRAINAGE PLAN.
- FREE DRAINING AGGREGATE SHALL BE PLACED OVER THE COMPOSITE DRAINS AND THE PERIMETER COLLECTOR PIPE AND FINE GRADED.
- PROOF ROLL REQUIRED (ABSORBED IN ARTIFICIAL TURF PAY ITEM). LIME STABILIZATION PENDING PROOF ROLL. THE USE OF LIME STABILIZATION TO BE DETERMINED BY THE ENGINEER.
- ARTIFICIAL TURF PAY ITEM INCLUDES CONCRETE PERIMETER CURB (WHERE CONCRETE SIDEWALK IS NOT REQUIRED), SELECT BEDDING & BACKFILL (IF REQ'D.), GEOTEXTILE FABRIC AND LINER, TOP STONE, BASE STONE, ARTIFICIAL TURF (WITH MARKINGS), SAND/RUBBER INFILL AND ALL EQUIPMENT AND LABOR NECESSARY TO COMPLETE THE INSTALLATION.



EXISTING CONDITIONS LEGEND	
	ASPHALT (POOR CONDITION)
	CONCRETE PAVING
	EXISTING GROUND ELEVATION
	STADIUM LIGHTING
	UTILITY POLE
	ELECTRIC BOX
	SECURITY LIGHT
	FIBER OPTIC BOX
	WATER METER
	FIRE HYDRANT
	WATER VALVE
	SEWER MANHOLE
	EXISTING GROUND CONTOUR
	15" SEWER LINE
	18" SEWER LINE
	8" SEWER LINE
	OVERHEAD POWER LINE
	UNDERGROUND POWER LINE
	2" WATER LINE
	6" WATER LINE
	CHAIN LINK FENCE



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NOTICE TO DRAWING HOLDER
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REVISIONS				DRAWING INFORMATION	
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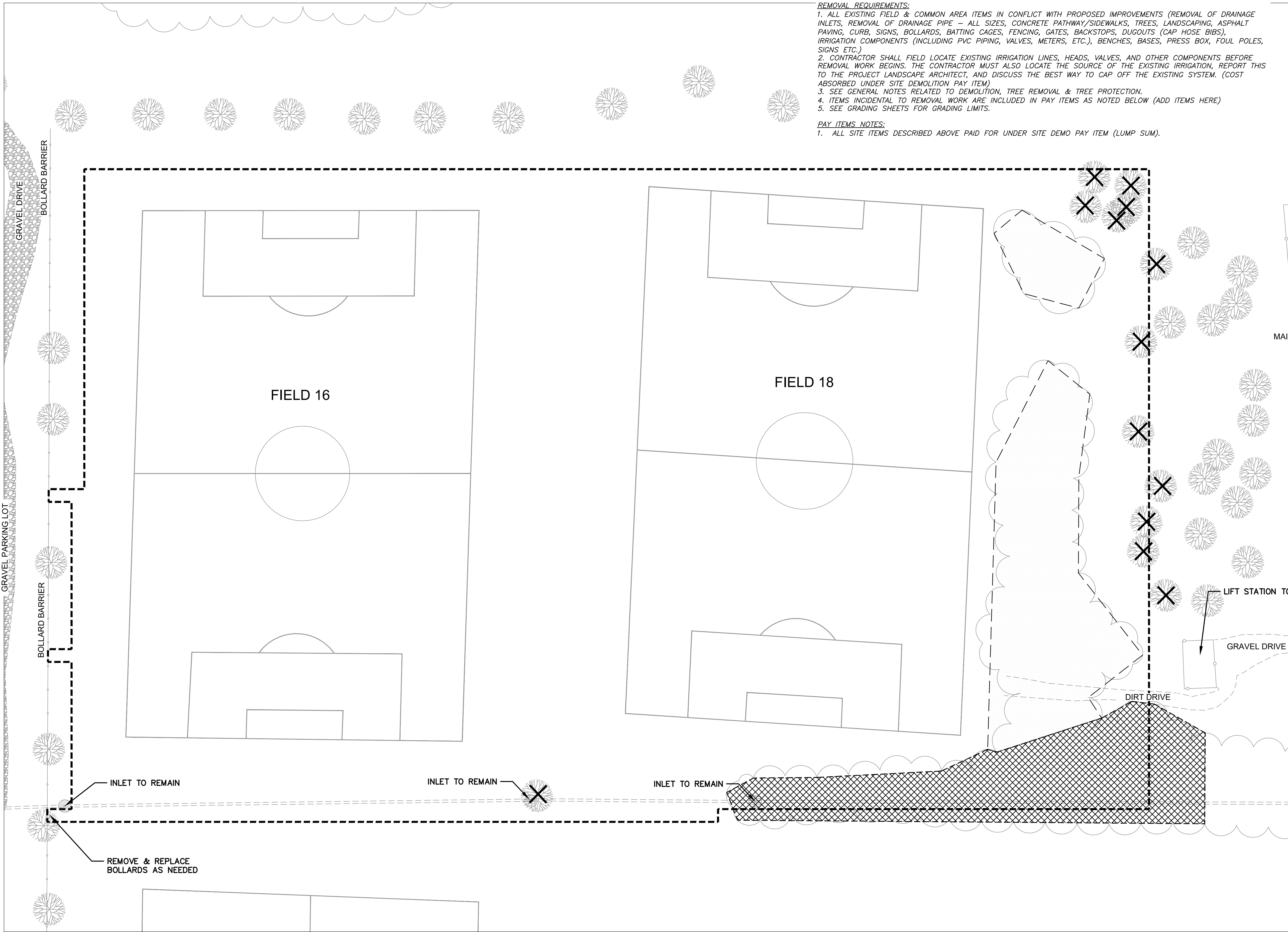
TATUM PARK
FIELDS 16, 18, & COMMON AREA

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



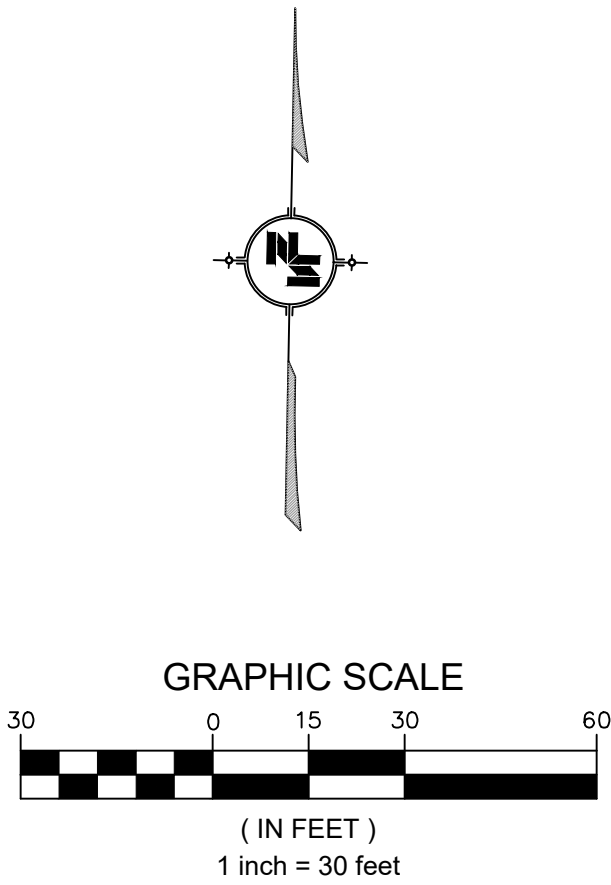
EXISTING CONDITIONS	
WORKING NUMBER: EX-1	DRAWING NUMBER: 4.0

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- REMOVAL REQUIREMENTS:**
1. ALL EXISTING FIELD & COMMON AREA ITEMS IN CONFLICT WITH PROPOSED IMPROVEMENTS (REMOVAL OF DRAINAGE INLETS, REMOVAL OF DRAINAGE PIPE – ALL SIZES, CONCRETE PATHWAY/SIDEWALKS, TREES, LANDSCAPING, ASPHALT PAVING, CURB, SIGNS, BOLLARDS, BATTING CAGES, FENCING, GATES, BACKSTOPS, DUGOUTS (CAP HOSE BIBS), IRRIGATION COMPONENTS (INCLUDING PVC PIPING, VALVES, METERS, ETC.), BENCHES, BASES, PRESS BOX, FOUL POLES, SIGNS ETC.)
 2. CONTRACTOR SHALL FIELD LOCATE EXISTING IRRIGATION LINES, HEADS, VALVES, AND OTHER COMPONENTS BEFORE REMOVAL WORK BEGINS. THE CONTRACTOR MUST ALSO LOCATE THE SOURCE OF THE EXISTING IRRIGATION, REPORT THIS TO THE PROJECT LANDSCAPE ARCHITECT, AND DISCUSS THE BEST WAY TO CAP OFF THE EXISTING SYSTEM. (COST ABSORBED UNDER SITE DEMOLITION PAY ITEM)
 3. SEE GENERAL NOTES RELATED TO DEMOLITION, TREE REMOVAL & TREE PROTECTION.
 4. ITEMS INCIDENTAL TO REMOVAL WORK ARE INCLUDED IN PAY ITEMS AS NOTED BELOW (ADD ITEMS HERE)
 5. SEE GRADING SHEETS FOR GRADING LIMITS.
- PAY ITEMS NOTES:**
1. ALL SITE ITEMS DESCRIBED ABOVE PAID FOR UNDER SITE DEMO PAY ITEM (LUMP SUM).

- LEGEND**
- REMOVE TREES INSIDE LIMITS (ALSO INCLUDE TREE REMOVAL FOR SINGLE TREES CALLED OUT WITH X BELOW))
 - REMOVAL LIMITS (SEE REMOVAL REQUIREMENTS THIS SHEET)
 - CLEARING & GRUBBING LIMITS (SEE REQUIREMENTS THIS SHEET)
 - REMOVAL OF TREE, UNDER 8"



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				DSGN: DAL	DATE: 12/2022
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				CHKD:	DATE:
				QA/QC:	DATE:

TATUM PARK
FIELDS 16, 18, & COMMON AREA

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DEMOLITION PLAN	
WORKING NUMBER: DEMO-1	DRAWING NUMBER: 4.1

12" CONCRETE MAINTENANCE STRIP W/ FENCE REQ'D, TYP. (SEE WKG NO. TS-1)

40'H X 40'W NETTING SYSTEM REQ'D (SEE WKG NO. DET-2)

40'H X 40'W NETTING SYSTEM REQ'D (SEE WKG NO. DET-2)

- NOTES:
1. SEE SHEET FM-1 FOR FIELD MARKING REQUIREMENTS.
 2. SEE SHEET DIM-1 FOR DIMENSIONING PLANS.
 3. SEE SHEET FENCE-1 FOR FENCING & GATE LAYOUT.
 4. EXISTING & PROPOSED LINEWORK HAS BEEN DRAWN INTO THESE PLANS USING THE BEST INFORMATION AVAILABLE TO THE LANDSCAPE ARCHITECT. EVEN WITH THIS INFORMATION, ALL EXISTING AND PROPOSED LINEWORK IS TO BE CONSIDERED REPRESENTATIVE UNTIL FIELD VERIFIED BY THE CONTRACTOR.
 5. FIELD OBJECTS SHALL ONLY BE SHIFTED WITH APPROVAL OF PROJECT LANDSCAPE ARCHITECT.
 6. CONTRACTOR TO VERIFY PROPOSED LINEWORK AND GOAL LOCATIONS WITH PROJECT LANDSCAPE ARCHITECT, APPROVAL IS REQUIRED. COST ABSORBED
 7. FOLLOWING THE NOTICE OF AWARD, ELECTRONIC DRAWINGS WILL BE PROVIDED AT THE CONTRACTOR'S REQUEST.
 8. ALL AREAS OF SOLID SOD SHALL BE BERMUDA, TIFWAY 419

12" CONCRETE MAINTENANCE STRIP W/ FENCE REQ'D, TYP. (SEE WKG NO. TS-1)

FIELD 16
SYNTHETIC TURF REQ'D
SEE WKG NO TS-1
(ADD LACROSSE & FLAG FOOTBALL TICK MARKS TO FIELD 16)

COMMON AREA
ROLLED SOD, REQ'D
SEE WKG NO. TS-1

FIELD 18
SOLID SOD, BERMUDA -
TIFWAY 419 REQ'D
SEE WKG NO. TS-1

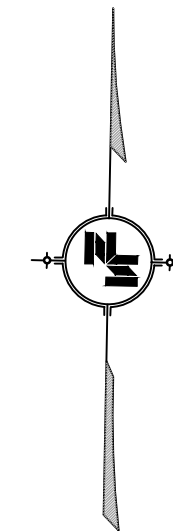
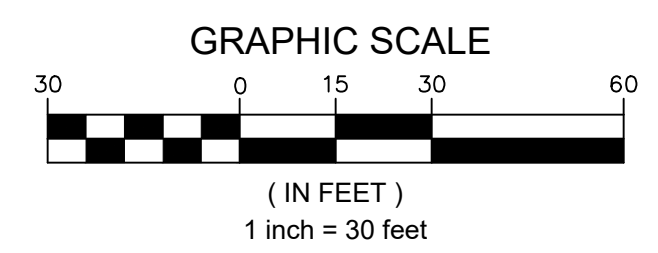
12" CONCRETE MAINTENANCE STRIP W/ FENCE REQ'D, TYP. (SEE WKG NO. TS-1)

4" CONCRETE SIDEWALK REQ'D, TYP. (SEE WKG NO. TS-1)

40'H X 40'W NETTING SYSTEM REQ'D (SEE WKG NO. DET-2)

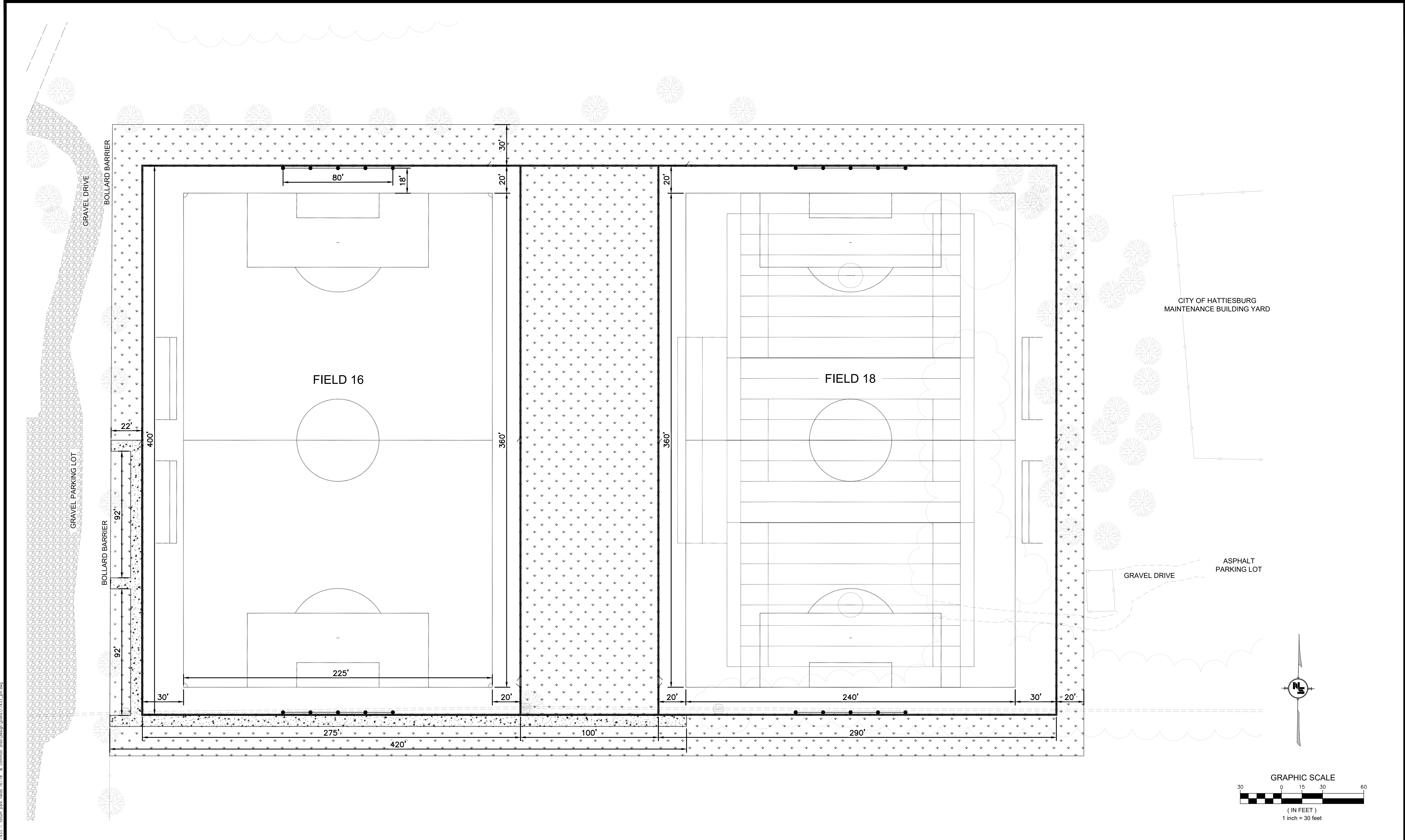
40'H X 40'W NETTING SYSTEM REQ'D (SEE WKG NO. DET-2)

12" CONCRETE MAINTENANCE STRIP W/ FENCE REQ'D, TYP. (SEE WKG NO. TS-1)

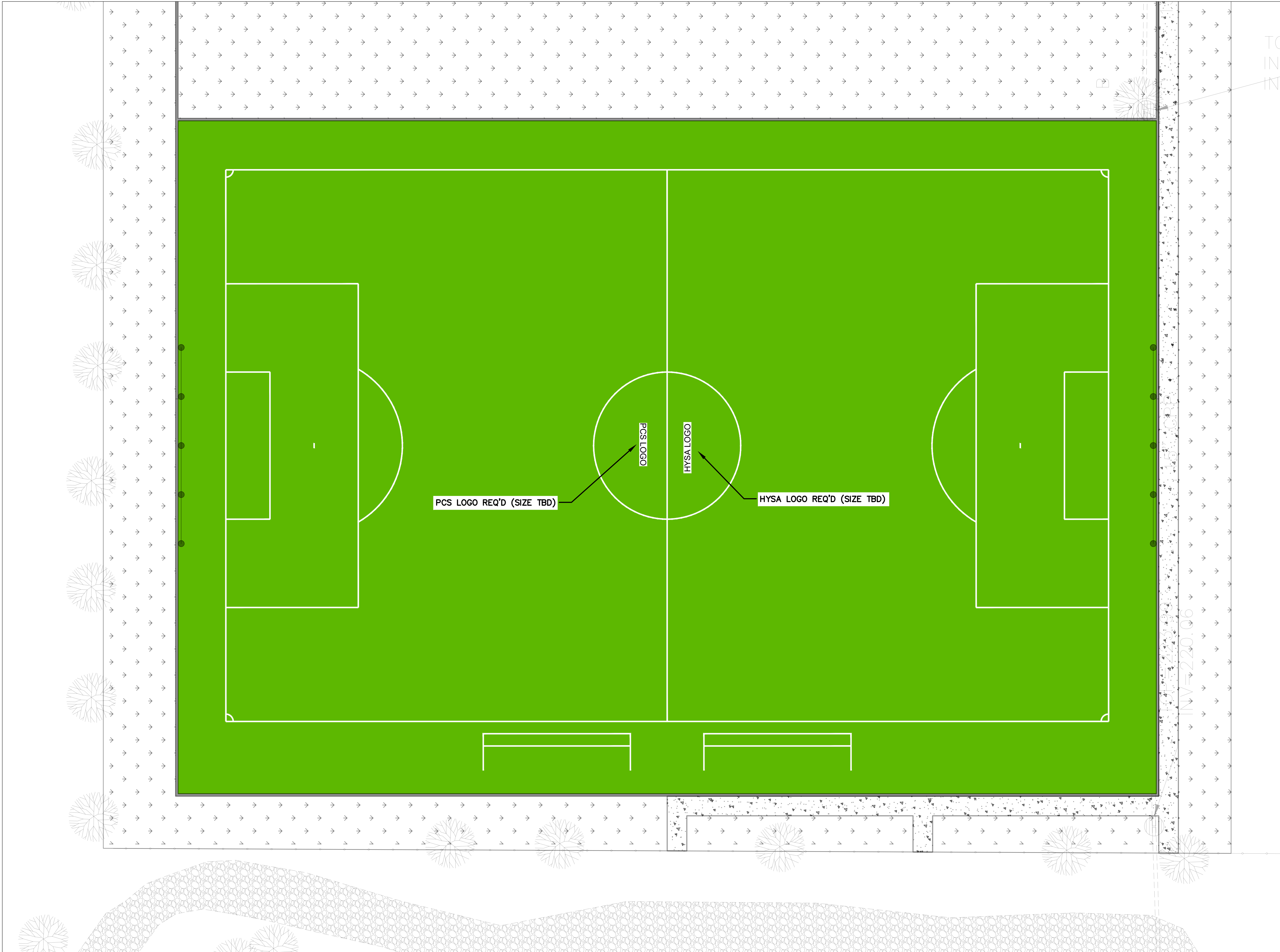


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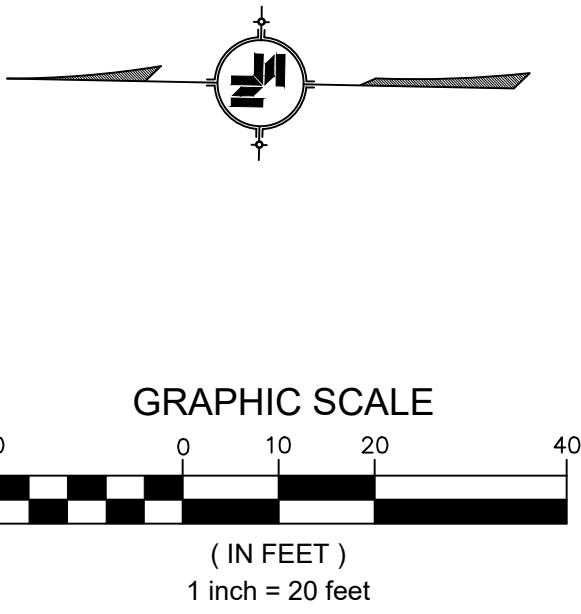
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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		TATUM PARK FIELDS 16, 18, & COMMON AREA CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		OVERALL SITE PLAN FIELDS 16, 18, & COMMON AREA	
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					QA/QC: DATE:				



- NOTES:
1. LOGOS: DIGITAL FILE AVAILABLE UPON REQUEST. SUBMITTAL IS REQUIRED
 2. CONTRACTOR TO PROVIDE A FIELD MARKING, FIELD TEXT & TURF COLOR SUBMITTAL TO BE APPROVED BY OWNER & PROJECT LANDSCAPE ARCHITECT. THE COLORS SHOWN IN THIS SET OF PLANS ARE APPROXIMATE, AND ARE ONLY SHOWN FOR REPRESENTATION PURPOSES.
 3. SYNTHETIC TURF SYSTEM (SEE SPECIFICATION)
 4. LACROSSE & FLAG FOOTBALL TICK MARKS REQ'D

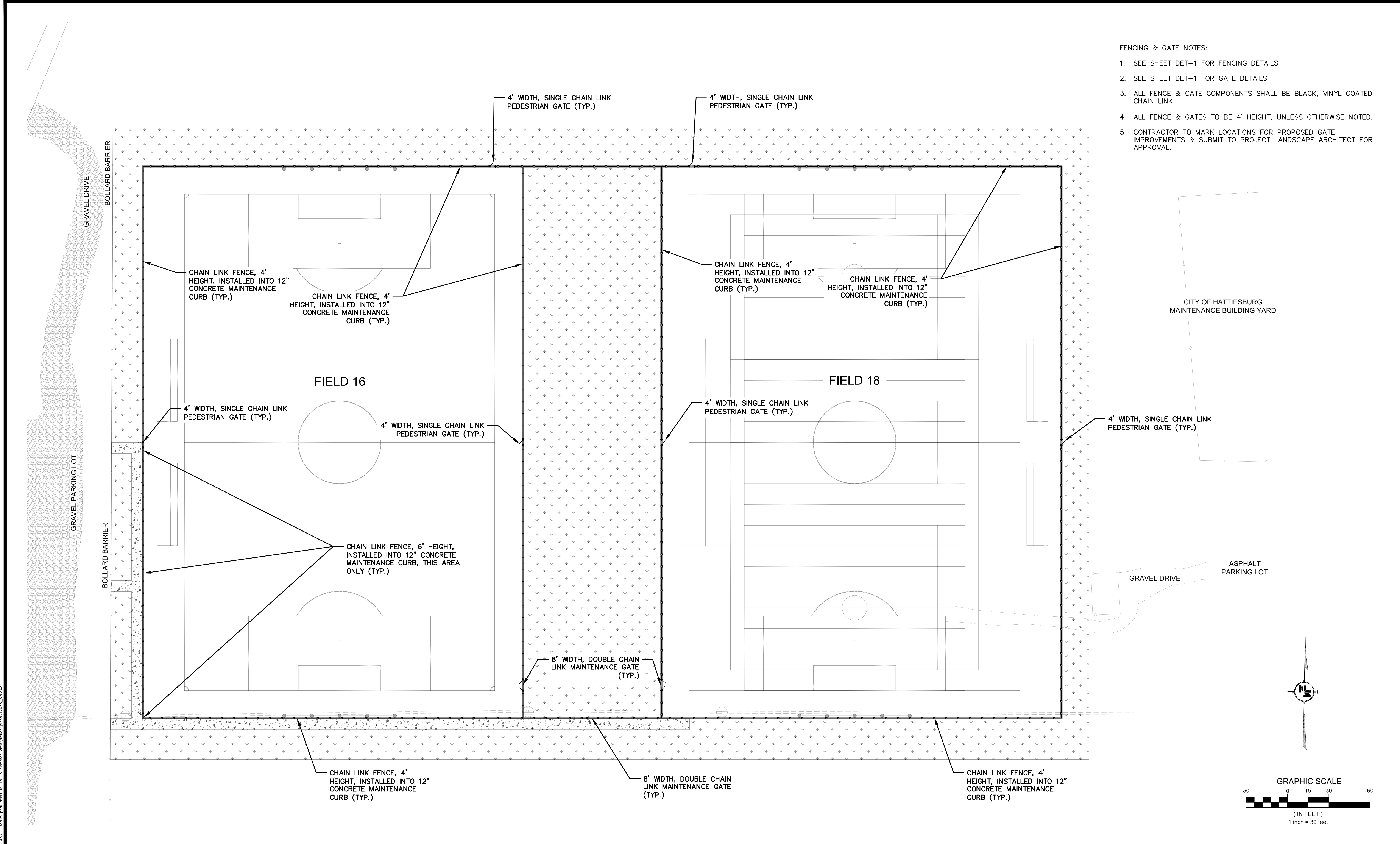


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					DSGN: DAL DATE: 12/2022				
					DRWN: DAL DATE: 12/2022				
					CHKD: DATE:				
					QA/QC: DATE:				

FENCING & GATE NOTES:

1. SEE SHEET DET-1 FOR FENCING DETAILS
2. SEE SHEET DET-1 FOR GATE DETAILS
3. ALL FENCE & GATE COMPONENTS SHALL BE BLACK, VINYL COATED CHAIN LINK.
4. ALL FENCE & GATES TO BE 4' HEIGHT, UNLESS OTHERWISE NOTED.
5. CONTRACTOR TO MARK LOCATIONS FOR PROPOSED GATE IMPROVEMENTS & SUBMIT TO PROJECT LANDSCAPE ARCHITECT FOR APPROVAL.



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				QA/QC:	DATE:

TATUM PARK

FIELDS 16, 18, & COMMON AREA

CITY OF HATTIESBURG

HATTIESBURG, MS

FORREST COUNTY



NEEL-SCHAFER

Solutions you can build upon

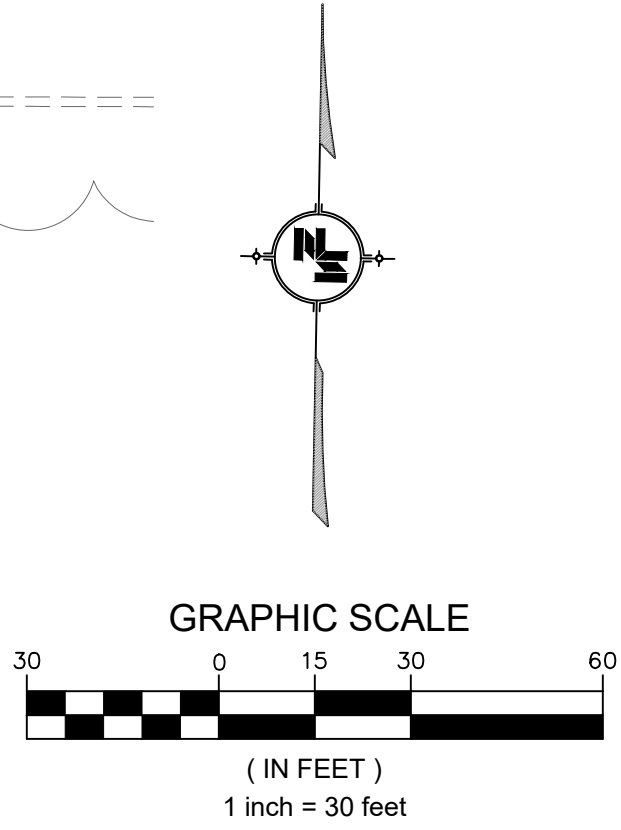
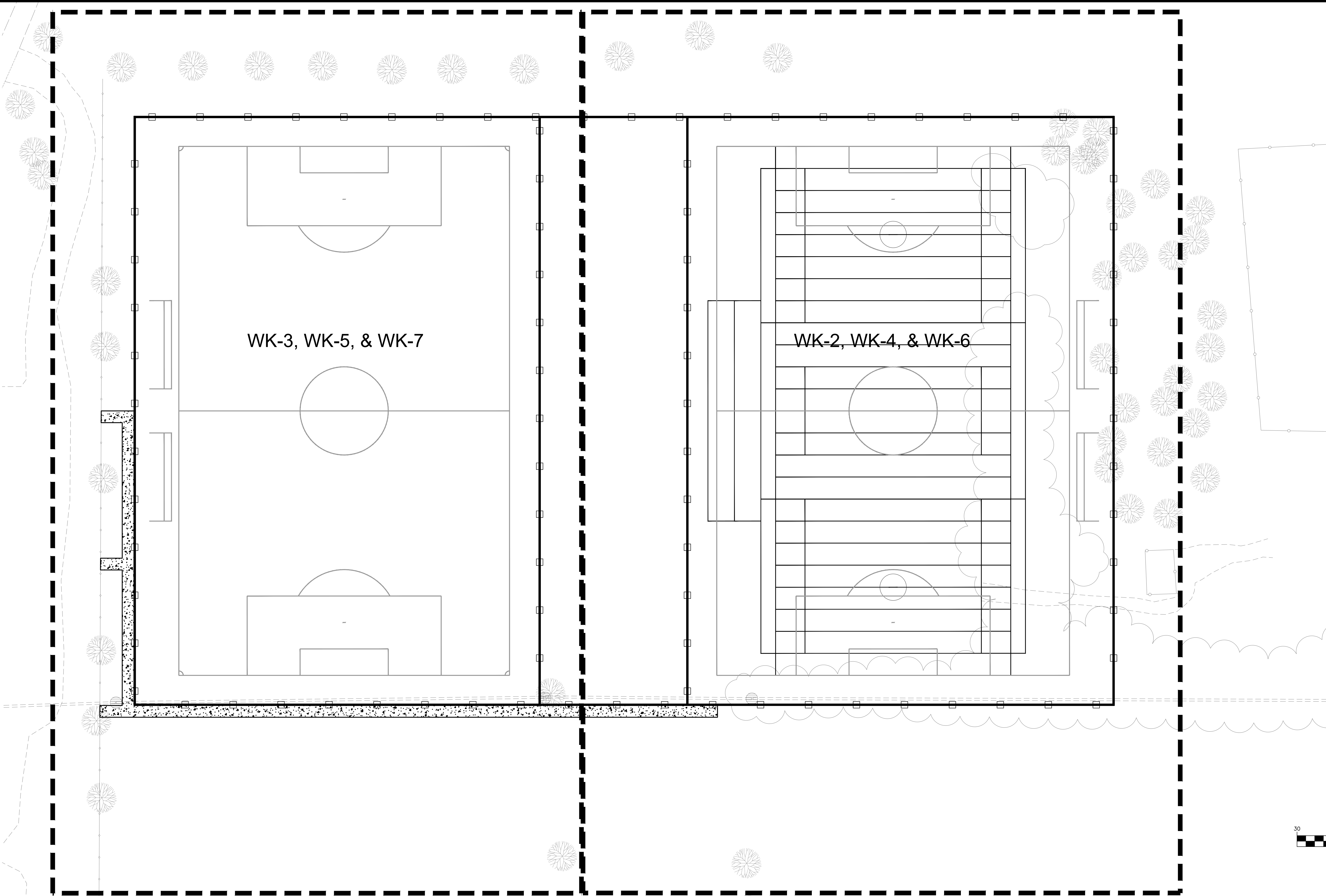
FENCING PLAN

FIELDS 16, 18, & COMMON AREA

WORKING NUMBER:	DRAWING NUMBER:
FENCE-1	5.4

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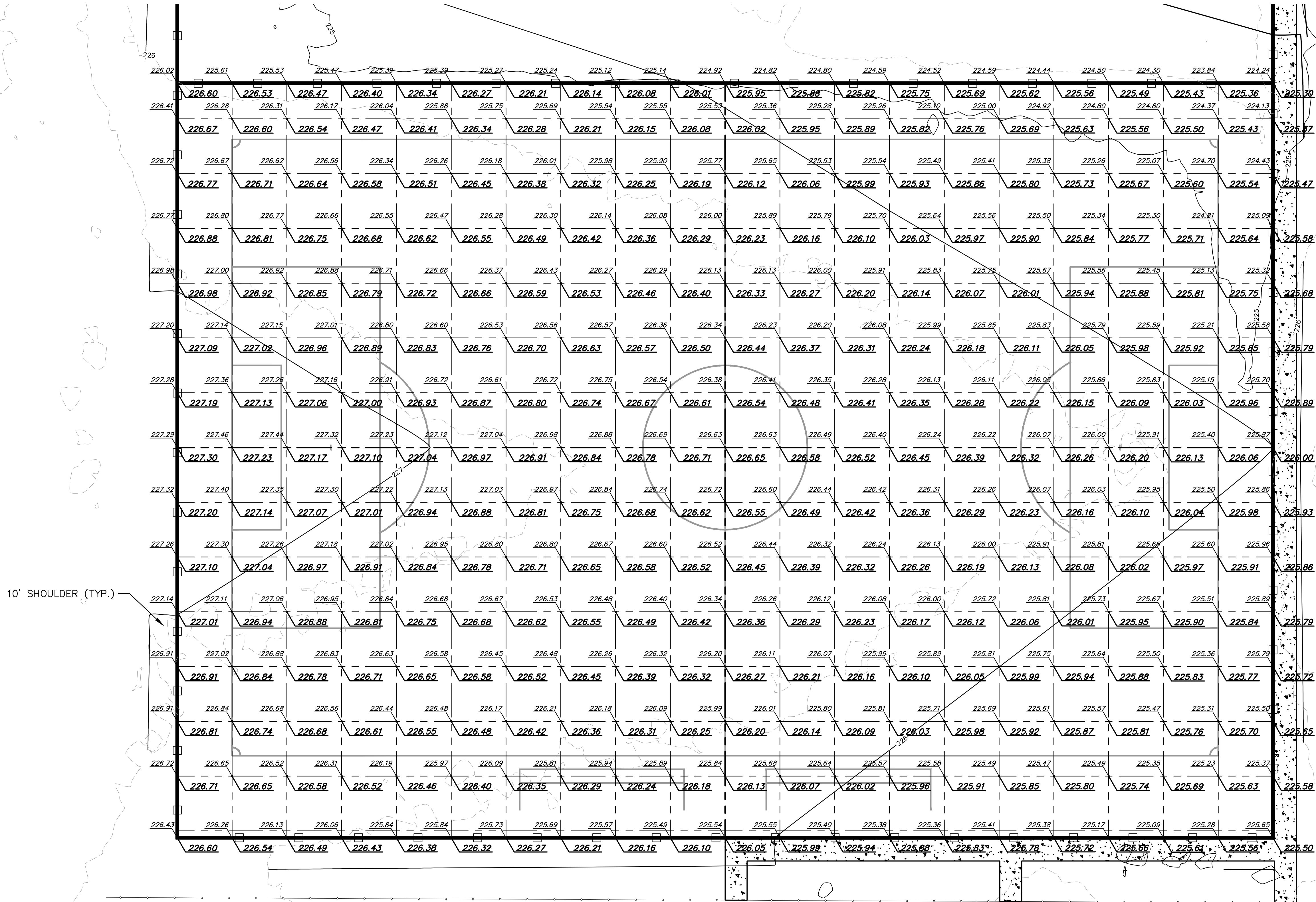


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					DRWN: GPC	DATE: 01/2023				
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					QA/QC:	DATE:				
								WK-1	5.5	



- NOTE:
- 1. PROPOSED DRAINAGE SYSTEM AND EXISTING DRAINAGE SYSTEM AND UTILITIES NOT SHOWN FOR CLARITY.
 - 2. CONTRACTOR TO VERIFY EXISTING GRADES WITH THE ENGINEER.
 - 3. CONTRACTOR SHALL PROOF ROLL THE SUB-GRADE WITH THE ENGINEER PRESENT.

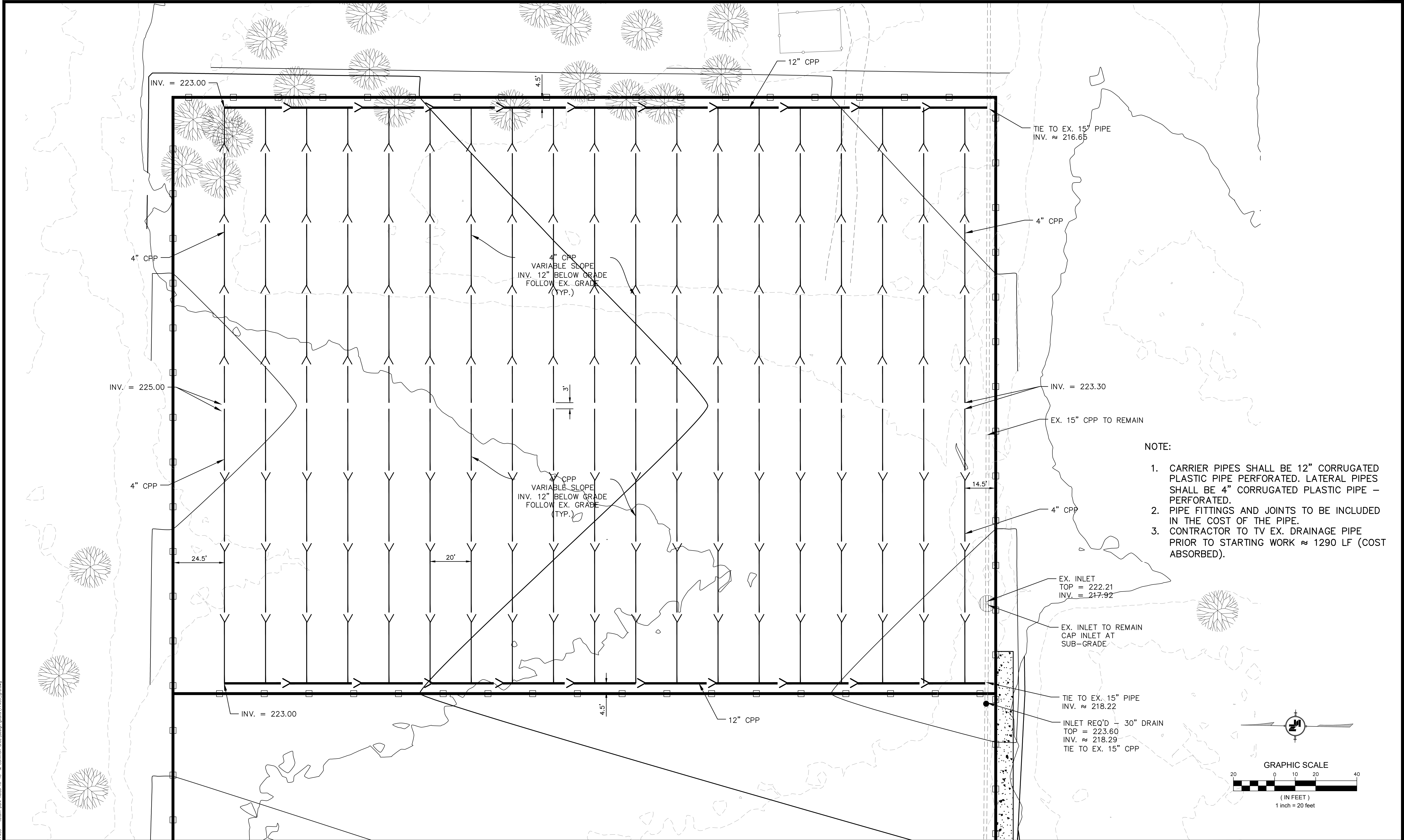
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						DRWN: GPC	DATE: 01/2023	WK-2	
						CHKD:	DATE:	DRAWING NUMBER:	
						QA/QC:	DATE:	5.6	



- NOTE:
1. PROPOSED DRAINAGE SYSTEM AND EXISTING DRAINAGE SYSTEM AND UTILITIES NOT SHOWN FOR CLARITY.
 2. CONTRACTOR TO VERIFY EXISTING GRADES WITH THE ENGINEER.
 3. CONTRACTOR SHALL PROOF ROLL THE SUB-GRADE WITH THE ENGINEER PRESENT.

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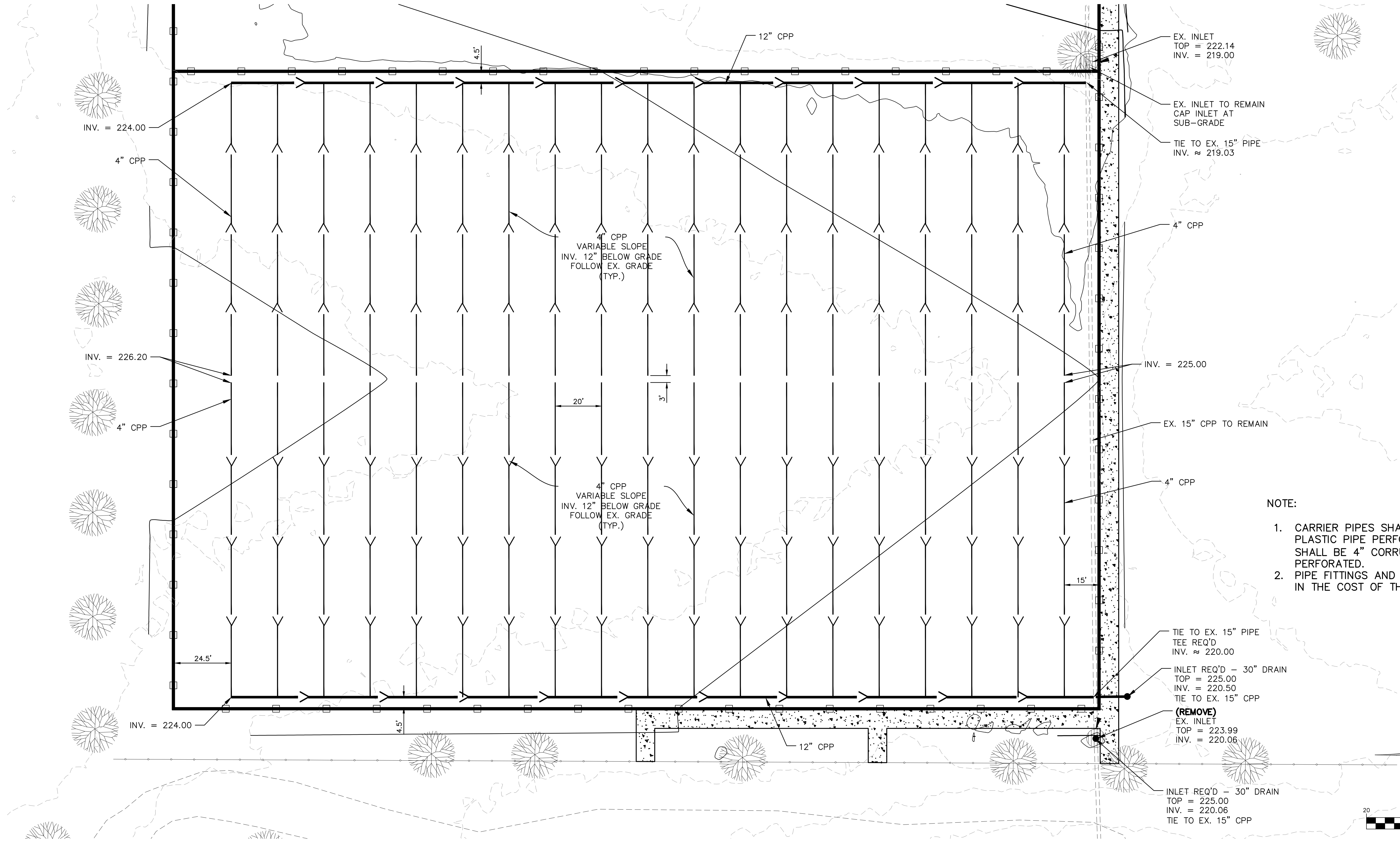
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		TATUM PARK FIELDS 16, 18, & COMMON AREA CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFFER <i>Solutions you can build upon</i>	GRADING PLAN WEST WORKING NUMBER: WK-3 DRAWING NUMBER: 5.7	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17433.000					
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					QA/QC:	DATE:				



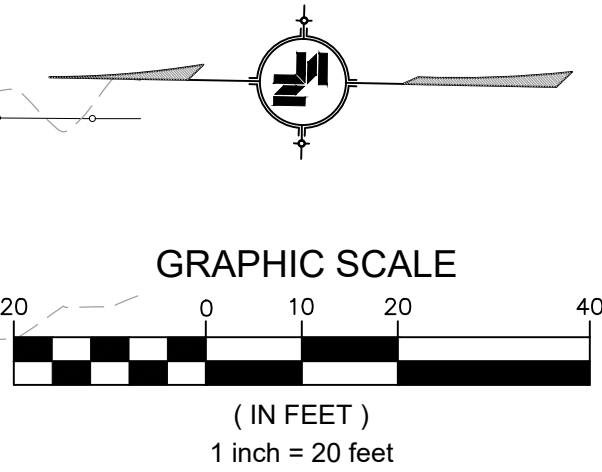
- NOTE:
- CARRIER PIPES SHALL BE 12" CORRUGATED PLASTIC PIPE PERFORATED. LATERAL PIPES SHALL BE 4" CORRUGATED PLASTIC PIPE – PERFORATED.
 - PIPE FITTINGS AND JOINTS TO BE INCLUDED IN THE COST OF THE PIPE.
 - CONTRACTOR TO TV EX. DRAINAGE PIPE PRIOR TO STARTING WORK ≈ 1290 LF (COST ABSORBED).

NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.		REVISIONS		DRAWING INFORMATION		TATUM PARK FIELDS 16, 18, & COMMON AREA			DRAINAGE PLAN EAST	
		NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17433.000 FILENAME: 17433_GRD.dwg SCALE: 1" = 20' SURVEYED BY: MAPTECH DSGN: GPC DATE: 01/2023 DRWN: GPC DATE: 01/2023 CHKD: DATE: QA/QC: DATE:			WORKING NUMBER: WK-4	DRAWING NUMBER: 5.8

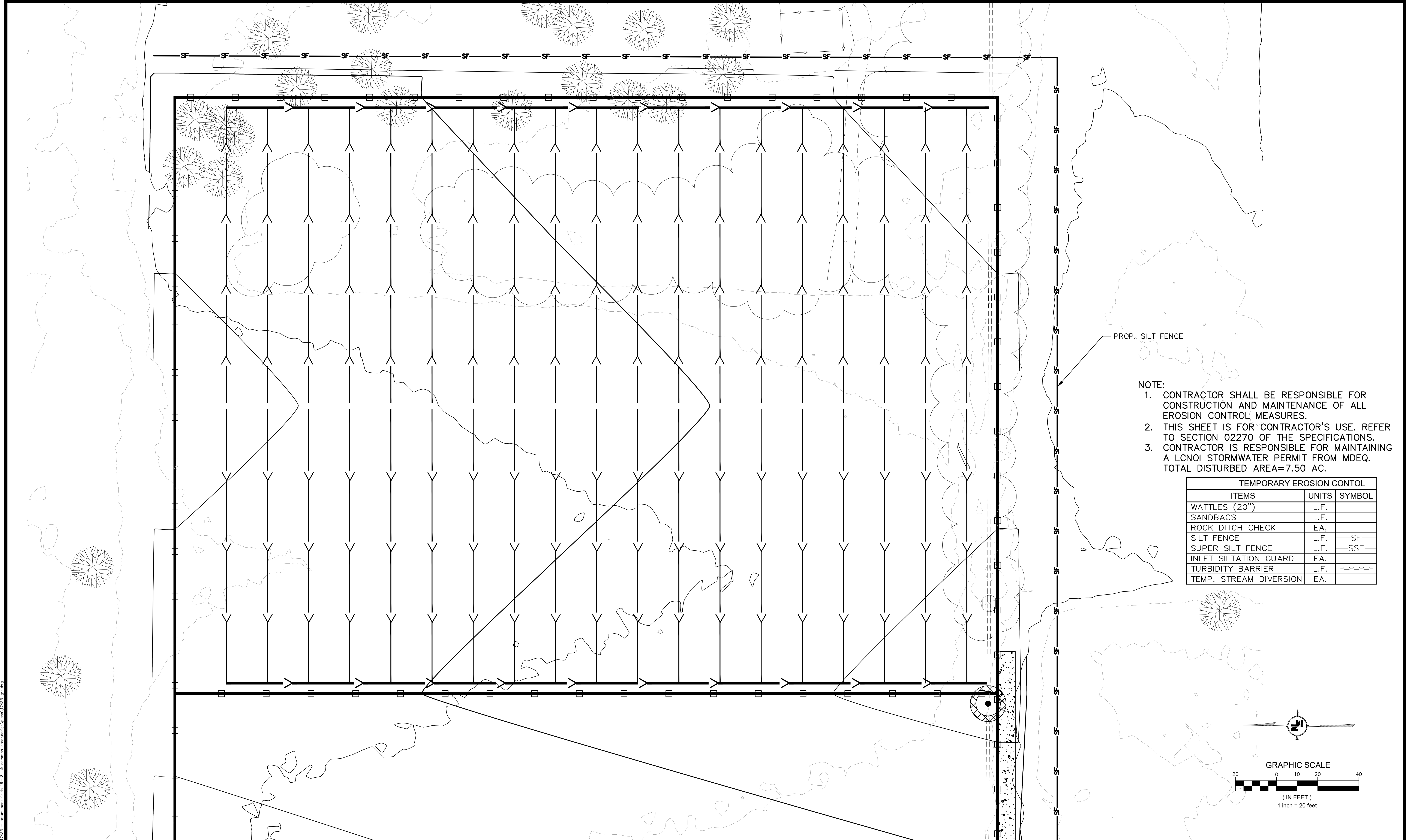
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- NOTE:
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 2. PIPE FITTINGS AND JOINTS TO BE INCLUDED IN THE COST OF THE PIPE.

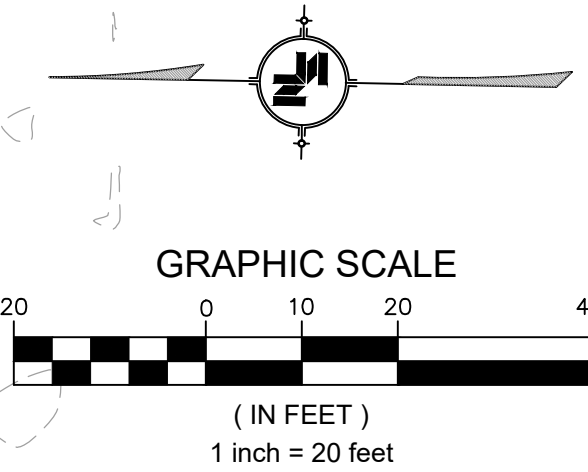


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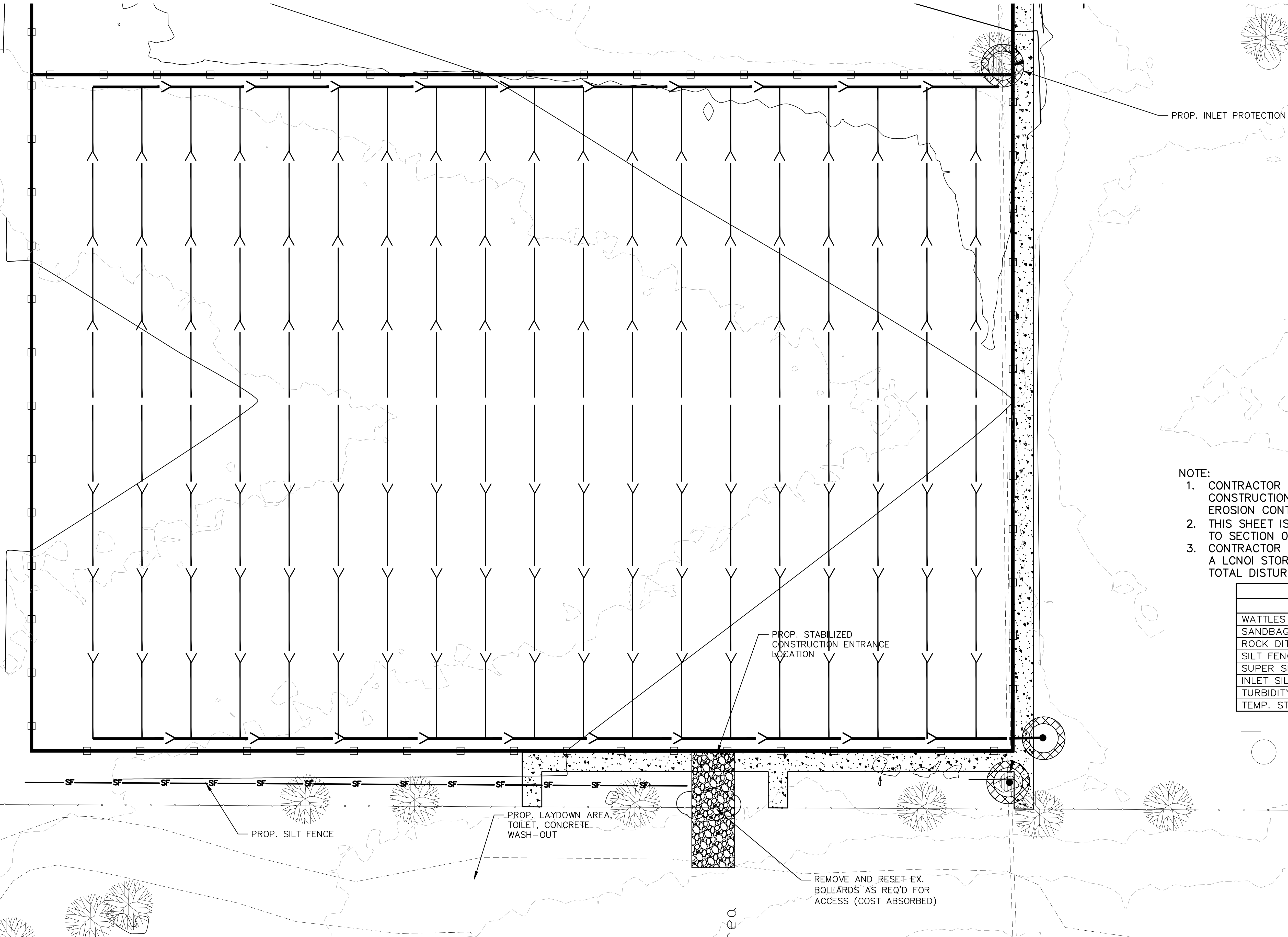
- NOTE:
1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES.
 2. THIS SHEET IS FOR CONTRACTOR'S USE. REFER TO SECTION 02270 OF THE SPECIFICATIONS.
 3. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A LCN01 STORMWATER PERMIT FROM MDEQ. TOTAL DISTURBED AREA=7.50 AC.

TEMPORARY EROSION CONTROL		
ITEMS	UNITS	SYMBOL
WATTLES (20")	L.F.	
SANDBAGS	L.F.	
ROCK DITCH CHECK	EA.	
SILT FENCE	L.F.	—SF—
SUPER SILT FENCE	L.F.	—SSF—
INLET SILTATION GUARD	EA.	
TURBIDITY BARRIER	L.F.	—○—○—
TEMP. STREAM DIVERSION	EA.	



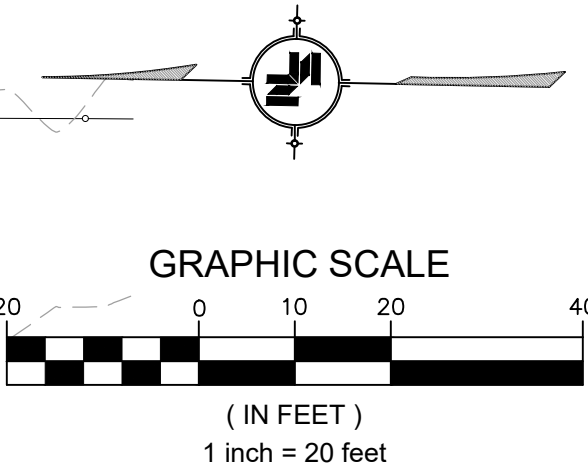
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ITEMS	UNITS	SYMBOL
WATTLES (20")	L.F.	
SANDBAGS	L.F.	
ROCK DITCH CHECK	EA.	
SILT FENCE	L.F.	—SF—
SUPER SILT FENCE	L.F.	—SSF—
INLET SILTATION GUARD	EA.	
TURBIDITY BARRIER	L.F.	—○—○—○—
TEMP. STREAM DIVERSION	EA.	



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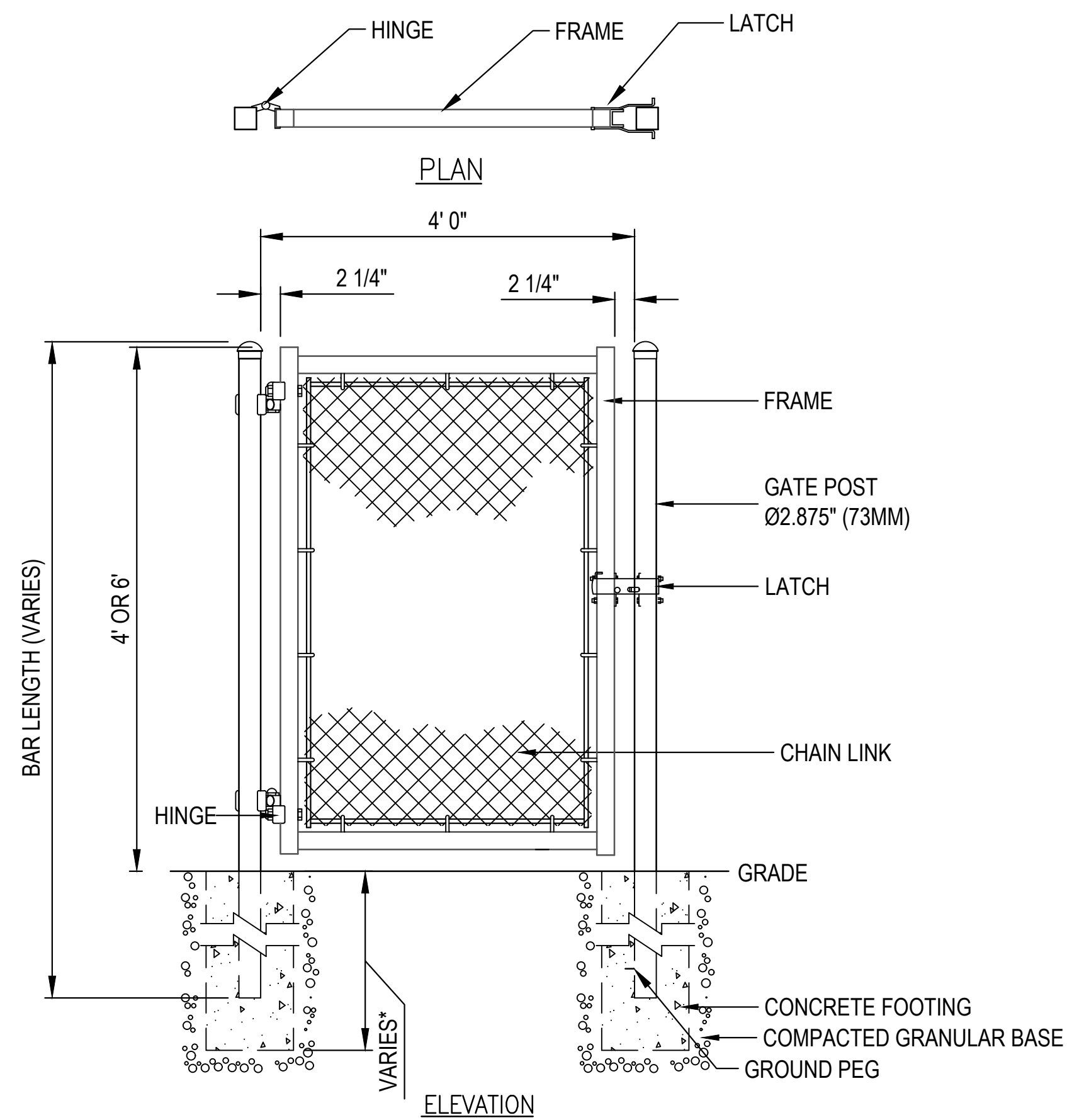
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TATUM PARK
FIELDS 16, 18, & COMMON AREA

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

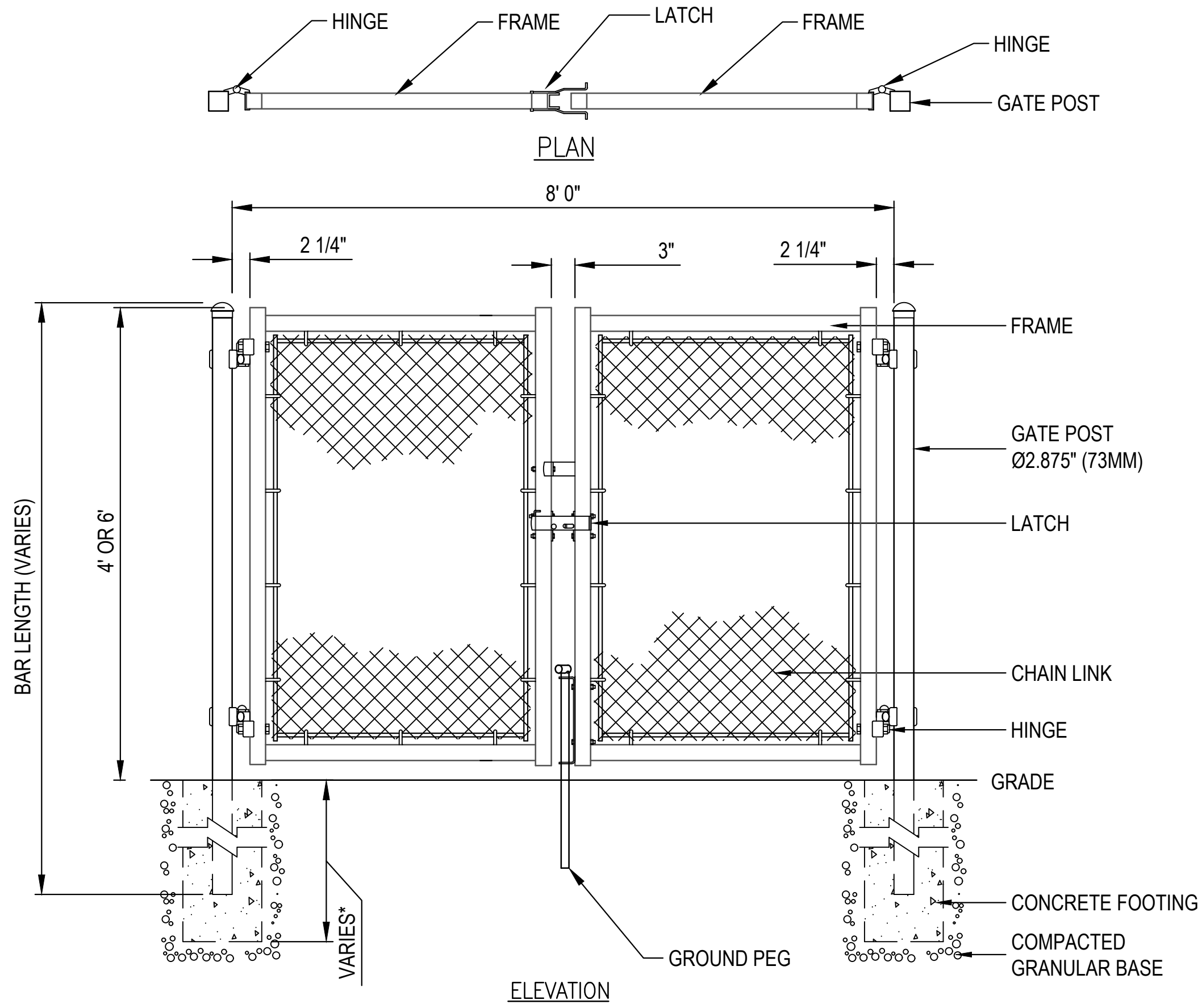


EROSION CONTROL PLAN WEST	
WORKING NUMBER: WK-7	DRAWING NUMBER: 5.11



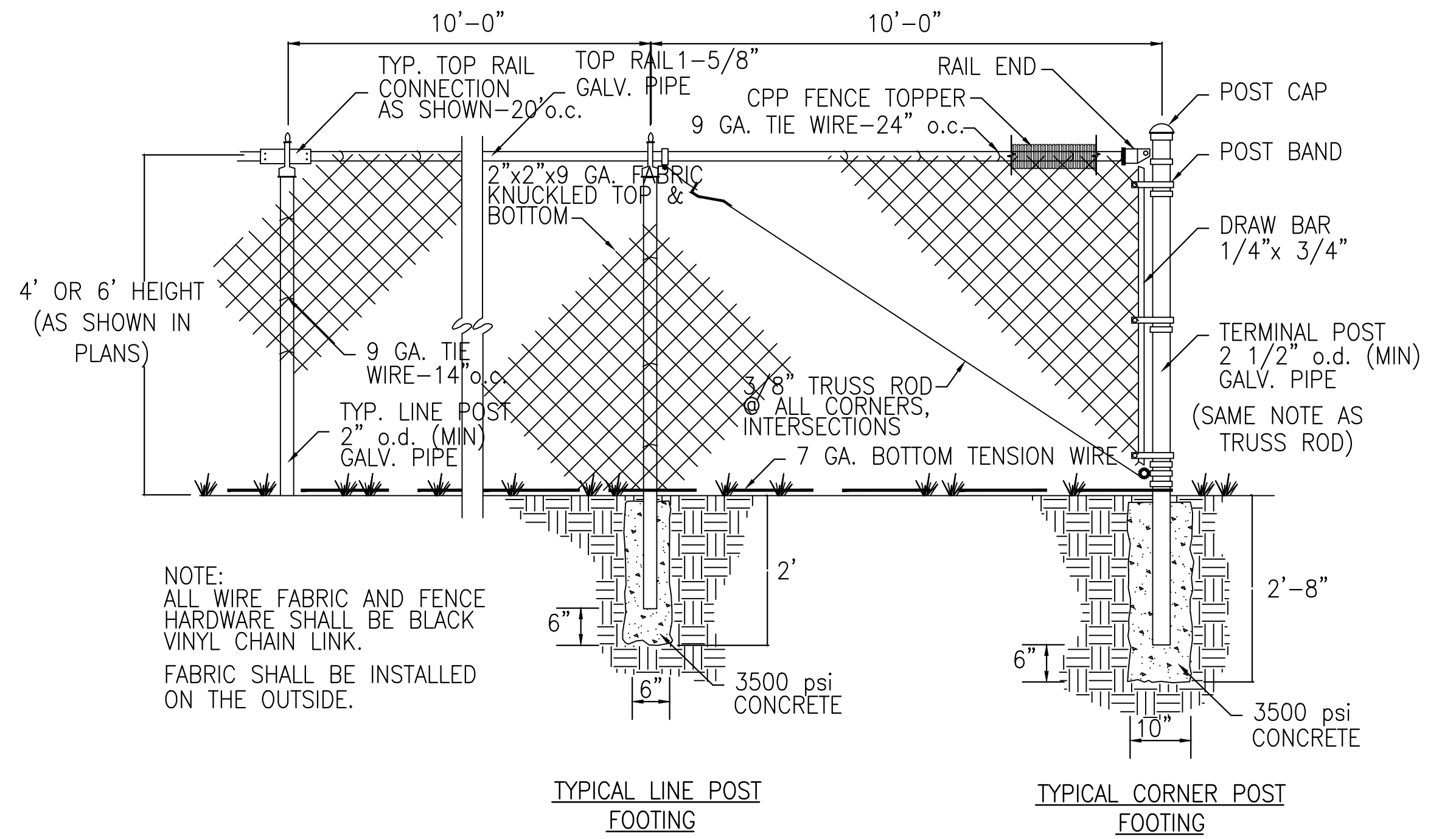
TYPICAL SINGLE CHAIN LINK PEDESTRIAN GATE DETAIL (5' HEIGHT)

NOT TO SCALE



TYPICAL DOUBLE CHAIN LINK MAINTENANCE GATE DETAIL (5' HEIGHT)

NOT TO SCALE



TYPICAL CHAIN LINK FENCE DETAIL (5' OR 6' HEIGHT)

NOT TO SCALE

NOTES:

1. ALL FENCE COMPONENTS SHALL BE BLACK VINYL COATED CHAIN LINK.
2. CONCRETE POST FOOTINGS, AND ALL FENCE ELEMENTS REQUIRED FOR CONSTRUCTION OF GATES AND FENCES SHALL BE COST ABSORBED.

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TATUM PARK
FIELDS 16, 18, & COMMON AREA

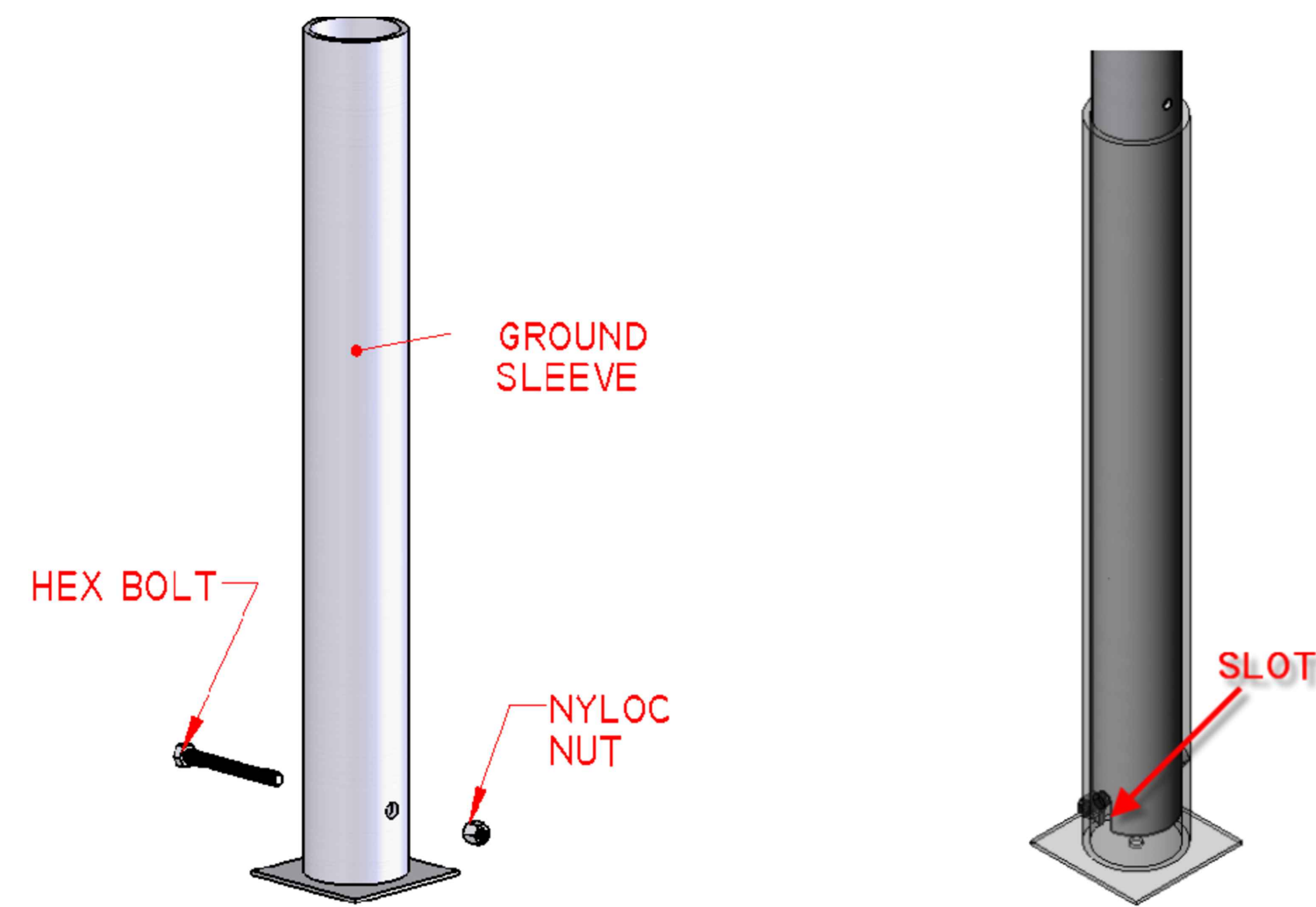
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



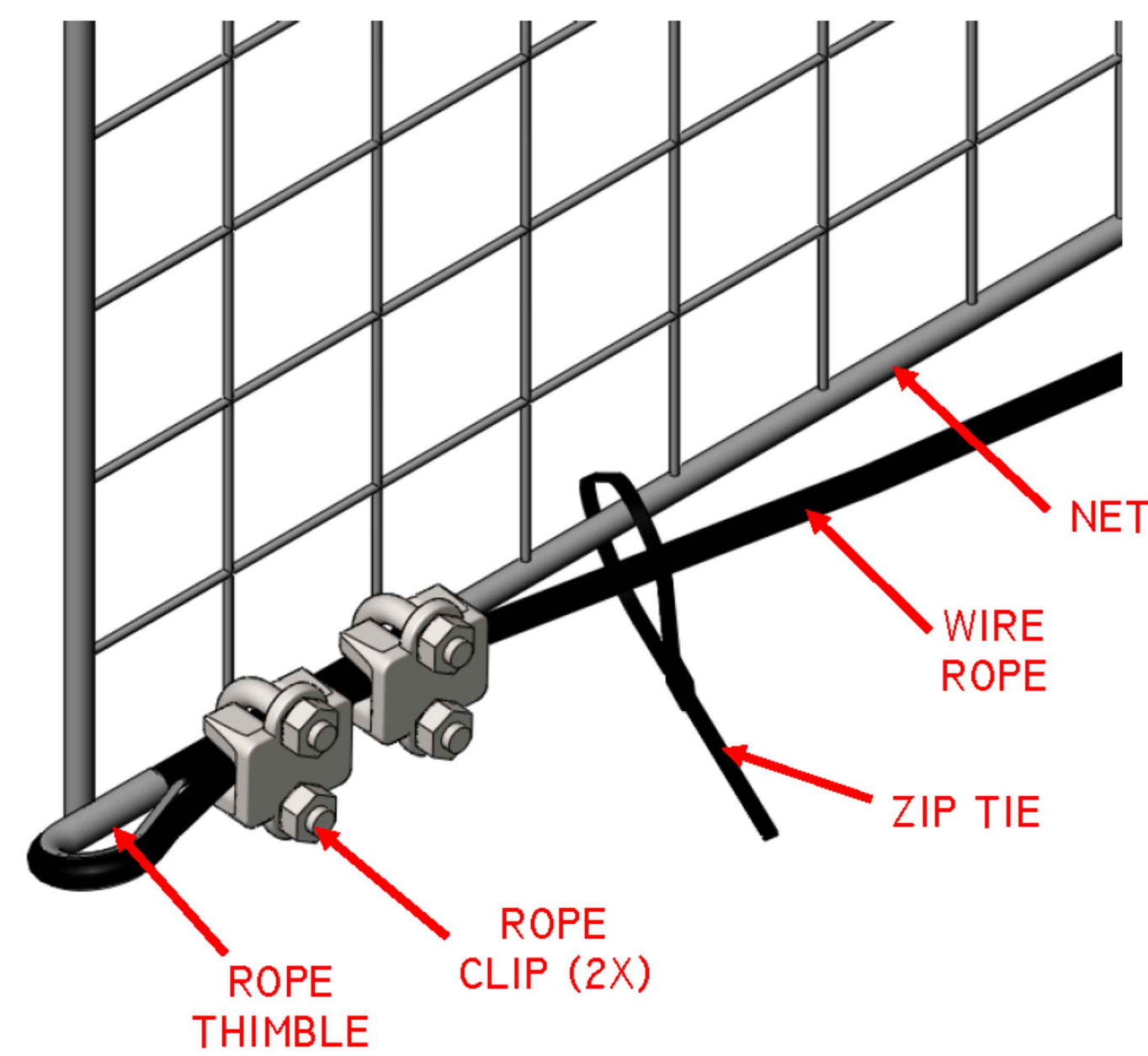
DETAIL SHEET 1
CHAINLINK FENCE & GATES

WORKING NUMBER:
DET-1

DRAWING NUMBER:
7.0

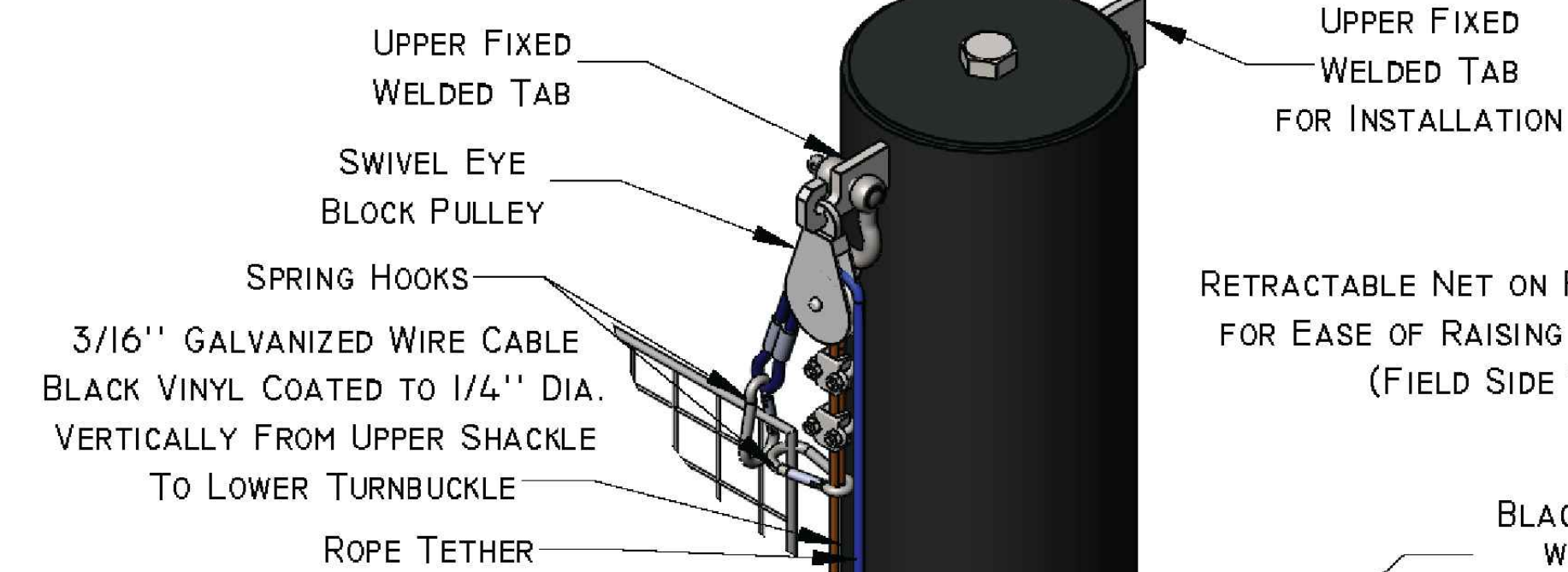


GROUND SLEEVE & POLE INSTALL



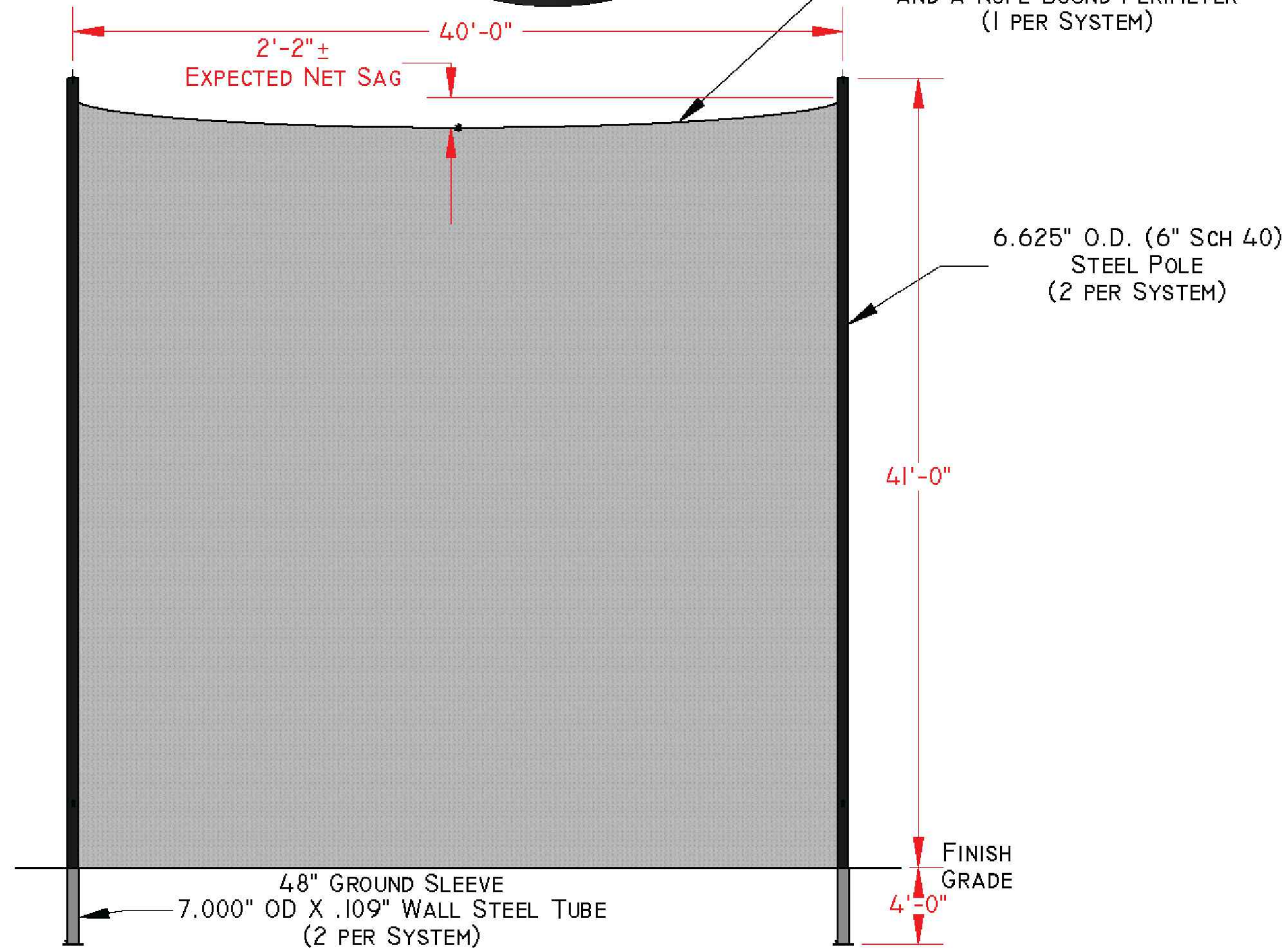
WIRE ROPE TO NET ASSEMBLY

STANDARD BLACK POWDER COATED FINISH

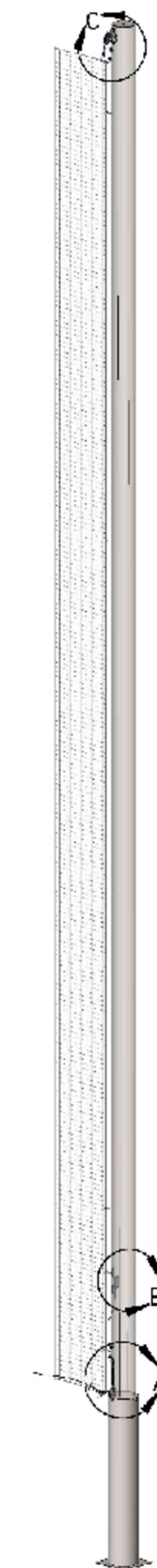


RETRACTABLE NET ON PULLEY SYSTEM
FOR EASE OF RAISING AND LOWERING
(FIELD SIDE VIEW)

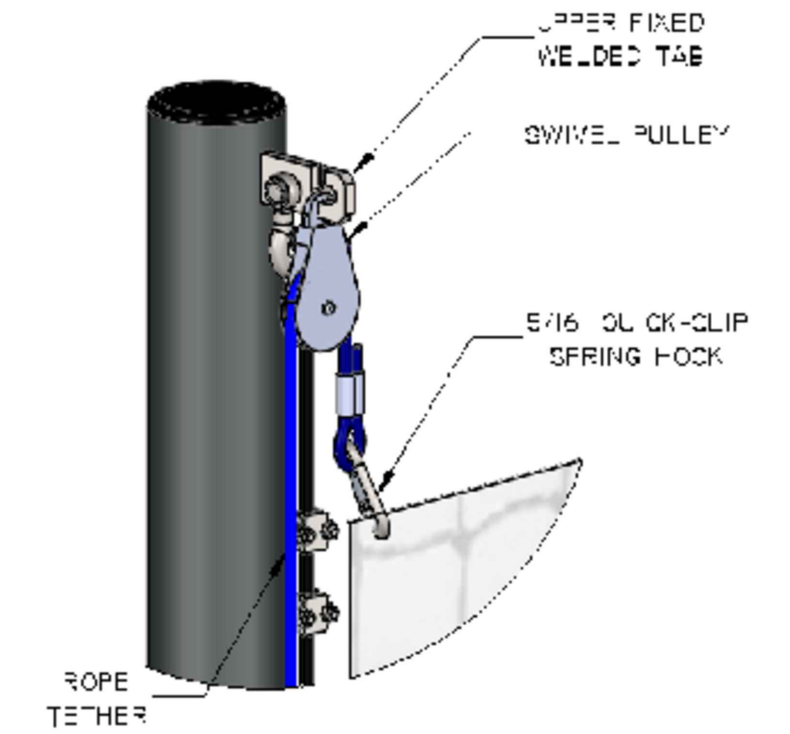
Minimum Foundation Requirements based on ASCE 7-10 (60mph With Exposure B) Expected Net Sag 2'-2"	
Axial	1150 lb
Shear	700 lb
Torsion	600 lb-ft
Moment	20,000 lb-ft



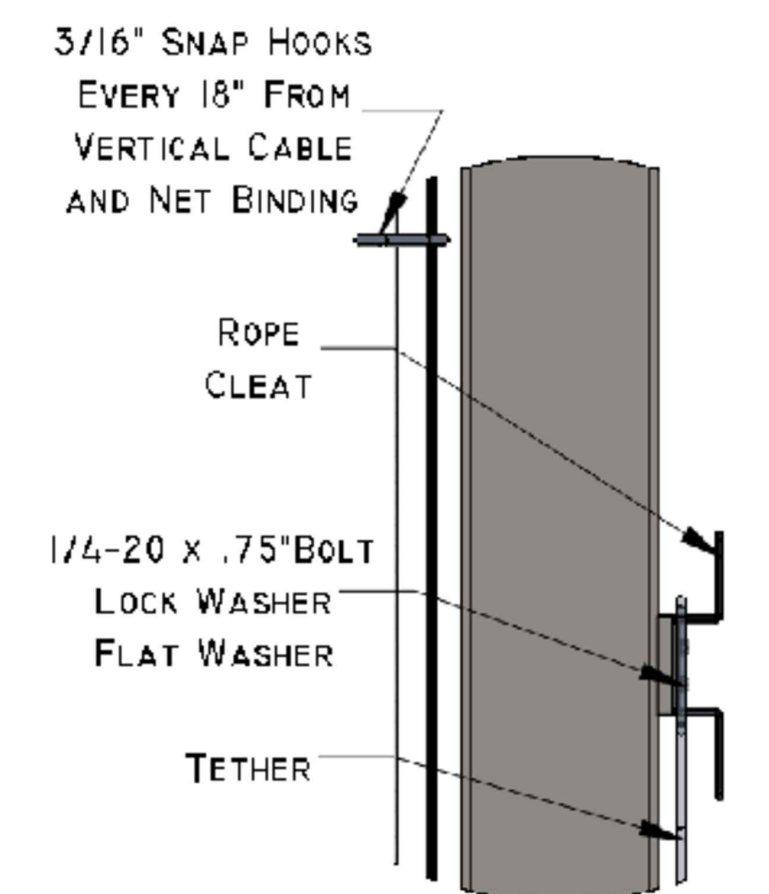
40'H X 40'W FOOTBALL SAFETY NETTING SYSTEM DETAILS
NOT TO SCALE



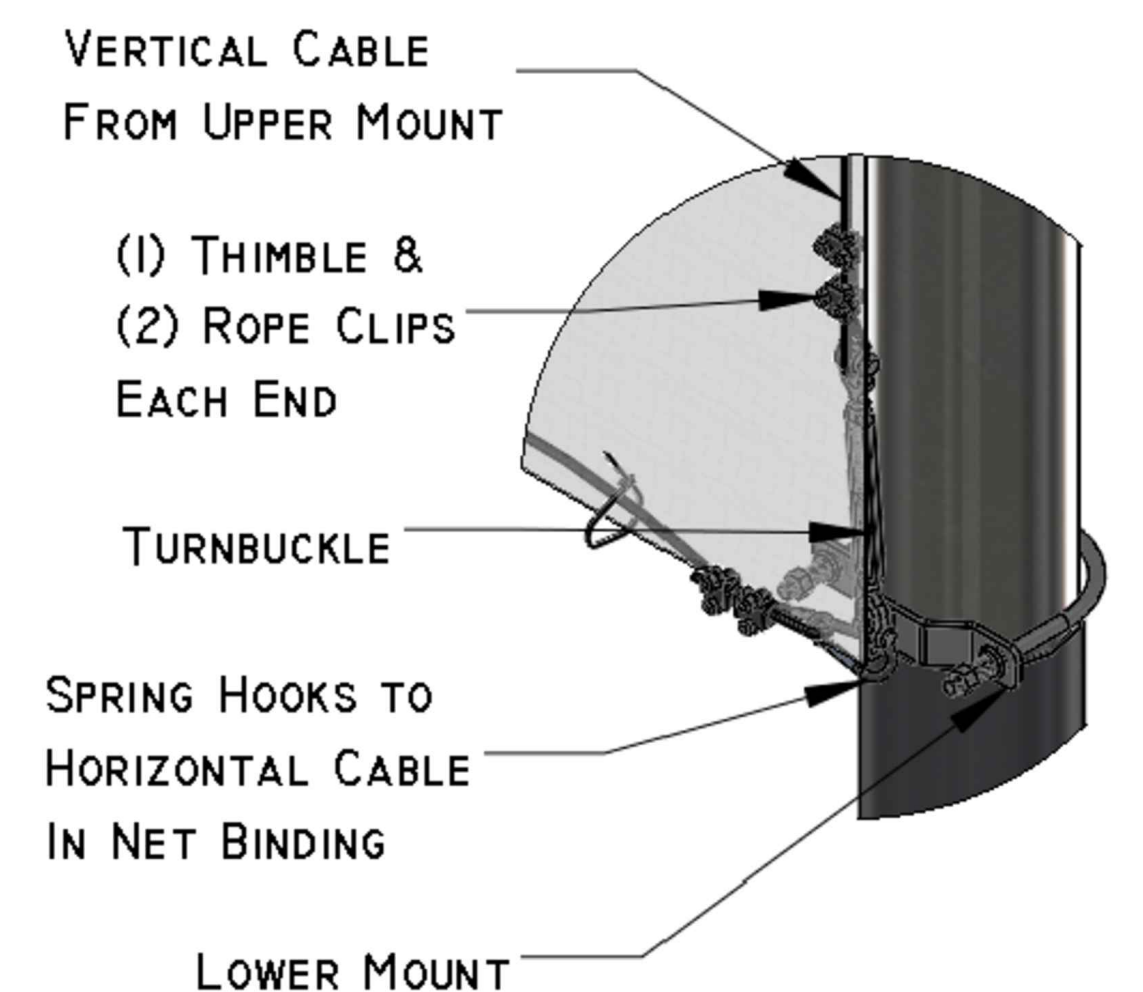
POLE ASSEMBLY



DETAIL C - TOP OF POLE



DETAIL B - MIDDLE OF POLE



DETAIL A - BOTTOM OF POLE

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TATUM PARK
FIELDS 16, 18, & COMMON AREA

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



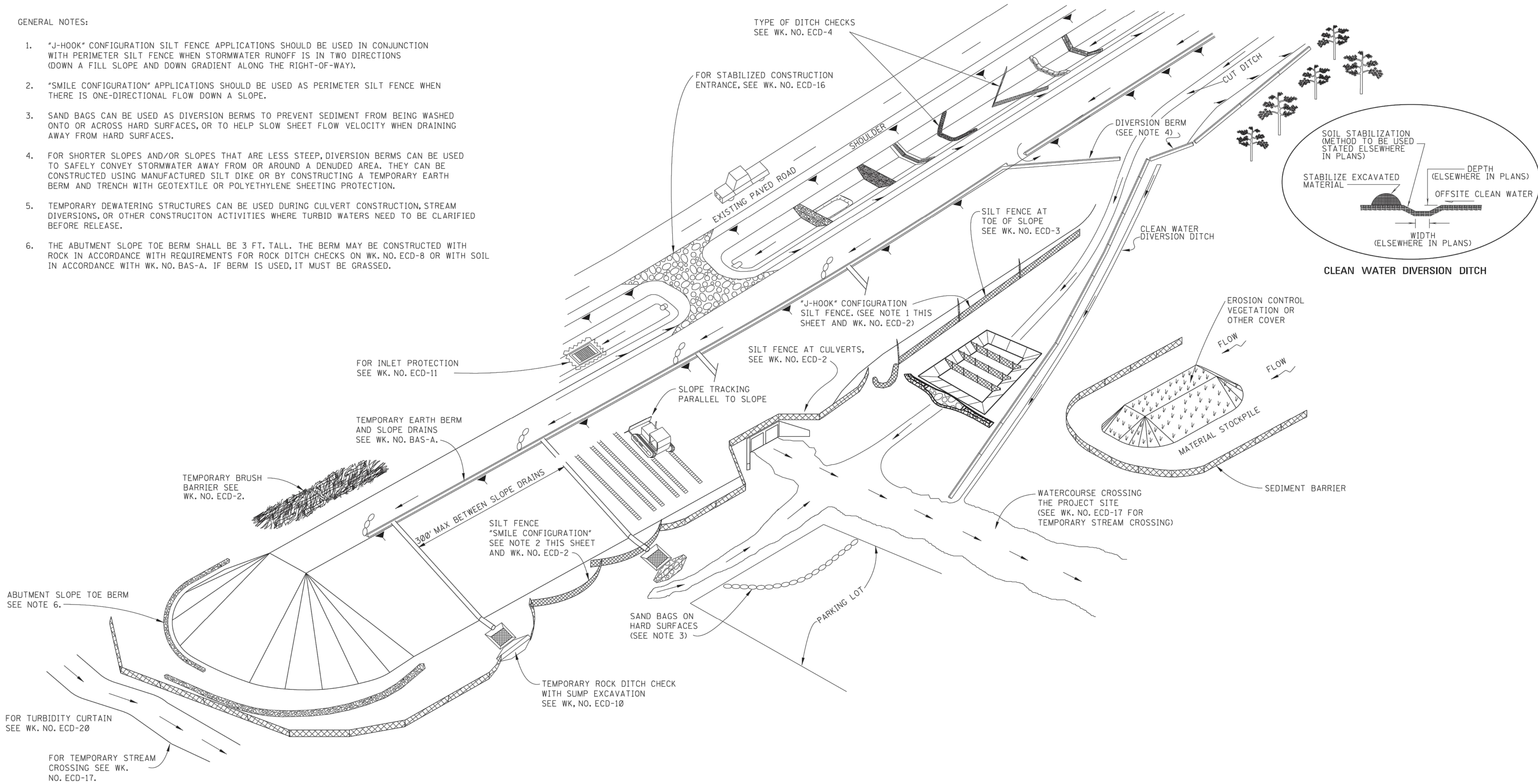
DETAIL SHEET 2
NETTING SYSTEM

WORKING NUMBER:
DET-2

DRAWING NUMBER:
7.1

GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



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TATUM PARK
FIELDS 16, 18, & COMMON AREA

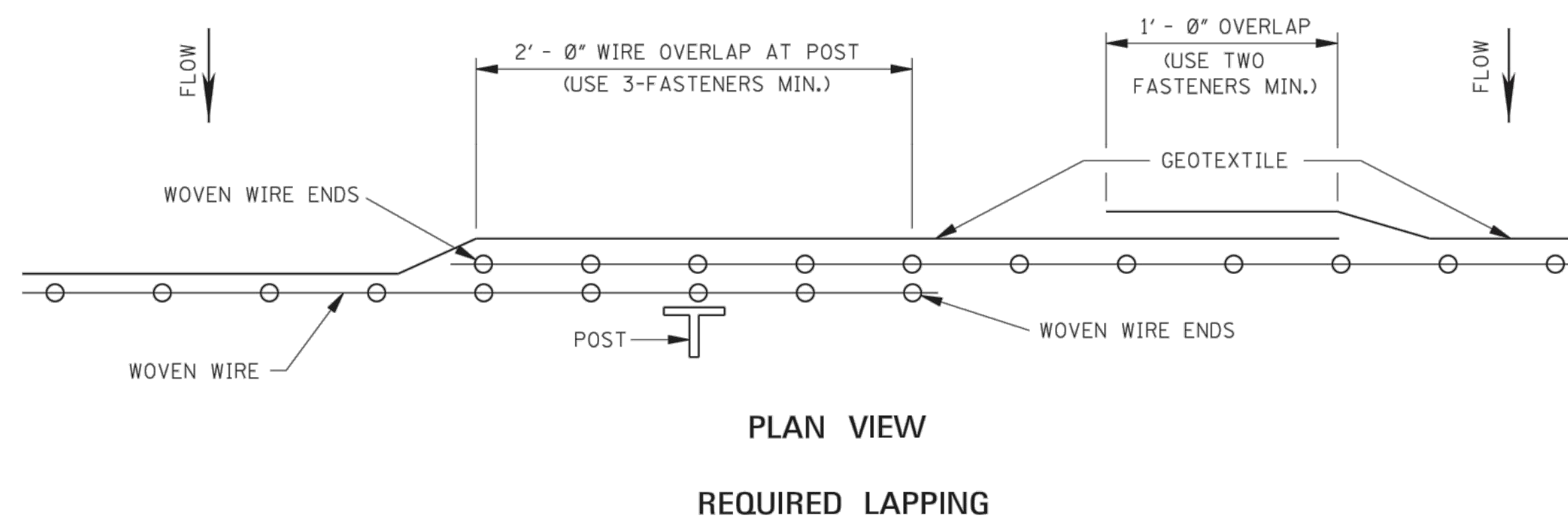
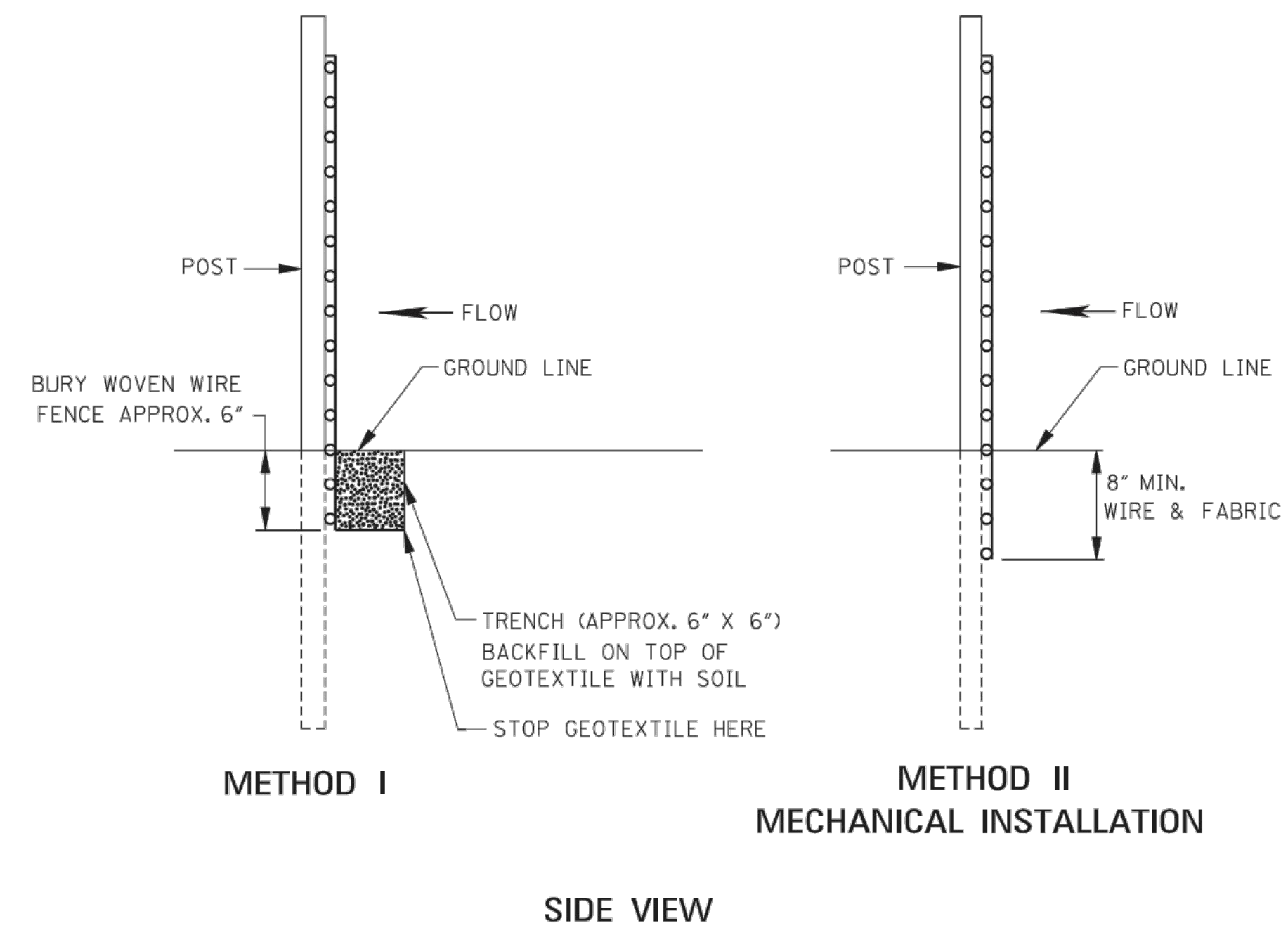
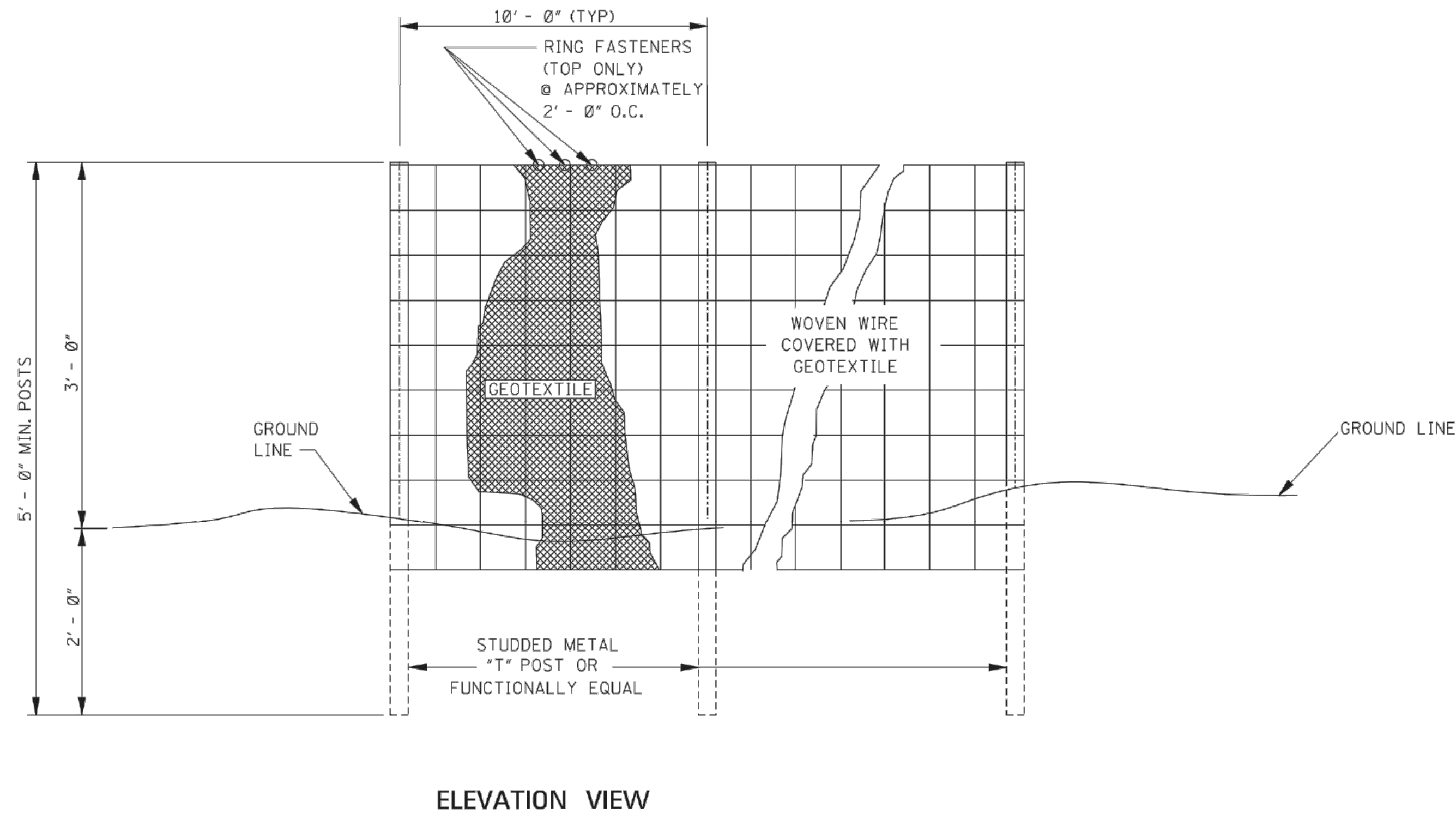
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TYPICAL TEMPORARY EROSION /
SEDIMENT CONTROL APPLICATIONS

WORKING NUMBER:
ECD-1

DRAWING NUMBER:
8.0



GENERAL NOTES:

- SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
- SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
- SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
- WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
- THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
- METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
- WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
- GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

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TATUM PARK
FIELDS 16, 18, & COMMON AREA

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

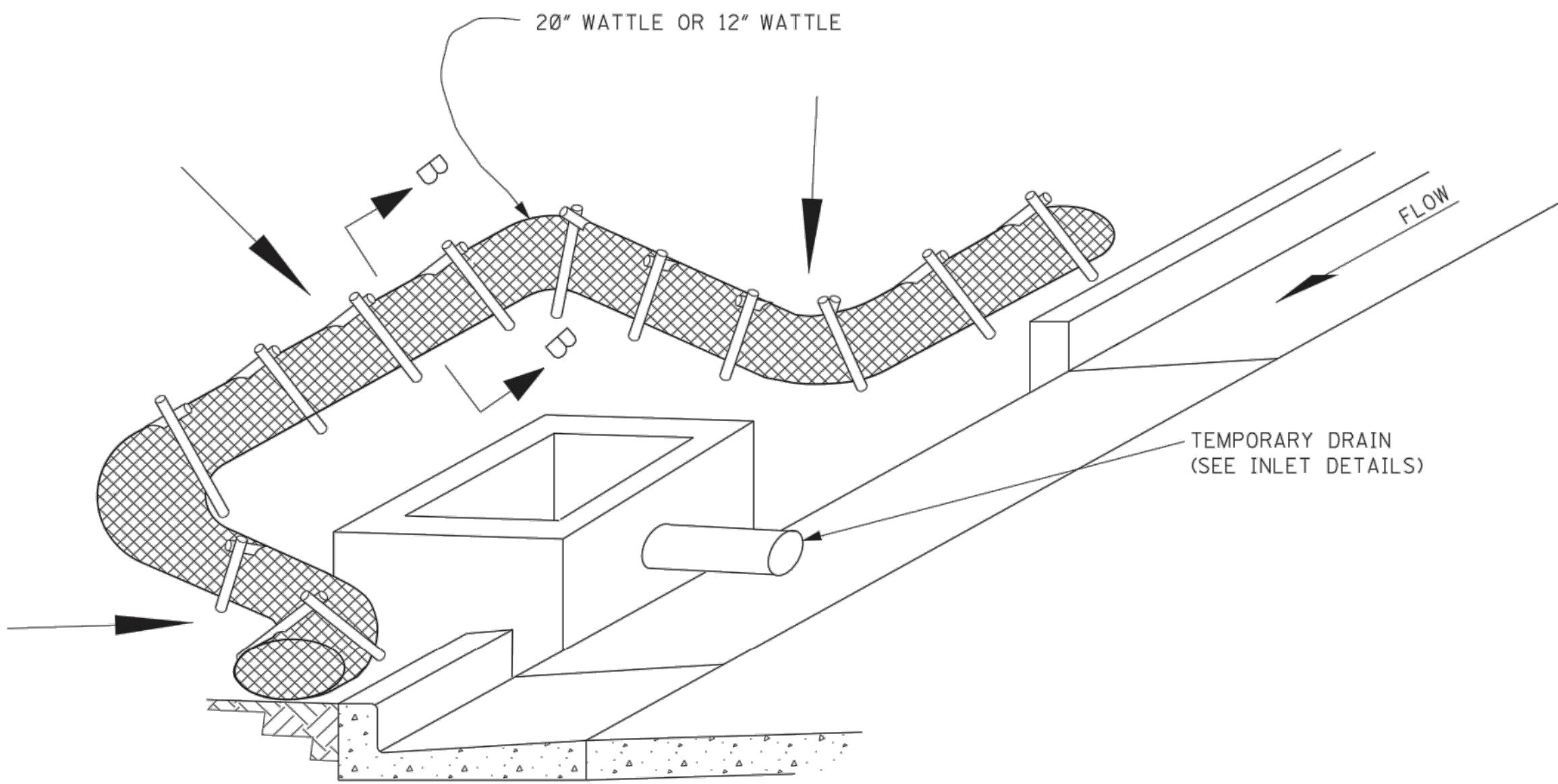


DETAILS OF SILT FENCE
INSTALLATION

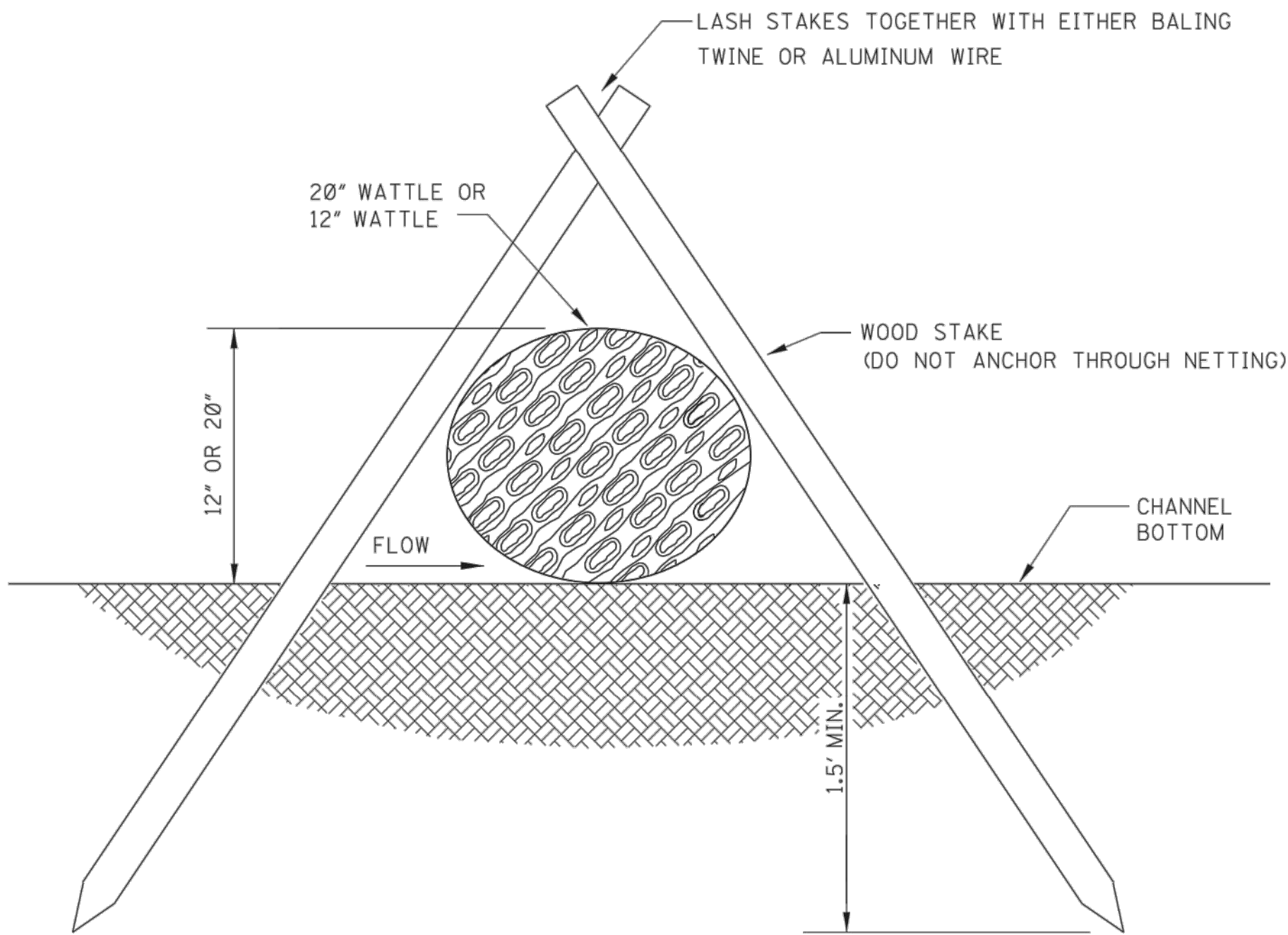
WORKING NUMBER:
ECD-3

DRAWING NUMBER:
8.1

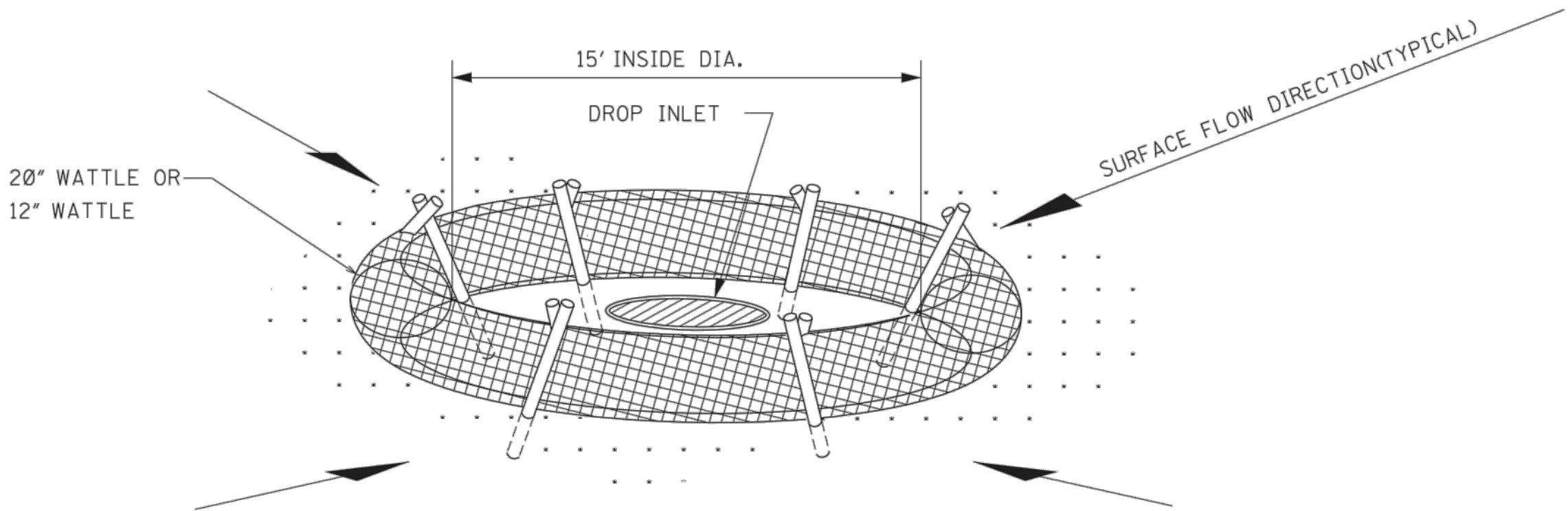
NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



SECTION B-B



DROP INLET PROTECTION

NOTES:

- ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
- OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
- TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
- IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

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				QA/QC:	DATE:

TATUM PARK
FIELDS 16, 18, & COMMON AREA

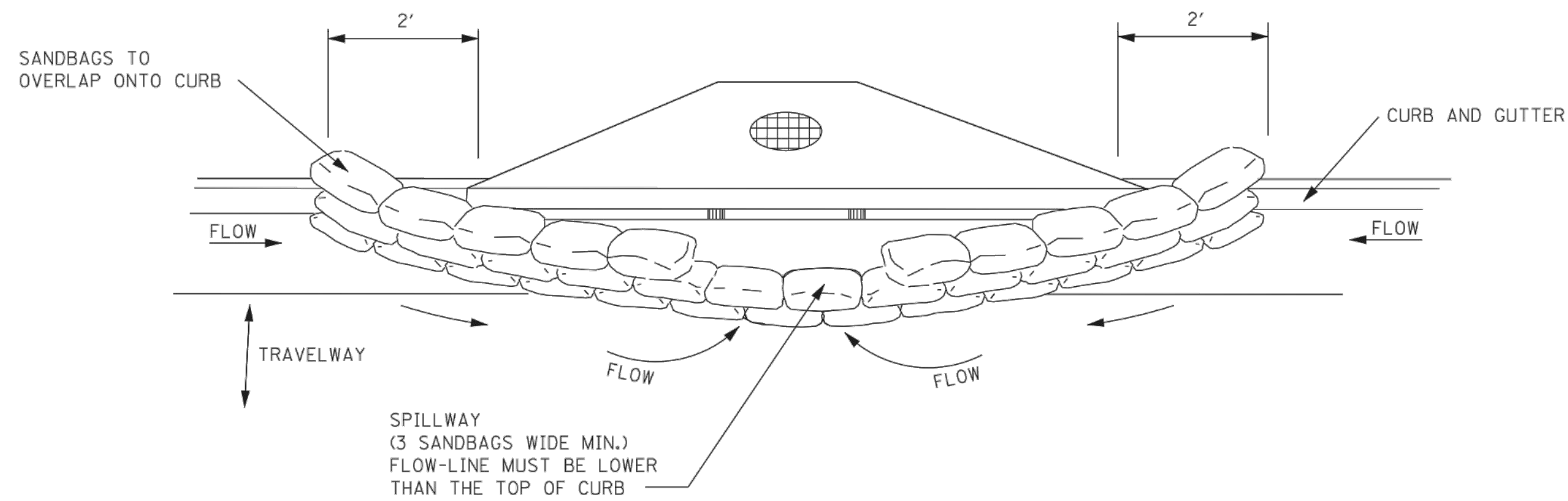
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



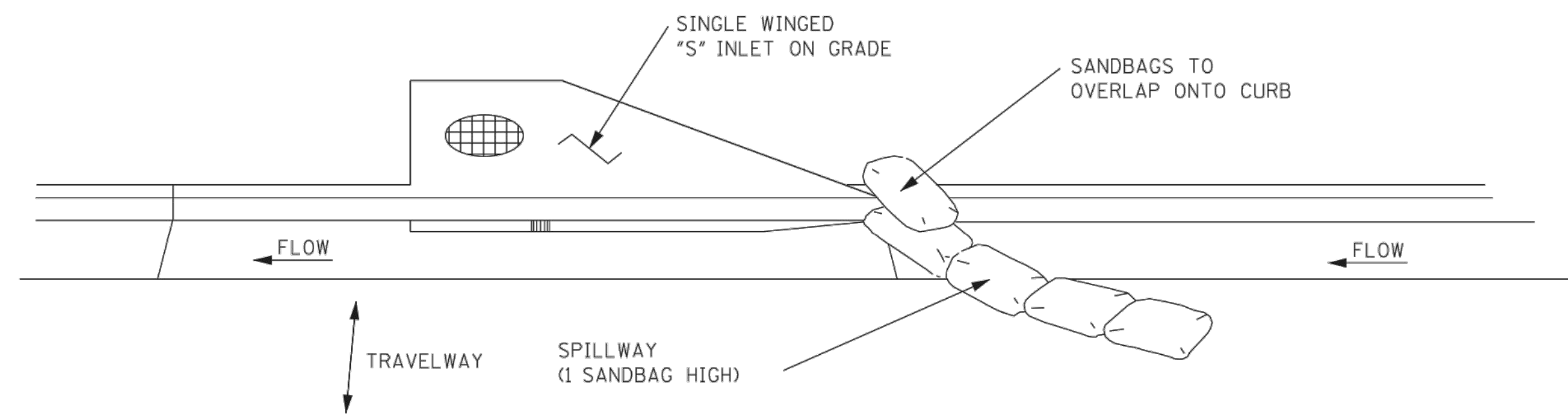
INLET PROTECTION DETAILS
OF WATTLES

WORKING NUMBER:
ECD-13

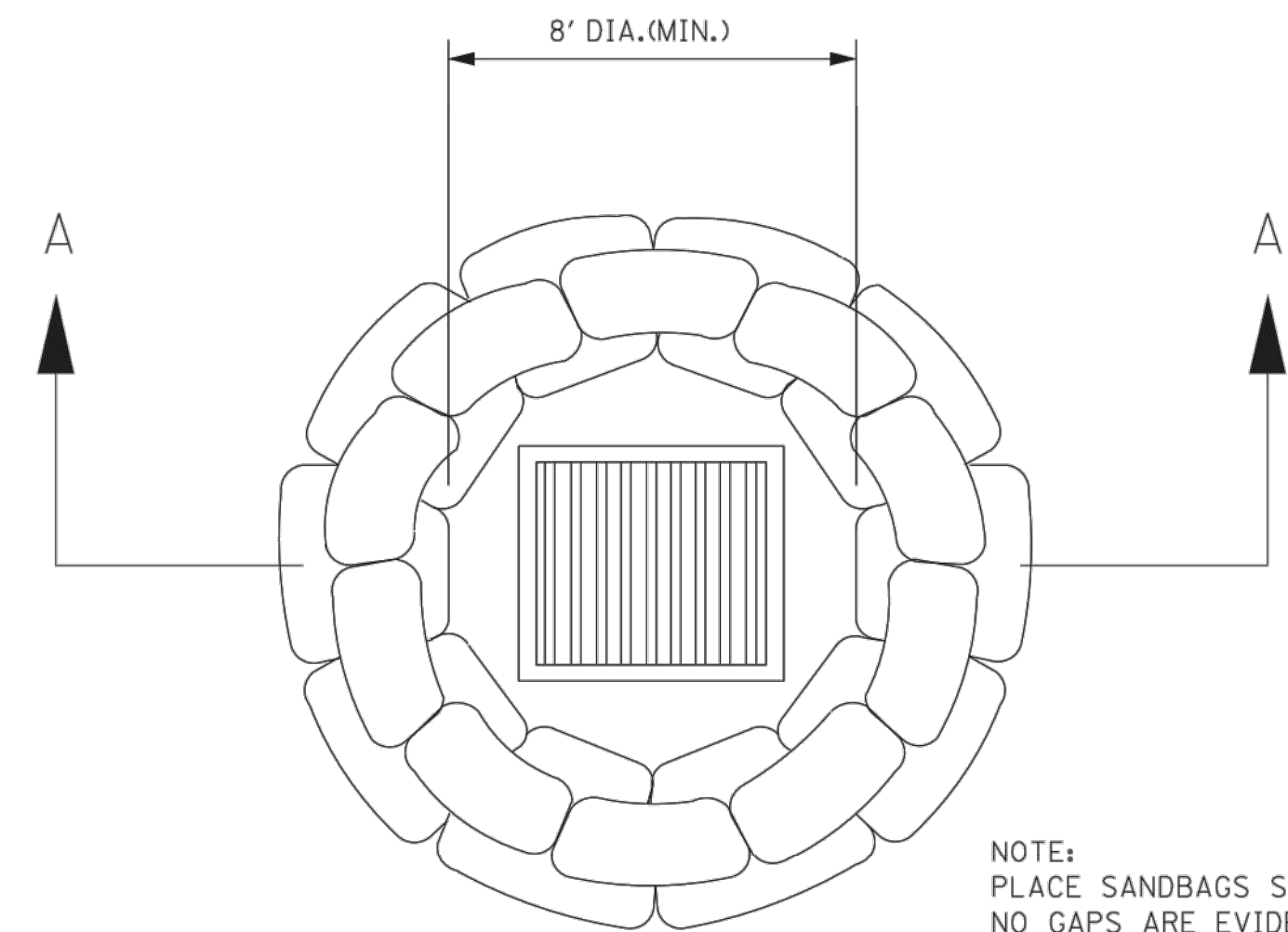
DRAWING NUMBER:
8.2



TYPICAL (SANDBAG) PROTECTION FOR INLET IN SAG



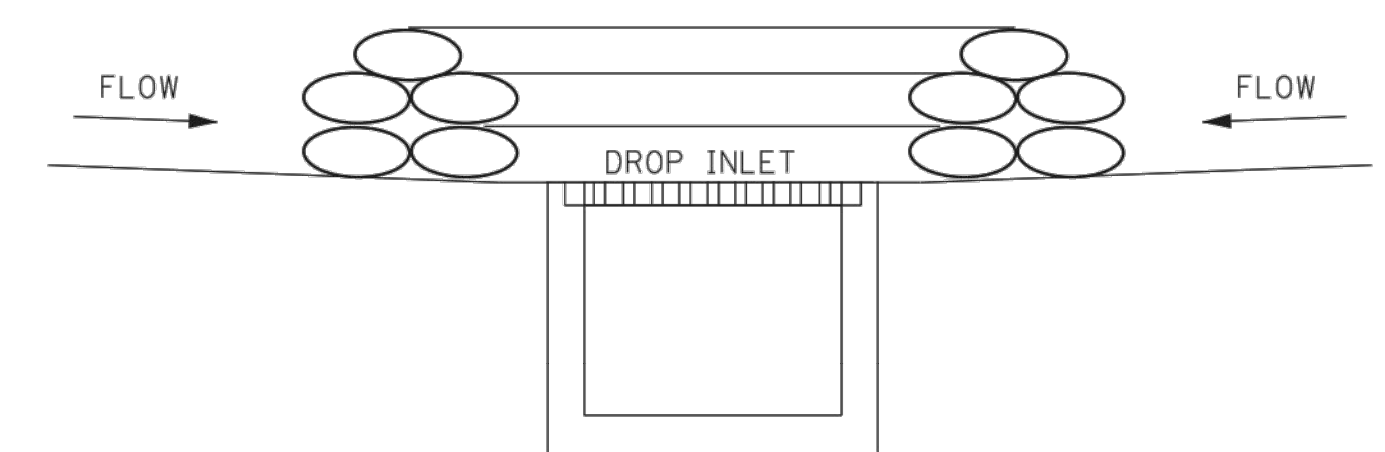
TYPICAL (SANDBAG) PROTECTION FOR INLET ON GRADE



NOTE:
PLACE SANDBAGS SO THAT
NO GAPS ARE EVIDENT.
3 BAGS HIGH AND STAGGERED.
(80 BAGS MIN.)

DROP INLET

PLAN VIEW

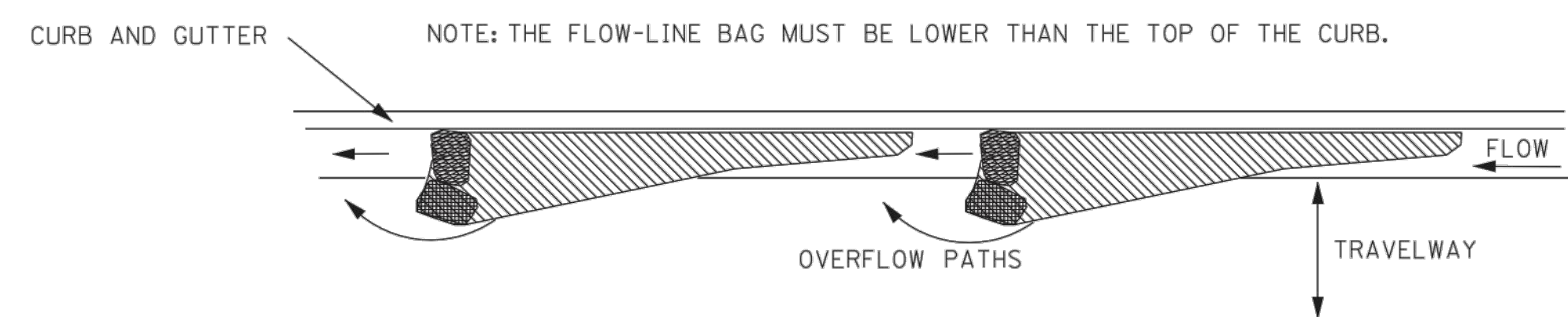


SECTION A-A

SANDBAG BARRIER

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTROL SEDIMENT.



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

NOTICE TO DRAWING HOLDER

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

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				QA/QC:	DATE:

TATUM PARK
FIELDS 16, 18, & COMMON AREA

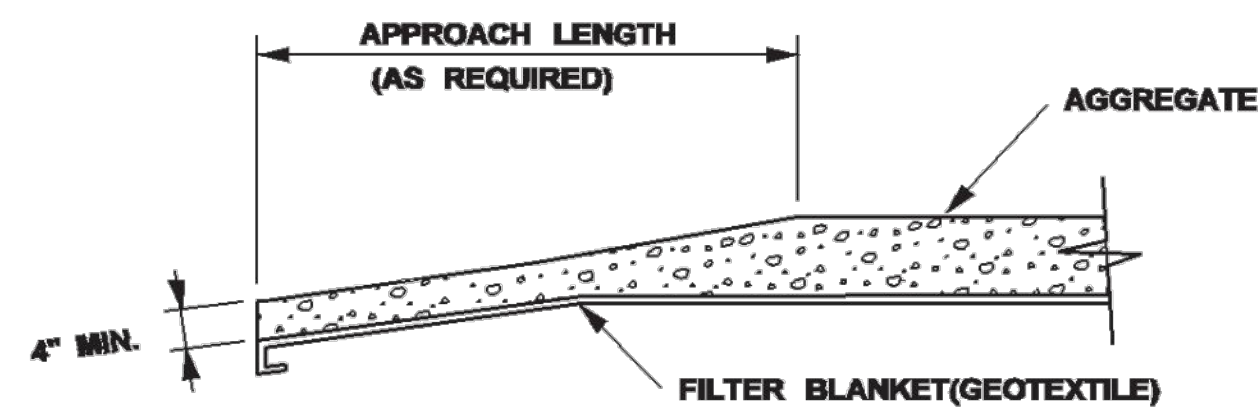
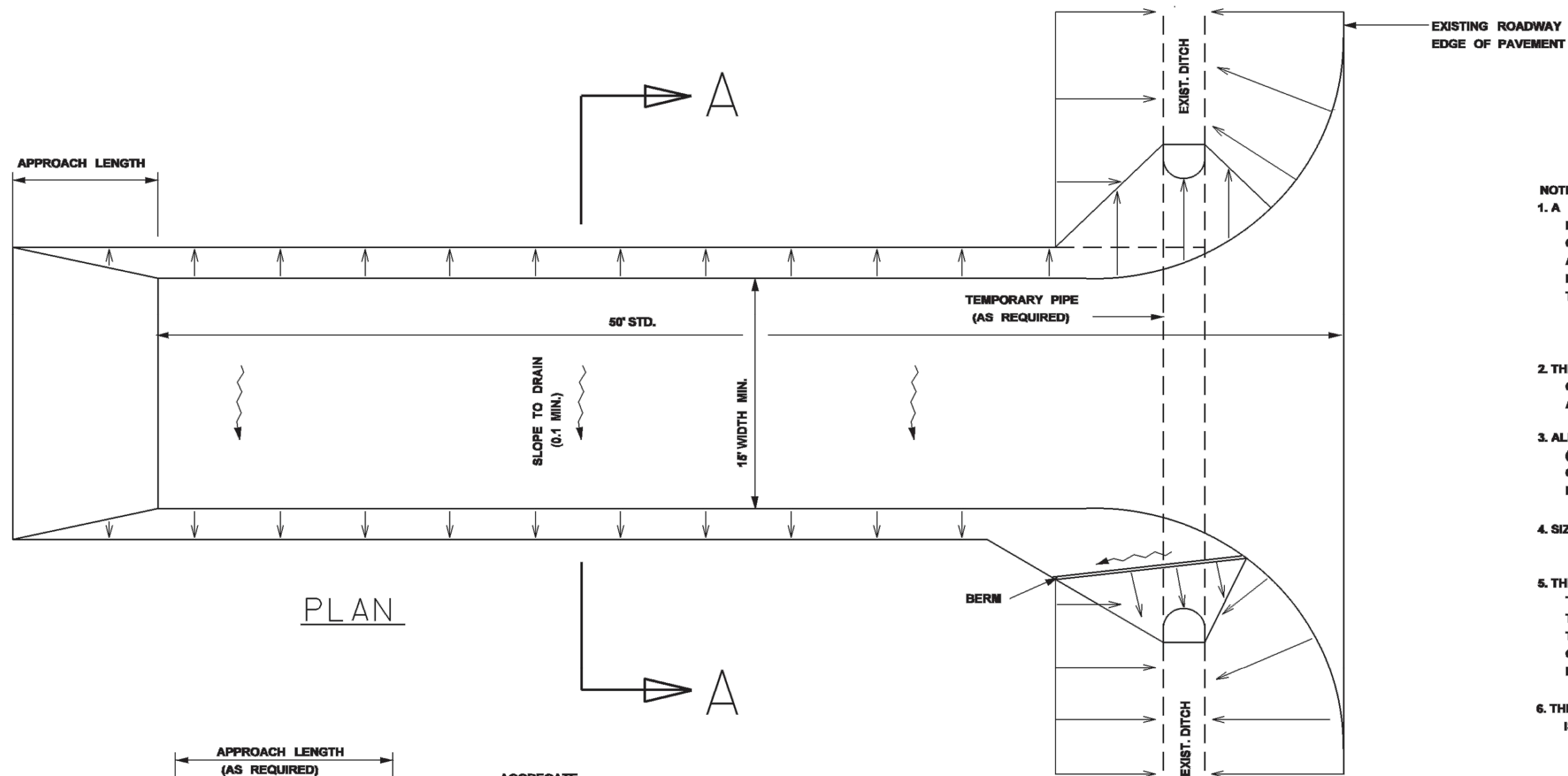
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



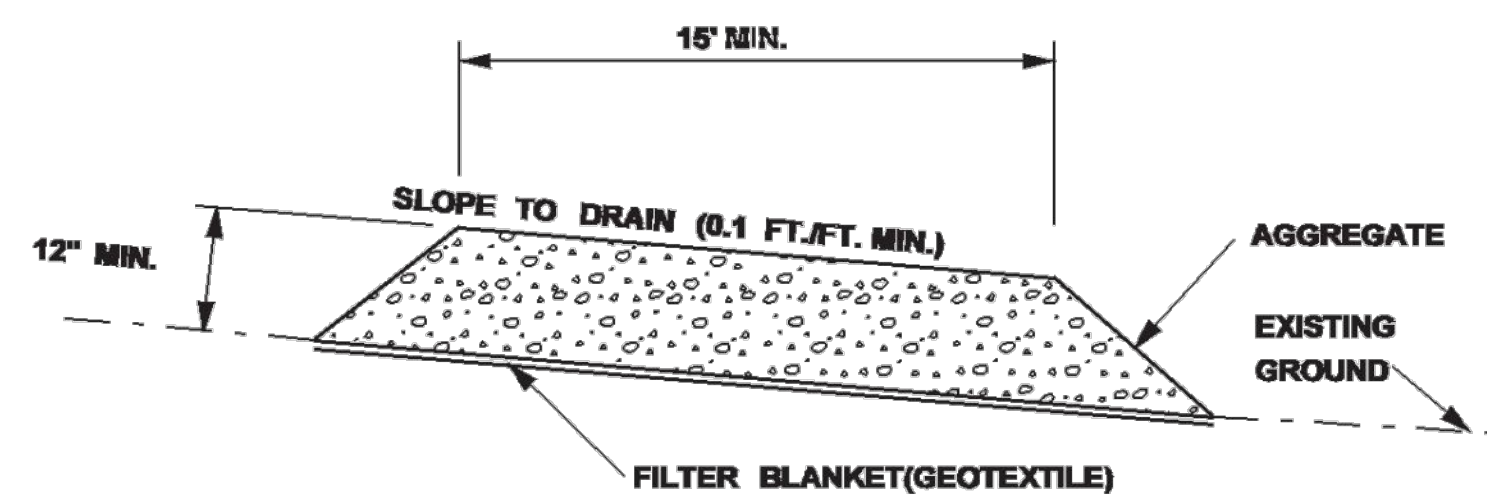
INLET PROTECTION DETAILS
OF SANDBAGS

WORKING NUMBER:
ECD-15

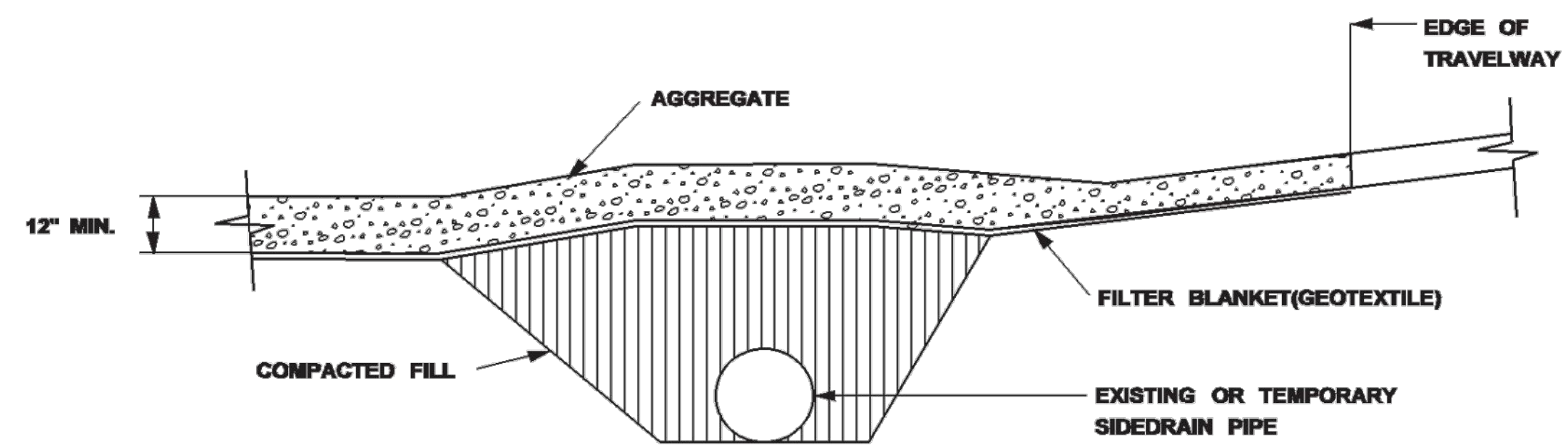
DRAWING NUMBER:
8.3



TRANSITION DETAIL



SECTION A-A



RURAL CONNECTION DETAIL

NOTES:

1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT THE POINT OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS. OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE PROJECT SHALL BE DIRECTED THRU THE STABILIZED ENTRANCE. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS NECESSARY TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED ENTRANCE.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STABILIZED CONSTRUCTION ENTRANCE AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. SIZE 1 STABILIZER AGGREGATE SHALL BE USED.
5. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION TO PREVENT OFFSITE TRACKING OF SEDIMENT. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE RINSED WHEN NECESSARY TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL MAINTENANCE OF THE VEHICULAR ROUTE LEADING TO THE STABILIZED ENTRANCE SHALL BE REQUIRED TO LIMIT THE MUD TRACKED.
6. THE NOMINAL SIZE OF A STANDARD STABILIZED CONSTRUCTION ENTRANCE SHALL BE 15' X 50' UNLESS OTHERWISE SHOWN IN THE EROSION CONTROL PLAN.

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TATUM PARK
FIELDS 16, 18, & COMMON AREA

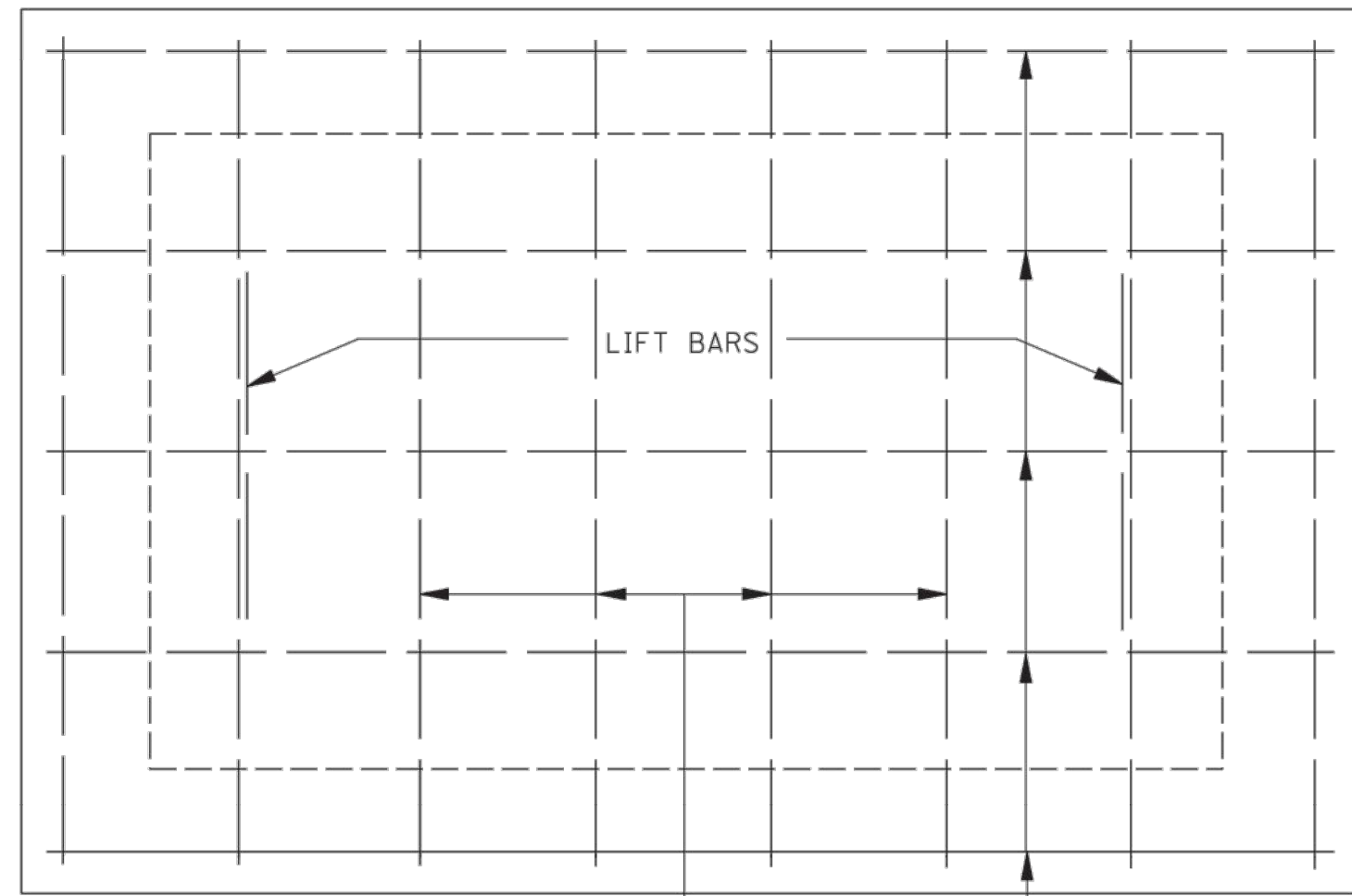
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



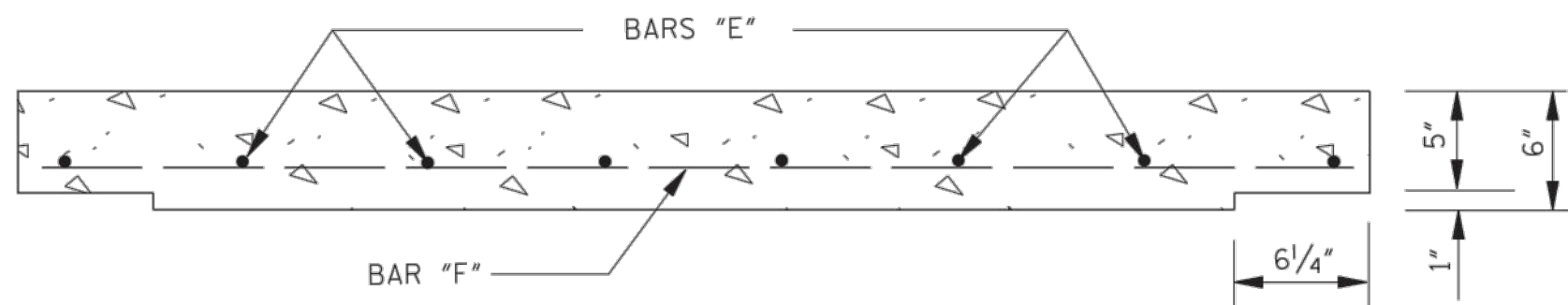
STABILIZED CONSTRUCTION
ENTRANCE

WORKING NUMBER:
ECD-16

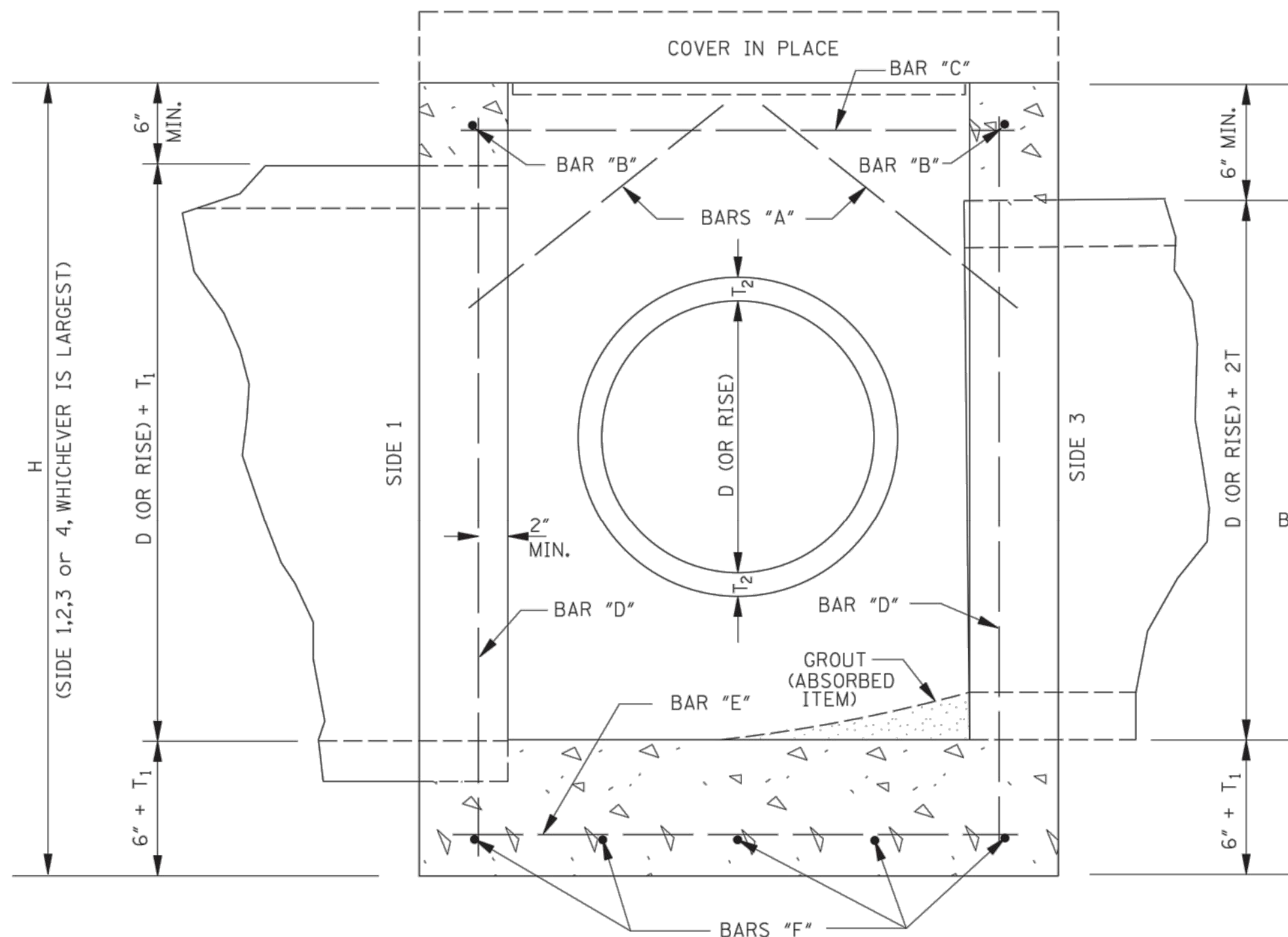
DRAWING NUMBER:
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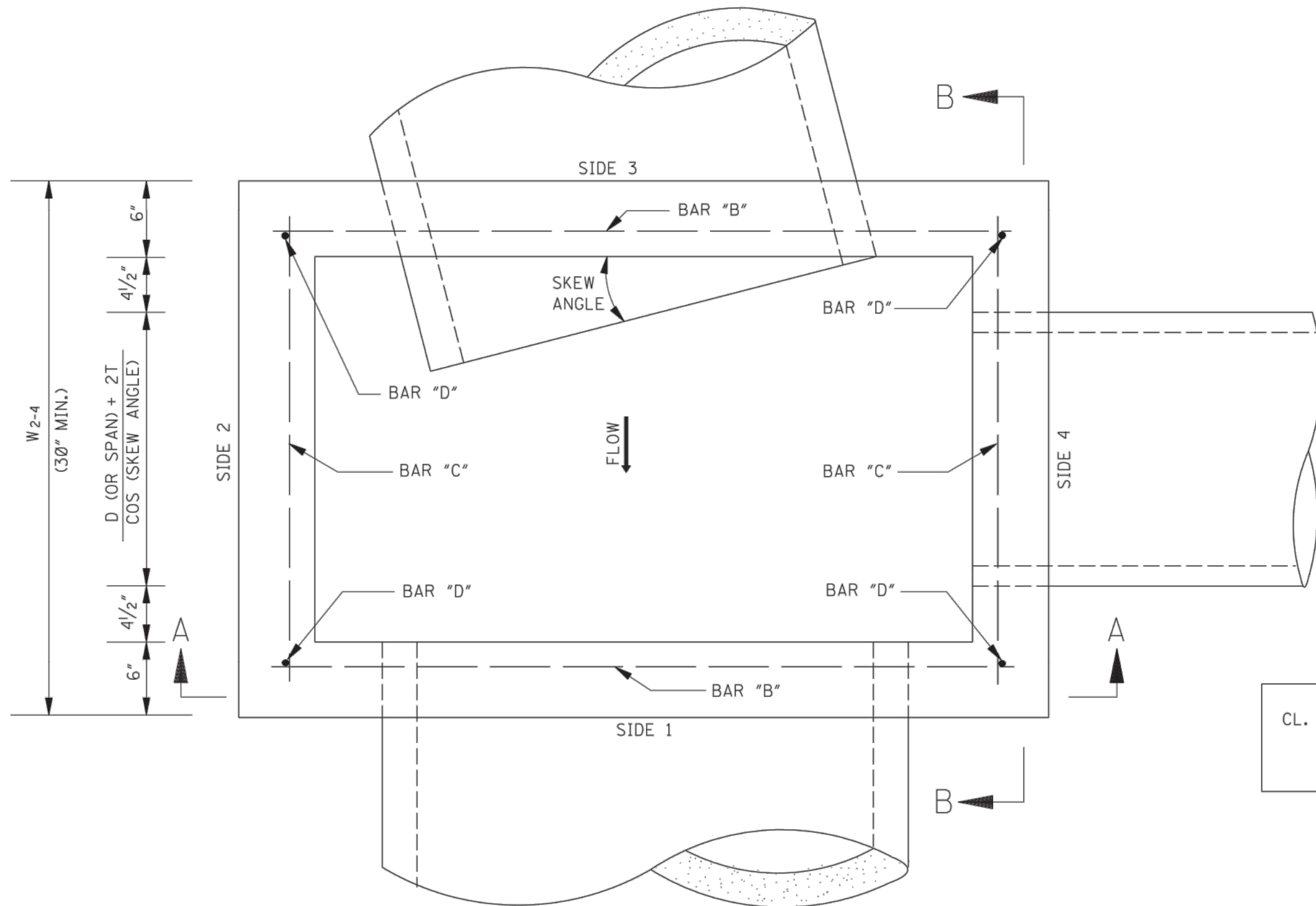
PLAN OF COVER



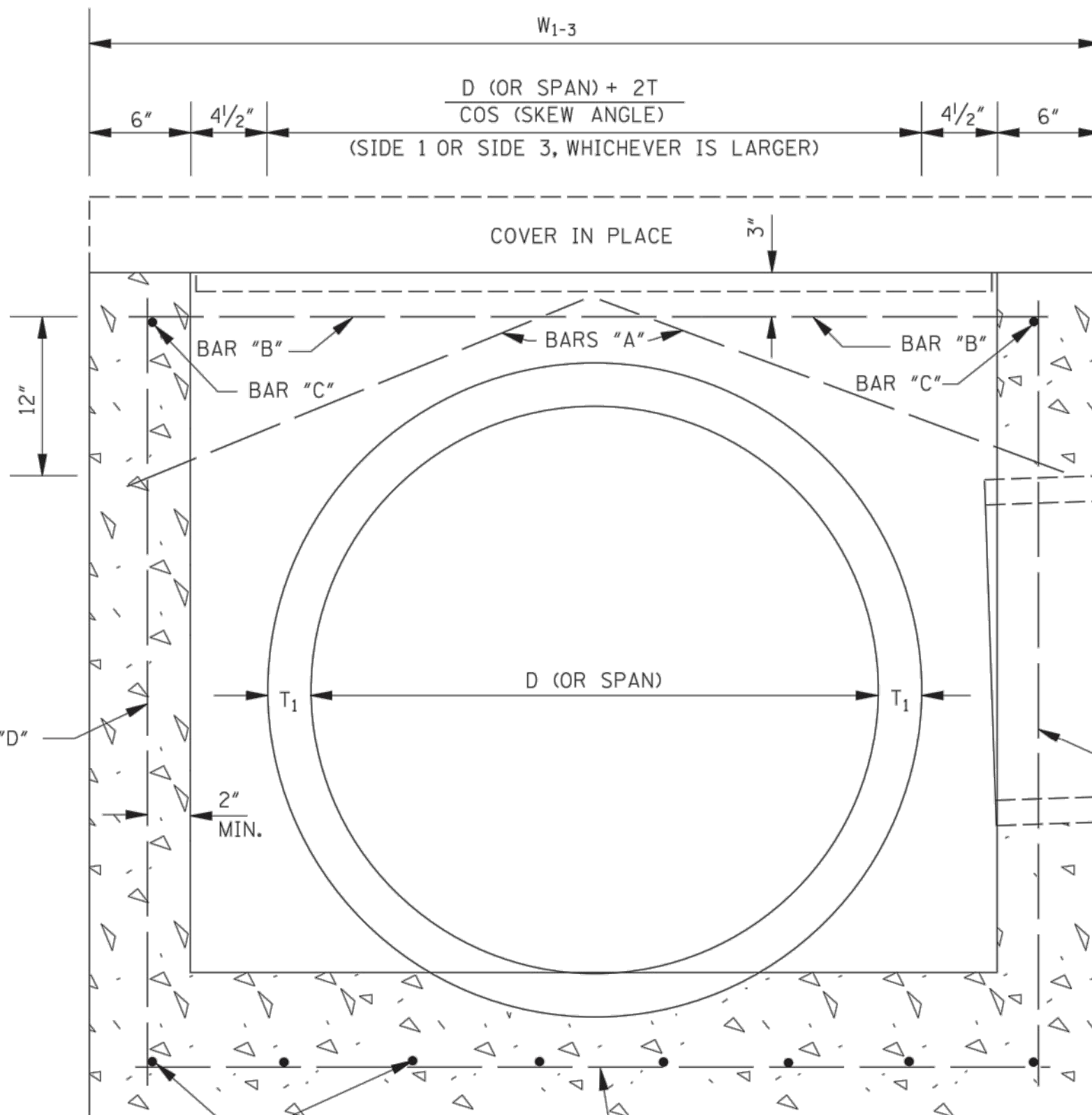
ELEVATION OF COVER



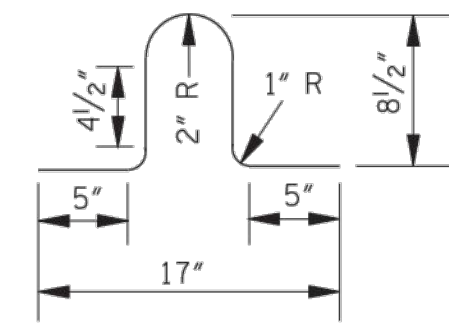
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196 + \left(\frac{W}{2}\right)^2}$
B	#4	2	$W_{1-3} - 6"$
C	#4	2	$W_{2-4} - 6"$
D	#4	4	$H - 6"$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9"} \right)^{*} + 1 \right]$	$W_{2-4} - 4"$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9"} \right)^{*} + 1 \right]$	$W_{1-3} - 4"$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 12.5")W₂₋₄ - 12.5"] + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 12"[H - (T₁ + 6")][(W₁₋₃ - 12") + W₂₋₄]

COMMON PIPE SIZE						
CIRCULAR PIPE				ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)		PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2½"	0.053		22" × 13"	2½"	0.053
24"	3"	0.091		29" × 18"	3"	0.087
30"	3½"	0.138		36" × 23"	3½"	0.129
36"	4"	0.196		44" × 27"	4"	0.185
42"	4½"	0.263		51" × 31"	4½"	0.245
48"	5"	0.340		58" × 36"	5"	0.318
54"	5½"	0.427		65" × 40"	5½"	0.394
60"	6"	0.524		73" × 45"	6"	0.489
66"	6½"	0.630				
72"	7"	0.747				

GENERAL NOTES:

- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
- QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
- SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
- IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

NOTICE TO DRAWING HOLDER

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TATUM PARK
FIELDS 16, 18, & COMMON AREA

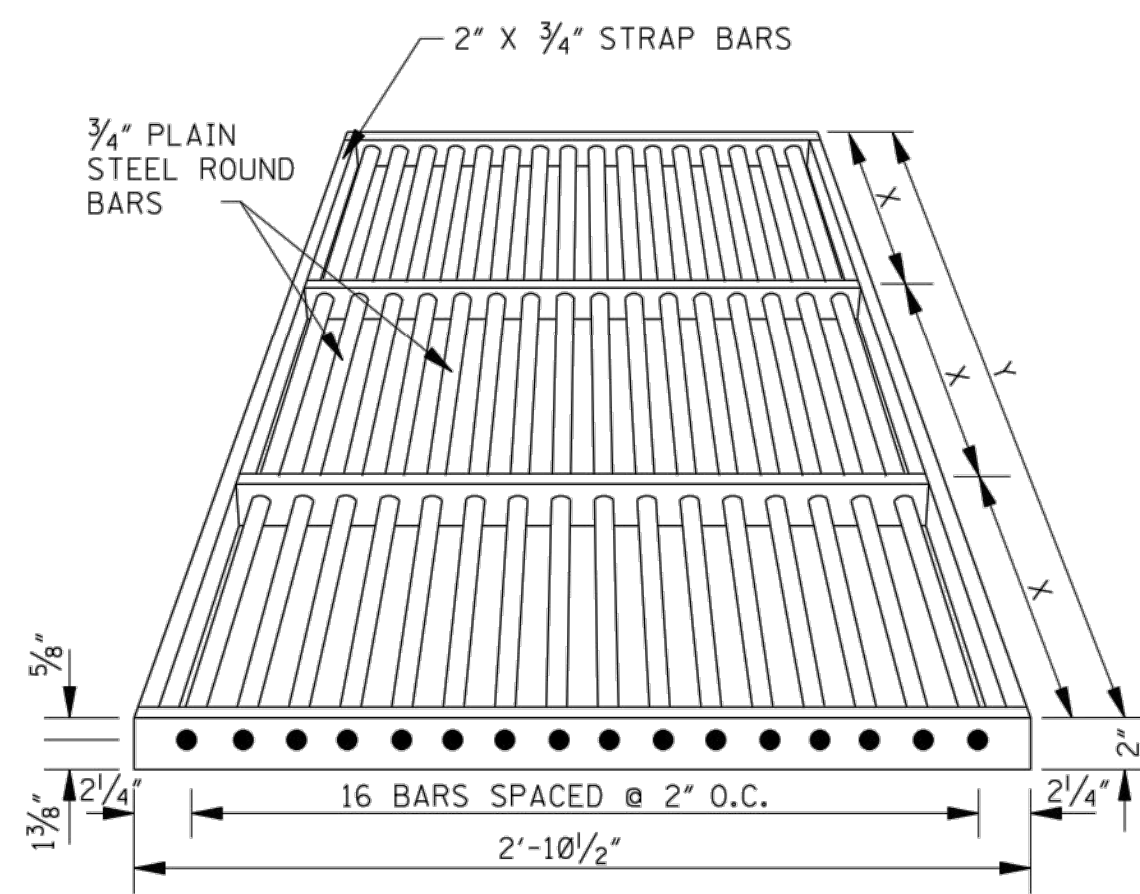
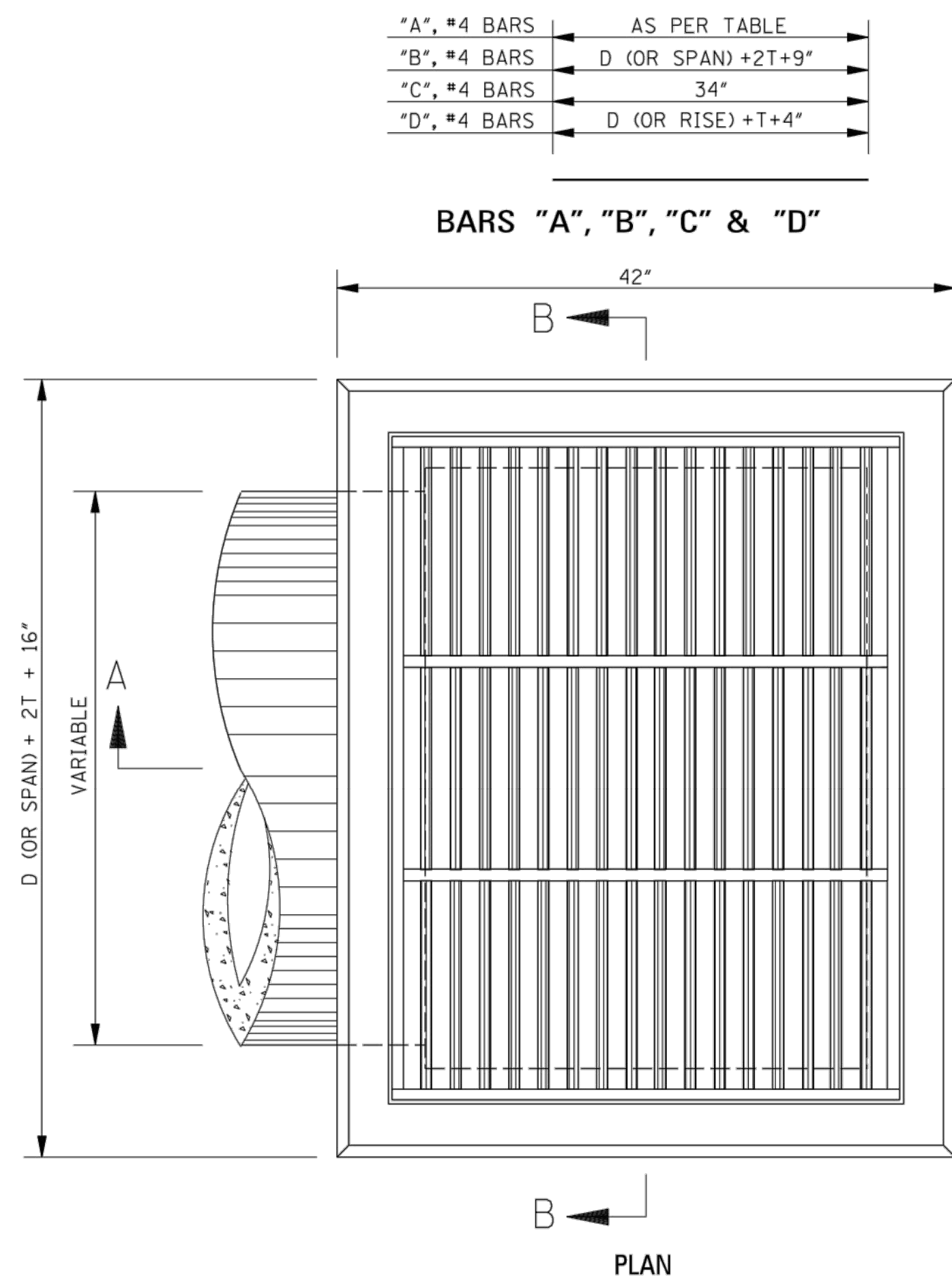
CITY OF HATTIESBURG
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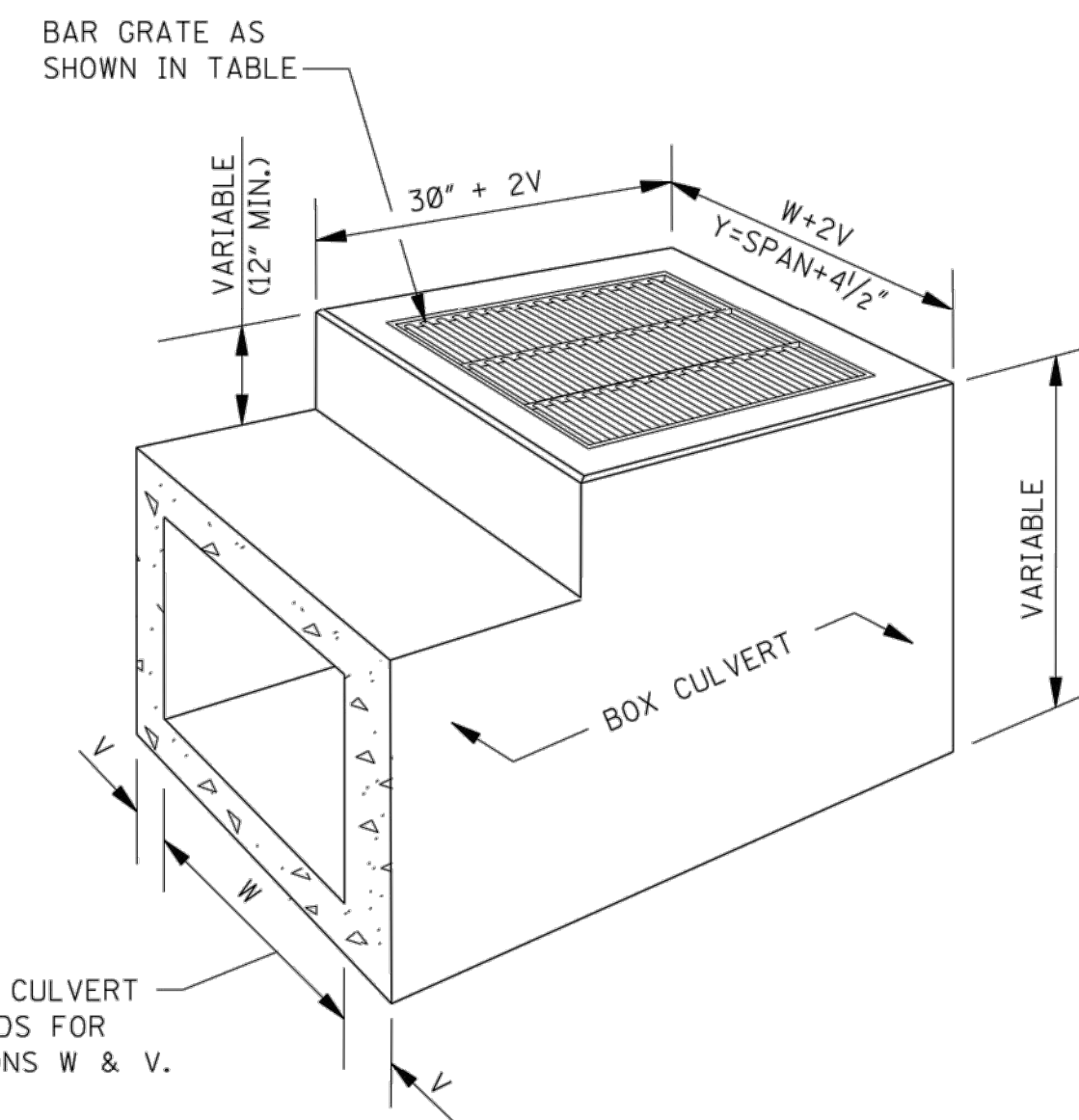
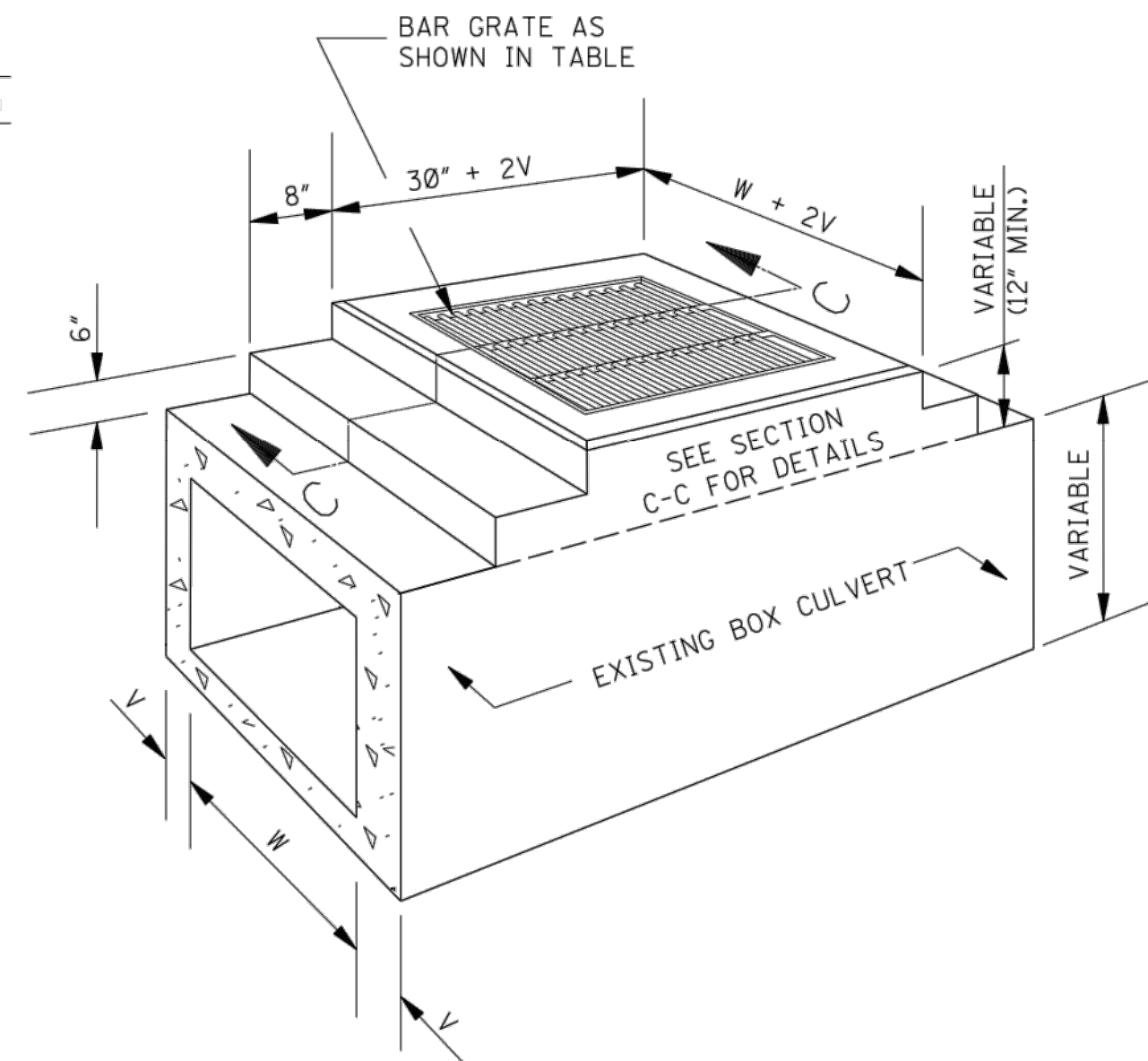
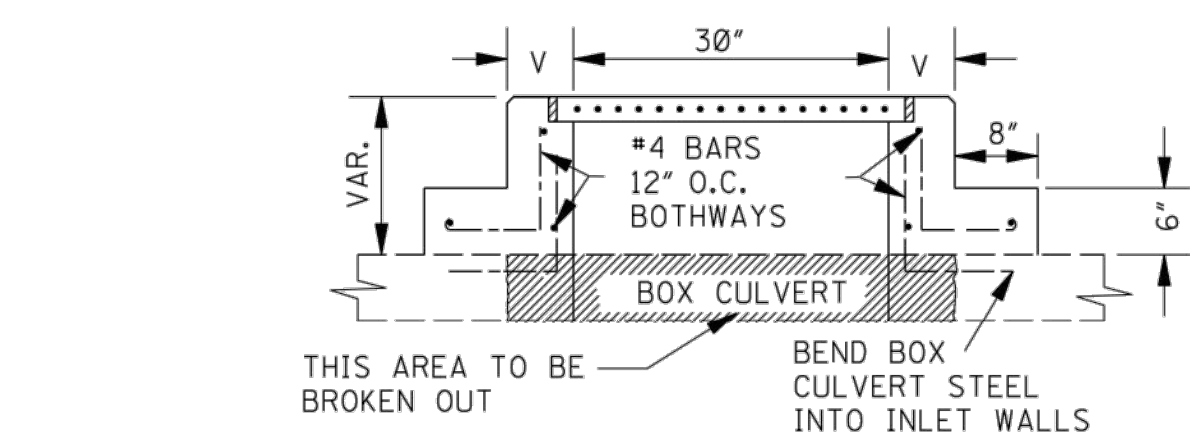
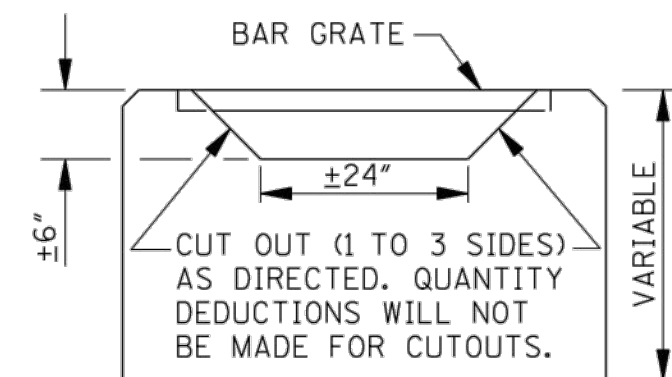
JUNCTION BOX FOR
PIPE CULVERTS

WORKING NUMBER:
JB-1

DRAWING NUMBER:
8.5



NOTE: JUNCTIONS OF ROUND AND STRAP BARS SHALL BE WELDED. GRATE SHALL BE SHOP COATED WITH APPROVED EPOXY MASTIC PAINT.



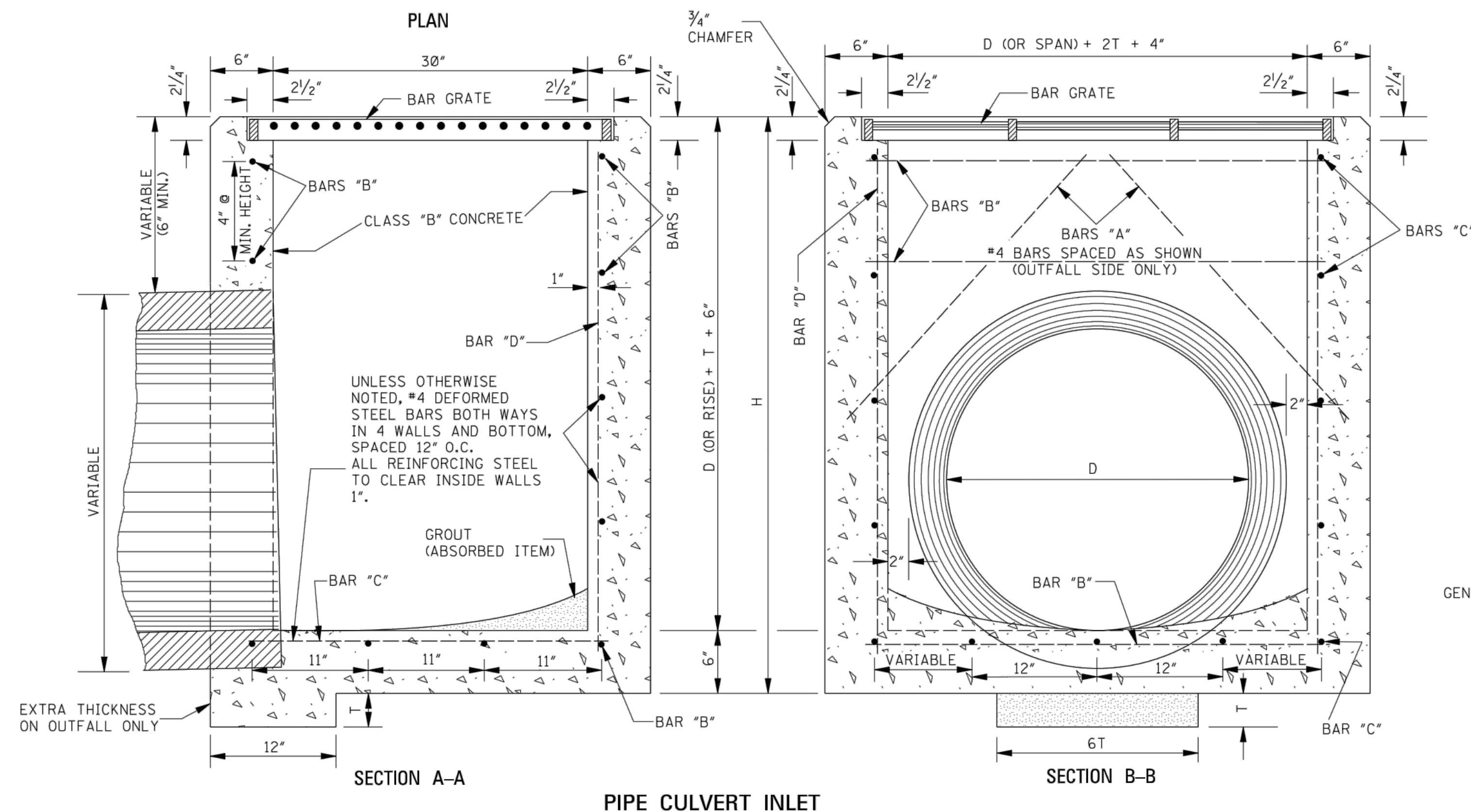
LENGTH AND WEIGHT OF GRATING									
PIPE INLETS					BOX CULVERT INLETS				
PIPE SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)	BOX CULVERT SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)
18"	2'-7 1/2"	1'-3 3/4"	2	127	2' X 2'	2'-4 1/2"	1'-2 1/4"	2	119
22" X 13"	2'-11 1/2"	1'-5 3/4"	2	139	3' X 2'	3'-4 1/2"	1'-1 1/2"	3	166
24"	3'-2 1/2"	1'-7 1/4"	2	147	4' X 2'	4'-4 1/2"	1'-5 1/2"	3	200
29" X 18"	3'-7"	1'-2 1/2"	3	173	5' X 2'	5'-4 1/2"	1'-4 1/6"	4	247
30"	3'-9 1/2"	1'-3 3/4"	3	180	6' X 2'	6'-4 1/2"	1'-3 3/4"	5	293
36"	4'-4 1/2"	1'-5 1/2"	3	200	7' X 2'	7'-4 1/2"	1'-5 1/6"	5	328
42"	4'-11 1/2"	1'-2 1/8"	4	232	8' X 2'	8'-4 3/4"	1'-4 3/4"	6	374
48"	5'-6 1/2"	1'-4 3/8"	4	252	3' X 3'	3'-4 1/2"	1'-1 1/2"	3	166
54"	6'-1 1/2"	1'-6 3/8"	4	272	4' X 3'	4'-4 1/2"	1'-5 1/2"	3	200
60"	6'-8 1/2"	1'-4 3/8"	5	305	5' X 3'	5'-4 1/2"	1'-4 1/6"	4	247
					6' X 3'	6'-4 1/2"	1'-3 3/4"	5	293

QUANTITIES														
PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		EACH ADDED FOOT		PIPE OPENING DEDUCTION (yd ³)	T	BARS/SIZES						
		CONC * (yd ³)	STEEL (lbs)	CONC (yd ³)	STEEL (lbs)			"A" #4	"B" #4	"C" #4	"D" #4			
								NO. LGTH.	NO. LGTH.	NO. LGTH.	NO. LGTH.			
18"	2.209'	0.623	42	0.213	13	0.053	2 1/2"	2 @ 21"	8 @ 32"	7 @ 34"	9 @ 24 1/2"			
22" X 13"	1.833'	0.586	42	0.225	14	0.053	2 1/2"	2 @ 25"	8 @ 36"	7 @ 34"	9 @ 20"			
24"	2.750'	0.800	55	0.235	14	0.091	3"	2 @ 25"	9 @ 39"	9 @ 34"	9 @ 31"			
29" X 18"	2.250'	0.742	57	0.248	16	0.087	3"	2 @ 30"	9 @ 43 1/2"	9 @ 34"	11 @ 25"			
30"	3.292'	0.992	70	0.256	16	0.138	3 1/2"	2 @ 30"	9 @ 46"	11 @ 34"	11 @ 37 1/2"			
36"	3.834'	1.198	85	0.278	17	0.196	4"	2 @ 33"	10 @ 53"	13 @ 34"	11 @ 44"			
42"	4.375'	1.418	93	0.299	18	0.263	4 1/2"	2 @ 36"	10 @ 60"	13 @ 34"	11 @ 50 1/2"			
48"	4.917'	1.653	109	0.321	19	0.340	5"	2 @ 39"	11 @ 67"	15 @ 34"	11 @ 57"			
54"	5.458'	1.902	136	0.343	21	0.427	5 1/2"	2 @ 42"	12 @ 74"	19 @ 34"	13 @ 63 1/2"			
60"	6.000'	2.165	146	0.364	21	0.524	6"	2 @ 47"	12 @ 81"	19 @ 34"	13 @ 70"			

*NOTE: ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.

GENERAL NOTES:

- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- BOX CULVERTS:
 - UNLESS OTHERWISE SHOWN, THE DETAILS OF THE BOX CULVERT INLETS SHALL CONFORM TO THOSE SHOWN FOR THE PIPE INLETS.
 - BOX CULVERT REINFORCEMENT SHALL BE CONTINUED AND RESHAPED TO ACCOMMODATE THE INLET BOX. ADDITIONAL BARS SHALL BE THE SAME DIAMETER AS THOSE IN THE BOX CULVERT AND THE CONCRETE SHALL BE THE SAME. QUANTITIES SHALL BE COMPUTED IN CONJUNCTION WITH QUANTITIES FOR BOX CULVERT.



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TATUM PARK
FIELDS 16, 18, & COMMON AREA

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

DROP INLET AND GRATE DETAILS
FOR PIPE AND BOX CULVERTS

WORKING NUMBER:
B-9

DRAWING NUMBER:
8.6

ADVERTISEMENT FOR BIDS

**TATUM PARK – FIELDS 16, 18, AND COMMON AREA
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **April 13**, 2023 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing artificial turf (Field 16) and natural turf (Field 18) fields at Tatum Park. Work includes fencing, irrigation, and drainage improvements. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

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

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

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

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

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

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

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

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

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

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: austin.lovitt@neel-schaffer.com. Austin Lovitt, ASLA – Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 12, 2023

March 19, 2023



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, March 7, 2023
Re: Approve the sale of grave spaces, per attached Memo, Receipts, and Deeds.
File Number: 2023-149
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the March 7, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Maria Nunley

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 92, Section 34, Highland Cemetery

Alonzo King

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 11, Section 34, Highland Cemetery

Alfred Adams & Martha Rayford

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 35, Section 39, Highland Cemetery

Ethel M. Brown

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 1, Section 35, Highland Cemetery

Shirley Shoemaker or Heather Woods

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 2, Section 35, Highland Cemetery

Shirley Shoemaker or Heather Woods

(2) Spaces \$ 350.00

Lot 2, Section 35, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-17- 2023

SOLD TO:

Mr.. Mrs. Miss Maria Nunley
ADDRESS 407 E. 4th Ave. Petal, MS 39405

desires to purchase the grave space described below, subject to Cemetery regulations.

S SW 1/4 Lot No. 92 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/23/ 2023

SOLD TO:

Mr.. Mrs. Miss Shirley Shoemaker OR Heather Woods
ADDRESS 126 40th Place, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 2 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bawne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/23/ 2023

SOLD TO:

Mr.. Mrs. Miss Shirley Shoemaker OR Heather Woods
ADDRESS 126 40th Place, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NW 1/4 Lot No. 2 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Debit

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bawne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21- 2023

SOLD TO:

Mr.. Mrs. Miss Alfred Adams & Martha Rayford

ADDRESS 157 McGilvey Rd Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 35 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

cord

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21- 2023

SOLD TO:

Mr.. Mrs. Miss Ethel M. Brown

ADDRESS 1218 Deason Ave. Hattiesburg, MS 39410

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 1 Section No. 25 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

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/17/ 2023

SOLD TO:

Mr.. Mrs. Miss Alonzo King

ADDRESS 1258 Richburg Rd, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 11 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

sl #1387

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 Maria Nunley, 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 92

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 7th day of March, 2023.

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 7th day of March, 2023.

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 Alonzo King, 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 11

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 7th day of March, 2023.

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 7th day of March, 2023.

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 Adams & Martha Rayford, 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 35

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 7th day of March, 2023.

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 7th day of March, 2023.

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, Ethel M. Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 1 Section Number 35

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 7th day March, 2023.

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 7th day of March, 2023

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, Shirley Shoemaker or Heather Woods, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 2 Section Number 35

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 7th day March, 2023.

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 7th day of March, 2023

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, Shirley Shoemaker or Heather Woods, 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 2 Section Number 35

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 7th day March, 2023.

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 Kernas 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 7th day of March, 2023

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, March 7, 2023
Re: Approve claims docket for the period ending February 28, 2023.

File Number: 2023-154
Minute Book #

Summary

Recommendation Statement

Please place this on the March 7, 2023 City Council meeting for consideration.

FUND		DUE TO	DUE FR
001	General Fund		1,048,500.20
002	PARKS & RECREATION FUND		39,074.79
009	WATER & SEWER OPERATION/MAINT.		426,861.53
072	MUNICIPAL ROAD & BRIDGE		49,133.75
073	MASS TRANSIT FUND		21,009.09
077	COMMUNITY CENTERS' FUND		5,364.12
086	SPEC SALES TAX-P&R/UNIV IMPROV		254,601.71
801	CLAIMS FUND		
		1,844,545.19	
	TOTAL	1,844,545.19	1,844,545.19

** END OF REPORT - Generated by Jacqueline Thorne **

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
001001 REVENUES														
001001 332000 POLICE FINES														
004271		SOUTHERN	FINANCIAL	S	CMCHAT2 2/2/23	0	2023	5	INV	P	27.00	022823	295637	POLICE FINES COLLEC
004271		SOUTHERN	FINANCIAL	S	CMCHAT3 2/2/23	0	2023	5	INV	P	558.87	022823	295638	POLICE FINES COLLEC
											585.87			
ACCOUNT TOTAL											585.87			
ORG 001001 TOTAL											585.87			
001015 CITY COURT														
001015 604800 OTHER PROF.-VICTIM'S ADV.GRANT														
002564		COURT PROGRAMS	INC		4976678	0	2023	5	INV	P	690.00	022823	295551	GR# 1H79TI081923-01
ACCOUNT TOTAL											690.00			
001015 604900 OTHER PROFESSIONAL SERV.														
049426		ENMON	ENTERPRISES		SEM12220222	2300688	2023	5	INV	P	1,320.00	022823	295563	2 QUOTE JANITORIAL
ACCOUNT TOTAL											1,320.00			
001015 604901 OTHER PROF-TECHNOLOGY														
004050		RICOH	CORP		37639434	0	2023	5	INV	P	287.51	022823	295630	COURT RICOH COPIER
004050		RICOH	CORP		5066283566	0	2023	5	INV	P	194.40	022823	295630	MB# 2018-183-184 CO
004050		RICOH	CORP		5066474668	0	2023	5	INV	P	173.59	022823	295630	MB# 2018-183-184 CO
											655.50			
ACCOUNT TOTAL											655.50			
001015 630500 ELECTRICITY														
003700		MS POWER	COMPANY		e2023 2.21.23	0	2023	5	INV	P	262.10	022823	295600	MS POWER VARIOUS DE
ACCOUNT TOTAL											262.10			
ORG 001015 TOTAL											2,927.60			
001020 MAYOR/ADMIN.														
001020 641000 OFFICE EQUIPMENT RENT														
003825		OWENS	BUSINESS MACHI		461568	0	2023	5	INV	P	19.67	022823	295614	MNTHLY MAINTENANCE
ACCOUNT TOTAL											19.67			
001020 684000 DUES AND MEMBERSHIPS														
003204		INTL INSTITUTE OF MU	IIMCKEATON			0	2023	5	INV	P	155.00	022823	295581	ANNUAL MEMBERSHIP F
ACCOUNT TOTAL											155.00			
ORG 001020 TOTAL											174.67			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001040											
001040	684500										
049462	EXTENSION CENTER FOR	9650			0	2023	5	INV P	200.00	022823	295565 2023 CMC SPRING MUN
									200.00		
									200.00		
001042											
001042	604900										
002406	CANON FINANCIAL SERV	29968909			0	2023	5	INV P	191.65	022823	295534 CANON MB-2018-145 P
									191.65		
									191.65		
001090											
001090	641000										
004050	RICOH CORP	37639698			0	2023	5	INV P	232.90	022823	295630 LEASE CONTRACT MAR
									232.90		
001090	684500										
003055	H'BURG DOWNTOWN ASSN	02152023			0	2023	5	INV P	300.00	022823	295574 10 TICKETS FOR DHA
									300.00		
									532.90		
001091											
001091	603500										
003583	METRIX SOLUTIONS	M89003			2301695	2023	5	INV P	23,036.92	022823	295592 VMWARE SERVERS - IT
									23,036.92		
001091	604900										
002158	AT&T	0598 2.8.23			0	2023	5	INV P	6,790.00	022823	295520 INTERACT SUPPORT -
002905	GILLILANDS ELECTRONI	10214			0	2023	5	INV P	262.70	022823	295571 CABLING FIRE HALL #
002905	GILLILANDS ELECTRONI	10223			0	2023	5	INV P	90.00	022823	295571 ACCESS CONTROL AT S
									352.70		
004482	TYLER TECHNOLOGIES IN	045-410920			0	2023	5	INV P	2,800.00	022823	295655 MUNIS IMPLEMENTATIO
									9,942.70		
001091	606800										
002384	C SPIRE	(MEGAGATE) 205876-75			0	2023	5	INV P	425.00	022823	295533 NETWORK/INTERET - M
									425.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001091	636500					OFFICE EQUIPMENT R&M					
003342	KRONOS	INCORPORATED	12025790		229612	2023	5	INV P	3,644.47	022823	295588 KRONOS RENEWAL - IT
003583	METRIX	SOLUTIONS	M88780		0	2023	5	INV P	1,808.00	022823	295592 OFFICE 365 LICENSES
003583	METRIX	SOLUTIONS	M89004		2301933	2023	5	INV P	1,852.88	022823	295592 SSL CERTIFICATE REN
									3,660.88		
004050	RICOH	CORP	5066644133		0	2023	5	INV P	467.92	022823	295630 CHARGES FOR PRODUCT
ACCOUNT TOTAL									7,773.27		
ORG 001091 TOTAL									41,177.89		
001092	GEN.GOV'T.BLDG										
001092	510000					CLEANING/JANITORIAL SPLV					
003772	NEWELL	PAPER COMPANY	4147677		2301967	2023	5	INV P	603.34	022823	295610 COMMERCIAL VACUUM C
ACCOUNT TOTAL									603.34		
001092	630500					ELECTRICITY					
003700	MS	POWER COMPANY	e2023 2.10.23		0	2023	5	INV P	403.78	022823	295600 MS POWER VARIOUS DE
003700	MS	POWER COMPANY	e2023 2.21.23		0	2023	5	INV P	3,994.08	022823	295600 MS POWER VARIOUS DE
									4,397.86		
ACCOUNT TOTAL									4,397.86		
ORG 001092 TOTAL									5,001.20		
001093	INTERMODAL FAC O&M										
001093	630500					ELECTRICITY					
003700	MS	POWER COMPANY	e2023 2.21.23		0	2023	5	INV P	2,637.70	022823	295600 MS POWER VARIOUS DE
ACCOUNT TOTAL									2,637.70		
ORG 001093 TOTAL									2,637.70		
001095	G/G INS.OTH SER										
001095	602500					LEGAL					
002377	BUTLER,SNOW,O'MARA,S	10369824			0	2023	5	INV P	2,257.50	022823	295530 ARPA ADMINISTRATION/
ACCOUNT TOTAL									2,257.50		
001095	604900					OTHER PROFESSIONAL SERV.					
002523	COMCAST	CABLEVISION	2.11.23		0	2023	5	INV P	619.70	022823	295547 COMCAST BUSINESS CI
047305	FRYE	ENVIROMENTAL	3		0	2023	5	INV P	7,500.00	022823	295568 ENVIRONMENTAL REVIE
ACCOUNT TOTAL									8,119.70		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2023 2.13.23	0	2023	5	INV P	50.17	022823	295520	AT&T 601.583.4581.0
002158	AT&T	L2023 2/13/23	0	2023	5	INV P	147.09	022823	295520	AT&T BLUE LIGHTS 6
							197.26			
ACCOUNT TOTAL							197.26			
001095	670000			SETTLEMT OF DAMAGE CLAIMS						
049675	KOHLER CO.	FY23	0	2023	5	INV P	164,178.00	022823	295587	FY21, 22 & 23 SETTL
ACCOUNT TOTAL							164,178.00			
ORG 001095 TOTAL							174,752.46			
001100				POLICE/PUB.SFTY						
001100	501000			OTHER EXPENDABLE OFF.SPL						
004050	RICOH CORP	5066644133	0	2023	5	INV P	65.78	022823	295630	CHARGES FOR PRODUCT
ACCOUNT TOTAL							65.78			
001100	525000			GAS AND OIL						
003918	PINE BELT OIL COMPAN	2/1/23	0	2023	5	INV P	547.93	022823	295620	POLICE & FIRE FLASH
ACCOUNT TOTAL							547.93			
001100	535000			UNIFORMS, BADGES, ETC.						
003698	MS POLICE SUPPLY CO	I-5769	2301785	2023	5	INV P	2,580.00	022823	295599	STREAMLIGHTS FOR ST
ACCOUNT TOTAL							2,580.00			
001100	535500			WEARING APPAREL						
002769	EXPRESS PRESS	49924	2301703	2023	5	INV P	134.00	022823	295564	POLO'S FOR CRIME SC
ACCOUNT TOTAL							134.00			
001100	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604304671694	2301946	2023	5	INV P	1,078.06	022823	295518	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	5604305271858	2301995	2023	5	INV P	2,240.31	022823	295518	REPAIR PARTS FOR ST
002060	ADVANCE AUTO PARTS	5604305371899	2302002	2023	5	INV P	1,068.90	022823	295518	REPAIR PARTS FOR VA
							4,387.27			
002443	CERTIFIED LABORATORI	8132371	2301991	2023	5	INV P	2,964.50	022823	295537	OIL FOR SHOP-HPD
003712	MS STATE/TAX COMM/TA	2023(2)TAGS	0	2023	5	INV P	24.00	022823	295602	TAGS UNIT#21903 & 2
003713	MS STATE/TAX COMM/UN	2023NEWTAG	0	2023	5	INV P	16.00	022823	295603	NEW TAG FOR UNDERCO
047101	MOTOROLA SOLUTIONS	8330236792	2300639	2023	5	INV P	140.00	022823	295596	DVR REPAIR-HPD
048827	CARQUEST	14758-22260	2301992	2023	5	INV P	137.17	022823	295535	HEADLAMP UNIT#17596

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								7,668.94					
001100	603000			VETERINARIAN									
003106	HOLLAND VETERINARY H	65330	0	2023	5	INV	P		10.50	022823		295577	VET VISIT FOR K9 V
003106	HOLLAND VETERINARY H	65373	0	2023	5	INV	P		539.23	022823		295577	VET VISIT FOR K9 MA
								549.73					
ACCOUNT TOTAL								549.73					
001100	604900			OTHER PROFESSIONAL SERV.									
002471	CINTAS CORPORATION #	4147566421	0	2023	5	INV	P		132.75	022823		295538	FLOOR MATS PUBLIC S
002473	CIOX HEALTH	0402228660	0	2023	5	INV	P		14.00	022823		295542	MEDICAL RECORD RETR
002473	CIOX HEALTH	0402228970	0	2023	5	INV	P		14.30	022823		295542	MEDICAL RECORD RETR
								28.30					
002610	D P S CRIME LAB	90128066	0	2023	5	INV	P		540.00	022823		295553	ANALYTICAL FEES
002669	DOCUMENT STORAGE SOL	81410	0	2023	5	INV	P		1,000.00	022823		295554	SERVICE CONTRACT MI
003184	INMATE SERVICES CORP	27781	0	2023	5	INV	P		6,000.00	022823		295578	TRANSPORTATION OF I
ACCOUNT TOTAL								7,701.05					
001100	606000			TELEPHONE AND TELEGRAPH									
002158	AT&T	5454910103 2/8/23	0	2023	5	INV	P		192.96	022823		295521	POLICE DISPATCH 2/8
002158	AT&T	L2023 2.8.23	0	2023	5	INV	P		76.00	022823		295520	AT&T 601M269404404
								268.96					
ACCOUNT TOTAL								268.96					
001100	611000			TRAVEL EXPENSE									
048775	MCCANN TYLER	04.02.23MCCANN	0	2023	5	INV	P		184.00	022823		295590	TRAVEL ADVANCE FOR
049671	ROBERT BARHAM	4.2.23BARHAM	0	2023	5	INV	P		184.00	022823		295632	TRAVEL ADV. BARHAM
ACCOUNT TOTAL								368.00					
001100	612000			FREIGHT									
004505	UNITED PARCEL SERVIC	00008E1Y15063	0	2023	5	INV	P		14.34	022823		295658	SHIPPING FEE
ACCOUNT TOTAL								14.34					
001100	630500			ELECTRICITY									
003700	MS POWER COMPANY	e2023 2.10.23	0	2023	5	INV	P		2,499.02	022823		295600	MS POWER VARIOUS DE
003700	MS POWER COMPANY	e2023 2.21.23	0	2023	5	INV	P		9,168.24	022823		295600	MS POWER VARIOUS DE
								11,667.26					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										11,667.26		
001100	636500											
004050	RICOH CORP		1095163410	0	OFFICE EQUIPMENT R&M	2023	5	INV	P	85.40	022823	295630 SERVICE CALL FOR PR
ACCOUNT TOTAL										85.40		
001100	638400											
003966	PREMIER WINDOW TINTI	6147		2301893	MOTOR VEHICLE EQ. R&M	2023	5	INV	P	520.00	022823	295624 WINDOW TINT FOR UNI
004272	SOUTHERN FIRE & SPRI	20-40465		2301626		2023	5	INV	P	555.00	022823	295639 REPAIRS TO FIRE EXT
ACCOUNT TOTAL										1,075.00		
001100	639400											
003040	HAVARD PEST CONTROL	2058755		0	DISINFECT./EXTERMINATION	2023	5	INV	P	125.00	022823	295576 HAVARD PEST CONTROL
ACCOUNT TOTAL										125.00		
001100	684500											
003716	MS TACTICAL OFFICERS	2.27.23		0	REGISTRATION FEE/TUITION	2023	5	INV	P	850.00	022823	295604 SWAT COURSE REGISTR
ACCOUNT TOTAL										850.00		
001100	739900											
002879	GALL'S LLC	023503582		228478	OTHER EQUIPMENT	2023	5	INV	P	551.76	022823	295569 UNIFORMS FOR ENTRY
002879	GALL'S LLC	023566961		228478		2023	5	INV	P	91.99	022823	295569 UNIFORMS FOR ENTRY
										643.75		
ACCOUNT TOTAL										643.75		
001100	740000											
002383	C D W GOVERNMENT	GN31694		2301692	AUTOMOBILES	2023	5	INV	P	3,492.64	022823	295531 CRADLE POINTS FOR 4
ACCOUNT TOTAL										3,492.64		
ORG 001100 TOTAL										37,837.78		
001131	504000											
004606	WCO STUDIOS	2023101		0	JOINT P&F TRNG.	2023	5	INV	P	400.00	022823	295665 P/F POLICE RECRUIT
ACCOUNT TOTAL										400.00		
001131	630500											
003700	MS POWER COMPANY	e2023 2.10.23		0	ELECTRICITY	2023	5	INV	P	640.17	022823	295600 MS POWER VARIOUS DE
ACCOUNT TOTAL										640.17		
001131	638200											
MINOR EQUIPMENT R&M												

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003681	MS FIRE & SAFETY OF	83143			0	2023	5	INV P	89.00	022823	295598 P/F TRAINING ACADEM
ACCOUNT TOTAL									89.00		
001131	6845FR										
004331	STATE FIRE ACADEMY	29965			0	2023	5	INV P	400.00	022823	295645 P/F ROBERT SMITH EX
ACCOUNT TOTAL									400.00		
ORG 001131 TOTAL									1,529.17		
001160											
001160	510000										
002471	CINTAS CORPORATION # 4137223863				0	2023	5	INV P	27.89	022823	295539 HFD MECHANIC SHOP J
002471	CINTAS CORPORATION # 4137868869				0	2023	5	INV P	27.89	022823	295539 HFD MECHANIC SHOP J
002471	CINTAS CORPORATION # 4138222057				0	2023	5	INV P	127.23	022823	295538 HFD STATION 9 JANIT
002471	CINTAS CORPORATION # 4138585100				0	2023	5	INV P	27.89	022823	295539 HFD MECHANIC SHOP S
002471	CINTAS CORPORATION # 4140707632				0	2023	5	INV P	27.89	022823	295539 HFD MECHANIC SHOP
002471	CINTAS CORPORATION # 4146285252				0	2023	5	INV P	23.63	022823	295540 HFD MECHANIC SHOP J
002471	CINTAS CORPORATION # 4146596880				0	2023	5	INV P	148.31	022823	295538 HFD STATION 9 JANIT
002471	CINTAS CORPORATION # 4146997727				0	2023	5	INV P	27.89	022823	295539 HFD MECHANIC SHOP J
									438.62		
ACCOUNT TOTAL									438.62		
001160	525000										
003918	PINE BELT OIL COMPAN 2/1/23				0	2023	5	INV P	86.98	022823	295620 POLICE & FIRE FLASH
ACCOUNT TOTAL									86.98		
001160	525700										
003918	PINE BELT OIL COMPAN 2/1/23				0	2023	5	INV P	1,306.62	022823	295620 POLICE & FIRE FLASH
ACCOUNT TOTAL									1,306.62		
001160	546200										
003744	NAFECO-NORTH AMERICA 1192441				2300851	2023	5	INV P	200.66	022823	295608 HFD UNIT #2681 EQUI
ACCOUNT TOTAL									200.66		
001160	570000										
003252	JOHNNIE WRIGHT RADIA 85682				2301845	2023	5	INV P	3,957.41	022823	295583 HFD LADDER 6 UNIT #
003818	O'REILLY AUTO PARTS 0943-438506				2302033	2023	5	INV P	99.35	022823	295612 HFD 1939 SEAGRAVE L
003818	O'REILLY AUTO PARTS 0943-438630				2302043	2023	5	INV P	46.96	022823	295612 HFD SHOP SUPPLIES F
									146.31		
004465	TRUCKPRO LLC	039-0712594			2301883	2023	5	INV P	659.08	022823	295653 HFD STOCK FOR ALL T
ACCOUNT TOTAL									4,762.80		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160	612000										
				FREIGHT							
003744	NAFECO-NORTH AMERICA	1192441			2300851	2023	5	INV P	100.00	022823	295608 HFD UNIT #2681 EQUI
004465	TRUCKPRO LLC	039-0712594			2301883	2023	5	INV P	30.00	022823	295653 HFD STOCK FOR ALL T
				ACCOUNT TOTAL					130.00		
001160	630000										
				GAS							
004321	SPIRE	G2023 2.15.23		0		2023	5	INV P	251.63	022823	295643 SPIRE VARIOUS DEPTS
004321	SPIRE	G2023 2.22.23		0		2023	5	INV P	1,164.76	022823	295643 SPIRE 104 LAMAR BLV
									1,416.39		
				ACCOUNT TOTAL					1,416.39		
001160	630500										
				ELECTRICITY							
003700	MS POWER COMPANY	e2023 2.10.23		0		2023	5	INV P	278.14	022823	295600 MS POWER VARIOUS DE
003700	MS POWER COMPANY	e2023 2.21.23		0		2023	5	INV P	2,986.43	022823	295600 MS POWER VARIOUS DE
									3,264.57		
004282	SOUTHERN PINE ELECTR	E2023 2.16.23		0		2023	5	INV P	120.85	022823	295641 SOUTHERN PINE ELECT
				ACCOUNT TOTAL					3,385.42		
001160	631500										
				WATER							
002146	ARNOLD LINE WATER AS	T2023 2.22.23		0		2023	5	INV P	19.00	022823	295519 ARNOLD D-LINE WATER
				ACCOUNT TOTAL					19.00		
001160	635000										
				BUILDING R&M							
002256	BILL'S PLUMBING CO	40966			2301906	2023	5	INV P	1,305.00	022823	295524 HFD STATION 6 PLUMB
002256	BILL'S PLUMBING CO	40967			2301904	2023	5	INV P	501.00	022823	295524 HFD STATION 7 PLUMB
002256	BILL'S PLUMBING CO	40968			2301902	2023	5	INV P	160.00	022823	295524 HFD STATION 9 PLUMB
002256	BILL'S PLUMBING CO	40969			2301903	2023	5	INV P	235.00	022823	295524 HFD STATION 8 VACUU
									2,201.00		
002672	DOLEAC ELECTRIC CO I	FS3-X2			2301069	2023	5	INV P	550.00	022823	295555 HFD STATION 3 AND S
002672	DOLEAC ELECTRIC CO I	FS4-X1			2301069	2023	5	INV P	550.00	022823	295555 HFD STATION 3 AND S
									1,100.00		
002714	ECONOMY SUPPLY CO	093396			2301978	2023	5	INV P	331.15	022823	295559 HFD STATION 2 REPAI
002714	ECONOMY SUPPLY CO	093589			2301990	2023	5	INV P	88.40	022823	295559 HFD STATION 1 REPAI
002714	ECONOMY SUPPLY CO	093689			2302009	2023	5	INV P	82.70	022823	295559 HFD STATION 2 REPAI
									502.25		
002901	GILKEY ELECTRIC SUPP	369262			2301783	2023	5	INV P	77.73	022823	295570 HFD STATION 7 REPAI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
003192	INTERIOR EXTERIOR BU	4230467-00		2301753	2023	5	INV P	256.00	022823	295580	HFD STATION 8 REPAI
003587	MID SOUTH GLASS INC	0050142		2300731	2023	5	INV P	133.00	022823	295593	HFD STATION 9 BAY D
004272	SOUTHERN FIRE & SPRI	20-40414		2301671	2023	5	INV P	800.00	022823	295639	HFD FIRE SPRINKLER
004498	UNDERWOOD DOOR COMPA	15188		2301920	2023	5	INV P	250.00	022823	295656	HFD STATION 2 BAY D
004498	UNDERWOOD DOOR COMPA	15192		2301919	2023	5	INV P	330.00	022823	295656	HFD STATION 4 BAY D
								580.00			
ACCOUNT TOTAL								5,649.98			
001160	638000			FIXED EQUIPMENT R&M							
004234	SMITH, JIM SERVICES	0000092603		2301716	2023	5	INV P	4,596.66	022823	295635	HFD STATION 1 AIR C
ACCOUNT TOTAL								4,596.66			
001160	638200			MINOR EQUIPMENT R&M							
003543	MCELHANEY PLUMBING I	295432		2301979	2023	5	INV P	26.00	022823	295591	HFD STATION 2 REPAI
003681	MS FIRE & SAFETY OF	83144		0	2023	5	INV P	89.00	022823	295598	HFD STATION 3 SERVI
ACCOUNT TOTAL								115.00			
001160	638400			MOTOR VEHICLE EQ. R&M							
002700	EAGLE TIRE AND SERVI	INV070943		2301915	2023	5	INV P	338.06	022823	295558	HFD BC20 TRUCK UNIT
002700	EAGLE TIRE AND SERVI	INV070971		2301937	2023	5	INV P	28.04	022823	295558	HFD FORD EXPLORER U
								366.10			
002733	EMERGENCY EQUIPMENT	480069		2302059	2023	5	INV P	838.50	022823	295560	HFD ENGINE 2 UNIT #
ACCOUNT TOTAL								1,204.60			
001160	641000			OFFICE EQUIPMENT RENT							
004050	RICOH CORP	37639506		0	2023	5	INV P	192.00	022823	295630	HFD ADMIN OFFICE CO
004050	RICOH CORP	37668908		0	2023	5	INV P	9.60	022823	295630	HFD ADMIN LATE CHAR
								201.60			
ACCOUNT TOTAL								201.60			
001160	642500			CYLINDER RENT							
004273	SOUTHERN GAS & SUPPL	37451818		0	2023	5	INV P	93.99	022823	295640	HFD MEDICAL OXYGEN
ACCOUNT TOTAL								93.99			
001160	643500			MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION #	4137869809		0	2023	5	INV P	54.98	022823	295539	HFD ADMIN OFFICE MA
002471	CINTAS CORPORATION #	4146285849		0	2023	5	INV P	54.98	022823	295539	HFD ADMIN OFFICE MA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
								109.96		
ACCOUNT TOTAL								109.96		
ORG 001160 TOTAL								23,718.28		
001180		LAND DEVEL.ADM.								
001180	570000			MTR	VEHICLE	REP.	PTS/SPL			
049658	WARDS QUALITY TRANS	910		2301832	2023	5	INV P	194.49	022823	295660 UNIT # 17527 REPLAC
ACCOUNT TOTAL								194.49		
001180		601300		DEMOLITION						
003718	MSP ENTERPRISES, LLC	021623-0	0	2023	5	INV	P	4,621.56	022823	295605 MB 2022-907 - DEMO
003718	MSP ENTERPRISES, LLC	022323-0	0	2023	5	INV	P	11,313.92	022823	295605 MB 2022-907 - DEMO
								15,935.48		
ACCOUNT TOTAL								15,935.48		
001180		638400		MOTOR VEHICLE EQ. R&M						
049658	WARDS QUALITY TRANS	910		2301832	2023	5	INV P	300.00	022823	295660 UNIT # 17527 REPLAC
ACCOUNT TOTAL								300.00		
001180		684000		DUES AND MEMBERSHIPS						
003526	MISSISSIPPI COAST	2023 MCBOA - K BATES	0	2023	5	INV	P	100.00	022823	295594 KEVIN BATES 2023 MC
ACCOUNT TOTAL								100.00		
ORG 001180 TOTAL								16,529.97		
001191		TRAFFIC MAINT.								
001191	554000			TRAFFIC CONTROL EQ.	SPLY.					
003953	POWELL CONSTRUCTION	4068	0	2023	5	INV	P	1,610.00	022823	295622 TRAFFIC SIGNAL REPA
ACCOUNT TOTAL								1,610.00		
001191		630500		ELECTRICITY						
003700	MS POWER COMPANY	e2023 2.21.23	0	2023	5	INV	P	1,096.68	022823	295600 MS POWER VARIOUS DE
ACCOUNT TOTAL								1,096.68		
001191		643000		UNIFORM RENT						
002471	CINTAS CORPORATION #	4146282601	0	2023	5	INV	P	25.00	022823	295539 TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION #	4146994938	0	2023	5	INV	P	25.00	022823	295539 CINTAS UNIFORM SC
								50.00		
ACCOUNT TOTAL								50.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001191	643500					MOP-MAT-RAG	RENT				
002471	CINTAS CORPORATION # 4146282314			0	2023	5	INV	P	7.70	022823	295540 TRAFFIC MATS SC/
002471	CINTAS CORPORATION # 4146994629			0	2023	5	INV	P	7.70	022823	295540 CINTAS MATS SC/8200
									15.40		
						ACCOUNT TOTAL			15.40		
						ORG 001191	TOTAL		2,772.08		
001201						STREET DIV.					
001201	570000					MTR VEHICLE	REP.	PTS/SPL			
002739	EMPIRE TRUCK SALES	CE006204381;01		2301047	2023	5	INV	P	39.97	022823	295561 UNIT 20067 PRESSURE
003034	HATTIESBURG HYDRAULI	98095		2300955	2023	5	INV	P	36.02	022823	295575 UNIT 20093 ADAPTER
003034	HATTIESBURG HYDRAULI	98708		2301756	2023	5	INV	P	81.91	022823	295575 UNIT 17898 HOSE ASS
									117.93		
048827	CARQUEST	14758-22306		2302025	2023	5	INV	P	363.08	022823	295535 UNIT 20053 NIF RADI
						ACCOUNT TOTAL			520.98		
001201	604900					OTHER PROFESSIONAL	SERV.				
048676	PROCARE LANDS	11		0	2023	5	INV	P	3,000.00	022823	295625 MAINTENANCE OF CLAS
048836	PAYTON, RAY A.	10203		0	2023	5	INV	P	2,000.00	022823	295617 WEEKLY MAINTENANCE/
						ACCOUNT TOTAL			5,000.00		
001201	643000					UNIFORM RENT					
002471	CINTAS CORPORATION # 4146994807			0	2023	5	INV	P	54.96	022823	295539 UNIFORMS SC 8200447
002471	CINTAS CORPORATION # 4146994818			0	2023	5	INV	P	44.38	022823	295539 UNIFORMS SC 8200044
002471	CINTAS CORPORATION # 4146994927			0	2023	5	INV	P	92.38	022823	295538 UNIFORMS SC 8200044
002471	CINTAS CORPORATION # 4146994989			0	2023	5	INV	P	18.56	022823	295540 UNIFORM SC 82000447
002471	CINTAS CORPORATION # 4146995081			0	2023	5	INV	P	58.83	022823	295538 UNIFORMS SC 8200044
002471	CINTAS CORPORATION # 4147690216			0	2023	5	INV	P	54.96	022823	295539 UNIFORMS SC 8200044
002471	CINTAS CORPORATION # 4147690264			0	2023	5	INV	P	44.38	022823	295539 UNIFORMS SC 8200044
002471	CINTAS CORPORATION # 4147690419			0	2023	5	INV	P	58.83	022823	295538 UNIFORM SC 82000447
002471	CINTAS CORPORATION # 4147690534			0	2023	5	INV	P	18.56	022823	295540 UNIFORM SC 82000447
002471	CINTAS CORPORATION # 414769071			0	2023	5	INV	P	157.43	022823	295538 UNIFORM SC 82000447
									603.27		
						ACCOUNT TOTAL			603.27		
						ORG 001201	TOTAL		6,124.25		
001202						STREET LIGHTS					
001202	630500					ELECTRICITY					
003700	MS POWER COMPANY	e2023 2.10.23		0	2023	5	INV	P	2,272.48	022823	295600 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 2.14.23		0	2023	5	INV	P	134.95	022823	295600 MS POWER 2102 W PIN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
003700	MS POWER COMPANY	e2023	2.21.23	0	2023	5	INV	P	103,524.69	022823	295600	MS POWER VARIOUS DE	
003700	MS POWER COMPANY	E2023-21	FEB	0	2023	5	INV	P	101.39	022823	295600	MISSISSIPPI POWER-V	
									106,033.51				
004282	SOUTHERN PINE ELECTR	E2023	2.16.23	0	2023	5	INV	P	72.56	022823	295641	SOUTHERN PINE ELECT	
ACCOUNT TOTAL									106,106.07				
ORG 001202 TOTAL									106,106.07				
001203	ENGR/PUBLIC SER												
001203	604900	OTHER PROFESSIONAL SERV.											
002698	E S R I (ENVIR SYS R	94430991	2301931	2023	5	INV	P		38,500.00	022823	295557	SMALL GOVERNMENT EN	
ACCOUNT TOTAL									38,500.00				
001203	630500	ELECTRICITY											
003700	MS POWER COMPANY	e2023	2.21.23	0	2023	5	INV	P	391.93	022823	295600	MS POWER VARIOUS DE	
ACCOUNT TOTAL									391.93				
ORG 001203 TOTAL									38,891.93				
001204	SHOP DIVISION												
001204	559000	OTHER OPERATING MATL/SPLY											
002060	ADVANCE AUTO PARTS	560403371262	2301707	2023	5	INV	P		1,242.99	022823	295518	EQUIPMENT FOR MACHI	
002472	CINTAS FIRST AID J71	514724150	2301901	2023	5	INV	P		132.26	022823	295541	FIRST-AID SUPPLIES/	
048827	CARQUEST	14758-22279	2302018	2023	5	INV	P		71.96	022823	295535	SHOP SUPPLIES/PW	
ACCOUNT TOTAL									1,447.21				
001204	570000	MTR VEHICLE REP. PTS/SPL											
048827	CARQUEST	14758-21701	2301791	2023	5	INV	P		56.72	022823	295535	SHOP SUPPLIES FOR T	
ACCOUNT TOTAL									56.72				
001204	630500	ELECTRICITY											
003700	MS POWER COMPANY	e2023	2.10.23	0	2023	5	INV	P	2,595.73	022823	295600	MS POWER VARIOUS DE	
ACCOUNT TOTAL									2,595.73				
001204	639400	DISINFECT./EXTERMINATION											
003040	HAVARD PEST CONTROL	2058760	0	2023	5	INV	P		48.00	022823	295576	HAVARD PEST CONTROL	
003040	HAVARD PEST CONTROL	2058761	0	2023	5	INV	P		48.00	022823	295576	HAVARD PEST CONTROL	
003040	HAVARD PEST CONTROL	2058767	0	2023	5	INV	P		65.00	022823	295576	HAVARD PEST CONTROL	
									161.00				
ACCOUNT TOTAL									161.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001204 643000					UNIFORM RENT						
002471 CINTAS CORPORATION # 4146994979					0	2023	5	INV P	85.77	022823	295538 UNIFORM RENTAL/PW S
002471 CINTAS CORPORATION # 4147690412					0	2023	5	INV P	61.89	022823	295538 UNIFORM RENTAL/PW S
									147.66		
ACCOUNT TOTAL									147.66		
ORG 001204 TOTAL									4,408.32		
001205 G O & F S DIV.											
001205 630500					ELECTRICITY						
003700 MS POWER COMPANY e2023 2.21.23					0	2023	5	INV P	74.83	022823	295600 MS POWER VARIOUS DE
ACCOUNT TOTAL									74.83		
ORG 001205 TOTAL									74.83		
001207 CONSTRUCTION											
001207 560500					ELECTRICAL SUPPLIES						
002901 GILKEY ELECTRIC SUPP 369349					2301939	2023	5	INV P	90.00	022823	295570 FLUKE METER/ELECTRI
004256 SOLAR SUPPLY INC 3461666					2301864	2023	5	INV P	45.74	022823	295636 SUPPLIES FOR A/C TE
ACCOUNT TOTAL									135.74		
001207 570000					MTR VEHICLE REP. PTS/SPL						
002035 AAMCO TRANSMISSION (I145509					2302008	2023	5	INV P	274.00	022823	295517 REPAIRS FOR UNIT#19
003742 N & H ELECTRONIC DIS 10100					2301983	2023	5	INV P	761.63	022823	295607 CONSTRUCTION VEHICL
004466 TRUCKS PLUS AUTO ACC 45725					2301201	2023	5	INV P	49.00	022823	295654 NURF BARS & TOOL BO
048827 CARQUEST 14758-21749					2301813	2023	5	INV P	48.87	022823	295535 PARTS FOR UNIT#1351
048827 CARQUEST 14758-21886					2301857	2023	5	INV P	16.67	022823	295535 PARTS FOR UNIT#1351
									65.54		
ACCOUNT TOTAL									1,150.17		
001207 638300					GENERATOR R&M						
002672 DOLEAC ELECTRIC CO I CONSTX1					2301872	2023	5	INV P	595.00	022823	295555 BLOCK HEATER FOR GE
ACCOUNT TOTAL									595.00		
001207 643000					UNIFORM RENT						
002471 CINTAS CORPORATION # 4146994979					0	2023	5	INV P	51.33	022823	295539 UNIFORM RENTAL/SC#8
002471 CINTAS CORPORATION # 4147690263					0	2023	5	INV P	51.33	022823	295539 UNIFORM RENTAL/CONS
									102.66		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			102.66			
						ORG 001207 TOTAL			1,983.57			
001220 SANITATION DIV.												
001220	501000					OTHER EXPENDABLE OFF.SPL						
004327	STANDARD OFFICE SUPP	H13943-00	2301910	2023	5	INV	P	129.48	022823	295644	SANITATION OFFICE S	
						ACCOUNT TOTAL			129.48			
001220 513000						CHEMICALS						
048827	CARQUEST	14758-22047	2301949	2023	5	INV	P	89.23	022823	295535	OIL SPILL PADS--	
						ACCOUNT TOTAL			89.23			
001220 535500						WEARING APPAREL						
003216	J M H GRAPHICS	37377	2301887	2023	5	INV	P	580.00	022823	295582	HATS FOR SANITATION	
						ACCOUNT TOTAL			580.00			
001220 559001						OTHER OPERATING SPLY-RECYCLING						
004327	STANDARD OFFICE SUPP	H13943-00	2301910	2023	5	INV	P	147.57	022823	295644	SANITATION OFFICE S	
004327	STANDARD OFFICE SUPP	H13943-01	0	2023	5	INV	P	36.75	022823	295644	P.O. REF#2301910-CO	
									184.32			
						ACCOUNT TOTAL			184.32			
001220 559100						OTHER OPER.MATLS-FULL R						
002472	CINTAS FIRST AID J71	514524158	2301476	2023	5	INV	P	96.12	022823	295541	RAINSUITS FOR SANIT	
002472	CINTAS FIRST AID J71	5146496716	2301478	2023	5	INV	P	103.14	022823	295541	RAIN/SAFETY GEAR-SA	
									199.26			
						ACCOUNT TOTAL			199.26			
001220 570000						MTR VEHICLE REP. PTS/SPL						
002739	EMPIRE TRUCK SALES	CE006206632:01	2301926	2023	5	INV	P	62.10	022823	295561	UNIT 20091 SWITCH R	
004120	SANSOM EQUIPMENT CO	P04152	2301834	2023	5	INV	P	126.40	022823	295633	RETAINER TENSION CH	
						ACCOUNT TOTAL			188.50			
001220 604900						OTHER PROFESSIONAL SERV.						
002672	DOLEAC ELECTRIC CO I	SANT-X2	2301848	2023	5	INV	P	1,140.00	022823	295555	GENERATOR REPAIR-SA	
						ACCOUNT TOTAL			1,140.00			
001220 612000						FREIGHT						
002739	EMPIRE TRUCK SALES	CE006206566:01	2301876	2023	5	INV	P	15.00	022823	295561	UNIT 19947 BRAKE RE	
002739	EMPIRE TRUCK SALES	RE006037458:01	2301882	2023	5	INV	P	45.10	022823	295561	UNIT 20071 REPAIR	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5				INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
										60.10		
004120	SANSOM	EQUIPMENT	CO	P04146	2301918	2023	5	INV	P	41.73	022823	295633 LIGHTS AND WIRING F
004120	SANSOM	EQUIPMENT	CO	P04152	2301834	2023	5	INV	P	24.59	022823	295633 RETAINER TENSION CH
										66.32		
ACCOUNT TOTAL										126.42		
001220	630500				ELECTRICITY							
003700	MS POWER COMPANY		e2023	2.10.23	0	2023	5	INV	P	430.49	022823	295600 MS POWER VARIOUS DE
ACCOUNT TOTAL										430.49		
001220	638400				MOTOR VEHICLE EQ. R&M							
002739	EMPIRE	TRUCK	SALES	CE006206566:01	2301876	2023	5	INV	P	469.33	022823	295561 UNIT 19947 BRAKE RE
002739	EMPIRE	TRUCK	SALES	RE006037458:01	2301882	2023	5	INV	P	1,741.21	022823	295561 UNIT 20071 REPAIR
002739	EMPIRE	TRUCK	SALES	RE006037488:01	2302045	2023	5	INV	P	255.24	022823	295561 UNIT 20071 BELT REP
										2,465.78		
004139	SCOTTS	HYDRAULIC	SER	53818	2301976	2023	5	INV	P	573.50	022823	295634 UNIT 19948 WIRING R
ACCOUNT TOTAL										3,039.28		
001220	639400				DISINFECT./EXTERMINATION							
003040	HAVARD	PEST	CONTROL	2058758	0	2023	5	INV	P	48.00	022823	295576 HAVARD PEST CONTROL
ACCOUNT TOTAL										48.00		
001220	639900				OTHER REPAIRS AND MAINT.							
004120	SANSOM	EQUIPMENT	CO	P04146	2301918	2023	5	INV	P	556.59	022823	295633 LIGHTS AND WIRING F
ACCOUNT TOTAL										556.59		
001220	643000				UNIFORM RENT							
002471	CINTAS	CORPORATION	#	4146995379	0	2023	5	INV	P	262.92	022823	295538 SC8200044758 -SANIT
ACCOUNT TOTAL										262.92		
001220	643500				MOP-MAT-RAG RENT							
002471	CINTAS	CORPORATION	#	4146994648	0	2023	5	INV	P	37.30	022823	295539 SC8200044758 - SANI
002472	CINTAS	FIRST AID	J71	5145724112	0	2023	5	INV	P	51.37	022823	295541 SERVICE FIRST AID-S
ACCOUNT TOTAL										88.67		
001220	688000				TIPPING FEES							
004591	WASTE MANAGEMENT	OF		0013558-2526-4	0	2023	5	INV	P	2,081.37	022823	295662 MB#2003-5/484 SANIT
ACCOUNT TOTAL										2,081.37		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001220 746000								SANITATION TRUCKS					
004120	SANSOM	EQUIPMENT	CO	000674	226962	2023	5	INV	P	269,000.00	022823	295633	APPROVED PURCHASE 5
004120	SANSOM	EQUIPMENT	CO	E00335	226962	2023	5	INV	P	269,000.00	022823	295633	APPROVED PURCHASE 5
										538,000.00			
ACCOUNT TOTAL										538,000.00			
ORG 001220 TOTAL										547,144.53			
001250								HEALTH DIVISION					
001250	570000							MTR VEHICLE REP.		PTS/SPL			
048827	CARQUEST			14758-20463	2301238	2023	5	INV	P	260.71	022823	295535	UNIT 17018 RELAY WI
ACCOUNT TOTAL										260.71			
ORG 001250 TOTAL										260.71			
001402								ECONOMIC DEV.					
001402	604900							OTHER PROFESSIONAL SERV.					
002327	BROADDUS & ASSOCIATE	4103-38	0	2023	5	INV	P	1,472.50	022823	295528	HBURG CAT E B17441.		
002327	BROADDUS & ASSOCIATE	4103-39	0	2023	5	INV	P	1,960.00	022823	295528	Hattiesburg Cat E B		
002327	BROADDUS & ASSOCIATE	4103-40	0	2023	5	INV	P	495.00	022823	295528	HATTIESBURG CAT E B		
002327	BROADDUS & ASSOCIATE	4103-41	0	2023	5	INV	P	330.00	022823	295528	FEMA UPDATED CEF RE		
002327	BROADDUS & ASSOCIATE	4103-42	0	2023	5	INV	P	5,000.00	022823	295528	PROFESSIONAL SERVIC		
002327	BROADDUS & ASSOCIATE	4108-08	0	2023	5	INV	P	165.00	022823	295528	PROFESSIONAL SERVIC		
002327	BROADDUS & ASSOCIATE	44111-03	0	2023	5	INV	P	1,200.00	022823	295528	FIRESTATION ABRITRA		
002327	BROADDUS & ASSOCIATE	44111-05	0	2023	5	INV	P	1,230.00	022823	295528	FIRE STATION ARBRIT		
002327	BROADDUS & ASSOCIATE	44111-06	0	2023	5	INV	P	290.00	022823	295528	HATTIESBURG FIRE ST		
002327	BROADDUS & ASSOCIATE	44111-07	0	2023	5	INV	P	1,305.00	022823	295528	HATTIESBURG FIRE ST		
002327	BROADDUS & ASSOCIATE	44111-08	0	2023	5	INV	P	435.00	022823	295528	HATTIESBURG/FIRE ST		
002327	BROADDUS & ASSOCIATE	44111-09	0	2023	5	INV	P	870.00	022823	295528	FIRE STATION/ARBTR		
										14,752.50			
ACCOUNT TOTAL										14,752.50			
001402 790100								MISCELLANEOUS CAP PROJECTS					
002383	C D W GOVERNMENT			GT44100	2301874	2023	5	INV	P	10,971.00	022823	295531	TWO QUOTE - PC FOR
002383	C D W GOVERNMENT			GW29217	2301874	2023	5	INV	P	1,458.00	022823	295531	TWO QUOTE - PC FOR
										12,429.00			
ACCOUNT TOTAL										12,429.00			
ORG 001402 TOTAL										27,181.50			
001551								AIRPORT DIV.					
001551	630500							ELECTRICITY					
003700	MS POWER COMPANY			e2023 2.10.23	0	2023	5	INV	P	1,291.60	022823	295600	MS POWER VARIOUS DE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			1,291.60			
001551	639400										
003040	HAVARD PEST CONTROL	2058782	0	DISINFECT./EXTERMINATION	2023	5	INV P	45.00	022823	295576	HAVARD PEST CONTROL
					ACCOUNT TOTAL			45.00			
					ORG 001551 TOTAL			1,336.60			
001553				CEMETERY DIV							
001553	501000										
003772	NEWELL PAPER COMPANY	4147518	2301850	OTHER EXPENDABLE OFF.SPL	2023	5	INV P	199.90	022823	295610	JANITORIAL SUPPLIES
					ACCOUNT TOTAL			199.90			
001553	502000										
003825	OWENS BUSINESS MACHI	461569	0	MINOR OFFICE EQUIP/FURN.	2023	5	INV P	25.34	022823	295614	MONTHLY COPIER MAIN
					ACCOUNT TOTAL			25.34			
001553	510000										
003772	NEWELL PAPER COMPANY	4147416	2301850	CLEANING/JANITORIAL SPLY	2023	5	INV P	199.60	022823	295610	JANITORIAL SUPPLIES
					ACCOUNT TOTAL			199.60			
001553	544000										
002304	BRACKMAN MOWER WAREH	33856	2301728	HORT./LANDSCAPING SPLY.	2023	5	INV P	81.00	022823	295527	CHAINSAW CHAIN FOR
					ACCOUNT TOTAL			81.00			
001553	560000										
002714	ECONOMY SUPPLY CO	093338	2301909	BUILDING MATERIALS & SPLY	2023	5	INV P	396.00	022823	295559	3/4 PLYWOOD FOR CEM
					ACCOUNT TOTAL			396.00			
001553	570000										
004299	SOUTHERN TIRE MART L	2520114939	2301689	MTR VEHICLE REP. PTS/SPL	2023	5	INV P	653.04	022823	295642	MOTOR VEHICLE PARTS
004597	WATERS INTERNATIONAL	08P846090	2301982		2023	5	INV P	350.43	022823	295663	PARTS FOR BUCKET TR
					ACCOUNT TOTAL			1,003.47			
001553	575500										
003843	PARISH TRACTOR (HATT	P05962	2301911	AGRICLTRL REPAIR PTS/SPL	2023	5	INV P	193.72	022823	295615	FUEL PUMP FOR KUBOT
003843	PARISH TRACTOR (HATT	P06087	2301924		2023	5	INV P	253.45	022823	295615	SOLENOID FOR KUBOTA
								447.17			
					ACCOUNT TOTAL			447.17			
001553	604900										
002471	CINTAS CORPORATION #	5145724133	0	OTHER PROFESSIONAL SERV.	2023	5	INV P	24.59	022823	295540	OTHER PROFESSIONAL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003191	INTERFACE SECURITY S	20415997	0	2023	5	INV	P		50.27	022823	295579 MB#2006-2/76-77 SEC
	ACCOUNT TOTAL								74.86		
001553	630500			ELECTRICITY							
003700	MS POWER COMPANY	e2023 2.21.23	0	2023	5	INV	P		458.10	022823	295600 MS POWER VARIOUS DE
	ACCOUNT TOTAL								458.10		
001553	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4145591597		0	2023	5	INV	P		63.47	022823	295538 ST CONT#8200044758
002471	CINTAS CORPORATION # 4146286139		0	2023	5	INV	P		63.22	022823	295538 ST CONT#8200044758
002471	CINTAS CORPORATION # 4146998522		0	2023	5	INV	P		71.64	022823	295538 ST CONT#8200044758
002471	CINTAS CORPORATION # 4147693611		0	2023	5	INV	P		60.60	022823	295538 ST CONT#8200044758
									258.93		
	ACCOUNT TOTAL								258.93		
001553	643500			MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION # 4145591583		0	2023	5	INV	P		30.03	022823	295539 ST CONT#8200044758
002471	CINTAS CORPORATION # 4146286130		0	2023	5	INV	P		30.03	022823	295539 ST CONT#8200044758
002471	CINTAS CORPORATION # 4146998457		0	2023	5	INV	P		30.03	022823	295539 ST CONT#8200044758
002471	CINTAS CORPORATION # 4147693629		0	2023	5	INV	P		30.03	022823	295539 ST CONT#8200044758
									120.12		
	ACCOUNT TOTAL								120.12		
	ORG 001553	TOTAL							3,264.49		
001560				PARKING OPER.							
001560	630500			ELECTRICITY							
003700	MS POWER COMPANY	e2023 2.21.23	0	2023	5	INV	P		1,154.18	022823	295600 MS POWER VARIOUS DE
	ACCOUNT TOTAL								1,154.18		
	ORG 001560	TOTAL							1,154.18		
FUND 001 REVENUES									TOTAL:	1,048,500.20	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300				PKS/REC-RECREATION MAINT. DIV.							
002300	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	1/23	FUEL USAGE2	0	2023	5	INV	P	6,106.69	022823	295543 TRF 1/2023 FUEL USA
				ACCOUNT TOTAL					6,106.69		
002300	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	1/23	FUEL USAGE2	0	2023	5	INV	P	324.08	022823	295543 TRF 1/2023 FUEL USA
				ACCOUNT TOTAL					324.08		
002300	575500			AGRICLTR REPAIR PTS/SPL							
002304	BRACKMAN MOWER WAREH 33950			2301717	2023	5	INV	P	231.87	022823	295527 PR-MOWER UNIT 21325
				ACCOUNT TOTAL					231.87		
002300	630500			ELECTRICITY							
003700	MS POWER COMPANY	e2023	2.21.23	0	2023	5	INV	P	1,188.33	022823	295600 MS POWER VARIOUS DE
				ACCOUNT TOTAL					1,188.33		
002300	638700			AGRICULTURAL EQ. R&M							
002304	BRACKMAN MOWER WAREH 33950			2301717	2023	5	INV	P	63.31	022823	295527 PR-MOWER UNIT 21325
				ACCOUNT TOTAL					63.31		
002300	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	2058793		0	2023	5	INV	P	48.00	022823	295576 HAVARD PEST CONTROL
				ACCOUNT TOTAL					48.00		
				ORG 002300					7,962.28		
002315				PKS/REC-REC.ADMIN/COM.REL.							
002315	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	1/23	FUEL USAGE2	0	2023	5	INV	P	55.96	022823	295543 TRF 1/2023 FUEL USA
				ACCOUNT TOTAL					55.96		
002315	551000			RECREATIONAL SUPPLIES							
003937	PLAY IT AGAIN SPORTS	001243		2301279	2023	5	INV	P	4,403.50	022823	295621 HPR BASKETBALL JERS
049594	SWEETWATER SOUND	35620884		2301675	2023	5	INV	P	81.30	022823	295647 CABLES FOR MOVIE SP
				ACCOUNT TOTAL					4,484.80		
002315	560001			BLDG MATERIALS & SPLY GRANTS							
003543	MCELHANEY PLUMBING I	295319		2301899	2023	5	INV	P	14.04	022823	295591 PLUMBING REPAIR FOR
				ACCOUNT TOTAL					14.04		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002315	570000					MTR VEHICLE	REP.	PTS/SPL			
002035	AAMCO TRANSMISSION (	I145504			2300546	2023	5	INV P	692.00	022823	295517 02 SENSORS FOR UNIT
002166	AUTO ARMATURE SERVIC	030443			2300431	2023	5	INV P	199.95	022823	295522 BATTERY FOR UNIT #1
003712	MS STATE/TAX COMM/TA	PRTAGS9603&11212			0	2023	5	INV P	24.00	022823	295602 TAGS FOR UNIT #S 96
				ACCOUNT TOTAL					915.95		
002315	604900					OTHER PROFESSIONAL	SERV.				
002540	CONNER, TOBARRA	2/15/23			0	2023	5	INV P	30.00	022823	295548 HPR CONTRACT LABOR
002800	FELTS, GEREY	2/6/23-2/25/23			0	2023	5	INV P	520.00	022823	295566 HPR CONTRACT LABOR/
002965	GUTHRIE, JONI S	2/4/23-2/17/23			0	2023	5	INV P	180.00	022823	295573 HPR CONTRACT LABOR
003287	JORDAN, ALEX X	2/11/23-2/25/23			0	2023	5	INV P	100.00	022823	295584 HPR CONTRACT LABOR
003313	KETTLEY, ANNETTE	2/4/23-2/25/23			0	2023	5	INV P	240.00	022823	295586 HPR CONTRACT PROGRA
003313	KETTLEY, ANNETTE	2/5/23-2/8/23			0	2023	5	INV P	110.00	022823	295586 HPR CONTRACT PROGRA
003313	KETTLEY, ANNETTE	2/9/23-2/23/23			0	2023	5	INV P	290.00	022823	295586 HPR CONTRACT LABOR
									640.00		
003508	MARTIN, MAGDALINE	2/4/23-2/17/23			0	2023	5	INV P	48.00	022823	295589 HPR CONTRACT LABOR
003958	POWELL, RANDY	2/4/23-2/25/23			0	2023	5	INV P	405.00	022823	295623 HPR CONTRACT PROGRA
003958	POWELL, RANDY	2/5/23-2/8/23			0	2023	5	INV P	225.00	022823	295623 HPR CONTRACT PROGRA
003958	POWELL, RANDY	2/9/23-2/23/23			0	2023	5	INV P	540.00	022823	295623 HPR CONTRACT LABOR
									1,170.00		
003980	PROTECTION AGENCY &	1564			0	2023	5	INV P	400.00	022823	295626 SECURITY FEB5-9_ADU
003980	PROTECTION AGENCY &	1583			0	2023	5	INV P	800.00	022823	295626 SECURITY SERVICES F
									1,200.00		
004415	TERRELL, MICHAEL J	2/5/23-2/08/23			0	2023	5	INV P	150.00	022823	295648 HPR CONTRACT PROGRA
004415	TERRELL, MICHAEL J	2/9/23-2/23/23			0	2023	5	INV P	320.00	022823	295648 HPR CONTRACT LABOR
									470.00		
004416	TERRELL, WINSTON	2/13/23-2/22/23			0	2023	5	INV P	200.00	022823	295649 HPR CONTRACT LABOR
004416	TERRELL, WINSTON	2/7/23-2/8/23			0	2023	5	INV P	125.00	022823	295649 HPR CONTRACT PROGRA
									325.00		
004432	THOMPSON, JESSE	2/7/23			0	2023	5	INV P	75.00	022823	295652 HPR CONTRACT PROGRA
004432	THOMPSON, JESSE	2/9/23-2/22/23			0	2023	5	INV P	125.00	022823	295652 HPR CONTRACT LABOR
									200.00		

YEAR/PERIOD: 2023/5 TO 2023/5												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
048267	BONEY, BRANSEN K	2/18/23	0	2023	5	INV P	80.00	022823	295525	HPR	CONTRACT	PROGRA
048422	RAY NANCY REBEKAH	2/4/23-2/17/23	0	2023	5	INV P	125.00	022823	295629	HPR	CONTRACT	LABOR
048583	BUNCH LATOYA L	2/15/23-2/23/23	0	2023	5	INV P	425.00	022823	295529	HPR	CONTRACT	PROGRA
048730	MULLIGAN PHILIP D	2/15/23-2/23/23	0	2023	5	INV P	300.00	022823	295606	HPR	CONTRACT	LABOR
048730	MULLIGAN PHILIP D	2/5/23-2/8/23	0	2023	5	INV P	200.00	022823	295606	HPR	CONTRACT	PROGRA
							500.00					
049586	PHILLIS LAUREN W	2/4/23-2/17/23	0	2023	5	INV P	60.00	022823	295619	HPR	CONTRACT	LABOR
049590	BARNEY PATRICIA A	2/4/23-2/17/23	0	2023	5	INV P	140.00	022823	295523	HPR	CONTRACT	LABOR
049652	THOMPSON RAHMIL J	2/11/23-2/25/23	0	2023	5	INV P	550.00	022823	295650	HPR	CONTRACT	LABOR
049652	THOMPSON RAHMIL J	2/5/23-2/8/23	0	2023	5	INV P	200.00	022823	295650	HPR	CONTRACT	PROGRA
049652	THOMPSON RAHMIL J	2/9/23-2/23/23	0	2023	5	INV P	375.00	022823	295650	HPR	CONTRACT	PROGRA
							1,125.00					
049653	THOMPSON RODERICK J	2/11/23-2/25/23	0	2023	5	INV P	350.00	022823	295651	HPR	CONTRACT	LABOR
049653	THOMPSON RODERICK J	2/5/23-2/8/23	0	2023	5	INV P	200.00	022823	295651	HPR	CONTRACT	PROGRA
049653	THOMPSON RODERICK J	2/9/23-2/22/23	0	2023	5	INV P	600.00	022823	295651	HPR	CONTRACT	PROGRA
							1,150.00					
049662	MORRIS BETHANY E	2/4/23-2/17/23	0	2023	5	INV P	90.00	022823	295595	HPR	CONTRACT	LABOR
049664	ORLANDO DANTZLER	134	0	2023	5	INV P	160.00	022823	295613	SECURITY_YOUTH	BASK	
049664	ORLANDO DANTZLER	INV0130	0	2023	5	INV P	320.00	022823	295613	SECURITY_YOUTH	BASK	
							480.00					
049673	SUMER JUWAN M	2/4/23-2/25/23	0	2023	5	INV P	200.00	022823	295646	HPR	CONTRACT	LABOR
049674	DUCKSWORTH CHANSE L	2/14/23-2/23/23	0	2023	5	INV P	60.00	022823	295556	HPR	CONTRACT	PROGRA
ACCOUNT TOTAL							9,318.00					
002315	630500	ELECTRICITY										
003700	MS POWER COMPANY	e2023 2.10.23	0	2023	5	INV P	5,371.00	022823	295600	MS POWER	VARIOUS DE	
003700	MS POWER COMPANY	e2023 2.21.23	0	2023	5	INV P	9,038.76	022823	295600	MS POWER	VARIOUS DE	
							14,409.76					
ACCOUNT TOTAL							14,409.76					
002315	638400	MOTOR VEHICLE EQ. R&M										
002035	AAMCO TRANSMISSION (	I145504	2300546	2023	5	INV P	274.00	022823	295517	O2 SENSORS	FOR UNIT	
ACCOUNT TOTAL							274.00					

YEAR/PERIOD: 2023/5		TO 2023/5									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION		
002315	639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2073201		0	2023	5 INV P	70.00	022823	295576	HAVARD PEST CONTROL	
ACCOUNT TOTAL							70.00				
002315	684000				DUES AND MEMBERSHIPS						
003702	MS RECREATION AND PA	003579		2300021	2023	5 INV P	100.00	022823	295601	MRPA MEMBERSHIP-03/	
048980	NATIONAL REC & PARK	13764		228934	2023	5 INV P	450.00	022823	295609	NRPA MEMBERSHIP REG	
ACCOUNT TOTAL							550.00				
002315	684500				REGISTRATION FEE/TUITION						
003702	MS RECREATION AND PA	3626		2300025	2023	5 INV P	1,020.00	022823	295601	MRPA CONFERENCE REG	
ACCOUNT TOTAL							1,020.00				
ORG 002315 TOTAL							31,112.51				
FUND 002 PARKS & RECREATION FUND					TOTAL:		39,074.79				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660				W&S O&M-CUSTOMER ACCT. DIV.							
009660	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	1/23	FUEL USAGE9	0	2023	5	INV	P	1,582.96	022823	295545 TRF 1/2023 FUEL USA
				ACCOUNT TOTAL					1,582.96		
009660	559000			OTHER OPERATING MATL/SPLY							
003712	MS STATE/TAX COMM/TA 1GCGSCEN1N1316572			0	2023	5	INV	P	12.00	022823	295602 TAX EXEMPT TAG, UNI
				ACCOUNT TOTAL					12.00		
009660	604900			OTHER PROFESSIONAL SERV.							
002567	COURTNEY'S RESTAURAN 15193			0	2023	5	INV	P	250.00	022823	295552 ICE MACHINE MAINTEN
003796	NORTH LAMAR WATER AS NL021323			0	2023	5	INV	P	149.00	022823	295611 SEWER READS FEB 202
003891	PETRO AUTOMOTIVE GRO 6217937			2301869	2023	5	INV	P	433.60	022823	295618 DIAGNOSTIC SERVICES
004003	RAWLS SPRINGS UTILIT 02212023			0	2023	5	INV	P	208.00	022823	295628 METER READS FOR FEB
				ACCOUNT TOTAL					1,040.60		
009660	607000			POSTAGE							
047562	ENCO UTILITY		INV58113	0	2023	5	INV	P	3,096.53	022823	295562 MB 2020-835 RT 1 BI
047562	ENCO UTILITY		INV58222	0	2023	5	INV	P	1,612.29	022823	295562 MB 2020-835 RT 2 BI
									4,708.82		
				ACCOUNT TOTAL					4,708.82		
009660	620000			PRINTING							
047562	ENCO UTILITY		INV58113	0	2023	5	INV	P	1,140.12	022823	295562 MB 2020-835 RT 1 BI
047562	ENCO UTILITY		INV58222	0	2023	5	INV	P	603.72	022823	295562 MB 2020-835 RT 2 BI
									1,743.84		
				ACCOUNT TOTAL					1,743.84		
009660	630000			GAS							
004321	SPIRE		G2023 2.15.23	0	2023	5	INV	P	207.48	022823	295643 SPIRE VARIOUS DEPTS
				ACCOUNT TOTAL					207.48		
009660	630500			ELECTRICITY							
003700	MS POWER COMPANY		e2023 2.10.23	0	2023	5	INV	P	450.39	022823	295600 MS POWER VARIOUS DE
				ACCOUNT TOTAL					450.39		
009660	639900			OTHER REPAIRS AND MAINT.							
004499	UNDERWOOD OUTDOOR PO 118651			2301811	2023	5	INV	P	55.11	022823	295657 REPAIR TO WATER PUM

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									55.11		
009660	699900	SERVICES NOT SPECIFIED									
002815	FIRESTONE COMPLETE A	269088	2301886	2023	5	INV	P	467.16	022823	295567	TIRES FOR UNIT 1870
ACCOUNT TOTAL									467.16		
009660	742000	PICK UP TRUCKS									
004576	WALT MASSEY CHEVROLE	DEAL#411091	2302039	2023	5	INV	P	34,255.00	022823	295659	TRUCK TWO QUOTE APP
ACCOUNT TOTAL									34,255.00		
ORG 009660 TOTAL									44,523.36		
009672	525000	W&S O&M-WATER TRANSMISSION DIV									
009672	525000	GAS AND OIL									
001002	CITY OF HATTIESBURG	1/23 FUEL USAGE9	0	2023	5	INV	P	6,910.86	022823	295545	TRF 1/2023 FUEL USA
ACCOUNT TOTAL									6,910.86		
009672	525700	DIESEL FUEL									
001002	CITY OF HATTIESBURG	1/23 FUEL USAGE9	0	2023	5	INV	P	308.13	022823	295545	TRF 1/2023 FUEL USA
ACCOUNT TOTAL									308.13		
009672	540000	ASPHALT & ASPHALT PROD.									
004586	WARREN PAVING INC	72944	2301411	2023	5	INV	P	443.21	022823	295661	ASPHALT FOR WATER/S
004586	WARREN PAVING INC	72962	2301411	2023	5	INV	P	695.73	022823	295661	ASPHALT FOR WATER/S
004586	WARREN PAVING INC	73084	2301411	2023	5	INV	P	143.91	022823	295661	ASPHALT FOR WATER/S
004586	WARREN PAVING INC	73086	2301411	2023	5	INV	P	427.32	022823	295661	ASPHALT FOR WATER/S
004586	WARREN PAVING INC	73244	2301411	2023	5	INV	P	267.52	022823	295661	ASPHALT FOR WATER/S
									1,977.69		
ACCOUNT TOTAL									1,977.69		
009672	561000	PLUMBING SUPPLIES									
002442	CENTRAL PIPE SUPPLY	S100320154-001	2301141	2023	5	INV	P	2,562.50	022823	295536	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	S207403	2300336	2023	5	INV	P	153.00	022823	295550	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	S243117	228880	2023	5	INV	P	393.40	022823	295550	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	S277415	229228	2023	5	INV	P	393.40	022823	295550	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	S284583	2300121	2023	5	INV	P	472.08	022823	295550	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	S311620	229140	2023	5	INV	P	659.30	022823	295550	WAREHOUSE STOCK FOR
									2,071.18		
ACCOUNT TOTAL									4,633.68		
009672	570000	MTR VEHICLE REP. PTS/SPL									
048827	CARQUEST	14758-22237	2301994	2023	5	INV	P	17.69	022823	295535	REPAIR PARTS FOR UN
048827	CARQUEST	14758-22376	2302027	2023	5	INV	P	85.89	022823	295535	REPAIR PARTS FOR UN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
										103.58			
ACCOUNT TOTAL										103.58			
009672	604900	OTHER PROFESSIONAL SERV.											
048917	MS CONCRETE PROF	0000044	0	2023	5	INV	P	300.00	022823		295597	CONCRETE REPAIR-- 2	
048917	MS CONCRETE PROF	0000045	0	2023	5	INV	P	1,600.00	022823		295597	CONCRETE REPAIRS- 8	
048917	MS CONCRETE PROF	0000046	0	2023	5	INV	P	1,000.00	022823		295597	CONCRETE REPAIRS- 1	
048917	MS CONCRETE PROF	0000047	0	2023	5	INV	P	400.00	022823		295597	CONCRETE REPAIRS- 2	
048917	MS CONCRETE PROF	0000048	0	2023	5	INV	P	400.00	022823		295597	CONCRETE REPAIR- 40	
048917	MS CONCRETE PROF	0000049	0	2023	5	INV	P	400.00	022823		295597	CONCRETE REPAIRS- 1	
048917	MS CONCRETE PROF	0000050	0	2023	5	INV	P	1,024.13	022823		295597	CONCRETE REPAIRS-MA	
										5,124.13			
ACCOUNT TOTAL										5,124.13			
009672	636000	STREETS & STRUCTURES R&M											
003649	C J MORGAN INC	20230007	0	2023	5	INV	P	176,806.14	022823		295532	MB2022-680:WATER RE	
003649	C J MORGAN INC	2023003	0	2023	5	INV	P	4,807.05	022823		295532	MB2022-680:WATER RE	
003649	C J MORGAN INC	2023004	0	2023	5	INV	P	5,222.00	022823		295532	MB2022-680: WATER R	
										186,835.19			
ACCOUNT TOTAL										186,835.19			
ORG 009672 TOTAL										205,893.26			
009673	W&S O&M-WATER PLANT DIVISION												
009673	501000	OTHER EXPENDABLE OFF.SPL											
004327	STANDARD OFFICE SUPP	H14157-00	2302026	2023	5	INV	P	131.97	022823		295644	INK CARTRIDGES FOR	
ACCOUNT TOTAL										131.97			
009673	525000	GAS AND OIL											
001002	CITY OF HATTIESBURG	1/23 FUEL USAGE9	0	2023	5	INV	P	657.65	022823		295545	TRF 1/2023 FUEL USA	
ACCOUNT TOTAL										657.65			
009673	570000	MTR VEHICLE REP. PTS/SPL											
003861	PATTERSON AUTO ELECT	81706	2302036	2023	5	INV	P	210.17	022823		295616	REPAIRS TO UNIT # 1	
ACCOUNT TOTAL										210.17			
009673	599000	OTHER REPAIR/MAINT. SPL.											
002543	CONSOLIDATED PIPE &	0430751-000-000	2301800	2023	5	INV	P	1,020.00	022823		295549	LIQUID SMOKE FOR TE	
ACCOUNT TOTAL										1,020.00			
009673	604900	OTHER PROFESSIONAL SERV.											
002288	BONNER ANALYTICAL TE	79298	0	2023	5	INV	P	1,474.49	022823		295526	FEB.2023 ROUTINE CO	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							1,474.49			
009673	630500				ELECTRICITY					
003700	MS POWER COMPANY	e2023	2.10.23	0	2023	5	INV P	24,286.43	022823	295600 MS POWER VARIOUS DE
003700	MS POWER COMPANY	e2023	2.21.23	0	2023	5	INV P	13,085.70	022823	295600 MS POWER VARIOUS DE
							37,372.13			
ACCOUNT TOTAL							37,372.13			
009673	638400				MOTOR VEHICLE EQ. R&M					
002700	EAGLE TIRE AND SERVI	INV070961		2301925	2023	5	INV P	28.04	022823	295558 TIRE REPAIR FOR UNI
003861	PATTERSON AUTO ELECT	81706		2302036	2023	5	INV P	475.00	022823	295616 REPAIRS TO UNIT # 1
ACCOUNT TOTAL							503.04			
009673	639400				DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	2058786		0	2023	5	INV P	50.00	022823	295576 HAVARD PEST CONTROL
ACCOUNT TOTAL							50.00			
009673	643000				UNIFORM RENT					
002471	CINTAS CORPORATION #	4146997709		0	2023	5	INV P	232.85	022823	295538 SC#8200044758- UNIF
002471	CINTAS CORPORATION #	4147693167		0	2023	5	INV P	293.33	022823	295538 SC#8200044758-- UNI
							526.18			
ACCOUNT TOTAL							526.18			
009673	643500				MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION #	4146997260		0	2023	5	INV P	72.04	022823	295538 SC#8200044758- MOPS
ACCOUNT TOTAL							72.04			
ORG 009673 TOTAL							42,017.67			
009676	W&S O&M-SEWER DIVISION									
009676	513000				CHEMICALS					
002443	CERTIFIED LABORATORI	8131697		2301908	2023	5	INV P	23,005.50	022823	295537 CHERRY FLO,EMERGE,E
ACCOUNT TOTAL							23,005.50			
009676	525000				GAS AND OIL					
001002	CITY OF HATTIESBURG	1/23 FUEL USAGE9		0	2023	5	INV P	190.36	022823	295545 TRF 1/2023 FUEL USA
ACCOUNT TOTAL							190.36			
009676	525700				DIESEL FUEL					
001002	CITY OF HATTIESBURG	1/23 FUEL USAGE9		0	2023	5	INV P	453.28	022823	295545 TRF 1/2023 FUEL USA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											453.28		
009676	545000	HAND TOOLS											
003543	MCELHANEY PLUMBING I	295320	2301898	2023	5	INV	P				29.85	022823	295591 HAND TOOLS FOR SEWE
ACCOUNT TOTAL											29.85		
009676	570000	MTR VEHICLE REP. PTS/SPL											
002166	AUTO ARMATURE SERVIC	30613	2301936	2023	5	INV	P				649.95	022823	295522 STARTER FOR UNIT #
048827	CARQUEST	14758-22040	2301940	2023	5	INV	P				87.70	022823	295535 REPAIR PARTS FOR UN
ACCOUNT TOTAL											737.65		
009676	612000	FREIGHT											
004120	SANSOM EQUIPMENT CO	P04122	2300961	2023	5	INV	P				50.00	022823	295633 REPAIR PARTS FOR CR
004120	SANSOM EQUIPMENT CO	P04136	2301846	2023	5	INV	P				239.51	022823	295633 RODDER LINE FOR JET
											289.51		
ACCOUNT TOTAL											289.51		
009676	630500	ELECTRICITY											
003700	MS POWER COMPANY	e2023 2.10.23	0	2023	5	INV	P				4,958.17	022823	295600 MS POWER VARIOUS DE
003700	MS POWER COMPANY	e2023 2.21.23	0	2023	5	INV	P				4,493.04	022823	295600 MS POWER VARIOUS DE
											9,451.21		
004282	SOUTHERN PINE ELECTR	E2023 2.16.23	0	2023	5	INV	P				1,067.20	022823	295641 SOUTHERN PINE ELECT
ACCOUNT TOTAL											10,518.41		
009676	636000	STREETS & STRUCTURES R&M											
004058	RJM MCQUEEN CONTRACT	2751	0	2023	5	INV	P				11,417.00	022823	295631 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2752	0	2023	5	INV	P				22,214.00	022823	295631 MB2022-680: SEWER R
											33,631.00		
ACCOUNT TOTAL											33,631.00		
009676	638200	MINOR EQUIPMENT R&M											
004120	SANSOM EQUIPMENT CO	P04122	2300961	2023	5	INV	P				2,448.60	022823	295633 REPAIR PARTS FOR CR
ACCOUNT TOTAL											2,448.60		
009676	638600	CONSTRUCTION EQUIP R&M											
004120	SANSOM EQUIPMENT CO	P04136	2301846	2023	5	INV	P				1,937.84	022823	295633 RODDER LINE FOR JET
ACCOUNT TOTAL											1,937.84		
ORG 009676 TOTAL											73,242.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009677				W&S O&M-SEWER LAGOON DIV.							
009677	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	1/23	FUEL USAGE	9	0	2023	5	INV P	450.59	022823	295545 TRF 1/2023 FUEL USA
				ACCOUNT TOTAL					450.59		
009677	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	1/23	FUEL USAGE	9	0	2023	5	INV P	60.80	022823	295545 TRF 1/2023 FUEL USA
				ACCOUNT TOTAL					60.80		
009677	602500			LEGAL							
004599	WATKINS & EAGAR	424865			0	2023	5	INV P	4,854.13	022823	295664 GENERAL ENVIRONMENT
004599	WATKINS & EAGAR	424876			0	2023	5	INV P	86.00	022823	295664 WASTEWATER AGREEMEN
									4,940.13		
				ACCOUNT TOTAL					4,940.13		
009677	630500			ELECTRICITY							
003700	MS POWER COMPANY	e2023 2.10.23			0	2023	5	INV P	39,876.21	022823	295600 MS POWER VARIOUS DE
003700	MS POWER COMPANY	e2023 2.21.23			0	2023	5	INV P	487.51	022823	295600 MS POWER VARIOUS DE
									40,363.72		
				ACCOUNT TOTAL					40,363.72		
009677	635500			ELECTRICAL R&M							
002672	DOLEAC ELECTRIC CO I	92129-1			2300501	2023	5	INV P	15,250.00	022823	295555 TEAR DOWN REPAIR: C
				ACCOUNT TOTAL					15,250.00		
009677	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	2058787			0	2023	5	INV P	40.00	022823	295576 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2058788			0	2023	5	INV P	40.00	022823	295576 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2058789			0	2023	5	INV P	40.00	022823	295576 HAVARD PEST CONTROL
									120.00		
				ACCOUNT TOTAL					120.00		
				ORG 009677				TOTAL	61,185.24		
				FUND 009				WATER & SEWER OPERATION/MAINT.	TOTAL:		426,861.53

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION			
072201				MUN.ROAD&BRIDGE-STREET DIV									
072201 723025				CTRY.CLUB RD. INTERSECTN.									
048667	R & J CONSTRUCTION	PAY ESTIMATE # 10	0	2023	5	INV P	49,133.75	022823	295627	MB#2021-172 COUNTRY			
ACCOUNT TOTAL							49,133.75						
ORG 072201 TOTAL							49,133.75						
FUND 072 MUNICIPAL ROAD & BRIDGE							TOTAL:	49,133.75					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570				MASS TRANSIT-TRANSPORTATION								
073570	525000			GAS AND OIL								
001002	CITY OF HATTIESBURG	1/23	FUEL USAGE	73	0		2023	5	INV P	1,593.73	022823	295544 TRF 1/2023 FUEL USA
				ACCOUNT TOTAL						1,593.73		
073570	525700			DIESEL FUEL								
001002	CITY OF HATTIESBURG	1/23	FUEL USAGE	73	0		2023	5	INV P	12,025.54	022823	295544 TRF 1/2023 FUEL USA
				ACCOUNT TOTAL						12,025.54		
073570	630500			ELECTRICITY								
003700	MS POWER COMPANY	e2023	2.10.23		0		2023	5	INV P	2,233.24	022823	295600 MS POWER VARIOUS DE
				ACCOUNT TOTAL						2,233.24		
073570	639400			DISINFECT./EXTERMINATION								
003040	HAVARD PEST CONTROL	2058790			0		2023	5	INV P	48.00	022823	295576 HAVARD PEST CONTROL
				ACCOUNT TOTAL						48.00		
073570	643000			UNIFORM RENT								
002471	CINTAS CORPORATION # 4144902322				0		2023	5	INV P	156.27	022823	295538 HCT UNIFORM RENTAQL
002471	CINTAS CORPORATION # 4145590645				0		2023	5	INV P	156.27	022823	295538 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION # 4146285350				0		2023	5	INV P	195.04	022823	295538 HCT UNIFORM RENTALS
										507.58		
				ACCOUNT TOTAL						507.58		
073570	686800			JARC-OPERATIONS								
002956	GROVE TRANSIT	JARC INV1/15-1/28/23	0				2023	5	INV P	4,601.00	022823	295572 JARC GRANT MB#2020-
				ACCOUNT TOTAL						4,601.00		
				ORG 073570					TOTAL	21,009.09		
				FUND 073		MASS TRANSIT FUND			TOTAL:	21,009.09		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650					COMMUNITY CTR-ADMIN/GENERAL					
077650	510000				CLEANING/JANITORIAL SPLY					
003772	NEWELL PAPER COMPANY	4147676		2301966	2023	5	INV P	603.34	022823	295610 VACUUM CLEANER FOR
					ACCOUNT TOTAL			603.34		
077650	525000				GAS AND OIL					
001002	CITY OF HATTIESBURG	1/23 FUEL USAGE77		0	2023	5	INV P	182.03	022823	295546 TRF 1/2023 FUEL USA
					ACCOUNT TOTAL			182.03		
077650	560000				BUILDING MATERIALS & SPLY					
003192	INTERIOR EXTERIOR BU	4229600-00		2300511	2023	5	INV P	384.00	022823	295580 CEILING TILES FOR C
					ACCOUNT TOTAL			384.00		
077650	630000				GAS					
004321	SPIRE	G2023 2.15.23		0	2023	5	INV P	912.07	022823	295643 SPIRE VARIOUS DEPTS
					ACCOUNT TOTAL			912.07		
077650	630500				ELECTRICITY					
003700	MS POWER COMPANY	e2023 2.21.23		0	2023	5	INV P	2,951.68	022823	295600 MS POWER VARIOUS DE
					ACCOUNT TOTAL			2,951.68		
077650	639400				DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	2058772		0	2023	5	INV P	48.00	022823	295576 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2058776		0	2023	5	INV P	48.00	022823	295576 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2058779		0	2023	5	INV P	235.00	022823	295576 HAVARD PEST CONTROL
								331.00		
					ACCOUNT TOTAL			331.00		
					ORG 077650	TOTAL		5,364.12		
FUND 077 COMMUNITY CENTERS' FUND					TOTAL:			5,364.12		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/5 TO 2023/5														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
086300						SPEC SALES TAX/RECREATION MAIN								
086300 7295PR						CAPITAL PROJECTS								
049196 JW CHAIN CONTRACTORS 15-22-07						0	2023	5	INV	P	254,601.71	022823	295585 MB#2021-518 JAYCEE	
						ACCOUNT TOTAL			254,601.71					
						ORG 086300	TOTAL			254,601.71				
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV TOTAL:										254,601.71				

** END OF REPORT - Generated by Jacqueline Thorne **